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

Tuesday, September 15, 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 CHRISTINA BENAMOR FROM GLORY POINTE CHURCH

CLOSED SESSION (Items 2-3)

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

ANNOUNCEMENT OF CLOSED SESSION ITEMS (CITY ATTORNEY)

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

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

3. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (CITY COUNCIL)
   — A closed session will be held, pursuant to Government Code Section 54956.9(d)(1), to confer with legal counsel regarding existing litigation to which the City of Carson is a party. The title of such litigation is as follows: Jose Miguel Lim, IV v. City of Carson, et al. Los Angeles County Superior Court Case No. 23CMCV01137.

RULES OF DECORUM:

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

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

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

REPORT ON CLOSED SESSION ACTIONS (CITY ATTORNEY)

INTRODUCTIONS (MAYOR) (Item 4)

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

PRESENTATIONS (Items 5-12)

5. PRESENTATION ON AVALON BOULEVARD AND CENTRAL AVENUE WALL IMPROVEMENT STUDY BY RJM DESIGN GROUP

6. NATIONAL VOTER REGISTRATION DAY

7. PROCLAMATION RECOGNIZING CAL WATER 100TH ANNIVERSARY

8. CERTIFICATE RECOGNIZING DIEGO CHIU AS MAYOR FOR THE DAY

9. PROCLAMATION RECOGNIZING PROSTATE CANCER AWARENESS MONTH

10. PROCLAMATION RECOGNIZING SICKLE CELL AWARENESS MONTH

11. PROCLAMATION RECOGNIZING HISPANIC HERITAGE MONTH

12. CLEAN N GREEN FESTIVAL RECAP VIDEO

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 13)

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

CONSENT (Items 14-31)

ANY ITEM OR ITEMS MAY BE REMOVED FOR DISCUSSION

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

14. CONSIDER MONTHLY INVESTMENT AND CASH REPORT FOR THE CITY OF CARSON, CARSON HOUSING AUTHORITY, CARSON SUCCESSOR AGENCY-MONTH ENDING JULY 31, 2026 (CITY COUNCIL)
RECOMMENDED ACTION
— 1. RECEIVE and FILE this report.

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

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

17. 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. 26-095, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $7,064,448.30 DEMAND CHECK NUMBERS 186988 THROUGH 187057 AND 265971 THROUGH 266044 AND 317 AND 320 AND 322 THROUGH 327 FOR GENERAL DEMAND AND THE AMOUNT OF $63,925.00, CHECK NUMBER 1304 FOR CO-OP AGREEMENT DEMANDS" (CITY COUNCIL).

— 2. WAIVE further reading and ADOPT Resolution No. 26-10-CHA, "A RESOLUTION OF THE CARSON HOUSING AUTHORITY RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $53,732.57, DEMAND CHECK NUMBERS HA-002131 THROUGH HA-002137" (HOUSING AUTHORITY).

— 3. WAIVE further reading and ADOPT Resolution No. 26-10-CSA, "A RESOLUTION OF THE CARSON SUCCESSOR AGENCY RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $1,988.50, DEMAND CHECK NUMBERS SA-002001 THROUGH SA-002002" (SUCCESSOR AGENCY).

— 4. WAIVE further reading and ADOPT Resolution No. 26-02-ENT, "A RESOLUTION OF THE ENTERPRISE FUND RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $1,918,241.46, DEMAND CHECK NUMBERS ENT-000311 THROUGH ENT-000312" (ENTERPRISE).

18. CONSIDER THE FISCAL YEAR 2025-2026 YEAR END CONTINUING APPROPRIATIONS AND CONSIDER ADOPTING RESOLUTION 26-106, A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2026-2027 BUDGET IN THE GENERAL FUND, SPECIAL REVENUE FUNDS, ENTERPRISE FUNDS AND CAPITAL IMPROVEMENT PROGRAM (CIP) FUND (CITY COUNCIL)
RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Resolution No. 26-106, "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 TO CONTINUE UNSPENT APPROPRIATIONS FROM FISCAL YEAR 2025/26"

19. CONSIDER APPROVAL OF AN UPDATED STANDARD MANAGEMENT PROCEDURE 2.11 (EVENT ATTENDANCE AND REPORTING) REGARDING REIMBURSABLE TRAVEL EXPENSES (CITY COUNCIL)
RECOMMENDED ACTION

— 1. APPROVE the proposed updated SMP 2.11.

20. CONSIDER APPROVING REVISIONS TO COUNCIL POLICY NO. 1.45 TO LIMIT THE USE OF CITY STAFF FOR COUNCILMEMBER TOWN HALL AND COMMUNITY MEETINGS TO ONE MEETING PER CITY PARK PER CALENDAR YEAR, SUBJECT TO SPECIFIED EXCEPTIONS (CITY COUNCIL)
RECOMMENDED ACTION

— 1. CONSIDER and ADOPT the proposed updated Council Policy No. 1.45.

21. CONSIDER APPROVING TWO (2) CONTRACT SERVICES AGREEMENTS FOR PROFESSIONAL PHOTOGRAPHY AND MEDIA SERVICES (CITY COUNCIL)
RECOMMENDED ACTION

— 1. APPROVE the proposed Agreement for Contract Services with Bakers Man Productions for a not to exceed contract sum of $70,000 for 5-year total cost to provide on-call photography and media services for City events and programs per RFP 26-021; and,

— 2. APPROVE the proposed Agreement for Contract Services with Clivabeth Photography LLC for a not to exceed contract sum of $280,000 for 5-year total cost to provide on-call photography and media services for City events and programs per RFP 26-021; and,

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

22. CONSIDER APPROVAL OF CONTRACT FOR EMPLOYEE RECRUITMENT SOFTWARE SUBSCRIPTION WITH GOVERNMENTJOBS.COM, INC. (D/B/A “NEOGOV") (CITY COUNCIL)
RECOMMENDED ACTION

— 1. APPROVE a contract with GOVERNMENTJOBS.COM, INC. (D/B/A “NEOGOV") for Employee Recruitment Software Subscription, including software licenses, software maintenance, and software support for a total contract amount not to exceed $113,304.67 for a term of 3 years; and

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

23. CONSIDER APPROVING AMENDMENT NO.1 TO THE CONTRACT SERVICES AGREEMENT WITH FIBER ASSETCO LLC D/B/A ZAYO (FORMERLY CROWN CASTLE FIBER LLC) FOR DARK FIBER. (CITY COUNCIL)
RECOMMENDED ACTION

— 1. APPROVE a contract amendment No.1 with Fiber AssetCo LLC D/B/A Zayo (formerly Crown Castle Fiber LLC) for Dark Fiber Leases for an increased amount of $6,000, and a total contract amount not to exceed $1,068,000 for a total term of 10 years; and

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

24. VICTORIA GOLF COURSE PROJECT: UPDATE ON PROPOSED EIFD FUNDING AND UPCOMING EIFD BOARD ACTION (CITY COUNCIL)
RECOMMENDED ACTION

— 1. RECEIVE AND FILE an update regarding proposed Carson Enhanced Infrastructure Financing District (EIFD) funding for the Victoria Golf Course Project and the upcoming consideration of the proposed Administrative Reimbursement Agreement by the EIFD Board.

25. CONSIDER ADOPTION OF RESOLUTION NO. 26-099, A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2026-27 BUDGET IN THE GENERAL FUND AND SPECIAL REVENUE FUNDS FOR COMMUNITY & ECONOMIC DEVELOPMENT PROJECTS & VARIOUS PUBLIC WORKS CAPITAL IMPROVEMENT PROGRAM (CIP) PROJECTS (CITY COUNCIL)
RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Resolution No. 26-099, "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"; and,

— 2. AUTHORIZE the City Manager, or designee, to execute any documents necessary to implement the approved budget amendment; and,

— 3. AMEND the FY26-27 CIP Plan to reflect the updates to the project funding, including the addition of PW 1852 East Carson Corridor Revitalization Project.

26. CONSIDER APPROVING A GRANT OF EASEMENT AND AUTHORIZE THE CITY MANAGER TO EXECUTE A CERTIFICATE OF ACCEPTANCE PURSUANT TO SECTION 27281 OF THE CALIFORNIA GOVERNMENT CODE OF AN EASEMENT FOR TRAFFIC SIGNAL PURPOSES LOCATED AT 285 EAST DEL AMO BOULEVARD, ASSESSOR'S PARCEL NUMBER 7336-010-026 (EVOLVE APARTMENTS DRIVEWAY) (CITY COUNCIL)
RECOMMENDED ACTION
— 1. APPROVE the Grant of Easement from MG Evolve Apartments LLC, a Delaware limited liability company; MG Evolve Apartments ASC LLC, a Delaware limited liability company; MG Evolve Apartments CLP LLC, a Delaware limited liability company; MG Evolve Apartments KRT LLC, a Delaware limited liability company, MG Evolve Apartments HAN LLC, a Delaware limited liability company; and MG Evolve Apartments MZG LLC, a Delaware limited liability company (together, “Grantor”)
— 2. AUTHORIZE the City Manager to execute the Certificate of Acceptance following approval as to form by the City Attorney and cause the easement to be recorded in the Official Records of the County of Los Angeles.

27. CONSIDER APPROVING A PURCHASE AGREEMENT WITH DEERE & COMPANY, DBA JOHN DEERE, FOR THE PURCHASE OF TWO TRUFINISH 1235 ELECTRIC UTILITY RAKES (SANDPROS) FOR THE COMMUNITY SERVICES DEPARTMENT’S PARK MAINTENANCE DIVISION (CITY COUNCIL)
RECOMMENDED ACTION
— 1. APPROVE a Purchase Agreement with Deere & Company, dba John Deere, an authorized Sourcewell vendor under Contract No. 112624-DAC, for the purchase of two John Deere TruFinish 1235 Electric Utility Rakes (SandPros), for a total not-to-exceed purchase price of $78,386.12; and,
— 2. AUTHORIZE the Mayor to execute the Agreement, following approval as to form by the City Attorney.

28. CONSIDER APPROVAL OF AMENDMENT NO. 4 TO THE OPERATIONS AND MAINTENANCE AGREEMENT WITH LOS ANGELES COUNTY SANITATION DISTRICT NO. 2 FOR PROJECT NO. 1515 - CARSON STORMWATER CAPTURE FACILITY AT CARRIAGE CREST PARK (CITY COUNCIL)
RECOMMENDED ACTION
— 1. APPROVE the proposed Amendment No. 4 to the Operations and Maintenance Agreement between the City of Carson and Los Angeles County Sanitation District No. 2 for Project No. 1515 - Carson Stormwater Capture Facility at Carriage Crest Park, extending the term of the agreement through June 30, 2027; and,
— 2. AUTHORIZE the Mayor to execute the proposed Amendment No. 4, subject to approval as to form by the City Attorney.

29. CONSIDER APPROVAL AND EXECUTION OF A REVISED USE AND MAINTENANCE AGREEMENT WITH THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT FOR PROJECT NO. 1776 – CALAS PARK STORMWATER AND WATER QUALITY IMPROVEMENTS SUPPLEMENTAL ENVIRONMENTAL PROJECT (CITY COUNCIL)
RECOMMENDED ACTION
— 1. APPROVE the revised Use and Maintenance Agreement with the Los Angeles County Flood Control District; and,
— 2. AUTHORIZE the Mayor to execute the revised Use and Maintenance Agreement with the Los Angeles County Flood Control District, subject to approval as to form by the City Attorney.

30. CONSIDER ELIMINATING THE EXISTING TRUCK PARKING ZONE ON FIGUEROA STREET SOUTH OF SEPULVEDA BOULEVARD AND ESTABLISHING A NO-PARKING RESTRICTION ON BOTH SIDES OF FIGUEROA STREET BETWEEN LOMITA BOULEVARD AND SEPULVEDA BOULEVARD (CITY COUNCIL)
RECOMMENDED ACTION

— 1. AUTHORIZE the elimination of the existing 72-hour truck parking zone on the west side of Figueroa Street, south of Sepulveda Boulevard; and,

— 2. DIRECT the Director of Public Works to remove the existing signs designating the 72-hour truck parking zone; and,

— 3. AUTHORIZE the prohibition of parking on both sides of Figueroa Street between Lomita Boulevard and Sepulveda Boulevard; and,

— 4. DIRECT the Director of Public Works to install the appropriate signs and/or pavement markings necessary to establish and enforce the no-parking restriction on both sides of Figueroa Street between Lomita Boulevard and Sepulveda Boulevard.

31. CONSIDER RECEIVING AND FILING THE CITY OF CARSON URBAN FOREST MASTER PLAN (CITY COUNCIL)
RECOMMENDED ACTION

— 1. RECEIVE and FILE the Urban Forest Master Plan (UFMP).

SPECIAL ORDERS OF THE DAY (Item 32)

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.

32. PUBLIC HEARING AND APPROVAL OF THE 2025–2026 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER) FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
RECOMMENDED ACTION

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

— 2. APPROVE the final version of the Consolidated Annual Performance and Evaluation Report (CAPER) and DIRECT staff to submit the CAPER to HUD by the required deadline of September 28, 2026; and,

— 3. Review and File this report.

DISCUSSION (Items 33-35)

33. CONSIDER APPROVAL OF AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT WITH RJM DESIGN GROUP, INC. FOR THE CARRIAGE CREST PARK EXPANSION AND IMPROVEMENTS PROJECT (PROJECT NO. 1368) (CITY COUNCIL)
RECOMMENDED ACTION

— 1. APPROVE proposed Amendment No. 3 to the Professional Services Agreement with RJM Design Group, Inc. for Project No. 1368, Carriage Crest Park Expansion and Improvements Project, increasing the agreement by $66,580, for a revised total not-to-exceed amount of $1,171,035, and extending the agreement term through December 31, 2026; and,

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

34. CONSIDER AWARDING CONTRACT SERVICES AGREEMENTS TO JAS LANDSCAPE LLC, EMTS INC., AND MARIPOSA LANDSCAPES INC. FOR LANDSCAPE MEDIAN MAINTENANCE AND MANAGEMENT SERVICES (CITY COUNCIL)

RECOMMENDED ACTION

— 1. AWARD a five-year contract to JAS Landscape LLC for landscape median maintenance and management services for Quadrant A, in an amount not to exceed $779,700;

— 2. AUTHORIZE the Mayor to execute the contract with JAS Landscape LLC for Quadrant A, subject to approval as to form by the City Attorney;

— 3. AWARD a five-year contract to EMTS Inc. for landscape median maintenance and management services for Quadrant B, in an amount not to exceed $586,033.80;

— 4. AUTHORIZE the Mayor to execute the contract with EMTS Inc. for Quadrant B, subject to approval as to form by the City Attorney;

— 5. AWARD a five-year contract to Mariposa Landscape Inc. for landscape median maintenance and management services for Quadrant C, in an amount not to exceed $392,220;

— 6. AUTHORIZE the Mayor to execute the contract with Mariposa Landscape Inc. for Quadrant C, subject to approval as to form by the City Attorney;

— 7. AWARD a five-year contract to JAS Landscape LLC for landscape median maintenance and management services for Quadrant D, in an amount not to exceed $517,200;

— 8. AUTHORIZE the Mayor to execute the contract with JAS Landscape LLC for Quadrant D, subject to approval as to form by the City Attorney.

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

RECOMMENDED ACTION

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

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

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

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

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

ORDINANCE SECOND READING (Item 36)

36. SECOND READING AND ADOPTION OF ORDINANCE NOS. 26-2612 AND 26-2613, FINDING NO FURTHER ENVIRONMENTAL REVIEW UNDER CEQA IS REQUIRED PURSUANT TO CEQA GUIDELINES SECTION 15168 AND APPROVING THE DISTRICT AT SOUTH BAY SPECIFIC PLAN AMENDMENT (SPA NO. 00004-2026) AND AMENDED & RESTATED DEVELOPMENT AGREEMENT (DA NO. 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 (CITY COUNCIL)

RECOMMENDED ACTION

— 1. CONDUCT a Second Reading by title only and with further reading waived, and ADOPT: (A) Ordinance 26-2612, entitled "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 (B) Ordinance No. 26-2613, entitled "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,

— 2. AUTHORIZE the Mayor to execute Development Agreement No. DA-0001-26, following approval as to form by the City Attorney.

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: September 10, 2026

CITY OF CARSON

File #: **Version:**

Report to City Council, Successor Agency, and Housing Authority

Tuesday, September 15, 2026, 5:00 PM

APPROVAL OF MINUTES 13.

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 - SEPTEMBER 1, 2026 (REGULAR)

I. SUMMARY

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

- Tuesday, September 1, 2026 (Regular)

II. RECOMMENDATION

APPROVE the minutes as listed.

III. ALTERNATIVES

None.

IV. BACKGROUND

None.

V. FISCAL IMPACT

None.

VI. EXHIBITS

1. Minutes, September 1, 2026 (Regular)

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

Attachments

Minutes - CC Reg Mtg 09-01-26.pdf

CITY OF CARSON

MINUTES

CARSON CITY COUNCIL/
SUCCESSOR AGENCY/HOUSING AUTHORITY
REGULAR MEETING

TUESDAY, SEPTEMBER 1, 2026, 5:00 P.M.

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

The meeting was called to order at 5:04 P.M. by Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Cedric Hicks, Sr. in the Helen Kawagoe Council Chambers, Carson City Hall, located at 701 E. Carson Street, Carson, California 90745.

ROLL CALL (CITY CLERK)

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

Council Members/Agency Members/Authority Board Members Present:

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

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

Council Member/Agency Member/Authority Board Member Arleen Rojas

Council Members/Agency Members/Authority Board Members Absent:

Mayor/Agency Chairman/Authority Chairman Lula Davis-Holmes (Excused)

Council Member/Agency Member/Authority Board Member Jim Dear (Entered during Closed Session)

Also Present:

Monica Cooper, City/Agency/Authority Treasurer; Sunny Soltani, City/Agency/Authority Attorney; David C. Roberts, Jr., City Manager; John Raymond, Executive Director; Dr. Arlington Rodgers, Jr., Director of Public Works; Gary Carter, Director of Information Technology and Security; Nora Garcia, Director of Public Safety and Emergency Management; William Jefferson, Director of Finance; Nathan Freemen, Director of Community and Economic Development; Thomas Toman, Deputy City Manager; Michael George, Government Affairs Officer; and Shevae Palmer, Senior Clerk

FLAG SALUTE

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

INVOCATION (Item 1)

1. PASTOR JIMMY ORELLANA FROM CALVARY LIFE

Pastor Jimmy Orellana gave the invocation.

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).

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 item.

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

The meeting was recessed at 5:08 P.M. by Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Hicks, Sr. to Closed Session.

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 5:45 P.M. by Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Hicks, Sr. with all members previously noted present including Council Member/Agency Member/Authority Board Member Dear.

REPORT ON CLOSED SESSION ACTIONS (CITY ATTORNEY)

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

INTRODUCTIONS (MAYOR)

None.

PRESENTATIONS (Items 3-4)

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

Nora Garcia, Director of Public Safety and Emergency Management, and Kaitlin Sanchez, Public Safety Services Manager, introduced Cesar Vargas who is the new Animal Control Officer.

Public Safety Services Manager Sanchez gave a PowerPoint presentation overview of the Animal Control Program.

Questions were asked and answered.

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

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Hicks, Sr. presented a Certificate of Recognition to Dre'Londe "Dre" Johnson for his track and field accomplishments who offered comments and words of gratitude.

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

City Clerk/Agency Secretary/Authority Secretary, Dr. Bradshaw announced there are speaker cards for Item No. 22. Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Hicks, Sr. stated the speakers will be heard during the item.

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)- 6:04 PM

RECOMMENDED ACTION

— 1. APPROVE the minutes as listed.

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

CONSENT (Items 6-21)

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Hicks, Sr. requested to remove Item No. 17 for discussion.

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

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.

ACTION: Item No. 6 was approved on Consent.

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.

ACTION: Item No. 7 was approved on Consent.

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."

ACTION: Item No. 8 was approved on Consent.

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

RECOMMENDED ACTION

— 1. RECEIVE and FILE this report.

ACTION: Item No. 9 was approved on Consent.

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.

ACTION: Item No. 10 was approved on Consent.

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.

ACTION: Item No. 11 was approved on Consent.

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."

ACTION: Item No. 12 was approved on Consent.

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".

ACTION: Item No. 13 was approved on Consent.

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."

ACTION: Item No. 14 was approved on Consent.

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)- 6:05 PM

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.

ACTION: Item No. 15 was approved on Consent.

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.

ACTION: Item No. 16 was approved on Consent.

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.

** Item was Removed from Consent

Item No. 17 was heard after approval of the Consent items.

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

Motion To Approve submitted by Cedric L. Hicks Sr. seconded by Dr. Jawane Hilton resulting in 4-0-0-0-1 Absent was Mayor Lula Davis-Holmes

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.

ACTION: Item No. 18 was approved on Consent.

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.

ACTION: Item No. 19 was approved on Consent.

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.

ACTION: Item No. 20 was approved on Consent.

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.

ACTION: Item No. 21 was approved on Consent.

SPECIAL ORDERS OF THE DAY (Item 22)

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.

Item No. 22 was heard after Item No. 17.

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Hicks, Sr. declared the Public Hearing open.

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

Planning Manager McKina Alexander gave a PowerPoint presentation on The District at South Bay 2026 Project Modification 20400 Main Street First Reading.

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Hicks, Sr. asked about the removal of the Country Mart project.

Darren Embry, Applicant, responded to Mayor Pro Tempore Hicks, Sr.'s question.

Council Member Rojas and Council Member, Dr. Hilton offered comments in support of the project.

Public Comments

The following individuals offered comments in support of the project.

Crystal Lewis

Ray Lawson

Briana Dorsey

(Council Member/Agency Member/Authority Board Member, Dr. Hilton exited the meeting at 6:15 P.M. and reentered the meeting at 6:17 P.M.)

Michael Yniguez

Brenda Campos

Bella Gonzalez

Victor Glenn Najjar

Mairo Flores

Juan Morales

Tony Hernandez

Amy Smith

Jayson Baiz

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Hicks, Sr. closed the Public Hearing.

Council Member/Agency Member/Authority Board Member Dear asked about a written Project Labor Agreement in place for this project. Planning Manager McKina Alexander explained that the developer can speak to the fact but City Manager Roberts, Jr. explained that there is language in place already.

(Council Member/Agency Member/Authority Board Member, Dr. Hilton exited the meeting at 6:34 P.M. and reentered the meeting at 6:35 P.M.)

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

DISCUSSION (Items 23-24)

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

RECOMMENDED ACTION

— 1. DISCUSS this report.

ACTION: Director, Dr. Rodgers, Jr. gave a PowerPoint presentation update on various projects including Mills Park, Citywide Streetscape, Carriage Crest Park, Calas Park Stormwater, University Drive Rehabilitation, Martin Luther King Jr. Street Rehabilitation, Sepulveda Bridge Widening, Traffic Signal Upgrades at Four Intersections, Traffic Signal Upgrades at Six Intersections, Upgrade Traffic Signal Avalon & Gardena, and Traffic Signal Modification.

(Council Member/Agency Member/Authority Board Member, Dr. Hilton exited the meeting at 6:52 P.M. and reentered the meeting at 6:53 P.M.)

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Hicks, Sr. asked about the traffic signal on Central Avenue and University Drive. Director, Dr. Rodgers, Jr. responded to his question.

Council Member/Agency Member/Authority Board Member Dear asked about the University Drive Rehabilitation Project if the location of the project is Wilmington Avenue to Avalon Boulevard. Director, Dr. Rodgers, Jr. responded in the affirmative.

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Hicks, Sr. ordered this item received and filed with no objection heard.

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)- 7:02 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: The City Council took the following actions:

By consensus of the City Council, the Delegates and Alternates of the League of California Cities and League of California Cities (Los Angeles County Division) were reaffirmed as follows:

CITY AFFILIATED ORGANIZATIONS

League of California Cities

Council Member Rojas - Delegate

Council Member, Dr. Hilton - Alternate 1

Mayor Davis-Holmes - Alternate 2

League of California Cities (Los Angeles County Division)

Council Member, Dr. Hilton - Delegate

Council Member Rojas - Alternate 1

Mayor Davis-Holmes - Alternate 2

BOARD

Mobilehome Park Rental Review Board

Mayor Pro Tempore Hicks, Sr. appointed Susan Hernandez as Resident Homeowner Member, his uncontested appointment to the Mobilehome Park Rental Review Board, thereby, creating a vacancy of the At-large Member.

ORDINANCE SECOND READING

None.

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

Sheila Richardson

Invited Council Member, Dr. Hilton to her mother's services; thanked the City Council for their consideration with her pending proposal

Joaquim Baptista

Expressed concern with parking as a result of the project on Grace Avenue

Bruce Jim Douglas

Spoke about the Reading Program

Angie Blakes

Spoke about the parking issues in Dominguez Hills Village; asked the City Council to consider creating a Conflict Resolution Oversight Committee that can be used for residents in the homeowners association communities to resolve inter conflicts with unnecessary towing

COUNCIL MEMBER REQUESTS TO ADD ITEMS TO FUTURE AGENDAS

None.

ORAL COMMUNICATIONS (COUNCIL MEMBERS)

Council Member/Agency Member/Authority Board Member, Dr. Hilton thanked everyone who attended Fam Fest including Director Whittiker, Jr., Parks and Recreation staff, Council Aide K.W. Tulloss, and sponsors for their assistance.

Council Member/Agency Member/Authority Board Member Dear shared that he attended Fam Fest and enjoyed the high-quality entertainment that was held at Stevenson Park. He announced his next Town Hall Meeting, September 16, 2026 at 6:30 P.M., Veterans Park for District 2 and citywide issues.

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

- October is Senior Citizen Awareness Month;
- Requested an update on the E-bike ordinance;
- Partnering with Los Angeles County Sheriff Department Carson Station on E-bicycle safety for teens;
- Town Hall Meeting, September 17, 2026, at Foisia Park;
- Town Hall Meeting, September 24, 2026, at Del Amo Park

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

- Attended the Contract Cities Fall Summit in San Diego and shared information about Measure G (expansion of the Los Angeles County Board of Supervisors from five to nine seats and working on elected director overseeing the board and guidelines; first election to be held in 2032 and second election to be held in 2037;
- Asked about the medians on 223rd Street near the Auto Row and received a request that the yuccas be cut down/trimmed which is causing visibility problems;
- Trees on Alvo Avenue near Del Amo Boulevard which are located on the sidewalk and not on private property;
- Street lights are out on Del Amo Boulevard between Alvo Avenue and Tajauta Avenue;
- On 220th Street and Wilmington Avenue, the southbound left hand turning lane needs repair which have deep ruts from the big trucks causing driver issues on the road way;
- Area near Friendship Mini Park needs cleaning at the corner of 220th Street and Wilmington Avenue (part of Marathon's property who needs to be contacted);

- Town Hall Meeting, September 3, 2026 at 6:30 P.M., Anderson Park;
- Town Hall Meeting, September 17, 2026 at 6:30 P.M., Dominguez Park;
- Commended Venice Family Clinic for their assistance with the Food Giveaway held at Calas Park last Thursday;
- It's All About Me Women's Conference, October 16, 2026 from 7:30 A.M. to 3:30 P.M., $55 until September 11, 2026; $65 after September 12, 2026 to October 9, 2026

Council Member/Agency Member/Authority Board Member Dear reported Reflections Mini Park needs cleaning.

Council Member/Agency Member/Authority Board Member Rojas reported street lights are out in front of the Avalon Courtyard Senior Living on Avalon Boulevard and 220th Street; announced her Dad's 100th heavenly birthday today.

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Hicks, Sr. announced that he and Assembly Member Mike Gipson are hosting an Expungement event on September 30, 2026 from 9:00 A.M. to 3:00 P.M. at the Carson Community Center.

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:

Michael Edmond Drinkard

Trenton J. Thompson

Reverend Waymon Lewis Baker

Laurence "Larry" Donoghue

Karen Forte

Caesar Soto

Ora Lee Moore

Faitotoa "Dora" Ulufanua

Dr. Willie E. Franklin

Oletha Parker

Valerie Rodgers-Owens

Tanya Anise Scotlan

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

ADJOURNMENT

The meeting was adjourned at 7:34 P.M. by Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Hicks, Sr.

_____

Lula Davis-Holmes

Mayor/Agency Chairman/Authority Chairman

ATTEST:

_____

Dr. Khaleah K. Bradshaw

City Clerk/Agency Secretary/Authority Secretary

_____

Signature

CITY OF CARSON

701 East Carson Street

Report to City Council, Successor Agency, and Housing Authority

Tuesday, September 15, 2026, 5:00 PM

CONSENT 14.

To: City Council, Successor Agency, and Housing Authority

From: Monica Cooper, City Treasurer {{department}} {{division}}

Subject: CONSIDER MONTHLY INVESTMENT AND CASH REPORT FOR THE CITY OF CARSON, CARSON HOUSING AUTHORITY, CARSON SUCCESSOR AGENCY-MONTH ENDING JULY 31, 2026 (CITY COUNCIL)

I. SUMMARY

Submitted to the Mayor and City Council is the monthly Investment and Cash Report for the City of Carson, Successor Agency and Carson Housing Authority for the month ending July 31, 2026. Following are the total reserves and cash on hand for the City of Carson and each Carson entity:

City of Carson reserves (Invested assets): $227,699,140.48

Carson available cash: $50,965,822.73

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

Total City of Carson agency restricted funds: $17,684,519.98

NOTE -The amount highlighted in red on the spreadsheet ($71,479,634.64)represent restricted oil revenues that are subject to specific limitations on use and are therefore not available for general or discretionary investment purposes. The funds are maintained as restricted, collateralized bank deposits.

II. RECOMMENDATION

RECEIVE and FILE.

III. ALTERNATIVES

TAKE another action the Council deems appropriate.

IV. BACKGROUND

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

V. FISCAL IMPACT

None

VI. EXHIBITS

1. Summary of Cash (Pg. 3)
2. City of Carson Investment (Pgs.4-6)
3. City of Carson Successor Agency Investments (Pg.7)
4. City of Carson Housing Authority Investments (Pg. 8)

Attachments

CITY OF CARSON PORTFOLIO RESERVES SUMMARY JULY 2026 revised.pdf
CITY OF CARSON PORTFOLIO SUCCESSOR RESERVES SUMMARY JULY 2026.pdf
CITY OF CARSON PORTFOLIO RESERVES HOUSING SUMMARY JULY 2026.pdf



CITY OF CARSON PORTFOLIO RESERVES SUMMARY
FOR THE MONTH ENDING
JULY 31, 2026

Description	CUSIP/Ticker	YTM @ Cost	Face Amount/Shares	Cost Value	Market Value	% of Portfolio
Cash						
BNY Cash Reserve Cash	MM1159A	3.060	4,150,629.69	4,150,629.69	4,150,629.69	1.82
East/West Bank Cash	23964-INFRAS	3.040	12,555,498.47	12,555,498.47	12,555,498.47	5.50
East/West Bank Cash	22305	3.040	71,479,634.64	71,479,634.64	71,479,634.64	31.33
Preferred Premier Cash	MM942	3.250	44,569,430.61	44,569,430.61	44,569,430.61	19.54
Sub Total / Average Cash		3.111	132,755,193.41	132,755,193.41	132,755,193.41	58.19
Certificate Of Deposit						
Eaglemark Saving Bank 2 3/2/2027	27004PCM3	2.000	245,000.00	245,000.00	241,931.01	0.11
East/West Bank 3.69 8/5/2026	9182B	3.690	1,148,869.35	1,148,869.35	1,148,869.35	0.50
East/West Bank 3.69 8/5/2026	0303B	3.690	1,147,946.15	1,147,946.15	1,147,946.15	0.50
East/West Bank 3.69 8/5/2026	8467B	3.690	1,147,946.15	1,147,946.15	1,147,946.15	0.50
East/West Bank 3.69 8/5/2026	2582B	3.690	1,147,946.15	1,147,946.15	1,147,946.15	0.50
East/West Bank 3.69 8/5/2026	4698B	3.690	1,147,946.15	1,147,946.15	1,147,946.15	0.50
MABUHAY 3.25 8/13/2027	XXXX49	3.250	233,829.92	233,829.92	233,829.92	0.10
Preferred Bank 3.74 8/1/2026	6893D	3.740	1,000,000.00	1,000,000.00	1,000,000.00	0.44
Preferred Bank 3.74 9/7/2026	4573A	3.740	2,500,000.00	2,500,000.00	2,500,000.00	1.10
Preferred Bank 3.86 8/1/2026	6907C	3.860	1,000,000.00	1,000,000.00	1,000,000.00	0.44
Preferred Bank 3.86 9/5/2026	4514A	3.860	2,000,000.00	2,000,000.00	2,000,000.00	0.88
Preferred Bank 3.86 9/7/2026	4581A	3.860	2,500,000.00	2,500,000.00	2,500,000.00	1.10
Preferred Bank 4 3/19/2027	23100A	4.000	2,000,000.00	2,000,000.00	2,000,000.00	0.88
Preferred Bank 4 3/19/2027	23062A	4.000	2,000,000.00	2,000,000.00	2,000,000.00	0.88
Preferred Bank 4 3/19/2027	23097A	4.000	2,000,000.00	2,000,000.00	2,000,000.00	0.88
Preferred Bank 4 3/19/2027	23089A	4.000	2,000,000.00	2,000,000.00	2,000,000.00	0.88
Preferred Bank 4 3/19/2027	23070A	4.000	2,000,000.00	2,000,000.00	2,000,000.00	0.88
Preferred Bank 4 6/26/2027	683	4.000	1,000,000.00	1,000,000.00	1,000,000.00	0.44
Preferred Bank 4 6/26/2027	691	4.000	1,000,000.00	1,000,000.00	1,000,000.00	0.44

Description	CUSIP/Ticker	YTM @ Cost	Face Amount/Shares	Cost Value	Market Value	% of Portfolio
Preferred Bank 4 6/28/2027	6119A	4.000	1,000,000.00	1,000,000.00	1,000,000.00	0.44
Preferred Bank 4 6/29/2027	6915	4.000	1,000,000.00	1,000,000.00	1,000,000.00	0.44
Preferred Bank 4 6/29/2027	3703A	4.000	1,000,000.00	1,000,000.00	1,000,000.00	0.44
Preferred Bank 4 7/10/2027	7180C	4.000	1,000,000.00	1,000,000.00	1,000,000.00	0.44
Preferred Bank 4 7/21/2027	23194A	4.000	1,000,000.00	1,000,000.00	1,000,000.00	0.44
Preferred Bank 4 7/21/2027	23186A	4.000	2,000,000.00	2,000,000.00	2,000,000.00	0.88
Preferred Bank 4 7/21/2027	23208A	4.000	2,000,000.00	2,000,000.00	2,000,000.00	0.88
Preferred Bank 4.16 7/10/2027	7199D	4.160	1,000,000.00	1,000,000.00	1,000,000.00	0.44
Toyota Finl Svgs BK 1.05 10/21/2026	8923M-LW-9	1.050	245,000.00	245,000.00	243,461.30	0.11
Truist Bank 4 11/25/2030-26	897926CS8	4.000	250,000.00	250,000.00	244,298.50	0.11
USBS BANK1.05 10/27/2026	90348JV56	1.050	245,000.00	245,000.00	243,351.27	0.11
Sub Total / Average Certificate Of Deposit		3.857	37,959,483.87	37,959,483.87	37,947,525.95	16.64
Corporate						
AMAZON COM INC 4 3/13/2029-26	023135DC7	4.000	300,000.00	300,000.00	294,753.00	0.13
BERKSHIRE HATHAWAY FIN 2.3 3/15/2027	084664CZ2	2.580	300,000.00	296,087.07	296,730.00	0.13
GOOGLE- Alphabet Inc. 1.998 8/15/2026	02079KAC1	2.000	300,000.00	299,972.90	299,748.00	0.13
NVIDIA CORP 4.35 6/15/2029	67066GQ7	4.350	500,000.00	499,999.35	494,880.00	0.22
TARGET CORPORATION 1.95 1/15/2027	87612EBM7	1.990	500,000.00	499,063.55	495,275.00	0.22
Sub Total / Average Corporate		3.023	1,900,000.00	1,895,122.87	1,881,386.00	0.83
Local Government Investment Pool						
LAIF LGIP	LGIP9143	3.840	19,032,563.12	19,032,563.12	19,032,563.12	8.34
Sub Total / Average Local Government Investment Pool		3.840	19,032,563.12	19,032,563.12	19,032,563.12	8.34
US Agency						
FAMC 2.3 3/8/2027	31422XVA7	2.300	1,000,000.00	1,000,000.00	989,010.00	0.44
FAMC 4.18 6/22/2029	31428JLT2	4.221	1,500,000.00	1,498,291.50	1,487,850.00	0.66
FAMC 4.48 6/22/2029	31428JLM7	4.480	1,500,000.00	1,500,000.00	1,492,875.00	0.66
FFCB 1.27 11/2/2026	3133ENCQ1	1.270	1,000,000.00	1,000,000.00	993,390.00	0.44
FFCB 1.43 11/23/2026-22	3133ENEM8	1.430	1,000,000.00	1,000,000.00	992,260.00	0.44
FFCB 4 11/1/2027	3133ERZC8	4.070	475,000.00	474,069.86	473,727.00	0.21
FFCB 4 11/1/2029-25	3133ERZD6	4.120	1,000,000.00	994,627.33	986,210.00	0.44
FFCB 4.47 3/5/2030	3133ER5U1	4.470	1,000,000.00	1,000,000.00	987,910.00	0.44
FHLB 1 9/30/2026	3130AP6D2	1.000	1,000,000.00	1,000,000.00	995,380.00	0.44
FHLB 1.125 10/14/2026	313OAPBS3	1.125	1,000,000.00	1,000,000.00	994,530.00	0.44
FHLB 1.3 11/24/2026-22	3130APU37	1.326	1,000,000.00	998,750.00	991,780.00	0.44
FHLB 1.31 10/28/2026	3130APLN3	1.310	1,000,000.00	1,000,000.00	993,930.00	0.44
FHLB 1.375 11/16/2026	3130APLP8	1.375	1,000,000.00	1,000,000.00	992,480.00	0.44
FHLB 1.5 1/27/2027	3130AQHM8	1.500	1,000,000.00	1,000,000.00	987,590.00	0.44

Description	CUSIP/Ticker	YTM @ Cost	Face Amount/Shares	Cost Value	Market Value	% of Portfolio
FHLB 4 10/8/2030-26	3130B87E6	4.000	1,000,000.00	1,000,000.00	981,020.00	0.44
FHLB 4 12/4/2030-26	3130B8U91	4.000	2,000,000.00	2,000,000.00	1,964,240.00	0.88
FHLB 4.125 12/4/2030	3130B8VT6	4.125	2,000,000.00	2,000,000.00	1,961,900.00	0.88
FHLB 4.3 6/18/2030-25	3130B6TR7	4.300	1,000,000.00	1,000,000.00	991,790.00	0.44
FHLMC 4.375 5/27/2031	3134HCX38	4.438	2,000,000.00	1,994,000.00	1,979,520.00	0.88
FNMA 4 10/16/2030-26	3136GAY52	4.000	1,000,000.00	1,000,000.00	981,130.00	0.44
FNMA 4.07 12/4/2030-26	3136GC6D2	4.070	2,000,000.00	2,000,000.00	1,959,140.00	0.88
Sub Total / Average US Agency		3.210	25,475,000.00	25,459,738.69	25,177,662.00	11.17
US Treasury						
T-Bond 4.125 2/15/2027	91282CKA8	4.424	1,000,000.00	991,750.00	1,000,490.00	0.44
T-Note 3.375 9/15/2027	91282CLL3	3.475	1,000,000.00	997,215.63	991,020.00	0.44
T-Note 3.5 9/30/2026	91282CLP4	3.586	1,000,000.00	998,351.56	999,430.00	0.44
T-Note 3.875 11/30/2029	91282CFY2	4.055	1,000,000.00	991,936.23	984,140.00	0.44
T-Note 3.875 9/30/2029	91282CFL0	4.071	1,000,000.00	991,456.88	985,390.00	0.44
T-Note 4 1/31/2029	91282CJW2	4.283	1,000,000.00	987,532.55	991,800.00	0.44
T-Note 4 10/31/2029	91282CFT3	4.071	1,000,000.00	996,837.50	988,400.00	0.44
T-Note 4 12/15/2027	91282CMB4	3.973	2,000,000.00	2,000,764.43	1,993,520.00	0.88
T-Note 4.125 6/30/2031	91282CQX2	4.202	2,000,000.00	1,992,554.00	1,970,620.00	0.88
Sub Total / Average US Treasury		4.029	11,000,000.00	10,948,398.78	10,904,810.00	4.82
Total / Average		3.351	228,122,240.40	228,050,500.74	227,699,140.48	100

CITY OF CARSON SUCCESSOR AGENCY PORTFOLIO RESERVES SUMMARY
FOR THE MONTH ENDING
JULY 31, 2026

Description	CUSIP/Ticker	YTM @ Cost	Face Amount/Shares	Cost Value	Market Value	% of Portfolio
Cash						
Preferred Bank Cash	MM0099	3.250	6,460,843.10	6,460,843.10	6,460,843.10	80.56
Sub Total / Average Cash		3.250	6,460,843.10	6,460,843.10	6,460,843.10	80.56
Local Government Investment Pool						
LAIF LGIP	LGIP9016	3.840	1,558,684.15	1,558,684.15	1,558,684.15	19.44
Sub Total / Average Local Government Investment Pool		3.840	1,558,684.15	1,558,684.15	1,558,684.15	19.44
Total / Average		3.365	8,019,527.25	8,019,527.25	8,019,527.25	100

CITY OF CARSON HOUSING AUTHORITY PORTFOLIO RESERVES SUMMARY
FOR THE MONTH ENDING
July 31, 2026

Description	CUSIP/Ticker	YTM @ Cost	Face Amount/Shares	Cost Value	Market Value	% of Portfolio
Certificate Of Deposit						
Preferred Bank 4 7/27/2027	22368	4.000	1,000,000.00	1,000,000.00	1,000,000.00	14.29
Preferred Bank 4 7/27/2027	22333	4.000	1,000,000.00	1,000,000.00	1,000,000.00	14.29
Preferred Bank 4 7/27/2027	22341	4.000	1,000,000.00	1,000,000.00	1,000,000.00	14.29
Preferred Bank 4.13 7/27/2027	22368A	4.130	1,000,000.00	1,000,000.00	1,000,000.00	14.29
Preferred Bank 4.16 8/7/2026	4123B	4.160	1,000,000.00	1,000,000.00	1,000,000.00	14.29
Preferred Bank 4.16 8/7/2026	4115B	4.160	1,000,000.00	1,000,000.00	1,000,000.00	14.29
Preferred Bank 4.16 8/7/2026	4131	4.160	1,000,000.00	1,000,000.00	1,000,000.00	14.29
Sub Total / Average Certificate Of Deposit		4.087	7,000,000.00	7,000,000.00	7,000,000.00	100.00
Total / Average		4.087	7,000,000.00	7,000,000.00	7,000,000.00	100

CITY OF CARSON

701 East Carson Street

Report to Honorable Mayor and City Council

Tuesday, September 15, 2026, 5:00 PM

CONSENT 15.

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 AUGUST 2026 PURSUANT TO THE CARSON MUNICIPAL CODE (CITY COUNCIL)

I. SUMMARY

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

II. RECOMMENDATION

RECEIVE and FILE this report and its accompanying exhibits.

III. ALTERNATIVES

TAKE the following actions:

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

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 August 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 – (August 2026)
2. Contract Report – Designee – (August 2026)
3. Budget Transfer Report – (August 2026)

Attachments

Contract Report - City Manager - August 2026.pdf

Contract Report - Designee - August 2026.pdf

Budget Transfer Report - (August 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
D ROBERTS	Original	26-166	CUSTOM SIGNS, INC.	7846	CONSULTANT	STEVENSON PARK SCOREBOARDS	$10,621.00	CS / P&R	6/24/2026	6/23/2027
D ROBERTS	Amendment No. 1	25-131	FLYING LION, INC.	8629	CONSULTANT	ON-DEMAND DRONE SURVEILLANCE	$52,200.77	PS	8/5/2026	8/23/2026
D ROBERTS	Original	26-167	AMERINATIONAL COMMUNITY SERVICE INC	685	CONSULTANT	LOAN PORTFOLIO SERVICES	$12,250.00	CD / HOUSING	8/5/2026	8/4/2031
D ROBERTS	Original	26-180	RMG COMMUNICATIONS	8906	CONSULTANT	MEDIA RELATIONS AND COMMUNICATIONS SUPPORT	$10,350.00	CM / PIO	8/11/2026	8/10/2027
D ROBERTS	Original	26-183	TRIPEPI, SMITH & ASSOCIATES, INC.	6980	CONSULTANT	COMMUNICATION STRATEGY; NOVEMBER 2026 BALLOT	$40,000.00	CMO	8/1/2026	11/3/2026

Signatory Holder	Original/ Amendment	Contract Number	Vendor Name	Vendor Number	Category	Description of Service	Sum	Department	Effective Date (Attestation Date - pg 1)
M WHITTIKER	Original	26-161	MICHAEL GUERRA	8940	EVENT SERVICE PROVIDE AGREEMENT	2026 COUNTRY WESTERN FAIR	$4,000.00	CS / P&R	09/25/2026 *
M WHITTIKER	Original	26-162	DAVID THORNBURY	8680	EVENT SERVICE PROVIDE AGREEMENT	2026 COUNTRY WESTERN FAIR	$600.00	CS / P&R	09/25/2026 *
M WHITTIKER	Original	26-163	WILLIE ROBINSON	7997	EVENT SERVICE PROVIDE AGREEMENT	2026 COUNTRY WESTERN FAIR	$2,500.00	CS / P&R	09/25/2026 *
M WHITTIKER	Original	26-164	BROADCAST SUPPORT INC	7297	EVENT SERVICE PROVIDE AGREEMENT	2026 ENRICHMENT RECITAL: FINDING NEMO	$2,100.00	CS / P&R	08/07/2026 *
M WHITTIKER	Original	26-165	LUIS GOMEZ	7995	EVENT SERVICE PROVIDE AGREEMENT	2026 FAMFEST	$5,850.00	CS / P&R	08/22/2026 *
M WHITTIKER	Original	26-168	BROTHERS IGNITING A GROOVE	8509	EVENT SERVICE PROVIDE AGREEMENT	2026 FAMFEST	$3,500.00	CS / P&R	08/22/2026 *
M WHITTIKER	Original	26-170	REQUEST LINE MUSIC	3304	EVENT SERVICE PROVIDE AGREEMENT	2026 FAMFEST	$700.00	CS / P&R	08/22/2026 *
M WHITTIKER	Original	26-171	JOHNTERIS TATE	8682	EVENT SERVICE PROVIDE AGREEMENT	2026 FAMFEST	$6,000.00	CS / P&R	08/22/2026 *
M WHITTIKER	Original	26-172	AUNDRAE RUSSELL	8000	EVENT SERVICE PROVIDE AGREEMENT	2026 FAMFEST	$1,000.00	CS / P&R	08/22/2026 *
M WHITTIKER	Original	26-173	RODRIGO RODRIGUEZ DIAZ	5053	EVENT SERVICE PROVIDE AGREEMENT	2026 MARIACHI FIESTA	$460.00	CS / HS	09/11/2026 *
M WHITTIKER	Original	26-174	CLAUDETTE LEMUS	8333	EVENT SERVICE PROVIDE AGREEMENT	2026 FAMFEST	$1,500.00	CS / P&R	08/22/2026 *
R LENNOX	Original	26-175	C2R PRODUCTIONS LLC	4750	EVENT SERVICE PROVIDE AGREEMENT	2026 FAMFEST	$1,750.00	CMO / MM	08/22/2026 *
M WHITTIKER	Original	26-176	ELITE SPECIAL EVENTS	1205	EVENT SERVICE PROVIDE AGREEMENT	2026 WINTERFEST	$16,325.00	CS / P&R	12/04/2026 *
M WHITTIKER	Original	26-177	STEVEN CORTEZ	8948	EVENT SERVICE PROVIDE AGREEMENT	2026 COUNTRY WESTERN FAIR	$1,500.00	CS / P&R	09/25/2026 *
M WHITTIKER	Original	26-178	SALVADOR ORTEGA	7581	EVENT SERVICE PROVIDE AGREEMENT	2026 MARIACHI FIESTA	$400.00	CS / HS	09/11/2026 *
M WHITTIKER	Original	26-179	OSCAR GARIBAY	8637	EVENT SERVICE PROVIDE AGREEMENT	2026 MARIACHI FIESTA	$700.00	CS / HS	09/11/2026 *
M WHITTIKER	Original	26-182	STEVEN D SHOEMAKER	7585	EVENT SERVICE PROVIDE AGREEMENT	2026 MARIACHI FIESTA	$1,600.00	CS / HS	09/11/2026 *

JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2027	02	24	BUA	08/03/2026	08/03/2026	BUDGET	TXFawatts	1	N	Hist	2027	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
	ACCOUNT						ACCOUNT DESCRIPTION			
1	10100770	6004		AW		T	Trailer for Weed Abatement		20,000.00	
	101-80-840-294-6004-						PW Sidewalk M Pro Svcs			
2	10100730	8004		AW		T	Trailer for Weed Abatement	20,000.00		
	101-80-840-277-8004-						Equipment			
							** JOURNAL TOTAL	0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2027	02	104	BUA	08/04/2026	08/08/2026	BUDGET	TXFawatts	1	N	Hist	2027	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
	ACCOUNT						ACCOUNT DESCRIPTION			
1	28999030	8008		AW		T	Resolution 26-085	1,000,000.00		
	289-99-999-904-8008-						Improvements Other Than Bldg			
2	28999030	8005		AW		T	Resolution 26-085	2,000,000.00		
	289-99-999-904-8005-						Buildings & Improvements			
3	28900000	3910		AW					3,000,000.00	1
	289-99-999-999-3910-						Appropriation Control			
4	28900000	3930		AW				3,000,000.00		1
	289-99-999-999-3930-						Budget FB Unrestricted Control			
							** JOURNAL TOTAL	3,000,000.00	3,000,000.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2027	02	105	BUA	08/08/2026	08/08/2026	BUDGET	TXFawatts	1	N	Hist	2027	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
	ACCOUNT						ACCOUNT DESCRIPTION			
1	26999030	8005		AW		T	Cover the Cost of Design W		986,729.25	
	260-99-999-904-8005-						Buildings & Improvements			
2	26999030	6004		AW		T	Cover the Cost of Design W	986,729.25		
	260-99-999-904-6004-						Professional Services			
							** 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	02	119	BUA	08/10/2026	08/10/2026	BUDGET TX	awatts	1	N	Hist	2027	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
	ACCOUNT						ACCOUNT DESCRIPTION			
1	10808070	6056		AW		T	To cover telephone costs		6,000.00	
	101-80-850-102-6056-						Training			
2	10808100	6056		AW		T	To cover telephone costs		2,600.00	
	101-80-850-110-6056-						Training			
3	10808070	6011		AW		T	To cover telephone costs	6,000.00		
	101-80-850-102-6011-						Telephone			
4	10808100	6011		AW		T	To cover telephone costs	2,000.00		
	101-80-850-110-6011-						Telephone			
5	10808060	6011		AW		T	To cover telephone costs	600.00		
	101-80-850-287-6011-						Telephone			
							** 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	02	122	BUA	08/11/2026	08/11/2026	BUDGET TX	awatts	1	N	Hist	2027	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
	ACCOUNT						ACCOUNT DESCRIPTION			
1	10505060	6004		AW		T	To account for hardware ex		6,561.49	
	101-50-504-101-6004-						Professional Services			
2	10505060	6020		AW		T	To account for hardware ex	6,561.49		
	101-50-504-101-6020-						CPU Hardware and Software			
							** JOURNAL TOTAL	0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2027	02	123	BUA	08/11/2026	08/11/2026	BUDGET TX	awatts	1	N	Hist	2027	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
	ACCOUNT						ACCOUNT DESCRIPTION			
1	10707070	6004		AW		T	To account for B&S phone c		1,200.00	
	101-70-785-101-6004-						Professional Services			
2	10707070	6011		AW		T	To account for B&S phone c	1,200.00		
	101-70-785-101-6011-						Telephone			
							** 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	02	124	BUA	08/11/2026	08/11/2026	BUDGET	TXFawatts	1	N	Hist	2027	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
	ACCOUNT						ACCOUNT DESCRIPTION			
1	10100760	6004		AW		T	Prg. allocat. corr. (Concr		200,000.00	
	101-80-840-281-6004-						PW Rdway Mnt Pro Svcs			
2	10100770	6004		AW		T	Prg. allocat. corr. (Concr	200,000.00		
	101-80-840-294-6004-						PW Sidewalk M Pro Svcs			
							** JOURNAL TOTAL	0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2027	02	126	BUA	08/11/2026	08/11/2026	BUDGET	TXFawatts	1	N	Hist	2027	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
	ACCOUNT						ACCOUNT DESCRIPTION			
1	25707080	6004		AW		T	To account for Bank Serv F		3,000.00	
	255-70-730-101-6004-						Professional Services			
2	78707070	6004		AW		T	To account for Bank Serv F		25,000.00	
	783-70-730-905-6004-						Professional Services			
3	25707080	6090		AW		T	To account for Bank Serv F	3,000.00		
	255-70-730-101-6090-						Bank Service Charge Fees			
4	78707070	6090		AW		T	To account for Bank Serv F	25,000.00		
	783-70-730-905-6090-						Bank Service Charge Fees			
							** 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	02	137	BUA	08/11/2026	08/11/2026	BUDGET	TXFawatts	1	N	Hist	2027	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
	ACCOUNT						ACCOUNT DESCRIPTION			
1	10100320	6004		AW		T	To account for ESRI costs		1,000.00	
	101-60-640-101-6004-						Operations Pro Svcs			
2	10100320	6017		AW		T	To account for ESRI costs	1,000.00		
	101-60-640-101-6017-						Operations Subs &Pubs			
							** 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	02	160	BUA	08/13/2026	08/13/2026	BUDGET	TXFawatts	1	N	Hist	2027	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
	ACCOUNT						ACCOUNT DESCRIPTION			
1	21707060	6009		AW		T	To properly record Sub exp		10,000.00	
	215-70-730-101-6009-						Materials & Supplies			
2	21707060	6017		AW		T	To properly record Sub exp	10,000.00		
	215-70-730-101-6017-						Subscriptions & Publications			
							** JOURNAL TOTAL	0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2027	02	183	BUA	08/14/2026	08/14/2026	BUDGET	TXFawatts	1	N	Hist	2027	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
	ACCOUNT						ACCOUNT DESCRIPTION			
1	10505060	6004		AW		T	Apple Care		500.00	
	101-50-504-101-6004-						Professional Services			
2	10505060	6020		AW		T	Apple Care	500.00		
	101-50-504-101-6020-						CPU Hardware and Software			
							** JOURNAL TOTAL	0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2027	02	198	BUA	08/17/2026	08/17/2026	BUDGET	TXFawatts	1	N	Hist	2027	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
	ACCOUNT						ACCOUNT DESCRIPTION			
1	10545070	6004		AW		T	ESRI subscription & maint		22,478.37	
	101-54-543-101-6004-						Professional Services			
2	10545070	6017		AW		T	ESRI subscription & maint	2,700.00		
	101-54-543-101-6017-						Subscriptions & Publications			
3	10545070	7001		AW		T	ESRI subscription & maint	19,778.37		
	101-54-543-101-7001-						Maintenance & Repairs			
							** 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	02	199	BUA	08/17/2026	08/17/2026	BUDGET	TXFawatts	1	N	Hist	2027	

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

JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2027	02	199	BUA	08/17/2026	08/17/2026	BUDGET TX	awatts	1	N	Hist	2027	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
	ACCOUNT						ACCOUNT DESCRIPTION			
1	10505040	6009		AW		T	Purchase of furniture		8,000.00	
	101-50-503-101-6009-						Materials & Supplies			
2	10505040	8007		AW		T	Purchase of furniture	8,000.00		
	101-50-503-101-8007-						Furniture & Fixtures			
							** JOURNAL TOTAL	0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2027	02	207	BUA	08/18/2026	08/18/2026	BUDGET TX	awatts	1	N	Hist	2027	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
	ACCOUNT						ACCOUNT DESCRIPTION			
1	57999010	6004		AW		T	Rent Increase		100.00	
	578-99-999-501-6004-						Professional Services			
2	57999010	6047		AW		T	Rent Increase	100.00		
	578-99-999-501-6047-						CRA Facility Rental			
							** 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	02	243	BUA	08/19/2026	08/19/2026	BUDGET TX	awatts	1	N	Hist	2027	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
	ACCOUNT						ACCOUNT DESCRIPTION			
1	10555120	6004		AW		T	Arc GIS Subscription		3,000.00	
	101-55-552-250-6004-						Professional Services			
2	10555130	6004		AW		T	Arc GIS Subscription		2,000.00	
	101-55-552-251-6004-						Professional Services			
3	10555130	6056		AW		T	Arc GIS Subscription		1,000.00	
	101-55-552-251-6056-						Training			
4	10555100	6017		AW		T	Arc GIS Subscription	6,000.00		
	101-55-552-101-6017-						Subscriptions & Publications			
							** 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	02	370	BUA	08/26/2026	08/26/2026	BUDGET	TXFawatts	1	N	Hist	2027	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
	ACCOUNT						ACCOUNT DESCRIPTION			
1	10909210	6009		AW		T	To record carwash expense		500.00	
	101-90-970-101-6009-						Materials & Supplies			
2	10909150	6009		AW		T	To record carwash expense		500.00	
	101-90-970-107-6009-						Materials & Supplies			
3	10909210	7001		AW		T	To record carwash expense	500.00		
	101-90-970-101-7001-						Maintenance & Repairs			
4	10909150	7001		AW		T	To record carwash expense	500.00		
	101-90-970-107-7001-						Maintenance & Repairs			
							** 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	02	371	BUA	08/26/2026	08/26/2026	BUDGET	TXFawatts	1	N	Hist	2027	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
	ACCOUNT						ACCOUNT DESCRIPTION			
1	10909210	6009		AW		T	To cover telephone Costs		1,300.00	
	101-90-970-101-6009-						Materials & Supplies			
2	10909210	6011		AW		T	To cover telephone Costs	1,300.00		
	101-90-970-101-6011-						Telephone			
							** 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	02	411	BUA	08/27/2026	08/27/2026	BUDGET	TXFawatts	1	N	Hist	2027	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
	ACCOUNT						ACCOUNT DESCRIPTION			
1	10808100	6011		AW		T	Telephone Line Correction		600.00	
	101-80-850-110-6011-						Telephone			
2	10808080	6011		AW		T	Telephone Line Correction	600.00		
	101-80-850-103-6011-						Telephone			
							** JOURNAL TOTAL	0.00	0.00	
							** GRAND TOTAL	3,000,000.00	3,000,000.00	

18 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 15, 2026, 5:00 PM

CONSENT 16.

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 AUGUST 1, 2026, THROUGH AUGUST 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 August 1, 2026, through August 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 August 1, 2026, through August 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 August 1, 2026, through August 31, 2026.

V. FISCAL IMPACT

None.

VI. EXHIBITS

1. Business License Report - August 2026

Attachments

Business License Report August 2026.pdf

Business Name	DBA	Address	BL - Business Type	Business License Type
Salon IIIX	Vanessa Nguyen, Stylist	940 E DOMINGUEZ ST Unit: N□ Carson, CA 90746	BEAUTICIAN - 071	BL - BUSINESS LICENSE
Magdalena Fuentes O.D. Professional Corporation	Magdalena Fuentes O.D.	651 W SEPULVEDA BLVD□ Carson, CA 90745	OPTOMETRIST - 295	BL - GENERAL LICENSE
Last Minute Florist LLC		422 1/2 E CARSON ST□ Carson, CA 90745	FLORIST - 180	BL - GENERAL LICENSE
Diamond Lane Transportation	Diamond Lane Transportation	305 W TORRANCE BLVD□ Carson, CA 90745	EQUIPMENT MFG/SALES/SRV/PRTS - 155	BL - GENERAL LICENSE
Melzx Flowers LLC	Melzx Flowers LLC	1007 E DOMINGUEZ ST Unit: O□ Carson, CA 90746	FLORIST - 180	BL - GENERAL LICENSE
Pun Chau	Pun Chau	2650 E CARSON ST□ Carson, CA 90810	APT/HOTEL/RENTAL - 65.10	BL - BUSINESS LICENSE
405 Tire LLC	405 Tire LLC	21216 ALAMEDA ST□ Carson, CA 90810	TIRES - 731	BL - GENERAL LICENSE
Lace Soccer LLC		16401 AVALON BLVD□ Carson, CA 90248	SPORTING FACILITIES - 385	BL - GENERAL LICENSE
El Rey Security Services		250 E Carson Plaza Ct 106C□ Carson, CA 90746	SCHOOLS-TRADE - 375	BL - GENERAL LICENSE
Service of Community Care Operator	Socco Day Program/Transportation	500 E CARSON PLAZA DR Unit: 125□ Carson, CA 90746	ADMINISTRATIVE OFFICE - 023	BL - GENERAL LICENSE
QD Wellnesslab Core Inc	QD Wellnesslab Core Inc	21039 FIGUEROA ST Unit: 301□ Carson, CA 90745	HEALTH SPAS - 198	BL - GENERAL LICENSE
Simplified Driver Staffing LLC	Simplified Driver Staffing LLC	2250 E DOMINGUEZ ST□ CARSON, CA, 90810	ADMINISTRATIVE OFFICE - 023	BL - GENERAL LICENSE
LMFK Inc	Grace Laundromat	21950 AVALON BLVD Unit: B-D□ Carson, CA 90745	LAUNDRIES-COIN-OP - 65.44A	BL - BUSINESS LICENSE

CITY OF CARSON

701 East Carson Street

Report to Honorable Mayor and City Council

CONSENT 17.

To: Honorable Mayor and City Council

From: William Jefferson, Director of Finance FIN Accounting

Subject: 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

I. SUMMARY

The City Council shall receive the Check Demand Register for the period of **07/09/2026 through 08/27/2026**, 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: $7,064,448.30
- CO-OP Checks: $63,925.00
- Carson Housing Authority Checks: $53,732.57
- Carson Successor Agency Checks: $1,988.50
- Enterprise Fund (Fiber Optic): $1,918,241.46

II. RECOMMENDATION

TAKE the following actions:

1. WAIVE further reading and ADOPT Resolution No. 26-095, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $7,064,448.30 DEMAND CHECK NUMBERS 186988 THROUGH 187057 AND 265971 THROUGH 266044 AND 317 AND 320 AND 322 THROUGH 327 FOR GENERAL DEMAND AND THE AMOUNT OF $63,925.00, CHECK NUMBER 1304 FOR CO-OP AGREEMENT DEMANDS (CITY COUNCIL)"; and,
2. WAIVE further reading and ADOPT Resolution No. 26-10-CHA, "A RESOLUTION OF THE CARSON HOUSING AUTHORITY RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $53,732.57, DEMAND CHECK NUMBERS HA-002131 THROUGH HA-002137 (HOUSING AUTHORITY)"; and,
3. WAIVE further reading and ADOPT Resolution No. 26-10-CSA, "A RESOLUTION OF THE CARSON SUCCESSOR AGENCY RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $1,988.50, DEMAND CHECK NUMBERS SA-002001 THROUGH SA-002002 (SUCCESSOR AGENCY)"; and,
4. WAIVE further reading and ADOPT Resolution No. 26-02-ENT, "A RESOLUTION OF THE ENTERPRISE FUND RATIFYING CLAIMS AND

DEMANDS IN THE AMOUNT OF $1,918,241.46, DEMAND CHECK NUMBERS ENT-000311 THROUGH ENT-000312 (ENTERPRISE)".

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, Exhibit No. 2, Exhibit No.3, and Exhibit No. 4.

On September 15, 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 $9,102,335.83.

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 RESO #26-095
2. Exhibit 2 – Carson Housing Authority Claims and Register RESO #26-10-CHA
3. Exhibit 3 – Carson Successor Agency Claims and Register RESO #26-10-CSA
4. Exhibit 4 – Enterprise Fund Claims and Register RESO #26-02-ENT

Attachments

Exhibit 1 – General Demand Claims and Register RESO #26-095.pdf

Exhibit 2 – Carson Housing Authority Claims and Register RESO #26-10-CHA.pdf

Exhibit 3 – Carson Successor Agency Claims and Register RESO #26-10-CSA.pdf

Exhibit 4 – Enterprise Fund Claims and Register RESO #26-02-ENT.pdf

RESOLUTION NO. 26-095

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $7,064,448.30 DEMAND CHECK NUMBERS 186988 THROUGH 187057 AND 265971 THROUGH 266044 AND 317 AND 320 AND 322 THROUGH 327 FOR GENERAL DEMAND AND THE AMOUNT OF $63,925.00, CHECK NUMBER 1304 FOR CO-OP AGREEMENT DEMANDS (CITY COUNCIL)

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 15, 2026, the City Council ratified the demand numbers 186988 through 187057 and 265971 through 266044 and 317 and 320 and 322 through 327 for General Demand and 1304 for Co-op agreement 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 $7,128,373.30.

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 15TH 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 15TH 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. 26-095, was adopted by the City of Carson City Council at its meeting held on September 15, 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
186988	08/27/2026	PRINTED	000042	ALIN PARTY SUPPLY CO	535.97			
186989	08/27/2026	PRINTED	004388	AIS TRUST ACCOUNT NEWPORT	755.88			
186990	08/27/2026	PRINTED	005523	AMAZON CAPITAL SERVICES	2,951.26			
186991	08/27/2026	PRINTED	006675	AMERICAN TRANSPORTATION S	29,928.77			
186992	08/27/2026	PRINTED	006837	ANTHEM SPORTS, LLC	256.11			
186993	08/27/2026	PRINTED	000963	B AND M LAWN AND GARDEN C	4,223.02			
186994	08/27/2026	PRINTED	001248	BARR AND CLARK INC	11,435.00			
186995	08/27/2026	PRINTED	003242	BLACK KNIGHT PATROL INC	450.00			
186996	08/27/2026	PRINTED	007951	BLUEBEAM, INC.	3,300.00			
186997	08/27/2026	PRINTED	007365	BLUETRITON BRANDS, INC.	3,304.57			
186998	08/27/2026	PRINTED	000013	BOYS AND GIRLS CLUB OF CA	2,219.16			
186999	08/27/2026	PRINTED	001762	ROGER BRANCH JR	50.00			
187000	08/27/2026	PRINTED	004750	C2R PRODUCTIONS LLC	1,750.00			
187001	08/27/2026	PRINTED	008513	CINTAS CORPORATION NO. 2	2,464.01			
187002	08/27/2026	PRINTED	000236	CITY OF LONG BEACH	12.83			
187003	08/27/2026	PRINTED	001629	CORTEZ GRAPHICS	432.28			
187004	08/27/2026	PRINTED	008587	COVER YOUR BRASS LLC	240.00			
187005	08/27/2026	PRINTED	000127	DAILY BREEZE NEWSPAPER	988.77			
187006	08/27/2026	PRINTED	000268	DAILY JOURNAL CORP	154.70			
187007	08/27/2026	PRINTED	007176	DAVEY COACH SALES INC.	5,714.79			
187008	08/27/2026	PRINTED	000534	DIRECTV	246.13			
187009	08/27/2026	PRINTED	001155	DISH	324.56			
187010	08/27/2026	PRINTED	006876	DONALD ALAN SPRAGUE	5,167.00			
187011	08/27/2026	PRINTED	006907	ECO LAB	1,089.93			
187012	08/27/2026	PRINTED	001205	ELITE SPECIAL EVENTS	8,162.50			
187013	08/27/2026	PRINTED	000039	EWING IRRIGATION PRODUCTS	1,060.08			
187014	08/27/2026	PRINTED	004437	GALLS, LLC	753.90			
187015	08/27/2026	PRINTED	001268	GBROS INC	247.96			
187016	08/27/2026	PRINTED	000941	GOLDEN STATE WATER COMPAN	5,417.67			
187017	08/27/2026	PRINTED	008335	GOMEZ GROWERS INC.	1,485.12			
187018	08/27/2026	PRINTED	000793	GRAINGER	2,565.70			
187019	08/27/2026	PRINTED	008729	HERITAGE LANDSCAPE SUPPLY	147.29			
187020	08/27/2026	PRINTED	008800	HERITAGE POOL SUPPLY GROU	759.26			
187021	08/27/2026	PRINTED	000234	HOME DEPOT CREDIT SERVICE	6,311.80			
187022	08/27/2026	PRINTED	007103	JOE A. GONSALVES & SON	4,500.00			
187023	08/27/2026	PRINTED	000411	LOS ANGELES COUNTY FIRE D	3,066.00			
187024	08/27/2026	PRINTED	000599	MR HOSE INC	194.30			
187025	08/27/2026	PRINTED	007779	NEMIE P. MOSEQUERA	50.00			
187026	08/27/2026	PRINTED	010999	KHALEAH BRADSHAW	107.60			
187027	08/27/2026	PRINTED	003832	PARS - PUBLIC AGENCY RETI	2,562.58			
187028	08/27/2026	PRINTED	008459	PUB CONSTRUCTION INC	520,227.42			
187029	08/27/2026	PRINTED	001081	BRIAN RABER	50.00			
187030	08/27/2026	PRINTED	010000	ANN MC CUNE	500.00			
187031	08/27/2026	PRINTED	010000	FIBER ASSETCO LLC	480.00			
187032	08/27/2026	PRINTED	010000	MT. TABOR MISSIONARY BAPT	500.00			
187033	08/27/2026	PRINTED	000402	ROADLINE PRODUCTS INC USA	2,294.12			
187034	08/27/2026	PRINTED	000057	ROBERT MCELROY LLC	101.94			
187035	08/27/2026	PRINTED	001230	ROBERTSONS READY MIX CONC	1,461.73			
187036	08/27/2026	PRINTED	000791	EMMANUEL A SALOMON	50.00			
187037	08/27/2026	PRINTED	000427	SAM'S CLUB DIRECT	1,251.52			
187038	08/27/2026	PRINTED	007632	SEAY, AL CARNEL	50.00			
187039	08/27/2026	PRINTED	000211	SMART AND FINAL IRIS	497.16			

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
187040	08/27/2026	PRINTED	000240	SOUTHERN CALIFORNIA EDISO	94,839.26			
187041	08/27/2026	PRINTED	007386	KAISER FOUNDATION HEALTH	210.00			
187042	08/27/2026	PRINTED	007090	T-MOBILE USA INC.	6,053.04			
187043	08/27/2026	PRINTED	007931	TOMECKO JACKSON	1,355.85			
187044	08/27/2026	PRINTED	000135	TRI CITY GLASS CO	495.00			
187045	08/27/2026	PRINTED	008713	TRINITY EQUIPMENT, INC.	1,399.92			
187046	08/27/2026	PRINTED	006769	U S BANK CORPORATE PAYMEN	4,404.64			
187047	08/27/2026	PRINTED	000023	UNITED REFRIGERATION INC	44.39			
187048	08/27/2026	PRINTED	008430	URBAN HABITAT	1,764,837.22			
187049	08/27/2026	PRINTED	001249	VERIZON WIRELESS	190.70			
187050	08/27/2026	PRINTED	005511	VULCAN MATERIALS CO.	5,334.29			
187051	08/27/2026	PRINTED	000361	WEST COAST SAND AND GRAVE	6,649.34			
187052	08/27/2026	PRINTED	002212	HD SUPPLY CONSTRUCTION	178.33			
187053	08/27/2026	PRINTED	008644	WILLIAMS SCOTSMAN, INC.	366.11			
187054	08/27/2026	PRINTED	002925	KARL WILVERT	50.00			
187055	08/27/2026	PRINTED	004222	RICHARD WOODS JR	50.00			
187056	08/27/2026	PRINTED	007777	Plumbwell Plumbing Inc.	1,500.00			
187057	08/27/2026	PRINTED	007777	Rodimiro Felix	1,500.00			
265971	08/20/2026	PRINTED	005523	AMAZON CAPITAL SERVICES	14,993.27			
265972	08/20/2026	PRINTED	000543	AQUA FLO SUPPLY	262.30			
265973	08/20/2026	PRINTED	008454	ARACELI ESPARZA	3,550.00			
265974	08/20/2026	PRINTED	000974	AT & T ALARM CIRCUITS	257.69			
265975	08/20/2026	PRINTED	001078	AT & T LONG DISTANCE	98.88			
265976	08/20/2026	PRINTED	008000	AUNDRAE RUSSELL	1,000.00			
265977	08/20/2026	PRINTED	004410	B D WHITE TOP SOIL CO INC	629.86			
265978	08/20/2026	PRINTED	001924	THE BANK OF NEW YORK MELL	3,475.00			
265979	08/20/2026	PRINTED	007051	BASIC BENEFITS LLC	3,032.40			
265980	08/20/2026	PRINTED	001438	BLUE DIAMOND MATERIALS	19,145.58			
265981	08/20/2026	PRINTED	001247	BRICK MARKERS USA	319.42			
265982	08/20/2026	PRINTED	008509	BROTHERS IGNITING A GROOV	3,500.00			
265983	08/20/2026	PRINTED	000140	CARL WARREN AND CO	10,804.50			
265984	08/20/2026	PRINTED	000351	CHEM PRO LABORATORY INC	1,276.80			
265985	08/20/2026	PRINTED	004947	CINDY'S JUMPERS	725.00			
265986	08/20/2026	PRINTED	008513	CINTAS CORPORATION NO. 2	17,620.06			
265987	08/20/2026	PRINTED	008646	CIVIC CALLING CORPORATION	40,000.00			
265988	08/20/2026	PRINTED	008333	CLAUDETTE LEMUS	1,500.00			
265989	08/20/2026	PRINTED	007718	CLIVABETH PHOTOGRAPHY LLC	3,922.45			
265990	08/20/2026	PRINTED	000268	DAILY JOURNAL CORP	2,354.49			
265991	08/20/2026	PRINTED	000534	DIRECTV	266.24			
265992	08/20/2026	PRINTED	006876	DONALD ALAN SPRAGUE	679.00			
265993	08/20/2026	PRINTED	006628	EFI GLOBAL INC	5,000.00			
265994	08/20/2026	PRINTED	004347	EL CLASIFICADO	2,261.00			
265995	08/20/2026	PRINTED	008923	ERIC WALSH	2,000.00			
265996	08/20/2026	PRINTED	000039	EWING IRRIGATION PRODUCTS	1,809.14			
265997	08/20/2026	PRINTED	004437	GALLS, LLC	183.39			
265998	08/20/2026	PRINTED	000941	GOLDEN STATE WATER COMPAN	3,272.39			
265999	08/20/2026	PRINTED	008335	GOMEZ GROWERS INC.	225.42			
266000	08/20/2026	PRINTED	000793	GRAINGER	942.85			
266001	08/20/2026	PRINTED	008729	HERITAGE LANDSCAPE SUPPLY	559.01			
266002	08/20/2026	PRINTED	000234	HOME DEPOT CREDIT SERVICE	18,369.48			
266003	08/20/2026	PRINTED	007024	HUDSON AUDIO WORKS	550.00			
266004	08/20/2026	PRINTED	000514	HUNTINGTON HARDWARE CO IN	2,023.61			

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
266005	08/20/2026	PRINTED	008682	JOHNTERIS TATE	6,000.00			
266006	08/20/2026	PRINTED	007672	KELLY PAPER COMPANY	86.89			
266007	08/20/2026	PRINTED	000663	LANGUAGE NETWORK	4,859.90			
266008	08/20/2026	PRINTED	008924	LAUREN PUNCH	6,750.00			
266009	08/20/2026	PRINTED	008933	LE'ANDRIA JOHNSON	6,500.00			
266010	08/20/2026	PRINTED	000214	LESLIES SWIMMING POOL SUP	165.65			
266011	08/20/2026	PRINTED	007836	LOMITA BUILDING MATERIALS	438.08			
266012	08/20/2026	PRINTED	007995	FULLRANGE PRODUCTIONS	5,850.00			
266013	08/20/2026	PRINTED	007248	MARIA'S GARDEN CENTER & L	959.14			
266014	08/20/2026	PRINTED	007966	MARINA GRAPHIC CENTER, IN	1,040.91			
266015	08/20/2026	PRINTED	007999	MAURILIO CENDEJAS MORALES	1,562.00			
266016	08/20/2026	PRINTED	000599	MR HOSE INC	44.44			
266017	08/20/2026	PRINTED	000563	JANNY NOA	229.53			
266018	08/20/2026	PRINTED	001674	NYHART	11,800.00			
266019	08/20/2026	PRINTED	010999	YOON, NICHOLAS	219.16			
266020	08/20/2026	PRINTED	000528	PARTY PRONTO	4,356.00			
266021	08/20/2026	PRINTED	007372	PROTIME SPORTS INC	2,107.34			
266022	08/20/2026	PRINTED	003829	REGIONAL TAP SERVICE CENT	30.00			
266023	08/20/2026	PRINTED	003304	REQUEST LINE MUSIC	700.00			
266024	08/20/2026	PRINTED	010000	GRISELDA MIRANDA	484.93			
266025	08/20/2026	PRINTED	010000	RAFAEL PAGUS	136.08			
266026	08/20/2026	PRINTED	008925	RICHARD SANDOMENO	1,550.00			
266027	08/20/2026	PRINTED	000057	ROBERT MCELROY LLC	151.91			
266028	08/20/2026	PRINTED	001230	ROBERTSONS READY MIX CONC	1,006.20			
266029	08/20/2026	PRINTED	001388	RUSSELL SIGLER INC	577.52			
266030	08/20/2026	PRINTED	007851	SAMI'S REFEREES LLC	3,980.00			
266031	08/20/2026	PRINTED	000427	SAM'S CLUB DIRECT	1,990.80			
266032	08/20/2026	PRINTED	001667	SEA COAST DESIGN GROUP IN	1,650.92			
266033	08/20/2026	PRINTED	000211	SMART AND FINAL IRIS	1,152.97			
266034	08/20/2026	PRINTED	008917	SOUTH BAY FLEET SPECIALIS	17,981.80			
266035	08/20/2026	PRINTED	000718	STAPLES ADVANTAGE	15,091.08			
266036	08/20/2026	PRINTED	007705	TRANSTECH ENGINEERS, INC.	65,590.00			
266037	08/20/2026	PRINTED	008713	TRINITY EQUIPMENT, INC.	2,272.36			
266038	08/20/2026	PRINTED	001407	VASQUEZ & COMPANY LLP	20,000.00			
266039	08/20/2026	PRINTED	005511	VULCAN MATERIALS CO.	1,964.69			
266040	08/20/2026	PRINTED	000888	WATERLINE TECHNOLOGIES	1,209.05			
266041	08/20/2026	PRINTED	000212	WEST COAST ARBORISTS	57,640.00			
266042	08/20/2026	PRINTED	000361	WEST COAST SAND AND GRAVE	6,348.50			
266043	08/20/2026	PRINTED	000144	YAMADA CO INC	1,044.77			
266044	08/20/2026	PRINTED	000544	ZEP MANUFACTURING CO	355.42			
	144 CHECKS			CASH ACCOUNT TOTAL	2,954,795.75	.00		

City of Carson

AP CHECK RECONCILIATION REGISTER

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

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
317	07/08/2026	WIRE	000405	CALPERS	2,467,917.00			
320	07/15/2026	WIRE	006769	U S BANK CORPORATE PAYMEN	68,001.57			
322	07/15/2026	WIRE	006769	U S BANK CORPORATE PAYMEN	49,199.70			
323	07/15/2026	WIRE	008420	U S BANK CORPORATE PAYMEN	2,217.50			
324	07/15/2026	WIRE	006769	U S BANK CORPORATE PAYMEN	3,592.95			
325	07/24/2026	WIRE	004084	RE SOLUTIONS, LLC	1,517,845.26			
326	07/15/2026	WIRE	006769	U S BANK CORPORATE PAYMEN	108.72			
327	07/15/2026	WIRE	006769	U S BANK CORPORATE PAYMEN	769.85			
			8 CHECKS	CASH ACCOUNT TOTAL	4,109,652.55	.00		

City of Carson

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 284-99-999-999-1032- FOR: All Except Stale

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
1304	07/30/2026	PRINTED	007451	EXP US SERVICES INC	63,925.00			
		1 CHECKS		CASH ACCOUNT TOTAL	63,925.00	.00		

RESOLUTION NO. 26-10-CHA

A RESOLUTION OF THE CARSON HOUSING AUTHORITY RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $53,732.57, DEMAND CHECK NUMBERS HA-002131 THROUGH HA-002137 (HOUSING AUTHORITY)

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. 2.

SECTION 2: On September 15, 2026, the City Council ratified the demand numbers HA-002131 through HA-002137 for Carson Housing Authority. 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 $53,732.57.

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 15TH 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 15TH 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. 26-10-CHA, was adopted by the City of Carson City Council at its meeting held on September 15, 2026, by the following vote:

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

_____
Dr. Khaleah K. Bradshaw, City Clerk

AP CHECK RECONCILIATION REGISTER

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

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
2131	07/09/2026	PRINTED	000685	AMERINATIONAL COMMUNITY S	666.67			
2132	07/09/2026	PRINTED	003585	RSG INC	437.50			
2133	07/16/2026	PRINTED	006884	LYFT, INC.	163.14			
2134	07/30/2026	PRINTED	003585	RSG INC	2,926.25			
2135	08/06/2026	PRINTED	000423	AVALON COURTYARD	24,942.01			
2136	08/06/2026	PRINTED	000547	CARSON TERRACE PARTNERS L	12,220.00			
2137	08/27/2026	PRINTED	000423	AVALON COURTYARD	12,377.00			
		7 CHECKS		CASH ACCOUNT TOTAL	53,732.57	.00		

RESOLUTION NO. 26-10-CSA

A RESOLUTION OF THE CARSON SUCCESSOR AGENCY RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $1,988.50, DEMAND CHECK NUMBERS SA-002001 THROUGH SA-002002 (SUCCESSOR AGENCY)

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. 3.

SECTION 2: On September 15, 2026, the City Council ratified the demand numbers SA-002001 through SA-002002 for Carson Successor Agency. 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 $1,988.50.

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 15TH 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 15TH 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. 26-10-CSA, was adopted by the City of Carson City Council at its meeting held on September 15, 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: 782-99-999-999-1030- FOR: All Except Stale

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
2001	07/09/2026	PRINTED	000797	ALESHIRE AND WYNDER LLP	38.50			
2002	08/20/2026	PRINTED	001924	THE BANK OF NEW YORK MELL	1,950.00			
		2 CHECKS		CASH ACCOUNT TOTAL	1,988.50	.00		

RESOLUTION NO. 26-02-ENT

A RESOLUTION OF THE ENTERPRISE FUND RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $1,918,241.46, DEMAND CHECK NUMBERS ENT-000311 THROUGH ENT-000312 (ENTERPRISE)

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 15, 2026, the City Council ratified the demand numbers ENT-000311 through ENT-000312 for the Enterprise fund. 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 $1,918,241.46.

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 15TH 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 15TH 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. 26-02-ENT, was adopted by the City of Carson City Council at its meeting held on September 15, 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: 510-99-999-999-1015- FOR: All Except Stale

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
311	08/20/2026	PRINTED	008441	FABIAN L. BITANGA, JR.	34,400.00			
312	08/27/2026	PRINTED	008573	HP COMMUNICATIONS, INC.	1,883,841.46			
		2 CHECKS		CASH ACCOUNT TOTAL	1,918,241.46	.00		

CITY OF CARSON

701 East Carson Street

Report to Honorable Mayor and City Council

Tuesday, September 15, 2026, 5:00 PM

CONSENT 18.

To: Honorable Mayor and City Council

From: William Jefferson, Director of Finance FIN Budget

Subject: CONSIDER THE FISCAL YEAR 2025-2026 YEAR END CONTINUING APPROPRIATIONS AND CONSIDER ADOPTING RESOLUTION 26-106, A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2026-2027 BUDGET IN THE GENERAL FUND, SPECIAL REVENUE FUNDS, ENTERPRISE FUNDS AND CAPITAL IMPROVEMENT PROGRAM (CIP) FUND (CITY COUNCIL)

I. SUMMARY

At the close of each fiscal year, the staff compiles a list of budgeted appropriations recommended for carryover into the next fiscal year. This list, known as the Proposed Continuing Appropriations, highlights capital projects that are either incomplete or have experienced delays, special revenue and grant funding, or invoices for services provided during the last fiscal year but received after the year-end close. The continuing appropriations also include grant revenues associated with special revenue fund expenditures to ensure reimbursable grant revenues are appropriately matched with the corresponding expenditures carried forward into the current fiscal year. The following exhibits showcase each continuing appropriation and its respective classification: Exhibit No. 1: General Fund Operational Continued Appropriations; Exhibit No. 2: Special Revenue Funds Operational Continued Appropriations, Exhibit No. 3: Special Revenue Funds Reimbursable Revenue Continuing Appropriation and Exhibit No. 4: Capital Improvement Program Continued Appropriations. The primary purpose of this report is to request City Council approval of continuing appropriations for various ongoing projects, programs, and expenditures across City departments.

II. RECOMMENDATION

WAIVE further reading and ADOPT Resolution No. 26-106, "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 TO CONTINUE UNSPENT APPROPRIATIONS FROM FISCAL YEAR 2025/26"

III. ALTERNATIVES

TAKE another action the City Council deems appropriate.

IV. BACKGROUND

The staff has established a carryover review process where departments are required to submit justification and funding sources for any unencumbered, available funds they wish to carry over. The final list of continued appropriations, outlined in Exhibit No. 1: General Fund Operational Continued Appropriations; Exhibit No. 2: Special Revenue Funds Operational Continued Appropriations, Exhibit No. 3: Special Revenue Funds Reimbursable Revenue Continuing Appropriation and Exhibit No. 4: Capital Improvement Program Continued Appropriations, is adopted by the City Council in September and becomes part of the City's Fiscal Year 2026-2027 annual budget. Each year, during the budget development process, staff reviews and evaluates project priorities, available funding, and makes necessary adjustments to stay within the resources available.

Exhibit 1 outlines various departmental requests for continued appropriations from the General Fund operating budget, summarized as follows:

City Manager's Office

- $50,000 for unspent funds from the Carson Climate Grant received by SoCalGas.

Public Safety and Emergency Management

- $77,608.23 or a vehicle purchase. The vehicle is currently being manufactured with a set arrival time frame between September and October of the current fiscal year.

Community and Economic Development

- $500,000 for the Facade Program, funds were approved at the 25/26 mid-year budget.

Public Works

- $1,516,154.09 for various on call contracts with associated task orders for Capital Improvement Projects. (contract terms will end before the start of the next fiscal year)
- $63,583.36 for the purchase of the new marquee at Carson Park.
- $226,971.98 for the purchase of a new bucket truck assigned to the tree maintenance team.

Community Services/Recreation/Park Maintenance

- $24,537.51 for the purchase of an irrigation booster bump for Dolphin Park.
- $53,400 for park basketball court resurfacing.
- $528,054.86 for the purchase of the new Mobile Stage Screen.
- $13,811.60 for various equipment purchaser at the Veteran's Sports Complex, Del Amo Park, and Anderson Park.
- $42,001.50 for various gym murals - work expected to be completed by September 2026.
- $10,621 for the purchase of scoreboards at Stevenson Park.
- $145,589 for the slide restoration project at the Dominguez Hill Aquatic Center.

Exhibit 2 outlines various departmental requests for continued appropriations from the Special Revenue Funds operating budget, summarized as follows:

Community and Economic Development

- $247,917.40 for various Housing projects from the State Permanent Local Housing Allocation fund.

Community Services/Recreation/Park Maintenance

- $35,249.90 for the purchase of outdoor fitness equipment funded by the LA County Measure A (RPOSD) fund.
- $100,000 to accurately account for the expenditure related to the 4th of July Celebration.

Exhibit 3 details Special Revenue Fund revenue sources that are adjusted to match the increase in expenditure, specifically for reimbursable grants:

Community Services/Recreation/Park Maintenance

- 35,249.90 to increase the budgeted grant revenue to match the corresponding grant-funded purchase of outdoor fitness equipment carried forward from the prior fiscal year.

Public Works

- 1,776,121.21 to increase the budgeted grant revenue to match the corresponding grant-funded expenditure for PW1649, PW675, PW1490, PW1600, and PW 1368 across various special revenue funds. See exhibit 3 for a detailed breakdown.

Exhibit 4 lists requests to carry over unused budget for Capital Projects that are either incomplete or delayed, as well as invoices received after the fiscal year-end for services rendered in the previous fiscal year.

Information Technology and Security

- $11,641,196.54 for the ongoing Citywide Fiber Optic Municipal Network Phase I Project. Funding sources included the general fund and the Fiber Optic Enterprise Fund.

Public Safety and Emergency Management

- $1,557,931.90 for three public safety projects including PW 1674, PW1818, and PW 1819. These projects continue the ongoing camera installation and the installment of an enhanced intrusion alarm and Halo smart sensor system. All projects are funded from the General Fund.

Public Works

- $17,775,649.82 for various projects including park improvements, bicycle and pedestrian infrastructure, traffic signal upgrades, street and pavement rehabilitation, stormwater and water quality improvements, bridge maintenance, City facility renovations, parking lot and courtyard improvements, streetscape planning, street sign replacement, and roadway widening. These projects are funded from the general fund and other special revenue funds as highlighted in the exhibit.

Overall, staff is requesting a total of $34,610,278.69 to be carried forward for continuing expenditure and $1,811,421.11 for continuing revenue associated with reimbursable funds. The sub groups and associated amounts are as follows:

General Fund: Operational - $3,252,333.13 (Exhibit No. 1)

Special Revenue Funds: Operational - $383,167.30 (Exhibit No. 2)

Special Revenue Funds: Reimbursable Revenue - $1,811,421.11 (Exhibit No. 3)

Capital Improvement Program - $30,974,778.26 (Exhibit No. 4)

V. FISCAL IMPACT

There is no net fiscal impact associated with the approval of the continuing appropriations. The requested appropriations represent previously authorized and unspent funding from the prior fiscal year that was closed to the respective fund balances and will be carried forward into the current fiscal year to complete ongoing projects, programs, grant-funded activities, and other outstanding obligations. For reimbursable grants, the corresponding grant revenue will also be carried forward to match the continued expenditure appropriation, as eligible expenditures are reimbursed by the respective grantor. Approval of the Continuing Appropriations will increase the current fiscal year’s expenditure budget and, where applicable, the corresponding revenue budget by the amounts carried forward; however, these adjustments do not represent a new funding commitment by the City.

VI. EXHIBITS

1. General Fund Operational Continued Appropriation

2. Special Revenue Funds Operational Continued Appropriation
3. Special Revenue Funds Reimbursable Revenue Continued Appropriation
4. Capital Improvement Program Continued Appropriations
5. Resolution No. 26-106

Attachments

General Fund Operational Continued Appropriations
Special Revenue Funds Operational Continued Appropriations
Special Revenue Funds Reimbursable Revenue Continued Appropriations
Exhibit 4 – Capital Improvement Program Continued Appropriations.pdf
Resolution 26-106

Exhibit 1 - General Fund Operational Continued Appropriations

Department Name	Division Name	Purpose and Justification	Carry Forward Amount
City Manager's Office	Energy and Sustainability	To carry forward the funding for the SCG/Carson Climate Grant.	$ 50,000.00
Public Safety and Emergency Management	Public Safety	To carry forward funding for a vehicle purchase - vehicles being ordered and manufactured after CC approval take time to be ready. We are set to receive these in September and October of the current FY.	$ 77,608.23
Community and Economic Development	Real Property Services	To carry forward $500,000 that was approved to be spent by the department in the mid-year budget on February 17, 2026 to fund Façade Program projects.	$ 500,000.00
Public Works	Engineering	To carry forward funding for existing and ongoing task orders tied to on-call contracts associated with various capital improvement projects, including design, construction management, traffic engineering, labor compliance, facility and park improvements, and other related engineering services.	$ 1,516,154.09
Public Works	Facilities and Fleet Maintenance	To carry forward funding for the new marquee for Carson Park.	$ 63,583.36
Public Works	Facilities and Fleet Maintenance	Tor carry forward funding for the tree maintenance bucker truck which will be delivered within the next month.	$ 226,971.98
Community Services/Recreation/Park Maintenance	Park Maintenance	To carry forward funding for the irrigation booster bump for Dolphin Park was received in July.	$ 24,537.51
Community Services/Recreation/Park Maintenance	Park Maintenance	To carry forward funding for the basketball court resurfacing: Project is still in progress; will be completed in September 2026.	$ 53,400.00
Community Services/Recreation/Park Maintenance	Administration	To carry forward funding for the mobile stage screen ordered June 2026 and expected to be delivered by October 2026.	$ 528,054.86
Community Services/Recreation/Park Maintenance	Recreation	To carry forward funding for gym equipment for Veteran's Sports Complex ordered June 2026 and expected to be delivered by October 2026.	$ 7,990.20
Community Services/Recreation/Park Maintenance	Recreation	To carry forward funding for gym equipment for Del Amo Park ordered June 2026 and expected to be delivered by October 2026.	$ 1,972.20
Community Services/Recreation/Park Maintenance	Recreation	To carry forward funding for gym equipment for Anderson Park ordered June 2026 and expected to be delivered by October 2026.	$ 3,849.20

Community Services/Recreation/Park Maintenance	Recreation	To carry forward funding for gym murals: Contract executed in June 2026. Work began June 2026 and is expected to be finished by end of September 2026.	$	42,001.50
Community Services/Recreation/Park Maintenance	Recreation	To carry forward funding for Stevenson Park Scoreboards: PO was executed June 2026. Project was completed July 2026 but need funds to be carried forward to pay vendor.	$	10,621.00
Community Services/Recreation/Park Maintenance	Recreation	To carry forward funding for the slide restoration project at Dominguez Aquatic Center (DAC) and Hemingway Aquatic Center (HAC).	$	145,589.00
Grand Total:			**$**	**3,252,333.13**

Exhibit 2 – Special Revenue Funds Operational Continued Appropriations

Fund Name	Department Name	Division Name	Purpose and Justification	Carry Forward Amount
State Permanent Local Housing Allocation	Community and Economic Development	Real Property Services	To carry forward funds for ongoing and remaining PLHA projects.	$ 247,917.40
LA County Measure A (RPOSD)	Community Services/Recreation/Park Maintenance	Recreation	To carry forward funds for the Outdoor Fitness Equipment installed in June 2026.	$ 35,249.90
Special City Events	Community Services/Recreation/Park Maintenance	Recreation	To carry forward funding to accurately account for expenditures associated with the July 4th Event held on July 4, 2026. Funding for the event was initially appropriated as part of the FY 2025–2026 Mid-Year Budget.	$ 100,000.00
Grand Total:				**$ 283,167.30**

Exhibit 3 – Special Revenue Funds Reimbursable Revenue Continued Appropriations

Fund Name	Department Name	Division Name	Purpose and Justification	Carry Forward Amount
LA County Measure A (RPOSD)	Community Services/Recreation/Park Maintenance	Recreation	To increase the budgeted grant revenue to match the corresponding grant-funded purchase of outdoor fitness equipment carried forward from the prior fiscal year.	$ 35,249.90
Federal Highway Planning	Public Works	Engineering	To increase the budgeted grant revenue to match the corresponding grant-funded expenditure for PW1649 carried forward from the prior fiscal year.	$ 1,501,550.00
Measure M PS &E and Construction	Public Works	Engineering	To increase the budgeted grant revenue to match the corresponding grant-funded expenditure for PW675 carried forward from the prior fiscal year.	$ 208,724.40
MTA Call for Projects	Public Works	Engineering	To increase the budgeted grant revenue to match the corresponding grant-funded expenditure for PW1490 and PW1600 carried forward from the prior fiscal year.	$ 62,283.65
Proposition 68 OGLAS Per Capita	Public Works	Engineering	To increase the budgeted grant revenue to match the corresponding grant-funded expenditure for PW1368 carried forward from the prior fiscal year.	$ 3,613.16
Grand Total:				**$ 1,811,421.11**

Exhibit 4 – Capital Improvement Program Continued Appropriations

Fund Name	Department Name	Purpose and Justification	Carry Forward Amount
General Fund	Information Technology and Security	The request is for the associated funds to be carried forward into this new fiscal year, as Crosstown project work and invoicing has recently commenced. This supports the Citywide Fiber Optic Municipal Network Phase I Project.	$ 408,850.22
Fiber Optic Enterprise Fund	Information Technology and Security	The request is for the associated funds to be carried forward as this is tied to the primary construction contractor for the Citywide Municipal Fiber Optic Network Phase I Project.	$ 11,232,346.32
General Fund	Public Safety and Emergency Management	Amendment No. 6 to city's camera project for Carriage Crest, Hemingway, and Foisia not part of the CIP plan. Activities such as construction and network are cause of needing to carry this forward. PW1674 - Security Camera's	$ 928,905.30
General Fund	Public Safety and Emergency Management	Partial materials and work done for this project under FY 25/26. The remainder of the project is set to be completed before the end of the current FY. PW1818 Security Camera's	$ 261,225.46
General Fund	Public Safety and Emergency Management	Partial materials and work done for this project under FY 25/26. The remainder of the project is set to be completed before the end of the current FY. PW1819 - Phase projection for installing an enhanced intrusion alarm and Halo smart sensor system.	$ 367,801.14
General Fund	Public Works	CIP continuing appropriations for PW1368 - Carriage Crest Park Expansion and Improvement Project	$ 3,236,995.00
Proposition 68 OGLAS Per Capita	Public Works	CIP continuing appropriations for PW1368 - Carriage Crest Park Expansion and Improvement Project	$ 3,613.16
Development Impact Fees	Public Works	CIP continuing appropriations for PW1368 - Carriage Crest Park Expansion and Improvement Project	$ 17,880.74
2024 Lease Revenue Bonds	Public Works	CIP continuing appropriations for PW1368 - Carriage Crest Park Expansion and Improvement Project	$ 2,620,906.82
General Fund	Public Works	CIP continuing appropriations for PW1490 - Dominguez Channel Bike Path I	$ 3,035.68
MTA Call for Projects	Public Works	CIP continuing appropriations for PW1490 - Dominguez Channel Bike Path I	$ 59,443.54
General Fund	Public Works	CIP continuing appropriations for PW1600 - Dominguez Channel Bike Path II	$ 19.92
MTA Call for Projects	Public Works	CIP continuing appropriations for PW1600 - Dominguez Channel Bike Path II	$ 2,840.11
General Fund	Public Works	CIP continuing appropriations for PW1610 - Foisia Park Design and Construction	$ 101,949.43
General Fund	Public Works	CIP continuing appropriations for PW1632 - Community Center Coiling Wall & Seismic Analysis	$ 11,152.83

Federal Highway Planning	Public Works	CIP continuing appropriations for PW1649 - Traffic Signal Intersection Upgrades - Avalon Blvd at Victoria, Main St at Sepulveda, Main St at 223rd St, and Figueroa St at Torrance Blvd	$ 1,501,550.00
Development Impact Fees	Public Works	CIP continuing appropriations for PW1649 - Traffic Signal Intersection Upgrades - Avalon Blvd at Victoria, Main St at Sepulveda, Main St at 223rd St, and Figueroa St at Torrance Blvd	$ 1,282,175.22
Carson Stormwater	Public Works	CIP continuing appropriations for PW1682 - Stormwater Master and Implementation Plan	$ 87,315.81
General Fund	Public Works	CIP continuing appropriations for PW1694 - Bridge Maintenance Repairs	$ 239,900.13
General Fund	Public Works	CIP continuing appropriations for PW1726 - Community Center Courtyard (West) & Community Center East Parking Lot	$ 8,337.68
2024 Lease Revenue Bonds	Public Works	CIP continuing appropriations for PW1726 - Community Center Courtyard (West) & Community Center East Parking Lot	$ 28,193.45
Community Facilities District	Public Works	CIP continuing appropriations for PW1753 - University Drive Rehabilitation - Avalon Blvd to Wilmington Ave	$ 19,170.73
Carson Stormwater	Public Works	CIP continuing appropriations for PW1776 - Calas Park Stormwater Infiltration and Water Quality Improvements	$ 56,027.00
Development Impact Fees	Public Works	CIP continuing appropriations for PW1786 - City Hall Bathroom and Kitchenette Renovations	$ 117,777.03
2024 Lease Revenue Bonds	Public Works	CIP continuing appropriations for PW1786 - City Hall Bathroom and Kitchenette Renovations	$ 279,814.70
General Fund	Public Works	CIP continuing appropriations for PW1791 - Citywide Pavement Maintenance Program	$ 1,976,911.67
General Fund	Public Works	CIP continuing appropriations for PW1801 - Streetscape Master Plan - Civic. Funding was approved at the FY 2025-2026 council meeting, discussion item 28.	$ 5,544,000.00
General Fund	Public Works	CIP continuing appropriations for PW1833 - Citywide Street Name Replacement. Funding was approved at the FY 2025-2026 council meeting, discussion item 28.	$ 221,000.00
General Fund	Public Works	CIP continuing appropriations for PW1835 - Community Center Flooring	$ 128,802.10
General Fund	Public Works	CIP continuing appropriations for PW675 - Sepulveda Blvd - Widening	$ 18,112.67
Measure M PS &E and Construction	Public Works	CIP continuing appropriations for PW675 - Sepulveda Blvd - Widening	$ 208,724.40

Grand Total:			**$ 30,974,778.26**

RESOLUTION NO. 26-106

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

WHEREAS, the City Council adopted the Fiscal Year 2026-27 budget on June 16th, 2026, for the General Fund, Special Revenue Funds, Enterprise Funds, and Capital Improvement Program (CIP) 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, Special Revenue Funds, Enterprise Funds, and Capital Improvement Program (CIP) budget.

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

Section 1. The following amendment(s) will be made to the City's Fiscal Year 2026-27 budget.

Account	Description	Increase/(Decrease)
101-50-503-162-6004-	Professional Services	$50,000.00
101-99-999-904-8012-	Other Infrastructure - CIP	$408,850.22
510-99-999-904-8012-	Other Infrastructure - CIP	$11,232,346.32
101-55-552-158-8003-	Vehicles/Rolling Inventory	$77,608.23
101-99-999-904-8012-	Other Infrastructure - CIP	$1,557,931.90
101-70-730-101-6004-	Professional Services	$500,000.00
221-70-730-711-6004-	Professional Services	$247,917.40
101-80-820-101-6004-	Professional Services	$1,516,154.09
101-80-850-110-8004-	Equipment	$63,583.36
101-80-850-275-8003-	Vehicles/Rolling Inventory	$226,971.98
101-99-999-904-6004-	Professional Services	$3,055.60
101-99-999-904-8008-	Improvements Other Than Bldg	$3,727,137.17
101-99-999-904-8009-	Infrastructure Roadways	$1,995,024.34
101-99-999-904-8012-	Other Infrastructure - CIP	$5,765,000.00
220-99-999-904-8023-	CIP - Traffic Signal	$1,501,550.00
268-99-999-904-8008-	Improvements Other Than Bldg	$3,613.16
283-99-999-904-8009-	Infrastructure Roadways	$208,724.40
287-99-999-904-8019-	Bus/Bike Lane & Related CIP	$62,283.65
289-99-999-904-8008-	Improvements Other Than Bldg	$135,657.77
289-99-999-904-8023-	CIP - Traffic Signal	$1,282,175.22
291-99-999-904-8009-	Infrastructure Roadways	$19,170.73
295-99-999-904-8011-	Infra/Storm Drain-Pipe&Struct	$143,342.81

775-99-999-904-8008-	Improvements Other Than Bldg	$2,928,914.97
101-90-901-101-8003-	Vehicles/Rolling Inventory	$528,054.86
101-90-950-101-6004-	Professional Services	$42,001.50
101-90-950-252-6027-	Non-Capital Tools/Equipment	$1,972.20
101-90-950-253-6004-	Professional Services	$10,621.00
101-90-950-257-6027-	Non-Capital Tools/Equipment	$3,849.20
101-90-950-324-6009-	Materials & Supplies	$7,990.20
101-90-950-605-6004-	Professional Services	$145,589.00
222-90-950-110-8004-	Equipment	$35,249.90
244-90-950-709-6004-	Professional Services	$100,000.00
101-90-970-101-6004-	Professional Services	$53,400.00
101-90-970-107-6009-	Materials & Supplies	$24,537.51
222-99-999-110-4518-	Measure A	$35,249.90
220-99-999-999-4511-	Federal Grants	$1,501,550.00
283-99-999-999-4513-	Other Local Grants	$208,724.40
287-99-999-999-4525-	MTA Call for Projects	$62,283.65
268-99-999-999-4512-	State Grants	$3,613.16

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 15, 2026, the same shall be in force and effect.

PASSED, APPROVED, AND ADOPTED this 15th Day of September, 2026.

APPROVED AS TO FROM:

CITY OF CARSON:

_____
Sunny K. Soltani, City Attorney

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

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

I, Dr. Khaleah K. Bradshaw, City Clerk of the City of Carson, California, hereby attest to and certify that the foregoing resolution, being Resolution No. 26-106 adopted by the City of Carson City Council at its meeting held on September 15, 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 15, 2026, 5:00 PM

CONSENT 19.

To: Honorable Mayor and City Council

From: David Roberts, City Manager CMO Administration

Subject: CONSIDER APPROVAL OF AN UPDATED STANDARD MANAGEMENT PROCEDURE 2.11 (EVENT ATTENDANCE AND REPORTING) REGARDING REIMBURSABLE TRAVEL EXPENSES (CITY COUNCIL)

I. SUMMARY

This item provides the City Council an opportunity to update the City's Travel SMP Policy 2.11 to reduce the current eight-hour flight threshold to five hours of total travel time for certain enhanced travel accommodations. The proposed change recognizes the demands associated with longer-duration travel and provides travelers with greater flexibility to select airfare that appropriately accommodates their needs.

For qualifying flights over five hours, the updated policy would allow the following considerations for Councilmembers: (i) seat selection based on the traveler's physical attributes, (ii) one checked bag, (iii) lounge access, and (iv) full flight credit and/or refunds when there is a need for flight cancellation or change. The policy would continue to require travelers to select the lowest-cost ticket available that provides the applicable considerations. An upgraded class of service would not be authorized if the same accommodations and benefits can be obtained through an economy-class fare.

II. RECOMMENDATION

APPROVE the proposed updated SMP 2.11 (Exhibit 1).

III. ALTERNATIVES

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

IV. BACKGROUND

SMP 2.11 establishes the guidelines and requirements governing travel undertaken on City business, including the circumstances under which certain travel accommodations may be provided. The existing policy uses an eight-hour threshold for certain enhanced travel considerations.

This item allows the City Council to consider reducing this threshold to five hours of scheduled flight time. The intent of the change is to provide a clearer and more practical standard for longer-duration travel while continuing to ensure that reimbursable travel expenses are limited to actual and necessary expenses incurred in the performance of official duties, as required by state law.

Under the proposed amendment, a flight with a scheduled duration of five (5) hours or more for a Councilmember traveling on City business would qualify for reimbursement of airfare costs that include specified considerations, including:

- Seat selection to accommodations the traveler’s physical attributes (e.g., aisle or exit row seating providing additional legroom)
- One checked bag
- Airport Lounge access
- Full flight credit and/or refunds in the event of a need to cancel or change the flight

The policy would require travelers to select the lowest-cost and class ticket available that provides the added considerations. The proposed policy therefore does not establish an automatic entitlement to upgraded airfare (e.g., business class) based solely on the five-hour threshold. Instead, the threshold establishes that when a flight has a scheduled duration of five (5) hours or more (regardless of whether or not it is international), the traveler may be reimbursed for the the lowest-cost and class available airfare option that includes these added considerations.

For example, if an economy-class ticket for a qualifying flight includes a checked bag, appropriate seating accommodations, lounge access, and the applicable flight credit or refund provisions, that economy-class ticket would satisfy the policy and should be selected over a more expensive upgraded fare. Conversely, where those considerations cannot reasonably be obtained through an economy-class fare, the traveler may select the lowest-cost available fare that provides them, consistent with the policy, which may be economy plus or business class. However, if a traveler selects business class when an economy fare providing these considerations is available, the requested reimbursement would be subject to denial.

The proposed updated policy also contains added language to the effect that if air travel is selected and the traveler, while away, encounters significant complications to the scheduled return trip due to causes beyond the traveler's control (e.g., flight cancellation and an extended delay before the next flight is available out of the same airport to the intended destination), the traveler may book and be reimbursed for alternative travel arrangements as necessary to return home safely and expeditiously, such as renting a car, booking a train ticket, or booking a flight out of a different airport and obtaining ground transportation to that airport.

The proposed updated policy also includes edits related to reimbursement of meals, to make clear that if a traveler misses an included meal (e.g., a meal that is provided as part of a conference) for specified reasons and instead obtains a meal elsewhere, reimbursement is available for the replacement meal subject to the specified meal rate limits.

Overall, the proposed amendment is intended to balance the needs of City officials and employees traveling on City business with the City's responsibility to use public funds prudently. Reducing the threshold from eight hours to five hours and specifying the available added considerations for such flights provides a clear and reasonable standard for longer-duration travel while maintaining compliance with the requirement that travel reimbursement be for travelers' actual and necessary expenses incurred. Other minor cleanup and clarification edits are also included. All edits are shown in redline format in Exhibit 1.

V. FISCAL IMPACT

The proposed amendment could result in increased or decreased travel costs. The actual fiscal impact will depend on the number of qualifying trips and the airfare options available at the time of booking.

The fiscal impact of reducing the flight time threshold from eight (8) hours to five (5) hours is expected to be moderated by the requirement that travelers select the lowest-cost ticket available that provides the applicable considerations, which may be economy class. The five-hour threshold does not automatically entitle the traveler to the purchase of an upgraded class of service, and travelers would be expected to use an economy-class fare when it provides the necessary accommodations and benefits.

Any travel expenditures would remain subject to available budget appropriations and the City’s existing travel authorization and reimbursement procedures.

VI. EXHIBITS

1. Proposed Updated SMP 2.11

Attachments

Proposed Updated SMP 2.11.pdf

CITY OF CARSON		POLICY/PROCEDURE
NUMBER **2.11**		SUBJECT **Event Attendance and Reporting**
ORIGINAL ISSUE **7-23-71**	EFFECTIVE **7-23-71**	
CURRENT ISSUE **9-156-20265**	EFFECTIVE **9-156-20265**	CATEGORY **General Administration**
SUPERSEDES **2.11, 2.25, 3.26.1 and 6.32**		

STANDARD MANAGEMENT PROCEDURE

I. PURPOSE AND SCOPE

To establish a policy and standard management procedure whereby elected officials, city personnel, commission and board members are authorized to attend conferences, conventions, seminars, workshops or meetings that are of benefit to the City.

II. GENERAL

A. Definitions

Conference/Convention: An official gathering of professional or governmental organizations, associations or agencies normally requiring attendance of two or more days or an event or activity attended by invitation from a foreign government dignitary to engage in activities in an official City capacity serving a direct purpose to the City.

Conference/Convention Costs: Expenditures incurred for registration fees, meals (if not included as part of the conference/convention), lodging and tips.

Seminar/Workshop: An official training session presented by a professional or governmental organization, association, agency or board, which requires attendance for a full working day or major portion (more than 5 hours) of a working day.

Seminar/Workshop Costs: Expenditures incurred for registration fees and meals (if not included as part of the seminar/workshop).

Meeting: Monthly or quarterly professional association meetings that may include breakfast, lunch, or dinner.

Travel Costs: Expenditures for transportation to and from the site of the scheduled event.

III. EVENT ATTENDANCE AND REPORTING

A. Policy

1. All elected officials and full-time employees attending conferences, conventions, seminars and workshops are subject to this policy.

allowed for employees on long-term disability, worker's compensation or leave without pay.

2. Part-time, temporary, probationary or contract employees cannot attend conferences/conventions unless authorized by the Director and City Manager, as applicable.

3. Spouses or others accompanying the attendee must pay their own costs. Those costs should not be charged to nor included with City-paid costs.

4. The City Manager shall be issued a City credit card to be used solely for approved City business expenses. The City Manager will be required to account monthly for all charges and will be personally liable for unauthorized charges.

5. Event attendance is authorized on the following basis:

   a. All Attendees:

      Attendance must be of benefit to the City.

   b. Elected Officials:

      1. Any conference, convention, seminar or workshop that is deemed by the elected official to be beneficial to their performance as an elected official (e.g., Annual League of California Cities Conference, California Contract Cities Association Conference).

   c. City Manager, Assistant City Manager, Deputy City Manager, and Directors:

      1. Annual out-of-state professional conferences, as approved by the City Manager.

      2. Annual League of California Cities conference.

      3. California Contract Cities Association conference.

      4. Annual statewide professional conferences.

      5. Annual regional professional conferences.

      6. Professional Association meetings as authorized by the City Manager.

7. The City Manager, Assistant City Manager, Deputy City Manager, and Directors, or their appointed designee, may attend breakfast, lunch or dinner events sponsored by the Chamber of Commerce, Carson Coordinating Council or other businesses or community groups at City expense and on City time. (See SMP No. 3.47)

d. Managers, Chief Deputy City Clerk and Chief Deputy City Treasurer:

1. One out-of-state professional conference annually, if approved by the Director or City Manager, as applicable.

2. Annual League of California Cities conference, if approved by the Director or City Manager, as applicable.

3. One statewide professional conference annually.

4. One regional professional conference annually.

5. Professional Association meetings as authorized by the Director or City Manager, as applicable.

6. Members of the Association of Management Employees (AME) may attend one work-related professional event at the employee's election each fiscal year, with Director approval and provided funding is available. The event must be held within the Western Continental United States. This event may be in addition to any others required by the employee's Director. The employee shall receive no additional compensation or consideration if the employee elects not to attend a professional event in any given fiscal year.

e. Administrative Analysts, Personnel Analysts and Council Field Representative:

1. Annual League of California Cities conference, if approved by the Director or City Manager, as applicable.

2. One work-related professional event at the employee's election each fiscal year, with Director approval and provided funding is available. The event must be held within the Western Continental United States. This event may be in addition to any others required by the employee's Director. The employee shall receive no additional compensation or consideration if the employee elects not to attend a professional event in any given fiscal year.

3. One regional professional conference annually.

4. Professional Association meetings as authorized by the Director or City Manager, as applicable.

f. Supervisors and Professional Association Members:

Supervisors and Professional Association members may attend one work-related professional event at the employee's election each fiscal year, with Director approval and provided funding is available. The event must be held within the Western Continental United States. This event may be in addition to any others required by the employee's Director. The employee shall receive no additional compensation or consideration if the employee elects not to attend a professional event of his/her choosing in any given fiscal year. Supervisors and Professional Association members may also attend business or city-related events in and out of the state as authorized by the Director or City Manager, as applicable.

g. Other Personnel:

1. Personnel, other than those specified above, are authorized to attend local professional events:

   i. Upon the prior approval of the Director or City Manager, as applicable.
   ii. If attendance will be of benefit to the City.
   iii. In accordance with current labor agreements.

2. Out-of-state events must be approved, in advance, by the Director or City Manager, as applicable.

h. Commissions and Boards:

1. One national or statewide professional event annually per commission or board, with the one attendee designated by the commission or board.

2. Any event outside the continental United States involving a sister city with whom a commissioner has a unique relationship and such event is of benefit to City. At time of City Council consideration, based on relevant factors including but not limited to duration and hardship of travel, and nature of commissioner's involvement in the event, Council may determine whether business class airfare reimbursement is necessary.

3. All requests must be approved by the City Council, advance, through the agenda process.

5. In order to provide a reasonable degree of flexibility within a work group, this policy can be modified by:

   a. The substitution of a senior manager reporting to the Director for a Director who will not be attending.

6. A Director may substitute one event for another, provided the costs are not in excess of the approved appropriation and if such substitution is in the best interest of the City.

7. City employees selected as an officer of their professional association, and whose attendance at meetings is required, may be authorized to attend by the Director or City Manager, as applicable, after review of request and if sufficient funding is available. If a Director and his/her immediate subordinate propose to attend the same scheduled event, special approval will be required by the City Manager, if both will be absent more than one day. If both are not absent for more than one day, no prior approval is required.

8. The reimbursement of costs will be handled as stated below. The costs authorized for reimbursement by this policy are hereby deemed "necessary" expenses under Government Code Section 53232.2. For a, b, c and d, only actual costs will be reimbursed by the City, subject to the following restrictions:

9. Registration Fees: Whenever possible, registration fees will be paid by the City, directly to the event promoter, prior to the scheduled event. Every possible effort should be made to take advantage of early (reduced fee) registration and to avoid late registration and additional fees. In the event the participant pays registration fees at the door, reimbursement will be provided upon proof of payment.

10. Recreational activities: Those activities that have costs which are in addition to the event registration fees and which may be attended by City employees together with other event participants for or involving purposes of rapport and communication on event-related matters or where the activities are wholly or partially event-related, may be reimbursed by the City. (from SMP No. 3.26.1)

11. Lodging (daily rate and applicable taxes): Total estimated costs can be paid directly to the hotel, in advance, by the City. A one-night hotel stay in advance of the event will only be allowed if one cannot reasonably travel to the event on the day that the event begins. A one-night hotel stay at the end of the event will only be allowed if one cannot reasonably return home by 10:00 P.M. No overnight stay will be allowed for attendance at local events (within a one-hour drive from home). Pursuant to Federal regulations, receipts are required for reimbursement of lodging costs. Every effort should be made to stay at the conference hotel at the conference room block rate or a hotel of similar price to the conference room block rate. Should an employee

choose to stay at a different hotel, the costs in excess of the conference hotel rate will be borne by the employee. Personal items such as in-room movies, spa services, excursions, etc. should be paid directly to the hotel/provider by the employee.

12. ~~d.~~ Travel:

a. The total cost of air travel including all taxes, parking fees and transfer fees will be paid directly to the City's travel agent or City employee, upon submission of invoice or receipt. Except as provided in paragraphs (c)-(d) below, t~~T~~otal cost of air travel is limited to the cost of a round trip coach class airfare, including economy or economy plus designated seat selection that facilitates travelers being seated next to each other to conduct business or that provides additional space or legroom such as aisle or exit row seating if necessary to appropriately accommodate the physical attributes of the traveler, parking fees and transfer fees (e.g., rideshare (Uber or Lyft, etc.) or taxis).

b. This method of establishing total travel costs shall apply regardless of the mode of travel selected, which will be based on the health and safety of the traveler. However, in the event travel by automobile is selected, reimbursement shall be provided in accordance with subsection (g) below.

c. Notwithstanding anything else in this policy, a traveler may request City Manager approval of a round trip higher than coach class airfare~~, if required by law~~ as a reasonable accommodation to a disability, which the City Manager shall approve if and to the extent required by law.

d. ~~Notwithstanding the foregoing,~~ City Councilmembers may fly, and be reimbursed for, ~~business class for~~ flights that include all of the following considerations ~~outside of the continental United States~~ if the~~that are a~~ scheduled duration of the flight is at least ~~eight~~ five (5~~8~~) hours, provided that the City Councilmember has booked well in advance and conducted every due diligence to ensure the price of the ~~business class~~ ticket is reasonable prior to booking: (i) one checked bag; (ii) designated seat selection as provided in paragraph (a) above; (iii) airport lounge access roundtrip; and (iv) full flight credit and/or refunds in the event of a need for flight cancellation or change (e.g., trip insurance). Travelers must purchase the lowest class and cost fare available that includes the above considerations, which may be economy class; premium economy/economy plus is authorized if the above considerations cannot be accommodated by basic economy, and business class is authorized if the above considerations cannot be accommodated by any economy class fare. The City Manager shall have discretion to deny a premium economy/economy plus or business class ticket purchase if such due diligence did not occur.

e. Notwithstanding Section III.A.5.c and Section III.A.5.e of this policy, when reasonable and necessary, City Manager may recommend specific council ~~field~~

~~representatives~~aides or department heads to accompany City Councilmembers on travel outside of the continental United States; such recommendation shall be presented for approval by City Council, and such approval ~~shall~~ may include authorization for premium economy/economy plus or business class airfare reimbursement, subject to paragraphs (a)-(d) above, for department heads for flights that are a duration of at least ~~eight~~ five (5~~8~~) hours, but shall not include authorization for premium economy/economy plus or business class airfare reimbursement for council ~~field representatives~~aides.

f. Government and group rates offered by a provider of transportation for travel shall be used when available.

g. Those electing to travel by private automobile or other mode of transportation may claim the total costs ~~delineated above,~~ of renting a car (including fuel costs), or established I.R.S. mileage allowance. Mileage must be based on the actual odometer reading from City Hall or traveler's home address. Mileage calculations will be verified.

h. When air travel is selected, g~~G~~round transportation will be reimbursed at the actual cost of the taxi, bus or shuttle service. Requests to use a rental car will be evaluated and authorized on a case by case basis if other means of transportation (taxi, bus, shuttle service) are not available or are impractical.

i. In the event air travel is selected and while the traveler is away, the traveler's return trip becomes substantially lengthened or complicated by causes outside the control of the traveler (e.g., wars, volcanoes, or airline disruptions causing flight cancellation with no other flight to and from the same airports available for an extended period of time), the traveler may select and be reimbursed for alternative transportation arrangements as necessary to return home in a safe and expeditious manner. Examples include renting a car, booking a train ticket, and/or booking a return flight out of a different airport.

j. Travel time for non-exempt employees shall be accomplished outside of the employees' normal work hours when travel occurs on a non- work

day. If travel must be accomplished during normal work hours on a non-work day, non-exempt employees will be paid overtime for the travel time. Non-exempt employees who are mandated by the City to attend conferences/conventions, seminars/workshops or other meetings on non-work days will be paid overtime for actual time of such attendance. With advance notice, non-exempt employees may be required to, or with approval may voluntarily, adjust their normal work schedule to attend an event scheduled on non-work days.

k~~e~~. Daily Per Diem: A daily per diem will be provided for the cost of meals, including tips.

The per diem for meals will be $125.00 per day, including tip. The per diem will be paid directly to the attendee in advance of the scheduled event, if properly approved forms are submitted in a timely manner. ~~Regularly programmed event meals or banquets included in the registration fee will be excluded from the daily per diem and will be verified based on the program agenda.~~

1. Breakfast: $25.00
2. Lunch: $35.00
3. Dinner: $65.00

These per diem rates may be adjusted every 5 years based on the consumer price index by approval of the City Treasurer and the City Manager.

No per diem shall be issued for local or one-day events.

Regularly programmed event meals or banquets included in the registration fee will be excluded from the daily per diem and will be verified based on the program agenda. However, if an attendee, for any reason, does not receive or is unable to attend a regularly programmed event meal or banquet included in the registration fee, or does not consume such meal due to dietary restrictions, and instead obtains a meal elsewhere, the attendee may be eligible for reimbursement upon submission of an original receipt. Such reimbursement is limited to the per diem meal rates listed above for the applicable meal(s). Reimbursement ~~for lunch only~~ shall be on an actual basis plus tips.

Pursuant to Federal regulations, a final "Cash Advance/ Reimbursement Authorization and Expense Record" form must be submitted, with all expenditures detailed. Receipts are not required for per diems. This expense record must be submitted within two calendar weeks of return from the scheduled event.

~~12.~~13. Attendance at professional or governmental events must be of benefit

to the City. Each person authorized to attend an event has direct responsibility to attend all sessions at the event and is expected to return with information that can be shared with other staff members and that will be of specific value to the City, work group, department or division.

~~13.~~14. Meetings between City employees where meals are purchased shall not be reimbursed as "business luncheons." Such meetings or discussions should be held in City facilities and are not reimbursable. The only exception to this rule is for meetings authorized and attended by the City Manager, as allowed for in his employment contract. (from SMP 2.25)

IV. PROCEDURE

A. Responsibilities

1. City Manager, Assistant City Manager, Deputy City Manager, and Directors:

   a. Determine those events that work group staff should attend and estimate the cost of attendance for each event and attendee.

   b. Discuss work group's proposed event attendance with City Manager during the budget process.

   c. Include costs of those events approved by the City Manager in work group's preliminary budget.

2. City Manager:

   a. Approve requests contingent upon the benefits to be derived by the City.

   b. Include an appropriation in the work group's budget to provide for costs of attendance at all approved events and submit recommendation to City Council as part of preliminary budget.

   c. Upon Council approval of the preliminary budget, include approved appropriation in final work group budget.

3. Attendee:

   a. Submit 5 copies of the "Cash Advance/Reimbursement Authorization and Expense Record" form and supporting documents to immediate supervisor at least two weeks prior to event registration deadline.

4. Attendee's Immediate Supervisor:

   a. Approve "Cash Advance/Reimbursement Authorization and Expense Record" form and route to Director.

5. Director:

   a. Review, approve and route "Cash Advance/Reimbursement Authorization and Expense Record" form to the Director, or City Manager, as required.

6. City Manager:
   a. The City Manager shall approve:
      i. Requests from his/her work group staff.
      ii. Requests from Directors.
      iii. Other requests requiring his/her approval (part-time, etc)
      iv. Unbudgeted requests.

   b. Upon approval, the City Manager shall forward the "Cash Advance/Reimbursement Authorization and Expense Record" form to the Finance Department.

7. Finance Department:

   a. Review requests for accuracy of amounts and account numbers, compliance with SMP, proper supporting documents and receipts, availability of funds, and appropriate signatures.

   b. If everything is in order, approve the form by signature in the appropriate box.

   c. Retain a copy of "Cash Advance/Reimbursement Authorization and Expense Record" form.

   d. Forward remaining 4 copies of the "Cash Advance/Reimbursement Authorization and Expense Record" form to the City Treasurer.

8. City Treasurer:

   a. Upon receipt of an approved "Cash Advance/Reimbursement Authorization and Expense Record" form, the City Treasurer or Chief Deputy City Treasurer shall review for accuracy, prepare check and distribute forms as follows:

      i. A copy to be retained by the City Treasurer's Office;
      ii. A copy to be routed to originating work group;
      iii. A copy to the employee;
      iv. Original copy to be returned to Finance Department upon submittal of revolving fund replenishment request.

   b. Release check per City policy.

9. Attendee:
   a. Attend scheduled event.
   b. Upon return, submit final "Cash Advance/Reimbursement Authorization and Expense Record" form to the Finance Department within two calendar weeks. Attach a copy of the form from the City Treasurer's Office. Receipts are

required for all expenditures except those covered by the per diem. The attendee must sign the section certifying that all expenditures were incurred for official City business.

c. Impart to subordinates and colleagues all information that might be of value to the City through appropriate staff meetings, short briefing sessions or a written report.

10. Commissions and Boards:

a. Determine appropriate conference to be attended.

b. Designate attendee.

c. Request City Council approval of attendance, in advance, through agenda process.

d. Commissioner or Board Member designated as attendee:

i. Attend scheduled event.
ii. Upon return, submit final "Cash Advance/Reimbursement Authorization and Expense Record" form to the Finance Department within two calendar weeks. Attach a copy of the form from the City Treasurer's Office. Receipts are required for all expenditures except those covered by the per diem. The attendee must sign the section certifying that all expenditures were incurred for official City business.
iii. Impart to colleagues all information that might be of value to the City through appropriate commission or board meetings, briefing sessions or a written report.

V. EXCEPTIONS

There will be no exceptions to these procedures unless authorized by the City Manager.

VI. AUTHORITY

APPROVED

By Authority of
the City Council

_____

September 156, 20265 Date

VII. EMPLOYEE ACKNOWLEDGEMENT AND SIGNATURE

I have read and understand the City of Carson's SMP No. 2.11 - Event Attendance and Reporting and hereby agree to adhere to said policy. In addition, I agree to submit a final "Cash Advance/Reimbursement Authorization and Expense Record" form, with all expenditures detailed, and receipts attached as required, within 2 calendar weeks of my return from the scheduled event. Finally, I understand that if I violate this SMP, my reimbursement and/or future travel may be denied.

Employee Signature _____ Employee Name (please print) _____

Date _____

CITY OF CARSON

701 East Carson Street

Report to Honorable Mayor and City Council

Tuesday, September 15, 2026, 5:00 PM

CONSENT 20.

To: Honorable Mayor and City Council

From: David Roberts, City Manager CMO Administration

Subject: CONSIDER APPROVING REVISIONS TO COUNCIL POLICY NO. 1.45 TO LIMIT THE USE OF CITY STAFF FOR COUNCILMEMBER TOWN HALL AND COMMUNITY MEETINGS TO ONE MEETING PER CITY PARK PER CALENDAR YEAR, SUBJECT TO SPECIFIED EXCEPTIONS (CITY COUNCIL)

I. SUMMARY

This item is on the agenda at the request of Mayor Davis-Holmes and provides the City Council with an opportunity to consider approving a revision to Council Policy No. 1.45 to limit the use of City staff for Councilmember informational, advisory, community, or town hall style meetings to no more than one (1) meeting per City park, per calendar year, except: (i) the limit would not apply to the Mayor; and (ii) additional meetings could be authorized by the City Council, provided the City Council approval is specific to the additional meeting(s) to be held and is given in advance of such meeting(s).

If approved, the proposed amendment would establish an annual limit on the use of City staff for these meetings as described above. All other provisions of Council Policy No. 1.45 would remain unchanged.

II. RECOMMENDATION

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

III. ALTERNATIVES

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

IV. BACKGROUND

This item was included on the August 4, 2026, City Council meeting agenda and was continued to the September 15, 2026, City Council meeting agenda. The proposed limit has been changed to one Councilmember community or town hall style meeting at which City staff are present (beyond mere facility maintenance) per City park, per calendar year.

Council Policy No. 1.45 establishes the circumstances under which Councilmembers may utilize City staff, City resources, and City facilities to support informational, advisory, community, town hall style meetings, and other collective gatherings open to the public. The policy was last amended by the City Council in March 2023. There is currently no express limit on the number of Councilmember community meetings for which City staff, City resources, and/or City facilities may be utilized.

Providing City support for Councilmember community or town hall style meetings requires staff time for meeting scheduling, coordination, preparation, attendance, facility support, and post-meeting follow-up. Because many of these meetings occur outside of normal business hours, staff are frequently required to work extended evening hours, resulting in increased demands on staff resources and reduced staff availability to perform other operational responsibilities and service priorities.

The proposed amendment is intended to promote the efficient use of City resources by establishing an annual limit on the number of Councilmember community or town hall style meetings for which City staff may be utilized. The proposed limit would not apply to Councilmember community or town hall style meetings that simply use City facilities; only to meetings at which City staff are actually present and utilized beyond mere facility maintenance.

The proposed limit is no more than one (1) town hall meeting using City staff held by each Councilmember at each City park or mini-park located in his or her District each calendar year, except: (i) the limit would not apply to the Mayor; and (ii) additional meeting(s), or meetings at other, non-park locations, could be authorized by the City Council, provided the City Council approval is specific to the additional meeting(s) to be held and is given in advance of such meeting(s) being held. The standard requirements that must be met for all City-funded town hall meetings under the existing policy would also apply to the additional meetings that may be approved beyond the annual limitation (e.g., no campaign activity). The meetings could be presented to the community as something along the lines of, "the day when City Hall comes to you," and could include staff representation from all City Departments.

Mini-parks would be considered separate, standalone parks for purposes of the policy. The proposed changes to the existing policy are shown in redline/tracked changes in Exhibit 1.

The proposed amendment would not limit a Councilmember's ability to meet with constituents, homeowner associations, neighborhood groups, businesses, or other members of the public when City staff are not utilized.

V. FISCAL IMPACT

There is no anticipated fiscal impact associated with this item.

VI. EXHIBITS

1. Proposed Updated Council Policy No. 1.45

Attachments

Proposed Updated Council Policy 1.45.pdf

CITY OF CARSON		POLICY/PROCEDURE
NUMBER: 1:45		SUBJECT MEETINGS CONVENED BY LESS THAN A QUORUM OF THE CITY COUNCIL AND USE OF CITY STAFF RESOURCES, OR FREE USE OF FACILITIES FOR THE SAME
ORIGINAL ISSUE: 2/05/92	EFFECTIVE: 2/5/92	
CURRENT ISSUE: 93/157/263	EFFECTIVE: 93/157/263	CATEGORY I. CITY COUNCIL POLICY
01007.0001 2172487.4 Prior versions of this SMP (2/5/92, 1/19/10, 2/21/12, 4/2/13, 3/7/23)		

I. PURPOSE AND SCOPE

To establish operational guidelines and procedures regarding the holding of committee, task force, town hall style, community, or other collective gatherings with constituents, which may consist of: (1) Council members solely, or (2) Council members, other elected officials, and/or members of the public. This policy shall not affect City commissions, committees, or boards created by formal Council action or by ordinance and meetings called therefor in compliance with the Brown Act.

II. GENERAL

Committees Created by City Council Action

A. Creation of committees. There are two types of City Council committees recognized by the City: standing committees and ad hoc committees. No City Council committee may consist of more than two members of the Council, although the Council may designate as members of the committee other elected officials and citizens of Carson. All committee members shall be appointed by the Mayor and subject to formal approval by a majority of Councilmembers present and voting at a properly noticed and agendized public meeting.

B. Standing committee. A standing committee is one created for an indefinite time period or to address general subjects. Generally, any committee created that does not clearly qualify as an *ad hoc* committee will be a standing committee.

C. *Ad hoc* committee. An *ad hoc* committee is one created for a limited period to address a specific subject or issue of a temporary nature.

D. Brown Act. All standing committees and ad hoc committees shall comply with all provisions of the Brown Act, except that an ad hoc committee comprised solely of two Council members and no other persons are exempted, in accordance with State law.

E. No exceptions. There are no exceptions to this SMP. All bodies created by formal City Council action which include one or more Council members, whether called a committee,

taskforce, special committee, advisory committee, or any other name, shall be considered either a standing committee or *ad hoc* committee for purposes of this SMP.

F. Advisory Groups Not Created by City Council Action and Group, Community, or Town Hall Style Meetings *Not* Called or Convened in Compliance With the Brown Act. Except as otherwise provided in II(G), below, an Individual Councilmember, or two Council members together (but not three or more Council members) may create an informational advisory or other group to discuss City or non-City issues, and may convene town hall style, community, or other collective gatherings, ***provided, however***, that the same are subject to the following two rules:

(1) No City staff, other City resources, or free use of City facilities may be utilized to schedule, invite attendees, receive or process RSVP's, advertise, promote, or convene the same, and no City staff shall attend the same in their official capacity. Use of a Council member's own City Hall office or the City Hall Executive Conference Room (if available) to hold a meeting shall not constitute use of City resources.

(2) The informational advisory or other group, town hall style meeting, community meeting, or other collective gathering may not suggest or imply it is in any way an official committee or group recognized by the City. (For example, "Carson Council Task Force for the Environment" would be prohibited, but "Council member Jones' Task Force for the Environment" would be permitted because it does not imply it is a City-sanctioned event.)

G. Group, Community, or Town Hall Style Meetings Held by Council Members; Requirements for Use of City Resources. A Council member who wishes to hold an informational advisory or other group, town hall style meeting, community meeting, or other collective gathering open to the public may use City staff, other City resources, or free use of City facilities to schedule, invite attendees, receive or process RSVP's, advertise, promote, or convene the same, ***provided, however,*** that the following requirements are met:

(1) The meeting or gathering takes place within the boundaries of the Council member's district, except for the Mayor, who may hold such meetings anywhere within the City;

(2) The meeting or gathering is directly related to the Council member's City governmental duties and is not for campaign activity, which includes any political activity in favor of, or against, any elective office or ballot measure at the local, state, or federal level;

(3) A specific budget allocation related to City funding of such meetings or gatherings has been made by action of the City Council for the relevant fiscal year, and the cost of such meeting or gathering remains within and in all respects complies with the budget allocation.

~~(3)~~(4) Use of City staff present at the meeting or gathering (beyond mere facility maintenance) is limited to one (1) such meeting or gathering held by the Council member at each City park or mini-park located in his or her District, each calendar year. Meetings or gatherings that use City staff present at the meeting or gathering (beyond mere facility maintenance) shall not be held in other locations, except when specifically approved by the City Council in advance of the meeting or when held by the Mayor.

Notwithstanding the foregoing: (i) the Mayor is not subject to the limitation set forth in subparagraph (4), above; and (ii) the City Council may approve use of City staff for (an)

additional meeting(s) beyond the limit set forth in subparagraph (4), above, provided that the above requirements (1)-(3) are met and that the City Council approval is specific to the additional meeting(s) to be held and is given in advance of the additional meeting(s) to be held.

H. Informational advisory or other group, town hall style meetings, community meetings, or other collective gatherings described in II(G), above, are not required to comply with the Brown Act unless more than two Councilmembers (inclusive of the Mayor) are present, unless otherwise required by State law.

I. Nothing in this Section should be construed to limit the ability of any member of the Council to call or attend any meeting(s) with constituents when no City resources are used.

III. PROCEDURE

The following applies to committees created by formal action or meetings approved by the Council. It does not apply to informational advisory or other group, town hall style meetings, community meetings, or other collective gatherings held by one or two Council members together, described in Section II(F), above, where no City resources shall be used, nor to meetings or gatherings meeting the requirements of Section II(G), above.

Meetings

A. The meeting dates/times will be organized by the Department Director or senior staff member assigned to the committee.

B. Meeting dates/times will be arranged to accommodate the schedules of the Council member(s) appointed to the committee.

C. Meeting dates/times and agendas may be scheduled on short notice provided all formal posting and notification requirements of the Brown Act are met, unless the committee is not subject to the Brown Act (see Section II (D), Brown Act).

Committee Agenda Items

A. Any member of a City Council committee and/or the City Manager may place items on the agenda for consideration by a City Council committee.

B. Agenda preparation will be completed by the Department Director or senior staff member assigned to the committee and copies will be distributed to the full Council.

Staff Support to Committees

A. Department Directors or senior staff members will be assigned to the various committees according to specific subject matters at the direction of the City Manager.

B. The meetings of standing committees shall be recorded on tape and germane minutes taken by the Department Director or senior staff member to the committee. Tapes will not be transcribed unless requested by a Council member or otherwise necessary for conducting City business. Council member requests for verbatim transcription of items considered by any committee will be requested through an item on the City Council agenda.

C. Approved minutes of standing committees shall be kept on file in the City Clerk's office for five years.

Advertisement and promotion of meetings

If there is any advertisement or promotion of the meeting, including production of flyers, mailers handouts, press releases, emails, etc., staff shall follow applicable state laws and regulations and applicable City polices including SMP 1.55 (CITY COUNCIL REQUESTS FOR ISSUANCE OF A PRESS RELEASE).

Reports and/or Recommendations to Council/Agency

A. As soon as practical following each standing committee meeting, the Department Director or senior staff member will complete an agenda disposition, noting any decisions or recommendations, and forward this disposition to all Council members and others as appropriate. Committee agenda dispositions for each committee held during the previous two weeks will be placed on the City Council agenda (consent) following each meeting.

B. If a formal report to the Council/Agency is required, and/or if further action is needed by the Council/Agency, then the Department Director or senior staff member will prepare an appropriate agenda item.

IV. EXCEPTION

There shall be no exceptions to this policy except through direct instructions of the City Council at a public meeting in compliance with all notice and agenda requirements of the Brown Act.

V. AUTHORITY

Per City Council action, dated ~~March~~ September 15~~7~~, 2026~~3, Item No. 29~~.

_____

Date

CITY OF CARSON

701 East Carson Street

Report to Honorable Mayor and City Council

Tuesday, September 15, 2026, 5:00 PM

CONSENT 21.

To: Honorable Mayor and City Council

From: Margie Revilla , PIO Manager CMO PIO

Subject: CONSIDER APPROVING TWO (2) CONTRACT SERVICES AGREEMENTS FOR PROFESSIONAL PHOTOGRAPHY AND MEDIA SERVICES (CITY COUNCIL)

I. SUMMARY

On July 2, 2026, the City issued Request for Proposals (RFP) No. 26-021 to obtain professional photography and related media services for City events, City Council meetings, departmental programs, and other assignments as needed. The RFP closed on July 27, 2026, and the City received nine (9) valid proposals.

The RFP was conducted in accordance with Section 2611(b) of the Carson Municipal Code (CMC), which establishes the City's competitive process for selecting professional services. As required by the CMC, the RFP identified the services requested by the City, minimum qualifications, proposal requirements, evaluation criteria, and the process the City would use to evaluate proposals and select firms for negotiation and potential contract award. Staff reviewed and evaluated all nine proposals using the criteria established in the RFP, including qualifications, relevant experience, ability to provide the requested services, proposed approach, pricing, and professional references. Consistent with CMC Section 2611(b)(4), staff then proceeded with the evaluation and negotiation process with the firms determined to have a reasonable opportunity for selection. Based on the completed evaluation and negotiation process, Bakers Man Productions and Clivabeth Photography LLC received the highest overall rankings and demonstrated the strongest combination of qualifications, professional experience, and capacity to meet the City's ongoing photography and media needs.

Consequently, staff recommends that the City Council award separate Contract Services Agreements to both firms. Using two qualified firms will provide the City with additional flexibility and capacity to cover City events, programs, meetings, and other assignments, including situations in which multiple activities occur at the same time or one firm is unavailable. Each agreement will have a term of five (5) years subject to the terms and conditions of the respective agreements.

II. RECOMMENDATION

TAKE the following actions:

1. APPROVE the proposed Agreement for Contract Services with Bakers Man Productions for a not to exceed contract sum of $70,000 for 5-year total cost to provide on-call photography and media services for City events and programs per RFP 26-021; and,
2. APPROVE the proposed Agreement for Contract Services with Clivabeth Photography LLC for a not to exceed contract sum of $280,000 for 5-year total cost to provide on-call photography and media services for

City events and programs per RFP 26-021; and,

3. AUTHORIZE the Mayor to execute both agreements, following approval as to form by the City Attorney.

III. ALTERNATIVES

1. TAKE any other action deemed appropriate by the City Council.

IV. BACKGROUND

The City of Carson regularly requires professional photography and related media services to document and support City programs, events, and public activities. These services are used for annual special events, City Council meetings, departmental programs, press conferences, community outreach, and other City-sponsored activities. Professional photography helps the City maintain an accurate visual record of its activities and provides high-quality content for public information, community engagement, publications, social media, and other City communications. To establish qualified firms that can provide these services on an as-needed basis, the City issued Request for Proposals (RFP) No. 26-021 on July 2, 2026. An RFP is a competitive procurement process through which interested firms submit their qualifications, experience, proposed approach, and pricing for the City's evaluation.

The solicitation closed on July 27, 2026, and the City received nine (9) valid proposals. Each proposal was reviewed and scored using the evaluation criteria established in the RFP, including the firm's qualifications, relevant experience, ability to perform the requested services, proposed approach, pricing, and professional references. Following completion of the evaluation process, Bakers Man Productions and Clivabeth Photography LLC received the highest overall rankings. Both firms demonstrated strong professional experience providing event photography, digital media delivery, and services appropriate for public-sector and community-focused assignments.

Consequently, staff recommends awarding separate Contract Services Agreements to Bakers Man Productions and Clivabeth Photography LLC. Selecting two qualified firms will provide the City with greater flexibility and capacity to meet photography and media needs throughout the year, particularly when multiple City activities occur at the same time or when one firm is unavailable. Consistent with RFP No. 26-021, each agreement would have a term of five (5) years, subject to the City's discretion and the terms and conditions of the respective agreements. Establishing these agreements will allow City departments to obtain professional photography and media services as needed while maintaining the competitive procurement process completed through RFP No. 26-021.

V. FISCAL IMPACT

The two proposed Agreements for Contract Services have a maximum combined contract amount of $350,000 over the five-year term (equal to $70,000 annually). The not-to-exceed amount establishes the maximum amount the City may spend under the agreements; actual expenditures will depend on the photography and media services requested by the City each year. Based on the anticipated use of services by each department or division, the annual $70,000 allotment is expected to be allocated among the applicable City accounts as shown below. The five-year amounts represent the corresponding maximum allocation over the full contract term, assuming the same annual distribution each year.

Category /Department	Account Number	FY 2026–2027 Annual Allocation	5-Year Total
Recreation	101-90-950-709-6004	$12,850.77	$64,253.85
Community Services	101-90-960-709-6004	$13,768.69	$68,843.45
Public Information Office	101-50-505-709-6004	$27,537.37	$137,686.85

Category / Department	Account Number	FY 2026–2027 Annual Allocation	5-Year Total
Subtotal: General Fund	**—**	**$54,156.83**	**$270,784.15**
Special Events	244-90-950-709-6004	$15,843.17	$79,215.85
Subtotal: Special Events Fund	**—**	**$15,843.17**	**$79,215.85**
Grand Total	**—**	**$70,000.00**	**$350,000.00**

Funding for Fiscal Year 2026-2027 is available within the accounts identified above. Funding for subsequent fiscal years will be considered through the City's annual budget process and will remain subject to City Council approval and the availability of funds.

VI. EXHIBITS

1. RFP 26-021
2. RFP 26-021 Bid Register
3. Exhibit – Clivabeth Response File
4. Exhibit - Bakers Man Response File
5. Event List
6. Clivabeth Photography Agreement for On-Call Photography
7. Bakers Man Agreement for On-Call Photography

Attachments

RFP 26-021.pdf
RFP 26-021 Bid Register.pdf
Exhibit - Clivabeth Response File.pdf
Exhibit - Bakers Man Response File.pdf
EVENT LIST.pdf
(Clivabeth Photography) Agreement for On-Call Photography(2188572.6).pdf
(Bakers Man) Agreement for On-Call Photography(2188649.4).pdf

CITY OF CARSON

NOTICE OF REQUEST FOR PROPOSALS (RFP): #26-021

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

ON-CALL PHOTOGRAPHY SERVICES FOR CITY EVENTS, COUNCIL MEETINGS, AND OTHER AS-NEEDED CITY EVENTS

ISSUE DATE:	**07/02/2026**
Q&A DEADLINE:	**07/13/2026 by 2:00 PM**
RFP DEADLINE:	**07/27/2026 by 2:00 PM**

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. Attempts to contact or lobby members of the City of Carson Staff or its Elected Officials during the bidding and evaluation period may result in disqualification. If a job walk, site visit, or pre-bid/pre-proposal meeting is designated as Mandatory above, attendance and sign-in are required for bid eligibility. If designated as Optional, attendance is encouraged.

To view other bidding opportunities from the City of Carson, please visit: https://ci.carson.ca.us/Finance/Bidding.aspx.

Josilla Togiola, Purchasing Manager

A. SUMMARY

The City of Carson ("City") Community Services/Parks and Recreation Department requests written responses to this Request for Proposals (RFP) from qualified vendors interested in providing the following professional photography services for special and divisional events all as more particularly detailed in the Project Scope and Specifications section below. Events include but are not limited to: Cajun and Blues White Linen Festival, Jazz Festival, Women's Health Conference, Larry Itliong Day, Country Western Fair, Children's Day, Cinco de Mayo, Faith, Friends & Family Festival, Philippine Independence Day, Juneteenth Celebration, Samoan Heritage Day, Winterfest, Earth Day, Cesar Chavez Tribute, and Memorial Day (the "Events"), City Council meetings and other departmental events as needed.

Proposers must provide its qualifications in the proposal. Proposals will include list of professional affiliations and references. Proposal submissions must include an all-inclusive flat hourly rate for services to be provided such as onsite photography and editing. Photos are to be provided within five (5) business days after the event with a downloadable link.

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

B. BACKGROUND

Incorporated as a general law city on February 20, 1968, the City of Carson became a California charter city on November 6, 2018, following voter approval. As one of the youngest municipalities in the South Bay region of Los Angeles County, Carson has grown significantly—from a population of 61,000 in 1968 to nearly 100,000 residents today. The City spans 19.2 square miles and is located less than 20 miles south of downtown Los Angeles.

Carson is a culturally diverse and strategically located community with exceptional accessibility. The City is served by four major freeways—the Harbor (110), San Diego (405), Artesia (91), and Long Beach (710)—and is conveniently near Los Angeles International Airport, Long Beach Airport, the Port of Los Angeles, and the Port of Long Beach. Public transportation options include the MTA Bus Line and the City-operated Carson Circuit, providing efficient local transit.

Known for its modern infrastructure and business-friendly environment, Carson is home to major petrochemical, electronics, automotive, aerospace, trucking, and high-tech industries. Many companies headquartered here have received regional and local beautification awards. Through strong public-private partnerships, Carson continues to foster economic vitality and a promising future.

C. GENERAL RFP POLICIES

The City of Carson reserves the right to modify this Request for Proposals (RFP) at its sole discretion. Any revisions or clarifications will be issued in writing through official addenda via PlanetBids. Oral communications or modifications will not be recognized. All addenda released during the solicitation period shall become part of this RFP.

Proposals must be submitted electronically through the City's online bid management system (PlanetBids) by the specified due date and time. The City reserves the right to take any action deemed to be in its best interest.

Proposals may be withdrawn without penalty prior to the deadline by selecting the "Withdraw" option on Planet Bids. Once the deadline has passed and proposals are opened by the Purchasing Manager or designee, submissions may not be withdrawn for a period of ninety (90) calendar days.

No contract shall exist unless and until the City Council formally awards a contract and full execution has occurred. If awarded, the contract is anticipated to be executed within approximately ninety (90) calendar days following the proposal due date; however, additional time may be required to complete a thorough evaluation and negotiation process.

Unless otherwise stated, all proposal documents must be submitted in PDF format. It is the sole responsibility of the proposer to ensure that all documents are properly formatted, complete, and successfully uploaded to the City's online bid system. Incomplete, corrupted, or unreadable submissions may be deemed nonresponsive.

For technical assistance with electronic submission (e.g., vendor registration, document upload, password reset, bid confirmation), proposers must contact PlanetBids directly at (818) 992-1771. All questions or requests for clarification regarding this RFP must be submitted electronically through PlanetBids by the deadline specified in the RFP. Direct contact with City personnel or elected officials regarding this RFP is strictly prohibited. Any response not provided through PlanetBids is considered unauthorized and invalid.

Proposers are solely responsible for ensuring timely submission. Late proposals will not be accepted—no exceptions. A confirmation number with timestamp will be issued by PlanetBids upon successful submission. Only proposals with a verified timestamp will be considered.

This RFP does not commit the City of Carson to award a contract or to reimburse any costs incurred in the preparation or submission of a response. All materials submitted become the property of the City.

NOTE: E-bids are sealed and cannot be viewed by the City until the official closing date and time. To withdraw a submission before the deadline, return to the PlanetBids portal and select the "Withdraw" option.

D. CITY'S RIGHTS RESERVED

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

1. Accept or reject any or all proposals, in whole or in part, and to waive any informalities or irregularities in the proposals.
2. Request clarification, correction, or additional information from any proposer regarding their submittal.
3. Conduct interviews or presentations with one or more of the highest-ranked proposers prior to making a final selection.
4. Reject non-conforming, non-responsive, or conditional proposals including any proposer who has previously failed to perform properly, has a record of noncompliance with contract requirements, or has engaged in conduct that may affect the proposer's ability to perform responsibly;

5. Reissue the RFP, in whole or in part, or issue a modified solicitation as deemed necessary.
6. Select the proposal that best meets the City's needs and represents the best overall value.
7. Negotiate contract terms, including scope, schedule, and compensation, with the tentatively selected proposer(s).
8. Award a contract or contracts based solely on written proposals, without interviews; and
9. Modify or clarify evaluation criteria or procedures prior to commencing the evaluation process, with appropriate notice to all proposers.
10. Award contracts to more than one proposer if such action is determined to be advantageous to the City.
11. Withhold award or not award a contract if the proposals received do not meet the City's needs, if funding changes, or if the City's needs change.
12. Take any action it deems necessary to protect the City's interests, including actions not specifically described in this section but permitted by law; and to
13. Cancel, postpone, or extend the RFP process at any time prior to contract award, without liability of obligation to any proposer.

E. PROPOSAL SUBMISSION

All proposals in response to this RFP must be submitted electronically via PlanetBids no later than the due date and time established on the cover page of this solicitation document. All proposal submission documents must be signed and dated by an official authorized to legally bind the entity and enter into a contract. All proposal submission documents shall be uploaded in PDF format.

It is the sole responsibility of the bidder to ensure sufficient time to prepare, scan, and upload your documents into PlanetBids prior to the deadline, as the system will lock and not allow entry of bids after the designated deadline. Any technical questions regarding the use of PlanetBids must be directed to PlanetBids.

Failure to include all required Sections and Attachments may result in a proposal being deemed nonresponsive. All proposals shall include the following, at minimum:

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

- ☐ **Cover Letter and Company Profile** – Signed by an officer of the firm authorized to execute a contract with the City. The primary contact's name, phone number, email, and mailing address shall also be included.
- ☐ **Proposer Qualifications** – Summarize the qualifications of the Proposer. Include general information such as, but not limited to, the number of years in business, areas of expertise, etc.
- ☐ **Key Staff and Team** – identify Key Staff that will be assigned to the project and include a description of their skills, qualifications, and experience. Include a proposed project structure and organization chart.
- ☐ **Project Understanding** – Demonstrate an understanding of the Scope, key goals, and objectives.
- ☐ **Project Approach and Work Plan** – Include a detailed work approach and methodology, incorporating project stages, deliverables, project milestones, project timeline, and any other necessary information required to complete the Scope of Services.
- ☐ **Subcontractor List (if applicable)** – Include a list of subcontractors, if applicable, that will be utilized to complete the Scope of Work. Identify the subcontractor's qualifications and extent of work to be performed by each subcontractor. Include a summary of the subcontractor's qualifications, key personnel, primary contact name, phone number, and

email.

- The majority of the work as required herein must be performed by the awarded contractor. The work may not be subcontracted to another contractor unless the subcontractor has been included in the Proposal, or a substitution has been approved in writing by the City's Contracting Officer in advance of work performed.

2. <u>Cost File</u> – Attached as Exhibit C

☐ **Cost File**

All cost information must be:

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

Failure to complete both steps may result in your bid being deemed non-responsive.

- Bidder shall provide everything necessary, at their own expense, to deliver the required products and services. This includes, but is not limited to, labor, preparation work, materials, supplies, parts, tools, and equipment. The lump sum bid price must encompass all necessary materials, labor, and fees required to fulfill the contract obligations.
- All permits, licenses, and fees must be obtained and paid for solely by the awarded Bidder.
- The City is exempt from federal taxes; therefore, federal taxes must **not** be included in the bid price. However, the City is required to pay applicable sales tax on purchases, which must be included as a **separate line item** within the total bid price.
- The following additional charges will **not** be allowed under this contract: fuel surcharges, mileage rates, fines, entertainment, advertising, or any other costs deemed inappropriate for reimbursement with public funds.

3. <u>Required General Attachments</u> – Attached as Exhibit A

- ☐ **Bidder/Proposer Affidavit**
- ☐ **Affidavit of Non-Collusion and Non-Discrimination**
- ☐ **Affidavit of Non-Federal Lobbyist Requirement**
- ☐ **Debarment and Suspension Certification**
- ☐ **Acknowledgment of Insurance Endorsements** – Insurance requirements are outlined in Section 5.1 of the City's Form Contract **(Attached as Exhibit B)**
- ☐ **Client Reference List**
- ☐ **Certification of Compliance with Labor Code Section 3700**
- ☐ **W9**
- ☐ **Modifications to the City's Form Contract (Attached as Exhibit B)**

- Proposers requesting modification to the City's Form Contract (Attached as Exhibit B) shall include a redlined version at the time of submission for the City's consideration.
- Award is based on a successful negotiation. Failure of the City and any proposer to reach a mutual agreement regarding the Contract or any other portions of the award, may result in the City moving to negotiation with another proposer.

F. QUESTIONS AND ADDENDA

Any requests for clarification or other questions must be submitted via PlanetBids using the Q&A tab no later than the date and time established on the cover page of this solicitation document. No verbal requests or requests made in any other format will be accepted. Each question must be submitted separately, not combined into a single submission or written in paragraph form. Be sure to include the corresponding Section and page number with each question.

Requests submitted for City's consideration of proposed terms and conditions, including modifications to the City's RFP and/or standard form Contract Services Agreement (Attached as Exhibit B) must be included at the time of proposal submission. Such requests should include an attachment in PDF format or company letterhead that shows the requested modifications.

The City will provide formal answers to all questions. Change to the RFP itself shall only be made by the City via formal written addenda. Addenda will be published and distributed through the Vendor Portal. All addenda shall become a part of the RFP document requiring both signature and acknowledgment by the proposer. It is the sole responsibility of the bidder to ensure that they have received the entire RFP including any questions, answers, and addenda by visiting the City of Carson Planet Bids Vendor Portal.

Type of Question	Contact	Contact Info
Those related to the Contract	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. MINIMUM QUALIFICATIONS/ELIGIBILITY

All proposers must meet the following requirements, at minimum:

- ☐ Relevant Experience: Minimum of five (5) years of professional photography experience, including documented work in event photography, public agency assignments, community events, or similar large-scale or multi-site environments.
- ☐ Technical Expertise: Demonstrated proficiency in professional photography services, including but not limited to event coverage, portrait and candid photography, composition, lighting, digital image editing, color correction, and post-production workflows.
- ☐ Insurance: The proposer must meet the insurance requirements detailed in this RFP document.
- ☐ Demonstrated Project Capability: The proposer must show a proven track record of successfully completing projects of similar scope and complexity.
- ☐ Compliance with Local Business Requirements: The proposer must be qualified to conduct business within the City of Carson, including maintaining a valid City business license and the required insurance coverage for the duration of the contract. A valid City business license and certificate of insurance are only required of the selected awardee and must be obtained prior to contract award. It is not required at the time of proposal submission.
- ☐ Pre-Proposal Meeting: Not Applicable

H. PREVAILING WAGES REQUIREMENTS

It is the sole responsibility of the proposer to carefully review the scope of work and determine whether any portion of the work is subject to prevailing wage requirements. The proposer shall include any associated labor costs accordingly in their proposal.

Proposers must be registered with the California Department of Industrial Relations (DIR) pursuant to Labor Code Section 1725.5. Contractors are responsible for maintaining active DIR registration for the duration of the contract.

Pursuant to California Labor Code Section 1771, certain types of work, including but not limited to maintenance, installation, repair, or construction, may be considered public works and therefore subject to prevailing wage requirements as established by the DIR for the locality in which the work is performed, for each craft, classification, or type of worker required.

Prevailing wage determinations may be found on the DIR website at: http://www.dir.ca.gov/dlsr
If any portion of the work is deemed subject to prevailing wage, the contractor shall comply with all applicable requirements, including but not limited to:

- Paying not less than the applicable prevailing wage rates;
- Submitting certified payroll records to the DIR via the online portal;
- Complying with all DIR and Labor Code requirements regarding public works projects.

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

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

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

Unless all proposals are rejected, the award shall be made in accordance with the Carson Municipal Code (CMC).

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

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

Phase 1 – Proposal Review (Mandatory)

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

Criteria		Maximum Points
Qualifications and Experience	Demonstrated competence and qualifications of the firm and key personnel.	30
Understanding of Scope and Approach	Demonstrated understanding of the City's needs, applicable laws, and best practices in requested services. Quality, creativity, and feasibility of the proposed approach and work plan.	25
Project Management and Schedule	Quality and clarity of the proposed project management approach, timeline, and staffing plan to meet deliverable deadlines.	15
Cost Proposal	Reasonableness of proposed costs relative to the scope, level of effort, and market conditions. Cost will not be the sole determining factor.	20
References and Past Performance		10
Total Points Possible		100

Phase 2 – Interview/Presentations (Optional)

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

SCOPE OF SERVICES
RFP 26-021
ON-CALL PHOTOGRAPHY SERVICES FOR CITY EVENTS, COUNCIL MEETINGS, AND OTHER AS-NEEDED CITY EVENTS

SCOPE OF SERVICES

The City of Carson utilizes iconic, structural, event, portrait and artistic photography for brochures, websites, marketing, quarterly reports, etc. The selected photographer would need to be available to shoot these events and or programs on an as-needed basis.

The Contractor shall provide photography services for the City of Carson on an as-needed basis for the following categories of work:

1. City-Sponsored Special Events

Contractor shall provide photography coverage for City special events as directed by the City. Services include partial or full-event coverage based on City direction.

Please refer to Appendix A for the City's schedule of Special Events. Each event will include:

- Anticipated event date/period
- Estimated event duration
- Minimum required coverage hours

2. City Programs

Contractor shall provide photography services for City programs, activities, and community initiatives on an as-needed basis. Scheduling and coverage requirements shall be established by the City.

Please refer to Appendix B for the City's programs and related details.

3. City Council Meetings

Contractor shall provide photography services for City Council meetings, generally held on alternating Tuesdays at 5:00 p.m. at Carson City Hall, or as otherwise scheduled by the City.

Contractor shall provide a minimum of two (2) hours of photography coverage per City Council meeting, unless otherwise directed by the City.

4. On-Call/As-Needed Services

Contractor shall provide on-call photography services for unscheduled or short-notice assignments, which may include, but are not limited to:

- Press Conferences (On average, 5-15 occurrences per calendar year)
- Emergency Response Events
- Public Information Announcements
- Community Outreach or Special City needs

The City does not guarantee any minimum number of on-call assignments.

All schedules are subject to change, cancellation, or rescheduling at the sole discretion of the City, and the Contractor shall not be entitled to additional compensation due to such changes.

CONTRACT TERM
The anticipated contract term is five (5) years.

DELIVERABLES/TURNAROUND/LICENSING
City shall receive downloadable links with no expiration date taken from each Event within five (5) business days of the Event date. This includes a perpetual usage license for the City to use the images in any promotional way, such as in print and digital.

All materials and equipment shall be set-up in desired location of a City staff member that shall be present upon arrival of contractor.

Contractor shall acknowledge and agree that the nature of the photography will vary from Event to Event, so a City representative may instruct the photographer as to the general nature of the photographs that will be needed for each Event.

All photographic proofs and final edited images shall be delivered at a professional quality standard suitable for immediate City use with minimal additional editing. Images shall be properly exposed, composed, and color-corrected, and shall not require significant correction or post-processing prior to use by the City.

CONTRACTUAL AUTHORITY AND SCOPE LIMITATIONS
The resultant contract shall be executed strictly between the selected vendor(s) and the City of Carson. The final, legally binding scope of work shall be exclusively defined by the parameters, events, and requirements set forth within this Request for Proposals (RFP) and any subsequent City-approved contract amendments. The City will not entertain, consider, or approve any requests to expand the scope, increase the volume of assignments, or alter agreed-upon terms beyond what is explicitly listed herein.

RIGHT TO CONTRACT AND DISCRETIONARY ASSIGNMENT DISTRIBUTION
The City of Carson reserves the right, at its sole discretion, to contract with multiple photography vendors for any given event. Furthermore, the City is not restricted to, nor does it guarantee the use of, any specific photographer for sequential events, multi-day weekend events, or assignments regardless of hourly duration.

The City intends to award a contract to a primary vendor, with the option to select a secondary vendor to ensure comprehensive coverage as needed. The City reserves the absolute right to allocate and assign as many or as few tasks, events, or hours to any contracted photographer as it deems appropriate and makes no minimum workload or financial guarantees.

FLEXIBLE SHEDULING AND ITEMIZED PRICING STRUCTURE
To maximize operational flexibility and cost efficiency, the scope of work utilizes an itemized approach. Rather than requiring coverage for the entire duration of an event, the City reserves the right to schedule photography services for targeted, specific timeframes and deliverables. Proponents shall provide itemized pricing based on these distinct coverage windows to capture key activities, entertainment, presentations, and priority images as directed by the City.
Content Intent and Photo Composition Expectations Photographers are expected to capture the full essence of City programs and functions. The performance standard for event photography composition is structured as follows:
- Community & Engagement Images (Approximately 85%): Capturing attendees, activities, entertainment, vendor participation, and overall event experiences. These high-quality images will be primarily utilized for printed publications, marketing materials, annual reports,

website content, and general promotional purposes.
• Ceremonial & Archival Images (Approximately 15%): Capturing City officials, presentations, recognitions, and ceremonial elements primarily intended for historical and archival purposes.

ON-CALL AND SUPPLEMENTAL PHOTOGRAPHY SERVICES
In addition to the scheduled special events identified in this RFP, the City may periodically require photography services for unscheduled, short-notice, or emerging events, programs, meetings, ceremonies, announcements, community outreach activities, public information efforts, emergency response activities, or other City-related functions.

Accordingly, proposers shall include pricing for optional on-call photography services that may be requested by the City on an as-needed basis throughout the term of the agreement. The City does not guarantee any minimum quantity of on-call assignments, and the utilization of these services shall be at the sole discretion of the City. The City reserves the right to request these services at any time during the contract term and may negotiate task-specific scopes of work for assignments requiring unique expertise, extended coverage, specialized equipment, or unusual scheduling requirements.

ARCHIVING AND DIGITAL ACCESS
Contractor shall provide all final images in high-resolution digital format via downloadable access or equivalent secure transfer method. All files shall be organized and labeled by event name, date, and assignment type to support City archiving and retrieval. Download access shall not expire, and the City shall retain the ability to store, reproduce, and maintain images in its internal systems without limitation.

REQUIRED RATE SCHEDULES AND COST PROPOSALS – EXHIBIT C
As part of their proposal, firms shall explicitly provide a comprehensive fee schedule detailing the following:
- Standard hourly rate for photography services (minimum one-hour increment).
- Half-day rate (up to four hours).
- Full-day rate (up to eight hours).
- Overtime rate for services exceeding eight hours.
- Rush-response rate for assignments requested with less than 48 hours' notice.
- Weekend and holiday rate, if different from standard pricing.
- Estimated turnaround time for delivery of edited digital photographs.
- Any additional fees associated with editing, licensing, drone photography, specialty equipment, or expedited delivery.

PRICING EVALUATION
For evaluation purposes, the City may apply a standardized usage estimate to each proposer's submitted pricing in order to compare costs among competing firms on a consistent basis. Inclusion of these rates does not obligate the City to utilize any minimum level of on-call services.

CONTRACT MANAGEMENT AND ADMINISTRATION
The City of Carson Public Information Office (PIO) shall serve as the designated Contract Manager. The selected vendor(s) shall report directly to the PIO, which will serve as the sole institutional point of contact for all assignments, scheduling, deliverables, and contract administration.

SUBCONTRACTING
Contractor shall not subcontract, assign, or delegate any portion of the work under the resulting Agreement, unless approved in advance by the City.

PERFORMANCE EXPECTATIONS
The City will evaluate Contractor performance based on the requirements set forth in this Scope of Services and applicable contract terms. Failure to meet performance standards may result in rejection of deliverables, required corrective action, withholding of payment, or other remedies available to the City under the Agreement. All corrective work shall be completed at no additional cost to the City.
Performance expectations include, but are not limited to, the following:
1. Responsiveness and Communication -Contractor shall maintain timely, professional communication with City staff. Contractor shall respond to City inquiries, scheduling requests, and operational coordination matters within two (2) business days, unless otherwise directed by the City.
2. Timely Delivery of Deliverables - Contractor shall deliver all edited photographic images and related deliverables within five (5) business days following each assignment, unless otherwise approved by the City.
3. Quality of Photographic Deliverables - All proofs and final images shall meet a professional photography standard suitable for immediate City review and use. Deliverables shall be properly exposed, composed, color-corrected, and of sufficient quality to avoid the need for major corrections, re-editing, or additional post-processing by the City.
4. Adherence to City Direction - Contractor shall follow reasonable direction provided by City representatives regarding event coverage priorities, required shots, subject matter focus, and sequencing of coverage during each assignment.
5. Completeness of Coverage - Contractor shall capture a comprehensive representation of each assigned event or activity, including community participation, program activities, key moments, and ceremonial elements as directed by the City.
6. File Delivery and Organization - All images shall be delivered in a clearly labeled, organized, and accessible digital format suitable for City storage, retrieval, and immediate use.

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

The Contractor shall, at no additional cost to the City, revise or re-perform any work that is determined to be incomplete, unsatisfactory, or non-compliant with the contract requirements until accepted by the City.

Attachments
Appendix A – City of Carson Event List

Exhibits
A – Required General Attachments
B – City Form Template
C – Cost File

Appendix A: City of Carson Event List

Note: The event list and annual photography hours provided are estimates for informational and planning purposes only to assist proposers in understanding the anticipated scope of work. These estimates do not constitute a guarantee of work. Dates, times, event details, and service requirements are subject to change, and the City may modify, add, or remove events as operational needs dictate. The City of Carson reserves the right to increase or decrease services, including the number of events and total hours, throughout the term of the contract.

Event/Program Category	Annual Frequency (High-End Average)	Photography Duration (Per Event)	Total Annual Photography Hours
Regular City Council Meetings (Various Dates)	24	2 hours	48 hours
Special City Council Meetings (Various Dates)	15	2 hours	30 hours
City Press Conference (Various Dates)	8	2 hours	16 hours
Senior Rec Luncheons (Various Dates)	2	1 hour	2 hours
Tribute to Martin Luther King Jr. (January)	1	4 hours	4 hours
Black History Month (February)	1	3 hours	3 hours
Nate Riddick Volunteer Banquet (March)	1	5 hours	5 hours
United Farmworkers Dignity Day (March)	1	3 hours	3 hours
PIO Program: State of the City Address (April)	1	4 hours	4 hours
PIO Program: Red Ribbon Week (April)	1	4 hours	4 hours
Autism Acceptance 5K (April)	1	3 hours	3 hours
Earth Day/Kid's Fest (April)	1	3 hours	3 hours
PIO Program: "Why I Like Carson" Address (May)	1	4 hours	4 hours
Mental Health Forum (May)	1	3 hours	3 hours
Cinco de Mayo (May)	1	6 hours	6 hours
Memorial Day Tribute (May)	1	2 hours	2 hours

ECE Graduation (June)	1	1 hour	1 hour
Philippine Independence Day (June)	1	11 hours	11 hours
Juneteenth Celebration (June)	1	7 hours	7 hours
LA28 Sport Day (June)	1	7 hours	7 hours
4th of July Drone Show (July)	1	2 hours	2 hours
Samoan Heritage Festival (July)	1	7 hours	7 hours
Cajun & Blues White Linen Affair (August)	1	4 hours	4 hours
Clean and Green (August)	1	4 hours	4 hours
Famfest (August)	1	4 hours	4 hours
Boxing Dinner Show (August)	1	3 hours	3 hours
PIO Program: Heroes Day / 9/11 Tribute (September)	1	4 hours	4 hours
Mariachi Festival (September)	1	4 hours	4 hours
Country Western Fair (September)	1	3 hours	3 hours
Filipino American History Month (October)	1	5 hours	5 hours
Jazz Festival (October)	1	5 hours	5 hours
Women's Health Conference (October)	1	9 hours	9 hours
Halloween Carnival (October)	1	3 hours	3 hours
Veterans Day (November)	1	3 hours	3 hours
Tree Lighting Ceremony (December)	1	2 hours	2 hours
Winterfest (December)	1	3 hours	3 hours
Community Basketball (December)	1	5 hours	5 hours
TR Dinner Dance (TBD)	1	1 hour	1 hour
Stroke Center	1	1 hour	1 hour

Reunion (TBD)			
Intergenerational Program Culmination (TBD)	1	1 hour	1 hour
Senior Information Fair (TBD)	2	1 hour	2 hours
Youth Conference (TBD)	1	2 hours	2 hours
Total Estimated Annual Photography Hours (Approx.)			240 hours

CITY OF CARSON
BID REGISTER

NAME OF PROJECT: *RFP 26-021 - ON-CALL PHOTOGRAPHY SERVICES FOR CITY EVENTS, COUNCIL MEETINGS, AND OTHER AS-NEEDED CITY EVENTS*

BID OPENING DATE: *07-27-26* **TIME:** *2:00 P.M.*

#	COMPANY	COMPANY CONTACT (If Applicable)	PLANET BID DATE/TIME RECEIVED	HARD COPY DATE/TIME RECEIVED		
1.	Bakers Man Productions, LLC	David Kartsonis	7/27/26 1:54pm			
2.	Bellamani Photography, LLC	Joe Andrew Gerrits	7/17/26 3:28pm			
3.	Clivabeth Photography, LLC	Elizabeth Dantes	7/26/26 9:00am			
4.	Dynasty Commercial Media	Dajula N. Jones	7/22/26 6:33pm			
5.	Beige Media	Kawser Khan	7/22/26 1:22am			
6.	Studio Luniste	Enrique Siliezar	7/27/26 11:54am			
7.	MDG Productions Inc.	Milton David Grays	7/27/26 1:55pm			
8.	NJP Photography	Nicolette Jackson-Powell	7/17/26 12:51pm			
9.	The Sur-Ryl Group, LLC.	Sequoia Houston	7/27/26 1:59pm			
10.						
11.						

Opened By: Kourtney Cullors KFC
Print Legibly Initials

Staff Present: Margie Revilla-Garcia MRG
Print Legibly Initials

City Clerk: KFC
Signature

PlanetBids Opened By: Anuar Lopez O. ALO
Print Legibly Initials

Clivabeth Photography

July 27, 2026

Josilla Todiola
Buyer
City of Carson, Division of Purchasing
701 East Carson Street
Carson, CA 90745
Reference: Request for Proposal 26-021

Dear Ms. Todiola:

Clivabeth Photography understands the value the City of Carson brings to its community. As a full-service photography studio located in the City of Carson, we are also an active community partner, participating in enrichment programs, youth sports, and volunteering to help fundraise for our community. We have over twelve years of professional photography experience, including City of Carson events, council meetings, corporate functions, and portrait photography. As a local business, we are familiar with the City's parks and recreation facilities and are available on short notice. We understand the City's needs and are eager to continue our partnership with the City of Carson by capturing the events that strengthen the bonds of our great community.

Clivabeth Photography remains committed to providing exceptional value through:

- **Superb Customer Service and Relationships** – As a small business, we take a client-centered approach and are proud to be rated 5 stars on Yelp and Google. We provide the highest level of customer care and public relations, serving a diverse client base with strong intercultural communication skills that allow us to adapt to every environment.
- **High-Quality Images and Portraits** – Our portrait and event photography has been published in print and online publications, including *Carson Magazine*, *Daily Breeze*, *Carson Compass*, and more.
- **Technological Capabilities to Streamline the Process** – We use professional photography equipment and the latest technology to capture a wide variety of events while tailoring our services to each client's needs. We also utilize a secure photo-sharing platform that allows clients to easily organize, download, and share images while communicating efficiently with our team.

The enclosed proposal demonstrates why Clivabeth Photography is well positioned to serve as the City of Carson's first-call photography provider. As leaders in our respective fields, we believe this partnership will continue to provide exceptional value to the City of Carson and its residents.

We look forward to the opportunity to meet with you to discuss this proposal and how Clivabeth Photography can continue providing the quality, reliability, and value the City of Carson 'Jewel of the Southbay' deserves. Thank you for your time and consideration.

Best regards,

Elizabeth Dantus
Owner/ Photographer

17410 Sudbury Court Carson, CA 90746
www.clivabethphotography.com photos@clivabeth.com (310) 557-6245

Proposer Qualifications:

Clivabeth Photography was established in 2014 with the purpose of creating quality, tangible memories for families and communities to cherish for years to come. We specialize in event and portrait photography. We maintain exceptional customer service and client relationships and are proud to be rated 5 stars on Google and Yelp. Our work has been published in both print and online publications, including *Carson Magazine, Daily Breeze, Carson Compass, Essence Magazine*, *The Knot*, *Black Bride*, *Bridal Guide*, and more. We have also been recognized by Expertise as one of the Best Wedding Photographers.

Key Staff and Team:

Clivabeth Photography is led by Elizabeth Dantus and Clivins Dantus. Elizabeth serves as the primary point of contact and oversees all aspects of each project, including client communication, scheduling, photography, quality control, and final image delivery.

To support projects requiring additional coverage, Clivabeth Photography maintains a trusted network of experienced independent contract photographers and photography assistants who are selected based on each project's needs. All team members work under the direction of Clivabeth Photography and follow the company's standards for professionalism, consistency, and quality. Elizabeth is also a graduate of the first cohort of City of Carson and California State University, Dominguez Hills Small Business Growth Academy and was recognized by the City of Carson for Small Business Saturday in 2023.

Project Understanding:

Clivabeth Photography has a thorough understanding of the City's photography needs through more than three and a half years of providing professional photography services for the City of Carson. During this time, we have gained valuable insight into the City's operations and recognize that its photography needs extend beyond individual events to include capturing important community programs, activities, and public-facing initiatives. Our team has provided photography services for approximately 175 hours annually, including pre-event communication, on-site photography, and post-production services. We are prepared to support the full scope of the City's anticipated photography needs, including the approximately 240 annual event hours identified in this RFP. Since 2023, our team has successfully photographed:

- Official portraits of City of Carson elected officials, commissioners, and staff
- City Council meetings
- Press releases, Groundbreakings and Ribbon-cutting ceremonies
- Human Services classes and activities

- Intergenerational Program
- Carson Sisters Cities Association Welcome and Farewell Dinners
- Youth Sports Awards Ceremonies
- Employee Service Awards
- Carson Cares
- Gil Smith Memorial
- Community events, such as:
    - State of the City
    - 55th Anniversary Gala
    - Swearing in Ceremony
    - LA28 Sport Day
    - Dr. Martin Luther King, Jr.
    - Black History Month
    - Friday Night at the Fights
    - Mariachi Fiesta
    - Self-Care Health Fair/ Mental Health Forum
    - Why I Like Carson
    - Red Ribbon Week
    - Carson Rising Stars
    - Children's Day/ Earth Day
    - Cinco de Mayo
    - Heroes Day
    - Juneteenth Celebration
    - Philippine Independence Day
    - Samoan Heritage Day
    - 4th of July Drone Show
    - Cajun & Blues White Linen
    - Community Night Out
    - Faith, Friends & Family Festival (FamFest)
    - Women’s Health Conference
    - Young Women’s Health Conference
    - Filipino American History Month (FAHM)
    - Tour De Carson
    - Street Fair
    - Larry Itliong Day
    - Country Western Fair

    - Halloween Carnival
    - Eat Shop Local
    - Winterfest
    - Jazz Festival
    - Country Western Fair
    - Veterans Day
    - Tree Lighting Ceremony
    - Silver Cheer
- Other departmental portraits/events/ marketing photos as requested

Clivabeth Photography is skilled at capturing key moments and has extensive knowledge of key personnel, providing the City of Carson with the confidence that professional, high-quality work will be delivered in a timely manner.

Project Approach and Work Plan:

Our approach is centered on professionalism, responsiveness, and seamless coordination with City staff. Prior to each assignment, we confirm the event schedule, desired coverage, and any priority individuals or activities. During the event, our team works unobtrusively while capturing a comprehensive visual story that includes key moments, candid interactions, dignitaries, attendees, vendors, and event details. Following each assignment, images are professionally edited and delivered within 5 business days through a secure online gallery. Our services include:

- Unlimited photos captured at the requested event.
- Capturing portraits of elected officials on stage, along with all facets of the event, including, but not limited to, speakers, entertainers, vendors, attendees, and décor.
- Editing services, including culling photos, creative editing, and color correction.
- Upon request, providing 2–5 edited photo options for same-day press release turnaround.
- Full gallery delivery within five business days (rush full gallery delivery available).
- Providing a secure online photo gallery that can be shared among City staff and attendees, with access to download images using a download PIN. Users can download high-resolution and low-resolution (web and social media) images.
- A photo usage license allowing the City to use images in marketing materials and as the client sees fit for its business or entity.

Event Staffing Recommendations

Based on our experience providing photography services for the City of Carson over the past three and a half years, we recommend additional members of the Clivabeth Photography team for larger or multi-activity events to ensure comprehensive and simultaneous coverage of

key activities, as well as consistent image quality and delivery. When appropriate, additional team members can be assigned based on the size, complexity, and scheduling needs of an event. Examples of events where we recommend additional Clivabeth Photography team members include:

- Large community events
- State of the City
- Cinco de Mayo
- Juneteenth Celebration
- Philippine Independence Day
- Samoan Heritage Day
- Faith, Friends & Family Festival (FamFest)
- Women's Health Conference
- Young Women's Health Conference
- Street Fair

In addition, our online gallery allows users to favorite images into categorized folders, such as print, web, social media, and broadcast. The gallery also includes a feature that allows users to leave comments on specific images if additional edits are requested. This makes it simple for clients to communicate efficiently with one another and with Clivabeth Photography. The gallery also makes it easy to share favorite images and later download or export them for use. After the gallery is published, Clivabeth Photography remains available for reasonable requests or revisions, such as the removal of images at the client's discretion. Clients also have the ability to purchase prints and albums through the online gallery.

Clivabeth Photography continues to stay current with the latest technology and professional photography equipment, including the latest Sony mirrorless cameras with multiple professional lenses for a variety of shooting scenarios, a DJI drone for aerial photography and video, Godox lighting equipment, and a variety of portrait backdrop options to provide clients with crisp, clear, and remarkable images.

Clivabeth Photography also offers clients access to professional prints and products. We can create a separate public online gallery and QR code for each event, allowing community event attendees to conveniently view and purchase prints and products for their families.

Subcontractor List: Not Applicable











Clivabeth Photography







BAKERS MAN PRODUCTIONS, LLC

ON-CALL PHOTOGRAPHY SERVICES

for City Events, Council Meetings, and Other As-Needed City Events

CITY OF CARSON - RFP NO. 26-021

Prepared for

City of Carson

Prepared by

David Kartsonis, Director of Production and Technology

Bakers Man Productions, LLC

Submission Date July 27, 2026	**Primary Contact** David Kartsonis | 310-344-9497
Email david.kartsonis@bakersman.com	**Office** 3904 Del Amo Blvd., Ste. 803, Torrance, CA 90503

Cover Letter and Company Profile

July 27, 2026

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

Re: RFP 26-021 - On-Call Photography Services

Dear Evaluation Committee:

Bakers Man Productions respectfully submits this proposal to provide professional on-call photography services for City of Carson events, City Council meetings, programs, press conferences, and other as-needed assignments. Our firm combines more than three decades of visual-production experience with a long record of serving municipalities, school districts, public agencies, corporations, and community organizations throughout Southern California.

We understand that the City is not simply seeking event documentation. Carson requires a reliable visual partner who can capture the energy and diversity of community programs, preserve ceremonial and archival moments, respond to short-notice needs, and deliver professionally edited, well-organized images that are ready for immediate use in print, digital, social media, websites, reports, and public information materials.

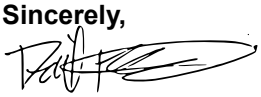
Bakers Man will provide a dedicated contract manager and lead photographer, trained backup personnel, professional equipment, standardized editing and quality-control procedures, and secure downloadable galleries with non-expiring access. We will acknowledge assignment requests promptly, coordinate directly with the City Public Information Office, and deliver edited images within five business days - normally within one to three business days for standard assignments.

Our proposed rates are all-inclusive and cover ordinary onsite photography, standard editing, equipment, travel, parking, and digital delivery. No subcontractors are anticipated. Bakers Man is prepared to obtain and maintain a City of Carson business license and all required insurance prior to contract performance.

Bakers Man is well experienced in this field and we have on-call photography contracts exactly like this one with the cities of Azusa, Irwindale, and Laguna Niguel, in addition to many private corporations.

Thank you for considering Bakers Man Productions. We would be honored to support the City of Carson and help create an accessible, organized, and enduring visual record of the community it serves.

Sincerely,



David Kartsonis
Director of Production and Technology
Bakers Man Productions

310-344-9497

david.kartsonis@bakersman.com

3904 Del Amo Blvd., Ste. 803, Torrance, CA 90503

Company Profile: Established in 1987, Bakers Man Productions is a full-service visual communications company headquartered in Torrance, California, with additional operations in Kansas City and Phoenix. The company provides photography, video production, live-event production, editing, drone services, streaming, and related creative services.

Proposer Qualifications

Experience, technical expertise, public-agency familiarity, and operational capacity

Bakers Man Productions has more than 30 years of experience producing professional visual content for government agencies, educational institutions, corporations, associations, and community organizations. Our assignments range from intimate portraits and recognition ceremonies to large public festivals, multi-day conferences, public meetings, architectural assignments, aerial photography, and time-sensitive public information work.

Photography Work Samples

City Event Photography Portfolio: https://bakersmanproductions.pixieset.com/bakersmaneventssample/

Headshot and Portrait Portfolio: https://bakersmanproductions.pixieset.com/bakersmanheadshotsamples/

Core Qualifications

- Decades of professional photography experience, including public-agency, event, portrait, architectural, stock, and drone photography.
- Longstanding municipal and public-sector experience with the City of Azusa, City of Irwindale, City of San Bernardino, City of Sacramento, City of Torrance, San Diego MTS, Torrance Unified School District, Azusa Unified School District, El Camino College, UCLA, UCSD, and other agencies.
- Professional event-coverage capability for festivals, civic ceremonies, public meetings, press conferences, graduations, conferences, community programs, and elected-official recognitions.
- In-house post-production, color correction, cropping, retouching, file organization, quality assurance, and secure gallery delivery.
- FAA Part 107 remote-pilot capability for optional drone photography, subject to airspace, safety, weather, and City approval.
- Staffing redundancy, backup camera bodies and lenses, redundant recording media, and additional production personnel available when concurrent or extended assignments require expanded coverage.

Photography Capabilities

Service Area	Representative Applications
Event and Community Photography	Festivals, programs, ceremonies, conferences, receptions, performances, outreach events, and public celebrations
Council and Government Photography	Council meetings, proclamations, recognitions, swearing-in ceremonies, press conferences, and official portraits
Portrait and Headshot Photography	Elected officials, staff, boards, commissions, speakers, award recipients, and community leaders
Architectural and Structural Photography	City facilities, parks, streetscapes, public art, capital projects, and iconic community locations
Stock and Marketing Photography	Evergreen image libraries for websites, brochures, reports, campaigns, social media, and future City use
Drone Photography	Approved aerial perspectives, site documentation, civic facilities, public spaces, and major outdoor events

Professional Credentials and Affiliations

Key staff credentials include FAA Remote Pilot certification and specialized training in visual production, live streaming, virtual production, and digital media. Bakers Man does not rely on an outside trade association or subcontractor to perform the required photography services; the work will be completed and quality-controlled by Bakers Man personnel.

Key Staff and Project Organization

A single point of accountability supported by trained backup personnel and in-house post-production

David Kartsonis will serve as the City of Carson's primary contact and contract manager. Bakers Man will maintain a trained backup structure so assignments can be covered during illness, scheduling conflicts, concurrent events, or emergency requests without compromising quality or continuity.

Team Member	Project Role	Relevant Qualifications
David Kartsonis	Contract Manager / Lead Photographer / Drone Operator	More than 15 years of visual-production experience; municipal meeting and event experience (serves as a City of Torrance Councilmember); FAA Remote Pilot; oversees or participates in every Bakers Man project.
Sandra Ordiano	Photographer / Camera Operator	Multi-purpose photographer and visual-production professional experienced in field capture, client service, and production support.
Aaron Steven	Creative Director / Project Coordination / QA / Backup Photographer	Experienced photographer and project manager; coordinates municipal clients and provides creative oversight and assignment backup.

Proposed Organization Chart

CITY OF CARSON PUBLIC INFORMATION OFFICE
Contract Manager and Assignment Authority

↓

DAVID KARTSONIS
Contract Manager / Lead Photographer

↓ ↓

SANDRA ORDIANO
Photographer

AARON STEVEN
Backup Photographer / QA

Staffing Commitment: The entirety of all work is expected to be performed directly by Bakers Man employees. No subcontractors are proposed. Any future specialty subcontractor would be disclosed and used only with advance written City approval.

Project Understanding

Carson needs dependable coverage, consistent visual storytelling, prompt delivery, and organized long-term access

Bakers Man understands that the City expects a photographer to be available for a varied calendar of Council meetings, civic programs, festivals, conferences, ceremonies, sports and recreation activities, press events, and short-notice public information assignments. The work may involve targeted coverage windows rather than full-event attendance, and the City may assign different events or hours among one or more contracted photographers. Bakers Man also understands that time is often of the essence and this contract may require quick turn-arounds and last minute scheduling.

Imagery captured needs to:

Provide immediately and commercially usable images. Deliver properly exposed, composed, color-corrected, professionally edited files suitable for websites, social media, reports, brochures, marketing, and public information.

Represent the community. Capture the diversity, participation, emotion, activities, entertainment, vendors, volunteers, and overall experience of Carson programs and events.

Document civic history. Preserve presentations, recognitions, official actions, ceremonies, elected officials, community leaders, and other moments of archival value.

Support flexible scheduling. Provide estimated two-hour Council-meeting coverage, targeted event windows, longer festival assignments, weekend and holiday availability, and short-notice response.

Create durable digital access. Provide high-resolution files through a clearly organized, non-expiring download method with event/date/assignment naming and complete City usage rights.

Project makeup consisting of Community & Engagement Images (~85%) and Ceremonial & Archival Images (~15%).

Contract and Operational Requirements

- Five-year anticipated contract term, with no guaranteed minimum quantity of assignments or hours.
- Actual hours worked will be billed under the applicable City-approved unit rate; rates are all-inclusive, with no separate mileage, parking, fuel, equipment, or ordinary editing charge.
- Standard edited-image delivery within five business days, via downloadable links that do not expire.
- Perpetual City use and ownership rights for delivered work products, subject to the final executed agreement.
- City direction regarding coverage priorities, shot lists, event sequencing, and assignment-specific needs.
- City of Carson business license and required insurance maintained for the duration of the agreement.

Project Approach and Work Plan

A repeatable six-stage workflow designed for flexible assignments and consistent results

Stage	Milestone	Bakers Man Method
1	**Assignment Intake**	Acknowledge the request, confirm date/time/location, coverage window, City contact, intended use, special access needs, priority subjects, and deliverable deadline.
2	**Pre-Event Planning**	Review available schedules, run-of-show information, shot priorities, venue conditions, lighting, weather, security/access restrictions, and whether a second photographer, lighting, or drone capability is appropriate.
3	**Onsite Coordination**	Arrive prepared and on time, check in with the designated City representative, confirm any last-minute changes, and position equipment without disrupting City operations or the public.
4	**Photography Coverage**	Capture wide establishing images, medium activity images, close details, candid interactions, posed groups, key moments, signage and branding, and ceremonial/archival images according to City priorities.
5	**Post-Production and QA**	Back up files, remove duplicates and technical rejects, select representative images, correct exposure and color, crop as needed, perform standard retouching, export high-resolution files, and complete an internal quality-control review.
6	**Delivery and Closeout**	Upload a clearly labeled, non-expiring gallery; provide the downloadable link; confirm delivery; address reasonable correction requests; and retain backup copies according to Bakers Man retention procedures and City direction.

Assignment-Specific Planning

For major festivals and longer events, Bakers Man will request a run of show or planning call when practical. For routine Council meetings and shorter assignments, a concise email or phone confirmation will be sufficient. For rush or emergency assignments, the workflow will be compressed while retaining required backup, editing, and quality-control steps.

Continuity: Each assignment will be documented in Bakers Man's shared production calendar and project-management system so the primary photographer, backup personnel, editor, and quality-control reviewer have consistent instructions and deadlines.

Event Coverage Methodology

A comprehensive visual record without unnecessary repetition or disruption

Standard Coverage Sequence

Establishing imagery: Venue exterior, signage, stage, decorations, wide crowd views, and visual context.

Community participation: Residents arriving, families, children, seniors, volunteers, booths, activities, demonstrations, and candid interaction.

Program content: Speakers, performances, panels, workshops, competitions, presentations, and key scheduled moments.

Details and branding: City seals, banners, sponsor signage when requested, food, art, costumes, materials, hands-on activities, and environmental details.

Ceremonial documentation: Elected officials, awards, proclamations, recognitions, ribbon cuttings, posed groups, and official presentations.

Closing context: Final performances, audience response, evening atmosphere, completed activities, and event-ending moments when applicable.

City Council Meeting Coverage

- Expected two-hour coverage unless the City directs otherwise.
- Arrival before the requested start time to confirm recognitions, presentations, special guests, or ceremonial priorities.
- Coverage of audience participation, speakers, Councilmembers, staff, proclamations, presentations, group photographs, and other notable moments without interfering with meeting operations.
- Discreet movement, quiet equipment operation, respect for restricted areas, and coordination with the City Clerk, PIO, City Manager staff, security, or audiovisual staff as directed.

Technical and Artistic Standards

Standard	Method
Exposure and Color	Professional exposure, white balance, color correction, natural skin tones, and highlight/shadow control appropriate to the venue.
Composition	Intentional framing, clean backgrounds when possible, visual variety, useful negative space for design applications, and both horizontal and vertical options.
Lighting	Available-light technique supplemented by professional flash or portable lighting when appropriate and permitted.
Redundancy	Backup camera capability, multiple lenses, spare batteries, redundant media, and immediate post-assignment file backup.
Public Sensitivity	Respectful, unobtrusive coverage of diverse participants; compliance with City direction regarding minors, sensitive incidents, restricted subjects, or non-public areas.
Image Selection	A useful, representative set rather than excessive near-duplicates; technical rejects and redundant frames removed before delivery.

Project Management, Schedule, and Communication

Responsive coordination with clear accountability and measurable deadlines

Communication Protocol

Communication	Target	Method
Assignment acknowledgment	Within one business day; sooner for urgent requests	Email and/or phone confirmation to the PIO or designated City representative
Routine scheduling confirmation	At least two business days before assignment when notice permits	Date, location, arrival time, coverage window, contact, and priorities confirmed
Day-of check-in	Upon arrival	Photographer checks in with the designated onsite City representative
Issue escalation	Immediately when material	Phone and email notification regarding safety, access, weather, schedule, or deliverable risks
Standard gallery delivery	Normally within three business days; guaranteed within five business days	Secure downloadable link with non-expiring access
Correction request response	Within one business day	Confirm requested adjustment and provide a completion schedule

Scheduling and Staffing Plan

- All assignments entered into a shared company calendar with contact information, venue details, scope, assigned staff, and delivery deadline.
- Concurrent events evaluated at intake and staffed with additional Bakers Man personnel when requested or necessary.
- Weekend, evening, holiday, and extended-duration event capability supported through advance scheduling and cross-trained personnel.
- Short-notice assignments handled through a direct escalation process to David Kartsonis and available backup staff.

Insurance and Licensing

Bakers Man acknowledges the City's insurance, endorsement, workers' compensation, automobile liability, professional liability, and licensing requirements. Before commencing services, Bakers Man will coordinate with its insurance broker, provide required certificates and endorsements, and obtain a City of Carson business license.

Deliverables, Editing, and Digital Asset Management

Professional-quality files organized for immediate use and long-term retrieval

Standard Deliverables

- Professionally selected and edited image set representing the assigned event, program, meeting, or subject.
- High-resolution JPEG files suitable for print, web, reports, social media, marketing, and archival use.
- Consistent exposure and color correction, cropping, rotation, lens correction, and ordinary image cleanup included in the standard photography rate.
- Reasonable alternate crops or exports when requested and readily produced from the delivered images.
- Non-expiring downloadable gallery or equivalent secure transfer method.
- Perpetual City usage rights and delivery consistent with the ownership provisions of the final City contract.

Corrections and Acceptance

Bakers Man will promptly address reasonable City requests involving missed exports, file labeling, color consistency, cropping, or other corrections necessary to meet the agreed scope. Work determined to be incomplete or noncompliant will be corrected without additional charge.

Subcontractor List

Not applicable to this project - all anticipated staff are full time Bakers Man employees.

If a future assignment requires a specialty service outside the disclosed team, Bakers Man will obtain advance written City approval before using any subcontractor and will ensure compliance with all insurance and contractual requirements.

EVENT LIST

244-90-950-709-6004

#	Event	Event #	Date
1	4th of July Celebration	EVENT23100	7/4/2026
2	FamFest	EVENT23176	8/22/2026
3	Country Western Fair	EVENT23109	9/18/2026
4	Jazz Festival	EVENT23114	10/3/2026
5	Winterfest	EVENT23157	12/4/2026
6	Cinco de Mayo	EVENT23108	5/1/2027
7	Philippine Independence Day	EVENT23111	6/5/2027
8	Juneteenth	EVENT23115	6/12/2027
9	Samoan Heritage Day	EVENT23173	6/26/2027
10	State of the City	EVENT23102	3/18/2027

Recreation: 101-90-950-709-6004

#	Event	Event #	Date
1	Samoan Flag Day	EVENT23119.GFEVENT	8/1/2026
2	Clean N'Green	EVENT23189.GFEVENT	8/1/2026
3	Fabela Chavez Boxing Dinner Show	EVENT23129.GFEVENT	8/29/2026
4	Halloween Carnival	EVENT23112.GFEVENT	10/31/2026
5	Veterans Day	EVENT23124.GFEVENT	11/11/2026
6	Black History Month	EVENT23141.GFEVENT	2/26/2027
7	Nate Riddick Volunteer Recognition Banquet	EVENT23125.GFEVENT	3/19/2027
8	United Farmworkers Dignity Day	EVENT23104.GFEVENT	3/26/2027
9	Earth Day/Kid's Fest	EVENT23105.GFEVENT	4/10/2027
10	Memorial Day Tribute	EVENT23117.GFEVENT	5/27/2027

11	Youth Conference	EVENT30001.GFEVENT	5/28/2027
12	LA28 Day of Sport	EVENT23187.GFEVENT	6/23/2027
13	ECE Graduation	—	June
14	Community Basketball	—	December

Human Services: 101-90-960-709-6004

#	Event	Event #	Date
1	Cajun & Blues White Linen Festival	EVENT23165.GFEVENT	7/25/2026
2	Mariachi Fiesta/Hispanic Heritage	EVENT23113.GFEVENT	9/11/2026
3	Filipino-American History Month	EVENT23167.GFEVENT	
4	Women's Health Conference	EVENT23127.GFEVENT	10/16/2026
5	Tree Lighting	EVENT23107.GFEVENT	12/3/2026
6	Martin Luther King, Jr. Tribute to	EVENT23142.GFEVENT	1/8/2027

7	Autism Awareness 5K	EVENT23134.GFEVENT	4/3/2027
8	Mental Health Resource Forum (Virtual)	EVENT23178.GFEVENT	
9	Senior Rec Luncheons	—	Various
10	TR Dinner Dance	—	TBD
11	Stroke Center	—	TBD

PIO: 101-50-505-709-6004

#	Event	Event #	Date
1	9/11 Heroes Day	EVENT23177	9/11/2026
2	Red Ribbon Week	EVENT38006.GFEVENT	10/23-10/31/26
3	Time Capsule/Sculpture Dedication	EVENT23169	11/19/2026
4	Why I Like Carson	EVENT23126	4/28/2027

5	Council Meetings		Various
6	Special City Council Meetings	—	Various
7	City Press Conference	—	Various

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF CARSON

and

CLIVABETH PHOTOGRAPHY, LLC

AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF CARSON AND
CLIVABETH PHOTOGRAPHY, LLC

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this ____ day of _____, 202__ by and between the CITY OF CARSON, a California municipal corporation ("City") and CLIVABETH PHOTOGRAPHY, LLC, a California limited liability company ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

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

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

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

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

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

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

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

1.2 Consultant's Proposal.

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

1.3 Compliance with Law.

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

1.4 Licenses, Permits, Fees and Assessments.

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

1.5 Familiarity with Work.

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

1.6 Care of Work.

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

1.7 Further Responsibilities of Parties.

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

1.8 Additional Services.

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

1.9 Special Requirements.

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **Two Hundred Eighty Thousand Dollars and Zero Cents ($280,000.00)** (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

2.2 Method of Compensation.

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

2.3 Reimbursable Expenses.

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

2.4 Invoices.

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

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

2.5 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 Schedule of Performance.

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

3.3 Force Majeure.

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

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding five (5) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

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

Elizabeth Dantus	Owner
(Name)	(Title)

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

4.4 Independent Consultant.

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

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

4.5 Prohibition Against Subcontracting or Assignment.

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

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

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

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

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

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

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

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

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

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

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

5.2 General Insurance Requirements.

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

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

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

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

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

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

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

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

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

5.3 Indemnification.

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

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

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

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

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

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

5.4 Sufficiency of Insurer.

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

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

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

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

6.2 Reports.

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

6.3 Ownership of Documents.

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

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

6.4 Confidentiality and Release of Information.

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

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

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

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

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

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

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

7.2 Disputes; Default.

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

7.3 Retention of Funds.

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

7.4 Waiver.

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

7.5 Rights and Remedies are Cumulative.

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

7.6 Legal Action.

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

7.7 Termination Prior to Expiration of Term.

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

7.8 Termination for Default of Consultant.

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

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

7.9 Attorneys' Fees.

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

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

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

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

8.3 Covenant Against Discrimination.

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

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

8.4 Unauthorized Aliens.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

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

9.2 Interpretation.

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

9.3 Counterparts.

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

9.4 Integration; Amendment.

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

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

9.5 Severability.

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

9.6 Warranty & Representation of Non-Collusion.

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

Consultant's Authorized Initials _____

9.7 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF CARSON, a municipal corporation

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
[pks; rjl]

CONSULTANT:

CLIVABETH PHOTOGRAPHY, LLC, a California limited liability company

By:_____
Name: Elizabeth Dantus
Title:

By:_____
Name: Clivins Dantus
Title:

Address: 17410 Sudbury Court
Carson, CA 90746

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"
SCOPE OF SERVICES

I. Consultant will perform the following photography Services on an on-call basis for the following categories of work:

A. Photography services for City events and/or programs, as may be requested/approved pursuant to Section II of this Exhibit "A." Services may include, and Consultant shall be available to provide, a full range of professional photography services, including but not limited to portrait photographs, photographs for brochures, website photographs, marketing photographs, and quarterly report photographs, for requested City events and/or programs. The nature of the photography will vary from event to event, so the Contract Officer may instruct Consultant as to the general nature of the photographs that will be needed for each requested event or program. Consultant shall attend City events for the duration of time set forth in the approved Task Proposal pursuant to Section II of this Exhibit "A," subject to a one-hour minimum.

1. **City-Sponsored Special Events**: Consultant shall provide partial-event or full-event photography coverage, as directed by the City, for City-sponsored special events identified in Exhibit A-1, attached hereto and incorporated herein by this reference, and for other City-sponsored special events authorized by the City. The City shall identify the anticipated coverage period, minimum required coverage hours, priority activities, and other assignment-specific requirements.

2. **City Programs, Activities, and Community Initiatives**: Consultant shall provide photography services for City programs, activities, and community initiatives, as requested by the City.

3. **City Council Meetings**: Consultant shall provide photography services for City Council meetings, generally held on alternating Tuesdays beginning at 5:00 p.m. at Carson City Hall, or at such other date, time, or location as the City may specify. Unless otherwise directed by the City in writing, Consultant shall provide not less than two (2) hours of photography coverage for each assigned City Council meeting.

4. **On-Call and Short-Notice Assignments**. Consultant shall provide photography services for unscheduled, short-notice, or emerging assignments, including, without limitation, press conferences, emergency-response events, public-information announcements, community-outreach activities, or special City needs. The City anticipates approximately five (5) to fifteen (15) press conferences annually; however, this estimate is for planning purposes only and does not guarantee any quantity of Services.

B. Provide culling and editing of all photographs taken from each event/program at no additional cost, except as otherwise provided in Exhibit "C." Prepare downloadable

links with no expiration date containing all photographs taken from each City event/program at which services are provided, within five (5) business days of the event/program date, as more particularly detailed in Section III of this Exhibit "A." This includes a perpetual usage license for the City to use in any manner all of the images provided, including all proofs unless watermarked to limit use of the proof to City's review for editing purposes before the final photograph is provided.

C. Consultant, at no additional cost except as provided in Exhibit "C," must provide all materials and equipment and set them up in the location requested by the Contract Officer or other designated City staff member present upon arrival of Consultant's personnel at the event/program. Consultant will also pay for any permits, licenses, and fees at Consultant's own expense including, but not limited to, labor, materials, and equipment necessary to complete the work.

D. If, after a task proposal is approved pursuant to Section II of this Exhibit A, Consultant cannot provide the approved services due to sudden illness or medical emergency of Consultant's photographer(s), then Consultant shall notify the City in writing immediately upon learning of the inability to perform, and in no event later than 24 hours prior to the time of the event to afford the City with the opportunity to obtain a different on-call vendor to perform the photography services if Consultant becomes aware of the inability to perform at that time. Whether Consultant notifies City of the cancellation as required by this paragraph or not, City shall not be obligated to pay Consultant for the cancelled task, but if Consultant fails to provide the required notice, such failure shall constitute a default under this Agreement.

E. Consultant shall be familiar with all City elected officials and dignitaries attending the events from the local to federal level. Consultant must be able to visually recognize an elected official and/or dignitary at any City event and take photographs of said elected official and/or dignitary. Should the City desire to obtain a specific photograph, the City shall provide relevant information to the Consultant regarding the desired shot on the day of the City event, if not sooner.

F. Consultant shall use the utmost care and utilize reliable equipment throughout capturing photographs including instruments needed to backup, process, store, and transport recorded and/or photographic material. If any photographed and/or recorded equipment is lost, stolen, damaged, or destroyed for any reason, Consultant shall refund all monies received in association with the lost, stolen, damaged, or destroyed material, and shall not charge the City for such services. If a part of the material is lost, stolen, damaged, or destroyed for any reason, then a refund to the City shall be calculated pro-rata based on the images captured by Consultant.

G. **Content Intent and Photo Composition Expectations:** Photographers are expected to capture the full essence of City programs and functions. The performance standard for event photography composition is structured as follows:

1. Community & Engagement Images (Approximately 85%): Capturing attendees, activities, entertainment, vendor participation, and overall event experiences. These high-quality images will be primarily utilized for printed publications, marketing materials, annual reports, website content, and general promotional purposes.

2. Ceremonial & Archival Images (Approximately 15%): Capturing City officials, presentations, recognitions, and ceremonial elements primarily intended for historical and archival purposes.

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

A. Each task shall be indicated by a written request ("Task Order") produced by the Contract Officer with a description of the work to be performed, and the time desired for completion. All tasks shall be carried out in conformity with all provisions of this Agreement. Consultant requires (i) a minimum of one hour of in-person attendance per approved task request, and (ii) two weeks' notice between the initial task request and the date of services for any events that last longer than two hours and require a full photo gallery within 48 hours.

B. Upon receipt of a Task Order, Consultant must promptly prepare a written description of the requested tasks including all components and subtasks; the compensation to perform the task, using the itemized fees/rates in Section III of Exhibit "C" ("Task Budget"); an explanation of how the compensation was determined; and, a schedule for completion of the task ("Task Completion Date"); which shall all collectively be referred to as the "Task Proposal."

C. Contract Officer shall in writing approve, modify, or reject the Task Proposal, and may issue a Notice to Proceed.

D. The task shall be performed at a cost not to exceed the Task Budget.

E. Consultant shall complete the task and deliver all deliverables to Contract Officer by the Task Completion Date.

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

A. Online galleries of proofs and, after any requested editing, final photographs following each event and/or program at which services are provided; a minimum of one gallery shall be provided per event, and each gallery shall include the minimum number of photographs specified in the approved task proposal, or if no minimum is specified, then each gallery shall include no less than a reasonable number of photographs. Consultant will provide City with photographic digital file sharing through a secure FTP website that is password protected, and then needing a secure pin (which Consultant will provide to the Contract Officer) to download images; through the secure website, City will be able to download original raw files,

high resolution, and/or low resolution (web size and for social media). City shall receive downloadable links with no expiration date taken from each event/program within five (5) business days of the event/program date.

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

A. Consultant shall respond to City inquiries within two (2) business days unless otherwise directed by the City.

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

VI. Consultant will utilize the following personnel to accomplish the Services:

A. Elizabeth Dantus, Photographer

B. Clivins Dantus, Photographer

VII. For events up to and past 6 hours, a full course meal and a minimum 30-minute break is required. If no meal is provided, it is understood that Consultant's assigned photographer will leave the event for 30 minutes to take a meal break, provided Consultant or its assigned photographer shall provide reasonable advance notice to the Contract Officer of the time when a meal break will be needed.

EXHIBIT "A-1"
CITY OF CARSON EVENT LIST

Note: The event list and annual photography hours provided are estimates for informational and planning purposes only to assist proposers in understanding the anticipated scope of work. These estimates do not constitute a guarantee of work. Dates, times, event details, and service requirements are subject to change, and the City may modify, add, or remove events as operational needs dictate. The City of Carson reserves the right to increase or decrease services, including the number of events and total hours, throughout the term of the contract.

Event/Program Category	Annual Frequency (High-End Average)	Photography Duration (Per Event)	Total Annual Photography Hours
Regular City Council Meetings (Various Dates)	24	2 hours	48 hours
Special City Council Meetings (Various Dates)	15	2 hours	30 hours
City Press Conference (Various Dates)	8	2 hours	16 hours
Senior Rec Luncheons (Various Dates)	2	1 hour	2 hours
Tribute to Martin Luther King Jr. (January)	1	4 hours	4 hours
Black History Month (February)	1	3 hours	3 hours
Nate Riddick Volunteer Banquet (March)	1	5 hours	5 hours
United Farmworkers Dignity Day (March)	1	3 hours	3 hours
PIO Program: State of the City Address (April)	1	4 hours	4 hours
PIO Program: Red Ribbon Week (April)	1	4 hours	4 hours
Autism Acceptance 5K (April)	1	3 hours	3 hours
Earth Day/Kid's Fest (April)	1	3 hours	3 hours
PIO Program: "Why I Like Carson" Address (May)	1	4 hours	4 hours
Mental Health Forum (May)	1	3 hours	3 hours
Cinco de Mayo (May)	1	6 hours	6 hours
Memorial Day Tribute (May)	1	2 hours	2 hours

ECE Graduation (June)	1	1 hour	1 hour
Philippine Independence Day (June)	1	11 hours	11 hours
Juneteenth Celebration (June)	1	7 hours	7 hours
LA28 Sport Day (June)	1	7 hours	7 hours
4th of July Drone Show (July)	1	2 hours	2 hours
Samoan Heritage Festival (July)	1	7 hours	7 hours
Cajun & Blues White Linen Affair (August)	1	4 hours	4 hours
Clean and Green (August)	1	4 hours	4 hours
Famfest (August)	1	4 hours	4 hours
Boxing Dinner Show (August)	1	3 hours	3 hours
PIO Program: Heroes Day / 9/11 Tribute (September)	1	4 hours	4 hours
Mariachi Festival (September)	1	4 hours	4 hours
Country Western Fair (September)	1	3 hours	3 hours
Filipino American History Month (October)	1	5 hours	5 hours
Jazz Festival (October)	1	5 hours	5 hours
Women's Health Conference (October)	1	9 hours	9 hours
Halloween Carnival (October)	1	3 hours	3 hours
Veterans Day (November)	1	3 hours	3 hours
Tree Lighting Ceremony (December)	1	2 hours	2 hours
Winterfest (December)	1	3 hours	3 hours
Community Basketball (December)	1	5 hours	5 hours
TR Dinner Dance (TBD)	1	1 hour	1 hour
Stroke Center	1	1 hour	1 hour
Reunion (TBD)			
Intergenerational Program Culmination (TBD)	1	1 hour	1 hour
Senior Information Fair (TBD)	2	1 hour	2 hours
Youth Conference (TBD)	1	2 hours	2 hours
Total Estimated Annual Photography Hours (Approx.)			240 hours

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

I. A new Section 3.5 (Failure to Perform) is hereby added to the Agreement to read as follows:

"3.5 Failure to Perform.

Subject to Section 1.2, due to the limited and subjective nature of the events, Consultant cannot be held responsible for: (i) requested photographs not taken or missed; lack of coverage resulting from weather conditions, or schedule complications caused by but not limited to, anyone in or at the event, or by the venue or location restrictions; (ii) lost photo opportunities due to the other cameras or flashes or the lateness of the clients or other principals; or (iii) lack of coverage due to weather conditions, scheduling complications due to lateness of City or third party individuals, rules and restrictions of venue, or the rendering of decorations of the location. It is acknowledged that any lists submitted to Consultant will be used for organizational purposes only and in no way represents photography that will actually be produced. Subject to Section 1.2, Consultant will do its best to fulfill all Contract Officer requests but can make no guarantees all images will be delivered."

II. Section 5.3 (Indemnification) of the Agreement is hereby renamed (Indemnification and IP Representations) and amended to read in its entirety as follows:

"5.3 Indemnification ***and IP Representations***.

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.

Consultant represents and warrants to the City that the City's use, reproduction and/or dissemination of the Work Product (as defined in Section 6.5) or any portion thereof will not infringe upon nor violate any third party intellectual property rights (e.g., copyrights, trademarks, etc.). Consultant agrees to indemnify, defend and hold harmless the City and its officers, agents and employees from and against any and all claims and liabilities that may arise from or relate to any breach of said representation or warranty or City's use, reproduction or dissemination of the Work Product or portion thereof. Moreover, Consultant shall not use copyrighted songs or music of any kind as soundtracks for the Work Product without the City and/or Consultant having first secured any license(s) required to include such songs or music. Any failure of Consultant to adhere to this requirement will be subject to the indemnification, defense and hold harmless protections in this paragraph."

III. A new Section 6.5 (Intellectual Property and Assignment of Rights) is hereby added to the Agreement to read in its entirety as follows:

"6.5 Intellectual Property and Assignment of Rights.

(a) As part of the Services to be furnished by Consultant, Consultant shall produce, create, or otherwise develop work product, including but not limited to, photographs, all editable work files, and all intellectual property that make the work product original ("Work Product"). Consultant hereby irrevocably assigns, conveys and transfers to City any and all of Consultant's rights, title and interest to the Work Product and all components and parts that comprise the Work Product, along with the right to create derivative works, exclusively, in perpetuity, and worldwide, including all rights to enforce the same, including but not limited to, the right to sue and recover any sums now or hereafter due or payable with respect to any of the Work Product. Without limiting the generality of the foregoing, City shall have the right to use, share, release, and

reproduce the Work Product or any portion thereof in any manner whatsoever, in the City's sole discretion, without Consultant's consent and without further compensation to Consultant or to any other party.

(b) At the cost and expense of Consultant, Consultant shall execute documents and take steps as City may require, to enable City to acquire, perfect, protect, and enforce City's rights in and to the Work Product.

(c) Consultant hereby waives any and all moral rights, including, without limitation, rights of attribution, integrity, and disclosure, in connection with the Work Product, together with all claims for damages and other remedies asserted on the basis of moral rights. Additionally, Consultant hereby assigns, transfers, and conveys to City any and all such moral rights.

(d) Consultant may use the Work Product for the limited purposes of illustrating and providing samples of Consultant's work and to promote its work. In doing so, Consultant shall take all actions reasonably necessary to protect the confidentiality of the Work Product to prevent the possibility of unauthorized use or copying of the Work Product."

IV. A new Section 6.6 (Photo Consent and Release) is hereby added to the Agreement to read in its entirety as follows:

"6.6 Photo Consent and Release. The Parties hereto acknowledge that Consultant may photograph various members of the public or City employees and officials ("Individuals") and include them as part of the Work Product. In such event, where City intends to use the Work Product that contains the image or likeness of reasonably identifiable Individuals for commercial purposes under Civil Code §3344(a), Consultant shall obtain and require such Individuals to sign a photo consent and waiver and release form and where minors are filmed the form shall be signed by a parent or legal guardian ("Release"), through which the Individuals shall consent to be photographed for incorporation into the Work Product, and waive and release both City and Consultant from all liability associated with use of their image or likeness as part of the Work Product. Such consent and waiver and releases shall be substantially in the form attached hereto and incorporated herein by this reference as Exhibit "E" and Exhibit "F." Where Civil Code §3344(a) is invoked, City shall advise Consultant in advance; however, City anticipates there will be no circumstances under which City will have occasion to use the Work Product for commercial gain under Civil Code §3344(a)."

EXHIBIT "C"
SCHEDULE OF COMPENSATION

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

Item No.	Description	Unit	Estimated Quantity (Evaluation Only)	Unit Price	Extended Price
1	Standard Photography Services	Hour	100	$ 295	$ 29,500
2	Half-Day Photography (Up to 4 Hours)	Each	10	$ 1,180	$ 11,800
3	Full-Day Photography (Up to 8 Hours)	Each	5	$ 2,065	$ 10,325
4	Overtime Photography (Over 8 Hours)	Hour	20	$ 295	$ 5,900
5	Rush Response (Less than 48 Hours' Notice)	Hour	10	$ 300	$ 3,000
6	Weekend/Holiday Rate (if applicable)	Hour	20	$ 295	$ 5,900
7	Additional Editing/Retouching (if requested by City)	Hour	10	$ 25	$ 250
8	Drone Photography (Optional)	Hour	5	$ 150	$ 750
9	Additional Photographer (if requested)	Hour / Per photographer	20	$ 100	$ 2,000

Additional Fees (Specify)

Item No.	Description	Unit	Estimated Quantity (Evaluation Only)	Unit Price	Extended Price
1	Vertical B-roll Video (unedited & only as add-on)	Hour	100	$ 50	$ 5,000
2	Studio Travel Fee For Corporate Headshots	Each	5	$ 175	$ 875
3	Rush Full Gallery delivery (within 8 hours)	Each	2	$ 295	$ 590
4	5x7 Photo Prints (additional product list attached)	Print	500	$ 5	$ 2,500

By signing below, I certify that I am an authorized representative of the company listed below

A. **Billing:** Services shall be billed in 15-minute increments (0.25-hour intervals) to ensure accurate and transparent invoicing. Additional photographers are billed at the applicable hourly rate.

Clivabeth Photography- Photo Print Guide for the City of Carson (custom sizes available)

Product Name	Product Type	Quantity	Retail Price	Product Description
8 Wallets	Print Product	1	8.00	**Every Printed Image goes through additional advance editing to ensure your print stands out, including custom designed borders as requested. Bring your photos to life on the finest-quality paper designed to be enjoyed for a lifetime. Printed on Kodak or Fuji professional-grade archival paper for increased color gamut, excellent skin tones, sharpness and brilliant image quality.**
3.5x5	Print Product	2	7.00	
4x5	Print Product	1	7.00	
4x6	Print Product	1	7.00	
5x5	Print Product	1	7.00	
5x7	Print Product	1	7.00	
8x8	Print Product	1	13.00	
8x10	Print Product	1	15.00	
8x12	Print Product	1	15.00	
10x10	Print Product	1	20.00	
10x13	Print Product	1	25.00	
10x20	Print Product	1	25.00	
10x30	Print Product	1	30.00	
11x14	Print Product	1	30.00	
12x12	Print Product	1	30.00	
12x18	Print Product	1	35.00	
16x20	Print Product	1	50.00	
16x24	Print Product	1	55.00	

Product Name	Product Type	Quantity	Retail Price	Product Description
11x17 Poster	Print Product	1	25.00	Our Press Printed Posters are ideal for displaying team pictures or your favorite individual with a themed background! • 11" x 17" • Heavy smooth card stock
Traditional Plaque 5x7	Wall Art	1	40.00	Showcase your favorite image on this framed plaque. Set your child's photo apart with a black gloss frame for a classic appeal. • 5" × 7" frame size • Ready to hang backing
Traditional Plaque 8x10	Wall Art	1	50.00	Showcase your favorite image or team picture on this framed plaque. • 8" × 10" frame size • Ready to hang backing
Standout 8x8	Wall Art	1	65.00	A contemporary wall display option with clean, paneled edges and pre-made holes for easy hanging. Sleek and slightly textured, it is a beautiful and lightweight option for showcasing large prints.
Standout 8x10	Wall Art	1	74.00	A contemporary wall display option with clean, paneled edges and pre-made holes for easy hanging. Sleek and slightly textured, it is a beautiful and lightweight option for showcasing large prints.
Standout 8x12	Wall Art	1	85.00	A contemporary wall display option with clean, paneled edges and pre-made holes for easy hanging. Sleek and slightly textured, it is a beautiful and lightweight option for showcasing large prints.
Standout 10x10	Wall Art	1	95.00	A contemporary wall display option with clean, paneled edges and pre-made holes for easy hanging. Sleek and slightly textured, it is a beautiful and lightweight option for showcasing large prints.
Standout 11x14	Wall Art	1	115.00	A contemporary wall display option with clean, paneled edges and pre-made holes for easy hanging. Sleek and slightly textured, it is a beautiful and lightweight option for showcasing large prints.
Standout 16x20	Wall Art	1	195.00	A contemporary wall display option with clean, paneled edges and pre-made holes for easy hanging. Sleek and slightly textured, it is a beautiful and lightweight option for showcasing large prints.

Product Name	Product Type	Quantity	Retail Price	Product Description
Standout 16x20	Wall Art	1	195.00	A contemporary wall display option with clean, paneled edges and pre-made holes for easy hanging. Sleek and slightly textured, it is a beautiful and lightweight option for showcasing large prints.
Standout 16x24	Wall Art	1	220.00	A contemporary wall display option with clean, paneled edges and pre-made holes for easy hanging. Sleek and slightly textured, it is a beautiful and lightweight option for showcasing large prints.
Standout 20x20	Wall Art	1	225.00	A contemporary wall display option with clean, paneled edges and pre-made holes for easy hanging. Sleek and slightly textured, it is a beautiful and lightweight option for showcasing large prints.
Standout 20x24	Wall Art	1	235.00	A contemporary wall display option with clean, paneled edges and pre-made holes for easy hanging. Sleek and slightly textured, it is a beautiful and lightweight option for showcasing large prints.
Standout 20x30	Wall Art	1	275.00	A contemporary wall display option with clean, paneled edges and pre-made holes for easy hanging. Sleek and slightly textured, it is a beautiful and lightweight option for showcasing large prints.
Standout 24x36	Wall Art	1	325.00	A contemporary wall display option with clean, paneled edges and pre-made holes for easy hanging. Sleek and slightly textured, it is a beautiful and lightweight option for showcasing large prints.
Wood Frame 8x8	Wall Art	1	65.00	Made from solid wood and available in several rich finishes. The grain of the wood is visible on each finish for a rustic appearance that feels right at home in any space. Frame: Maple, Walnut, Black Rustic, White Rustic, Espresso Rustic. Choose No Mat, white mat, Black mat.
Wood Frame 8x10	Wall Art	1	75.00	Made from solid wood and available in several rich finishes. The grain of the wood is visible on each finish for a rustic appearance that feels right at home in any space. Frame: Maple, Walnut, Black Rustic, White Rustic, Espresso Rustic. Choose No Mat, white mat, Black mat.
Wood Frame 8x12	Wall Art	1	85.00	Made from solid wood and available in several rich finishes. The grain of the wood is visible on each finish for a rustic appearance that feels right at home in any space. Frame: Maple, Walnut, Black Rustic, White Rustic, Espresso Rustic. Choose No Mat, white mat, Black mat.

Product Name	Product Type	Quantity	Retail Price	Product Description
Wood Frame 10x10	Wall Art	1	95.00	Made from solid wood and available in several rich finishes. The grain of the wood is visible on each finish for a rustic appearance that feels right at home in any space. Frame: Maple, Walnut, Black Rustic, White Rustic, Espresso Rustic. Choose No Mat, white mat, Black mat.
Wood Frame 11x14	Wall Art	1	115.00	Made from solid wood and available in several rich finishes. The grain of the wood is visible on each finish for a rustic appearance that feels right at home in any space. Frame: Maple, Walnut, Black Rustic, White Rustic, Espresso Rustic. Choose No Mat, white mat, Black mat.
Wood Frame 16x20	Wall Art	1	195.00	Made from solid wood and available in several rich finishes. The grain of the wood is visible on each finish for a rustic appearance that feels right at home in any space. Frame: Maple, Walnut, Black Rustic, White Rustic, Espresso Rustic. Choose No Mat, white mat, Black mat.
Wood Frame 16x20	Wall Art	1	195.00	Made from solid wood and available in several rich finishes. The grain of the wood is visible on each finish for a rustic appearance that feels right at home in any space. Frame: Maple, Walnut, Black Rustic, White Rustic, Espresso Rustic. Choose No Mat, white mat, Black mat.
Wood Frame 16x24	Wall Art	1	220.00	Made from solid wood and available in several rich finishes. The grain of the wood is visible on each finish for a rustic appearance that feels right at home in any space. Frame: Maple, Walnut, Black Rustic, White Rustic, Espresso Rustic. Choose No Mat, white mat, Black mat.
Wood Frame 20x20	Wall Art	1	225.00	Made from solid wood and available in several rich finishes. The grain of the wood is visible on each finish for a rustic appearance that feels right at home in any space. Frame: Maple, Walnut, Black Rustic, White Rustic, Espresso Rustic. Choose No Mat, white mat, Black mat.
Wood Frame 20x24	Wall Art	1	235.00	Made from solid wood and available in several rich finishes. The grain of the wood is visible on each finish for a rustic appearance that feels right at home in any space. Frame: Maple, Walnut, Black Rustic, White Rustic, Espresso Rustic. Choose No Mat, white mat, Black mat.
Wood Frame 20x30	Wall Art	1	275.00	Made from solid wood and available in several rich finishes. The grain of the wood is visible on each finish for a rustic appearance that feels right at home in any space. Frame: Maple, Walnut, Black Rustic, White Rustic, Espresso Rustic. Choose No Mat, white mat, Black mat.

Product Name	Product Type	Quantity	Retail Price	Product Description
Wood Frame 24x36	Wall Art	1	325.00	Made from solid wood and available in several rich finishes. The grain of the wood is visible on each finish for a rustic appearance that feels right at home in any space. Frame: Maple, Walnut, Black Rustic, White Rustic, Espresso Rustic. Choose No Mat, white mat, Black mat.
Acrylic Print 16x24	Wall Art	1	430.00	Give your photos a modern and sleek look with Acrylic Prints. These prints on premium acrylic glass offer incredible image sharpness and detail with radiant colors.
Acrylic Print 20x24	Wall Art	1	480.00	Give your photos a modern and sleek look with Acrylic Prints. These prints on premium acrylic glass offer incredible image sharpness and detail with radiant colors.
Acrylic Print 20x30	Wall Art	1	550.00	Give your photos a modern and sleek look with Acrylic Prints. These prints on premium acrylic glass offer incredible image sharpness and detail with radiant colors.
Acrylic Print 24x36	Wall Art	1	700.00	Give your photos a modern and sleek look with Acrylic Prints. These prints on premium acrylic glass offer incredible image sharpness and detail with radiant colors.
Acrylic Print 30x30	Wall Art	1	870.00	Give your photos a modern and sleek look with Acrylic Prints. These prints on premium acrylic glass offer incredible image sharpness and detail with radiant colors.
Acrylic Print 24x48	Wall Art	1	1000.00	Give your photos a modern and sleek look with Acrylic Prints. These prints on premium acrylic glass offer incredible image sharpness and detail with radiant colors.
Acrylic Print 30x40	Wall Art	1	1200.00	Give your photos a modern and sleek look with Acrylic Prints. These prints on premium acrylic glass offer incredible image sharpness and detail with radiant colors.
Gallery Canvas 8x10	Wall Art	1	150.00	Hand-crafted canvases are designed to turn any photo into a beautiful piece of art. Printed on premium fine art canvas, Canvas Prints are a contemporary way to showcase your images.
Gallery Canvas 11x14	Wall Art	1	175.00	Hand-crafted canvases are designed to turn any photo into a beautiful piece of art. Printed on premium fine art canvas, Canvas Prints are a contemporary way to showcase your images.

Product Name	Product Type	Quantity	Retail Price	Product Description
Gallery Canvas 16x16	Wall Art	1	190.00	Hand-crafted canvases are designed to turn any photo into a beautiful piece of art. Printed on premium fine art canvas, Canvas Prints are a contemporary way to showcase your images.
Gallery Canvas 16x20	Wall Art	1	200.00	Hand-crafted canvases are designed to turn any photo into a beautiful piece of art. Printed on premium fine art canvas, Canvas Prints are a contemporary way to showcase your images.
Gallery Canvas 16x24	Wall Art	1	220.00	Hand-crafted canvases are designed to turn any photo into a beautiful piece of art. Printed on premium fine art canvas, Canvas Prints are a contemporary way to showcase your images.
Gallery Canvas 20x30	Wall Art	1	290.00	Hand-crafted canvases are designed to turn any photo into a beautiful piece of art. Printed on premium fine art canvas, Canvas Prints are a contemporary way to showcase your images.
Gallery Canvas 24x36	Wall Art	1	380.00	Hand-crafted canvases are designed to turn any photo into a beautiful piece of art. Printed on premium fine art canvas, Canvas Prints are a contemporary way to showcase your images.
Gallery Canvas 24x36	Wall Art	1	500.00	Hand-crafted canvases are designed to turn any photo into a beautiful piece of art. Printed on premium fine art canvas, Canvas Prints are a contemporary way to showcase your images.

II. After each Gallery is published, Consultant is available for additional reasonable requests or revisions such as removal of images for discretion at the request of the Contract Officer.

III. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub-budget to another so long as the

Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.8.

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

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

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

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

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

V. The total compensation for the Services shall not exceed $280,000.00 over the five-year Term, as provided in Section 2.1 of this Agreement.

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

I. Consultant shall perform all services timely in accordance with the applicable approved task proposal and completed by the applicable Task Completion Date per Section II of Exhibit A.

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

EXHIBIT "E"

PHOTO CONSENT AND RELEASE

Effective as of the date shown below, approval for past use and permission for present and future use is being granted to Clivabeth Photography, LLC having the address 17410 Sudbury Court, Carson, CA 90746, to use pictures of the undersigned, as more fully explained in this Photo Consent and Release. The undersigned is an adult and fully authorized to sign this Photo Consent and Release.

The undersigned hereby grants to Clivabeth Photography, LLC, its agents, employees, licensees, and successors in interest (collectively, the "Released Party") all ownership rights and the absolute and irrevocable right and permission to copyright, use, distribute, and publish the recorded image of the undersigned (the "Image") that has been (or is being) obtained pursuant to this Photo Consent and Release. Without limiting the generality of the foregoing, the undersigned hereby grants the City of Carson, California ("City"), consent to use and broadcast the Image for City use including for the purpose of placing on City's YouTube channels, social medial platforms, and general marketing purposes.

The Image may be copyrighted, used and/or published individually or in conjunction with other photography, video works, and recordings, and in any medium (including without limitation, print publications, public broadcast, DVD/CD-ROM format) and for any lawful purpose, including without limitation, trade, exhibition, illustration, promotion, publicity, advertising and electronic publication.

The undersigned represents and warrants that (i) no other party has been granted exclusive rights with respect to the Image, and (ii) no other party's authorization or consent is required with respect to the permission granted to the Released Party and City under this Photo Consent and Release.

The undersigned waives any right that the undersigned may have to inspect or approve the Released Party's use of the Image, or the advertising copy or printed matter that may be used in connection with the use and/or publication of the Image. The undersigned releases and holds harmless the Released Party (and all persons acting under its permission or authority), the City, its elected and appointed officers, employees and agents, from all claims for libel, slander, invasion of privacy, infringement of copyright or right of publicity, or any other claim related to the Image which I, my heirs, representatives, executors, administrators or any other persons acting on my behalf or on behalf of my estate have or may have (collectively, "Claims"). This release includes without limitation any Claims related to blurring, distortion, alteration, optical illusion, digital alteration, use in composite form, whether intentional or otherwise, or use of a fictitious name, that may occur or be produced in the processing or publication of the Image.

THE UNDERSIGNED WARRANTS THAT THE UNDERSIGNED HAS READ THIS PHOTO CONSENT AND RELEASE PRIOR TO THE SIGNING OF THIS DOCUMENT, THAT THE UNDERSIGNED UNDERSTANDS IT, AND THAT THE UNDERSIGNED FREELY ENTERS INTO THIS VIDEO CONSENT AND RELEASE.

Printed Name of Participant: _____

Participant Signature: _____ Date: _____, 2026

EXHIBIT "F"

PHOTO CONSENT AND RELEASE FOR MINORS

Effective as of the date shown below, approval for past use and permission for present and future use is being granted to Clivabeth Photography, LLC ("Photographer") having the address 17410 Sudbury Court, Carson, CA 90746, to use pictures of your child named below (the "Photographed Party") as more fully explained in this Photo Consent and Release. I warrant that I am the parent or legal guardian of the minor described below and have the full right and authority to grant this Photo Consent and Release on behalf of such minor.

The undersigned hereby grants to Photographer, its agents, employees, licensees, and successors in interest (collectively, the "Released Party") all ownership rights and the absolute and irrevocable right and permission to copyright, use, exhibit, publish, and distribute the recorded image(s) of your child named below (the "Image") that has/have been (or is being) obtained pursuant to this Photo Consent and Release. Without limiting the generality of the foregoing, the undersigned hereby grants the City of Carson, California ("City"), consent to the use of the Image for the purpose of placing on City's Youtube channels, City's website, social media platforms and general marking purposes.

The Image may be copyrighted, used and/or published individually or in conjunction with other photography, video works, and recordings, and in any medium (including without limitation, print publications, public broadcast, DVD/CD-ROM format) and for any lawful purpose, including without limitation, trade, exhibition, illustration, promotion, publicity, advertising and electronic publication.

The undersigned represents and warrants that (i) no other party has been granted exclusive rights with respect to the Image, and (ii) no other party's authorization or consent is required with respect to the permission granted to the Released Party and City under this Photo Consent and Release.

The undersigned waives any right that the undersigned may have to inspect or approve the Released Party's use of the Image, or the advertising copy or printed matter that may be used in connection with the use and/or publication of the Image. The undersigned releases and holds harmless the Released Party (and all persons acting under its permission or authority), the City, its elected and appointed officers, employees and agents, from all claims for libel, slander, invasion of privacy, infringement of copyright or right of publicity, or any other claim related to the Image which the Photographed Party, his/her heirs, representatives, executors, administrators or any other persons acting on his/her behalf or on behalf of his/her estate have or may have (collectively, "Claims"). This release includes without limitation any Claims related to blurring, distortion, alteration, optical illusion, digital alteration, use in composite form, whether intentional or otherwise, or use of a fictitious name, that may occur or be produced in the processing or publication of the Image.

THE UNDERSIGNED WARRANTS THAT THE UNDERSIGNED IS AN ADULT AND LEGAL GUARDIAN OF THE PHOTOGRAPHED PARTY AND HAS READ THIS PHOTO CONSENT AND RELEASE PRIOR TO THE SIGNING OF THIS DOCUMENT, THAT THE UNDERSIGNED UNDERSTANDS IT, AND THAT THE UNDERSIGNED FREELY ENTERS INTO THIS PHOTO CONSENT AND RELEASE.

Printed Name of Participant: _____

Printed Name of Parent/Guardian: _____

Parent/Guardian Signature: _____ Date: _____, 2026

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF CARSON

and

BAKERS MAN PRODUCTIONS, LLC

AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF CARSON AND
BAKERS MAN PRODUCTIONS, LLC

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this ____ day of _____, 2026 by and between the CITY OF CARSON, a California municipal corporation ("City") and BAKERS MAN PRODUCTIONS, LLC, a California limited liability company ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

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 **Seventy Thousand Dollars and Zero Cents ($70,000.00)** (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

2.2 Method of Compensation.

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

2.3 Reimbursable Expenses.

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

2.4 Invoices.

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

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

2.5 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 Schedule of Performance.

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

3.3 Force Majeure.

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

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding five (5) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

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

David Kartsonis	Director of Production and Technology
(Name)	(Title)

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

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

4.2 Status of Consultant.

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

4.3 Contract Officer.

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

4.4 Independent Consultant.

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

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

4.5 Prohibition Against Subcontracting or Assignment.

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

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

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

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

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

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

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

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

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

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

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

5.2 General Insurance Requirements.

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

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

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

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

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

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

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

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

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

5.3 Indemnification.

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

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

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

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

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

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

5.4 Sufficiency of Insurer.

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

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

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

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

6.2 Reports.

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

6.3 Ownership of Documents.

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

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

6.4 Confidentiality and Release of Information.

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

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

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

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

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

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

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

7.2 Disputes; Default.

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

7.3 Retention of Funds.

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

7.4 Waiver.

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

7.5 Rights and Remedies are Cumulative.

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

7.6 Legal Action.

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

7.7 Termination Prior to Expiration of Term.

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

7.8 Termination for Default of Consultant.

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

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

7.9 Attorneys' Fees.

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

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

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

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

8.3 Covenant Against Discrimination.

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

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

8.4 Unauthorized Aliens.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

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

9.2 Interpretation.

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

9.3 Counterparts.

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

9.4 Integration; Amendment.

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

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

9.5 Severability.

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

9.6 Warranty & Representation of Non-Collusion.

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

Consultant's Authorized Initials _____

9.7 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF CARSON, a municipal corporation

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
[pks; rjl]

CONSULTANT:

BAKERS MAN PRODUCTION, LLC, a California limited liability company

By:_____
Name:
Title:

By:_____
Name:
Title:
Address:3904 Del Amo Blvd., Ste 803
Torrance, CA 90503

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"
SCOPE OF SERVICES

I. Consultant will perform the following photography Services on an on-call basis for the following categories of work:

A. Photography services for City events and/or programs, as may be requested/approved pursuant to Section II of this Exhibit "A." Services may include, and Consultant shall be available to provide, a full range of professional photography services, including but not limited to portrait photographs, photographs for brochures, website photographs, marketing photographs, and quarterly report photographs, for requested City events and/or programs. The nature of the photography will vary from event to event, so the Contract Officer may instruct Consultant as to the general nature of the photographs that will be needed for each requested event or program. Consultant shall attend City events for the duration of time set forth in the approved Task Proposal pursuant to Section II of this Exhibit "A," subject to a one-hour minimum.

1. **City-Sponsored Special Events**: Consultant shall provide partial-event or full-event photography coverage, as directed by the City, for City-sponsored special events identified in Exhibit A-1, attached hereto and incorporated herein by this reference, and for other City-sponsored special events authorized by the City. The City shall identify the anticipated coverage period, minimum required coverage hours, priority activities, and other assignment-specific requirements.

2. **City Programs, Activities, and Community Initiatives**: Consultant shall provide photography services for City programs, activities, and community initiatives, as requested by the City.

3. **City Council Meetings**: Consultant shall provide photography services for City Council meetings, generally held on alternating Tuesdays beginning at 5:00 p.m. at Carson City Hall, or at such other date, time, or location as the City may specify. Unless otherwise directed by the City in writing, Consultant shall provide not less than two (2) hours of photography coverage for each assigned City Council meeting.

4. **On-Call and Short-Notice Assignments**. Consultant shall provide photography services for unscheduled, short-notice, or emerging assignments, including, without limitation, press conferences, emergency-response events, public-information announcements, community-outreach activities, or special City needs. The City anticipates approximately five (5) to fifteen (15) press conferences annually; however, this estimate is for planning purposes only and does not guarantee any quantity of Services.

B. Provide culling and editing of all photographs taken from each event/program at no additional cost, except as otherwise provided in Exhibit "C." Prepare downloadable

links with no expiration date containing all photographs taken from each City event/program at which services are provided, within five (5) business days of the event/program date, as more particularly detailed in Section III of this Exhibit "A." This includes a perpetual usage license for the City to use in any manner all of the images provided, including all proofs unless watermarked to limit use of the proof to City's review for editing purposes before the final photograph is provided.

C. Consultant, at no additional cost except as provided in Exhibit "C," must provide all materials and equipment and set them up in the location requested by the Contract Officer or other designated City staff member present upon arrival of Consultant's personnel at the event/program. Consultant will also pay for any permits, licenses, and fees at Consultant's own expense including, but not limited to, labor, materials, and equipment necessary to complete the work.

D. If, after a task proposal is approved pursuant to Section II of this Exhibit A, Consultant cannot provide the approved services due to sudden illness or medical emergency of Consultant's photographer(s), then Consultant shall notify the City in writing immediately upon learning of the inability to perform, and in no event later than 24 hours prior to the time of the event to afford the City with the opportunity to obtain a different on-call vendor to perform the photography services if Consultant becomes aware of the inability to perform at that time. Whether Consultant notifies City of the cancellation as required by this paragraph or not, City shall not be obligated to pay Consultant for the cancelled task, but if Consultant fails to provide the required notice, such failure shall constitute a default under this Agreement.

E. Consultant shall be familiar with all City elected officials and dignitaries attending the events from the local to federal level. Consultant must be able to visually recognize an elected official and/or dignitary at any City event and take photographs of said elected official and/or dignitary. Should the City desire to obtain a specific photograph, the City shall provide relevant information to the Consultant regarding the desired shot on the day of the City event, if not sooner.

F. Consultant shall use the utmost care and utilize reliable equipment throughout capturing photographs including instruments needed to backup, process, store, and transport recorded and/or photographic material. If any photographed and/or recorded equipment is lost, stolen, damaged, or destroyed for any reason, Consultant shall refund all monies received in association with the lost, stolen, damaged, or destroyed material, and shall not charge the City for such services. If a part of the material is lost, stolen, damaged, or destroyed for any reason, then a refund to the City shall be calculated pro-rata based on the images captured by Consultant.

G. **Content Intent and Photo Composition Expectations:** Photographers are expected to capture the full essence of City programs and functions. The performance standard for event photography composition is structured as follows:

1. Community & Engagement Images (Approximately 85%): Capturing attendees, activities, entertainment, vendor participation, and overall event experiences. These high-quality images will be primarily utilized for printed publications, marketing materials, annual reports, website content, and general promotional purposes.

2. Ceremonial & Archival Images (Approximately 15%): Capturing City officials, presentations, recognitions, and ceremonial elements primarily intended for historical and archival purposes.

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

A. Each task shall be indicated by a written request ("Task Order") produced by the Contract Officer with a description of the work to be performed, and the time desired for completion. All tasks shall be carried out in conformity with all provisions of this Agreement. Consultant requires (i) a minimum of one hour of in-person attendance per approved task request, and (ii) two weeks' notice between the initial task request and the date of services for any events that last longer than two hours and require a full photo gallery within 48 hours.

B. Upon receipt of a Task Order, Consultant must promptly prepare a written description of the requested tasks including all components and subtasks; the compensation to perform the task, using the itemized fees/rates in Section III of Exhibit "C" ("Task Budget"); an explanation of how the compensation was determined; and, a schedule for completion of the task ("Task Completion Date"); which shall all collectively be referred to as the "Task Proposal."

C. Contract Officer shall in writing approve, modify, or reject the Task Proposal, and may issue a Notice to Proceed.

D. The task shall be performed at a cost not to exceed the Task Budget.

E. Consultant shall complete the task and deliver all deliverables to Contract Officer by the Task Completion Date.

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

A. Online galleries of proofs and, after any requested editing, final photographs following each event and/or program at which services are provided; a minimum of one gallery shall be provided per event, and each gallery shall include the minimum number of photographs specified in the approved task proposal, or if no minimum is specified, then each gallery shall include no less than a reasonable number of photographs. Consultant will provide City with photographic digital file sharing through a secure FTP website that is password protected, and then needing a secure pin (which Consultant will provide to the Contract Officer) to download images; through the secure website, City will be able to download original raw files,

high resolution, and/or low resolution (web size and for social media). City shall receive downloadable links with no expiration date taken from each event/program within five (5) business days of the event/program date.

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

A. Consultant shall respond to City inquiries within two (2) business days unless otherwise directed by the City.

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

VI. Consultant will utilize the following personnel to accomplish the Services:

A. David Kartsonis, Contract Manager, Lead Photographer

B. Sandra Ordiano, Photographer

C. Aaron Steven, Backup Photographer, QA

VII. For events up to and past 6 hours, a full course meal and a minimum 30-minute break is required. If no meal is provided, it is understood that Consultant's assigned photographer will leave the event for 30 minutes to take a meal break, provided Consultant or its assigned photographer shall provide reasonable advance notice to the Contract Officer of the time when a meal break will be needed.

EXHIBIT "A-1"
CITY OF CARSON EVENT LIST

Note: The event list and annual photography hours provided are estimates for informational and planning purposes only to assist proposers in understanding the anticipated scope of work. These estimates do not constitute a guarantee of work. Dates, times, event details, and service requirements are subject to change, and the City may modify, add, or remove events as operational needs dictate. The City of Carson reserves the right to increase or decrease services, including the number of events and total hours, throughout the term of the contract.

Event/Program Category	Annual Frequency (High-End Average)	Photography Duration (Per Event)	Total Annual Photography Hours
Regular City Council Meetings (Various Dates)	24	2 hours	48 hours
Special City Council Meetings (Various Dates)	15	2 hours	30 hours
City Press Conference (Various Dates)	8	2 hours	16 hours
Senior Rec Luncheons (Various Dates)	2	1 hour	2 hours
Tribute to Martin Luther King Jr. (January)	1	4 hours	4 hours
Black History Month (February)	1	3 hours	3 hours
Nate Riddick Volunteer Banquet (March)	1	5 hours	5 hours
United Farmworkers Dignity Day (March)	1	3 hours	3 hours
PIO Program: State of the City Address (April)	1	4 hours	4 hours
PIO Program: Red Ribbon Week (April)	1	4 hours	4 hours
Autism Acceptance 5K (April)	1	3 hours	3 hours
Earth Day/Kid's Fest (April)	1	3 hours	3 hours
PIO Program: "Why I Like Carson" Address (May)	1	4 hours	4 hours
Mental Health Forum (May)	1	3 hours	3 hours
Cinco de Mayo (May)	1	6 hours	6 hours
Memorial Day Tribute (May)	1	2 hours	2 hours

ECE Graduation (June)	1	1 hour	1 hour
Philippine Independence Day (June)	1	11 hours	11 hours
Juneteenth Celebration (June)	1	7 hours	7 hours
LA28 Sport Day (June)	1	7 hours	7 hours
4th of July Drone Show (July)	1	2 hours	2 hours
Samoan Heritage Festival (July)	1	7 hours	7 hours
Cajun & Blues White Linen Affair (August)	1	4 hours	4 hours
Clean and Green (August)	1	4 hours	4 hours
Famfest (August)	1	4 hours	4 hours
Boxing Dinner Show (August)	1	3 hours	3 hours
PIO Program: Heroes Day / 9/11 Tribute (September)	1	4 hours	4 hours
Mariachi Festival (September)	1	4 hours	4 hours
Country Western Fair (September)	1	3 hours	3 hours
Filipino American History Month (October)	1	5 hours	5 hours
Jazz Festival (October)	1	5 hours	5 hours
Women's Health Conference (October)	1	9 hours	9 hours
Halloween Carnival (October)	1	3 hours	3 hours
Veterans Day (November)	1	3 hours	3 hours
Tree Lighting Ceremony (December)	1	2 hours	2 hours
Winterfest (December)	1	3 hours	3 hours
Community Basketball (December)	1	5 hours	5 hours
TR Dinner Dance (TBD)	1	1 hour	1 hour
Stroke Center	1	1 hour	1 hour
Reunion (TBD)			
Intergenerational Program Culmination (TBD)	1	1 hour	1 hour
Senior Information Fair (TBD)	2	1 hour	2 hours
Youth Conference (TBD)	1	2 hours	2 hours
Total Estimated Annual Photography Hours (Approx.)			240 hours

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

I. Section 5.3 (Indemnification) of the Agreement is hereby renamed (Indemnification and IP Representations) and amended to read in its entirety as follows:

"5.3 Indemnification ***and IP Representations***.

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.

Consultant represents and warrants to the City that the City's use, reproduction and/or dissemination of the Work Product (as defined in Section 6.5) or any portion thereof will not infringe upon nor violate any third party intellectual property rights (e.g., copyrights, trademarks, etc.). Consultant agrees to indemnify, defend and hold harmless the City and its officers, agents and employees from and against any and all claims and liabilities that may arise from or relate to any breach of said representation or warranty or City's use, reproduction or dissemination of the Work Product or portion thereof. Moreover, Consultant shall not use copyrighted songs or music of any kind as soundtracks for the Work Product without the City and/or Consultant having first secured any license(s) required to include such songs or music. Any failure of Consultant to adhere to this requirement will be subject to the indemnification, defense and hold harmless protections in this paragraph."

II. A new Section 6.5 (Intellectual Property and Assignment of Rights) is hereby added to the Agreement to read in its entirety as follows:

"6.5 Intellectual Property and Assignment of Rights.

(a) As part of the Services to be furnished by Consultant, Consultant shall produce, create, or otherwise develop work product, including but not limited to, photographs, all editable work files, and all intellectual property that make the work product original ("Work Product"). Consultant hereby irrevocably assigns, conveys and transfers to City any and all of Consultant's rights, title and interest to the Work Product and all components and parts that comprise the Work Product, along with the right to create derivative works, exclusively, in perpetuity, and worldwide, including all rights to enforce the same, including but not limited to, the right to sue and recover any sums now or hereafter due or payable with respect to any of the Work Product. Without limiting the generality of the foregoing, City shall have the right to use, share, release, and reproduce the Work Product or any portion thereof in any manner whatsoever, in the City's sole discretion, without Consultant's consent and without further compensation to Consultant or to any other party.

(b) At the cost and expense of Consultant, Consultant shall execute documents and take steps as City may require, to enable City to acquire, perfect, protect, and enforce City's rights in and to the Work Product.

(c) Consultant hereby waives any and all moral rights, including, without limitation, rights of attribution, integrity, and disclosure, in connection with the Work Product, together with all claims for damages and other remedies asserted on the basis of moral rights. Additionally, Consultant hereby assigns, transfers, and conveys to City any and all such moral rights.

(d) Consultant may use the Work Product for the limited purposes of illustrating and providing samples of Consultant's work and to promote its work. In doing so, Consultant shall

take all actions reasonably necessary to protect the confidentiality of the Work Product to prevent the possibility of unauthorized use or copying of the Work Product."

III. A new Section 6.6 (Photo Consent and Release) is hereby added to the Agreement to read in its entirety as follows:

"6.6 Photo Consent and Release. The Parties hereto acknowledge that Consultant may photograph various members of the public or City employees and officials ("Individuals") and include them as part of the Work Product. In such event, where City intends to use the Work Product that contains the image or likeness of reasonably identifiable Individuals for commercial purposes under Civil Code §3344(a), Consultant shall obtain and require such Individuals to sign a photo consent and waiver and release form and where minors are filmed the form shall be signed by a parent or legal guardian ("Release"), through which the Individuals shall consent to be photographed for incorporation into the Work Product, and waive and release both City and Consultant from all liability associated with use of their image or likeness as part of the Work Product. Such consent and waiver and releases shall be substantially in the form attached hereto and incorporated herein by this reference as Exhibit "E" and Exhibit "F. Where Civil Code §3344(a) is invoked, City shall advise Consultant in advance; however, City anticipates there will be no circumstances under which City will have occasion to use the Work Product for commercial gain under Civil Code §3344(a)."

EXHIBIT "C"
SCHEDULE OF COMPENSATION

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

Item No.	Description	Unit	Estimated Quantity (Evaluation Only)	Unit Price	Extended Price
1	Standard Photography Services	Hour	100	$ 195.00	$ 19,500.00
2	Half-Day Photography (Up to 4 Hours)	Each	10	$ 725.00	$ 7,250.00
3	Full-Day Photography (Up to 8 Hours)	Each	5	$ 1,350.00	$ 6,750.00
4	Overtime Photography (Over 8 Hours)	Hour	20	$ 240.00	$ 4,800.00
5	Rush Response (Less than 48 Hours' Notice)	Hour	10	$ 240.00	$ 2,400.00
6	Weekend/Holiday Rate (if applicable)	Hour	20	$ 200.00	$ 4,000.00
7	Additional Editing/Retouching (if requested by City)	Hour	10	$ 95.00	$ 950.00
8	Drone Photography (Optional)	Hour	5	$ 250.00	$ 1,250.00
9	Additional Photographer (if requested)	Hour	20	$ 150.00	$ 3,000.00

Additional Fees (Specify)

Item No.	Description	Unit	Estimated Quantity (Evaluation Only)	Unit Price	Extended Price
1	None - standard editing included			$	$
2				$	$
3				$	$
4				$	$

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

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

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

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

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

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

IV. The total compensation for the Services shall not exceed $70,000.00 over the five-year Term, as provided in Section 2.1 of this Agreement.

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

I. Consultant shall perform all services timely in accordance with its Proposal, the applicable approved task proposal, and completed by the applicable Task Completion Date per Section II of Exhibit A.

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

EXHIBIT "E"

PHOTO CONSENT AND RELEASE

Effective as of the date shown below, approval for past use and permission for present and future use is being granted to Bakers Man Productions, LLC having the address 3904 Del Amo Blvd., Ste 803, Torrance, CA 90503, to use pictures of the undersigned, as more fully explained in this Photo Consent and Release. The undersigned is an adult and fully authorized to sign this Photo Consent and Release.

The undersigned hereby grants to Bakers Man Productions, LLC, its agents, employees, licensees, and successors in interest (collectively, the "Released Party") all ownership rights and the absolute and irrevocable right and permission to copyright, use, distribute, and publish the recorded image of the undersigned (the "Image") that has been (or is being) obtained pursuant to this Photo Consent and Release. Without limiting the generality of the foregoing, the undersigned hereby grants the City of Carson, California ("City"), consent to use and broadcast the Image for City use including for the purpose of placing on City's YouTube channels, social medial platforms, and general marketing purposes.

The Image may be copyrighted, used and/or published individually or in conjunction with other photography, video works, and recordings, and in any medium (including without limitation, print publications, public broadcast, DVD/CD-ROM format) and for any lawful purpose, including without limitation, trade, exhibition, illustration, promotion, publicity, advertising and electronic publication.

The undersigned represents and warrants that (i) no other party has been granted exclusive rights with respect to the Image, and (ii) no other party's authorization or consent is required with respect to the permission granted to the Released Party and City under this Photo Consent and Release.

The undersigned waives any right that the undersigned may have to inspect or approve the Released Party's use of the Image, or the advertising copy or printed matter that may be used in connection with the use and/or publication of the Image. The undersigned releases and holds harmless the Released Party (and all persons acting under its permission or authority), the City, its elected and appointed officers, employees and agents, from all claims for libel, slander, invasion of privacy, infringement of copyright or right of publicity, or any other claim related to the Image which I, my heirs, representatives, executors, administrators or any other persons acting on my behalf or on behalf of my estate have or may have (collectively, "Claims"). This release includes without limitation any Claims related to blurring, distortion, alteration, optical illusion, digital alteration, use in composite form, whether intentional or otherwise, or use of a fictitious name, that may occur or be produced in the processing or publication of the Image.

THE UNDERSIGNED WARRANTS THAT THE UNDERSIGNED HAS READ THIS PHOTO CONSENT AND RELEASE PRIOR TO THE SIGNING OF THIS DOCUMENT, THAT THE UNDERSIGNED UNDERSTANDS IT, AND THAT THE UNDERSIGNED FREELY ENTERS INTO THIS VIDEO CONSENT AND RELEASE.

Printed Name of Participant: _____

Participant Signature: _____ Date: _____, 2026

EXHIBIT "F"

PHOTO CONSENT AND RELEASE FOR MINORS

Effective as of the date shown below, approval for past use and permission for present and future use is being granted to Bakers Man Productions, LLC ("Photographer") having the address 3904 Del Amo Blvd., Ste 803, Torrance, CA 90503, to use pictures of your child named below (the "Photographed Party") as more fully explained in this Photo Consent and Release. I warrant that I am the parent or legal guardian of the minor described below and have the full right and authority to grant this Photo Consent and Release on behalf of such minor.

The undersigned hereby grants to Photographer, its agents, employees, licensees, and successors in interest (collectively, the "Released Party") all ownership rights and the absolute and irrevocable right and permission to copyright, use, exhibit, publish, and distribute the recorded image(s) of your child named below (the "Image") that has/have been (or is being) obtained pursuant to this Photo Consent and Release. Without limiting the generality of the foregoing, the undersigned hereby grants the City of Carson, California ("City"), consent to the use of the Image for the purpose of placing on City's Youtube channels, City's website, social media platforms and general marking purposes.

The Image may be copyrighted, used and/or published individually or in conjunction with other photography, video works, and recordings, and in any medium (including without limitation, print publications, public broadcast, DVD/CD-ROM format) and for any lawful purpose, including without limitation, trade, exhibition, illustration, promotion, publicity, advertising and electronic publication.

The undersigned represents and warrants that (i) no other party has been granted exclusive rights with respect to the Image, and (ii) no other party's authorization or consent is required with respect to the permission granted to the Released Party and City under this Photo Consent and Release.

The undersigned waives any right that the undersigned may have to inspect or approve the Released Party's use of the Image, or the advertising copy or printed matter that may be used in connection with the use and/or publication of the Image. The undersigned releases and holds harmless the Released Party (and all persons acting under its permission or authority), the City, its elected and appointed officers, employees and agents, from all claims for libel, slander, invasion of privacy, infringement of copyright or right of publicity, or any other claim related to the Image which the Photographed Party, his/her heirs, representatives, executors, administrators or any other persons acting on his/her behalf or on behalf of his/her estate have or may have (collectively, "Claims"). This release includes without limitation any Claims related to blurring, distortion, alteration, optical illusion, digital alteration, use in composite form, whether intentional or otherwise, or use of a fictitious name, that may occur or be produced in the processing or publication of the Image.

THE UNDERSIGNED WARRANTS THAT THE UNDERSIGNED IS AN ADULT AND LEGAL GUARDIAN OF THE PHOTOGRAPHED PARTY AND HAS READ THIS PHOTO CONSENT AND RELEASE PRIOR TO THE SIGNING OF THIS DOCUMENT, THAT THE UNDERSIGNED UNDERSTANDS IT, AND THAT THE UNDERSIGNED FREELY ENTERS INTO THIS PHOTO CONSENT AND RELEASE.

Printed Name of Participant: _____

Printed Name of Parent/Guardian: _____

Parent/Guardian Signature: _____ Date: _____, 2026

CITY OF CARSON

701 East Carson Street

Report to Honorable Mayor and City Council

Tuesday, September 15, 2026, 5:00 PM

CONSENT 22.

To: Honorable Mayor and City Council

From: Gary Carter, Director, Information Technology and Security ITS Data & Digital Intelligence

Subject: CONSIDER APPROVAL OF CONTRACT FOR EMPLOYEE RECRUITMENT SOFTWARE SUBSCRIPTION WITH GOVERNMENTJOBS.COM, INC. (D/B/A “NEOGOV") (CITY COUNCIL)

I. SUMMARY

GovernmentJobs.com, Inc., dba NEOGOV, provides a cloud-based recruitment and applicant tracking platform designed specifically for the public sector. The platform streamlines the City's recruiting and hiring process by automating job postings, online employment applications, applicant tracking, candidate communications, interview scheduling, and hiring workflows. These tools improve operational efficiency, reduce manual administrative tasks, enhance the applicant experience, and help the City attract and hire qualified candidates more effectively. The proposed Agreement will allow the City to continue utilizing NEOGOV's recruitment platform to support its hiring needs while maintaining an efficient, secure, and standardized recruitment process across all City departments.

GovernmentJobs.com, Inc., dba NEOGOV is an approved vendor under OMNIA Partners Cooperative Purchasing Program, which conducts competitive solicitations in compliance with applicable public procurement requirements. The OMNIA Partners cooperative contract provides competitively priced software licenses and services to participating public agencies. The City’s Purchasing Manager has determined that the competitive solicitation process utilized by OMNIA Partners satisfies the requirements of Section 2611(g) of the CMC and has therefore waived the formal bidding process for procurement of the NeoGov recruiting and hiring management system. The OMNIA Partners cooperative contract offers a 3-Year Term for a total not to exceed amount of $113,304.67.

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(g) (Cooperative Purchasing)
2. APPROVE a contract with GovernmentJobs.com, Inc., dba NEOGOV for NeoGov’s Recruiting and Hiring Management subscription, including software maintenance, and software support for a total contract amount not to exceed $113,304.67 for a term of 3 years; and
3. AUTHORIZE the Mayor to execute the contract after approval as to form by the City Attorney.

III. ALTERNATIVES

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

IV. BACKGROUND

The City of Carson has utilized GovernmentJobs.com, Inc., dba NEOGOV, since 2019 to support the Human Resources Department's recruitment operations. The system has become a critical component of the City's hiring process by providing a centralized, cloud-based platform that enables Human Resources staff to efficiently manage job postings, online employment applications, applicant tracking, candidate communications, interview scheduling and ranking.

NEOGOV's recruitment platform is designed specifically for public sector agencies and has significantly improved the City's recruiting process by increasing operational efficiency, reducing manual administrative tasks, enhancing the applicant experience, and helping the City attract and hire qualified candidates in a timely and consistent manner.

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

GovernmentJobs.com, Inc., dba NEOGOV is an approved vendor under OMNIA Partners Cooperative Purchasing Program, which conducts competitive solicitations in compliance with applicable public procurement requirements. The OMNIA Partners cooperative contract provides competitively priced software licenses and services to participating public agencies.

The City's Purchasing Manager has determined that the competitive solicitation process utilized by OMNIA Partners satisfies the requirements of Section 2611(g) of the CMC and has therefore waived the formal bidding process for procurement of the NeoGov recruiting and hiring management system.

The current agreement will expire on September 30, 2026. To ensure continuity of the critical software and avoid disruption to the City's recruiting operations, the City and GovernmentJobs.com, Inc., dba NEOGOV seek approval from City Council to execute a contract for total amount not to exceed $113,304.67 for a maximum term of three (3) years.

It should be noted that the contract Council is being asked to approve is the OMNIA Partners master agreement as applied to the City, as NEOGOV is unwilling to utilize City's standard subscription contract. Accordingly, City will not have the benefit of some of the standard protections provided under most subscription contracts. Staff has recognized this industry trend within the majority of software agreements executed in the past 12-months, whereby vendors have only agreed to contract terms included within existing competitive bid purchasing agreements. Specifically, in the proposed OMNIA agreement, NEOGOV is not required to defend or indemnify the City for claims arising from NEOGOV's negligence, breach of contract, data-security incident, confidentiality breach, privacy violation, or subcontractor conduct, as NEOGOV's liability is limited to third-party claims that NEOGOV-provided intellectual property infringes third-party intellectual property rights. The contract also requires City to indemnify NEOGOV for certain third-party claims, including claims alleging that City data infringes or misappropriates third-party intellectual-property rights; however, this is standard in the industry and is a reasonable request because vendors should not be held responsible for claims arising from content included in City data. The contract also contains a limitation of liability clause that limits NEOGOV's liability to the amount of all payments actually received by NEOGOV from City in the 12-month period preceding the date of the event initially giving rise to such liability, whereas typically, City is able to increase the liability cap it three times the contract sum.

V. FISCAL IMPACT

The cost associated with the three (3)-year contract with GovernmentJobs.com, Inc., dba NEOGOV including licenses, maintenance, and support, shall not exceed $113,304.67.

The first-year cost for licenses, including maintenance and support, is $25,372.34. Ongoing software licensing, maintenance, and support costs for subsequent years of the contract will be included in the future fiscal year budgets, subject to annual budget appropriations.

Fiscal Year	Amount	Account Number
FY2026-27	$25,372.34	101-54-544-101-6004
FY2027-28	$42,802.70	101-54-544-101-6004
FY2028-29	$45,129.63	101-54-544-101-6004

VI. EXHIBITS

1. GovernmentJobs.com, Inc., dba NEOGOV Quote
2. Purchasing Waiver
3. OMNIA MSA

Attachments

Exhibit 1 - NeoGov Quote.pdf
Exhibit 2 - Purchasing Waiver and Resources.pdf
Exhibit 3 - OMNIA AGREEMENT 159698_NeoGov_MAD_Redacted__2.pdf

PowerDMS by NEOGOV

t 800.749.5104
2120 Park Pl. Suite 100
El Segundo, CA 90245

NEOGOV

THIS IS NOT AN INVOICE

Contract Records		Order Details	
Account Number:	A-667846	**Order #:**	Q-512730
Customer:	Carson, City of (CA)	**Valid Until:**	8/31/2026
Effective Employee Count:	546		
Sales Rep:	Renewals Team		

Customer Contact			
Billing Contact:	Carson, City of (CA) Gary Carter	**Shipping Contact :**	Carson, City of (CA) Gary Carter
Billing Address:	701 E. Carson St. Carson, CA 90745	**Shipping Address:**	701 E. Carson St. Carson, CA 90745
Billing Contact Email:	gcarter@carsonca.gov	**Shipping Contact Email:**	gcarter@carsonca.gov
Billing Phone:	(310)830-7600	**Shipping Phone:**	(310)830-7600

Payment Terms			
Payment Term:	Net 60	**Notes:**	OMNIA bid via contract #159698
PO Number:			

Subscription Service

August 2026

Item	Type	Start Date	End Date	Qty.	License Type	Total (USD)
Insight Subscription	Recurring	8/15/2026	8/14/2027	546	Employee Based	$17,305.15
Governmentjobs.com Subscription	Recurring	8/15/2026	8/14/2027	546	Employee Based	$2,410.95
Candidate Text Messaging Subscription	Recurring	8/15/2026	8/14/2027	546	Employee Based	$1,773.23
Single Sign On Subscription	Recurring	8/15/2026	8/14/2027	546	Employee Based	$1,909.55
Attract Subscription	Recurring	7/3/2027	8/14/2027	546	Employee Based	$1,973.46
					August 2026 TOTAL:	$25,372.34

August 2027

Item	Type	Start Date	End Date	Qty.	License Type	Total (USD)
Insight Subscription	Recurring	8/15/2027	8/14/2028	546	Employee Based	$18,343.46
Governmentjobs.com Subscription	Recurring	8/15/2027	8/14/2028	546	Employee Based	$2,591.77
Candidate Text Messaging Subscription	Recurring	8/15/2027	8/14/2028	546	Employee Based	$1,861.89

PowerDMS by NEOGOV

t 800.749.5104
2120 Park Pl. Suite 100
El Segundo, CA 90245

NEOGOV

Item	Type	Start Date	End Date	Qty.	License Type	Total (USD)
Single Sign On Subscription	Recurring	8/15/2027	8/14/2028	546	Employee Based	$2,005.03
Attract Subscription	Recurring	8/15/2027	8/14/2028	546	Employee Based	$18,000.55
					August 2027 TOTAL:	$42,802.70

August 2028

Item	Type	Start Date	End Date	Qty.	License Type	Total (USD)
Insight Subscription	Recurring	8/15/2028	8/14/2029	546	Employee Based	$19,260.63
Governmentjobs.com Subscription	Recurring	8/15/2028	8/14/2029	546	Employee Based	$2,786.15
Candidate Text Messaging Subscription	Recurring	8/15/2028	8/14/2029	546	Employee Based	$1,927.06
Single Sign On Subscription	Recurring	8/15/2028	8/14/2029	546	Employee Based	$2,075.21
Attract Subscription	Recurring	8/15/2028	8/14/2029	546	Employee Based	$19,080.58
					August 2028 TOTAL:	$45,129.63

This price does NOT include any sales tax. Total in USD

Additional Terms and Conditions:

License Terms: Enterprise license denotes that Customer has purchased an enterprise wide license up to the employee count specified above. User based license denotes that Customer has purchased the number of licenses set forth in the quantity column. Item count denotes the number of items that Customer has licensed as set forth in the quantity column.

Payment Terms: All invoices issued hereunder are **due upon the invoice due date**. If the Order is for a period longer than one year, the fees for the first period shown shall be invoiced immediately and the fees for future years/periods shall be invoiced annually in advance of each 12 month period shown on the Order, but regardless of the billing cycle, Customer is responsible for the fees for the entire Order. The fees set forth in this Order Form are exclusive of all applicable taxes, levies, or duties imposed by taxing authorities and Customer shall be responsible for payment of any such applicable taxes, levies, or duties. All payment obligations are non-cancellable, and all fees paid are non-refundable. Payment for services ordered hereunder shall be made to Governmentjobs.com, Inc., (D/B/A NEOGOV).

Terms & Conditions: This Order Form creates a legally binding contract on the parties. The Services purchased pursuant to this Order Form are being procured NEOGOV's Region 14 contract #159698 offered through the purchasing cooperative OMNIA Partners and are subject to the most recently published version of the NEOGOV Services Agreement set forth here: https://www.neogov.com/service-specifications (NEOGOV Site), together with all addenda, exhibits, policies, and supplemental terms posted on or referenced in the NEOGOV Site, including, as applicable, the product addenda corresponding to the products subscribed to under this Order Form; professional services addenda applicable to any purchased professional, implementation, onboarding, configuration, or setup services; data processing terms; service level terms; AI-related terms; and other service-specific terms and policies, all of which are incorporated herein by reference. The Services provided to OMNIA member # 4001616 are being provided at the contractually obligated discount of 5% or more from NEOGOV's published MSRP.

Find a copy of our W-9 here.

Special Condition:

Your signature below constitutes acceptance of terms herein and contractual commitment to purchase the items listed above.

t 800.749.5104
2120 Park Pl. Suite 100
El Segundo, CA 90245

Accepted and Agreed By: **Carson, City of (CA)**	Signed By NEOGOV:
Signature:	Signature: DocuSigned by: Amy Prins 2085ADAA8C9D453...
Printed Name:	Printed Name: Amy Prins
Title:	Title: Director of Customer Renewals
Date:	Date: 8/11/2026 | 3:16:52 PM PDT

THE INFORMATION AND PRICING CONTAINED IN THIS ORDER FORM IS STRICTLY CONFIDENTIAL

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Purchasing Division
701 E. Carson Street
Carson, CA 90745

Purchasing Waiver

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

Exemption sought:

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

Pursuant to CMC Section 2611:

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

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

Awarding Agency: OMNIA
Vendor: Neogov
Contract #: 159698
Solicitation #: 25-S940
Contract Effective Date: 11/04/25
Contract Expiration: 11/04/2028

Specify purchase details:

Amount: $113,304.67
Vendor: Neogov

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

The City has relied on NEOGOV (GovernmentJobs.com) for many years as its primary recruitment platform. NEOGOV offers a unique, government-focused job marketplace and candidate database that enables the City to efficiently recruit qualified public sector candidates. The subscription has already expired, making renewal urgent to avoid service interruption, maintain recruitment operations, and minimize impacts to the HR Dept.

Authorized Department Staff:

Signature: DocuSigned by: Gary Carter 7BEDF394AC6C494...

Date: 9/8/2026 | 12:18:19 PDT

Name/Title: Gary Carter
Director of IT & Security

Purchasing:

Josilla Tagiola
9.8.26
Purchasing Mgr.

Rev. 0825JT

Region 14 Education Service Center

Contract # 159698

for

Software & SaaS Solutions

with

NeoGov

Effective: November 4, 2025

The following documents comprise the
executed contract effective: November 4, 2025

I. Region 14 ESC Terms & Conditions
II. Vendor Contract and Signature Form
III. Supplier’s Response to RFP, incorporated by reference

IV. Region 14 – TERMS AND CONDITIONS

Assignment. Supplier may not assign its rights or obligations under this contract without the prior written permission of Region 14 ESC. Region 14 ESC will not unreasonably withhold approval for a requested assignment.

Audit Rights. Supplier shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 14 ESC and any entity that utilizes this contract. Region 14 ESC reserves the right to audit the accounting for a period of four (4) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 14 ESC shall have the authority to conduct random audits of supplier's pricing at Region 14 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 14 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 14 ESC shall have the ability to conduct an extensive audit of supplier's pricing at supplier's sole cost and expense. Region 14 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 14 ESC.

Construction. Supplier shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.

Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders and regulation of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; pandemic; landslides; lightning; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

Franchise Tax. The supplier hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

Funding. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only. Each payment obligation created by this contract is conditioned upon the availability of city, county, state and federal funds that are appropriated

or allocated for the payment of such an obligation. If funds are not allocated by an entity and available for the continued purchase of the services and/or materials provided under this contract, this contract may be terminated at the end of the period for which funds are available. The entity will endeavor to notify the supplier in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the entity in the event this provision is exercised, and the entity shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

Indemnity. The awarded supplier shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the supplier, supplier employees or supplier subcontractors in the preparation of the solicitation and the later execution of the contract.

Insurance. Certificates of insurance shall be delivered to a public agency requesting them prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded supplier shall give the participating entity a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The awarded supplier shall require all subcontractors performing any work to maintain coverage as specified.

Legal Obligations. It is the supplier's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

Non-Exclusive Contract. This contract is for the sole convenience of Region 14 ESC, which may obtain like goods or services from other sources.

Permits. Knowing and abiding by the permit laws in each state is the sole responsibility of the supplier.

Price Increases. Should it become necessary, price increase requests may be submitted quarterly during the term of the contract and must be approved by Region 14 ESC in writing. Included with the request must be documentation and/or formal cost justification for these changes. Requests will be formally reviewed, and if justified in the sole opinion of Region 14 ESC, the change will be approved.

Products. Supplier shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects.

Products and Services Additions. New products and/or services may be added to the contract quarterly during the term by Region 14 ESC's written approval, to the extent that those products and/or services are within the scope of this RFP.

Safety. Suppliers performing services shall comply with occupational safety and health rules and regulations. All suppliers and subcontractors shall be held responsible for the safety of their employees and any conditions that may cause injury or damage to persons or property.

Survival. All applicable software license agreements, warranties or service agreements that are entered into between the Contractor and Region 14 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract for a period of up to one year beyond the term of the Contract.

Tax Exempt Status. Knowing the tax laws in each state is the sole responsibility of the supplier.

Term and Renewal. The contract term is for three (3) years. The contract may be renewed for up to two (2) additional one-year terms or any combination of time not to exceed 2 years. Maintenance/service/supplemental agreements may be issued for up to (5) years under this contract so long as the effective date of the maintenance/service/supplement agreement is prior to the expiration of the contract.

Termination. This contract may be terminated at any time by mutual written consent, or by Region 14 ESC, with or without cause, upon giving thirty (30) days written notice. Region 14, at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, Region 14 ESC shall be liable only for payment under the payment provisions of this contract for services rendered and accepted material received by Region 14 ESC before the effective date of termination. Region 14 ESC reserves the right to terminate the whole or any part of this Contract due to the failure of the supplier to carry out any term or condition of the contract. Region 14 will issue a written ten (10) day notice of default to the supplier for acting or failing to act as specified in any of the following: in the opinion of Region 14 ESC, the supplier provides personnel that do not meet the requirements of the contract; In the opinion of Region 14 ESC, the supplier fails to perform adequately the stipulations, conditions or services/specifications required in this contract; in the opinion of Region 14 ESC, the supplier attempts to impose personnel, materials, products or workmanship of an unacceptable quality; the supplier fails to furnish the required service and/or product within the time stipulated in the contract; in the opinion of Region 14 ESC, the supplier fails to make progress in the performance of the requirements of the contract; the supplier gives Region 14 ESC a positive indication that the supplier will not or cannot perform to the requirements of the contract.

Waiver. Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.

Applicability, Precedence, and End-User Flexibility. The Region 14 Terms & Conditions govern the establishment and administration of the Master Agreement by Region 14 ESC and OMNIA Partners. They do not apply to, amend, or supersede the commercial terms governing end-user transactions between Supplier and any Participating Public Agency (“PPA”). For PPA orders, Supplier may include and enter into its Services Agreement (the "SA," located at https://www.neogov.com/service-specifications) and/or a PPA Supplemental Agreement. The SA/Supplemental Agreement governs SaaS-specific subjects including: (i) license/usage rights

and acceptable use; (ii) service levels, support, and maintenance; (iii) data protection, information security, and confidentiality; (iv) intellectual property and ownership; (v) warranties and warranty remedies; (vi) disclaimers and exclusions; (vii) limitations of liability and damages exclusions; and/or (viii) service credits and other SaaS-specific remedies. Region 14's Terms & Conditions continue to govern program administration and procurement mechanics including ordering framework, pricing, invoicing, open records, and general administrative provisions to the extent they do not conflict with the SA/Supplemental Agreement on SaaS-specific subjects.

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VI. SIGNATURE FORM

A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective supplier must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process. A contract award letter issued by Region 14 ESC is the counter-signature document establishing acceptance of the contract.

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless conspicuously noted by the supplier following the requirements of Deviations and Exceptions section in the Instructions to Suppliers. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this response in collusion with any other supplier and that the contents of this proposal as to prices, terms or conditions of this response have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed for **120 days**.

GovernmentJobs.com, Inc. dba NEOGOV
Company Name

2120 Park Place, Ste 100
Address

El Segundo	CA	90245
City	State	Zip

310-971-9588	310-426-6305
Telephone Number	Fax Number

bids@neogov.net
Email Address

Nicholas Kromer	Vice President of Revenue Operations
Printed Name	Position

Signed by:
5B84B0112B7F472...
Authorized Signature

NEOGOV Response June 2025

V. EVALUATION

A. Availability of Products and Pricing (40 points)

1. *Provide pricing for products, services, warranties, etc. supplier proposes to offer. Price lists provided will be used to establish both the extent of a supplier's product lines, services, warranties, etc. available from the supplier and the pricing per item. Pricing should be based on a discount from a manufacturer's price list or catalog, or fixed price, or combination of both. Multiple percentage discounts are acceptable if, where different discounts apply, the different percentages are specified. Electronic Catalog and/or price lists should accompany the proposal. Additional pricing and/or discounts may be included. Suppliers may elect to limit their proposals to any category or categories.*
    a. *Any discounts proposed shall remain the same throughout the term of the contract and at all renewal options. At a minimum, the Contractor must hold the proposed price list firm for the first 12 months after the contract award.*
    b. *Pricing is not to exceed. Unlike fixed pricing, the supplier can adjust submitted pricing lower if needed but cannot exceed the approved pricing. The contract must allow for lower pricing to be available for similar product and service purchases. Cost plus pricing as a primary pricing structure is not acceptable.*
    c. *Due to products and services potentially being used in response to an emergency or disaster recovery situation in which federal funding may be used, if suppliers are proposing cost plus a percentage of cost, suppliers should provide alternative pricing that does not include either cost plus a percentage of cost. If pricing is based on time and materials, a ceiling price that the supplier exceeds at its own risk will be needed as determined and set by the Participating Public Agency. If products and services are provided in a situation where an agency is eligible for federal funding, supplier is subject to and must comply with all federal requirements applicable to the funding including, but not limited to the FEMA and Additional Federal Funding Special Conditions section located in the Federal Funds Certifications Exhibit.*

Yes, Governmentjobs.com, Inc. acknowledges. Please refer to the attached Price Book.

2. *Propose the frequency of updates to the supplier's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the contract.*

Updates to NEOGOV's pricing structure will be published annually. A new Rate Card will be released once updated at least 90 days prior to the beginning of the next calendar year.

3. *Describe any shipping charges. All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.*

N/A. NEOGOV is a cloud based software system, no freight or shipping of physical equipment is required.

4. *Describe any delivery or installation services provided by Offeror and how these services are priced. Include any fees such as setup/cleaning, design/layout, special orders, etc. Supplier may enter into additional negotiations with a purchasing agency for additional delivery or installation charges based on onerous conditions. Additional delivery and/or installation charges may only be charged if mutually agreed upon by the purchasing agency and Supplier.*

NEOGOV typically offers fixed-fee-based pricing for implementation services. This approach ensures that clients have a clear understanding of the costs upfront, based on the scope of the project, including system configuration, data migration, training, and go-live support.

NEOGOV delivers it's cloud-based Software-as-a-Service (SaaS) solutions through a fully online deployment model, eliminating the need for physical distribution or on-premise installations. This approach ensures fast, secure, and scalable access for OMNIA participating entities.

However, in certain cases where the project has unique complexities or additional customizations, NEOGOV also offers time and materials pricing to accommodate specific needs beyond the standard scope. This allows flexibility in billing based on actual time and resources spent.

5. *Describe any return and restocking fees.*

N/A

6. *Describe if distributors/dealers/resellers/subsidiaries/partners ("affiliates") will be used to fulfill the contract. Submit a list of those affiliates authorized to sell under the proposed contract. Where and how does Offeror propose to maintain an authorized affiliate list so it may be accessed by Participating Agencies? How often does the supplier propose to update the affiliate list? Confirm the Offeror reviews the financial health, debarment status and overall general capacity of authorized affiliates. Purchase orders and payment can only be made to the awarded supplier or an approved affiliate and pricing must be less than or equal to the pricing stated herein. Offerors who use authorized affiliates are responsible for ensuring authorized affiliates are performing in accordance with the contract.*

N/A. NEOGOV does not intend on using any subcontractors or affiliates to provide services within this RFP.

7. *Describe any special offers, promotions, additional discounts or rebates offered. Additional discount or rebates may be offered for large quantity purchases, single ship to location programs, growth, annual spend, guaranteed quantity, etc.*

The submitted pricing proposal lists the MSRP for the NEOGOV solutions. As an OMNIA Partners participating agency, each agency will receive a discount of 5% off of the listed MSRP. A quote can be generated per request to facilitate and validate the pricing and discount received.

NEOGOV can facilitate purchases that utilize volume discounts however this would be handled case by case as additional details would be needed in order to propose adequate pricing for the requesting agency.

8. *Describe any Leasing/Financing programs.*

No, NEOGOV does not offer leasing or financing options for educational or governmental entities.

9. *Describe how customers verify they are receiving the correct contract pricing.*

NEOGOV employs a comprehensive self-audit process to ensure full compliance with our proposed agreements, including proper pricing for all OMNIA Partner's participating entities. A dedicated procurement team manages all procurement vehicles and provides ongoing training to Sales, Finance, and Renewals teams to ensure adherence to specific procurement requirements. Every customer quote undergoes a multi-stage approval process, starting with Sales Leadership review to confirm pricing accuracy, followed by a Finance team compliance check, and final approval by the Chief Financial Officer (CFO) to ensure full adherence to established pricing structures. Additionally, NEOGOV collaborates with multiple resellers and cooperative agreements, each with unique compliance requirements, and carefully verifies that every order meets the standards of the relevant purchasing vehicle.

This rigorous, multi-level oversight guarantees that all pricing and contractual terms remain accurate, transparent, and compliant. Our internal controls ensure that OMNIA Partner's participating entities receive the correct pricing and that all agreements align with established procurement guidelines. By integrating cross-departmental training, leadership oversight, and structured compliance checks, NEOGOV maintains the highest level of accountability and accuracy in all related transactions. This process reflects our commitment to delivering transparent, reliable, and compliant procurement solutions.

10. Describe supplier's invoicing process. Include payment terms and acceptable methods of payments. Suppliers shall describe any associated fees pertaining to credit cards/p-cards.

Our standard payment terms stipulate net 30 for new business and net 60 for renewals. Invoices for renewals are issued 60 days before the subscription renewal date. Payment is due on the renewal date itself.

NEOGOV's payment methods are ACH, Credit Card, and Check. We do accept CC payments via online. To opt in, please contact us to set up online payment through our Accounts Receivable team.

Yes, we do accept P-cards and no, there is not an additional fee for participating entities to use this process. BAll licenses, setup, training, and optional services have been included in our pricing submission. Our proposal provides complete pricing for all NEOGOV products, including any additional features, services, or optional enhancements. The full breakdown of these costs can be found in the attached pricing sheet. Since all items required to utilize our solutions are accounted for, there are no hidden fees. NEOGOV remains committed to full pricing transparency, and any optional services can be selected based on the specific needs of OMNIA participating entities.

a) Fees. Customer shall pay all Subscription, Onboarding and Set-Up fees ("Subscription Fees") and Professional Service fees ("Professional Service Fees", collectively the "Fees") as set forth in an Order Form within thirty (30) days of the date of NEOGOV's invoice. Fees shall be invoiced annually in advance and in a single invoice for each Term. Unless explicitly stated otherwise in an Order Form, all payments due under an Order Form are expressed in and shall be paid in U.S. dollars. Invoices shall be delivered to the stated "Bill To" party on the Order Form. Unless explicitly provided otherwise, once placed the Order Form is non-cancellable and sums paid nonrefundable. Any invoiced amount that is not received by NEOGOV when due as set forth in an Order Form will be subject to a late payment fee of 1.5% per month or the maximum rate permitted by law, whichever is lower. If any amount owing by Customer is more than 30 days overdue, NEOGOV may, without limiting its other rights and remedies, suspend the Services until such amounts are paid in full. If Subscription Fees are based upon the Authorized User or employee count as may be specified in an Order Form, Customer shall owe NEOGOV supplemental Subscription Fees to the extent Customer exceeds the number of Authorized Users or employees set forth in the Order Form. Except as otherwise specifically stated in the Order Form, NEOGOV may change the charges for the Services with effect from the start of each Renewal Term by providing Customer with new pricing at least thirty (30) day notice prior to commencement of a Renewal Term. The new pricing shall be deemed to be effective if Customer (a) returns an executed Order Form to NEOGOV, (b) remits payment to NEOGOV of the fees set forth in the invoice referencing the new pricing, or (c) the Customer or any of its Authorized Users access or use the Services after the expiration of the previous Term.

11. Describe how future product introductions will be priced and align with contracting pricing proposed.

Software enhancements are included in the subscription pricing.

NEOGOV Response June 2025

12. Provide any additional information relevant to this section.

NEOGOV utilizes two primary transaction documents to ensure transparency, compliance, and clarity in all agreements with participating entities:

1. Order Form – This document serves as the official agreement outlining the specific products and services purchased, including pricing, subscription terms, licensing details, and any applicable discounts under the contract. The Order Form ensures that all transactions are clearly documented and aligned with the agreed-upon terms.
2. Service Level Agreement (SLA) – The SLA defines NEOGOV's service commitments, including system uptime guarantees, support response times, and resolution procedures for service-related issues. This document ensures consistent service reliability and establishes performance expectations for all participating entities.

Together, these documents form the foundation of our procurement process, ensuring that every transaction is governed by clear, standardized terms that support operational efficiency and compliance.

B. Ability to Perform (30 points)

13. Include a detailed response to Appendix B, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong national presence, describe how supplier will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.

Supplier response to Section 3.0, Appendix B, Exhibit A is included.

14. The successful supplier will be required to sign Appendix B, Exhibit B, OMNIA Partners Administration Agreement prior to contract award. Suppliers should have any reviews required to sign the document prior to submitting a response. Supplier's response should include any proposed exceptions to OMNIA Partners Administration Agreement.

Yes, Governmentjobs.com, Inc. acknowledges.

15. Include completed Appendix B, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.

Yes, NEOGOV includes these required forms in the proposal.

16. Provide available ordering methods (online ordering, order tracking, search options, order history, etc.).

The ordering process at NEOGOV is designed to be collaborative and efficient. Customers initiate the purchase through a direct interaction with a NEOGOV sales representative, who assesses their needs and guides them throughout the process.

If the procurement involves using pre-negotiated governmental contracts, our sales representatives may engage resellers like SHI or Carahsoft. These resellers facilitate the use of contracts such as Omnia and NASPO, but do not handle the product delivery or implementation. The order form used might be on the reseller's paper, with NEOGOV consistently providing an End User License Agreement (EULA) that makes our terms clear.

Overall, NEOGOV sales representatives maintain primary contact with the customer to ensure a smooth and transparent ordering process, with assistance from resellers where necessary to streamline contractual and procurement aspects.

NEOGOV Response June 2025

NEOGOV does not have any retail or in-store locations. Please see our marketing plan below to ensure customers are receiving pricing under this Master Agreement.

17. What is supplier's average on time delivery rate? Describe Supplier's history of meeting the shipping and delivery timelines.

NEOGOV is committed to its customers and their desired timelines. On time delivery rate will be based on the agency's commitment to implementing the product. A variety of factors must be taken into consideration when determining an accurate Go-Live date. These can include the complexity of current processes, data retrieval and or clean up, any additional concurrent projects or responsibilities of the project team that could pose as a roadblock to the project, etc.

During the Kick-Off meeting, the NEOGOV Implementation Consultant will work with the agency team to determine the desired and viable Go-Live date. NEOGOV utilizes the train-the-trainer approach to carry out implementation. This ensures that the agency's key administrative users can learn and manage the system before providing access to ancillary users. Weekly meetings will be scheduled with the project team for the IC to check in with the team, as well as provide any answers to questions or best practices. Any postponements and rescheduling of check in meetings with your IC can also potentially delay the original timeline and Go-Live date.

18. Describe how supplier responds to emergency orders.

In the case of an emergency order, NEOGOV will determine and provide all relevant pricing. An invoice will be submitted to the Customer. Upon Contract signing and receipt of payment, work may begin.

19. What is supplier's average Fill Rate?

N/A- We do not sell fungible goods. We have a software-as-a-Solution (SaaS) product. Approximately 10,000 customers, onboard more than 1,000 per year and our average time to implement is 2 1/2 months and our imp CSAT is 4.95 out of 5.

NEOGOV is well-established in the industry, with a proven track record of delivering complex projects. The company has sufficient financial backing, access to the necessary technology infrastructure, and experienced personnel, including project managers, technical staff, and support teams, to ensure timely and successful project completion. Additionally, NEOGOV maintains the necessary facilities and resources to handle large-scale implementations.

20. Describe supplier's return and restocking policy.

N/A. We have a software-as-a-Solution (SaaS) product, we host and maintain the server environment as part of the base software. Upon termination of a contract, the customer's data will be made available to them, where format varies by product. The customer can retrieve it within the specified timeframe as stated in the contract.

21. Describe supplier's ability to meet service and warranty needs. Proposal should address life expectancy of equipment under normal use; applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period; availability of replacement parts; and detailed information as to proposed return policy on all equipment.

Please refer to the Service Level Warranties section. NEOGOV will provide all services and warranties expressed in the NEOGOV RFP response, NEOGOV Service Agreement and NEOGOV Service Level Warranty. We do not sell fungible goods.

22. Describe any extended warranty programs or service maintenance programs.

NEOGOV Response June 2025

N/A. Please refer to the Service Level Warranties section. NEOGOV will provide all services and warranties expressed in the NEOGOV RFP response, NEOGOV Service Agreement and NEOGOV Service Level Warranty. We do not sell fungible goods.

23. The supplier shall provide timely and accurate technical advice and sales support. Thes supplier shall respond to such requests within one (1) working day after receipt of the request. Describe supplier's customer service/problem resolution process and ability to meet the one working day response time. Include hours of operation, number of services, etc.

NEOGOV's Customer Success Team can provide any assistance Monday to Friday 6am to 6pm MST. There is no limit to the number of service requests. Please see the NEOGOV Service Level Warranties for additional information.

Average time to answer a customer call or provide a call back is approximately 3 minutes or under. Our average response time to an on-line case is under 2 business hours.

Target Response and Resolution Times		
Severity	**Issues/Factors Determining Severity**	**Initial Acknowledgment[1]**
Level 1	• Functionality, system use questions. • Enhancement requests • Data Privacy inquiry	< 72 hours
Level 2	• Problem does not impact or has low impact to customer operations. • Can conduct daily work. • No error messages. • There is a work around.	< 24 hours
Level 3	• No work around solution. • Moderate system impact. • Moderate data security, availability, or integrity impact. • Hot-fix required	< 4 hours
Level 4	• Critical error that leads to work stoppage or significant error in processing candidates • System outage due to NEOGOV software or hardware • Problem puts user or customer information at risk. • Multiple Customers reporting a safety issue. • Unauthorized access to customer or job seeker data.	< 2 hour

24. Describe supplier's contract implementation/customer transition plan.

Upon contract signing, a NEOGOV representative will reach out with next steps of scheduling a Kick-Off Call with your agency's project team. During this Kick-Off Call, your designated NEOGOV Implementation Consultant will describe the implementation process and determine projected timelines and deadlines according to the agency's desires. Please see the attached Proposed Implementation documents.

[1]During standard business hours.

NEOGOV Response June 2025

25. Describe the financial condition of supplier

GovernmentJobs.com DBA NEOGOV is in good financial standing. NEOGOV has been in business for over 25 years and serves over 8,000 US government agencies. In addition, the Company is owned by and enjoys the financial backing and support of Warburg Pincus and The Carlyle Group, two of the world's largest and most preeminent investment firms that together manage over $400 billion. As a closely held private company, NEOGOV's financials are confidential and we do not disclose them as a matter of policy. As further testament to our financial standing, NEOGOV each year is audited by KPMG, one of the largest and most respected independent public accounting firms in the world. They are required to disclose a risk of going concern if they believed there to be any, but as the attached auditor letter demonstrates, they did not express any risk of NEOGOV as a going concern. In all of the last 5 years that KPMG has been NEOGOV's auditor, they have never disclosed a risk of NEOGOV's going concern. See the attached KPGM Audit report.

26. Provide a website link to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality.

https://www.neogov.com/,
https://www.neoed.com/,
https://www.powerdms.com.

The NEOGOV website is used to access the system and inquire about additional products and services, and pricing.

27. Describe the supplier's safety record.

To date, NEOGOV does not have any reported onsite injuries, fatalities, or related incidents.

28. Describe technology used to support the contract.

NEOGOV uses several key technologies to run its support organization:

- CRM System: Manages customer interactions and support tickets.
- Help Desk Software: Tracks, prioritizes, and resolves support issues.
- Knowledge Base: Provides FAQs and documentation for self-service.
- Collaboration Tools: Enables real-time team communication.
- Remote Support Tools: Allows troubleshooting via screen-sharing.
- Analytics: Tracks performance metrics to optimize support.

These technologies help streamline support processes and enhance service quality.

29. Provide any additional information relevant to this section.

See attached product information sheets for additional information.

Response to Appendix B, Exhibit A: OMNIA Partners Response for National Cooperative Contract

3.0 Supplier Response

3.1 Company

A. Brief history and description of Supplier to include experience providing similar products and services.

NEOGOV is a privately held California C-Corporation dedicated to the development and delivery of hiring solutions for public sector and education institutions. We began developing our solutions in 1999 and incorporated in early 2000. The company introduced its first hosted solution, Insight, into production in 1999 and has been delivering our fully integrated recruitment, selection, testing, applicant tracking, certification, and hiring solution system designed specifically for public sector and education employers ever since. Our headquarters and support centers are located in El Segundo, CA, and an additional corporate office located in Draper, UT.

— We Serve the People —
WHO SERVE THE PEOPLE

We do this by providing industry-leading workforce management solutions that support public sector agencies. For over two decades, we have been committed to equipping these organizations with the tools they need to enhance efficiency, maintain compliance, and make data-driven decisions. Through a strategic approach to innovation and acquisition, NEOGOV has developed a comprehensive ecosystem that streamlines several public safety workforce management functions including incident command, operational management, workforce oversight, and case management. With nearly 1,000 employees and over 13,000 public sector customers, NEOGOV is a leader in government workforce management software.

In 2008, NEOGOV acquired Sigma Data Systems and we continue to operate a Sigma division as part of our normal operations. In 2011, NEOGOV developed Onboard to assist Human Resources teams with onboarding processes. Onboard allows the agency to establish better connections with their new hires and more quickly acclimate them to their new role and team, while also completing all necessary forms and steps to onboard the new employee. In 2012, NEOGOV began offering its Performance Management Software, Perform, to assist organizations in gauging employees' individual strengths and areas of improvement. Overall Perform allows organizations to maintain full transparency of expectations, building better relationships between employees and managers.

In late 2015, NEOGOV also launched a focused department within the organization that specializes in Higher Education Institutions. NEOGOV's objective is to provide the expertise and develop the solutions that provide our 300+ Higher Ed customers the best solution available. Since 2015, NEOGOV has solidified our product capabilities to close the gap with our higher education institutions.

In 2017, NEOGOV acquired FirstNet Learning Systems. We integrated their learning management software with our suite and created additional public sector training content, allowing agencies to seamlessly equip their employees with rich and engaging training content. In 2018, NEOGOV attained High Line Corporation, a provider of a configurable solution that encompasses all aspects of core HR, payroll, and time and attendance.

NEOGOV offers the Recruit, Develop and Manage modules to make Human Resources Talent Management easier for the public sector.

We design products and solutions focused exclusively for public sector and higher education organizations. NEOGOV solutions continue to improve HR productivity by reducing the time and effort required to carry out recruitment, training, performance evaluation and employee information management. We are the leading provider of workforce management solutions, delivering innovative solutions exclusively for government human resources.

B. Total number and location of salespersons employed by Supplier.

We have a sales force of more than 200 professionals across the U.S. divided up amongst industry specialties and geographic areas.

NEOGOV's salesforce is strategically structured to optimally serve the diverse needs of our customers across the United States and Canada. Comprised of 2 Vice Presidents, 4 directors and 61 sales executives, our team is organized by geographical regions across the United States and Canada. To ensure we can support our entire market with specialized knowledge and function, each sales person is further segmented by sector—either law enforcement, government/municipalities, or education. This allows for tailored strategies and localized outreach.

Our team includes Account Managers who prioritize current customer relationships and Account Executives focused on engaging new prospects. Supporting these efforts, we have over 60 Sales Development Representatives in our Utah based office to assist in maximizing outreach effectiveness and lead generation. Many of our executives bring direct experience from the public sector and law enforcement, providing valuable insights that enhance service delivery. This robust structure ensures NEOGOV maintains a significant presence and delivers specialized, effective solutions throughout North America.

C. Number and location of support centers (if applicable) and location of corporate office.

1. NEOGOV's Corporate HQ Office
   2120 Park Place Suite 100,
   El Segundo, CA 90245

2. Utah Support Office
   13937 Sprague Ln
   Draper, UT 84020

D. Annual sales for the three previous fiscal years. a. Submit FEIN and Dunn & Bradstreet report.

NEOGOV's FEIN is 33-0888748. We included our Dunn & Bradstreet report with this proposal.

Annual Sales for previous 3 fiscal years: Please see our attached Financial Standing Letter.

NEOGOV has been in business for over 25 years and serves over 8,000 US government agencies. In addition, the Company is owned by and enjoys the financial backing and support of Warburg Pincus and The Carlyle Group, two of the world's largest and most preeminent investment firms that together manage over $400 billion. As a closely held private company, NEOGOV's financials are confidential and we do not disclose them as a matter of policy. At a high level, our revenue is in the hundreds of millions and we are a profitable company.

As further testament to our financial standing, NEOGOV each year is audited by KPMG, one of the largest and most respected independent public accounting firms in the world. They are required to disclose a risk of going concern if they believed there to be any, but as the attached auditor letter demonstrates, they did not express any risk of NEOGOV as a going concern. In all of the last 5 years that KPMG has been NEOGOV's auditor, they have never disclosed a risk of NEOGOV's going concern.

E. Describe any green or environmental initiatives or policies.

Our company is committed to sustainability through various green initiatives that reduce environmental impact both internally and within our customer solutions. By leveraging cloud-based document management, digital workflows, and e-signature technology, we minimize paper usage and promote eco-friendly business practices. Our remote work capabilities and energy-efficient data centers, which comply with certifications such as ENERGY STAR, ISO 14001, and LEED, further reduce carbon emissions and resource consumption. Additionally, our solutions, including digital policy management, cloud-based scheduling, and electronic approvals, help organizations optimize operations while reducing waste. We also follow responsible e-waste recycling policies, ensuring electronic devices are disposed of sustainably. Through these initiatives, we support both our customers and our company in achieving a more environmentally responsible approach to business. NEOGOV does not have formal green or environmental policies at this time.

Our PowerDMS company began when an IT worker saw a shipment of filing cabinets being delivered to store all the paperwork required to achieve accreditation and thought, "there has to be a better way." He started PowerDMS to help utilize technology to reduce the impact of printing, storing, and managing mountains of compliance paperwork. Because of this, we have kept track of the amount of paper saved using PowerDMS. Our customers have collectively saved over 3.2 billion trees. We care so deeply about this, we put a small scoreboard at the bottom of every PowerDMS customer's site so you can track, in real-time, how many trees you have saved using PowerDMS.



F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

We do not have a formal diversity program. We are currently seeking women, minority, veteran and veteran-disabled owned suppliers to partner with. These vendor relationships will not result in any adjustments to pricing for customers.

G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

a. Minority Women Business Enterprise

☐ Yes ■ No

If yes, list certifying agency: _____

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

☐ Yes ■ No

If yes, list certifying agency: _____

c. Historically Underutilized Business (HUB)

☐ Yes ■ No

If yes, list certifying agency: _____

d. Historically Underutilized Business Zone Enterprise (HUBZone)

☐ Yes ■ No

If yes, list certifying agency: _____

e. Other recognized diversity certificate holder

☐ Yes ■ No

If yes, list certifying agency: _____

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

NEOGOV does not intend on using any subcontractors to provide services within this RFP.

I. Describe how supplier differentiates itself from its competitors.

As NEOGOV is best identified as a Service Provider, we maintain our sales and customer service teams entirely in-house. All individuals involved in delivering the products and services proposed in this RFP are direct employees of NEOGOV, not those of a third-party. This internal structure ensures that our teams are thoroughly trained and highly knowledgeable in specialized fields related to government, law enforcement, and public sector operations. This approach allows us to offer consistently high standards of service and expert guidance, ensuring that our solutions are implemented efficiently and effectively to meet the specific needs outlined in this RFP.

Also, administrators in the IT Department can be relieved of constantly maintaining systems. Since NEOGOV products are Software as a Service (SaaS) based, there are no upfront hardware or hidden costs. We provide seamless software releases and upgrades reducing ITs workload. NEOGOV adheres to IT Governance and Compliance across all NEOGOV Products and Companywide. All hosting, maintenance and security is maintained by NEOGOV teams according to industry standards.

Governmentjobs.com, Inc's workforce management solutions are tailored specifically for public sector and education organizations. NEOGOV has been in the industry since 1999 and has built a strong customer base. The flexibility and configurability of NEOGOV's system, allowing HR to make adjustments without costly IT intervention, demonstrates the user-friendly nature of the platform. The ability to accommodate various business rules, processes, and workflows, as well as multiple application types, showcases the adaptability of NEOGOV's products to meet diverse agency needs.

It is also notable that NEOGOV has been recognized as one of the top 50 fastest-growing private software companies in the US by Inc. Magazine and included in the Gartner e-Recruitment Software Magic Quadrant. These accolades underscore NEOGOV's commitment to customer service, reliability, and overall company stability. The strong customer network and annual growth rate of nearly 200% highlight the trust and satisfaction agencies have in NEOGOV's solutions.

NEOGOV's focus on the public sector and education market, reinforced by its experience working with numerous agencies nationwide, further solidifies its position as a reliable and knowledgeable partner in workforce management. Overall, NEOGOV's comprehensive solutions, industry recognition, and dedication to customer satisfaction make it a compelling choice for agencies seeking efficient and effective Applicant Tracking and Workforce Management systems.

With more than 13,000 public sector customers, 5,000+ in law enforcement alone, our solutions have a proven track record of operational success. In addition to the proven quality of our products, we have a world-class customer support team which contributes to our industry leading customer retention, satisfaction and net promoter scores. We are backed by reputable investment firms Warburg Pincus and Carlyle Group, ensuring financial stability and continuous investment in product development.

Our product development approach is customer-centric, with an aggressive enhancement release schedule for rolling out new features and capabilities. We provide extensive training and support through the NEOGOV Community, including access to quarterly conference calls, online video tutorials, user groups, and free monthly training webinars.

Our platform is a multi-tenant SaaS solution with robust security measures in place, including continuous vulnerability monitoring and management, intrusion detection, anti-malware, and anti ransomware capabilities. We are SOC2 compliant to include HIPAA and CJIS controls as well as StateRAMP and TxRAMP authorized. As of March 2025, we are "in progress" with FedRAMP and scheduled for FedRAMP authorization in June 2025 with the Department of Veterans Affairs as our FedRAMP sponsor. We believe in the concept of a well integrated and open platform, offering the ability to integrate with third-party vendors, providing flexibility and customization to meet specific customer needs. These attributes make us a unique and reliable partner for participating entities.

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

None.

K. Felony Conviction Notice: Indicate if the supplier

- *a. is a publicly held corporation and this reporting requirement is not applicable;*
- *b. is not owned or operated by anyone who has been convicted of a felony; or*
- *c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.*

NEOGOV is not owned or operated by anyone who has been convicted of a felony.

L. Describe any debarment or suspension actions taken against supplier

None. NEOGOV has not experienced any debarments or suspensions in the past seven years, either for the company itself or for any responsible party included in our proposals. We have maintained full compliance with regulatory standards and obligations, thus ensuring professional integrity and operational excellence throughout our engagements. Should NEOGOV or any associated responsible party enter into a debarment or suspension status during the pendency of this RFP evaluation, we pledge to provide immediate written notice

to OMNIA Partners, Public Sector, Inc. and Region 14 Education Service Center. This commitment to transparency is integral to our company.

3.2 Distribution, Logistics

A. *Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.*

NEOGOV offers a suite of integrated solutions tailored to meet the various operational needs of public sector, education, and public safety and law enforcement agencies. Our products are designed not only to enhance efficiency and compliance but also to cater to the unique challenges faced by each agency, ensuring that each solution can be configured to fit specific operational requirements and procedural nuances. Our platform solutions include the following:

Product Name	Type	Description
Attract	Candidate Management System	Attract is a candidate relationship manager (CRM) providing tools to capture candidate leads, manage relationships, automate communications, and measure recruiting data.
Benefits	Benefits Management	Manage all employee, plan, and enrollment types in one place for increased transparency, across every department of your agency. *Note: Must be purchased with Core HR and Payroll product*
Core HR	HRIS	Allow HR, managers, and employees to collaborate in one space that services all the workforce's administrative needs, while maintaining strict compliance
eForms	Forms creator and Document Management System	Employee document and workflow management software that helps you easily create online forms, manage documents, and build seamless workflows in minutes.
Governmentjobs.com	GovernmentJobs.com Job Board	The largest public sector job board in the US designed to help you attract quality applicants, hire faster, and save on advertising.
Insight	Employee Recruiting and Applicant Tracking Software	Insight is NEOGOV's applicant tracking solution, designed for public sector agencies to efficiently and equitably attract and hire high-quality candidates.
Learn	Learning Management System	Learn provides a centralized cloud-based employee training solution with a library of courses and the ability to create custom content.
Onboard	Employee Onboarding and Offboarding	Onboard enables new hires to become more productive from their first day on the job by streamlining new hire paperwork, processes, and training.
Payroll	Payroll	Save time with an easy-to-use system that can handle complex public sector payroll requirements. *Note: Must be purchased with Core HR and Benefits product*
Perform	Performance Evaluation Module	Perform empowers managers to set and track performance goals, conduct employee evaluations, and provide ongoing feedback.

PowerPolicy	Policy and Compliance	A policy and compliance management platform that lets you create, edit, organize, and distribute content from a secure, cloud-based site.
Time and Attendance	Time and Attendance	Easily manage time & attendance with a solution that addresses specific public sector needs while providing increased visibility. *Note: Must be purchased with Core HR product*
Vetted	Background Investigation	Vetted is a background check and identity verification service that streamlines and automates pre-employment screening to help public sector agencies hire trusted candidates faster.
Optional Integrations		
Product Name	**Type**	**Description**
Single Sign-On (SSO) Integration	Integration	Single Sign-On (SSO) provides the ability to validate usernames and passwords against internal user databases, such as Active Directory, Netware, Azure AD, etc., rather than having separate user passwords managed by NEOGOV.
Position Control Import	Data Transfer	Position Control Import is a Data Transfer from an organization's existing HRIS system to NEOGOV for Position titles and Numbers.
Employee Import	Data Transfer	Employee Import is a Data Transfer from an organization's existing HRIS system to NEOGOV for employee data, including new hires, rehires, and employee updates (e.g., Promotions, Demotions, Transfers, etc.)
Class Spec Import	Data Transfer	Department, Division, Class Spec Import is a Data Transfer from an organization's existing HRIS to NEOGOV for Department, Division, and Class Spec codes and titles.
Testing integration	Data Transfer	NEOGOV partners with Testing vendors to provide organizations with the ability to initiate testing and review results in NEOGOV.
Video interview integration	Data Transfer	NEOGOV partners with a Video Interview Vendor to provide organizations with the ability to request and review candidates submit pre-recorded interviews.
Hire Export	Data Transfer	The Hire export provides a link to export new hire and rehire data from NEOGOV Insight into the organization's existing HRIS system.
Course Management Import	Data Transfer	Import historical training data into NEOGOV for reporting purposes. Track your ongoing online courses from outside Learn.
Course File Integration	Data Transfer	Import existing SCORM data into NEOGOV Learn.

B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

NEOGOV is a Cloud-based Software as a Service. No hardware is needed to provide our services and we are able to provide services in all 50 states and U.S. Territories.

C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store

locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

NEOGOV does not have any retail or in-store locations. Please see our marketing plan below to ensure customers are receiving pricing under this Master Agreement. Pricing provided to Participating Agencies will be based on desired products and agency size according to the Master Agreement.

D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

N/A. NEOGOV does not use third-party companies in the provision of its software solutions. All services and products are developed, maintained, and supported in-house by NEOGOV's dedicated team.

E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

N/A. There are no distribution facilities, warehouses or retail locations. NEOGOV's Software as a Service (SaaS) based solutions are delivered remotely. As such, only a modern web browser (e.g. Internet Explorer, Chrome or Firefox) and internet connection are required to use the core functionality of NEOGOV. Our data centers and hosting facilities are located in the following locations:

- Equinix Datacenters in Los Angeles, CA and Ashburn, VA
- AWS GovCloud West
- AWS US East
- Microsoft Azure East
- Microsoft Azure West US regions

3.3 Marketing and Sales

A. Given the public nature of the solicitation and contract, OMNIA Partners makes solicitation and contract documentation, including pricing documents, available on its website so Participating Public Agencies may easily conduct their due diligence. Describe any portions of the response that should not be available on the website and why those portions should not be available.

There are no portions of the response that should not be available.

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to I,II:

Ninety-Day Implementation Plan for NEOGOV Master Agreement with OMNIA Partners

Executive Leadership Endorsement and Sponsorship (Within First 10 Days)

- **Day 1-3: Official Announcement and Endorsement**
  - Executive leadership to announce the award of the Master Agreement with OMNIA Partners through a company-wide memo.
  - Publish an endorsement letter from NEOGOV's CEO highlighting the significance of this award as one of our primary public sector go-to-market strategies.
  - Announce the partnership on internal communication platforms, such as email newsletters and intranet bulletins.

- **Day 4-10: High-Level Strategic Kickoff**
  - Conduct an executive leadership meeting with key NEOGOV and OMNIA Partners stakeholders to discuss strategic vision, goals, and anticipated outcomes.
  - Assign an Executive Sponsor to oversee and support the implementation across multiple departments to ensure alignment with strategic goals.
  - Ensure executive leadership participation in the launch meeting with OMNIA Partners training to demonstrate top-down commitment.

  0-30 Days: Information Gathering and Initial Training
- **Cross-Company Training and Understanding**
  - Organize a kickoff meeting with OMNIA Partners to educate public sector and education sales executives on the advantages and details of the Master Agreement.
  - Appoint a dedicated NEOGOV representative to manage business development and the creation of ongoing training materials.
  - Develop a comprehensive "playbook" containing vital information about the OMNIA Partners contract, and distribute it company-wide
  - Incorporate OMNIA Partners training into all future new hire onboarding programs.
- **Establishing Collaborative Foundations**
  - Gain an in-depth understanding of the high-level priorities and target markets for both organizations.
  - Create a dedicated OMNIA Partners web-based homepage accessible from NEOGOV's main menu, including:
    - OMNIA Partners standard logo
    - Copy of the original procurement solicitation
    - Copy of the Master Agreement and amendments
    - Summary of products and services pricing
- **Collaborative Marketing Initiatives**
  - Begin collaboration with marketing teams to develop a comprehensive marketing campaign promoting the OMNIA agreement.
  - Create a dedicated email address for general inquiries related to the OMNIA partnership.

<u>30-60 Days: Getting the Word Out and Integrating Value Propositions</u>

- **Integrating into Sales and Marketing Processes**
  - Integrate OMNIA Partners value propositions and differentiators into lead generation and sales processes.
  - Develop a cohesive and effective co-selling strategy to be used by both NEOGOV and OMNIA Partners teams.
- **Marketing Campaign and Collateral Development**
  - Launch the first phase of the marketing campaign to promote the agreement, including email campaigns and call cadences.
  - Incorporate the OMNIA Partners logo and messaging into marketing materials and on the NEOGOV marketplace.
  - Update proposal documentation to include OMNIA value propositions.
- **Contracting Support and Education**
  - Establish a Contracting Center of Excellence (C.O.E.) to facilitate complex contracting requirements when needed.

<u>60-90 Days: Ongoing Training, Opportunity Identification, and Expansion</u>

- **Continuous Improvement in Sales Processes**

- Refine and develop ongoing talk tracks and best practices to integrate into the selling cycle
- Facilitate a contracting webinar for customers and prospects to enhance knowledge sharing and facilitate smoother transactions.

- **Proactive Opportunity Identification**
  - Identify all expiring contracts where the purchase price exceeds their non-RFP purchasing threshold, promoting the use of the OMNIA Master Agreement to streamline the contracting process and reduce costs/resources.
- **Tracking Progress and Expanding Reach**
  - Implement a system for tracking the effectiveness of the initiative, ensuring alignment with predefined goals and KPIs.
  - Schedule regular check-ins and reviews to ensure continuous improvement and identify new opportunities for expanding the reach and utilization of the Master Agreement.

C. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

Ninety-Day Marketing Plan for NEOGOV Master Agreement with OMNIA Partners
0-10 Days: Immediate Actions
1. Creation and Distribution of Co-Branded Press Release to Trade Publications

- **Day 1-3: Draft and Approve Press Release****
  - Collaborate with OMNIA Partners' marketing team to draft a co-branded press release.
  - Obtain necessary approvals from NEOGOV and OMNIA Partners executive teams.
- **Day 4-5: Distribution Planning**
  - Develop a list of key trade publications, industry blogs, and media outlets.
  - Finalize distribution strategy.
- **Day 6-10: Release and Amplification**
  - Distribute the press release.
  - Leverage NEOGOV's social media channels and internal communication platforms to amplify the announcement.

2. Website Announcement and Detailed Information Publication

- **Day 1-10: Webpage Planning and Design**
  - Plan and begin designing a dedicated OMNIA Partners web-based homepage on NEOGOV's main website, ensuring it includes:
    - OMNIA Partners standard logo
    - Copy of original Request for Proposal
    - Copy of Master Agreement and amendments
    - Summary of products and pricing
    - Marketing materials
    - Electronic link to OMNIA Partners' website including the online registration page
    - A dedicated toll-free number and email address for OMNIA Partners inquiries

11-30 Days: Building and Initial Dissemination
1. Website Announcement and Detailed Information Publication (Continued)

- **Day 11-20: Content Development**
  - Finalize content and design elements.
  - Conduct quality and compliance checks.

- **Day 21-30: Webpage Launch**
  - Publish the dedicated webpage.
  - Promote the webpage through internal and external newsletters, email campaigns, and social media.

2. Design and Initial Distribution of Co-Branded Marketing Materials

- **Day 11-20: Design Phase**
  - Collaborate with OMNIA Partners to design co-branded marketing materials, such as brochures, flyers, and email templates.
- **Day 21-30: Production Phase**
  - Finalize and produce the marketing materials.Develop an initial distribution plan targeting current and prospective public agencies.

31-60 Days: Increased Outreach and Marketing Initiatives
1. Design and Initial Distribution of Co-Branded Marketing Materials (Continued)

- **Day 31-45: Distribution Launch**
  - Begin distributing marketing materials through email campaigns, direct mail, and social media channels.

2. Marketing Campaign and Messaging Integration

- **Day 31-50: Integration Phase**
  - Integrate OMNIA Partners' value propositions and differentiators into lead generation and sales processes.
  - Update proposal documentation to reflect OMNIA Master Agreement benefits.
- **Day 51-60: Campaign Launch**
  - Launch the first phase of the marketing campaign to promote the agreement, including email campaigns and call cadences.

61-90 Days: Active Promotion and Event Participation
1. Attendance at Trade Shows and Conferences

- **Planning and Scheduling**
  - Develop a calendar of key national and regional industry events for attendance and participation, in collaboration with OMNIA Partners.
- **Preparation and Participation**
  - Begin preparations for upcoming events, including booking booth space and staffing for the NIGP Annual Forum and other relevant conferences.

2. National and Regional Advertising in Trade Publications

- **Day 61-75: Strategy Development**
  - Develop an advertising strategy targeted at national and regional trade publications.
- **Day 76-90: Ad Design and Rollout**
  - Design and publish initial advertisements, ensuring they are co-branded and promote the Master Agreement benefits.

Ongoing Marketing and Promotion Strategies (Throughout the Term)
1. Content Development and Continuous Outreach

- **Case Studies and Collateral**

- Develop case studies, presentations, and collateral pieces showcasing the success stories and benefits of the Master Agreement.

- **Regular Communication**
  - Maintain ongoing communication with public agencies through newsletters, webinars, email campaigns, and targeted outreach.

2. Dedicated Online Presence (Continued Enhancement)

- **Continuously update and enhance the dedicated OMNIA Partners web-based homepage with fresh content and resources to ensure ongoing relevance and appeal**

a. Provide Supplier's logo, content and keywords for OMNIA Partners website contract search and ecommerce platform
b. Creation and distribution of an announcement or press release to Public Agencies, customers and/or trade publications
c. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days
d. Design, publication and distribution of co-branded marketing materials within first 90 days
e. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
f. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, ads in trade publications, etc.)
g. Dedicated OMNIA Partners page on Supplier's website with:
h. OMNIA Partners standard logo;
   i. Copy of original Request for Proposal;
   ii. Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
   iii. Summary of Products and pricing;
   iv. Marketing Materials
   v. Electronic link to OMNIA Partners' website;
   vi. A dedicated toll-free number and email address for OMNIA Partners

D. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

To seamlessly transition our existing Public Agency customers to the new Master Agreement available nationally through OMNIA Partners, NEOGOV will implement a structured and systematic approach that ensures minimal disruption and maximum benefit. Initially, we will develop a comprehensive communication plan, informing current customers about the new Master Agreement, emphasizing its enhanced benefits and additional opportunities. We will also organize informational webinars and Q&A sessions to clarify the advantages and address any concerns. To further support this transition, we will assign our dedicated support team to assist each agency, conducting one-on-one consultations to understand their unique needs and provide tailored guidance. Comprehensive training sessions will be offered for procurement and administrative staff, supplemented by a resource hub containing detailed guides, FAQs, and best practice documents.

Throughout the transition, we will employ a phased rollout, starting with a pilot program involving a select group of Region 14 ESC agencies to test the process and resolve potential issues before a full-scale implementation. We will continuously monitor the transition, collecting feedback and making necessary adjustments to ensure a smooth experience for all agencies involved. Additionally, we will position the OMNIA Partners Master Agreement strategically among our existing cooperative contracts, such as NYS OGS IT Umbrella, by highlighting the unique benefits and broader national reach of the OMNIA Partners agreement. We will develop integrated marketing materials to compare and contrast these agreements, maintaining consistent messaging across all channels to avoid confusion. Our tailored recommendations will guide agencies to the Master Agreement that best meets their needs, with a particular emphasis on the comprehensive benefits offered by OMNIA Partners. This approach ensures a smooth transition, enhanced customer satisfaction, and long-term success for both NEOGOV and our public sector partners.

E. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for use in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

Yes, Governmentjobs.com, Inc. acknowledges.

F. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
ii. Best government pricing
iii. No cost to participate
iv. Non-exclusive

Yes, Governmentjobs.com, Inc. confirms.

G. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

i. Key features of Master Agreement
ii. Working knowledge of the solicitation process
iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
iv. Knowledge of benefits of the use of cooperative contracts

Yes, Governmentjobs.com, Inc. confirms. Please refer to the 90 day plan for additional information.

H. Provide the name, title, email and phone number for the person(s), who will be responsible for:

i. Executive Support

- Lindsey Gerber, Proposal Team Manager.
  - Email - bids@neogov.net
  - Phone - (310)-971-9588

ii. Marketing

- Lindsey Gerber, Proposal Team Manager.
  - Email - marketing-team@neogov.net

- Phone - (310)-971-9588

iii. Sales:

- Lindsey Gerber, Proposal Team Manager.
  - Email - sales@neogov.net
  - Phone - (310)-971-9588

iv. Sales Support

- Lindsey Gerber, Proposal Team Manager.
  - Email - bids@neogov.net
  - Phone - (310)-971-9588

v. Financial Reporting

- Nicholas Kromer, VP of Revenue Operations.
  - Email - bids@neogov.net
  - Phone - (310)-971-9588

vi. Accounts Payable: https:

- Lindsey Gerber, Proposal Team Manager.
  - Email -ap@neogov.net Phone - (310)-971-9588

vii. Contracts

- Joshua Snyder, VP of Strategic Partnerships.
  - Email - bids@neogov.net,
  - Phone - (310)-971-9588

I. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

NEOGOV's salesforce is strategically structured to optimally serve the diverse needs of our customers across the United States and Canada. Comprised of 2 Vice Presidents, 4 directors and 61 sales executives, our team is organized by geographical regions across the United States and Canada. To ensure we can support our entire market with specialized knowledge and function, each sales person is further segmented by sector—either law enforcement, government/municipalities, and education. This allows for tailored strategies and localized outreach.

Our team includes Account Managers who prioritize current customer relationships and Account Executives focused on engaging new prospects. Supporting these efforts, we have over 60 Sales Development Representatives in our Utah based office to assist in maximizing outreach effectiveness and lead generation. Many of our executives bring direct experience from the public sector and law enforcement, providing valuable insights that enhance service delivery. This robust structure ensures NEOGOV maintains a significant presence and delivers specialized, effective solutions throughout North America.

The executive in charge of our Sales and Marketing team can be reached at bids@neogov.net.

Chief Revenue Officer- Matt Redden

As the CRO, Matt leads the business development, sales, marketing, pricing, training, partner strategy and revenue management for NEOGOV. The job is to test demand generation, selling, growth hacking, etc., to measure success and failure, and know when, where and how to "double-down."

- Develop growth strategies with the executive team and board of directors Create accountability within the company by developing appropriate metrics and coordinating compensation and promotions with these metrics
- Monitor the revenue pipeline and leads, adjusting as necessary to create sustainable growth
- Establish both short-term results and long-term strategy, including revenue forecasting
- Oversee all Channel/Partner Development -- adding new sales channels and 3rd party resellers and partners

I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

We believe that OMNIA Partners and Region 14 ESC play a critical role in promoting agreements arising from this RFP by providing a credible platform that streamlines procurement processes. To successfully implement, grow, and service the national program under the Master Agreement with OMNIA Partners, NEOGOV's sales teams will engage in a highly collaborative approach with the OMNIA Partners team.

To effectively integrate the OMNIA Partner's-awarded agreement into NEOGOV's sales process, we will begin by extensively training our sales team to understand and articulate the benefits of the agreement, such as pre-negotiated terms and compliance with procurement regulations. NEOGOV and OMNIA Partners will develop and deliver training programs to ensure the sales force is well-versed in the Master Agreement's benefits and selling points, with ongoing educational efforts to keep teams aligned and informed.

Initially, comprehensive planning and strategy meetings will also be held to establish clear objectives, timelines, and responsibilities for both teams. These meetings will set the foundation for regular coordination sessions to review progress, address issues, and realign strategies as needed. Marketing materials will be updated to highlight the advantages of Region 14 ESC purchasing through OMNIA Partners, ensuring this information is prominently featured in brochures, digital content, and client proposals. We will also enhance our digital presence by adding detailed information about the agreement on our website, including a dedicated landing page- as outlined in this RFP.

Integrated marketing and sales campaigns will be executed to create co-branded marketing materials and align sales efforts with promotional strategies. Joint lead generation and outreach initiatives, including webinars and workshops, will educate prospective clients about the Master Agreement's advantages. Moreover, the teams will engage in co-selling activities, coordinating joint sales calls and presentations to leverage the combined expertise and credibility of NEOGOV and OMNIA Partners.

Account managers will actively inform existing clients about the benefits of renewing or extending services under the agreement during regular consultations and account management sessions. Additionally, we will implement feedback mechanisms to capture client insights on using the OMNIA Partner' agreement, allowing us to continuously refine our integration strategy. Post-sale support and service coordination are crucial elements of this collaborative effort. Both teams will work together to ensure a seamless transition from sales to implementation, with dedicated customer success teams managing onboarding and ongoing service requirements. Regular check-ins with clients will monitor satisfaction and gather feedback, contributing to continuous service improvement. Through this comprehensive and cooperative strategy, NEOGOV and OMNIA Partners will effectively implement, grow, and service the national program, delivering exceptional value and support to public agency customers.

Your vetting and endorsement significantly enhance the trustworthiness and appeal of the agreements, offering participating entities a reliable, pre-negotiated, and compliant purchasing pathway. This not only

aids in reducing the administrative burden associated with soliciting bids but also accelerates the procurement cycle, allowing for quicker deployment of solutions.

J. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

To manage the national program throughout the term of the Master Agreement with OMNIA Partners, NEOGOV will employ a comprehensive strategy encompassing ongoing coordination of marketing and sales efforts, timely setup of new Participating Public Agency accounts, and efficient contract administration.

Our approach begins with integrated marketing campaigns developed in collaboration with OMNIA Partners, including co-branded marketing materials, email campaigns, webinars, social media outreach, and targeted advertising in trade publications. Regular monthly strategy meetings will ensure alignment and allow for real-time adjustments based on campaign performance, sales metrics, and customer feedback. A joint lead generation strategy and outreach initiatives, such as informational webinars and industry events, will drive engagement and educate prospective clients about the Master Agreement's benefits.

For timely account setup, NEOGOV's onboarding team will streamline and standardize processes, employing automated systems where possible and providing personalized support through one-on-one consultations and tailored training sessions. Each new agency will have a dedicated contact to address questions and resolve issues during the setup phase. Our contract administration team will oversee all aspects of the Master Agreement, ensuring compliance, handling amendments, and managing renewals and expirations efficiently. This team will implement a robust monitoring system to track performance and generate regular reports to identify areas for improvement, while proactively resolving potential issues to minimize disruptions.

Ongoing customer support and relationship management will include regular check-ins, feedback sessions, and the assignment of customer success managers to help agencies maximize the benefits of the Master Agreement. We will also develop case studies and testimonials to demonstrate successful implementations and value, sharing these through various marketing channels to attract new agencies. Continuous improvement will be driven by structured feedback loops and staying abreast of industry trends and technological advancements, ensuring our solutions remain cutting-edge and our strategies innovative. This comprehensive approach will ensure the effective management, growth, and service of the national program, delivering sustained success and value for all Participating Public Agencies.

The ordering process at NEOGOV is designed to be collaborative and efficient. Customers initiate the purchase through a direct interaction with a NEOGOV sales representative, who assesses their needs and guides them throughout the process. If the procurement involves using pre-negotiated governmental contracts, our sales representatives may engage resellers like SHI or Carahsoft. These resellers facilitate the use of contracts such as Omnia and NASPO, but do not handle the product delivery or implementation. The order form used might be on the reseller's paper, with NEOGOV consistently providing an End User License Agreement (EULA) that makes our terms clear. Overall, NEOGOV sales representatives maintain primary contact with the customer to ensure a smooth and transparent ordering process, with assistance from resellers where necessary to streamline contractual and procurement aspects

K. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

Annual Sales for previous fiscal years: We have provided our letters from our auditors in lieu of our Financial Statements. Please see our attached Financial Standing Letter.

Top 10 Public Agency customers

Account Name	Industry	Purchase Value	Primary Contact	Email	Date Became Customer
1. Los Angeles, County of (CA)	Municipality	$1,213,372	Lisa Garrett	lgarrett@hr.lacounty.gov	9/12/2014
2. Michigan, State of (MI)	State	$1,069,067	Sandi Thorne	thornes@michigan.gov	10/28/2008
3. Nevada, State of (NV)	State	$931,503	Bachera Washington	bwashington@admin.nv.gov	03/01/2025
4. Department of Veterans Affairs (DC) V.A.	Healthcare	$714,805	Matthew Newell	matthew.newell@va.gov	06/05/2025
5. Los Angeles, City of (CA)	Municipality	$661,796	Steve Rivera	steve.rivera@lacity.org	8/14/2008
6. Philadelphia, City of (PA)	Municipality	$647,639	Janine LaBletta	janine.labletta@phila.gov	6/5/2009
7. King, County of (WA)	Municipality	$640,761	Jay Osborne	jay.osborne@kingcounty.gov	10/19/2006
8. Dallas, City of (TX)	Municipality	$567,799	Nina Arias	nina.arias@dallas.gov	10/19/2006
9. Alabama Community College System (AL)	Higher Education	$545,417	Nikita Payne	nikita.payne@accs.edu	8/11/2021
10. Hawaii Department of Education (HI)	State	$537,508	Gary Nakamura	10053182@k12.hi.us	10/19/2006

L. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

The ordering process at NEOGOV is designed to be collaborative and efficient. Customers initiate the purchase through a direct interaction with a NEOGOV sales representative, who assesses their needs and guides them throughout the process. A receipt of payment will be provided via email.

If the procurement involves using pre-negotiated governmental contracts, our sales representatives may engage resellers like SHI or Carahsoft. These resellers facilitate the use of contracts such as Omnia and NASPO, but do not handle the product delivery or implementation. The order form used might be on the reseller's paper, with NEOGOV consistently providing an End User License Agreement (EULA) that makes our terms clear.

Overall, NEOGOV sales representatives maintain primary contact with the customer to ensure a smooth and transparent ordering process, with assistance from resellers where necessary to streamline contractual and procurement aspects.

NEOGOV utilizes two primary transaction documents to ensure transparency, compliance, and clarity in all agreements with Region 14 ESC participating entities:

- Order Form – This document serves as the official agreement outlining the specific products and services purchased, including pricing, subscription terms, licensing details, and any applicable discounts under the contract. The Order Form ensures that all transactions are clearly documented and aligned with the agreed-upon terms.
- Service Level Agreement (SLA) – The SLA defines NEOGOV's service commitments, including system uptime guarantees, support response times, and resolution procedures for service-related issues. This document ensures consistent service reliability and establishes performance expectations for all participating entities. Together, these documents form the foundation of our procurement process, ensuring that every transaction is governed by clear, standardized terms that support operational efficiency and compliance.

M. Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

$_____.00 in year one
$_____.00 in year two
$_____.00 in year three

[redacted]

To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

[redacted]

N. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

i. ***Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).***
ii. ***If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.***
iii. ***Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).***
iv. ***If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.***

Yes, Governmentjobs.com, Inc. confirms it can respond to different solicitation options:

1. NEOGOV 's pricing shall be evaluated on either an overall project basis or the Public Agency's actual usage for more frequently purchased Products and Services. We respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).
2. If an eligible Public Agency requests to be transitioned to the Master Agreement, NEOGOV shall do so and report the Public Agency's purchases made under the Master Agreement going forward. The price match only applies to the eligible Public Agencies and OMNIA Partners.
3. Occasionally OMNIA Partners and NEOGOV may interact with a Public Agency that has a buying pattern or terms and conditions that considerably deviate from the normal Public Agency buying pattern and terms and conditions and causes NEOGOV 's pricing under the Master Agreement to be higher than an alternative contract held by NEOGOV. NEOGOV would not be required to lower the price for other Public Agencies.
4. If alternative or multiple proposals are permitted, NEOGOV will respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal. NEOGOV agrees that when responding to a Third-Party Procurement Solicitation that we will make our commercial best effort to follow the options as recommended by the Master Agreement.

NEOGOV
Service Level
Agreement

NEOGOV Service Level Warranties

1. Definitions. For purposes of this Contract, the following definitions shall apply:

   a) "Non-excluded Downtime" means a period of downtime that is not Excluded Downtime.

   b) "Excluded Downtime" means (i) Scheduled Downtime; (ii) any period of unavailability lasting less than 10 minutes, not to occur more than once per month; (iii) issues arising from components controlled by the Customer (or its vendors, contractors or service providers) and their performance or failure to perform which impair or disrupt Customer's connections to the Internet and the transmission of data as reasonably determined by NEOGOV after an investigation into the issue; (iv) that resulted from any actions or inactions of Customer or any third parties; and (v) unavailability of features or functions which would be considered a Level 1 or Level 2 severity level under the table in Section 2 below.

   c) "SaaS Application" means each proprietary NEOGOV web-based software-as-a-service application subscribed to by Customer.

   d) "Scheduled Maintenance" shall mean a period of time where the System is unavailable to Customer, and/or any third party, in order for NEOGOV to perform maintenance of the System. System maintenance includes, but shall not be limited to (i) adding, modifying, or upgrading equipment software and/or System source code, and; (ii) adding, modifying, or upgrading equipment.

   e) "Service Credit" shall means a percentage of Service Fees to be credited to Customer if NEOGOV fails to meet a Service Level, as set forth in this SLA. Once Service Credit equals 1/365 of the total fees paid for the SaaS Application

   f) "Service Level" means a performance standard NEOGOV is required to meet in providing the Services, as set forth in this SLA.

   g) "Uptime" means the percentage of total time in a calendar month that the hosted environment is available. Uptime is calculated as the sum of available time minus Non-excluded Downtime minus Excluded Downtime divided by total time minus Excluded Downtime, expressed as a percentage.

$$\left[\left(\frac{\textit{Total -- Non-excluded -- Excluded}}{\textit{Total -- Excluded}}\right)\right]$$

2. Customer Obligations. The Customer's responsibilities and obligations in support of this SLA include the following:

   a) Providing information and authorizations as required by NEOGOV for performing the Services.

   b) Adhering to policies and processes established by NEOGOV for reporting service failures and incidents and prioritizing service requests.

   c) Paying fees and costs as required by any master agreement or scope of work.

   d) In order to receive any of the Service Credits described herein, Customer must notify NEOGOV within thirty (30) days from the time Customer becomes eligible to receive a Service Credit. Failure to comply with this requirement will forfeit Customer's right to receive a Service Credit.

3. NEOGOV Obligations; Service Levels; Service Credits.

   a) Customer Service Response. NEOGOV will provide telephone customer support Monday through Friday excluding NEOGOV holidays. If the NEOGOV support desk is unable to resolve the issue within the time limits specified herein, the case shall be escalated to the appropriate teams.

	Target Response and Resolution Times	
Severity	**Issues/Factors Determining Severity**	**Initial Acknowledgment[1]**
Level 1	• Functionality, system use questions. • Enhancement requests • Data Privacy inquiry	< 72 hours
Level 2	• Problem does not impact or has low impact to customer operations. • Can conduct daily work. • No error messages. • There is a work around.	< 24 hours
Level 3	• No work around solution. • Moderate system impact. • Moderate data security, availability, or integrity impact. • Hot-fix required	< 4 hours
Level 4	• Critical error that leads to work stoppage or significant error in processing candidates • System outage due to NEOGOV software or hardware • Problem puts user or customer information at risk. • Multiple Customers reporting a safety issue. • Unauthorized access to customer or job seeker data.	< 2 hour

a) Standard Service Levels/Warranty. The SaaS Application, Resolution Times and Acknowledgment Times (the "Service Levels") must meet the standards described in this section. If Service Levels degrade to a level of non-compliance during the periods specified, Customer may request a Service Credit and NEOGOV must take the necessary steps to bring the system back to the required level unless Customer determines that factors outside NEOGOV's control are the cause. Only one Service Credit can be applied within a twenty-four (24) hour period. Any and all customer credits shall be attributed to the month period subsequent to the month in which the credit is requested by Customer. The aggregate maximum number of Service Credits to be issued by NEOGOV to Customer for any and all Downtime periods that occur in a single calendar month shall not exceed five (5) Service Credits. A Service Credit shall be issued in NEOGOV's invoice in the year following the Downtime, unless the Service Credit is due in Customer's final year of service. In such case, a refund for the dollar value of the Service Credit will be mailed to Customer. In no case will the Service Credits due to Customer for a month exceed the amounts paid by Customer to NEOGOV. In the event Customer terminates this contract with Service Credits still owed to Customer, NEOGOV shall compensate Customer for the monetary value of these Service Credits.

Examples: If Customer experiences one Downtime period, it shall be eligible to receive one Service Credit. If Customer experiences two Downtime periods, from multiple events at least twenty-four (24) hours apart, it shall be eligible to receive two Service Credits.

Service Level Warranties			
Service	**Measurement**	**Service Level**	**Service Credit**
SaaS Application	SaaS Application Uptime	99.8% in three (3) months during consecutive six (6) month period.	In addition to all other remedies available to Customer, Customer shall be entitled to terminate this Agreement for a material breach upon written notice to NEOGOV with no further liability, expense, or obligation to NEOGOV, provided that Customer notifies NEOGOV within thirty (30) days of the conclusion of the third (3rd month in which the Services were not available 99.8% of the time). Customer is entitled to prorate refund from date of termination within 30 days of the termination date.
SaaS Application	SaaS Application Uptime	99.8%	10% of monthly SaaS Application Fees

[1] During standard business hours.

Target Resolution Level 4	Target Resolution Time	100%	8% of monthly SaaS Application Fees
Level 3 Severity Resolution	Target Resolution Time	100%	5% of monthly SaaS Application Fees
Customer Support	Initial Acknowledgment	95% in calendar month	.5% of monthly SaaS Application Fees

NEOGOV™

PowerDMS Digital Management Software A NEOGOV Company

SERVICES AGREEMENT

V011025

You agree that by placing an order through a NEOGOV standard ordering document such as an "Order Form", "Service Order," "Ordering Document," "SOW" or other document mutually agreed by the parties detailing the services, pricing and subscription term (each, an "Order Form" for purposes of this Agreement), you agree to follow and be bound by the terms and conditions set forth herein. "Governmentjobs.com", "NEOGOV", "we", and "our" means Governmentjobs.com, Inc. (D/B/A/ NEOGOV), for and on behalf of itself and its subsidiaries PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, "NEOGOV" and, where applicable, its other affiliates; "Customer", "you", "your" means the NEOGOV client, customer, and/or the subscriber identified in the Order Form).

"Services Agreement" or the "Agreement" shall be used to collectively refer to this NEOGOV Services Agreement, documents incorporated herein including the applicable Order Form, each Addendum (as applicable), and Special Conditions (if any). "Addendum" means each Addendum set forth either as an Exhibit hereto or otherwise made available at https://www.neogov.com/service-specifications (the "NEOGOV Site") and, as applicable, made a part of this Agreement. "Special Conditions" means individually negotiated variations, amendments and/or additions to this Service Agreement of which are either drafted, or incorporated by reference, into the Order Form.

1. Provision of Services. Subject to the terms of this Agreement NEOGOV hereby agrees to provide Customer with access to its SaaS Applications and Professional Services (each defined below) included or ordered by Customer in the applicable Order Form (collectively referred to as the "Services"). In addition, to the extent NEOGOV provides Customer with access to additional NEOGOV software in order to access Customer Data (as defined below) or otherwise enhance product implementation or functionality, Customer's use of such software will be deemed to be part of the Services and the terms and conditions of this Agreement shall apply. Customer hereby acknowledges and agrees that NEOGOV's provision and performance of, and Customer's access to, the Services is dependent and conditioned upon Customer's full performance of its duties, obligations and responsibilities hereunder. This Agreement entered into as of the earlier of: (i) date of your signature on an applicable Order Form; or (ii) use of the Services commences (the "Effective Date"). The Agreement supersedes any prior and contemporaneous discussions, agreements or representations and warranties.

2. SaaS Subscription.

   a) Subscription Grant. "SaaS Applications" means each proprietary NEOGOV web-based software-as-a-service application that may be set forth on an Order Form and subsequently made available by NEOGOV to Customer, and associated components as described in any written service specifications made available to Customer by NEOGOV (the "Service Specifications"). Subject to and conditioned on Customer's and its Authorized Users' compliance with the terms and conditions of this Agreement, NEOGOV hereby grants to Customer a limited, non-exclusive, non-transferable, and non-sublicensable right to (i) onboard, access and use, and to permit Authorized Users to onboard, access and use, the SaaS Applications specified in the Order Form solely for Customer's internal, non-commercial purposes; (ii) generate, print, and download Customer Data as may result from any access to or use of the SaaS Applications; and (iii) train Authorized Users in uses of the SaaS Applications permitted hereunder (these rights shall collectively be referred to as the "SaaS Subscription"). "Authorized Users" means (1) Customer employees, agents, contractors, consultants ("Personnel") who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Services Agreement and (2) for whom access to the Services has been purchased hereunder. You shall not exceed the usage limits (if any) as detailed in the user tier in the applicable Order Form. You may not access the SaaS Applications if you are a direct competitor of NEOGOV or its affiliates. In addition, you may not access the SaaS Applications for purposes of monitoring their availability, performance, or functionality, or for any other benchmarking or competitive purposes. You shall be responsible for each Authorized User's access to and use of the SaaS Applications and compliance with applicable terms and conditions of this Agreement.

   b) Subscription Term. Unless otherwise specified in an applicable Order Form, SaaS Subscriptions shall commence on the Effective Date and remain in effect for twelve (12) consecutive months, unless terminated earlier in accordance with this Agreement (the "Initial Term"). Thereafter, SaaS Subscriptions shall automatically renew for successive twelve (12) month terms (each a "Renewal Term" and together with the Initial Term, collectively, the "Term") unless a party delivers to the other party, at least thirty (30) days prior to the expiration of the Initial Term or the applicable Renewal Term, written notice of such party's intention to not renew the SaaS Subscriptions, or unless terminated earlier in accordance with this Agreement. The Term for the Services is a continuous and non-divisible commitment for the full duration regardless of any invoice schedule. The purchase of any Service is separate from any other order for any other Service. Customer may purchase certain Services independently of other Services. Your obligation to pay for any Service is not contingent on performance of any other Service or delivery of any other Service.

3. Customer Responsibilities.
   a) Managing the Subscription. Customer may use the Service in a manner consistent with the terms of this Agreement. Customer will provide NEOGOV all information needed to process the Order Form to activate the subscription and provision the Service to the Customer.

   b) Managing Authorized Users. Customer is responsible for managing the Authorized Users on its account on the Service.

      i) Invitations and Permissions. Customer is responsible for determining which persons to invite to join the Customer's account on the Service and for all actions by Authorized Users on Customer's account on the Service. Customer is solely in control of the individual permissions on the Customer's account.

      ii) Customer Obligations. Customer must: (A) obtain any rights, permissions, or consents that are necessary for the Authorized User's lawful use of Customer Data and the operation of the Service; (B) ensure that the transfer and processing of Customer Data under the Agreement is lawful; and (C) respond to and resolve any dispute with an Authorized User relating to or based on Customer Data, the Service, or Customer's failure to fulfill its obligations under the Agreement or applicable law. Customer will not, and will ensure its Authorized Users do not (a) make any of the Services available to anyone other than Authorized Users or use any Services for the benefit of anyone other than Customer and its Authorized Users, unless otherwise agreed in writing by the parties, (b) sell, resell, license, sublicense, distribute, make available, rent or lease any of the Services, or include any of the Services in a service bureau or outsourcing offering, unless otherwise agreed in writing by the parties, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of the privacy rights, publicity rights, copyright rights, or other rights of any person or entity, (d) use the Services to store or transmit code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses, (e) interfere with or disrupt the integrity or performance of the Services (including, without limitation, activities such as security penetration tests, stress tests, and spamming activity), (f) attempt to gain unauthorized access to the Services or its related systems or networks, (g) disassemble, reverse engineer, or decompile the Services, or modify, copy, or create derivative works based on the Services or any part, feature, function or user interface thereof, (h) remove the copyright, trademark, or any other proprietary rights or notices included within NEOGOV Intellectual Property and on and in any documentation or training materials, or (i) use the Services in a manner which violates the terms of this Agreement, any Order Form or any applicable laws.

4. Professional Services. "Professional Services" shall mean professional services purchased by Customer as detailed in an applicable Order Form or NEOGOV Scope of Work (SOW) describing the work to be performed, fees, and any applicable milestones, dependencies, and other technical specifications or related information. Professional Services include training, set-up, implementation, and best practices of and concerning the SaaS Applications. Professional Services are subject to the terms of the Professional Services Addendum made available on the NEOGOV Site and made a part hereof and may be subject to additional terms pursuant to an SOW and Service Specifications describing, if applicable, the work to be performed, fees, and any applicable milestones, dependencies, and other technical specifications or related information. Order Forms or SOWs must be signed by Customer before NEOGOV shall commence work. If Customer executes a separate SOW, this Agreement and documents incorporated herein (including but not limited to the Professional Services Addendum) shall control in the event of a conflict with the terms of the SOW.

5. Payment Terms.

   a) Fees. Customer shall pay all Subscription, Onboarding and Set-Up fees ("Subscription Fees") and Professional Service fees ("Professional Service Fees", collectively the "Fees") as set forth in an Order Form within thirty (30) days of the date of NEOGOV's invoice. Fees shall be invoiced annually in advance and in a single invoice for each Term. Unless explicitly stated otherwise in an Order Form, all payments due under an Order Form are expressed in and shall be paid in U.S. dollars. Invoices shall be delivered to the stated "Bill To" party on the Order Form. Unless explicitly provided otherwise, once placed the Order Form is non-cancellable and sums paid nonrefundable. Any invoiced amount that is not received by NEOGOV when due as set forth in an Order Form will be subject to a late payment fee of 1.5% per month or the maximum rate permitted by law, whichever is lower. If any amount owing by Customer is more than 30 days overdue, NEOGOV may, without limiting its other rights and remedies, suspend the Services until such amounts are paid in full. If Subscription Fees are based upon the Authorized User or employee count as may be specified in an Order Form, Customer shall owe NEOGOV supplemental Subscription Fees to the extent Customer exceeds the number of Authorized Users or employees set forth in the Order Form. Except as otherwise specifically stated in the Order Form, NEOGOV may change the charges for the Services with effect from the start of each Renewal Term by providing Customer with new pricing at least thirty (30) day notice prior to commencement of a Renewal Term. The new pricing shall be deemed to be effective if Customer (a) returns an executed Order Form to NEOGOV, (b) remits payment to NEOGOV of the fees set forth in the invoice referencing the new pricing, or (c) the Customer or any of its Authorized Users access or use the Services after the expiration of the previous Term.

b) Taxes. Customer will pay all taxes, duties and levies imposed by all federal, state, and local authorities (including, without limitation, export, sales, use, excise, and value-added taxes) based on the transactions or payments under this Agreement, except those taxes imposed or based on NEOGOV's net income or those exempt by applicable state law. Customer shall provide NEOGOV with a certificate or other evidence of such exemption within ten (10) days after the Effective Date of this Agreement and thereafter upon NEOGOV's request therefor.

c) Purchase Orders. Any reference to a purchase order in an Order Form or any associated invoice is solely for Customer's convenience in record keeping, and no such reference or any delivery of services to Customer following receipt of any purchase order shall be deemed an acknowledgement of or an agreement to any terms or conditions referenced or included in any such purchase order. If a purchase order is delivered by Customer in connection with the purchase of Services, none of the terms and conditions contained in such purchase order shall have any effect or modify or supersede the terms and conditions of this Agreement. NEOGOV's failure to object to terms contained in any such purchase order shall not be a waiver of the terms set forth in this provision or in this Agreement.

6. Term and Termination.

a) Term. This Agreement shall commence on the Effective Date and shall remain in effect until all SaaS Subscriptions have expired and/or both parties have achieved full performance of Professional Services, unless it is terminated earlier in accordance with this Agreement.

b) Termination for Cause; Effect of Termination. Either Party may terminate this Agreement immediately if the other is in material breach of this Agreement and such breach is not cured within thirty (30) days following non-breaching party's written specification of the breach. NEOGOV may suspend the Services or terminate this Agreement immediately in the event the Services or Customer's use of the Services provided hereunder pose a security risk to the Services, NEOGOV or any third party, or become illegal or contrary to any applicable law, rule, regulation, or public policy. Upon expiration or any termination of this Agreement, Customer shall cease all use and refrain from all further use of the Services and other NEOGOV Intellectual Property. Additionally, Customer shall be obligated to pay, as of the effective date of such expiration or termination, all amounts due and unpaid to NEOGOV under this Agreement. Unless otherwise specified, following 90 days after expiration or termination of the Agreement NEOGOV may remove Customer Data from NEOGOV Services and without Customer consent or notice.

7. Audit Rights. Upon reasonable notice, NEOGOV or its agent shall have the right to audit Customer's records relating to its compliance with this Agreement. Customer shall cooperate fully with this audit. If any audit conducted under this Section indicates that any amount due to NEOGOV was underpaid, Customer shall within three (3) business days pay to NEOGOV the amount due. All expenses associated with any such audit shall be paid by NEOGOV unless the audit reveals underpayment in excess of five percent (5%), in which case Customer shall pay such expenses as well as any amount due to NEOGOV.

8. Maintenance; Modifications; Support Services.

a) Maintenance, Updates, Upgrades. NEOGOV maintains NEOGOV's hardware and software infrastructure for the Services and is responsible for maintaining the NEOGOV server operation and NEOGOV database security. NEOGOV may in its sole discretion, periodically modify, Update, and Upgrade the features, components, and functionality of the Services during the Term. "Update" means any update, bug fix, patch or correction of the Services or underlying NEOGOV software that NEOGOV makes generally available to its customers of the same module, excluding Upgrades. Updates are automatic and available upon Customer's next login to the Services following an Update at no additional cost to Customer. "Upgrade" means any update of the Services or underlying NEOGOV software such as platform updates, and major product enhancements and/or new features that NEOGOV makes commercially available. NEOGOV shall have no obligation to provide Upgrades to customers and retains the right to offer Upgrades free of cost or on a per customer basis at additional cost. NEOGOV shall have no liability for, or any obligations to, investments in, or modifications to Customer's hardware, systems or other software which may be necessary to use or access the Services due to a modification, Update, or Upgrade of the Services.

b) Program Documentation; Training Materials. "Program Documentation" shall mean all user guides, training, and implementation material, and Service descriptions provided by NEOGOV to Customer in connection with the Services. NEOGOV hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use, print, and distribute internally via non-public platforms, the Program Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services. Primary training of NEOGOV Services is conducted by self-review of online materials. NEOGOV's pre-built, online training consists of a series of tutorials to introduce the standard features and functions (the "Training Materials"). The Training Materials may be used as reference material by Customer Personnel conducting day-to-day activities.

c) Implementation. For Services requiring implementation, NEOGOV implementation supplements the Training Materials and is conducted off-site unless otherwise agreed in the Order Form. For an additional fee as detailed on an applicable Order Form, NEOGOV personnel will provide consultation on best practices for setting up the Services, answer Customer questions during the implementation period, and use commercially reasonable efforts to ensure Authorized User Admins grasp the system. The length of the implementation time is dependent on the type of Service and the Customer's responsiveness. NEOGOV is not responsible or liable for any delay or failure to perform implementation caused in whole or in part by Customer's delay in performing its obligations hereunder and, in the event of any such delay, NEOGOV may, in its sole discretion, extend all performance dates as NEOGOV deems reasonably necessary.

d) Support. Phone support for the Services is available to Customer Monday through Friday, excluding NEOGOV holidays. Customer may submit a request for online support for the Services 24 hours a day, seven days a week, and the NEOGOV support desk will acknowledge receipt of the request within a reasonable time. The length of time for a resolution of any problem is dependent on the type of case.

e) Limitations. Unless otherwise specified in the Order Form, this Agreement does not obligate NEOGOV to render any maintenance or support services that are not expressly provided herein, including, but not limited to data uploads, manual data entry, migration services, data conversion, refinement, purification, reformatting, SQL dump, or process consultation.

9. NEOGOV Intellectual Property Rights.

a) NEOGOV shall exclusively own all right, title and interest in and to all pre-existing and future intellectual property developed or delivered by NEOGOV including all Services, products, systems, software (including any source code or object code) or Service Specifications related thereto, Updates or Upgrades, trademarks, service marks, logos and other distinctive brand features of NEOGOV and all proprietary rights embodied therein (collectively, the "NEOGOV Intellectual Property"). This Agreement does not convey or transfer title or ownership of the NEOGOV Intellectual Property to Customer or any of its users. All rights not expressly granted herein are reserved by NEOGOV. Other than recommendation use or as required by law, all use of NEOGOV trademarks must be pre-approved by NEOGOV prior to use. Trademarks shall include any word, name, symbol, color, designation or device, or any combination thereof that functions as a source identifier, including any trademark, trade dress, service mark, trade name, logo, design mark, or domain name, whether or not registered.

b) Customer may, but is not obligated to, provide NEOGOV with suggestions, ideas, enhancement requests, or other feedback ("Feedback"). If Customer provides any such Feedback to NEOGOV, Customer hereby grants NEOGOV a nonexclusive, perpetual, irrevocable, royalty-free license to use all Feedback for any purpose. Feedback is provided to NEOGOV on an "as-is" basis without warranties of any kind.

10. Data Processing and Privacy.

a) Customer Data. "Customer Data" shall mean all data that is owned or developed by Customer, whether provided to NEOGOV by Customer or provided by a third party to NEOGOV in connection with NEOGOV's provision of Services to Customer, including Personnel data collected, loaded into, or located in Customer data files maintained by NEOGOV. NEOGOV Intellectual Property, including but not limited to the Services and all derivative works thereof, NEOGOV Confidential Information, and Platform Data do not fall within the meaning of the term "Customer Data". Customer exclusively owns all right, title, and interest in and to all Customer Data. Customer grants NEOGOV a license to host, use, process, display, create non-personal derivative works of, and transmit Customer Data to provide the Services. NEOGOV reserves the right to delete or disable Customer Data stored, transmitted or published by Customer using the Services upon receipt of a bona fide notification that such content infringes upon the intellectual property rights of others, or if NEOGOV otherwise reasonably believes any such content is in violation of this Agreement.

b) Platform Data. "Platform Data" shall mean any anonymized data reflecting the access to or use of the Services by or on behalf of Customer or any user, including statistical or other analysis and performance information related to the provision and operation of the Services including any end user visit, session, impression, clickthrough or click stream data, as well as log, device, transaction data, or other analysis, information, or data based on or derived from any of the foregoing. NEOGOV shall exclusively own all right, title and interest in and to all Platform Data. Customer acknowledges NEOGOV may compile Platform Data based on Customer Data input into the Services. Customer agrees that NEOGOV may use Platform Data to the extent and in the manner permitted under applicable law. Such anonymized data neither identifies Customer or its users, nor can Customer or any its users can be derived from such data.

c) Data Processing Agreement. The parties agree that the terms of the NEOGOV Data Processing Addendum ("DPA") made available on the NEOGOV Site is hereby incorporated herein by reference and made part of this Agreement and governs NEOGOV's processing of Personal Data.

d) Data Responsibilities.

i) NEOGOV will maintain commercially reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of the Customer Data. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Customer Data by NEOGOV personnel except (a) to provide the Services and prevent or address service or technical problems, (b) as compelled by applicable law, or (c) as Customer expressly permits in writing. Customer acknowledges and agrees that it is commercially reasonable for NEOGOV to rely upon the security processes and measures utilized by NEOGOV's cloud infrastructure providers.

ii) Customer is solely responsible for the development, content, operation, maintenance, and use of Customer Data, including but not limited to compliance with applicable laws. NEOGOV will have no responsibility or liability for the accuracy of the Customer Data prior to receipt of such data into the Services. Without limiting the foregoing, Customer shall be solely responsible for and shall comply with all applicable laws and regulations relating to (a) the accuracy and completeness of all information input, submitted, or uploaded to the Services, (b) the privacy of users of the Services, including, without limitation, providing appropriate notices to and obtaining appropriate consents from any individuals to whom Customer Data relates; and (c) the collection, use, modification, alteration, extraction, retention, copying, external storage, disclosure, transfer, disposal, and other processing of any Customer Data. NEOGOV is not responsible for lost data caused by the action or inaction of Customer or Authorized Users. Unless otherwise mutually agreed in writing, Customer shall not maintain any financial, health, payment card, or similarly sensitive data that imposes specific data security or data protection obligations within the Services. Customer shall provide and institute all appropriate tools and procedures required to ensure the security of its own information system and, more specifically, to prevent, detect and destroy the occurrence of any viruses.

e) Breach Notice. NEOGOV will notify Customer of unauthorized access to, or unauthorized use, loss or disclosure of Customer Data within its custody and control (a "Security Breach") within 72 hours of NEOGOV's confirmation of the nature and extent of the same or when required by applicable law, whichever is earlier. Each party will reasonably cooperate with the other with respect to the investigation and resolution of any Security Breach. If applicable law or Customer's policies require notification of its Authorized Users or others of the Security Breach, Customer shall be responsible for such notification.

f) Data Export, Retention and Destruction. Customer may export or delete Customer Data from the Services at any time during a Subscription Term, using the existing features and functionality of the Services. Customer is solely responsible for its data retention obligations with respect to Customer Data. If and to the extent Customer cannot export or delete Customer Data stored on NEOGOV's systems using the then existing features and functionality of the Services, NEOGOV will, upon Customer's written request, make the Customer Data available for export by Customer or destroy the Customer Data. If Customer requires the Customer Data to be exported in a different format than provided by NEOGOV, such additional services will be subject to a separate agreement on a time and materials basis. Except as otherwise required by applicable law, NEOGOV will have no obligation to maintain or provide any Customer Data more than ninety (90) days after the expiration or termination of this Agreement. Customer acknowledges that it is solely responsible for determining any retention requirements with respect to the Customer Data as required by applicable law and NEOGOV disclaims all liability in connection with such determination. In addition, to the extent Customer requests that NEOGOV retain Customer Data beyond the expiration of the retention period required by applicable law, rule or regulation, NEOGOV disclaims all liability in connection with retaining such Customer Data including but not limited to any claims related to loss or destruction of such Customer Data.

11. Third Party Services. The Services may permit Customer and its Authorized Users to access services or content provided by third parties through the Services ("Third Party Services"). Customer agrees that NEOGOV is not the original source and shall not be liable for any inaccuracies contained in any content provided in any of the Third Party Services. NEOGOV makes no representations, warranties or guarantees with respect to the Third Party Services or any content contained therein. NEOGOV may discontinue access to any Third Party Services through the Services if the relevant agreement with the applicable third party no longer permits NEOGOV to provide such access. If loss of access to any Third Party Services (to which Customer has a subscription under this Agreement) occurs during a Subscription Term, NEOGOV will refund to Customer any prepaid fees for such Third Party Services covering the remainder of the Subscription Term.

12. Nondisclosure.

a) Definition of Confidential Information. "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer's Confidential Information includes its Customer Data. NEOGOV Confidential Information includes the NEOGOV Intellectual Property and the Services. The Confidential Information of each party includes the terms and conditions of this Agreement and all Order Forms (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (c) is received from a third party without breach of any obligation owed to the Disclosing Party, or (d) was independently developed by the Receiving Party.

b) Obligations. The Receiving Party will: (i) use the same degree of care it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care); (ii) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (iii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its employees and contractors who need access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not less protective of the Confidential Information than those herein.

c) Exceptions. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

d) Equitable Relief. The parties recognize and agree there may be no adequate remedy at law for breach of the provisions of the confidentiality obligations set forth in this Section 12, that such a breach may irreparably harm the Disclosing Party and the Disclosing Party is entitled to seek equitable relief (including, without limitation, an injunction) with respect to any such breach or potential breach in addition to any other remedies available to it at law or in equity.

13. Representations, Warranties, and Disclaimers.

a) Mutual Representations. Each party represents and warrants to the other party that (i) it has full power and authority under all relevant laws and regulations and is duly authorized to enter into this Agreement; and (ii) to its knowledge, the execution, delivery and performance of this Agreement by such party does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any law or regulation of any court, governmental body or administrative or other agency having jurisdiction over it.

b) Additional Customer Representations and Warranties. Customer hereby represents and warrants to NEOGOV that: (1) Customer and Authorized Users have all necessary rights and authority to upload Customer Data to the Service without violating any third party's proprietary or privacy rights, including intellectual property rights; (2) Customer Data does not contain any viruses, worms, Trojan horses, or other harmful or destructive code or content; and (3) Customer will use the Service in compliance with all laws, rules, regulations, and this Agreement.

c) Service Performance Warranty. NEOGOV warrants that it provides the Services using a commercially reasonable level of care and skill and in a professional manner in accordance with generally recognized industry standards for similar services.

d) No Other Warranty. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS WARRANTY SECTION, THE SERVICES AND ANY OTHER INFORMATION ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. NEOGOV DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NEOGOV DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE, OR THAT ANY ERROR WILL BE CORRECTED.

e) Disclaimer of Actions Caused by and/or Under the Control of Third Parties. NEOGOV DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE NEOGOV SYSTEM AND OTHER PORTIONS OF THE

INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH NEOGOV WILL USE COMMERCIALLY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, NEOGOV CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, NEOGOV DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS OR WITH RESPECT TO ANY THIRD PARTY SERVICES.

f) No Medical Advice. Through certain Services, NEOGOV may make certain telehealth related information available to Customer and/or facilitate user access to telemedicine, expert medical services, and/or emergency medical services. NEOGOV is independent from healthcare providers who provide telemedicine services and is not responsible for such healthcare providers' acts, omissions or for any content or communications made by them. The Services do not provide medical advice and do not create a healthcare provider/patient relationship between Customer and NEOGOV or otherwise. Any Services, or content accessed from the Services, are for informational purposes only and do not constitute medical advice. Customer should seek professional medical advice, diagnosis, and/or treatment for any and all medical conditions, whether as a result of using Services or otherwise. NEOGOV IS NOT RESPONSIBLE OR LIABLE FOR ANY ADVICE, COURSE OF TREATMENT, DIAGNOSIS OR ANY OTHER TREATMENT OR INFORMATION THAT CUSTOMER OR ITS USERS MAY OBTAIN THROUGH THE USE OF THE SERVICES.

14. Indemnification.

a) Customer Indemnity. To the extent permitted by applicable law, Customer will defend and indemnify NEOGOV from and against any claim, demand, suit or proceeding made or brought against NEOGOV (i) by a third party alleging that any Customer Data infringes or misappropriates such third party's intellectual property rights, (ii) in connection with Customer's violation of any applicable laws, or (iii) any claim or allegation by any third party resulting from or related to Customer's or any of its Authorized User's breach of Section 3 of this Agreement.

b) NEOGOV Indemnity. Subject to subsections 14(b)(i) through 14(b)(iii) and 14(c) of this Section, if a third party makes a claim against Customer that any NEOGOV intellectual property furnished by NEOGOV and used by Customer infringes a third party's intellectual property rights, NEOGOV will defend the Customer against the claim and indemnify the Customer from the damages and liabilities awarded by the court to the third-party claiming infringement or the settlement agreed to by NEOGOV.

i) Alternative Resolution. If NEOGOV believes or it is determined that any of the Services may have violated a third party's intellectual property rights, NEOGOV may choose to either modify the Services to be non-infringing or obtain a license to allow for continued use. If these alternatives are not commercially reasonable, NEOGOV may end the subscription or license for the Services and refund a pro-rata portion of any fees covering the whole months that would have remained, absent such early termination, following the effective date of such early termination.

ii) No Duty to Indemnify. NEOGOV will not indemnify Customer if Customer alters the Service or Service Specifications, or uses it outside the scope of use or if Customer uses a version of the Service or Service Specifications which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Services or Service Specifications which was provided to Customer, or if the Customer continues to use the infringing material after the subscription expires. NEOGOV will not indemnify the Customer to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by NEOGOV. NEOGOV will not indemnify Customer for any portion of an infringement claim that is based upon the combination of Service or Service Specifications with any products or services not provided by NEOGOV. NEOGOV will not indemnify Customer for infringement caused by Customer's actions against any third party if the Services as delivered to Customer and used in accordance with the terms of the Agreement would not otherwise infringe any third-party intellectual property rights.

iii) Exclusive Remedy. This Section provides the exclusive remedy for any intellectual property infringement claims or damages against NEOGOV.

c) Indemnification Procedures. In order to receive the indemnities described hereunder, the indemnified party must: (i) promptly notify the indemnifying party, in writing, of any claim; (ii) cooperate reasonably with indemnifying party, at the indemnifying party's expense, in the defense and/or settlement thereof; and (iii) allow the indemnifying party to control the defense and/or settlement thereof except that the indemnifying party may not, without the indemnified party's prior written consent, enter into any settlement that does not unconditionally release the indemnified party from liability. The indemnified party shall have the right to participate in any defense of a claim and/or to be represented by counsel of

its own choosing at its own expense, provided that ultimate control of such defense shall remain solely with the indemnifying party.

15. Limitations of Liability.

    a) EXCLUSION OF DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, INCLUDING FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (b) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SERVICES; (c) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (d) COST OF REPLACEMENT GOODS OR SERVICES; (e) LOSS OF GOODWILL, LOSS OF BUSINESS OPPORTUNITY OR PROFIT, OR LOSS OF REPUTATION; OR (f) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

    b) CAP ON MONETARY LIABILITY. EXCEPT FOR DAMAGES ARISING OUT OF LIABILITY WHICH CANNOT BE LAWFULLY EXCLUDED OR LIMITED, OR CUSTOMER'S OBLIGATIONS TO MAKE PAYMENT UNDER THIS AGREEMENT, THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY FOR ANY AND ALL CLAIMS AGAINST THE OTHER PARTY UNDER THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL NOT EXCEED THE AMOUNT OF ALL PAYMENTS ACTUALLY RECEIVED BY NEOGOV FROM CUSTOMER IN CONNECTION WITH THIS AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE DATE OF THE FIRST EVENT INITIALLY GIVING RISE TO SUCH LIABILITY. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT.

16. Reimbursement of Costs in Third Party Litigation. With respect to any litigation or other court proceeding involving Customer and a third party, if any subpoena or other legally binding request related to such litigation or court proceeding is served to NEOGOV requesting copies of documents maintained by NEOGOV or otherwise requesting NEOGOV to appear as a witness in any capacity or provide testimony with respect to Customer's documentation, Customer shall reimburse NEOGOV for its out-of-pocket costs associated with compliance with such request, including but not limited to NEOGOV's reasonable attorneys' fees.

17. EOL Products. NEOGOV may, in its discretion, at certain times elect to discontinue development, distribution and/or support of any Service or any elements or versions of any Service, and thereby designate such Service or elements or versions as end of life ("EOL"). In the event that NEOGOV elects to announce EOL for any Service, NEOGOV will provide six (6) months prior notice. Customer will have a period of six (6) months after receipt of such notice to upgrade to the last commercially available (non-EOL) version of the Service, if applicable, or otherwise following the expiration of such six (6) month period, the Service shall be deemed terminated without penalty and a pro rata refund shall be provided to Customer for the remaining term of the Service. During the 6-month notice period, Customer may continue exercising all of the rights set forth in this Agreement with respect to such EOL Service.

18. Text Message Communications. NEOGOV may offer Personnel the opportunity to receive text messages regarding job application or hiring process reminders, applicant status updates, or other human resource related notices. Since these text message services depend on the functionality of third-party providers, there may be technical delays on the part of those providers. NEOGOV may make commercially reasonable efforts to provide alerts in a timely manner with accurate information, but cannot guarantee the delivery, timeliness, or accuracy of the content of any alert. NEOGOV shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert. NEOGOV cannot vouch for the technical capabilities of any third parties to receive such text messages. To the extent you utilize text messaging features, NEOGOV shall not be responsible for your use of such features, and you shall indemnify NEOGOV with respect to any damages resulting from your use including but not limited any violations of applicable law. NEOGOV MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY, OR IMPLIED AS TO: (a) THE AVAILABILITY OF TELECOMMUNICATION SERVICES; (b) ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND (c) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS, OR SETTINGS CONNECTED WITH THE SERVICES.

19. Publicity. Unless otherwise provided in the applicable Order Form, NEOGOV may identify Customer as one of its customers and use Customer's logo for such purposes, subject to any trademark usage requirements specified by Customer.

20. Force Majeure. Except for Customer's payment obligations to NEOGOV, neither party shall be liable for any damages, costs, expenses or other consequences incurred by the other party or by any other person or entity for any act, circumstance, event, impediment or occurrence beyond such party's reasonable control, including, without limitation: (a) acts of God; (b) changes in or in the interpretation of any law, rule, regulation or ordinance; (c) strikes, lockouts or other labor problems; (d) transportation delays; (e) unavailability of supplies or materials; (f) fire or explosion; (g) riot, pandemic, military action or usurped power; (h) actions or failures to act on the part of a governmental authority; (i) internet service interruptions or slowdowns, vandalism or cyber-attacks, or (j) any other cause beyond the reasonable control of such party.

21. Independent Contractor; No Third Party Beneficiary; Fulfillment Partners. The relationship of the parties shall be deemed to be that of an independent contractor and nothing contained herein shall be deemed to constitute a partnership between or a joint venture by the parties hereto or constitute either party the employee or agent of the other. Customer acknowledges that nothing in this Agreement gives Customer the right to bind or commit NEOGOV to any agreements with any third parties. This Agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to any such party whether referred to herein or not. NEOGOV may designate any third-party affiliate, or other agent or subcontractor (each a "Fulfillment Partner"), without notice to, or the consent of, Customer, to perform such tasks and functions to complete any Services.

22. Entire Agreement; Amendment; Addendum. This Services Agreement, the Exhibits hereto, each Addendum (as may be applicable pursuant to the terms therein) and documents incorporated herein, the applicable Order Form, and Special Conditions (if any) constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous oral and written statements of any kind whatsoever made by the parties with respect to such subject matter. It is expressly agreed that the terms of this Agreement and any NEOGOV Order Form shall supersede the terms in any non-NEOGOV purchase order or other ordering document. Notwithstanding the foregoing, any conflict of terms shall be resolved by giving priority in accordance with the following order: 1) Special Conditions (if any), 2) NEOGOV Order Form, 3) the NEOGOV Services Agreement, and 4) incorporated documents (including the Exhibits and each applicable Addendum). This Agreement supersedes the terms and conditions of any clickthrough agreement associated with the Services. This Agreement may not be modified or amended (and no rights hereunder may be waived) except through a written instrument signed by the parties to be bound. If you are subscribing for the HRIS, Vetted, or PowerEngage Platform, you hereby specifically agree to the terms of the applicable Addendum set forth on the NEOGOV Site. In addition, certain Services may disclose the use of artificial intelligence, in which case, Customer hereby agrees to the terms of the AI Addendum set forth on the NEOGOV Site.

23. General.

    a) Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the state of California, without giving effect to conflict of law rules. Any legal action or proceeding relating to this Agreement shall be instituted only in any state or federal court in Los Angeles, California.

    b) Severability. If any provision of this Agreement is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement will continue in full force and effect. Provisions that survive termination or expiration are those relating to, without limitation, accrued rights to payment, acknowledgements and reservations of proprietary rights, confidentiality obligations, warranty disclaimers, and limitations of liability, and others which by their nature are intended to survive.

    c) Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given either when personally delivered, one (1) business day following delivery by recognized overnight courier or electronic mail, or three (3) business days following deposit in the U.S. mail, registered or certified, postage prepaid, return receipt requested. All such communications shall be sent to (i) Customer at the address set forth in the Order Form and (ii) NEOGOV at the address specified in the applicable Order Form.

    d) Waiver. The waiver, express or implied, by either party of any breach of this Agreement by the other party will not waive any subsequent breach by such party of the same or a different kind. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which taken together shall constitute one and the same instrument.

    e) Electronic Delivery. Delivery of a copy of this Agreement or an Order Form bearing an original signature by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature.

f) Assignment. Customer may not assign this Agreement without the express written approval of NEOGOV Any attempt at assignment in violation of this Section shall be null and void.

g) Construction. The parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits, addendum, schedules, attachments, and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.

h) Subcontractors. For purposes of this Agreement, including any subsequent documentation requested by Customer pursuant to this Agreement, the term "subcontractors" shall exclude subcontractors (i) who perform routine software development and maintenance services which are not specific to the Customer, (ii) subcontractors who will not have any access to Customer Data, and (iii) subcontractors who have access to Customer Data solely within NEOGOV's or Customer's systems.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers as of the date set forth below, and consent to the Agreement.

Customer	**GovermentJobs.com, Inc. (D/B/A/ NEOGOV), on behalf of itself and its subsidiaries PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360)**
Entity Name:	
Signature: _____	Signature: _____
Print Name:	Print Name:
Date:	Date:

Exhibit A
Government Customer Addendum

If Customer is a Government Customer, the following Government Customer Addendum ("Government Addendum") forms part of the Services Agreement, and in the case of any conflict or inconsistency between the terms and provisions of this Addendum and any other provision of the Services Agreement, the terms of this Government Addendum shall control. For purposes hereof, a "Government Customer" means a Customer which is a (a) U.S. Federal agency, (b) state government, agency, department, or political subdivision (including a city, county or municipal corporation), or (c) instrumentality of any of the foregoing (including a municipal hospital or municipal hospital district, police or fire department, public library, park district, state college or university, Indian tribal economic development organization, or port authority).

1. **Applicability**. The provisions of this Addendum shall apply only if Customer is a Government Customer under the Services Agreement.

2. **Termination for Non-Appropriation of Funds on Multi-Year Deals**. Customer represents that it has received sufficient appropriation of funds by the applicable legislature (or other appropriate governmental body) ("Governmental Appropriation") for the first year of the term of any Order Form executed by Customer (the "First Year" and all such years following the First Year which are included in the term of an Order Form, the "Future Years"). If Customer is subject to federal, state or local law which makes Customer's financial obligations under this Services Agreement contingent upon Governmental Appropriation, and if such funds are not forthcoming or are insufficient due to failure of such Governmental Appropriation, then Customer will have the right to terminate the then remaining portion of any Future Years under the Services Agreement at no additional cost and with no penalty by giving prior written notice documenting the lack of funding. Customer will provide at least thirty (30) days advance written notice of such termination. Customer will use reasonable efforts to ensure appropriated funds are available. It is expressly agreed that Customer shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its fiscal operations. If Customer terminates the Services Agreement under this Section 2, Customer agrees not to replace the Services with functionally similar products or services for a period of one year after the termination of the Services Agreement.

3. **Indemnification**. If Customer is prohibited by federal, state or local law from agreeing to hold harmless or indemnify third parties, Section 14(a) and the indemnification provision included in Section 18 of the Services Agreement shall not apply to Customer, to the extent disallowed by applicable law.

4. **Open Records**. If the Customer is subject to federal or state public records laws, including laws styled as open records, freedom of information, or sunshine laws ("Open Records Laws") the confidentiality requirements of Section 12 of the Services Agreement apply only to the extent permitted by Open Records Laws applicable to the Customer. This Section is not intended to be a waiver of any of the provisions of the applicable Open Records Laws, including, without limitation, the requirement for the Customer to provide notice and opportunity for NEOGOV to assert an exception to disclosure requirements in accordance with the applicable Open Records laws.

5. **Cooperative Purchasing**. As permitted by law, it is understood and agreed by Customer and NEOGOV that any (i) federal, state, local, tribal, or other municipal government (including all administrative agencies, departments, and offices thereof); (ii) any business enterprise in which a federal, state, local, tribal or other municipal entity has a full, majority, or other controlling interest; and/or (iii) any public school (including without limitation K-12 schools, colleges, universities, and vocational schools) (collectively referred to as the "New Entity") may purchase the Services specified herein in accordance with the terms and conditions of this Agreement. It is also understood and agreed that each New Entity will establish its own contract with NEOGOV, be invoiced therefrom and make its own payments to NEOGOV in accordance with the terms of the contract established between the New Entity and NEOGOV. With respect to any purchases by a New Entity pursuant to this Section, Customer: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of NEOGOV, or such New Entity; (ii) shall not be obligated, liable or responsible for any order made by New Entities or any employee thereof under the agreement or for any payment required to be made with respect to such order; and (iii) shall not be obliged, liable or responsible for any failure by any New Entity to comply with procedures or requirements of applicable law or to obtain the due authorization and approval necessary to purchase under the agreement. Termination of this Agreement shall in no way limit NEOGOV from soliciting, entering into, or continuing a contractual relationship with any New Entity. Any New Entity who purchases Services under this Section hereby represents that is has the authority to use this Services Agreement for the purchase and that the use of the Services Agreement for the purchase is not prohibited by law or procurement regulations applicable to the New Entity.

Exhibit B
Integration Terms Addendum

NEOGOV offers integrations and platform APIs for integrations to third party systems ("Integration Services"). Customer may use only those Integration Services purchased or subscribed to as listed within the NEOGOV Order Form. The following terms (the "Integration Terms Addendum") shall apply to the extent that Customer utilizes a system integration between the Services and either: (a) an affiliated integrated service, including those found at https://api.neogov.com/connect/marketplace.html ("Affiliated API") or to the extent that Customer utilizes a system integration between the Services and an unaffiliated third-party service ("Customer Application") integrated using NEOGOV's open API ("Open API"). Integration Services are not available for HRIS Services and this Exhibit B shall not apply to HRIS Services.

1. Provision of Integrations. Subject to and conditioned on compliance with all terms and conditions set forth in this Agreement, NEOGOV hereby grants Customer a limited, revocable, non-exclusive, non-transferable, non-sublicensable license during the applicable Term to use and/or access the Affiliated API as described in this Agreement, or the Open API for communication between Customer's human resource related third application(s) that will interoperate with NEOGOV Services (collectively these uses shall be referred to as the "API" or "Integration"). Customer acknowledges there are no implied licenses granted under this Agreement. NEOGOV reserves all rights that are not expressly granted. Customer may not use the API for any other purpose without our prior written consent. Customer may not share the API with any third party, must keep the API and all log-in information secure, and must use the API key as Customer sole means of accessing the API.

2. Integration Intellectual Property. All right, title, and interest in the API and any and all information, data, documents, materials, inventions, technologies, know-how, descriptions, requirements, plans, reports, works, intellectual property, software, hardware, systems, methods, processes, and inventions, customizations, enhancements, improvements and other modifications based on or derived from the API are and will remain, as appropriate, with NEOGOV. All right, title, and interest in and to the third-party materials, includingall intellectual property rights therein, are and will remain with their respective third-party rights holders subject to the terms and conditions of the applicable third-party license agreements. Customer has no right or license with respect to any third-party materials except as expressly licensed under such third-party license agreements.

3. Integration Terms of Use. Except as expressly authorized under this Agreement, you may not remove any proprietary notices from the API; use the API in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property rightor other right of any person, or that violates any applicable law; combine or integrate the API with any software, technology, services, or materials not authorized by NEOGOV; design or permit Customer Application(s) to disable, override, or otherwise interfere with any NEOGOV-implemented communications to end users, consent screens, user settings, alerts, warning, or the like; use the API in any of Customer Application(s) to replicate or attempt to replace the user experience of the Services; or attempt to cloak or conceal Customer identity or the identity of Customer Application(s) when requesting authorization to use the API.

4. Customer Integration Responsibilities. Customer, Customer developed web or other software services or applications, and Customer third-party vendors that integrate with the API (collectively the "Customer Applications"), shall comply with all terms and conditions of this Agreement, all applicable laws, rules, and regulations, and all guidelines, standards, and requirements that may be posted on https://api.neogov.com/connect/index.html from time to time. In addition, Customer will not use the API in connection with or to promote any products, services, or materials that constitute, promote, or are used primarily for the purpose of dealing in spyware, adware,or other malicious programs or code, counterfeit goods, items subject to U.S. embargo, unsolicited mass distribution of email ("spam"),multi-level marketing proposals, hate materials, hacking, surveillance, interception, or descrambling equipment, libelous, defamatory, obscene, pornographic, abusive, or otherwise offensive content, stolen products, and items used for theft, hazardous materials, or any illegal activities.

5. Cooperation. If applicable, Customer shall timely provide such cooperation, assistance, and information as NEOGOV reasonably requests to enable the API. NEOGOV is not responsible or liable for any late delivery or delay or failure of performance caused in wholeor in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement. NEOGOV will provide Customer maintenance and support services for API issues arising from the information technology designed, developed, and under then current control of NEOGOV. NEOGOV shall have no obligation to provide maintenance or support for issues arising from the inaction or action of Customer or third parties of which are outside NEOGOV control.

6. Provision of Open API. In the event license fees or other payments are not due in exchange for the right to use and access the Open API, you acknowledge and agree that this arrangement is made in consideration of the mutual covenants set forth

in this Agreement, including, without limitation, the disclaimers, exclusions, and limitations of liability set forth herein. Notwithstanding the foregoing, NEOGOV reserves the right to charge for access with effect from the start of each Renewal Term by giving Customer at least ninety (90) day notice prior to commencement of a Renewal Term.

7. API Key. In order to use and access the Open API, you must obtain an Open API key through the registration process. Customer agreesto monitor Customer Applications for any activity that violates applicable laws, rules and regulation, or any terms and conditions of this Agreement, including any fraudulent, inappropriate, or potentially harmful behavior. This Agreement does not entitle Customer to any support for the Open API. You acknowledge that NEOGOV may update or modify the Open API from time to time and at our sole discretion and may require you to obtain and use the most recent version(s). You are required to make any such changes to Customer Applications that are required for integration as a result of such Update at Customer sole cost and expense. Updates may adversely affect how Customer Applications communicate with the Services.

8. Efficient Processing. You must use efficient programming, which will not cause an overwhelming number of requests to be made in too short a period of time, as-determined solely by NEOGOV. If this occurs, NEOGOV reserves the right to throttle your API connections,or suspend or terminate your access to the Open API. NEOGOV shall use reasonable efforts to provide Customer notice and reasonable time to cure prior to taking such actions.

9. Open API Limitations. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL NEOGOVBE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICTLIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY DIRECT, LOST PROFITS, LOST OR CORRUPTED DATA, COMPUTER FAILURE OR MALFUNCTION, INTERRUPTION OF BUSINESS, OR OTHER SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THE USE OR INABILITY TO USE THE OPEN API; OR ANY DAMAGES, IN THE AGGREGATE, IN EXCESS OF FIFTY DOLLARS, EVEN IF NEOGOV HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES AND WHETHER OR NOT SUCH LOSS OR DAMAGES ARE FORESEEABLE OR NEOGOV WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE BROUGHT WITHIN ONE YEAR AFTER THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH CLAIM.

10. Open API Termination. Notwithstanding the additional Termination rights herein, NEOGOV may immediately terminate or suspend Customer access to Open APIs in our sole discretion at any time and for any reason, with or without notice or cause. In addition, your Open API subscription will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement.

Financial Standing Letter
and
KPMG Audit

NEOGOV PowerDMS by NEOGOV NEOED

OMNIA Partners

5001 Aspen Grove Drive

Franklin, TN 37067

June 18, 2025

Dear Sir/Madam,

This letter is to inform you of the reasoning we have provided our letters from our auditors in lieu of our Financial Statements. Our Financial Statements are highly confidential and as we are a privately held institution, they are not disclosed publicly. In our auditor's letter, issued by an independent public accountant of recognized national standing, they are required to disclose a risk of going concern if they believed there to be any. Since they did not, with the auditor's letter you can deduce that NEOGOV is solvent and there is no risk at that point in time that the company would cease operations.

As further indication of our financial standing, scale, and stability, NEOGOV has been in business for over 25 years and serves over 10,000 US government agencies. In addition, the Company is majority owned by and enjoys the financial backing and support of Warburg Pincus and The Carlyle Group, two of the world's most preeminent investment firms that together manage over $400 billion of assets.

By providing the auditor's letter and additional context around our business, we accomplish both the reassurance you need with our financial position as well as the confidentiality we need as a privately held company.

We look forward to our partnership together,

Alex Chun
Chief Financial Officer

KPMG LLP
Suite 1500
550 South Hope Street
Los Angeles, CA 90071-2629

Independent Auditors' Report

The Board of Directors
Lobos Parent, Inc.:

Opinion

We have audited the consolidated financial statements of Lobos Parent, Inc. and its subsidiaries (the Company), which comprise the consolidated balance sheets as of December 31, 2023 and 2022, and the related consolidated statements of operations and comprehensive loss, stockholders' equity, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2023 and 2022, and the results of its operations and its cash flows for the years then ended in accordance with U.S. generally accepted accounting principles.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Consolidated Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with U.S. generally accepted accounting principles, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for one year after the date that the consolidated financial statements are issued.

Auditors' Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

KPMG LLP, a Delaware limited liability partnership and a member firm of the KPMG global organization of independent member firms affiliated with KPMG International Limited, a private English company limited by guarantee.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

KPMG LLP

Los Angeles, California
April 26, 2024

IMPLEMENTATION PLAN

NEOGOV

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Proposed HRIS Implementation

To achieve project success and to ensure both effective and timely implementation of your system, NEOGOV utilizes a dedicated professional services team and a tested and proven implementation approach. This approach is designed to provide the most efficient and effective implementation while producing maximum user adoption and ongoing project success.

As part of the implementation process, NEOGOV utilizes a pod implementation approach that effectively manages and streamlines the implementation. For all implementations, NEOGOV is proud to offer implementation experts who will be specifically tasked with working on your project for the duration of your system implementation experience.

HRIS Full Suite Team (3-4 Modules)

- Project Manager
- CoreHR Implementation Consultant
- Benefits Implementation Consultant
- Time & Attendance Implementation Consultant
- Payroll Implementation Consultant
- Data/EDI Specialist

Adhoc Team (1-2 Modules)

- Project Manager
- Implementation Consultant(s)
- Data/EDI Specialist

Kickoff

During the project kickoff you will meet your assigned Project Manager to review roles, responsibilities, and expectations of the project partnership. Your Project Manager will begin to gather some initial information about your organizational priorities, needs and expected outcomes.

Data Consultation/Education

Prior to beginning your implementation it's important to understand the data needs of the HRIS system and the implementation in general. To ensure that you are prepared to make decisions around your data and data gathering a data consultation will take place. During this consultation we will review the organizational model requirements of HRIS and how these data attributes drive in cross-functional modules. If you are already active with a NEOGOV product, we will assess this data to advise on any possible adjustments needed to make your data compatible with HRIS. Key decision makers and internal data representatives should be present for this discussion. At the conclusion of this discussion your internal teams may begin to work through data extraction from legacy systems.

Discovery

The Discovery phase of the project is the most critical phase of the project as it is during this phase that your system requirements are defined. It is important that key stakeholders from your organization are present to ensure that clear and accurate details are captured.

Examples of key stakeholders who should be involved are Human Resources, Payroll, Finance, Benefits Admin and IT. Discovery sessions will take place 2x weekly until all aspects of the purchased products

have been thoroughly vetted.

Data

At the conclusion of the Discovery phase, you will move into the Data phase of the project. During this phase your assigned Data Specialist will begin to work with your organization to collect the initial seed data needed to support your implementation. It is important that clean accurate data is provided as the data sent to your system sets the stage for the subsequent configuration. Active implementation cannot begin until the seed data has been loaded and validated by your organization.

Scope

Now that requirements and data gathering have been completed, your implementation team can define the project scope and finalize the project timeline. Your project scope will outline the configuration plan for each product and the expected timeline to complete the configuration, testing and launch of the system. Upon sign off of the Scope and Timeline you will move into Active Implementation.

Active Implementation

Your implementation team will now be focused on executing your system requirements. Active Implementation is all about system configuration, IC level testing and admin training. During this stage of the implementation, you will continue to meet with your team weekly for status updates, set up review and training to prepare for Testing/Parallels.

Additionally, the remaining required data needed to send the system must be delivered for importing. It is important to note that it is not uncommon that during this phase of the project additional clarification and/or details may be requested.

Testing/Parallels

We have now reached the exciting step of seeing our work come together. It's time for your organization to begin to test the configuration and functionality of the purchased products. During this phase of the project, we will complete parallels against legacy system to ensure that all aspects of the system are calculating and operating as expected. This phase of the project is an extremely hands-on phase for your organization. Key stakeholders for your Human Resources, Payroll, Finance, Benefits and IT should be included in the testing and parallels process. It is at the conclusion of this stage that a Go - No Go Decision is made.

Pre-Launch

If we have made it to Pre-Launch, we have cleared our success criteria and we are ready to deploy your system build to your production environment. It is at this point that you will most likely need to generate and provide refreshed employee-related data files to seed your production system with the most up to date data from your legacy systems. Rapid turnaround of this data will reduce gaps in your data and delays in your launch. Black out for data process will begin and all changes to TMS and/or HRIS will be held for post black out processing. Any final setup refinements may be completed.

Launch

We are now positioned for LAUNCH! Your build will be deployed to your production environment and your refreshed data files will be loaded to your production environment. Your implementation team will complete some final production level setup tasks, production level testing and HRIS/TMS integration. Once complete you will process your held changes, and your internal rollout process may begin. Shortly after launch you will start using NEOGOV to capture Time activity and process your 1st payroll. You will

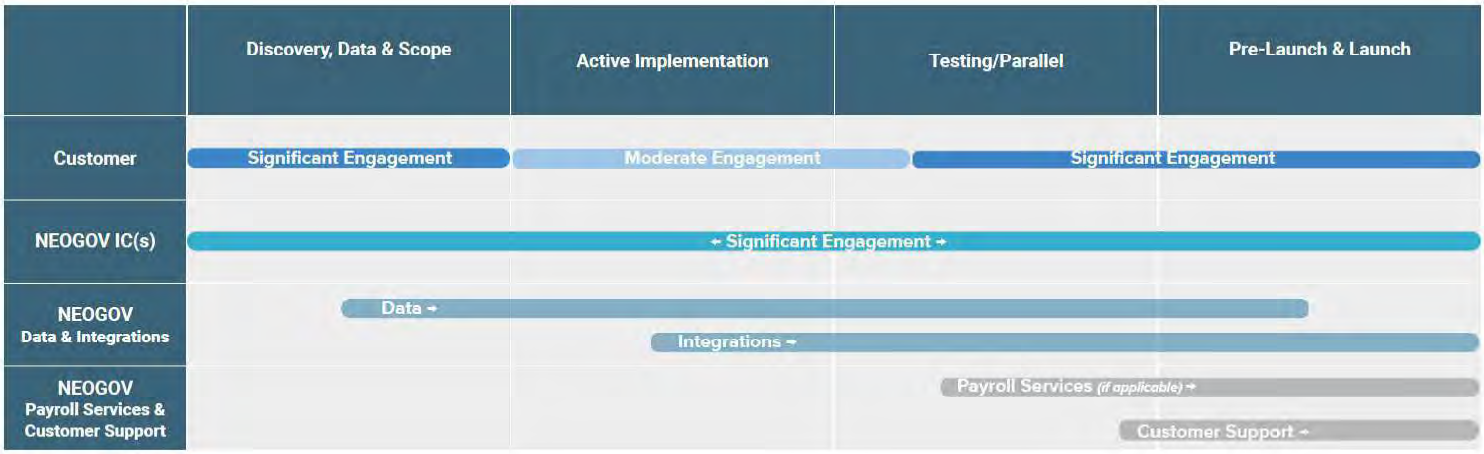
remain w/your implementation team for appx. 30-days post Go Live.

Customer Support

After your implementation has been completed and you have successfully processed appx 2-3 active payrolls you will now be ready to transition to NEOGOV Customer Support. NEOGOV Support will become your day-to-day contact and aid as needed.

Project Commitment

Implementation of any software is a significant and sensitive commitment for all parties. It's important to ensure that all key stakeholders and subject matter experts can be fully invested during the project. Avoiding competing initiatives, significant absences of key resources and timely delivery of information and decisions will ensure project milestones are met and overall project timeline integrity is maintained. NEOGOV provides you with a dedicated team during your assigned project period and significant delays to the project can affect the availability of these resources outside the planned project period. As illustrated below, NEOGOV resources remain fully dedicated to the project during the project period. Customer engagement during the project period, while constant, is significantly higher during the beginning and end phases.



Who We Will Bring

Account Executive (AE)

- Ensure alignment with contractual agreements
- Future product and integration contracts
- Ensure overall satisfaction it is met in your product purchase.

Project Manager

- Manage project scope, risks, and timelines
- Schedule and leads project meetings
- Serve as the primary contact throughout implementation

Implementation Consultant(s)

- Data Specialist & Product Subject Matter Expert for each purchased product
- Support working sessions, validates configuration and supports training throughout

implementation

- Provide guidance on HRIS product implementation & best practices for implementing products
- Serve as the secondary contact throughout implementation

Who You Should Bring

Project Sponsor

- Responsible for overall success of the project
- High-level engagement throughout project
- Authority to drive internal prioritization to maintain project timeline integrity
- Internal and external resource for project risks

Project Lead/Owner

- Facilitate internal discussion and fact gathering to support requirements gathering
- Ensure accountability for on-time deliverables for all members of your project team
- Manage deliverables to ensure overall project timeline integrity is being met
- Coordinate project team and ensures tasks are completed on time
- Attend all scheduled meetings

Project Team

- Project Team should include a SME from each area of your operation
- Human Resources/Benefits Administration/Payroll/Finance/IT/Data
- Provide requested details on all operational processes and functional needs of the system
- Participate in all project calls

Proposed TMS Project Implementation

Overview

To achieve a high level of project success, and to ensure both an effective and timely implementation for our agencies, NEOGOV utilizes a dedicated professional services team and a tested and proven implementation approach. This approach has been continually refined and is designed to provide the most efficient and effective implementation while producing maximum user adoption and ongoing project success.

As part of the implementation process, NEOGOV incorporates a staged implementation approach which is designed to effectively manage and streamline the process. This staged implementation approach is in the style of train the trainer. For all implementations, NEOGOV is proud to offer an implementation expert to facilitate the process.

Agency Staffing Requirements

Per implementation, customers are responsible for organizing a team consisting of at least one project manager and one system administrator who will work with agency staff and NEOGOV during the project. The project manager should be familiar with project plans and understand the tasks associated with managing a team, working with a timeline, and interacting with an external vendor. The system administrator is typically a Human Resources staff member who is familiar with internal processes (recruitment, training and development, new hire orientation, etc.).

NEOGOV recommends **1-3** primary system administrators, with **1-2** back-ups in the event of vacation, leave, etc. The system administrator(s) should attend all status check-ins with the NEOGOV implementation consultant. You may include IT in these meetings, but this is optional.

The system administrator(s) should be familiar with using a computer and Google Chrome. Within the team there should be an understanding of the existing processes as the team will be responsible for reviewing and revising, where necessary, the existing processes to incorporate NEOGOV

Before You Begin

Prior to the scheduled project kick-off meeting, the NEOGOV Implementation Consultant will deliver a series of documents to the customer Project Manager, including the Implementation Workbook, access to GuideCX (project management platform) and the Pre- Implementation Questionnaire. These provide a checklist of each of the tasks, responsibilities, and timelines associated with each of the deliverables.

NEOGOV recommends a weekly status check-in between the Implementation Consultant and customer Project Manager and System Administrator(s) to review accomplished activities, completed deliverables, upcoming deliverables, and functionality questions.

At the kick-off meeting, NEOGOV will review the project implementation timeline with the customer and both parties will agree upon a Go-Live date. This meeting is used to clearly define the roles, responsibilities, deliverables, and tasks as laid out in this proposal, in addition to presenting a high- level overview of the system.

Contingency timeframes are always incorporated into the project plan to allow for some project timeline fluctuation. Each of the major deliverables in the timeline incorporates roughly a **10%** contingency estimate added to each activity. Based on the overall timeline requirements and NEOGOV's extensive history working with public sector and education agencies delivering this type of solution, we are confident that the timeline (including safe contingency planning estimates) will be successfully completed on time and within budget.

Depending on the product being implemented, the implementation process can take anywhere from **8-15** weeks, depending on how many varying processes the organization utilizes as well as time commitment from the system administrator(s).

A NEOGOV implementation consultant is assigned to your implementation and will serve as your point of contact to answer any of your questions and provide guidance. Your consultant will serve as your subject matter expert and is available to help and provide best practice advice on system functionality throughout the project.

Internal Process Analysis

Before the project kick-off, it is important to consider your processes. Having your processes defined will help determine how you will configure your system, as well as help your NEOGOV implementation consultant know which features to utilize to achieve your process goals. General questions to consider:

- Are you centralized or decentralized?
- Do managers play any part of the process?
- Are you looking to re-do any or all parts of your processes?
- Do you have buy in from your unions, end-users, executive teams, etc?

- How are you currently processing employees?
- What is your end goal with implementing NEOGOV?
- How are you planning on managing your data?
- Do you have a system or records?

NEOGOV has included the implementation timeline and deliverables in the Sample Implementation timeline below. Please note that the steps may vary per product. This proven installation approach is as follows:

Stage I Project Kick- Off

This stage consists of the project kick-off call that should be attended by the customer project manager, system administrators, and any other stakeholders responsible for configuring the system.

During this stage you will review your findings from the Internal Process Analysis step (see above) as well as system goals with your dedicated NEOGOV Implementation Consultant.

This will assist your NEOGOV implementation consultant to be equipped with details about your process to advise you on the best, most relevant configuration options for your system. In addition, this allows us the opportunity to work with you to identify areas of workflow improvements that we can suggest to ensure you get the most possible out of the project.

Meeting Agenda

- Introductions
- Overview of System
- Discussion of Project Timeline and GuideCX
- Discussion of System Administration Training and Train the Trainer sessions
- Discussion of Project Roles and Assignments
- Discussion of Community (online training center)
- Review Pre-Implementation Questionnaire
- Question and Answer

After the kick-off meeting, your NEOGOV implementation consultant will send you your login credentials.

Data Gathering

To further set your team up for success, NEOGOV recommends a data gathering phase after your kick-off call. Use this time to gather all forms and materials needed for the implementation.

Stage II System Configuration

During this stage the customer system administrators are responsible for dedicating time to learn and configure the product, with the guidance of your NEOGOV Implementation Consultant. With our train the trainer approach, it is vital for the system administrator(s) to commit to learning the system, which will ultimately set your team up for success. With this approach, our customers become Subject Matter Experts themselves and will be self- sufficient after Go-Live.

Self-Paced System Training

In addition to the guidance provided by our in-house Implementation Consultant, NEOGOV also provides online user guides and tutorials to assist you in the set-up of the system and management of the project. Additional training includes:

- Online User Guides – The online user guides cover in-detail the capability, functionality, and linking throughout the system. The user guides are broken down by topic for ease of use. The user guides are available on any NEOGOV screen by clicking the 'Help and Feedback' link. The online user guides function much like standard help guides wherein the help documentation is available online and interactive including text and topic searching, indexes throughout the document.
- Tutorials – NEOGOV offers a series of video tutorials that progress sequentially for an intuitive learning experience. It is recommended to watch all modules to learn the full functionality of the system. Your NEOGOV implementation consultant will direct you to specific tutorials throughout the system configuration phase. Each of these series include multiple modules covering a range of common actions.

Configuration

With the assistance of your NEOGOV Implementation Consultant and using the tutorials and online user guide as a reference, you will configure the system. Depending on which product you are implementing, you will configure various features.

Your NEOGOV implementation consultant will advise you with best practices to create streamlined and automated processes.

Stage III System Validation

Upon completion of configuration, you will begin system validation, during which your system administrator(s) will test all aspects of your system. This stage is vital to the success of your deployment of NEOGOV.

Test System

A thorough system validation ensures that the system is configured and ready to support the needs of your organization. Your Implementation Consultant will review the system validation process with you once you have completed configuration.

We encourage you to be intensely engaged and creative. As you test, consider various scenarios that might arise. Once testing is complete, your Implementation Consultant will review the test results with you and help advise on how to adjust any necessary settings before moving on.

Employee Data Import (Optional)

Part of the system validation stage is the Employee Data Import. This step is to upload your existing employee population into the NEOGOV system. Depending on which product you implement, this is an optional step as it is not required to have all existing employees in the system.

Your NEOGOV implementation consultant will provide you with an Employee Workbook with the following fields:

- Employee Name
- Employee Number
- Email Address

- Start Date
- Department Code and Title
- Division Code and Title
- Class Code and Title
- Position Code and Title
- Direct Manager Employee Number

Once received, your NEOGOV implementation consultant will import your data into NEOGOV.

Stage IV - Deployment

During this stage you will attend the production review call to wrap up the implementation, activate your users, conduct end-user training for managers and HR staff that will be involved in your processes. Please use the Production Review Checklist (found in the Implementation Workbook) to ensure system readiness before moving through the rest of this stage.

Production Review Call

You will attend the production review call once your system is configured, tested, and if you choose, all employee data has been uploaded. The purpose of the production review call is to have your consultant review your set-up to ensure everything is configured to work exactly as you intend for it to work. The first part of the call is to review the Production Review Checklist. The checklist contains the required as well as optional features in the system that will be reviewed with your NEOGOV Implementation consultant. This acts as a final check-through of your system before Go- Live.

The second part of the production review call consists of the Customer-Led demo. The system administrators will conduct a demo to ensure the administrators are comfortable with using the system and know where to navigate to use key features and functions. This is by no means a test.

Upon completion of the production review call, you are marked as **Live**: meaning you have finished the implementation and are ready to use the system.

End-User Training

This step is optional, but NEOGOV highly encourages customer system administrator(s) to conduct end-user training for any employees, managers, department heads, IT, HR staff, or others that will be utilizing the system. NEOGOV recommends that the system administrator(s) customize the NEOGOV employee and manager user guides (found in our online help center) to your specific process.

In addition, NEOGOV recommends the system administrator(s) create PowerPoint presentations and conduct several **2**-hour sessions for end users to learn how to use the system. You have the option of having a NEOGOV trainer create the training PowerPoints as well as lead the session at an additional cost.

Launch NEOGOV (Go-Live)

Once all users are trained, and the production review call is complete, you may begin using NEOGOV. Your NEOGOV implementation consultant will be your main point of contact post- go-live for **30** days to ensure a smooth rollout.

At that point, you will be transferred to our Customer Support Team. NEOGOV has a team of experienced professionals ready to help answer your questions by phone, email, or by logging in a case with our Help Desk. Our live Customer Care Team is available from **6:00 AM** to **6:00 PM** (Mountain), Monday through Friday (excluding NEOGOV holidays). During these phone support hours, you have an unlimited number of calls available. If you call outside of these hours, or if all our representatives are busy, simply leave a

message and your call will be returned once a team member is available. You can expect a response in 24 hours or less.

There is no charge for calling into the Customer Support Team for help. Additional fees may apply if you choose to purchase additional onsite training in the future or decide to attend the annual User Conference.

NEOGOV Response June 2025

D. Value Added Products/Services (10 points)

1. *Provide any additional information related to products and services supplier proposes to enhance and add value to the contract.*

The NEOGOV Community Network

NEOGOV has been building and supporting public sector and education HR Software for the past 20 years. NEOGOV systems are built for public sector and education agencies. Our teams understand specific requirements and best practices to create the most advantageous solutions for our customers. Product Managers take direct customer feedback from the NEOGOV Community's Idea Board when planning and developing future enhancements and updates to our products. The NEOGOV Community provides space for all customers to not only interact with NEOGOV Development teams, but also interact with one another to share tips and best practices.

The NEOGOV Community includes over 2000 customers and provides space for sharing and collaboration amongst users around the country. Users also receive access to additional system resources and training tools in the NEOGOV Community.

NEOGOV also maintains a 95% customer retention rate, demonstrating that agencies who join the NEOGOV network remain strong customers throughout.

In addition to the initial training, NEOGOV also offers the NEOGOV Community, which includes access to quarterly conference calls, online video tutorials, user groups, and more. This is designed to ensure your organization's success goes well beyond the initial go-live date. Furthermore, NEOGOV offers NEOGOV University classes, which are free monthly training webinars that customers can enroll in. All proposed training classes and materials, including videos, tutorials, documentation, etc., are already available and can be accessed by customers online through the NEOGOV community. There is no additional cost for ongoing support for both technical and administrative assistance or maintenance.

All Inclusive Maintenance and Updates

Since NEOGOV products are Software as a Service (SaaS) based, there are no upfront hardware or hidden costs. We provide seamless software releases and upgrades reducing ITs workload. All maintenance and upgrades are delivered and applied to all users once released by Product Managers. There is often little to no downtime for any maintenance and upgrades.

Integrated Solutions

With use of multiple NEOGOV products, data between each of the products can flow seamlessly and is captured throughout the employee lifecycle. Data from an applicant is logged at the beginning of recruitment in Insight. The employee's data can be built upon in our HRIS once the employee is hired and completes employee record information, benefit enrollments, etc. Onboarding processes including onboarding checklists and new hire forms in Onboard. Online workflows and additional employee forms are done in eForms. Completion of training courses can be tracked and managed in Learn. Employee evaluation and rating data is documented in Perform. Various aspects of each of the systems integrate with each other and the data remains in one place.

For clients with other third party systems, NEOGOV can also create integrations for those systems. Our dedicated NEOGOV Connect Team, which manages all NEOGOV integrations will work with the customer to build out any supplemental custom integrations and complete testing to ensure all connections remain in sync. NEOGOV also maintains active partnerships with other vendors for background checks, employment testing and other services. See attached product information sheets.

2. *Provide any additional equipment offerings: Used, Parts, Accessories, Service and Repair, Trade-Ins, may be included by providing a pricing structure for each of these items.*

N/A – NEOGOV's solution is SaaS-based, so software, equipment, and service warranties or maintenance plans do not apply.

3. *Describe any equipment reconditioning and recertification offerings.*

N/A.

Product Information Sheet NEOGOV

NEOGOV

Transform Your Government HR with

One Easy-To-Use Platform

Make work easier by streamlining everyday HR processes in one integrated system. Built based on public sector best practice, NEOGOV's easy-to-use, configurable platform is designed to enhance your operations and improve efficiency. With modern solutions to the most pressing issues you face each day, you can put more focus on the work that matters.

What We Help You With

Recruitment

Get qualified public sector applicants for hard-to-fill positions.

Hiring

Reduce time-to-hire and onboard new employees in less time.

Development

Boost retention and empower employee career growth.

Performance

Give ongoing feedback in one place for easy, fair evaluations.

Documents & Workflows

Eliminate paper and time-consuming routing tasks.

Policies & Compliance

Keep staff up-to-date on critical content like policies and procedures.

Employee Information

Consolidate Core HR, benefits, payroll, and T&A.

"If you haven't tried NEOGOV, you're working too hard. *You will realize how easy it is to run your whole staffing process without breaking a sweat."*

Andreas Pyper, City of Santa Barbara, CA

833.903.2915 | contact@neogov.com | neogov.com | @NEOGOV

NEOGOV

Recruit

Reach - Engage - Screen - Hire - Onboard - Measure



AT **Attract** | Candidate Relationship Management

- **Experience the joy of getting 15% more applicants** without adding to your workload
- **Stop wasting time sending emails one by one** – instead reach hundreds of candidates at once

GJ **GovernmentJobs.com** | Public Sector Job Board

- **Stop wasting time reaching candidates who aren't interested** in public sector work
- **Feel confident in finding qualified hires** with 177% more success than Indeed and 67% more success than LinkedIn

IN **Insight** | Recruiting & Applicant Tracking

- **Be proud of how easy it is for candidates to apply for your jobs** with a user-friendly process
- **Make screening applicants a breeze** with automation – and fill new positions without breaking a sweat

Vetted | Background Investigation Software

- **Manage public safety hiring in one system** with an integrated background investigation software
- **Gain a competitive edge and hire public safety roles faster** by completing investigations in less time

ON **Onboard** | Employee Onboarding

- **Have peace of mind knowing you're always compliant** with public sector new hire requirements
- **Give new hires a great first impression** by making it easy for them to complete new hire paperwork

"We went from 200 days average recruitment to 90 days per recruitment; *that includes Public Safety, which tends to have a much longer and detailed exam plan."*

Deborah Erb, HR Business Analyst, San Luis Obispo County

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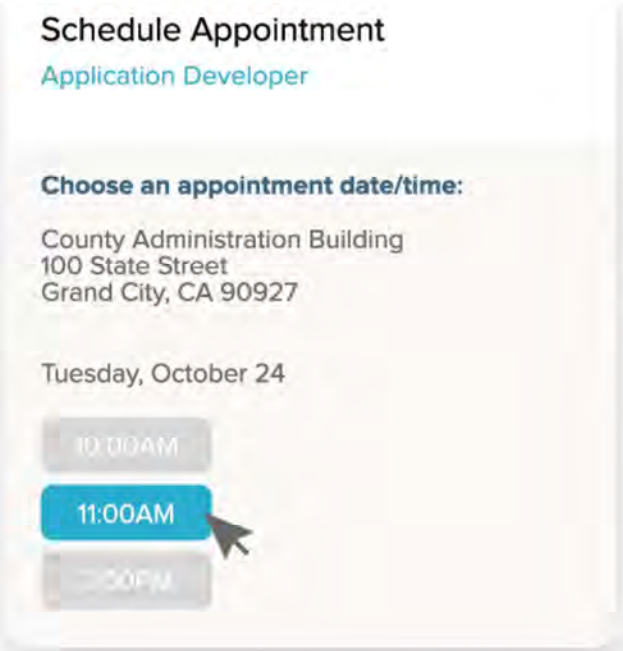
How We Help You at Each Step of the Recruitment Process

AT Attract | IN Insight | GJ GovernmentJobs.com | ON Onboard | Vetted

Reach Candidates

IN
- **Create standard and custom** job applications with supplemental questions
- **Assign points** to qualifications and questions
- **Post job openings** and qualifications online that are mobile-friendly
- **Collect exam and application payments** online

GJ
- **Market your jobs to 30M** public sector candidates



Engage Candidates

AT
- **Automatically notify** good-fit candidates of jobs
- **Contact past applicants** to apply for new roles
- **Tell your story** with custom landing pages for each department or recruitment event
- **Collect candidate information** at recruitment events and easily follow up afterwards
- **Send automated email campaigns** to candidates in your area



Screen Applicants

IN
- **Auto-score applicants** based on qualifications and application questions
- **Screen and/or rank applicants** automatically by residency preference
- **Create and export eligible lists**
- **Send online canvassing letters** and track their delivery, receipt, and completion
- **Let applicants self-schedule** interviews/exams
- **Assign stakeholders** to review applicants
- **Email and text applicants** with status updates

- **Securely manage the background investigation process** for public safety hires

How We Help You at Each Step of the Recruitment Process

AT Attract | IN Insight | GJ GovernmentJobs.com | ON Onboard | Vetted

Hire Employees

IN

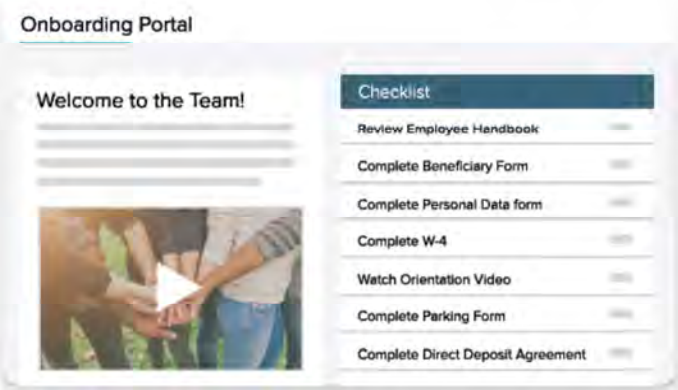
- **Manage background checks**
- **Send digital offer letters** to candidates selected for hire
- **Collect compliant e-signatures** on digital offer letters



Onboard Employees

ON

- **Set up custom onboarding portals** to make new employees feel welcome and showcase your culture
- **Send digital new hire paperwork** to be completed before they start
- **Auto-populate employee info** on new hire forms from their application in Insight
- **Assign and track** new employee tasks and due dates
- **Pull job descriptions from Insight** so new hires know exactly what's expected of them
- **View individual employee goals** from Perform



Measure Activities

AT

- **Track recruitment email campaign metrics** like opens, clicks, applications, and qualified candidates
- **Measure** which recruitment efforts result in the most hires

IN

- **Track time-to-hire** and compare job posting views to applications received
- **View and export reports** on EEO data and see progress on D&I initiatives

ON

- **Track progress of onboarding activities** by employee and across the organization



NEOGOV

Develop

Coach - Grow - Manage - Track



PE Perform | Performance Management

- **Feel confident that your process is fair** with ongoing employee feedback vs. just once a year
- **Cultivate a culture of engagement and growth** rather than just checking a box
- **Stop struggling with tools that don't fit** your unique public sector processes

*"We have seen a transformation with Perform and **no longer have a widespread timeliness issue with the completion of evaluations.**"*

Julie Broome, HR Director, Union County

LE Learn | Learning & Training Management

- **Eliminate the hassle of managing your employee training** in multiple systems and places
- **Sleep easy knowing employees are up-to-date** on your required compliance training
- **Be confident employees have a clear path to grow** and stay committed to your agency

*"The features and functionality of the LMS software have allowed our organization to **drastically improve our compliance, engagement, and overall employee experience around training.**"*

Makayle L., Capterra Online Review

How We Enable Your Staff to be Successful in Their Role

PE Perform LE Learn

Coach

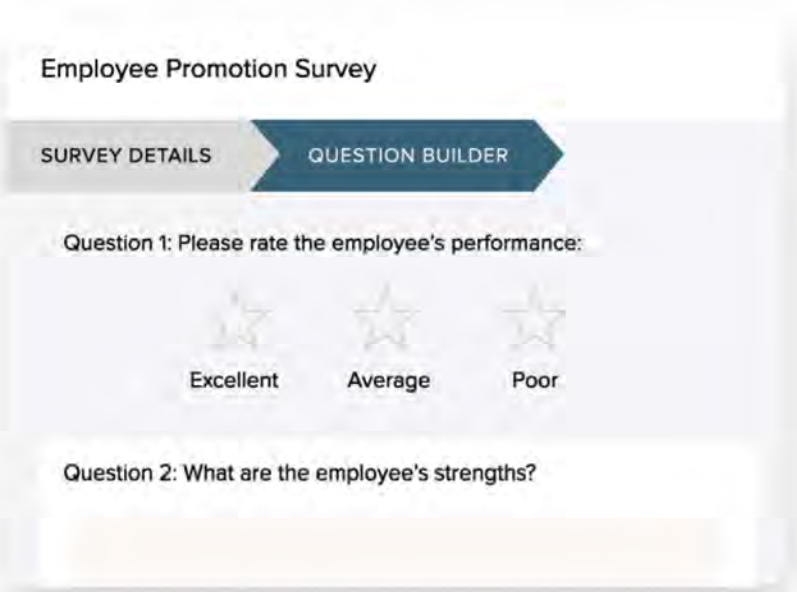
PE **Schedule periodic check-ins** to provide feedback and track progress to goals

Give employees frequent feedback on their performance throughout the year

Collect feedback from employees, managers, and others for a 360-view of performance

Create Performance Improvement Plans (PIPs) for employees based on their role

LE **Group training courses** together to create clear learning plans for employees



Grow

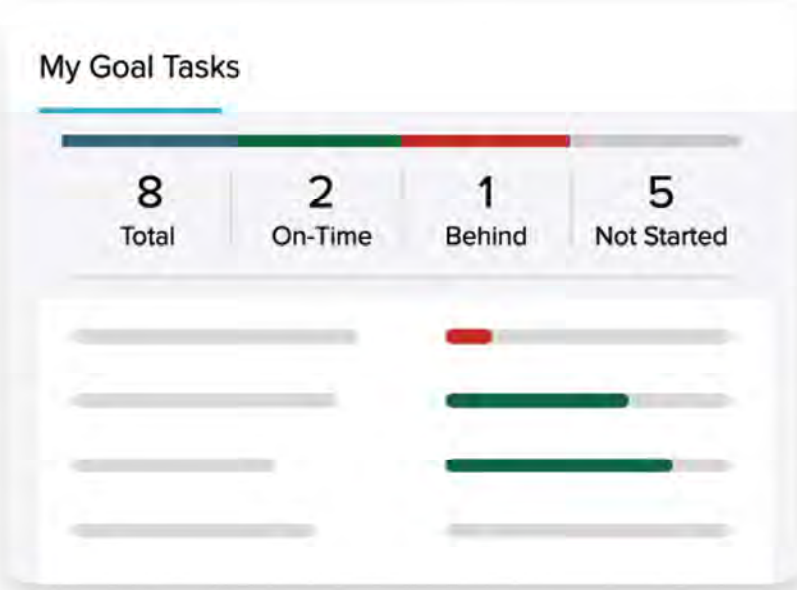
PE **Set goals** for individual employees, including milestones and deadlines

LE **Connect training to performance plans** to support skill development

Leverage online and classroom courses and third-party training

Create your own courses, bring in existing ones, or choose from a library of 1,300+

Attach custom quizzes to learning materials to verify employee understanding



How We Enable Your Staff to be Successful in Their Role

PE Perform LE Learn

Manage

LE **Keep employees up-to-date** on required training with automated reminders

PE **Assign tasks** to employees and automate notifications to remind them of due dates

Configure performance review processes by department or position

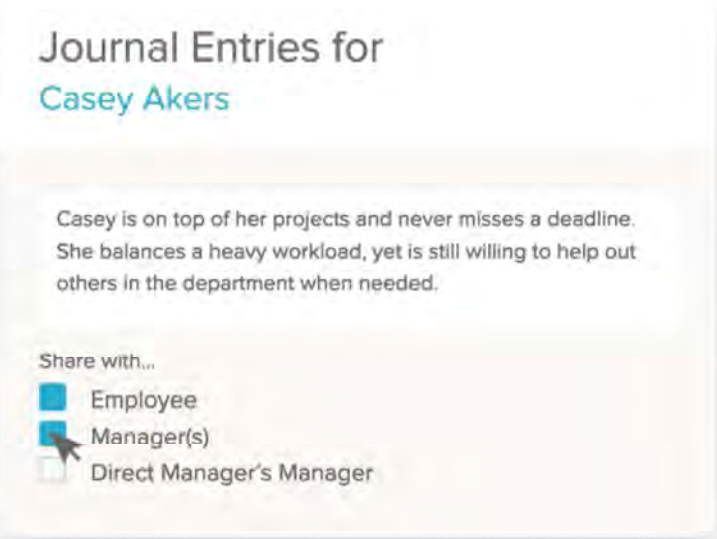
Build evaluation templates and rubrics to score all employees on the same criteria

Set custom rating scales and weighted tasks for performance evaluations

Use the best practice writing assistant to avoid poorly worded feedback

Collect e-signatures and automate routing of changes, approvals, and reviews

Allow employees to complete and view their personal and direct report evaluations



Track

PE **Track performance review status** and completion across managers and departments

See historical information on goals, journal entries, and evaluations

Measure what can improve with goal progress for staff, departments, and the agency

LE **Monitor and report on training,** and drill into specific courses, custom fields, and more

Export reports on attendance, quiz scores, and completion rates to prove compliance



NEOGOV

Manage

Input - Empower - Pay - Measure



HR Core HR | Employee Lifecycle Management

- **Get excited to focus on more strategic work** instead of fulfilling tedious employee requests
- **Feel confident** that all your employee information is up-to-date and accurate
- **Don't waste time** re-entering the same employee data in multiple systems

BE Benefits | Benefit Plan Administration

- **Show your employees you care** with the ability to enroll in benefits with their loved ones at home
- **Free up your mind and your time** by automating the flow of information between Benefits and Payroll
- **Stop worrying** whether plans and offers are accurate for each employee

PR Payroll | Pay & Tax Processing

- **Give employees autonomy** with anytime access to pay stubs when they need it most
- **Stop spending countless hours generating payroll** at the end of the pay period, let Payroll calculate it
- **Gain peace of mind** never having to question if calculations are correct or if you're tax compliant

TA Time & Attendance | Employee Time Tracking

- **Show employees you value their time** by letting them view their PTO and request vacation online
- **Never stress about the nuances** – let the system handle eligibility, entitlement, and FMLA tracking
- **Eliminate the hassle of getting hours to payroll** with time tracking and payroll integration

*"Nobody believes me when I say we found **a solution that actually works**. The agencies near me do 90% of their process manually because of the amount of work keys. NEOGOV **can handle all our needs.**"*

Tracy Knighton, HR Program Manager, Sacramento Housing & Redevelopment Agency, CA

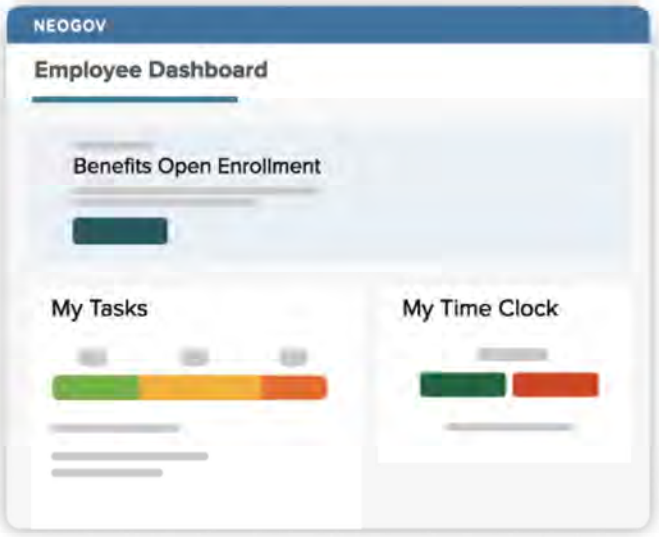
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How We Help You Simplify the Management of Employee Data

HR Core HR BE Benefits PR Payroll TA Time & Attendance

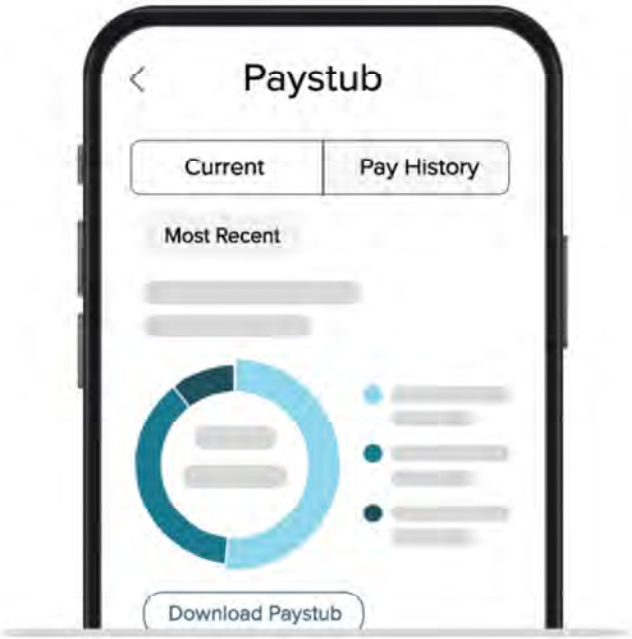
Input

- HR **Enter employee information** in one location
- **Set up approval workflows** for when employees change their information
- PR **Set up pay rates** for employees and view pay history
- BE **Insert benefit plans** available to employees
- TA **Add schedules** and/or automatically collect hours for timesheets



Empower

- HR **Allow employees** to enter and update their own information
- BE **Let employees easily enroll** in benefits from anywhere
- TA **Give employees freedom** to check their bank balances and request time off
- **Enable employees** to clock in and out from a physical time clock or online
- PR **Allow employees to view pay stubs,** update direct deposit info, and download tax forms



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Pay

TA **Automate the collection of hours** for timesheets from time clock punches

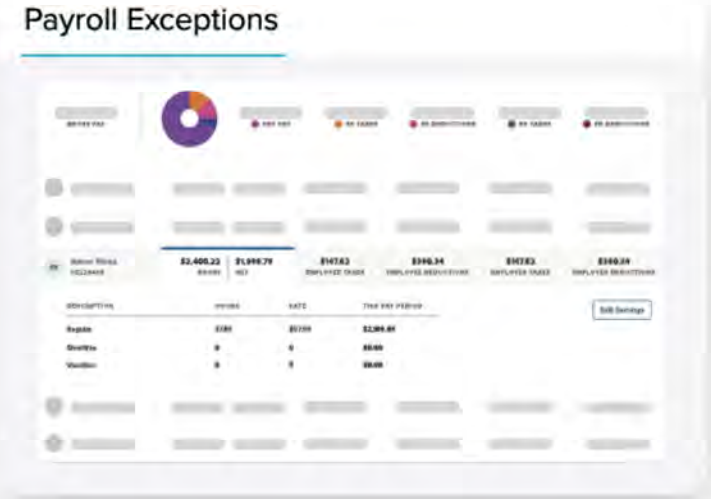
Set up approval workflows for timesheets and time-off requests

Define daily, weekly, or other overtime rules to dynamically calculate overtime in payroll

PR **Automatically calculate blended rates,** even for mid-pay period changes, overtime, and retro pay per employee

Track taxable wages for benefits that require imputed income

Generate digital copies of W2s, 1095s, and/or 1094s



Measure

HR **Generate ad hoc** and cross-functional reports exportable in Excel or .csv file format

PR **Set schedules for payroll reports** to be automatically sent to stakeholders

Run payroll reports for auditing purposes before finalizing payroll

Create charts with ad hoc reporting of cash requirements, for example, and schedule them out



HRIS Implementation Process

Implementation typically takes 90–120 days per product. Depending on the organization, concurrent implementations for multiple products are available.

Kickoff & Discovery

2 - 4 WEEKS

- Assign project lead and assemble project team
- Analysis of client requirements
- Review scope and responsibilities
- Reoccurring dedicated implementation meetings
- Meeting with implementation team to determine any specific client requirements

System Configuration

6 - 8 WEEKS

- Meetings with implementation consultant & customer
- Customer begins learning HRIS through self-paced training modules & practice environment
- Implementation consultant configures the system to meet customer needs
- Complete self-paced training and workbook exercises
- Establish security and admin settings
- Import employee data

Training & Validation

2 - 4 WEEKS

- Customer works with IC to test and validate everything is working properly
- Final production review
- Customer executes internal roll out plan
- Internal workflow and process training for end users based on configuration and setup
- Sign off and go live
- Introduction to Customer Support process

Weekly check-in meetings to provide support and guidance

Post-Implementation

ONGOING

- Transition to Customer Support
- Implementation Consultant available for 30 days for a smooth transition

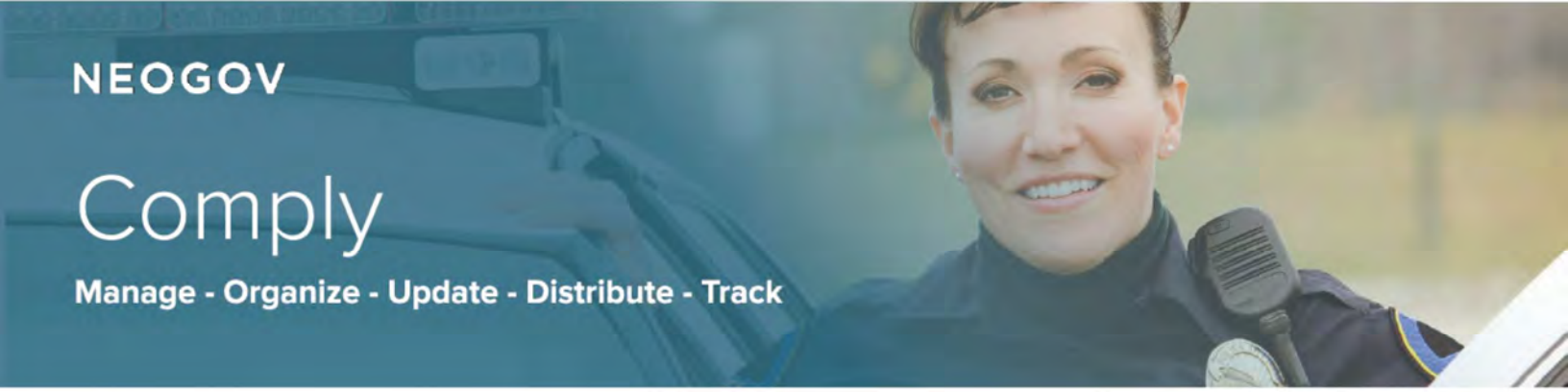
*"We had a **really great implementation** team that stuck with us and helped us through all payrolls until we could complete one successfully on our own."*

Jaime Holmes, HR Director Town of Mountain Village, CO

NEOGOV

Comply

Manage - Organize - Update - Distribute - Track



eF eForms | Employee Documents & Forms

- **Reduce stress** by having all your documents organized and easy to find
- **Rest easy** knowing your personnel files and forms are securely stored
- **Give employees comfort** that their requests are moving through the approval process

*"Between all the policy updates, furlough letters, and documents that needed to be signed by employees – **eForms has been our most important tool for tracking changes as they are happening."***

Randy Clark, IT Manager, Vernon Hills Park District

PO Policy | Policy Management & Compliance

- **Feel at ease knowing only one version** of every document exists
- **Don't lie awake at night worrying** if your employees signed off on critical policies and procedures
- **Stop dreading regular policy updates** with tools for easy collaboration

***"Our employees are always up-to-date and well-versed in the latest knowledge.** Compared to the old-fashioned paper-and-folder technique, this has simplified and streamlined the process considerably. That is priceless to us."*

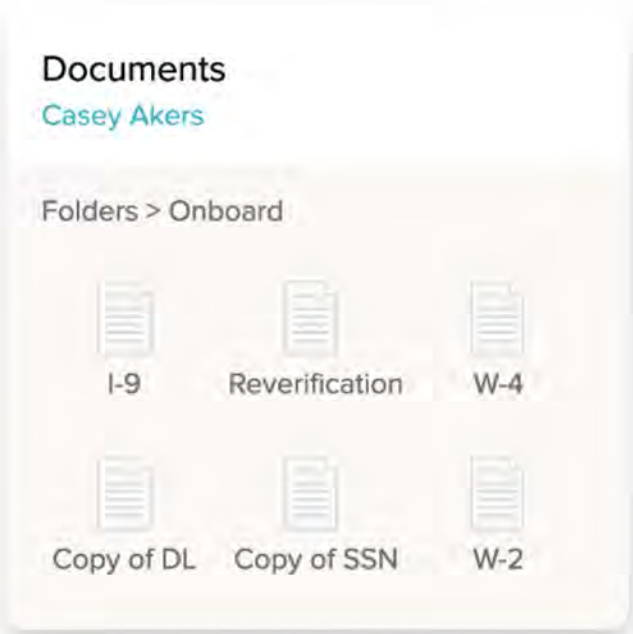
Jairo R., Human Resources Director, G2 Online Review

How We Help You Manage & Maintain Your Documents

eF eForms PO Policy

Manage

- **Convert any existing PDF** into a digital form or create your own from scratch
- **Set user roles and control permissions** to protect sensitive HR data
- **Import documents** with a simple drag-and-drop interface
- **Store and manage** Microsoft Word, Excel, PowerPoint, PDF, JPEG, HTML, Google Docs, and video files
- **Control who can view, audit, and edit** specific folders, documents, or users



Organize

- **Store all completed forms** in individual employee personnel files, including new hire paperwork from Onboard
- **Organize and tag policies** based on your preferred organizational structure
- **Easily find policies and procedures** with full-text search, folder structures, tagging, and bookmarks



Update

- **Edit documents using tools you know** with Microsoft Word, Excel, PowerPoint, OneDrive, and Google Drive integrations
- **Automatically archive old versions** of documents so employees can't view outdated information
- **Schedule recurring reviews** for your policies and get automatic email reminders of your review dates

How We Help You Manage & Maintain Your Documents

eF eForms PO Policy

Distribute

eF **Allow employees to self-initiate** processes and track status to completion

Set up custom routing paths for the review and approval of HR forms

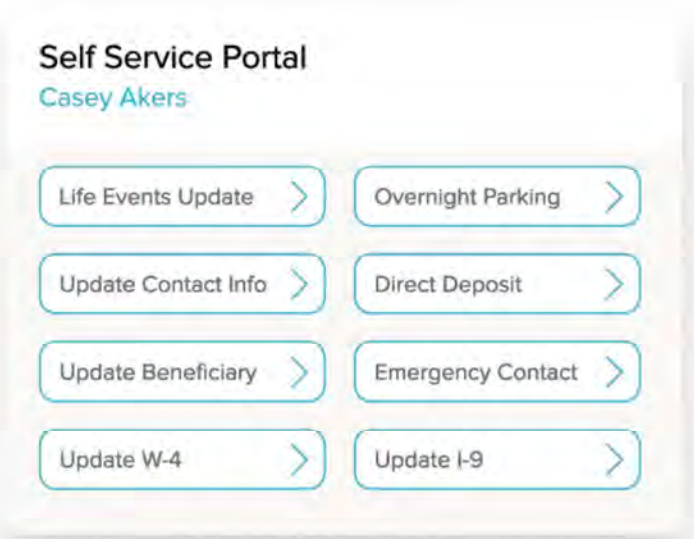
Automatically send HR forms to employees for review

PO **Route documents** for collaboration, review, or approval

Automatically notify employees when a policy is revised and requires their signature

Compare versions of a document side-by-side with color-coded highlighting

Allow employees to search, view, and sign policies from any device



Track

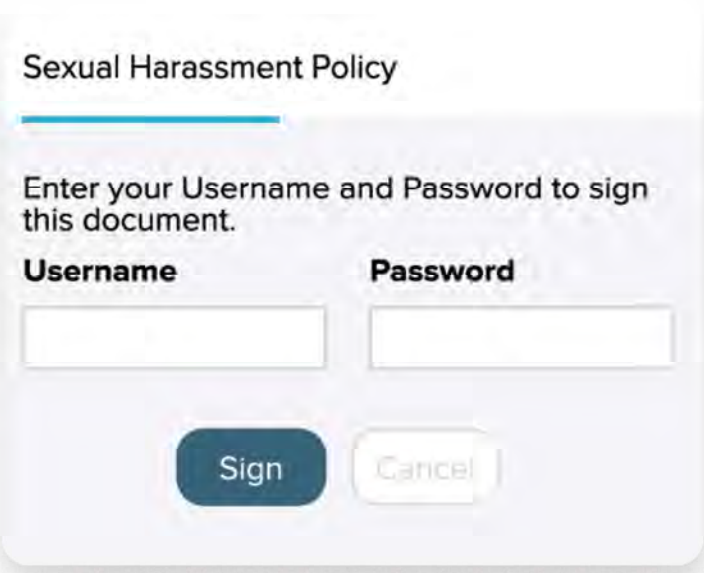
eF **Automate the submission, tracking, and approval** of HR forms

Collect e-signatures on HR forms

PO **Collect e-signatures** on critical policies and procedures

See outstanding items like missing signatures to keep employees accountable

View a complete audit trail of changes throughout a document's lifecycle



Integrations

Our flexible API makes it **easy to integrate the NEOGOV platform with any software** so you can enhance the capabilities of the NEOGOV platform and boost the productivity of your agency. Below are just a few of the most commonly used integrations available to you.

Document Management

Laserfiche

MCCi

Consulting

accenture

ERP

CGI

OPENGOV

HRIS

CMITIME management

UKG

Employment Screening

accurate.

AccuSource

Alliance 2020

assurehire

Checkr

ChoiceScreening

ESR

FIRSTCHECK

InfoMart

QUICKSEARCH

ScreeningOne

Sterling

Universal

Verified First

Employment Testing

biddle

eSkill

SKILLCHECK

SHL

Services

OUTSAIL

textio

Don't see what you're looking for?

To see all our integrations, visit neogov.com/marketplace.

Product Implementation Process

Implementation typically takes 90–120 days per product. Depending on the organization, concurrent implementations for multiple products are available.

Pre-Implementation

1 WEEK

- Assign Project Lead and assemble Project Team
- Business process and document review
- Guide CX Access
- Complete pre-kick-off call questionnaire
- Schedule kick-off call

System Configuration

8 - 10 WEEKS

- Self-paced online training and setup
- Hold kickoff call
- Review scope and responsibilities
- User configuration training
- Community overview
- Get training resources and project assignments
- Complete self-paced training and workbook exercises
- System configuration
- Establish security and admin settings
- Build forms, workflows, tables, checklists (specifics vary based on product)

Go Live Preparation

2 - 4 WEEKS

- Train internal users
- System validation
- Import employee data (depending on product)
- Internal workflow and process training for end users based on configuration and setup
- Final production review
- Sign off and go live
- Introduction to Customer Support process

Weekly check-in meetings to provide support and guidance

Post-Implementation

ONGOING

- Transition to Customer Support
- Implementation Consultant available for 30 days for a smooth transition

Why NEOGOV?

Built for the Public Sector
Made for the complexities of the public sector – and trusted for over 20 years.

Easy-to-Use
A modern interface and simple software your employees actually want to – and can – use.

One Login
A single login to access all your products in one integrated system, plus a mobile app.

Analytics and Reporting
View preloaded or custom dashboards and reports with data on your entire employee lifecycle.

Global Resource Library
Share job descriptions, forms, and processes from other government agencies.

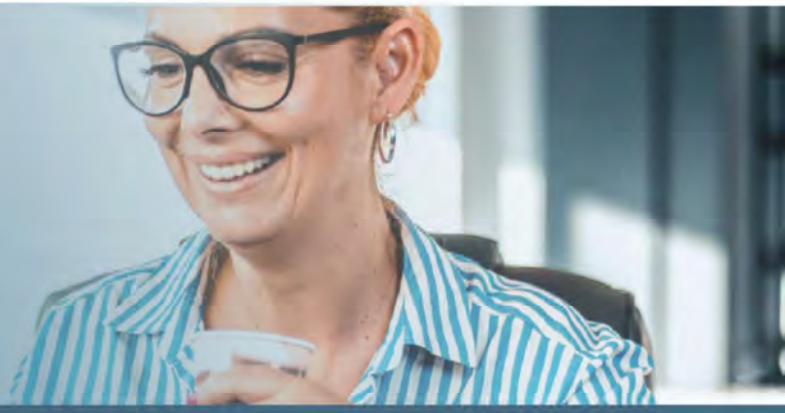
Great Customer Service
Guidance and support from implementation and beyond, with 4.4/5 stars on Capterra.

"We chose NEOGOV because of the customer service and the ease of use. ***We don't have IT do everything – we do it in HR ourselves.*** *Having a system we can run is very nice."*

Teedara Garn, Cowlitz Public Utility District, WA

Trusted By

King County · Union County, North Carolina · City of West Fargo · County of San Diego · City of Toledo · Vernon Hills Park District



Ready to make processes easier for HR and your employees?

Book an appointment on our website to see how NEOGOV puts all your HR needs in one place.

833.903.2915 | contact@neogov.com | neogov.com | @NEOGOV

Product Information Sheet
PowerDMS

PowerDMS by NEOGOV

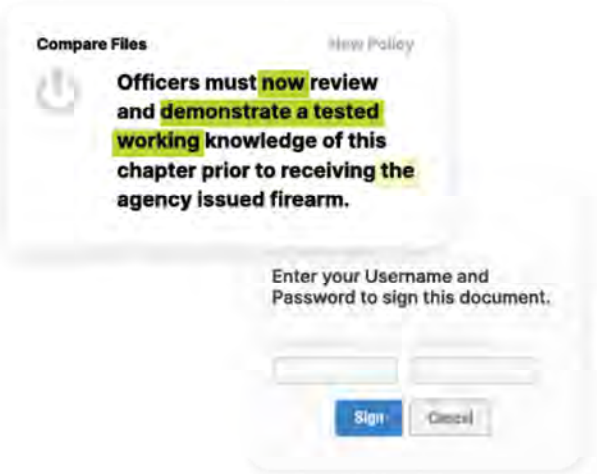
A Public Safety Workforce Management Platform

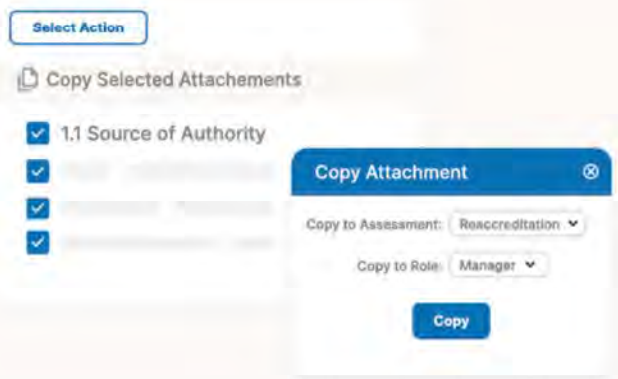
Easy-to-use products that resolve your agency's most pressing needs.

Policy

Policy and procedure management

- **Access mission-critical documents** from any device
- **Hold staff accountable** to policies with digital signatures and time & date stamps
- **Know how a document has changed,** when, and by whom with the click of a button





Standards

Accreditation management

- **Be onsite ready** in half the time when compared to paper
- **Get alerted** if a policy or standard changes
- **Stay on track** with task management, bulk actions, and more

Ready

Formerly PowerFTO

On-the-job training management

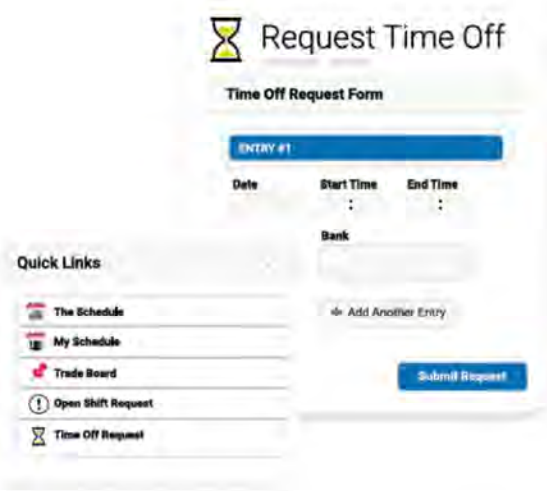
- **Streamline training** with direct integration to PowerPolicy
- **Increase visibility** into your new role training with real-time dashboards
- **Enhance your programs** with robust data and reports on every area of training



Time

Public safety scheduling

- **Keep responders informed** with automated reminders of schedule changes
- **Reduce scheduling errors** by seeing minimum staffing violations in advance
- **Stop wasting time** on manual scheduling tasks and tracking forms





Engage

Citizen engagement and feedback

- **Keep citizens informed** with automated text updates
- **Boost staff morale** with positive feedback
- **Measure citizen satisfaction** with objective data

Line

Comprehensive wellness app

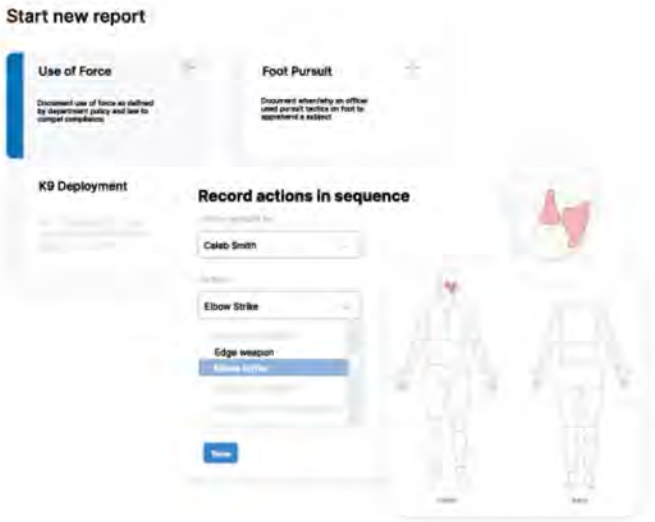
- **Improve responder wellbeing** with anonymous support
- **Enhance your wellness program** with resources available anytime, anywhere
- **Empower your department** with anonymized data on the agency's top wellness needs

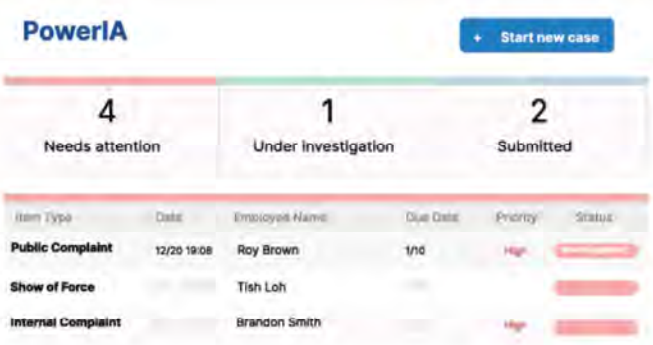


Action

Streamlined action reporting

- **Streamline the review cycle** with limitless workflows to fit any process
- **Simplify reporting** with user-friendly forms officers can start, save, and edit anywhere
- **Quickly review and manage report progress** from the admin dashboard





IA

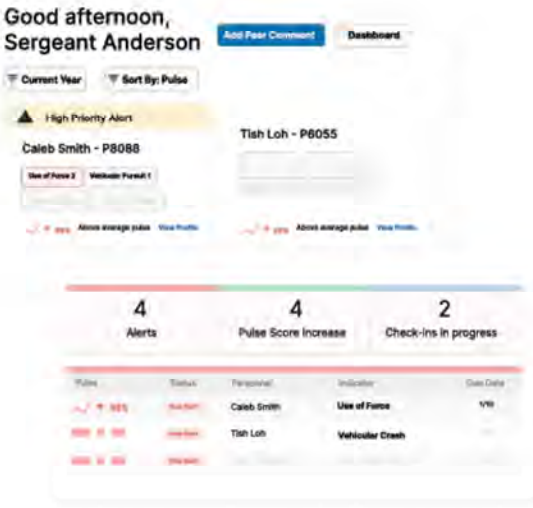
Secure IA case management

- **Simplify case management** with software that configures to the way you work
- **Ensure total case security** by easily managing permissions in the system
- **Guarantee accountability** with detailed audit trails for every login, access, and edit attempt

Vitals

Wellness-forward early intervention

- **Recognize officer stress early** with system-calculated Pulse Scores that quantify wellness
- **Equip frontline supervisors** with indicator tracking, timely alerts, and assist plans for officers
- **Track robust indicators** across agency-defined groups in the user-friendly dashboard



Product Information Sheet
NEOED

NEOED

Transform Your Education HR with

One Easy-To-Use Platform

Make work easier by streamlining everyday HR processes in one integrated system. Built based on education best practice, NEOED's easy-to-use, configurable platform is designed to enhance your operations and improve efficiency. With modern solutions to the most pressing issues you face each day, you can put more focus on the work that matters.

What We Help You With



Recruitment

Get qualified education applicants for hard-to-fill jobs.



Hiring

Reduce time-to-hire and onboard new employees in less time.



Performance

Give ongoing feedback in one place for easy, fair evaluations.



Employee Development

Boost retention and empower employee career growth.



Documents & Workflows

Eliminate paper and automate contract signatures and delivery.



Policies & Compliance

Keep staff up-to-date on critical content like policies and procedures.

"Before NEOED, we were using spreadsheets and manual processes to handle most of our HR processes. ***Now, we have everything in one system.*** *It's made us a far more effective HR department."*

Vicki Hedges, HR Director, Clackamas Community College

833.903.2915 | contact@neoed.com | neoed.com | @NEOEDHR

NEOED

Recruit

Reach - Engage - Screen - Hire - Onboard - Measure



AT **Attract** | Candidate Relationship Management

- **Experience the joy of getting 15% more applicants** without adding to your workload
- **Stop wasting time sending emails one by one** – instead reach hundreds of candidates at once

SJ **SchoolJobs.com** | Education Job Board

- **Stop wasting time reaching candidates who aren't interested** in education work
- **Feel confident in finding qualified hires** with access to hundreds of thousands of education candidates

IN **Insight** | Recruiting & Applicant Tracking

- **Be proud of how easy it is for candidates to apply for your jobs** with a user-friendly process
- **Make screening applicants a breeze** with automation – and fill new positions without breaking a sweat

Vetted | Background Investigation Software

- **Manage public safety hiring in one system** with an integrated background investigation software
- **Gain a competitive edge and hire public safety roles faster** by completing investigations in less time

ON **Onboard** | Employee Onboarding

- **Have peace of mind knowing you're always compliant** with education new hire requirements
- **Give new hires a great first impression** by making it easy for them to complete new hire paperwork

*"NEOED is a great higher education tool that **I use daily to hire the best possible faculty and staff for my institution.**"*

Education Management Customer, G2 Online Review

833.903.2915 | contact@neoed.com | neoed.com | @NEOEDHR

How We Help You at Each Step of the Recruitment Process

AT Attract IN Insight SJ SchoolJobs.com ON Onboard Vetted

Reach Candidates

IN **Create standard and custom** job applications with supplemental questions

Post job openings and qualifications online that are mobile-friendly

SJ **Put your job openings in front** of hundreds of thousands of education job seekers

Engage Candidates

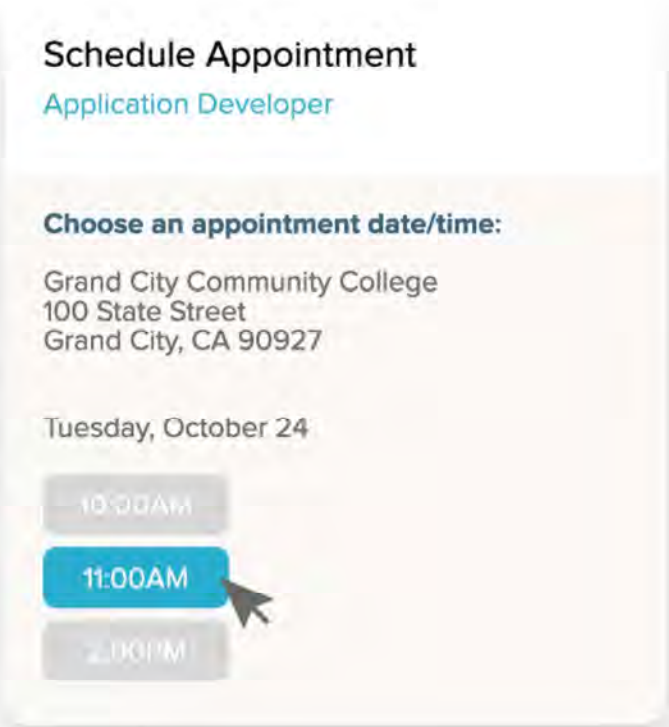
AT **Automatically notify** good-fit candidates of new job postings

Contact past applicants to apply for new roles

Tell your story with custom landing pages for each department or recruitment event

Collect candidate information at recruitment events and easily follow up afterwards

Get the attention of candidates in your area with automated email campaigns



Screen Applicants

IN **Assign points** to qualifications and supplemental questions

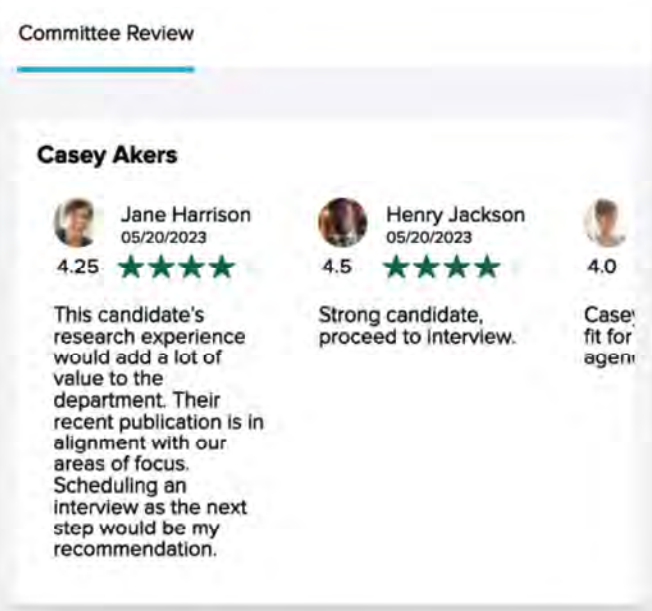
Set rating criteria with numeric scale score calculations to easily score applications

Enable applicants to self-schedule interviews and assessments

Assign your hiring committee to review applicants and add notes at each stage

Email and text applicants with application status updates

Securely manage the background investigation process for public safety hires



How We Help You at Each Step of the Recruitment Process

AT Attract IN Insight GJ SchoolJobs.com ON Onboard Vetted

Hire Employees

IN

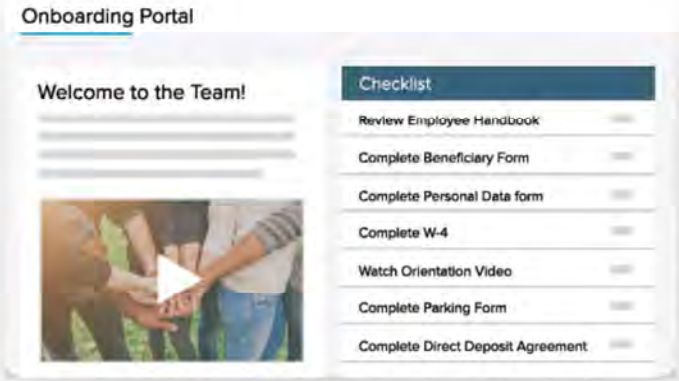
- **Manage background checks**
- **Send digital offer letters** to candidates selected for hire
- **Collect compliant e-signatures** on digital offer letters



Onboard Employees

ON

- **Set up custom onboarding portals** to make new employees feel welcome and showcase your culture
- **Send new hire paperwork** to be completed before they start
- **Auto-populate employee info** on new hire forms from their application in Insight
- **Assign and track** new employee tasks and due dates
- **Pull job descriptions from Insight** so new hires know exactly what's expected of them
- **View individual employee goals** from Perform



Measure Activities

AT

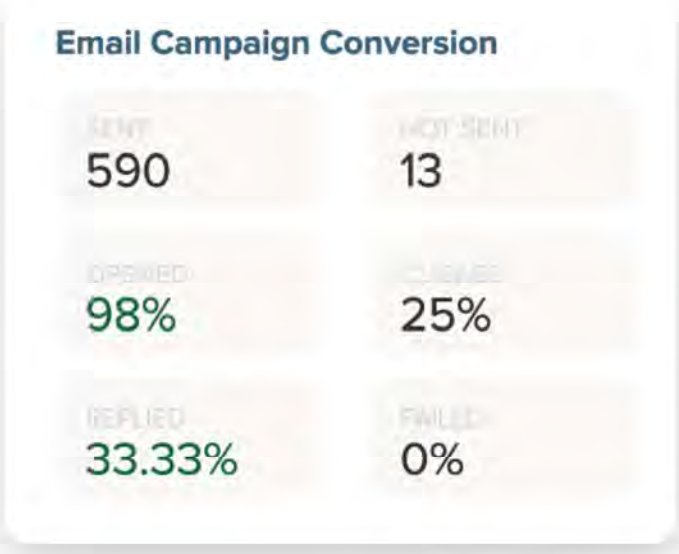
- **Track recruitment email campaign metrics** like opens, clicks, applications, and qualified candidates
- **Measure which recruitment efforts** result in the most hires

IN

- **Track time-to-hire** and compare job posting views to applications received
- **View and export reports** on EEO data and see progress on D&I initiatives

ON

- **Track progress of onboarding activities** by employee and across the organization



NEOED

Develop

Coach - Grow - Manage - Track



PE Perform | Performance Management

- **Feel confident that your process is fair** with ongoing employee feedback vs. just once a year
- **Cultivate a culture of engagement and growth** rather than just checking a box
- **Stop struggling with tools that don't fit** your school's unique evaluation processes

> ***"[NEOED] is easy for sharing performance reviews.*** *The system allows for creating goals, outcomes, and for multiple managers/supervisors to access the system and make comments."*
>
> **Higher Education Adjunct Professor,** Gartner Online Review

LE Learn | Learning & Training Management

- **Eliminate the hassle of managing your employee training** in multiple systems and places
- **Sleep easy knowing employees are up-to-date** on required compliance training
- **Be confident employees have a clear path to grow** and stay committed to your institution

> *"The features and functionality of the LMS software have allowed our organization to* ***drastically improve our compliance, engagement, and overall employee experience around training."***
>
> **Makayle L.**, Capterra Online Review

How We Enable Your Staff to be Successful in Their Role

PE Perform LE Learn

Coach Employees

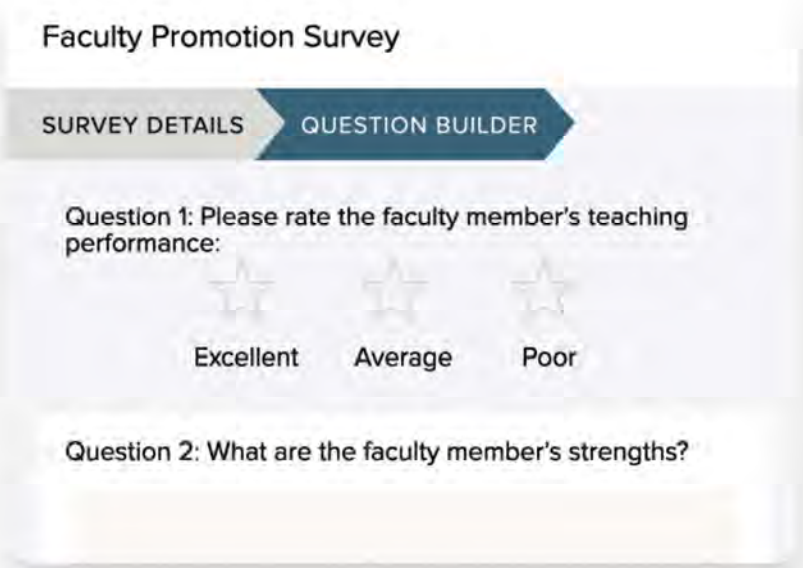
PE **Schedule periodic check-ins** to provide timely feedback and track goal progress

Give employees frequent feedback on their performance throughout the year

Collect feedback from employees, managers, and others for a 360-view of performance

Create Performance Improvement Plans (PIPs) for employees based on their role

LE **Group training courses** together to create clear learning plans for employees



Grow Employees

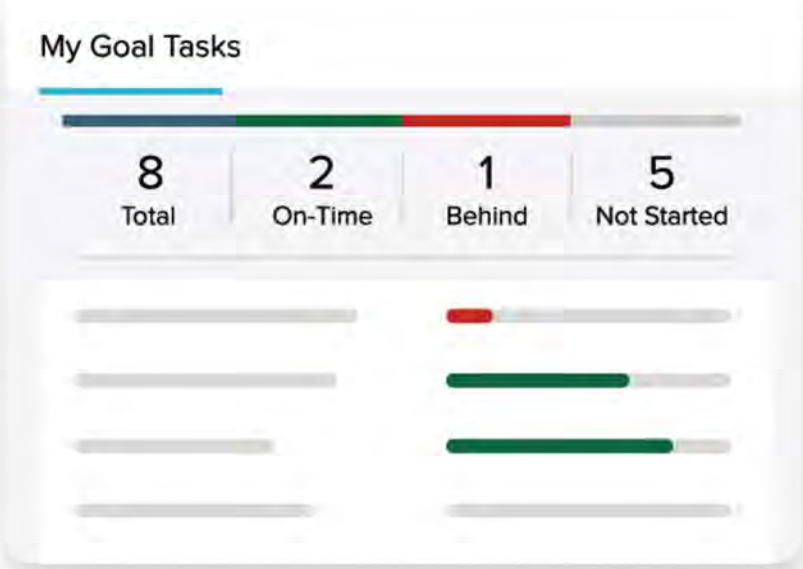
PE **Set goals** for individual employees, including milestones and deadlines

LE **Connect training to performance plans** to support skill development

Leverage online and classroom courses and third-party training

Create your own courses, bring in existing ones, or choose from a library of 1,300+

Attach custom quizzes to learning materials to verify employee understanding



How We Enable Your Staff to be Successful in Their Role

PE Perform LE Learn

Manage Processes

LE **Keep employees up-to-date** on required training with automated reminders

PE **Assign tasks** to employees and automate notifications to remind them of due dates

Configure performance review processes by department or position

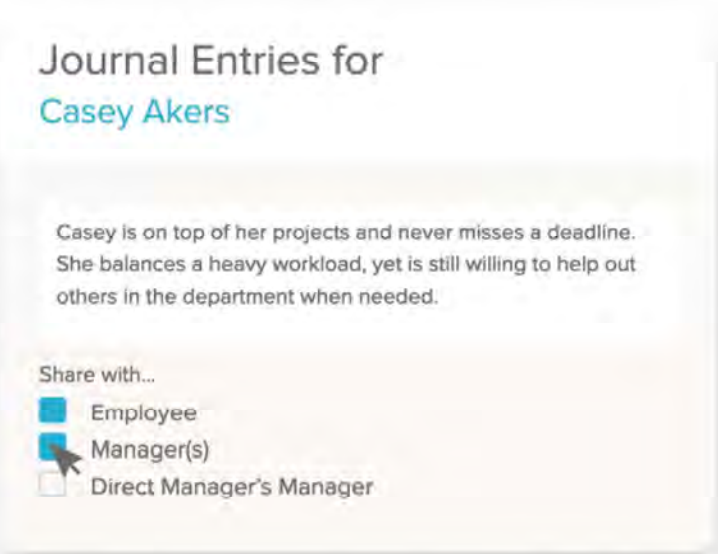
Build evaluation templates and rubrics to score all employees on the same criteria

Set custom rating scales and weighted tasks for performance evaluations

Use the best practice writing assistant to avoid poorly worded feedback

Collect e-signatures and automate routing of changes, approvals, and reviews

Allow employees to complete and view their personal and direct report evaluations



Track Information

PE **Track performance review status** and completion across managers and departments

See historical information on goals, journal entries, and evaluations

Measure what can improve with goal progress for staff, departments, and the institution

LE **Monitor and report on training** and drill into specific courses, custom fields, and more

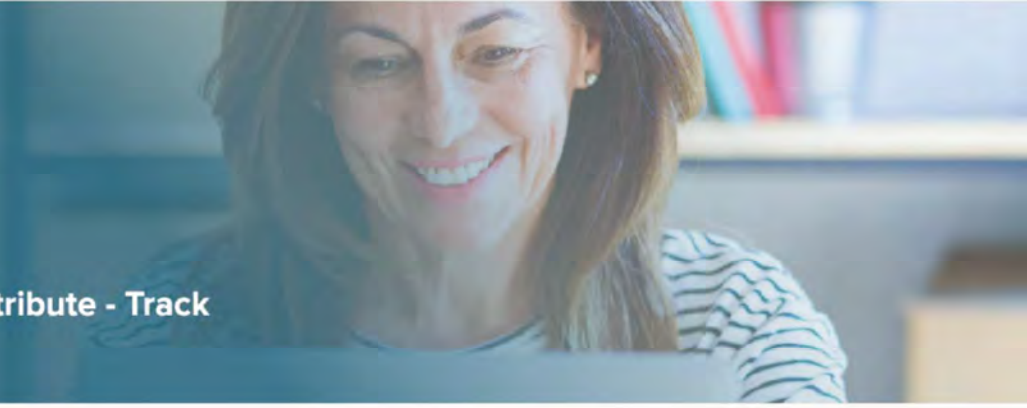
Export reports on attendance, quiz scores, and completion rates to prove compliance



NEOED

Comply

Manage - Organize - Update - Distribute - Track



eF eForms | Employee Documents & Forms

- **Reduce stress** by having all your documents organized and easy to find
- **Rest easy** knowing your personnel files and forms are securely stored
- **Give employees comfort** that their requests are moving through the approval process

*"From filling out the form, to redaction, to routing, as well as varied workflows depending on the type of employee – **eForms enabled us to do everything online."***

Travis Rosenberg, Executive Director of HR, Utah Tech University

PO Policy | Policy Management & Compliance

- **Feel at ease knowing only one version** of every document exists
- **Don't lie awake at night worrying** if your employees signed off on critical policies and procedures
- **Stop dreading regular policy updates** with tools for easy collaboration

*"[Policy] helps our **employees feel confident in what they're doing day-to-day**, and it helps management feel confident that everything is being done consistently."*

Jessica Erickson, Campus Safety, Milton Hershey School

How We Help You Manage & Maintain Your Documents

eF eForms PO Policy

Manage Documents

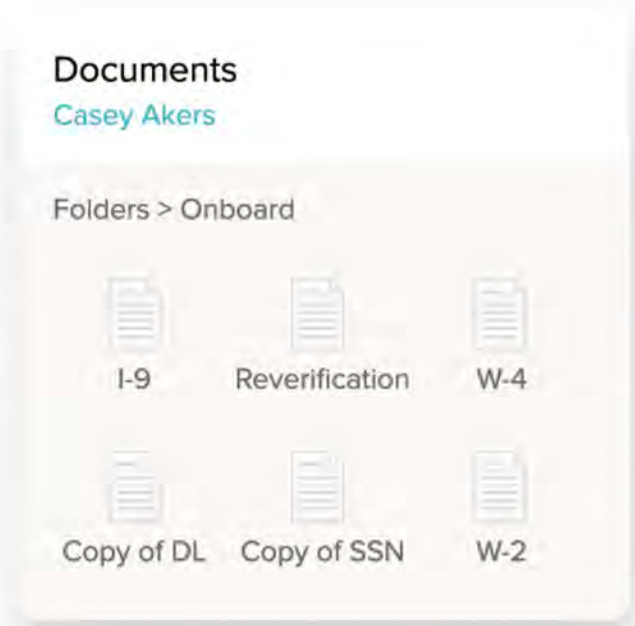
eF **Convert any existing PDF** into a digital form or create your own from scratch

Set user roles and control permissions to protect sensitive HR data

PO **Import documents** with a simple drag-and-drop interface

Store and manage Microsoft Word, Excel, PowerPoint, PDF, JPEG, HTML, Google Docs, and video files

Control who can view, audit, and edit specific folders, documents, or users



Organize Documents

eF **Store all completed forms** in individual employee personnel files, including new hire paperwork from Onboard

PO **Organize and tag policies** based on your preferred organizational structure

Easily find policies and procedures with full-text search, folder structures, tagging, and bookmarks



Update Documents

eF **Automate forms and approval processes** for faculty contract renewals

PO **Edit documents using tools you know** with Microsoft Word, Excel, PowerPoint, OneDrive, and Google Drive integrations

Automatically archive old versions of documents so employees can't view outdated information

Schedule recurring reviews for policies and get automatic email reminders of review dates

How We Help You Manage & Maintain Your Documents

eF eForms PO Policy

Distribute Documents

eF **Allow employees to self-initiate** processes and track status to completion

Set up custom routing paths for the review and approval of HR forms

Automatically send HR forms to employees for review

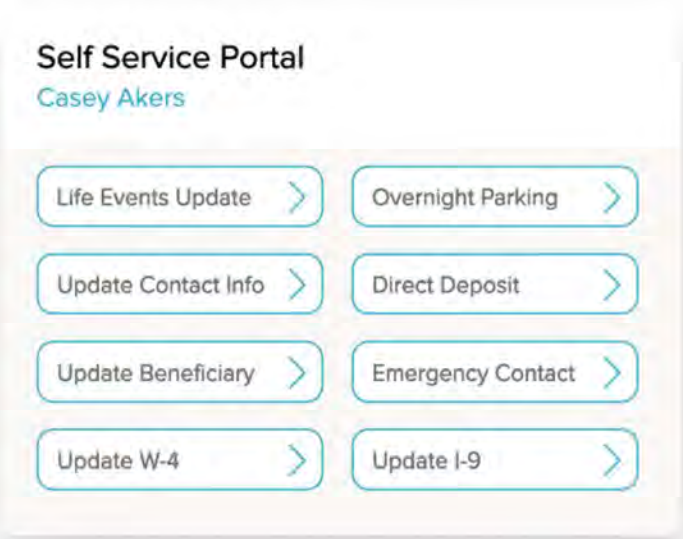
Issue faculty contracts ad-hoc or in bulk

PO **Route documents** for collaboration, review, or approval

Automatically notify employees when a policy is revised and requires their signature

Compare versions of a document side-by-side with color-coded highlighting

Allow employees to search, view, and sign policies from any device



Track Activities

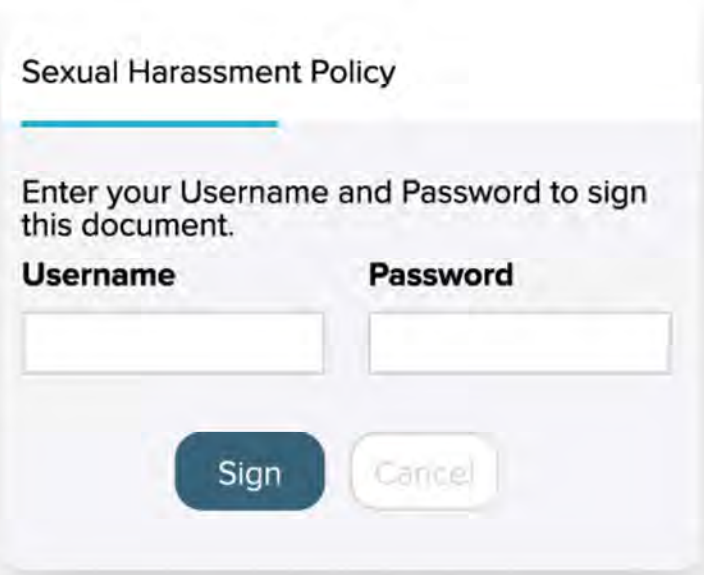
eF **Automate the submission, tracking, and approval** of HR forms

Collect e-signatures on HR forms

PO **Collect e-signatures** on critical policies and procedures

See outstanding items like missing signatures to keep employees accountable

View a complete audit trail of changes throughout a document's lifecycle



Integrations

Our flexible API makes it **easy to integrate the NEOED platform with any software** so you can enhance the capabilities of the NEOED platform and boost the productivity of your institution. Below are just a few of the most commonly used integrations available to you.

Document Management

Laserfiche® MCCi

Consulting

accenture Deloitte.

ERP

CGI ellucian. OPENGOV

HRIS

CMiTiME management KRONOS®

Employment Screening

accurate. AccuSource Alliance 2020 assurehire Checkr

ChoiceScreening ESR FIRSTCHECK InfoMart OPEN

QUICKSEARCH ScreeningOne® Sterling Universal Verified First

Employment Testing

biddle eSkill SKILLCHECK TestGenius

Services

CyberSource® OUTSAIL shi SPARK HIRE textio

Don't see what you're looking for?

To see all our integrations, visit neogov.com/marketplace.

Product Implementation Process

Implementation typically takes 90–120 days per product. Depending on the organization, concurrent implementations for multiple products are available.

Pre-Implementation

1 WEEK

- Assign Project Lead and assemble Project Team
- Business process and document review
- Guide CX Access
- Complete pre-kick-off call questionnaire
- Schedule kick-off call

System Configuration

8 - 10 WEEKS

- Self-paced online training and setup
- Hold kickoff call
- Review scope and responsibilities
- User configuration training
- Community overview
- Get training resources and project assignments
- Complete self-paced training and workbook exercises
- System configuration
- Establish security and admin settings
- Build forms, workflows, tables, checklists (specifics vary based on product)

Go Live Preparation

2 - 4 WEEKS

- Train internal users
- System validation
- Import employee data (depending on product)
- Internal workflow and process training for end users based on configuration and setup
- Final production review
- Sign off and go live
- Introduction to Customer Support process

Weekly check-in meetings to provide support and guidance

Post-Implementation

ONGOING

- Transition to Customer Support
- Implementation Consultant available for 30 days for a smooth transition

Why NEOED?

Built for Education
Made for the complexities of the education sector – and trusted for over 20 years.

Easy-to-Use
A modern interface and simple software your employees actually want to – and can – use.

One Login
A single login to access all your products in one integrated system, plus a mobile app.

Analytics and Reporting
View preloaded or custom dashboards and reports with data on your entire employee lifecycle.

Global Resource Library
Share job descriptions, forms, and processes from other education institutions.

Great Customer Service
Guidance and support from implementation and beyond, with 4.3/5 stars on Capterra.

"Being able to integrate other divisions (IT, payroll, facilities, executives, etc.) who also need access to some of our processes has been critical. ***[NEOED] has made it possible for our HR team to be successful."***

Samatha G., Higher Education HR Professional, Capterra Online Review

Trusted By

DSU · San Diego Unified School District · Clackamas Community College · Madera · Black Hawk College



Ready to make processes easier for HR and your employees?

Book an appointment on our website to see how NEOED puts all your HR needs in one place.

833.903.2915 | contact@neoed.com | neoed.com | @NEOEDHR

1. Customer Support
2. Professional Services
3. Let's Get Technical



NEOGOV

CUSTOMER SUPPORT & RESOURCES

CUSTOMER SUPPORT CONTACT INFORMATION:

Phone Number:
877-204-4442

Hours:
M - F, 6 AM - 6 PM Pacific Time

NEOGOV CUSTOMER SUPPORT INCLUDES:

- Unlimited Help Desk support
- Unlimited online case support
- Free attendance to quarterly 'NEOGOV Community Live' conference calls
- Free unlimited access to online user discussion forums
- Access to the online NEOGOV Community site for user documentation, training guides, announcements, and networking with other NEOGOV customers

NEOGOV COMMUNITY:

In order to access the Community, make sure you're logged into your NEOGOV product. Once you're logged in, hover over your name in the top right corner and click on either 'Help' or 'Help & Training' to enter the Community.

Through the Community, you have access to:

- Training tools and product reference materials
- A community forum to discuss best practices with your peers
- The Idea Lab to suggest or vote for potential product enhancements
- Release Notes on product enhancements
- Free online training through NEOGOV University
- Information about NEOGOV Connect, our annual user conference
- Quarterly community calls with NEOGOV product managers and other customers



Whether you need to get familiar with NEOGOV's products, polish your skills, or train a whole team, NEOGOV offers a range of options to ensure success. Learn to fully utilize our tools for truly **Intelligent HR**.

TRAINING OPTIONS

FREE

Training Materials and User Guides

One-on-One Spot Assistance with Customer Success

NEOGOV University

Step Up Series Events

PAID

Custom Online Training

Online Insight Consulting

NEOGOV CONNECT Conference

NEOGOV Pre-Conference Training

Our Professional Services offer customers the opportunity to seek support with a senior Customer Success Specialist or Trainer for a more tailored approach. These services, such as customized training, ensure you understand how to use our products and how to align your processes with the full spectrum of available functionality. Our Professional Services allow customers to maintain a high degree of understanding of NEOGOV products at all times.

FREE TRAINING OPTIONS

NEOGOV provides several free training options to assist our customers in becoming product experts. You can find all options in our Community Training page linked here. Please note that you must be logged into your NEOGOV account to access the Community.

Training Materials and User Guides

- Available 24/7 in the NEOGOV Community: community.neogov.com/training
- Gain product knowledge with our e-learning materials, training videos, user guides and webinar sessions
- All user guides are available for download

One-on-One Spot Assistance with Customer Success

- 30-minute appointments available for booking with a Product Specialist
- Get individual assistance about one specific feature or function

NEOGOV University

- Remote learning platform for new and long-time customers to deepen product knowledge
- The self-paced courses are designed to supplement implementation training to get the most out of your product after it is live
- Please note that not all belts are available for all products

Step Up Series

- A series of instructor-led, virtual product training sessions hosted each week
- Each event will cover anything from best practices, new features, functionality, and more!

PAID TRAINING OPTIONS

To further your team's product knowledge, we offer paid customized training. For more information on paid training, please reach out to proserv@neogov.net.

Custom Online Training

- Webinar-style training designed specifically for your organization
- Content and duration are determined based on a consultation
- Training can be one-on-one or one-on-many

Cost: $650 for two hours. $325 for each additional hour.

Online Insight Consulting

- Customer completes a Business Process Review and Checklist to identify new features that interest them
- Based on an assessment, a consultant recommends best practices/opportunities for improvement
- The consultant identifies enhancements or add-on products that will assist the organization based on the process recommendations

Combining with online training is recommended.

Cost: $2,600

NEOGOV CONNECT User Conference

- 2-day conference with multiple different in-depth session tracks to enhance your product understanding
- Hear from inspirational keynote speakers and industry experts
- Opportunities to network and share knowledge with over 500 public sector agencies

Cost: Visit neogov.com/connect for pricing and more information.

Pre-Conference Training

- Instructor-led, demonstration-style training offered before the NEOGOV CONNECT conference, where you will be provided with supported documentation
- Various levels of training for the different modules within the NEOGOV suite will be offered

Cost: Visit neogov.com/connect for pricing and more information.

NEOGOV

Let's Get Technical!

SUPPORT SERVICE LEVELS

We take all of your support requests very seriously. In order to ensure all your phone and online bug reports are appropriately addressed, we confirm all requests through case receipts. These case receipts are promptly shared with you. A NEOGOV employee will discuss and review the ticket with you to assess priority. After internal investigation, we'll update you with a resolution timeline.

HOSTING & SECURITY

NEOGOV places a priority on data security and implements industry-leading protection and resilience measures including, but not limited to:

INFRASTRUCTURE	SECURITY
Tier 3 fully redundant Data Centers located in different geographic zones	Best in class Endpoint Protection Platform (EPP)
No single point of failure	IDS/IPS
Multiple biometrics required for physical access	Automated and manual penetration testing
SOC1 type 2 certified Data Centers	Bug bounty program
Portable IP block accessible across multiple locations	Automatic DoS and DDoS preventative measures
Resilient routing using BGP across multiple ISPs	Application aware firewall filtering and AV scans
Latest Cisco UCS and EMC hardware	Only TLS1.2 ciphers allowed
COMPLIANCE	Inbound packet inspection
SOC2 type 2 certified	Multi-vendor firewalls
NIST 800.53 aligned	Data encryption in transit
PCI-DSS self-certified	Data encryption at rest using AES256

C. References and Experience (20 points)

1. *Provide a brief history of the supplier, including year it was established and corporate office location.*

NEOGOV is a privately held California C-Corporation and headquartered in El Segundo, CA. There is a second office in Draper, UT. Our mission is simple:

— We Serve the People —
WHO SERVE THE PEOPLE

We do this by providing industry-leading workforce management solutions that support public sector agencies. For over two decades, we have been committed to equipping these organizations with the tools they need to enhance efficiency, maintain compliance, and make data-driven decisions. Through a strategic approach to innovation and acquisition, NEOGOV has developed a comprehensive ecosystem that streamlines several public safety workforce management functions including incident command, operational management, workforce oversight, and case management. With nearly 1,000 employees and over 13,000 public sector customers, NEOGOV is the leader in government workforce management software.

A Legacy of Innovation and Strategic Growth

NEOGOV was founded in 1999 as Governmentjobs.com with a vision to transform public sector human resources and workforce management. As government agencies faced increasing challenges in recruitment, training, and operational efficiency, we recognized the need for a unified, technology-driven approach to support their evolving needs. To expand our capabilities, NEOGOV embarked on a strategic acquisition path, integrating specialized solutions that addressed key aspects of public sector operations.

In 2017, NEOGOV acquired FirstNet Learning Systems, a company specializing in training and compliance tracking. This acquisition allowed agencies to monitor professional development and ensure that personnel maintained essential certifications. In 2018, NEOGOV further strengthened its offerings by acquiring High Line Corporation, a leader in payroll and human resources information systems (HRIS). This expansion provided agencies with a seamless workforce management platform, allowing them to handle payroll, benefits, and scheduling more efficiently.

In 2020, NEOGOV took another significant step forward by acquiring PowerDMS a company founded in 2001 with a platform dedicated to policy management, accreditation, and compliance for public safety agencies. Since PowerDMS was acquired, NEOGOV has strengthened its commitment to the needs of public safety agencies by buying and building more than 10 additional products designed to assist with their unique workforce management challenges.

After more than 25 years in business, NEOGOV now offers more than 20 core products, and operates under the brands NEOGOV, NEOED, PowerDMS by NEOGOV, and Governmentjobs.com. The company's legal name is Governmentjobs.com, d/b/a NEOGOV. You will find all of the brands mentioned at times throughout this proposal and used throughout our publicly visible marketing and communications.

They are often also used interchangeably by our 13,000 customers. For the avoidance of doubt, NEOGOV is a single company wholly owned by LOBOS Parent, Inc. which is a holding company that exists solely for the purpose of organizing the financial interests of Warburg Pincus and the Carlyle

Group, two of the largest and most prestigious private equity firms in the world with more than $400 billion in assets under management. LOBOS also includes the ownership of the other minority shareholders. NEOGOV is the only asset of LOBOS Parent, Inc. For compliance with generally acceptable accounting principles, LOBOS Parent, Inc. is how NEOGOV is referred to in the audit letter from KPMG provided in this RFP response.

2. Describe supplier's reputation in the marketplace.

Over the past five years, NEOGOV has garnered numerous industry awards that highlight our leadership and innovation in public sector technology. We've consistently earned a spot on the prestigious GovTech 100 list for nine consecutive years, and our accolades include the Brandon Hall Group Gold Award for Best Customer Training Program in 2023, recognition as one of the fastest-growing private companies by SO500 in 2019, and several awards for our products and workplace, such as the PowerDMS Named a Best Companies to Work For in 2021. Also named one of the 100 Fastest Growing Private Companies in Los Angeles by the Los Angeles Business Journal, named number 12 of the Top 50 Local Government Companies by the ELGL Choice Awards and was featured on Deloitte's Technology Fast 500TM. These recognitions reflect our sustained commitment to excellence and innovation in serving government agencies NEOGOV is affiliated with the associations below:

1.NASPE (National Association of State Personnel Executives)
2. NASCA (National Association of State Chief Admins)
3. IPMA-HR (International Public Management Association for HR) Including southern, midwest, eastern, and western region chapters
4. ICMA (International City/County Manager Association)
5. NNAHRA (National Native American HR Association)
6. CUPA-HR (College & University Professional Association for HR)

We also sponsor conferences put on by these groups:
1. NPELRA (National Public Employer Labor Relations Association) Including the CA Chapter (CALPELRA)
2. SHRM (Society of Human Resources Management)
3. PRIMA (Public Risk Management Association)
4. APA (American Payroll Association)

NEOGOV IGNITE USER CONFERENCE
NEOGOV's IGNITE Conference and Pre-Conference Training are annual, live, in-person events. Our Ignite conference brings together dedicated NEOGOV customers in the public sector, NEOED customers in education, and loyal PowerDMS customers in public safety, for a 3-day conference of learning and networking. Last year, Ignite attracted 1,400+ attendees across public service industries including government, public safety, education, and more.

3. Describe supplier's reputation of products and services in the marketplace.
We are the people, who serve the people, who serve the people. At NEOGOV, our teams are devoted to serving customer agencies in order for them to better serve the people in their communities.

NEOGOV has been serving the public sector for over 20 years and continues to provide solutions only to public agencies that are tailored to the needs of the industry. Our teams constantly request feedback from users and use it to build out new features in our products. Each quarter Product Managers develop their Product Roadmaps according to the feedback and requests left directly from customers.

NEOGOV has ranked 4.5 of 5 stars on Gartner's Peer Insights and continues to be recommended by customers throughout the country. Based on the Gartner Peer Insights's reviews, customers have lauded NEOGOV's service and support.

4. Describe the experience and qualification of key employees.

Resumes are included. Each NEOGOV Implementation Consultant has extensive product knowledge and experience in implementing NEOGOV software for agencies to Go Live by their desired deadlines. Specific consultants are strategically paired with agencies to successfully implement the desired product. Please see the attached NEOGOV Key Personnel document for information about our consultants. Once a consultant is assigned, they will be the primary point of contact during the implementation of each specific product.

Executive Management

NEOGOV CEO

Shane Evangelist

Since 2017, Shane has served as NEOGOV's Chief Executive Officer, overseeing the creation and execution of long-term product strategy. Under his leadership, NEOGOV has seen expansive growth in public sector and higher education clients, increases in customer satisfaction, and a more contemporary start-up environment. His responsibilities include:

- Oversees creation and execution of long-term product strategy
- Responsible for executive leadership and management of the company

Chief Revenue Officer

Matt Redden

As the CRO, Matt leads the business development, sales, marketing, pricing, training, partner strategy and revenue management for NEOGOV. The job is to test demand generation, selling, growth hacking, etc., to measure success and failure, and know when, where and how to "double-down."

- Develop growth strategies with the executive team and board of directors
- Create accountability within the company by developing appropriate metrics and coordinating compensation and promotions with these metrics
- Monitor the revenue pipeline and leads, adjusting as necessary to create sustainable growth
- Establish both short-term results and long-term strategy, including revenue forecasting
- Oversee all Channel/Partner Development -- adding new sales channels and 3rd party resellers and partners

Chief Technology Officer

Durga Palamakula

Durga in his role as CTO leads the technology and product vision for our SaaS based human resources and management platform. He is passionate about building efficient and innovative software products for Public Sector while making sure our platform meets the industry standards for reliability, performance, and security. His core responsibilities include:

- Define product direction and strategy that serves the overall company vision, while delivering best possible value for customers
- Build a world class team; foster and support a culture of innovation and excellence in product, engineering, and IT teams
- Work closely with executive team to define project priorities and milestones. While collaborating with product management, engineers, architects, and operation teams on product delivery that meet customer requirements and quality standards.

Chief Information Security Officer

Anurag Ojha

As our CISO, Anurag is responsible for establishing and maintaining the enterprise information security vision, strategy, and program at NEOGOV. He works closely with our executive team, product management, engineers, architects, and operation teams to ensure information assets and technologies are adequately protected.

Chief Financial Officer

Alex Chun

As CFO, Alex leads the accounting and financial planning functions of the company, including the development of annual budgets and long-term plans, management of financial risks, tracking of operational and financial KPIs, record-keeping, and financial reporting. In addition to his finance functions, Alex is also responsible for:

- Evaluating potential strategic acquisitions, mergers, and partnerships
- Communicating financial and operating results to the Board of Directors and key investors

President, High Line Software (a NEOGOV Company)

Tracey Virtue

As one of our key Executives, Tracey's specialty is leading cross-functional initiatives that bring together personnel from different departments and divisions to achieve NEOGOV's strategic objectives. With over 15 years of strategic management experience, Tracey has spent the past four years ensuring that NEOGOV continually improves and succeeds. Some of her responsibilities include:

- Key member of the Executive Committee providing leadership and direction for the Company
- Develop and execute the company's strategic plan for long term growth and profitability

Chief Operations Officer

Aaron Coleman

As the COO, Aaron Coleman leads our implementation and customer success teams to ensure a seamless process for all our customers and partners. He operates across our departments to bring together all our company resources in order to better serve our customers. Some of his responsibilities:

- Executive oversight of NEOGOV Customer Support and Professional Services
- Identify opportunities for product growth, improvement, and efficiency

Chief Product Officer

Denise Hemke

As the Chief Product Officer, Denise Hemke leads our Product development teams to ensure updated and consistent products. She operates across our departments to bring together all our company resources in order to better serve our customers. Some of her responsibilities:

- Executive oversight of NEOGOV Product development
- Identify opportunities for product growth, improvement, and efficiency

Director of Product - Insight

Michelle Cline

As a former Customer Success Manager and current Product Manager for NEOGOV's flagship product - Insight, Michelle has over 12 years of experience in ensuring customer satisfaction with NEOGOV's products. She currently is responsible for the following:

- Lead initiatives for new product features to our flagship product used by over 1,600 customers.
- Analyze and design new features, develop functional requirements. Coordinate with development and QA teams.
- Develop and distribute enhancement release notes.
- Conduct monthly user calls with customers on a variety of human resource and system-related topics.
- Conduct customer product demos.
- Liaison to customer support and sales team on issues as well as product roadmap.

Director of Product Onboard, eForms, Learn, Perform

Pamela Kubiak

With over eight years of experience in HR software and processes in both private and public sector, Pamela's areas of expertise ranged from evaluations, new hire onboarding, HRIS and reporting, social engagement, peer-to-peer recognition, and employment lifecycle changes. As of late, her primary focus has been on onboarding, offboarding and employment lifecycle changes. She is currently responsible for the following:

- Oversees all initiatives involved with NEOGOV's Onboard and eForms Product, from writing specifications for future enhancements to managing product roadmaps
- Works extensively with public sector HR professionals and product engineers to prioritize the HR technology features you need
- Conduct User Testing calls for new product as well as new features within existing products
- Conduct informational as well as training calls for users to stay engaged with the everchanging landscape

Director of Product, HRIS

Todd Hutchings

Todd has specialized in human resources, payroll services, benefit administration, & payroll tax services for over 13 years. His extensive knowledge and background of automating human resources processes has allowed numerous agencies to maximize their efforts and efficiency. His responsibilities include:

- Executing deployments and best practice coaching for customers
- Managing the development of Core HR, Time and Attendance and Payroll software, as well as implementation
- Tracking and ensuring support SLAs are being achieved and exceeded
- Identify opportunities to improve metrics and team efficiency based on results of reporting and analytics

- Conducting quality & product usage checks to ensure customer & product satisfaction expectations are being satisfied for customers and that a high level of service is being delivered
- Developing and maintaining project plans, issues logs, status reports, and time/ budget reports
- Collect, understand, and articulate basic to complex customer requirements and understand how to translate business requirements into configuration options and business process changes

Implementation

**Implementation Consultants are assigned based on the product being implemented. Specific consultants are strategically paired with agencies to successfully implement the desired product.*

Director of Implementations, TMS

Krystyna Mishler

One of the most important team members to customer success is Krystyna Mishler, Director of Implementations. Krystyna works diligently to manage our software implementation consultant team. She is responsible for ensuring your NEOGOV product implementations are on time and either meet or exceed your expectations. Her responsibilities include:

- Oversee all professional services, including implementations, consulting, and training (including NEOGOV University).

Director of Implementations, HRIS

Joanne Chan

Joanne is our Director of Implementations for HRIS with experience overseeing Project Management, Integrations and Software Implementations. She currently works with managing our Implementation Team, coaching for best practices and ensuring customer success.

Integration Implementation Manager

Kasey Pearce

Kasey manages the integrations team for all of our TMS integration implementations. She currently works with our clients on integration implementations, consulting for best practices, and ensuring overall customer satisfaction.

Customer Success

Director of Customer Success

Miya Jin

Miya currently leads the Customer Success at NEOGOV. She has an extensive background in delivering optimal service to all customers whenever help is needed. Her responsibilities include:

- Managing NEOGOV's Customer Success Team
- Develop online user tutorials, guides, and forums to allow customers to have a better
- understanding of product best practices
- Consult with customers to evaluate core HR processes and provide knowledge into immediate applications of NEOGOV products
- Troubleshoot customer needs over the lifetime of product use

The implementation consultants' responsibilities include:

- Executing deployments and best practice coaching for customers
- Executing daily operations for assigned customers and implementations, including schedules,
- time tracking, health check delivery, etc.
- Tracking support level and customer satisfaction metrics; Ensure the support SLA's are being achieved and exceeded - Identify opportunities to improve metrics and team efficiency based on results of reporting and analytics
- Conducting quality & product usage checks to ensure customer & product satisfaction expectations are being satisfied for customers and that a high level of service is being delivered
- Developing and maintain project plans, issues logs, status reports, and time/ budget reports
- Troubleshooting by replicating reported issues in a test environment and summarize issues accurately and succinctly in QA steps; develop and execute robust and creative test case scenarios
- Collect, understand, and articulate basic to complex customer requirements and understand how to translate business requirements into configuration options and business process changes

5. Describe supplier's experience working with the government sector.

87% of NEOGOV sales in the past 3 years have been to the Government sector. Since entering the marketplace, NEOGOV has prided itself on creating its products specifically for the government sector. Starting in 2000, NEOGOV has been delivering specialized human resources management solutions to public sector and education organizations. With over 6,000 customers across the nation and a user base that continues to grow each year. NEOGOV excels as a market leader in human resources management software for government agencies.

Our scope includes organizations as small as 10 employees all the way up through 100,000+ employees. This includes cities, counties, state governments, special districts, higher education, and K-12. A large difference that NEOGOV leverages amongst our customer-base is the aspect of community in the public-sector. Our customers learn from each others business processes and challenges to better service their citizens in real life, and we incorporate the same methodology into our platforms and the way we do business. In being part of the NEOGOV Community, customers share information with one another and NEOGOV itself. This enables us to drive our platforms forward with a strong footprint from our organizations, ultimately corresponding in solutions truly created for government entities.

6. Describe any social diversity initiatives.

We do not have a formal diversity program, however we are currently seeking women, minority, veteran and veteran-disabled owned suppliers to partner with. These vendor relationships will not result in any adjustments to pricing for customers.

NEOGOV works with agencies across the country and has partnerships with various MSWBE organizations in states including Illinois, Maryland, Texas, Tennessee. A copy of the organization's certifications can be provided upon Award of Contract.

7. Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.

None.

8. Provide a minimum of 5 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.

Organization Name 1	**Alabama Community College System**
Scope of Services/contract description	Currently has Insight, Onboard, Perform, Learn, and eForms. They have been a customer since 8/11/2021
Dollar Value of Contract:	We do not release this information
Assigned Project Personnel:	Jinny Kim – Project Manager Catherine Yoshimoto – Implementation Consultant
Contact Name and Title:	Shain Wilson, Senior Information Analyst HR & Payroll
Phone Number:	(205) 299-6700
Email Address:	shain.wilson@accs.edu

Length of relationship:	Since 8/11/2021

Organization Name 2	**Sacramento Housing and Redevelopment Agency**
Scope of Services/contract description	Current products – Insight, Onboard, Attract, Perform, Learn, eForms, Core HR, Time & Attendance, Benefits, Payroll, PowerPolicy
Dollar Value of Contract:	We do not release this information
Assigned Project Personnel:	Erika Simpson – Project Manager David Sonny – Implementation Consultant
Contact Name and Title:	Tracy Knighton, HR Manager
Phone Number:	916-440-1359
Email Address:	tknighton@shra.org
Length of relationship:	Since 10/5/2007

Organization Name 3	**County of San Diego (CA)**
Scope of Services/contract description	Insight, Onboard, Attract
Dollar Value of Contract:	We do not release this information
Assigned Project Personnel:	Alexis Scruggs – Project Manager Savanna Minor – Implementation Consultant
Contact Name and Title:	Jessica Carlson, SR HR Analyst
Phone Number:	858-505-6576
Email Address:	jessica.carlson@sdcounty.ca.gov
Length of relationship:	Since 10/16/2007

Organization Name 4	**City of Annapolis (MD)**
Scope of Services/contract description	Insight, Onboard, Perform, eForms, Learn, Attract, Core HR, Benefits, Time & Attendance, Payroll, GovernmentJobs.com
Dollar Value of Contract:	We do not release this information
Assigned Project Personnel:	Jessica Robertson – Project Manager Sherry Padron – Implementation Consultant
Contact Name and Title:	Carrie Kramer, MIT Analyst
Phone Number:	(410) 263-7529

Email Address:	ckramer@annapolis.gov
Length of relationship:	Since 2/23/2023

Organization Name 5	**Town of Mountain Village (CO)**
Scope of Services/contract description	Insight, Onboard, Perform, eForms, Learn, Attract, Core HR, Benefits, Time & Attendance, Payroll, GovernmentJobs.com
Dollar Value of Contract:	We do not release this information
Assigned Project Personnel:	Jamie Ketterer – Project Manager Sherry Padron – Implementation Consultant
Contact Name and Title:	Lindsay Niehaus, HR Coordinator
Phone Number:	(970) 369-6409
Email Address:	lniehaus@mtnvillage.org
Length of relationship:	Since 9/27/2022

9. Region 14 ESC reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any submitting a proposal.

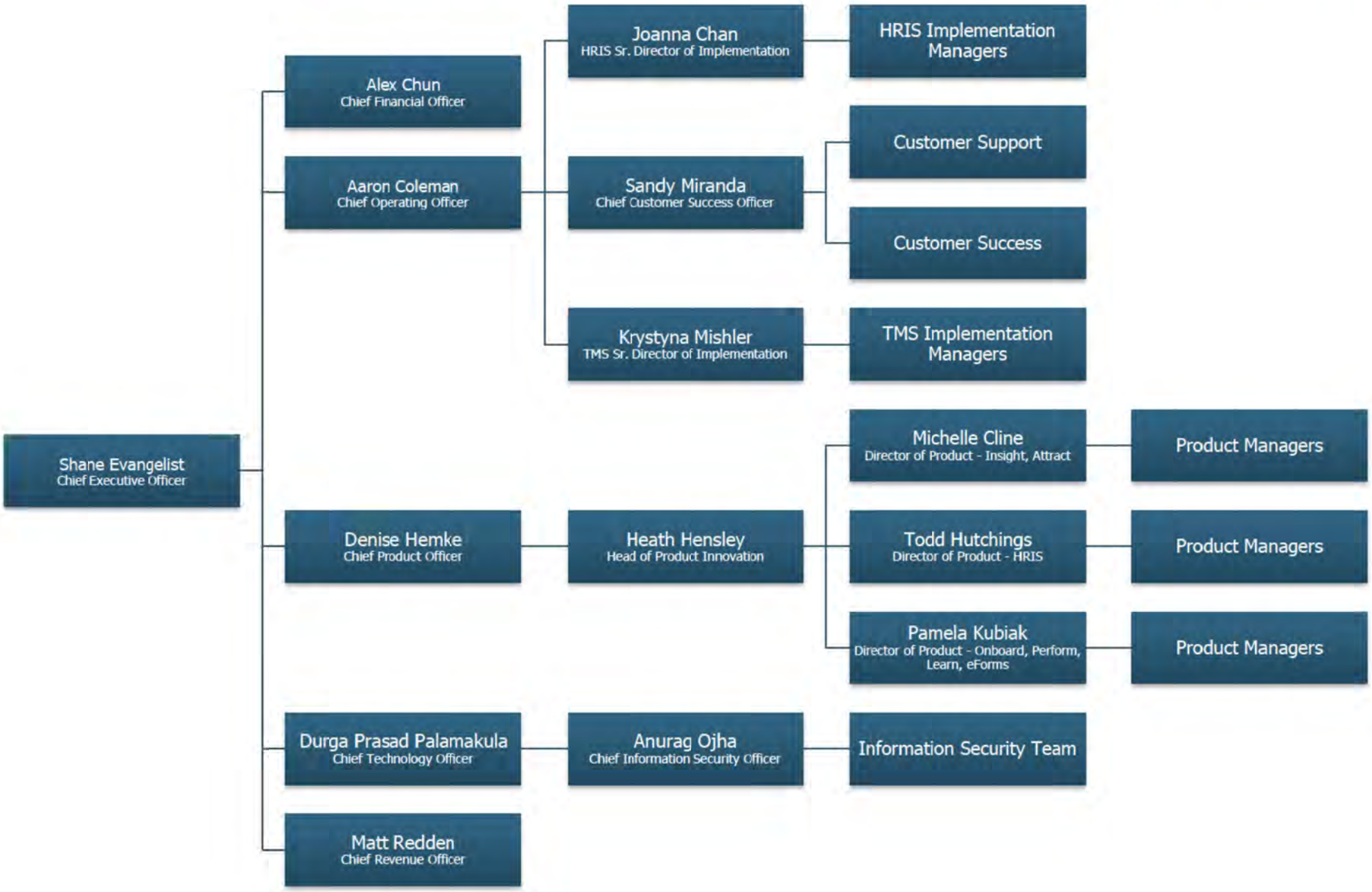
Yes, Governmentjobs.com, Inc. acknowledges.

10. Provide any additional information relevant to this section.

See attached product information sheets for additional information.

Org Chart + Resumes

NEOGOV



CONTACT

https://www.linkedin.com/in/shane-evangelis
a72354/?jobid=1234/

EDUCATION

Southern Methodist University – Cox School o

MBA, Finance

1999 - 2000

UNM Anderson School of Management

BBA, Marketing

1992 - 1997

Shane Evangelist

CEO at NEOGOV

Los Angeles, CA

EXPERIENCE

NEOGOV | El Segundo, CA
CEO
April 2017 - Present

US Water Filters | Minneapolis, MI
Board of Directors
April 2012 – Present

Tourneau | New York, New York
Advisory Board Member
September 2016 – February 2018

US Auto Parts | Carson, CA
CEO
October 2007 – March 2017

Board of Directors
October 2007 – March 2017

PS I Love You |Los Angeles, CA
Board Member
February 2011 – June 2015

Blockbuster | Dallas, TX
SVP & GM, Blockbuster Online
January 2004 – October 2007

Vice President of Strategic Planning
April 2000 – January 2004

IBM | New York, NY
Business Unit Executive
1997 – 2001

CONTACT

kmishler@neogov.net

https://www.linkedin.com/in/krystyna-faillace-bb488935/?jobid=1234

EDUCATION

University of Southern California
Bachelor of Arts, Communication

Universitat Autònoma de Barcelona

Krystyna Mishler

Director of Professional Services at NEOGOV
Atlanta, GA

EXPERIENCE

NEOGOV | El Segundo, CA
Director of Professional Services
March 2020 - Present

Director of Customer Engagement
February 2019 – March 2020

Implementation Consultant Manager
March 2018 – January 2019

Customer Success Manager / Implementation Consultant / Solutions Engineer
September 2015 – March 2018

Customer Support Lead / Applicant Support Manager
March 2013 – September 2015

Recruiter
May 2012 – March 2013

Prime Public Relations | Culver City, CA
Administrative Assistant
May 2011 - February 2012

AssetSmart | Westlake Village, CA
Marketing/Advertising Intern
May 2009 - August 2009

Prototypes | Los Angeles, CA
Intern
December 2007 - January 2008

Cielo Unlimited
Administrative Assistant
June 2006 - August 2006

CONTACT

mjin@neogov.net
https://www.linkedin.com/in/miyajin/

EDUCATION

Loyola Marymount University, College of Business Administration

Bachelor, Finance

2010 – 2014

Miya Jin

Director of Professional Services at NEOGOV
Los Angeles, CA

EXPERIENCE

NEOGOV | Los Angeles, CA
Director, Professional Services
July 2021 – Present

Manager, Implementations
April 2020 – June 2021

Implementation Supervisor
June 2019 – April 2020

Senior Implementation Consultant
January 2017 – April 2020

Implementation Consultant
September 2016 – January 2017

Peter Lehmann Wines | Tanunda South Australia
Cellar Hand
January 2016 – April 2016

HR Cloud | El Segundo, CA
Customer Success Representative
June 2014 – August 2015

The Coca-Cola Company | Loyola Marymount University
Brand Manager
January 2013 – May 2013

CONTACT

dhemke@neogov.net
https://www.linkedin.com/in/denisehemke/

EDUCATION

University of South Florida
BS, Marketing and MIS
1996-2001

Denise Hemke

Chief Product Officer at NEOGOV
Novato, CA

EXPERIENCE

NEOGOV
Chief Product Officer
01/2024 - Present
Leads the NEOGOV product strategy across all markets, driving innovation, customer satisfaction, and excellence.

Checkr | San Francisco, CA
Chief Product Officer
01/2022 - 10/2023

Workday | Pleasanton, CA
General Manager, Analytics
01/2021 - 01/2022

Workday | Pleasanton, CA
Vice President, Analytics Product Management & Strategy
05/2019 - 01/2021

Workday | Pleasanton, CA
Senior Director of Product Management, Analytics
06/2017 – 05/2019

Workday | Pleasanton, CA
Director of Product Management, Analytics
08/2016 – 06/2017

Platfora (acquired by Workday) | San Mateo, CA
Director of Engineering & Director of Product Management
01/2013 – 08/2016

Salesforce.com | San Francisco, CA
Senior Manager & Director of Engineering
03/2008 – 01/2013

HSBC | Tampa, FL
Technical Project Management & SRE
06/2006 – 03/2008

AT&T | Tampa, FL
Web Applications & ETL Developer
2001 - 2006

CONTACT

https://www.linkedin.com/in/sandymiranda/

EDUCATION

University of Phoenix
BA, Management

Liberty University
MA, Mental Health Counseling/Counselor

Sandy Miranda

Chief Customer Success Officer at NEOGOV
Orlando, FL

EXPERIENCE

NEOGOV
Chief Customer Success Officer
April 2017 - Present

PowerDMS | Orlando, FL
VP of Customer Success
July 2015 – April 2017

PowerDMS | Orlando, FL
Director of Customer Success
March 2012 – July 2015

PowerDMS | Orlando, FL
Customer Care Manager
June 2011 – March 2012

The Revere Group | Orlando, FL
Service Delivery Manager
May 2007 – June 2011

Hughes Supply | Orlando, FL
System Support
1999 - 2007

Heath Hensley

Head of Product Innovation at NEOGOV

Winter Park, FL

CONTACT

hhensley@neogov.net
linkedin.com/in/heathhensley/

CERTIFICATIONS

Scrum Master Certification
3Back Scrum Pathways
Issued Mar 2009

EDUCATION

University of Central Florida
BS in Computer Engineering
2004 - 2009

EXPERIENCE

NEOGOV | El Segundo, CA
Head of Product Innovation at NEOGOV
Jan 2021 - Present
Helping NEOGOV build and buy new products for our portfolio and assisting with innovation throughout the portfolio of existing products.

PowerDMS | Orlando, FL
Co-founder and Chief Technology Officer
September 2004 - January 2021

University of Central Florida | Orlando, FL Adjunct Professor - Technology Entrepreneurship August 2017 - May 2018

PowerDetails | Orlando, FL
Co-founder and Director
Sep 2004 - Present

CONTACT

jpirraglia@neogov.net

www.linkedin.com/in/jim-pirraglia-42193a4

CERTIFICATIONS

Product Strategy -Discovering, Developing, Managing and Marketing Products as a Business

Northwestern University – School of Management

November 2019

Agile Product Management Excellence

280 Group

July 2010

EDUCATION

Adelphi University

BA, Communications

Jim Pirraglia

VP, Product, HRIS at NEOGOV

New York

EXPERIENCE

NEOGOV
VP, Product, HRIS
9/21 - <Present>
Lead HRIS Product group including growing/scaling team, defining product strategy and enabling team to execute on roadmap to drive customer adoption and market value.

Smartlinx Solutions | <Iselin, NJ>
VP, Product & Strategy
6/19-8-21
As a senior member of the Executive team and shareholder, my focus was on delivering innovative products and strategy scaled for growth. Led the Product and Design team, building platform HCM solutions in the long term/post-acute health market.

Trackforce Valiant | <Iselin, NJ>
VP, Product Management
12/02- 6/19
Senior member of Executive team and shareholder, responsible for product strategy for the HCM platform in the Contract Security and Hospitality markets. Introduced and implemented a formal Product Management team including implementing Agile best practices.

CONTACT

kpearce@neogov.net
LinkedIn profile

EDUCATION

Colorado State University
Computer Information Systems
1998-2001

Kasey Pearce

Integration Implementation Manager at NEOGOV

EXPERIENCE

NEOGOV
Integration Implementation Manager at NEOGOV
10/2021 – present
Manage integrations team for all TMS integration implementations.

Neon One | Remote
Director of Technical Implementation
10/2020 – 06/2021

Neon One | Remote
VP of Operations
12/2019 – 10/2020

CiviCore (acquired by Neon One) | Denver, Colorado
VP of Operations / Senior Software Engineer /Web Application Developer
10/2001 – 12/2019

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Appendix A – Required Documents

1. Antitrust Certification Statement (Tex. Government Code § 2155.005)
2. Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295)
3. Texas Government Code 2270 Verification Form
4. Any additional agreements supplier will require Participating Agencies to sign

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Appendix A, Doc #1

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)
Attorney General Form

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and

4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company GovernmentJobs.com, Inc. dba NEOGOV

Address 2120 Park Place, Ste 100
El Segundo, CA
90245

Phone 310-971-9588

Fax 310-426-6305

Contact

Signed by:
5B84B0112B7F472...
Signature
Nicholas Kromer
Printed Name
Vice President of Revenue Operations
Position with Company

Official Authorizing Proposal

Signed by:
5B84B0112B7F472...
Signature
Nicholas Kromer
Printed Name
Vice President of Revenue Operations
Position with Company

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Appendix A, DOC # 2

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Staring on January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. This process is known as acknowledging the certificate. The commission will post the acknowledged Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. The posted acknowledged form does not contain the declaration of signature information provided by the business.

A certificate will stay in the pending state until it is acknowledged by the governmental agency. Only acknowledged certificates are posted to the commission's website.

Electronic Filing Application:
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Frequently Asked Questions:
https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php

Changes to Form 1295: https://www.ethics.state.tx.us/data/filinginfo/1295Changes.pdf

Version April 10, 2024

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Appendix A, DOC # 3

Texas Government Code 2270 Verification Form

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, Nicholas Kromer, as an authorized representative of

Governmentjobs.com, Inc. dba NEOGOV, a contractor engaged by

Insert Name of Company

Region 14 Education Service Center, 1850 Highway 351, Abilene, Texas 79601, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.

Signed by:

5B84B0112B7F472...

Signature of Named Authorized Company Representative

6/17/2025

Date

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ATTACHMENT A

Requirements for National Cooperative Contract To Be Administered by OMNIA Partners

Exhibit F – Federal Funds Certifications

Exhibit G – New Jersey Business Compliance

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Exhibit F
Federal Funds Certifications

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non–Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non–Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non–Federal entity that, consistent with 31 U.S.C. 6302–6305:

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non–Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non–Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

(2) An agreement that provides only:

(i) Direct United States Government cash assistance to an individual;

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non–Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

(a)(1) The Federal financial assistance that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

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Non–Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

(a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

(b) Is not organized primarily for profit; and

(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non–Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non–Federal entity during the same or a future period.

Pass-through entity means a non–Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non–Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non–Federal entity may purchase property or services using small purchase methods. Non–Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is $250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non–Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) *Definitions.* As used in this provision—

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Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It □ will, □ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It □ does, □ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer.

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

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(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means–

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means–

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

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Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (*e.g.*, connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (*e.g.*, voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

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(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.327, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES _____ Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non - Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work

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Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

In the event Federal Transit Administration (FTA) or Department of Transportation (DOT) funding is used by Participating Public Agency, Offeror also agrees to include Clean Air and Clean Water requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

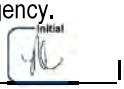
Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

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(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES  Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

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

(3) The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Does offeror agree? YES  Initials of Authorized Representative of offeror

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RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. Additionally:

(1) The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7.A general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11.

(2) A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

The following certificates titled FTA and DOT Buy America Certification should be completed and returned with the response as part of FTA and DOT requirements.

FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) - BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENTOF ROLLING STOCK

CERTIFICATE OF COMPLIANCE

(select one of the two options, NOT BOTH)

Certificate of Compliance with 49 USC §5323(j)

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.

Check for YES ☑

OR

Certificate of <u>Non-Compliance</u> with 49 USC §5323(j)

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 CFR 661.7.

Check for YES ☐

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FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) - BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS

CERTIFICATE OF COMPLIANCE (select one of the two options, NOT BOTH)

Certificate of Compliance with 49 USC §5323(j)(1)

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

Check for YES: ☑

OR

Certificate of Non-Compliance with 49 USC §5323(j)(1)

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.

Check for YES: ☐

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

Offeror's Name: Governmentjobs.com, Inc. dba NEOGOV

Address, City, State, and Zip Code: 2120 Park Place, Ste 100 El Segundo, CA 90245

Phone Number: 310-971-9588

Fax Number: 310-426-6305

Printed Name and Title of Authorized Representative: Nicholas Kromer- VP of Revenue Operations

Email Address: bids@neogov.net

Signature of Authorized Representative: _____

Date: 6/17/2025

Signed by: 5B84B0112B7F472

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

COMMUNITY DEVELOPMENT BLOCK GRANTS

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Offeror shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Offeror shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

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Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name: Governmentjobs.com, Inc. dba NEOGOV

Address, City, State, and Zip Code: 2120 Park Place, Ste 100, El Segundo, CA 90245

Phone Number: 310-971-9588 Fax Number: 310-426-6305

Printed Name and Title of Authorized Representative: Nicholas Kromer- VP of Revenue Operations

Email Address: bids@neogov.net

Signature of Authorized Representative: Signed by: 5884B0112B7F472... Date: 6/17/2025

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FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS

Awarded Supplier(s) (also referred to as Contractors) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA and Additional Federal Funding Special Conditions required by the Federal Emergency Management Agency (FEMA) and other federal entities.

"Contract" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

Notice of Legal Matters Affecting the Federal Government

In the event FTA or DOT funding is used by Participating Public Agency, Contractor agrees to:

1) The Contractor agrees that if a current or prospective legal matter that may affect the Federal Government emerges, the Contractor shall promptly notify the Participating Public Agency of the legal matter in accordance with 2 C.F.R. §§ 180.220 and 1200.220.

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2) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

3) The Contractor further agrees to include the above clause in each subcontract, at every tier, financed in whole or in part with Federal assistance provided by the FTA.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:
a. Equal opportunity and nondiscrimination laws
b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Socioeconomic Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C,F,R, § 200,326 and 2 C,F,R, Part 200, Appendix II, Required Contract Clauses

1. CONTRACT REMEDIES

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at $250,000 for procurements made on or after June 20, 2018,4 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and must provide for sanctions and penalties as appropriate.

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1.1 Applicability
This contract provision is required for contracts over the SAT, currently set at $250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

1.2 Additional Considerations
For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than $100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for force majeure or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

2. TERMINATION FOR CAUSE AND CONVENIENCE

a. Standard. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

b. Key Definitions.

i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract,

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loan, insurance, or guarantee under which the applicant itself participates in the construction work.

ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September

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24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or

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suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

a. Standard. All prime construction contracts in excess of $2,000 awarded by non- Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

b. Applicability. The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program, intercity Passenger Rail Program, and Rehabilitation of High Hazard Potential Dams Program.

c. Requirements. If applicable, the non-federal entity must do the following:

i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

a. All transactions regarding this contract shall be done in

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compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

b. Applicability. This requirement applies to all contracts for construction or repair work above $2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.

c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract

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clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

6. CONTRACT WORK HOURS AND SAFETY STANDARDSACT

a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

b. Applicability. This requirement applies to all FEMA contracts awarded by the non- federal entity in excess of $100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in suchworkweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of
$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

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(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or loan/grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT ORAGREEMENT

a. Standard. If the FEMA award meets the definition of "funding agreement" under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non- Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).

b. Applicability. This requirement applies to "*funding agreements*," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROLACT

a. Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200,

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Appendix II(G).

b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of $150,000 under a federal grant.

c. Suggested Language. The following provides a sample contract clause.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

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c. Requirements.

i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.

ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.

iii. Specifically, a covered transaction includes the following contracts for goods or services:

1. The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.

2. The contract requires the approval of FEMA, regardless of amount.

3. The contract is for federally-required audit services.

4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of $25,000.

d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

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(3) This certification is a material representation of fact relied upon by the Participating Public Agency. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

a. Standard. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of $100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

c. Suggested Language.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements

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The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Contractor, Governmentjobs.com, Inc. dba NEOGOV, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signed by:
5BB4B0112B7E4Z2

Signature of Contractor's Authorized Official

Nicholas Kromer

Name and Title of Contractor's Authorized Official

6/17/2025

Date

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11. PROCUREMENT OF RECOVERED MATERIALS

a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.

b. Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.

c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds
$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

d. Suggested Language.

i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

12. DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

Applicability For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

13. ACCESS TO RECORDS

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a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

Access to Records. The following access to records requirements apply to this contract:

i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

14. CHANGES

a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

15. DHS SEAL, LOGO, AND FLAGS

a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).

b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts".

16. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.

b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

17. NO OBLIGATION BY FEDERAL GOVERNMENT

a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or

fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

d. In the event FTA or DOT funding is used by a Participating Public Agency, Contractor further acknowledges U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, and apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to me made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

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Contractor also acknowledges that if it makes, or causes to me made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Name: Governmentjobs.com, Inc. dba NEOGOV

Address, City, State, and Zip Code: 2120 Park Place, Ste 100 El Segundo, CA 90245

Phone Number: 310-971-9588 Fax Number: 310-426-6305

Printed Name and Title of Authorized Representative: Nicholas Kromer- VP of Revenue Operations

Email Address: bids@neogov.net

Signature of Authorized Representative: Signed by: 5B84B0112B7E472...

Date: 6/17/2025

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NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statues. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Disclosure of Investment Activities in Iran
DOC #7	Certification of Non-Involvement in Prohibited Activities in Russia or Belarus
DOC #8	New Jersey Business Registration Certificate
DOC #9	EEOAA Evidence
DOC #10	MacBride Principals Form

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

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DOC #1

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: Governmentjobs.com, Inc. dba NEOGOV

Organization Address: 2120 Park Place, Ste 100 El Segundo, CA 90245

Part I Check the box that represents the type of business organization:

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

■ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

Part II

■ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (**COMPLETE THE LIST BELOW IN THIS SECTION**)

OR

☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (**SKIP TO PART IV**)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
Warburg Pincus (through affilicated entities)	450 Lexington Ave New York, NY 10017
The Carlyle Group (through its affiliated entities)	10100 Santa Monica Blvd #600, Los Angeles, CA 90025
Frontier Capital (through its affiliated entities)	525 N Tryon St, Suite 1900 Charlotte, NC 28202

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Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address
N/A	

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***<name of contracting unit>*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ***<type of contracting unit>*** to notify the ***<type of contracting unit>*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***<type of contracting unit>*** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Nicholas Kromer	Title:	Vice President of Revenue Operations
Signature:	Signed by: 5B84B0112B7F472	Date:	6/17/2025

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DOC #2

NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-H
Name of Form:	**NON-COLLUSION AFFIDAVIT**
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.

Docusign Envelope ID: 3D7D34A3-3B19-48F9-B065-7B9A5DBCD191

NON-COLLUSION AFFIDAVIT

State of ~~New Jersey~~ FL---
County of Orange

ss:

RFP for Software and SaaS Solutions
RFP 25-S940

I, Nicholas Kromer (name of affiant) residing in El Segundo (name of municipality)
in the County of LOS ANGELES and State of CALIFORNIA of full age,
being duly sworn according to law on my oath depose and say that:

I am Vice President of Revenue Operations (title or position) of the firm of Governmentjobs.com, Inc. dba NEOGOV (name of firm)

_____ the bidder making this Proposal for the bid

entitled Region 14 ESC Software and SaaS Solutions RFP 25-S940 (title of bid proposal), and that I executed the said proposal with
full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the Region 14 Education Service Center and OMNIA Partners, Public Sector, Inc. relies upon the truth of the statements contained in said Proposal
(name of contracting unit)
and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by Governmentjobs.com, Inc. dba NEOGOV.

Subscribed and sworn to

before me this day

June 18, 2025

DocuSigned by:
Denise Marlowe
039F89A79D...

Notary public of FL

My Commission expires 09/18/2026

(Seal)
DENISE MARLOWE
NOTARY PUBLIC
STATE OF FLORIDA
Commission #HH298738
My Commission Expires 9/18/2026
ONLINE NOTARY

Signed by:
C1D5247C8CA2410...
Signature

Nicholas Kromer
(Type or print name of affiant under signature)

Denise Marlowe

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DOC #3

AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: Governmentjobs.com, Inc. dba NEOGOV

Street: 2120 Park Place, Ste 100

City, State, Zip Code: El Segundo, CA 90245

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

   OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

   OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

Public Work – Over $50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201. A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

6/17/2025

Date

Signed by:
5B84B0112B7F472...

Vice President of Revenue Operations

Authorized Signature and Title

Form AA302
Rev. 11/11

STATE OF NEW JERSEY

Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED $150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For Instructions on completing the form, go to: https://www.state.nj.us/treasury/contract_compliance/documents/pdf/forms/aa302ins.pdf

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY
33-0888748	☐ 1. MFG ☒ 2. SERVICE ☐ 3. WHOLESALE ☐ 4. RETAIL ☐ 5. OTHER	807

4. COMPANY NAME: NEOED

5. STREET	CITY	COUNTY	STATE	ZIP CODE
2120 Park Place, Suite 100	El Segundo	LA	CA	90245

6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)	CITY	STATE	ZIP CODE
GovernmentJobs.com	El Segundo	CA	90245

7. CHECK ONE: IS THE COMPANY: ☐ SINGLE-ESTABLISHMENT EMPLOYER ☒ MULTI-ESTABLISHMENT EMPLOYER

8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ: 0

9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT: 807

10. PUBLIC AGENCY AWARDING CONTRACT	CITY	COUNTY	STATE	ZIP CODE
HUDSON COUNTY CC	Jersey City	Hudson	NJ	07306

Official Use Only	DATE RECEIVED	INAUG DATE	ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. *DO NOT SUBMIT AN EEO-1 REPORT.*

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN										
				MALE					FEMALE					
	COL. 1 TOTAL (Cols.2 &3)	COL. 2 MALE	COL. 3 FEMALE	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.
Officials/ Managers	97	61	36	3	2		13	27		2		6	14
Professionals	171	78	93	3	7		14	28	7	4		12	38
Technicians													
Sales Workers	105	66	39	1	3		2	33	2	1			17
Office & Clerical	116	44	72	2	3		4	13	6	4		4	17
Craftworkers (Skilled)													
Operatives (Semi-skilled)													
Laborers (Unskilled)													
Service Workers													
TOTAL	489	249	240	9	15		33	101	15	11		22	86
Total employment From previous Report (if any)													
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.													

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? ☐ 1. Visual Survey ☒ 2. Employment Record ☐ 3. Other (Specify)

13. DATES OF PAYROLL PERIOD USED From: 8/1/22 To: 8/29/22

14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES ☒ 2. NO ☐

15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type)	SIGNATURE	TITLE	DATE MO DAY YEAR
Nicholas Kromer		Vice President of Revenue	04 08 2025

17. ADDRESS NO. & STREET	CITY	COUNTY	STATE	ZIP CODE	PHONE (AREA CODE, NO.,EXTENSION)
2120 Park Place, Suite 100	El Segundo	LA	CA	90245	310 - 426 - 6304

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P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Signed by:

Signature of Procurement Agent

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C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of $17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
    a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12. They will be updated from time-to-time as necessary.
    b. A public agency using these forms **should edit them to properly reflect the correct legislative district**(s). As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
    c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
    d. The form may be used "as-is", subject to edits as described herein.
    e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
    f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

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C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
    - of the public entity awarding the contract
    - of that county in which that public entity is located
    - of another public entity within that county
    - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

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DOC #4, continued

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	Governmentjobs.com, Inc. dba NEOGOV		
Address:	2120 Park Place, Ste 100		
City:	El Segundo	State: CA	Zip: 90245

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signed by:

Signature

Nicholas Kromer

Printed Name

Vice President of Revenue Operations

Title

Part II - Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
N/A			$

☐ Check here if the information is continued on subsequent page(s)

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List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name: N/A
State: Governor, and Legislative Leadership Committees
Legislative District #s: N/A
State Senator and two members of the General Assembly per district.

County: N/A N/A

Freeholders	County Clerk	Sheriff
{County Executive}	Surrogate	

Municipalities (Mayor and members of governing body, regardless of title):

N/A

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.

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DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

■ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership ■ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Warburg Pincus (through affilicated entities)	Name:
Home Address:	Home Address:
450 Lexington Ave New York, NY 10017	
Name: The Carlyle Group (through its affiliated entities)	Name:
Home Address:	Home Address:
10100 Santa Monica Blvd #600, Los Angeles, CA 90025	
Name: Frontier Capital (through its affiliated entities)	Name:
Home Address:	Home Address:
525 N Tryon St, Suite 1900 Charlotte, NC 28202	

Subscribed and sworn before me this June 18 day of _____, 2_2025

(Notary Public) DocuSigned by: Denise Marlowe HH298738 039F89A19D6545C...

My Commission expires: 09/18/2026

Denise Marlowe

Signed by: _____ C3D5247C6CA2410...

(Affiant)

Nicholas Kromer- Vice President of Revenue Operations

(Print name & title of affiant)

(Corporate Seal)

DENISE MARLOWE
NOTARY PUBLIC
STATE OF FLORIDA
Commission #HH298738
My Commission Expires 9/18/2026
ONLINE NOTARY

Docusign Envelope ID: B50CB887-FB52-4506-A632-98137D58E3E9

DOC #6

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: Region 14 ESC Software and SaaS Solutions RFP 25-S940

VENDOR NAME: Governmentjobs.com, Inc. dba NEOGOV

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

[X] I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

[ ] I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities _____
Relationship to Vendor/ Bidder _____
Description of Activities _____

_____

Duration of Engagement _____
Anticipated Cessation Date _____
**Attach Additional Sheets If Necessary.*

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signed by:
Signature 5B84B011297F472... Date 6/17/2025

Nicholas Kromer- Vice President of Revenue Operations
Print Name and Title

DPP Rev. 12.13.2021

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DOC #7

CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. (L. 2022, c. 3) any person or entity (hereinafter "Vendor[i]") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: https://sanctionssearch.ofac.treas.gov/. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

(●) **A.** That the Vendor is not identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

( ) **B.** That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

( ) **C.** That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list. However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

(Attach Additional Sheets If Necessary.)

Signed by:
5BB4B0112B7F472...

Signature of Vendor's Authorized Representative

6/17/2025
Date

Nicholas Kromer- Vice President of Revenue Operations
Print Name and Title of Vendor's Authorized Representative

33-0888748
Vendor's FEIN

Governmentjobs.com, Inc. dba NEOGOV
Vendor's Name

310-971-9588
Vendor's Phone Number

2120 Park Place, Ste 100
Vendor's Address (Street Address)

310-426-6305
Vendor's Fax Number

El Segundo, CA 90245
Vendor's Address (City/State/Zip Code)

bids@neogov.net
Vendor's Email Address

[i] Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2). NJ Rev. 1.22.2024

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DOC #8

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

https://www.njportal.com/DOR/BusinessRegistration/

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	GOVERNMENTJOBS.COM, INC.
Trade Name:	NEOGOV
Address:	222 N SEPULVEDA BLVD EL SEGUNDO, CA 90245-5648
Certificate Number:	1479748
Effective Date:	April 16, 2009
Date of Issuance:	December 05, 2022

For Office Use Only:

20221205151219050

Docusign Envelope ID: B50CB887-FB52-4506-A632-98137D58E3E9

DOC #9

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at:
https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf
for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: Nicholas Kromer Title: Vice President of Revenue Operations

Signature: Signed by: 5B84B0112B7F472 Date: 6/17/2025

Docusign Envelope ID: B50CB887-FB52-4506-A632-98137D58E3E9

DOC #10

MACBRIDE-PRINCIPLES

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY 33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: Region 14 ESC Software and SaaS Solutions RFP 25-S940

VENDOR NAME: Governmentjobs.com, Inc. dba NEOGOV

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder is required to provide a certification in compliance with the MacBride Principles and Northern Ireland Act of 1989. Pursuant to N.J.S.A. 52:34-12.2, Vendor/Bidder must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/ Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principles that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX

☑ The Vendor/Bidder has no business operations in Northern Ireland; or

OR

☐ The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principles.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signed by:
SB84B0112B7F472...

Signature

6/17/2025
Date

Nicholas Kromer- Vice President of Revenue Operations
Print Name and Title

Docusign Envelope ID: B50CB887-FB52-4506-A632-98137D58E3E9

NOTICE TO OFFEROR

Questions & Answers

RFP # 25-S940

Competitive Solicitation by Region 14 Education Service Center

for

Software and SaaS Solutions

See Question & Answer Acknowledgement included on the last page. Offerors should include this acknowledgement as part of their response to this Software and SaaS Solutions RFP.

The Answers to Questions received are issued as follows:

1. Question: The RFP requests that for the contracts included in Section 4 that the offeror: "Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.". Would the government please confirm that annual volume refers to dollar value of the contract?

   Yes

2. The RFP requests that for the contracts included in Section 4 that the offeror: "Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.". Would the government please confirm that annual volume refers to dollar value of the contract?
   Yes

3. This RFP refers specifically to Software and Software as a Service as the scope, however on Appendix B it is stated "A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier." Would the government please clarify if the catalog provided should include all our product/service offerings or should it be limited to Software?

   Supplier should provide product/services as outlined in the scope; anything additional may be included as "value added products/services"

4. Some information requested is not pertinent to the Software and SaaS contract, for example: equipment reconditioning, trade-ins, etc. Most of the shipping/delivery questions are also not relevant since most software is delivered electronically. Would the government please let us know how we should address these questions?

   If the Supplier's position is the question is "not relevant" mark as N/A

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5. The RFP requests that a price list be included. Is it sufficient to list all of the SKUs along with the % off of List Price OR do we need to include the actual dollar amount for every SKU? On our existing OMNIA contract, we are required only for % off of List.

   As stated in the RFP "Pricing should be based on a discount from a manufacturer's price list or catalog, or fixed price, or combination of both"

6. Are services such as school climate surveys, employee engagement surveys, 360-degree feedback, or exit surveys and subsequent data analysis and support within the scope of the RFP?

   Please refer to Scope for a list of suggested categories, but not limited to

7. Are services such as school climate surveys, employee engagement surveys, 360-degree feedback, or exit surveys and subsequent data analysis and support within the scope of the RFP?

   Refer to question # 6

8. Does this include software for teacher and student learning?

   Refer to question # 6

9. Would this RFP include software for a communication platform for schools to use to communicate with parents?

   Refer to question # 6

10. We understand that the RFP seeks software and SaaS solutions, but our approach is to develop these solutions as custom-built products tailored to client needs, which we can deliver as SaaS offerings. Would you be open to proposals based on this model, and how would such proposals be evaluated compared to those offering pre-built, off-the-shelf solutions?

    All proposals submitted will be reviewed and evaluated

11. Do we need an active New Jersey Business Compliance to bid for this RFP

    No, but if awarded, the contract will not be extended to NJ

12. Does your RFP include software services other than finance or instructional?

    Refer to question # 6

13. Is the RFP process the same for current OMNIA members, as well as new?

    Not sure of the question being asked. However, this RFP is issued by Region 14 ESC and any resultant contract(s) will be made available to all OMNIA Partners members.

14. As a current OMNIA member, may we use the Excel pricing document that we currently have in place with OMNIA for our pricing response?

    Current pricing may be submitting in excel format

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15. During the life of the contract, can additional SaaS products be added to the Master Agreement subsequent to award?

Refer to Section IV Terms & Conditions; "Products and Services Additions"

16. Are five references required for each product? Or five total for the submitting vendor?

Total

17. We understand that proposals will be evaluated based on a total of 100 points for Availability of Products and Pricing, Ability to Perform, References and Experience, and Value-Added Products/Services. Is there a minimum score established to make the competitive range or shortlist?

No

18. How will Region 14 ESC validate a vendor's "Ability to Perform" in areas such as national scalability, service delivery, and warranty response, especially for smaller or emerging suppliers?

Proposals will be evaluated based on the criteria set in the RFP which include a combination of methods, i.e. experience, national scalability, financial stability, etc. For smaller or emerging suppliers, a more thorough review of capabilities and potential for growth and scalability.

19. Could you please clarify how pricing should be submitted for the services we propose to offer?

Refer to INSTRUCTIONS TO SUPPLIERS , section 2

20. Could you please confirm whether a pricing template will be provided?

No, refer question

to # 19

21. Would Omnia Partners consider extending the bid submission deadline by at least one week?

RFP was release on May 6th and due to set timeline, the deadline cannot be extended

22. We kindly request clarification on how vendors should indicate which categories they are bidding for.

It is up to the Offeror how they choose to identify the categories

23. On page 13, under the section "Evaluation Criteria", where sub-section "References and Experience (20 points)" states "Describe supplier's reputation in the marketplace.". Could you please elaborate on what a vendor's answer should detail?

Statement is self-explanatory. It is up to the Offeror to provide their best response possible.

24. Regarding the requested price lists (Section V.A., page 11), is it acceptable to provide our standard revenue share percentages in a tiered format correlating to the agency's revenue amount?

This section is not asking for a revenue amount; Offeror should provide their pricing based on discount off from a manufacturer's price list or catalog, or fixed price, or combination of both.

25. Would Region 14 ESC please consider extending the RFP deadline by 1-2 weeks to allow sufficient time to thoroughly address each component of the proposal requirements?

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Please refer to question # 21

26. Is there a pricing sheet or format you would like vendors to use? - Additionally, pricing will depend on the scope of work and therefore pricing for each customer will vary. What would you like us to submit for pricing? Just the discount rate we will offer?

Refer to underlined response in question # 24

27. Can OMNIA please clarify whether all documents listed in Exhibit G must be submitted with the proposal, or only if the awarded contractor intends to do business in New Jersey?

If Offeror has no plans to extend their offering to New Jersey, simply indicate on the Exhibit G cover page.

28. Ability to Perform refers to "Appendix B, Exhibit A," but this appears to correspond instead to "Attachment A, Exhibit A."

Attachment A is the complete OMNIA Partners national cooperative response. Refer to page 21

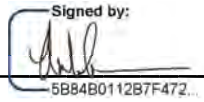
29. How many users/employees are in the organization? "Integration with existing technology environments" - Please provide existing software Would we require MSRP document submitted with our proposal?

This is a national cooperative solicitation as well as a national cooperative contract(s) and will be based on the individual Public Procurement Agency needs and requirements. Refer to underlined response in question # 24

Respondent shall acknowledge this Question & Answer document by signing below and include in their proposal response.

Company Name Governmentjobs.com, Inc. dba NEOGOV

Contact Person Nicholas Kromer

Signature 

Date 6/17/2025

CITY OF CARSON

701 East Carson Street

Report to Honorable Mayor and City Council

Tuesday, September 15, 2026, 5:00 PM

CONSENT 23.

To: Honorable Mayor and City Council

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

Subject: CONSIDER APPROVING AMENDMENT NO.1 TO THE CONTRACT SERVICES AGREEMENT WITH FIBER ASSETCO LLC D/B/A ZAYO (FORMERLY CROWN CASTLE FIBER LLC) FOR DARK FIBER. (CITY COUNCIL)

I. SUMMARY

The City of Carson leases colocation space for City IT equipment at regional data centers for critical network and server operations. The city requires primary and redundant network connectivity between City Hall and the regional data centers to connect to the City's equipment.

On August 6, 2024, City Council approved a contract with Crown Castle Fiber LLC for Dark Fiber Leases/Licenses, for an amount not to exceed $1,062,000 for a total term of 10 years to commence upon installation of the network. On June 29, 2026, the vendor activated two (2) of the dark fiber routes in accordance with the original contract. However, the final dark fiber route requires modification to remove a single point of failure along the network route. The vendor has offered a new route to replace the final dark fiber route, for an increased amount of $600 annually for the 10-year contract term totaling $6,000, requiring a contract amendment. In addition, Crown Castle Fiber LLC was acquired by Fiber AssetCo LLC D/B/A Zayo on May 1, 2026 and connection therewith, Fiber AssetCo LLC D/B/A Zayo has agreed to assume all of Crown Castle Fiber LLC's interests, rights and obligations under the contract.

Contract Amendment No.1 will increase the total not to exceed amount to $1,068,000 for a total term of 10 years and formally memorialize assumption of all contract rights and obligations by Fiber AssetCo LLC D/B/A Zayo.

II. RECOMMENDATION

TAKE the following actions:

1. APPROVE a contract amendment No.1 with Fiber AssetCo LLC D/B/A Zayo (formerly Crown Castle Fiber LLC) for Dark Fiber Leases for an increased amount of $6,000, and a total contract amount not to exceed $1,068,000 for a total term of 10 years; and
2. AUTHORIZE the Mayor to execute the contract amendment after approval as to form by the City Attorney.

III. ALTERNATIVES

TAKE another action the City Council deems appropriate.

IV. BACKGROUND

The City of Carson has acquired colocation space at regional data centers to enable operation of critical network and server operations. The City requires primary and redundant network connectivity between City Hall and the regional data centers to connect to the City's equipment.

On August 6, 2024, City Council approved a contract with Crown Castle Fiber LLC for Dark Fiber Leases/Licenses, for an amount not to exceed $1,062,000 for a total term of 10 years commencing upon installation of the network. The contract offered licenses and services for three (3) unique dark fiber routes to ensure network redundancy. The provisioning of the dark fiber was rescheduled to initiate after completion of the City Hall Basement Renovation including the new City Hall Data Center, and in coordination with the City's Phase I Fiber Optic Network Project construction. On June 29, 2026, the vendor activated two (2) of the dark fiber routes in accordance with the original contract. However, the final dark fiber route requires modification to remove a single point of failure along the network route.

The vendor has offered a new Order Form to provide a replacement dark fiber route at a cost of an additional $600 per year, resulting in an amended not to exceed amount of $1,068,000, for the total term of 10 years.

V. FISCAL IMPACT

The cost associated with the 10-year contract amendment with Fiber AssetCo LLC D/B/A Zayo is an increase of $6,000 to the existing total contract amount over 10 years. The existing annual contract amount will increase by $600. The Information Technology & Security Department will include the additional $600 annual maintenance cost for the contract amendment in the proposed FY2027-28 budget and subsequent years.

Fiscal Year	**Amount**	**Account Number**
FY2026-27 (Year 1)	$600	101-54-541-101-6004
FY2027-28 (Year 2)	$600	101-54-541-101-6004
FY2028-29 (Year 3)	$600	101-54-541-101-6004
FY2029-30 (Year 4)	$600	101-54-541-101-6004
FY2030-31 (Year 5)	$600	101-54-541-101-6004
FY2031-32 (Year 6)	$600	101-54-541-101-6004
FY2032-33 (Year 7)	$600	101-54-541-101-6004
FY2033-34 (Year 8)	$600	101-54-541-101-6004
FY2034-35 (Year 9)	$600	101-54-541-101-6004
FY2035-36 (Year 10)	$600	101-54-541-101-6004
Total	**$6,000**	

VI. EXHIBITS

1. Contract with Crown Castle Fiber LLC
2. Amendment with Fiber AssetCo LLC D/B/A Zayo

Prepared by: Gary Carter, Director, Information Technology & Security Department

Attachments

C-24-211 - CROWN CASTLE FIBER, LLC. 2024 AUGUST 20.pdf

Amendment 1 (Zayo)

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TELECOMMUNICATIONS LICENSE AGREEMENT

By and Between

CITY OF CARSON

and

CROWN CASTLE FIBER LLC

EXHIBIT NO. 1

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TELECOMMUNICATIONS LICENSE AGREEMENT BETWEEN THE CITY OF CARSON AND CROWN CASTLE FIBER LLC

THIS TELECOMMUNICATIONS LICENSE AGREEMENT (herein "Agreement") is made and entered into this 20th day of August, 2024 by and between the CITY OF CARSON, a California municipal corporation ("City") and CROWN CASTLE FIBER LLC, a New York limited liability company authorized to conduct business in California ("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 RFP No. 23-049 Dark Fiber Leases and/or Dark Fiber Indefeasible Right of Use (IRU), the performance of the services defined and described particularly in Article 1 of this Agreement.

B. After City received no proposals in response to RFP No. 23-049, as permitted under Section 2611(b)(3) of the City's Municipal Code which states "if no proposals are received, procurement may proceed without further compliance with competitive proposal requirements," Consultant was selected by the City on an informal basis to provide services detailed in RFP No. 23-049 following submission of a proposal by Consultant for the performance of the services defined and described particularly in Article 1 of this Agreement.

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

D. The Parties desire to formalize the selection of 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

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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

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and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties.

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

1.8 Additional Services.

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

1.9 Special Requirements.

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **One Million Sixty Two Thousand Dollars and Zero Cents**

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($1,062,000) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services, 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.

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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").

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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:

Jim Hughes	Fiber Sales Director
(Name)	(Title)
Anthony Santana	Wholesale Account Manager
(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 Gary Carter, Director of Information Technology & Security, 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

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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 reasonably 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.

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(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 furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

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

5.2 General Insurance Requirements.

The Commercial General Liability and Automobile Liability policies of insurance required above 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 thirty (30) days prior written notice of cancellation by mail to the City for any reason other than non-payment of premium in which a ten day notice shall apply. In the event any of said policies of insurance are cancelled, the Consultant

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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 of the Consultant 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).

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 by City. 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'

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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.

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.

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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

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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.

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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

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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.

➢ 7.7.1 The City reserves the right to terminate this Agreement upon no less than thirty (30) days prior written notice in the event that funds are not appropriated for this Agreement. In such event, the City shall (i) be responsible for paying Consultant any and all charges then due through the date of termination (ii) reimburse Consultant any and all out of pocket costs associated with this terminated Agreement to the extent that such costs are not offset by any amounts then paid by City prior to the date of termination.

7.7.2 The City reserves the right to terminate this Agreement at any time after the sixtieth (60) month of the term, without cause, upon thirty (30) days' written notice to Consultant and without any liability or obligation to either Party..

7.7.3 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.

7.7.4 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 or as otherwise provided for in section 7.7.1, 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 , 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.

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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.

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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.

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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 LG

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]

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

CITY:

CITY OF CARSON, a municipal corporation

Signed by:
Jawane Hilton, MPT, Council Member
On-Behalf-of Mayor, Lula Davis-Holmes
D2D53A4EB7C04A6...

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
[rjl]

CONSULTANT:

CROWN CASTLE FIBER LLC, a New York limited liability company

By: _____
Name: Lisa Guglielmi
Title: Associate General Counsel

By: _____
Name:
Title:

Address: 8020 Katy Freeway
Houston, TX 77024

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.

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF ~~CALIFORNIA~~ FLORIDA

COUNTY OF ~~LOS ANGELES~~ MIAMI-DADE

On 7/24/2024, 2024 before me, Janine Suzanne Torres, personally appeared Lisa Gugliada, 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.

Florida

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: Janine Suzanne Torres

JANINE SUZANNE TORRES
Notary Public-State of Florida
Commission # HH257601
Commission Expires 7/19/2026

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

TITLE(S)

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

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

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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STATE OF ~~CALIFORNIA~~ FLORIDA

COUNTY OF ~~LOS ANGELES~~ MIAMI-DADE

On7/24/2024, 2024 before me, J_a_n_ine Suzanne T_orres, personally appeared _L_isa Gugliada , 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~~ Florida that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Janine Suzanne Torres

JANINE SUZANNE TORRES
Notary Public-State of Florida
Commission # HH257601
Commission Expires 7/19/2026

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
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- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER

SIGNER IS REPRESENTING:
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SIGNER(S) OTHER THAN NAMED ABOVE

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EXHIBIT "A"
SCOPE OF SERVICES

I. Consultant will perform the following Dark Fiber and Lease/License Services ("Products"):

Consultant shall perform all of the work, furnish all labor, materials, equipment, tools, utility services, and transportation, and comply with all of the specifications and requirements in the Bid Documents for the project entitled RFP No. 23-049 Dark Fiber Leases and/or Dark Fiber Indefeasible Right of Use (IRU), in accordance with the Special Requirements attached hereto as Exhibit B (the "Special Requirements") and in accordance with the Order Form 2024-119062 attached hereto as Exhibit B , Schedule 2 (the "Order Form"), and exclusive of any construction work detailed in RFP No, 23-049 (collectively, "**IT Disaster Recovery Project**" or the "Project"). The IT Disaster Recovery Project requires Consultant to provide a primary dark fiber pair and redundant dark fiber pair between Carson's City Hall and the Meet-Me-Room of several carrier neutral data centers located in downtown Los Angeles, California, and support City's regional data center as a component of City's IT Disaster Recovery Protocols (along the route as set forth on the Order Form) and in accordance with the route map. In the event of any conflict between the terms of this Agreement and any attachments, the following order of precedence shall apply: (1) Exhibit B - the Special Requirements; (2) the Agreement; (3) the Order Form; and (4) the Bid Documents. As used herein, "**Bid Documents**" refers to all of the documents included in the solicitation of bids for the IT Disaster Recovery Project, including but not limited to, the RFP, Instructions to Bidders, Consultant's Bid/Proposal, Contract Documents, Special Provisions, Technical Provisions, Construction Plans, Standard Plans, Drawings, Reference Specifications, all applicable permit requirements, any addenda, and any other documents included, referenced, or incorporated therein.

More specially, Consultant shall:

A. Provide and lease to City three (3) redundant single-mode dark fiber routes to complete a fully redundant (2) fiber strand, dark fiber pair, between three City designated hub site locations:

1. City Hall 701 E Carson St Carson CA 90745

2. City's Los Angeles, CA Colocation Site (City may relocate demarcation to any Irvine, CA Colocation on Consultant's Network (On-Net) during term)

3. City's Irvine, CA Colocation Site (City may relocate demarcation to any Irvine, CA Colocation on Consultant's Network (On-Net) during term)

B. Provide regular and scheduled maintenance to ensure operational integrity and performance of dark fiber services. Consultant or City reported incidents of performance shall be documented in an incident management system and tracked through to resolution, including fiber testing documentation ensuring less than 0.3 dB loss per splice, per industry standards.

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C. Maintain adequate and qualified personnel needed to meet the workload requirements for all maintenance activities on a 24 hour/7 days per week/365 days per year basis.

D. Provide City with fiber testing documentation and construction completion report.

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

A. Network related outages confirmed by Consultant or City.

B. Inspection reports related to the City's dark fiber services.

C. Quarterly Business Reviews.

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

As directed by the City's Contract Officer.

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

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EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

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

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~~ ***in*** Exhibit "A" ~~and incorporated herein by this reference~~, which may be referred to herein as the "services" or "work" hereunder***, in accordance with the Special Requirements contained in Exhibit "B" (the "Special Requirements") and Order Form 2024-119062 contained in Exhibit "B," Schedule 2 (the "Order Form"), all of which are attached hereto and incorporated herein by this reference***. 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."

II. Section 1.4 (Licenses, Permits, Fees and Assessments) of the Agreement is hereby amended to read in its entirety as follows:

"1.4 Licenses, Permits, Fees and Assessments.

Subject to the provisions of Exhibit "B" hereof, 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."

III. Section 1.10 (Warranty) is hereby added to the Agreement as follows:

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"1.10 Warranty. Consultant warrants all Products licensed under this Agreement shall comply with the specifications set forth in Exhibit "B." Consultant agrees that City shall be entitled to Product Credits in the event of any Product Outage in accordance with the provisions of Exhibit "B.""

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 but not exceeding ***ten*** ~~one~~ (***10***~~1~~) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D")."

V. Section 5.3 (Indemnification) of the Agreement is hereby amended by addition of the following to the end of the section:

"*EXCEPT FOR CONSULTANT'S INDEMNIFICATION OBLIGATIONS UNDER THIS SECTION 5.3: (A) CONSULTANT SHALL NOT BE LIABLE TO THE CITY FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY, INCIDENTAL, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF USE OR DATA, OR LOST BUSINESS, REVENUE, PROFITS OR GOODWILL, ARISING IN CONNECTION WITH THIS AGREEMENT OR ANY PRODUCT OR ANY ORDER FORM AND (B) CONSULTANT'S TOTAL LIABILITY TO THE CITY IN CONNECTION WITH THIS AGREEMENT FOR ANY AND ALL CAUSES OF ACTION AND CLAIMS, INCLUDING WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION AND OTHER TORTS, SHALL BE LIMITED TO FIVE TIMES THE CONTRACT SUM OR THE APPLICABLE INSURANCE COVERAGE LISTED IN SECTION 5.1, WHICHEVER IS GREATER; PROVIDED, HOWEVER, THERE SHALL BE NO LIMITS ON CONSULTANT'S LIABILITY IN THE EVENT OF CONSULTANT'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.*"

VI. Schedule 1 (Dark Fiber Supplement) is hereby attached to this Exhibit "B" and incorporated into the Agreement.

VII. Schedule 2 (Order Form) is hereby attached to this Exhibit "B" and incorporated into the Agreement.

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SCHEDULE 1 TO EXHIBIT B (SPECIAL REQUIREMENTS)
DARK FIBER SUPPLEMENT

This Dark Fiber Supplement ("Supplement") is by and between **CROWN CASTLE FIBER LLC** ("Crown Castle") and the City of Carson ("Licensee"), and is hereby incorporated into and made a part of the **Telecommunications License Agreement** between the Parties (the "Agreement"). Unless otherwise defined herein, capitalized terms in this Supplement shall have the meanings given in the Agreement. Section and subsection headings contained in this Supplement are inserted for convenience of reference only, shall not be deemed to be a part of this Supplement for any purpose, and shall not in any way define or affect the meaning, construction or scope of any of the provisions hereof.

1. General Provisions

A. Acceptance Date. The "Acceptance Date" for each Product shall be the earliest of (a) the date on which Licensee delivers written notice of acceptance, (b) the date on which Licensee begins to use the Service, other than for testing purposes, or (c) the second (2nd) business day following Crown Castle's delivery of notice of the installation of the Service (such notice, a "Connection Notice") unless Licensee notifies Crown Castle in writing within said two-day period of a Defect in the Service, specifying in detail the nature of such Defect. A "Defect" exists if the Service fails to perform materially in accordance with its technical specifications as set forth in the applicable Supplement ("Specifications"). Upon receipt of notice of a Defect, Crown Castle and Licensee shall work cooperatively to promptly remedy such Defect, and Crown Castle shall deliver another Connection Notice, whereupon the process described in the first sentence of this Section shall apply again. If the Acceptance Date is delayed as a result of any failure, act or omission of Licensee, Crown Castle will give Licensee written notice to cure such failure within five (5) calendar days. If Licensee fails to cure within such period, the Acceptance Date will be deemed to be the end of such five (5) calendar-day period.

B. Taxes and Fees. All charges set forth in an Order Form(s) are exclusive of, and Licensee shall be responsible for and agrees to pay, any and all applicable international, federal, state and local use, excise, sales, value added, consumption, gross receipts, access, franchise and other taxes, fees, assessments, duties and surcharges (including, without limitation, any universal service fund surcharge) levied or imposed upon Crown Castle or Licensee in connection with the provision, sale or use of the Product or facility furnished to Licensee and which Crown Castle is required or permitted to collect from Licensee (collectively referred to as "Taxes"). Licensee shall not be responsible for, and Taxes will not include, taxes on Crown Castle's net income. If Licensee believes it is exempt from Taxes, Licensee shall provide Crown Castle with a valid and duly executed exemption certificate and any other information with respect to such exemption as Crown Castle may require; such certificate will be honored from the date that Crown Castle receives such certificate and additional information from Licensee. If any such exemption is ruled invalid by the tax or governmental authority for any reason, Licensee shall reimburse Crown Castle for any Taxes, including without limitation any penalties and interest, arising from or in connection with such invalid claim of exemption.

C. CROWN CASTLE EQUIPMENT AND NETWORK; LICENSEE EQUIPMENT.

(I) Crown Castle Equipment; Crown Castle Network. The telecommunications devices, apparatus and associated equipment owned, leased, or otherwise obtained by Crown Castle to provide Products ("Crown Castle Equipment") and Crown Castle's fiber optic cable network and associated optical/electronic equipment used to deliver Products, whether owned, leased or otherwise obtained by Crown Castle (the "Crown Castle Network") shall remain the sole and exclusive property of Crown Castle notwithstanding that it may be or become attached or affixed to real property, and nothing contained herein or in any Order Form grants or conveys to Licensee any right, title or interest in any Crown Castle Equipment or the Crown Castle Network. Licensee may not, and may not permit others to, alter, adjust, encumber, tamper, repair, rearrange, change, remove, relocate, or damage any Crown Castle Equipment or the Crown Castle Network without the prior written consent of Crown Castle. Licensee may not cause any liens to be placed on any Crown Castle Equipment or the Crown Castle Network, and will cause any such liens to be removed within ten (10) days of Licensee's knowledge thereof. Licensee shall be liable to Crown Castle for any loss or damage to the Crown Castle Equipment or Crown Castle Network caused by Licensee or Licensee's employees, contractors, agents or end users. Nothing herein shall prevent Crown Castle from using the Crown Castle Network and Crown Castle Equipment to provide products to other customers.

(II) Extension of Network. To the extent an Order Form requires Crown Castle to complete construction, extend the Crown Castle Network and/or obtain additional Underlying Rights, Licensee shall use commercially reasonable efforts to assist Crown Castle in obtaining such Underlying Rights as necessary to provide the Product. Crown Castle may, without liability to either Party, terminate a Product prior to delivery, if Crown Castle encounters unexpected construction costs, or unavailability of or excess costs for Underlying Rights, that make the construction economically or legally unfeasible. Following the Acceptance Date of the Product, in the event that Crown Castle is unable to maintain any necessary Underlying Rights without incurring additional costs, unless Licensee bears the costs of obtaining such Underlying Rights, Crown Castle may cancel the applicable Order Form and shall incur no liability to Licensee hereunder. Without limiting the foregoing, Crown Castle shall not be deemed to be in breach of this Agreement for its failure to meet any anticipated Product installation or delivery date if

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such failure is caused, in whole or in part, by (i) a Force Majeure Event, (ii) failure to obtain, or delay in obtaining, any required Underlying Rights, (iii) construction delays, or (iv) any other circumstances beyond the control of Crown Castle. "Underlying Rights" means any and all agreements, licenses, conduit use agreements, pole attachment agreements, leases, easements, rights-of-way, franchises, permits, governmental and regulatory approvals and authorizations, and other rights, consents, and approvals that are necessary to construct, install, maintain, operate, and repair the Crown Castle Network and/or for Crown Castle to provide a Product other than building access rights described in Section 7.1. Without limiting the foregoing, Underlying Rights include agreements for Off-Net Products that are necessary for Crown Castle to provide a Product. "Off-Net Products" shall mean any products provided by a third-party. "On-Net Products" shall mean Products that use transmission and related facilities owned and controlled by Crown Castle.

(III) Licensee Equipment. Licensee shall, at its own expense, procure any equipment necessary to implement or receive each Product ("Licensee Equipment"). Crown Castle will have no obligation to install, maintain, or repair Licensee Equipment. Promptly upon notice from Crown Castle, Licensee shall eliminate any hazard, interference or Product obstruction that any such Licensee Equipment is causing or may cause as reasonably determined by Crown Castle.

D. MAINTENANCE.

(I) Scheduled Maintenance. Crown Castle will endeavor to conduct (or cause to be conducted) scheduled maintenance that is reasonably expected to interrupt the Product between 12:00 midnight and 6:00 a.m. local time or, upon Licensee's reasonable request, at a time mutually agreed to by Licensee and Crown Castle. Crown Castle will use commercially reasonable efforts to notify Licensee of scheduled maintenance that is reasonably expected to interrupt the Product via telephone or e-mail, no less than five (5) days prior to commencement of such maintenance activities. Licensee shall provide a list of Licensee contacts for maintenance and escalation purposes, which may be included on the Order Forms, and Licensee shall provide updated lists to Crown Castle, as necessary.

(II) Emergency Maintenance. Crown Castle may perform emergency maintenance in its reasonable discretion, with or without prior notice to Licensee, to preserve the overall integrity of the Crown Castle Network. Crown Castle will notify Licensee as soon as reasonably practicable of any such emergency maintenance activity that materially and adversely impacts a Product.

(III) Product Issues. Licensee may notify Crown Castle's Network Operating Center ("NOC") of Product problems by telephone 888-LT-FIBER, or at the contacts listed in Crown Castle's Customer Support Information provided to Licensee, which may be updated by Crown Castle from time to time. If Crown Castle dispatches a field technician to Licensee or an end-user location and the problem is caused by (i) the Licensee Equipment or any end-user's equipment or (ii) any acts or omissions of Licensee or its end user, or of any of its or their invitees, licensees, customers or contractors, Licensee will pay Crown Castle for any and all associated time and materials at Crown Castle's then-standard rates.

E. IMPLEMENTATION REQUIREMENTS.

(I) **Access to Premises.** Unless otherwise provided for in the applicable Order Form, Licensee, at its own expense, shall secure throughout the Product Term any easements, leases, licenses or other agreements necessary to allow Crown Castle to use pathways into and in each building at which Licensee's or its end-user's premises is located, to the Demarcation Point. Such access rights shall grant to Crown Castle the right to access such premises to the extent reasonably requested by Crown Castle to install, maintain, repair, replace and remove any and all equipment, cables or other devices Crown Castle deems reasonably necessary to provide the Product. Upon expiration or termination of the applicable Product Term, Licensee shall grant Crown Castle access to its premises as necessary to enable Crown Castle to remove the Crown Castle Equipment. Crown Castle, its employees, contractors and agents shall have access to any Crown Castle Equipment or facilities at a Licensee or end user premises. Notwithstanding anything to the contrary herein, Crown Castle shall have no liability for any delay or failure in its performance to the extent caused by any delay or failure of Licensee (including, but not limited to, the failure to provide Crown Castle prompt access) and/or caused by any notice or access restrictions or requirements. "Demarcation Point" shall mean the network interface point where Crown Castle hands off the Product to Licensee. The Demarcation Point delineates where responsibility for the Parties' respective networks, equipment and/or maintenance obligations begin and end. Licensee is responsible, at its sole cost and expense, for connecting to the Demarcation Point.

(II) Space and Power. Licensee shall procure and make available to Crown Castle, at Licensee's locations and at end user locations where a Product is provided or licensed, at Licensee's sole cost and expense, adequate space, AC power and HVAC for Crown Castle Equipment.

(III) Property Owner Not Liable. Neither Licensee nor any of Licensee's end-users shall have any recourse against any property owner or property manager of any premises to which any Product is delivered and/or at which Crown Castle Network or Equipment is located, as a result of or in reliance upon this Agreement. Without limiting the foregoing, this

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provision shall not be construed to impose any liability on Crown Castle, nor shall Crown Castle have any liability, for or on behalf of such property owner or property manager.

2. ADDITIONAL TERMS

The following additional terms and conditions shall apply to the provision of licensed dark fiber.

"Cable" means fiber optic cable with fiber optic filaments contained in any suitable jacketing or sheath that is already in place, or is yet to be installed, and to which Crown Castle has or will have access by ownership, lease, right to use, or otherwise.

"Dark Fiber" or "Fibers" means one or more specified strands of dedicated optical fiber within a Cable without optronics or electricity, subject to the terms of the Agreement.

"Licensee Fibers" or "Product" means the Fibers that are licensed to Licensee under an Order Form.

"Location" is an address wherein Crown Castle will hand off Licensee Fibers to Licensee.

"Product Credit" means a credit that Licensee may be eligible to receive pursuant to Section 7 below.

"Product Outage" means a loss of continuity or other material degradation of the Licensee Fibers such that Licensee is unable to utilize the Licensee Fibers for transmission of optical signals.

"Route" means the geographic path along which the Cable and Licensee Fibers are located.

"Route Segment" means a portion of the Route between any two Locations.

3. SPECIFICATIONS

3.1 Specifications. The Specifications applicable to the Licensee Fibers are set forth in the attached Schedule **A**, incorporated herein by reference.

4. USE OF AND ACCESS TO LICENSEE FIBERS; RELOCATION

4.1 License. Subject to the terms and conditions set forth in the Agreement and this Supplement, Crown Castle and Licensee may from time to time execute one or more Order Forms pursuant to which Crown Castle grants to Licensee a license to use Licensee Fibers designated on the Order Form. Each Order Form will specify the number, identity, type, and route of the Licensee Fibers, and the permitted Locations where Licensee may access the Licensee Fibers. Crown Castle may not be the owner of the Licensee Fibers but may instead lease, license, or acquire a right to use such Licensee Fibers from a third party together with the right to sub-lease Licensee Fibers to Crown Castle's Licensees.

4.2 Limitations on Rights and Obligations. In addition to, and not in limitation of, any limitations set forth in the Agreement, the Parties agree that:

4.2.1 Use by Licensee. Licensee shall have no right or interest in the Licensee Fibers other than a license to use the Licensee Fibers. A license of Licensee Fibers does not convey any ownership interest in the Licensee Fibers or the Cable. Licensee is solely responsible for all optical and other equipment required to enable Licensee to utilize the Licensee Fibers for optical communications.

4.2.2 Use by Crown Castle. Nothing herein shall be construed as limiting or restricting Crown Castle or its Affiliates in any manner from using its or their own Cables, fibers, or any other facilities, easements and/or rights of way for the installation of additional fiber optic cables, for use as telecommunications facilities, or for any other purpose.

4.2.3 Subordination. Licensee understands and agrees that Crown Castle's ability to grant Licensee the license to use the Licensee Fibers pursuant to this Agreement, and to attach, install, construct, operate, and maintain the Crown Castle Network and the Licensee Fibers, is at all times subject and subordinate to, and limited by, the Underlying Rights, applicable laws, rules, ordinances, codes, and regulations. By virtue of the Agreement, Licensee shall only have a license to use the Licensee Fibers or related facilities, expressly granted herein, and in no event shall such license be construed to be greater than the Underlying Rights to use such Licensee Fibers. Crown Castle shall not be liable for any acts or omissions by Crown Castle, its employees or affiliates that interfere with or otherwise affect Licensee's use of the Licensee Fibers to the extent such acts or omissions are required by the Underlying Rights, including, without limitation acts or omissions that deny the use of, alter or remove the Cable.

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4.2.4 Sublicensing. Licensee shall not assign, sell, transfer, lease, sublease, license, sub-license, or otherwise grant a right to use the Licensee Fibers to any third party without the prior written consent of Crown Castle.

4.2.5. Access to Licensee Fibers. Licensee may access the Licensee fibers only at the Demarcation Points specified in the applicable Order Form. Licensee may not access or take any action that impacts the Licensee Fibers or the Cable at any other locations.

4.3 Relocation.

4.3.1 Relocation Required By Crown Castle. In the event that Crown Castle is required by any underlying service provider, public authorities, or lawful order or decree of a regulatory agency or court or any other reason beyond Crown Castle's reasonable control, to relocate or modify any or all Cable on the Route upon which the Licensee Fibers are located, Crown Castle alone shall bear the costs for any such work. Crown Castle shall not be responsible for the costs of, nor shall it be liable for, the removal, relocation or replacement of any Licensee Equipment or other Licensee property on the Licensee's side of the Demarcation Point. If the relocation or replacement of the Cable is requested or caused by a third party, Crown Castle shall attempt to obtain reimbursement of Crown Castle's costs from said third party. Notice to Licensee will be provided as soon as reasonably practicable. Neither Crown Castle nor any of its affiliates or agents shall incur liability for any Product Outage, disruption, degradation, interference, or interruption of any Product in connection with any such removal or relocation. Crown Castle and Licensee shall cooperate in performing such relocation or modifications so as to minimize any interference with the use of the Licensee Fibers and the Cable and to avoid conflicting physically or otherwise interfering with joint users of the Cable or any other property impacted by the installation, construction, maintenance or use of the Cable, to the extent reasonably possible. Any such relocation shall be accomplished consistently with the Specifications.

4.3.2 Relocation Requested By Licensee. Licensee may request relocation of the Licensee Fibers. Any such relocation shall be subject to Crown Castle's approval (which shall be in Crown Castle's sole discretion), the execution of an Order Form, and Licensee's payment to Crown Castle of such additional charges as Crown Castle may require. No relocation or replacement of the Cable or related facilities shall be performed without the prior written agreement of Crown Castle, which shall be in Crown Castle's sole discretion.

5. TERMINATION AND CONDEMNATION

5.1 Termination of Route Segment. In addition to, and not in limitation of, any rights set forth in the Agreement, any Route Segment may be terminated by Crown Castle without liability (unless due to a default by Crown Castle under any applicable Underlying Rights agreement), upon reasonable notice to Licensee, to the extent Crown Castle is no longer authorized under the Underlying Rights to install, construct, maintain, operate, or convey the license to use the Cable or other property as contemplated by the Agreement. If a Route Segment is terminated pursuant to this Section, Crown Castle shall make reasonable efforts to find alternate capacity or facilities owned or controlled by Crown Castle to meet Licensee's needs, but under no circumstances shall Crown Castle be obligated to contract for or to construct new facilities, or otherwise incur any additional cost or expenses, to replace the Cable or Licensee Fibers on the Route Segments terminated under this Section 5.1. If Crown Castle is unable to find alternate capacity or facilities owned or controlled by Crown Castle to meet Licensee's needs, fees to be paid by Licensee shall be appropriately reduced on a prorated basis.

5.2 Condemnation Proceedings/Termination Rights. If at any time during the Product Term, all or any significant portion of the Cable is taken for any public or quasi-public purpose by any lawful power or authority by the exercise of the right of condemnation or eminent domain and, after exercise of the Parties' commercially prudent efforts, the Cable cannot be relocated pursuant to Section 4.3 herein, either Party may elect to terminate the impacted Licensee Fibers upon giving the other thirty (30) days prior written notice. If Licensee Fibers are terminated in accordance with this Section, the applicable license shall be deemed canceled and neither Party shall have any further obligations to the other, except that both Parties shall be entitled to participate in any condemnation proceedings to seek to obtain compensation via separate awards for the economic value of their respective interest in the Cable.

6. FEES

Licensee shall pay the fees set forth in Order Forms executed hereunder. On January 1 of each year, the MRCs shall be escalated by three percent (3%). In addition, in the event that amounts charged to Crown Castle under any Underlying Rights are increased or Crown Castle's costs or expenses are increased due to any Underlying Rights, Crown Castle shall have the right to charge Licensee for its pro rata share of such increases, which shall be added to the MRCs to be paid by Licensee for the applicable Product Term.

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7. SERVICE LEVEL AGREEMENT

7.1 MTTR Objectives.

7.1.1 Mean Time to Respond. "Mean Time to Respond" is the average time required for Crown Castle to begin troubleshooting a reported failure. The Mean Time to Respond objective is two (2) hours from Crown Castle's receipt of notice of such failure.

7.1.2 Mean Time to Repair. "Mean Time to Repair" is the average time required to restore the Licensee Fibers to an operational condition as defined herein. The Mean Time to Repair objective is eight (8) hours from Crown Castle's receipt of notice of such failure.

7.2 Product Outage. Subject to this Section 7, in the event of a Product Outage, Licensee may be entitled to a Product Credit as provided in Section 7.3 below. A Product Outage shall be deemed to begin upon the earlier of Crown Castle's actual knowledge of the Product Outage or Crown Castle's receipt of notice from Licensee of the Product Outage, and end when the Licensee Fibers are operational and in material conformance with the applicable Specifications. Notwithstanding anything to the contrary in this Supplement, in the Agreement or in any Order Form, in no event shall a Product Outage or failure to meet any objectives or parameters under this Supplement be deemed to be or constitute a breach by Crown Castle of this Supplement, the Agreement or any Order Form.

7.3 Service Level Objective. If Crown Castle fails to repair a Product Outage within eight (8) hours of notice from Licensee of such Product Outage ("Repair Window"), Licensee may be entitled to a Product Credit as follows:

Measurement Timeframe	Product Credit for Affected Product
Per Incident	1/30th of the MRC of the affected Product for each consecutive twelve (12) hour period (or fraction thereof) after the Repair Window up to a maximum of 50% of the MRC

7.4 Product Credits. The number of minutes of separate and discrete Product Outages will not be cumulated to determine the applicable Product Credit. Product Credits hereunder may not be applied to usage charges, government fees, taxes, or surcharges, or any third party charges passed through to Licensee by Crown Castle. Product Credits issued to Licensee hereunder shall be Licensee's sole and exclusive remedy at law or in equity on account of any Product Outage. Product Credits will not be issued to Licensee if Licensee's account with Crown Castle is in arrears. Notwithstanding anything to the contrary herein, the above-stated Product Credits shall not apply to Off-Net Products, and in the event of a Product Outage or other failure of any Off-Net Product provided by Crown Castle to Licensee, Crown Castle agrees to pass through a credit equal to the credit received by Crown Castle from its underlying provider(s) for such Product Outage, in lieu of the above-stated Product Credits. In no event shall Crown Castle's total liability for all Product Outages and/or failure to meet any objectives or parameters set forth in this Supplement in any month exceed a credit equal to fifty percent (50%) of the MRC for the affected Product for such month.

7.5 Product Credit Request. Licensee must submit a written request to claim a Product Credit no later than thirty (30) days following the event that gives rise to Licensee's right to request the Product Credit. Failure to request a credit within such period shall constitute a waiver of any claim for an Product Credit.

7.6 Events Excepted From Product Credit. Notwithstanding the foregoing, Licensee shall not receive any Product Credit for any Product Outage, failure to meet any objectives or parameters hereunder, or delay in performing repairs, arising from or caused, in whole or in part, by any of the following events:

a. Licensee's (including its agents, contractors and vendors) acts or omissions;
b. Failure on the part of Licensee Equipment, Licensee provided optical fiber, end user equipment or Licensee's vendor's equipment;
c. Failure of electrical power not provided by Crown Castle;
d. Election by Licensee, after requested by Crown Castle, not to release the Licensee Fibers for testing and repair;
e. Crown Castle's inability to obtain access required to remedy a defect in a Product, including lack of access due to utility safety restrictions;
f. Scheduled maintenance periods;
g. Scheduled upgrade of Product at the request of Licensee;
h. Force Majeure Event; or
i. Disconnection or suspension of the Product by Crown Castle pursuant to a right provided under this Agreement.

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Schedule A

1.1 **Fiber Specifications**

1. Type and Constitution. Single-mode Fibers are made of high grade doped silica core surrounded by a silica cladding; and coated with a dual layer, UV-cured acrylic-based coating.

Properties	Units	Single Mode	Single Mode Enhanced	MetroCor	NZDSF
Glass Geometry					
Mode Field Diameter at 1310 nm	(µm)	9.2 ± 0.4	9.2 ± 0.4	N/A	N/A
Mode Field Diameter at 1550 nm	(µm)	10.4 ± 0.8	10.4 ± 0.8	8.1 ± 0.5	9.2 ± 0.8
Fiber Attenuation					
Maximum value at 1310 nm	(dB/km)	0.4	0.4	0.5	N/A
Maximum value at 1550 nm	(dB/km)	0.3	0.3	0.3	0.3

2. Fiber Optic Specification

(a) Bi-directional splice value ("Splice Value") ≤ 0.20 dB at 1550 nm. In exceptional cases, a Splice Value may be accepted if its value is higher than 0.20 dB at 1550 nm. An exception case is, for instance, when three (3) re-trials of a splice cannot improve the Splice Value. The Splice Value will be given by the equation:

$$\frac{\text{(Splice attenuation from A to B)} + \text{(Splice attenuation from B to A)}}{2}$$

(b) Splice attenuation average ("Splice Attenuation Average") ≤ 0.15 dB at 1550 nm. The Splice Attenuation Average is given by:

$$\frac{\Sigma \text{ Splice Values}}{\text{Number of splices in the Route Segment}}$$

(c) It is recognized by the Parties that due to the use of ribbon fiber optic cable on some of the segments, the Splice Value of individual splices may exceed 0.20 dB. However, the Splice Attenuation Average for any Route Segment as designated in (b) above shall supersede all other splicing requirements.

3. Connectors

(a) Maximum Unitary ODF/S Connector (1 connector + 1 adapter + 1 connector)
(b) Maximum Connector/pigtail loss. The attenuation contribution of each pigtail with associated connector is considered to be 1.0 dB, comprised of 0.8 dB connector loss and 0.20 dB splice loss (pigtail to cable splice).

4. Fiber Optic Test Parameters

I. Standard Fiber Optic Testing:

(a) Bi-directional OTDR

(i) Span traces will be captured at 1310nm and 1550nm. Traces will be provided in native format and / or PDF.

(b) Bi-Directional Power Meter.

(i) Bi-Directional power meter results will be furnished with light source data at 1550nm. Data will be supplied in a excel format with all locations clearly identified including demarcation details.

II. Additional Fiber Optic Testing (for an additional charge):

(a) Optical Return Loss/Reflectance

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(i) The ORL value measures the total light reflected back to the transmitter caused by the system components of the fiber under test and can degrade the performance by affecting the stability of the laser; this in turn can create bit errors.
(ii) Specifications – ORL

Vendor and Telcordia specifications regarding Optical Return Loss are as follows:

Parameter	Required Threshold
Optical Return Loss	>30 dB

(b) Polarization Mode Dispersion.

(i) PMD is caused by different polarizations of the light pulse traveling along the fiber at slightly different speeds due to imperfections of size and material properties along the length of the fiber. This causes the light pulses or waveforms to spread out or broaden causing possible bit error rate of the transmission signal. The higher the bandwidth, the shorter the pulse and the increase of importance of testing prior network turn up.
(ii) Polarization-Mode Dispersion Measurement for Single-Mode Optical Fibers by Interferometry Method.
(iii) PMD coefficient of the tested fiber should not exceed <0.2 ps/$km_{1/2.}$

(c) Chromatic Dispersion

(i) Chromatic Dispersion is the broadening or spreading of a pulse of light due to the nonzero spectral width of a transmission signal. The effects of chromatic dispersion can limit the network transmission rate or the length of fiber a signal can be transmitted before requiring re-generation.
(ii) Specifications – Chromatic Dispersion
(iii) Record the total Chromatic dispersion for the tested span, the value per kilometer should be within the range specified below.

Type	Dispersion @ 1550nm
SMF (ITU-T 6.652.D)	≤18 ps/(nm*km)
ELEAF (ITU-T G.655)	4 ps/(nm*km)
TrueWave RS (ITU-T G.655)	4.5 ps/(nm*km)
TrueWave Classic (early G.655)	2 ps/(nm*km)
DSF (ITU-T G.653)	0 ps/(nm*km)
SMF-LS	-1 ps/(nm*km)

Note 1: DSF not recommended for DWDM

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SCHEDULE 2 TO EXHIBIT B (SPECIAL REQUIREMENTS)
ORDER FORM

CROWN CASTLE

Order Form

Order Type: New
SO # 2024-119062

Licensee or Customer Contact Detail				
Licensee or Customer	City of Carson			
Address & Contact	Address	701 E CARSON ST		
	City, State	CARSON, CALIFORNIA 90745		
	Phone	818-312-7768	Fax	
Billing Address & Contact	Name	City of Carson	Email	
	Billing Address	701 E Carson Street	Phone	
	City, State	Carson, CA 90745	Fax	
Technical Contact	Name	Gary Carter	Primary Phone	(310) 830-7600
	E-mail	gcarter@carsonca.gov	Alternate Phone	

Product Detail						
Dark Fiber #1	# Fibers	2	Estimated Route Miles	47.00	Estim. Fiber Miles	94.00
	Product Type	Point to Point				
	MRC	$2,960.00	NRC	$0.00		
	Install Lead Time	60 Days				
Location A	701 E Carson St, 1st Floor, Carson, CA 90745					
	CCI to provide LOA					
Location Z	17222 Von Karman Avenue Ave, 1st Floor, Irvine, CA 92614					
	CCI to provide LOA					
Dark Fiber #2	# Fibers	2	Estimated Route Miles	60.00	Estim. Fiber Miles	120.00
	Product Type	Point to Point				
	MRC	$2,960.00	NRC	$0.00		
	Install Lead Time	60 Days				
Location A	17222 Von Karman Avenue Ave, 1st Floor, Irvine, CA 92614					
	CCI to provide LOA					
Location Z	600 W 7th St, 5th Floor, 5th Floor, Los Angeles, CA 90017					
	CCI to provide LOA					
Dark Fiber #3	# Fibers	2	Estimated Route Miles	36.00	Estim. Fiber Miles	72.00
	Product Type	Point to Point				
	MRC	$2,960.00	NRC	$0.00		
	Install Lead Time	60 Days				
Location A	600 W 7th St, 5th Floor, 5th Floor, Los Angeles, CA 90017					
	CCI to provide LOA					
Location Z	701 E Carson St, 1st Floor, Carson, CA 90745					
	CCI to provide LOA					

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CROWN CASTLE

Order Form

Order Type: New
SO # 2024-119062

Order Summary

Pricing & Contract Terms

Salesperson Anthony Santana
Client Service Mgr Angelo Piperni
Order Contact Gary Carter

Term (Months) 120
Contact Email gcarter@carsonca.gov

	NRC *	MRC*
Dark Fiber	$0.00	$8,850.00
Total	$0.00	$8,850.00

*Pricing shown does not reflect applicable taxes and fees.

SPECIAL ORDER PROVISIONS

The Parties agree that: (A) during the Term hereof, Licensee shall have the right to terminate a Product set forth herein ("Initial Product"), without incurring early termination charges, provided that Licensee simultaneously orders a replacement Dark Fiber product provided entirely by Provider to a location currently served by the Provider-owned network ("Replacement Product") with equal or greater monthly recurring charges for an equal or greater Term as the Initial Product, provided that Licensee (i) pays any and all costs, expenses and charges arising from or in connection with provisioning and/or provisioning Licensee such Replacement Product, and (ii) reimburses Provider for any and all construction costs relating to the Initial Product and any and all out-of-pocket costs and expense incurred by Provider arising from or in connection with the termination of the Initial Product, including, without limitation, all underlying third-party provider termination fees. Any such Replacement Product shall be subject to Provider's approval and documented in an order form mutually agreed upon and executed by both parties, incorporating the terms, conditions and provisions of the Agreement; and, (B) the Products set forth herein shall be provisioned as depicted in the map attached hereto as Exhibit 1, which is incorporated by reference.

ORDER ACCEPTANCE

This Order Form is entered into between Provider (or "Company") and Customer (or "Licensee") effective as of the date of the last signature below, and is subject to the provisions of the Master Telecommunications License Agreement or other master agreement between the parties dated _____ ("Agreement"), which is incorporated herein by reference. In the event the date in the previous sentence is blank, or the Agreement is no longer in effect, then this Order Form will be governed by the "Crown Castle Terms and Conditions Version 5.0" available at https://www.crowncastle.com/terms-and-conditions ("Online Terms"). In addition, if Company and Licensee have not executed a Supplement or Service Level Agreement applicable to the type of product contemplated by this Order Form, then the product-specific portion of the Online Terms applicable to the product under this Order Form shall apply.

	Licensee or Customer	Company or Provider
	City of Carson	Crown Castle Fiber LLC
Signature		
Name/Title		
Date		

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EXHIBIT "C"
SCHEDULE OF COMPENSATION

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

SERVICES	MONTHLY RATE	SUB-BUDGET
A: One-Time Implementation Services: Dark Fiber Testing. (Implementation)	**$0.00**	**$0.00**
B: Provide the City with Dark Fiber Services throughout the entire Contract Term	**$8,850.00**	**$1,062,000.00**

Established rates for variable items shall be at rates set forth below for the duration of Contract Term.

DARK FIBER SERVICE(S):

Dark Fiber Route	Location A	Location Z	Monthly Recurring Cost (USD)
Dark Fiber Route#1: Single Mode 2-count Fiber (pair) Carson, CA to Los Angeles, CA Data Center (On-Net)	Carson, CA City-owned Data Center	Los Angeles, CA Colocation Facility (Consultant On-Net Colocation)	$2,950.00
Dark Fiber Redundant Route#2: Single Mode 2-count Fiber (pair) Carson, CA to Irvine, CA Data Center (On-Net)	Carson, CA City-owned Data Center	Irvine, CA Colocation Facility (Consultant On-Net Colocation)	$2,950.00

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Dark Fiber Redundant Route#3: Single Mode 2-count Fiber (pair) Irvine, CA to Los Angeles, CA Data Center (On-Net)	Irvine, CA City-owned Data Center (Consultant On-Net Colocation)	Los Angeles, CA Colocation Facility (Consultant On-Net Colocation)	$2,950.00

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

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

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

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

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

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

IV. The total compensation for the Services shall not exceed $1,062,000 as provided in Section 2.1 of this Agreement.

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EXHIBIT "D"
SCHEDULE OF PERFORMANCE

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

Service	Start Date	Deadline Date	Time to Perform
A: One-Time Implementation Services: Dark Fiber Testing. (Implementation)	**No Later than (120) Days after Contract Execution**	**10/31/24**	**120 Days**
B: Provide the City with Dark Fiber Services throughout the entire Contract Term	**11/1/24 or whenever implementation is completed, whichever is earlier**	**N/A**	**10 Years**

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/25/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	**CONTACT NAME:** Crown Castle Inc. **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:** COIRequest@crowncastle.com
INSURED Crown Castle Inc. See Attached Named Insured List 8020 Katy Freeway Houston, TX 77024	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** INSURER A : Continental Casualty Company — 20443 INSURER B : Berkshire Hathaway Specialty Insurance Com — 22276 INSURER C : Continental Insurance Company — 35289 INSURER D : HDI Global Specialty SE — B0783 INSURER E : Great American Insurance Company — 16691 INSURER F :

COVERAGES **CERTIFICATE NUMBER:** W34349062 **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:	Y	Y	7018331477	04/01/2024	04/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Deductible:	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $ See Attached
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	Y	BUA 7018331432	04/01/2024	04/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Deductible:	$ 2,000,000 $ $ $ $ See Attached
B	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 25,000			47-UMO-303445-10	04/01/2024	04/01/2025	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: No (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WC7018331446	04/01/2024	04/01/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Architects & Engineers Professional Liability			FRL-H-P-PL-00002323-01	11/30/2023	11/30/2024	Each Claim: Policy Aggregate:	$1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

This Voids and Replaces Previously Issued Certificate Dated 03/28/2024 WITH ID: W33057478.

RE: TELECOMMUNICATIONS LICENSE AGREEMENT

General Liability Deductible: $1,000,000 per occurrence
SEE ATTACHED

CERTIFICATE HOLDER

City of Carson
701 East Carson Street
Carson, CA 90745

INSURANCE APPROVED

RG

7/25/2024

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

Joseph Spina

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Northeast, Inc.	NAMED INSURED Crown Castle Inc. See Attached Named Insured List 8020 Katy Freeway Houston, TX 77024
POLICY NUMBER See Page 1	
CARRIER See Page 1 / NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Automobile Liability Deductible: $250,000 each accident

Workers Compensation Deductible: $250,000 each accident

City of Carson, its elected and appointed officers, employees, volunteers and agents are included as Additional Insureds under the General Liability as their interest may appear and as required by written agreement and only with respect to the liability arising out of the operations performed by or on behalf of the Named Insured.

City of Carson, its elected and appointed officers, employees, volunteers and agents are included as Additional Insureds as their interest may appear with respect to the Automobile Liability for liability arising out of the operations or work performed by the named insured, if required by written agreement.

It is further agreed that such insurance as is afforded shall be Primary and Non-Contributory with any other insurance in force for or which may be purchased by Additional Insureds if agreed in written contract.

General Liability, Auto Liability, and Workers Compensation include a Waiver of Subrogation in favor of the Additional Insureds when agreed in written contract prior to the loss, but always subject to the policy terms, conditions and exclusions as permitted by law.

A&E Professional: SIR - $500,000

INSURER AFFORDING COVERAGE: Great American Insurance Company NAIC#: 16691

POLICY NUMBER: PRE 1849572 04 EFF DATE: 11/01/2021 EXP DATE: 11/01/2026

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Contractors Pollution Liability	Each Condition:	$1,000,000
	Aggregate:	$1,000,000
	Policy Aggregate:	$1,000,000

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SR ID: 26220896 BATCH: 3554811 CERT: W34349062

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Crown Castle Inc.

Edition Date: 12/20/2023

Named Insured	Named Insured (cont.)
AirComm of Avon, LLC	Crown Castle Puerto Rico Corp.
Assurable Insurance LLC	Crown Castle Solutions LLC
Atlantic Coast Communications LLC	Crown Castle South LLC
CC Edge LLC	Crown Castle Towers 05 LLC
CC Holdings GS V LLC	Crown Castle Towers 06-2 LLC
CC Site Acquisitions II LLC	Crown Castle Towers 09 LLC
CC Strategic Investment Corp.	Crown Castle Towers LLC
CC TM PA LLC	Crown Castle USA Inc.
CC Towers Guarantor LLC	Crown Communication LLC
CC Towers Holding LLC	Crown Communication New York, Inc.
CCATT Holdings LLC	Fibertech Facilities Corp.
CCATT LLC	Global Signal Acquisitions II LLC
CCATT PR LLC	Global Signal Acquisitions III LLC
CCGS Holdings Corp.	Global Signal Acquisitions IV LLC
CCPR VI Tower Newco LLC	Global Signal Acquisitions LLC
CCS & E LLC	Global Signal GP LLC
CCTM Holdings LLC	Global Signal Holdings III LLC
CCTM1 LLC	Global Signal Operating Partnership, LP
CCTM2 LLC	GoldenState Towers LLC
CCTMO LLC	GS Savings Inc.
CCVX LLC	GSPN Intangibles LLC
ComSite Venture, Inc.	High Point Management Co. LLC
Coverage Plus Antennas Systems LLC	ICB Towers LLC
Crown Atlantic Company LLC	Interstate Tower Communications LLC
Crown Castle AS LLC	Intracoastal City Towers LLC
Crown Castle Atlantic LLC	Light Tower Clearinghouse LLC
Crown Castle CA Corp.	Md7 Capitol One, LLC
Crown Castle Fiber Enterprise LLC	MW Cell Reit 1 LLC
Crown Castle Fiber Holdings Corp.	MW Cell TRS 1 LLC
Crown Castle Fiber LLC	OP LLC
Crown Castle GS III Corp.	OP 2 LLC
Crown Castle GT Company LLC	Pinnacle Towers Acquisition Holdings LLC
Crown Castle GT Corp.	Pinnacle Towers Acquisition LLC
Crown Castle GT Holding Sub LLC	Pinnacle Towers Asset Holding LLC
Crown Castle Inc. f/k/a Crown Castle International Corp.	Pinnacle Towers Canada Inc.
Crown Castle LLC	Pinnacle Towers III LLC
Crown Castle Investment Corp.	Pinnacle Towers Limited
Crown Castle Investment II Corp.	Pinnacle Towers LLC
Crown Castle MU LLC	Pinnacle Towers V Inc.
Crown Castle MUPA LLC	PR Site Development Corporation
Crown Castle NG East LLC	Radio Station WGLD LLC
Crown Castle Operating Company	Shaffer & Associates, Inc.
Crown Castle Operating LLC	Sidera Networks UK Limited (UK)
Crown Castle Orlando Corp.	Sierra Towers, Inc.
Crown Castle PR LLC	Tower Development Corporation
Crown Castle PR Holdings LLC	Tower Systems LLC
Crown Castle PR Solutions LLC	Tower Technology Company of Jacksonville LLC

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Crown Castle Inc.

Edition Date: 12/20/2023

Named Insured	Named Insured (cont.)
Tower Ventures III LLC	Fiber Technologies Networks, L.L.C. (NY)
TowerOne Partners, LLC	Fibernet Direct Florida LLC
TriStar Investors LLC	Fibernet Direct Holdings LLC
TVHT LLC	Fibernet Direct TEL LLC
WCP Wireless Lease Subsidiary, LLC	Fibernet Direct Texas LLC
WCP Wireless Site Funding LLC	Fibertech Holdings Corp.
WCP Wireless Site Holdco LLC	Fibertech Networks, LLC
WCP Wireless Site Non-RE Funding LLC	Freedom Telecommunications, LLC
WCP Wireless Site Non-RE Holdco LLC	Global Signal Services LLC
WCP Wireless Site RE Funding LLC	InfraSource FI, LLC
WCP Wireless Site RE Holdco LLC	InSITE Fiber of Virginia LLC
Merged Entities to Crown Castle Fiber LLC	InSITE Solutions LLC
24/7 Chesapeake Holdings, LLC	IX2 Center, LLC
24/7 Mid-Atlantic Network of Virginia, LLC	IX2 Wilshire, LLC
24/7 Mid-Atlantic Network, LLC	JBCM Towers LLC
Access Fiber Group Holdings LLC	Light Tower Fiber New York, Inc. (NY)
Access Fiber Group, Inc.	Light Tower Holdings LLC
CA - CLEC LLC	Light Tower Management, Inc.
CC Castle International LLC	Light Tower Metro Fiber LLC
CC Edge Solutions LLC	Lightower Fiber Infrastructure Corp.
CC Finance LLC	Lightower Fiber Networks I, LLC
CC FN Holdings LLC	Lightower Fiber Networks II, LLC n/k/a Crown Castle Fiber LLC
CC Sunesys Fiber Networks LLC	LL Q1-18, LLC
CC TS LLC	LTS Buyer LLC
CCPE Acquisitions LLC	LTS Group Holdings LLC n/k/a Crown Castle Fiber Holdings Corp
CCT2 Holdings LLC	LTS Intermediate Holdings A LLC
Chesapeake Fiber, LLC	LTS Intermediate Holdings B LLC
Coastal Antennas LLC	LTS Intermediate Holdings C LLC
Cross Connect Solutions, Inc. (PA)	Mobile Media California LLC
Crown Castle Atlantic LLC	Mobile Media National LLC
Crown Castle Augusta LLC	Modeo LLC
Crown Castle BP ATT LLC	NEON Transcom, Inc.
Crown Castle International Corp. de Puerto Rico	NewPath Networks Holding LLC
Crown Castle MM Holding Corp.	NewPath Networks LLC
Crown Castle MM Holding LLC	NY - CLEC LLC
Crown Castle NG Atlantic LLC	P3 CHB-1, LLC
Crown Castle NG Central LLC	P3 Holdings 2014 LLC
Crown Castle NG Networks LLC	P3 OASA-1, LLC
Crown Castle NG West LLC	P3 PBA-1, LLC
Crown Castle PT Inc.	PA - CLEC LLC
Crown Castle Services LLC	Pinnacle San Antonio L.L.C.
Crown Castle TDC LLC	Pinnacle St. Louis LLC
Crown Castle TLA LLC	PR TDC Corporation
Crown Mobile Systems, Inc.	Princeton Ancillary Services II LLC
DAS Development Corporation	Princeton Ancillary Services III LLC
RGP Tower Group, LLC	Sidera Networks, Inc.

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Crown Castle Inc.

Edition Date: 12/20/2023

Named Insured	Named Insured (cont.)
Sunesys Enterprise LLC n/k/a Crown Castle Fiber Enterprise LLC	
Sunesys of Massachusetts, LLC	
Sunesys of Virginia, Inc.	
Sunesys, LLC	
Thunder Towers LLC	
TowerOne 2012, LLC	
TowerOne Allentown 001, LLC	
TowerOne Bethlehem 001, LLC	
TowerOne Doylestown, LLC	
TowerOne East Rockhill 001, LLC	
TowerOne Marple, LLC	
TowerOne Middletown 001, LLC	
TowerOne Middletown 002, LLC	
TowerOne Middletown 003, LLC	
TowerOne North Coventry, LLC	
TowerOne Richland, LLC	
TowerOne Upper Pottsgrove 002, LLC	
TowerOne Upper Pottsgrove, LLC	
TowerOne Warminster 001, LLC	
TowerOne Warrington 002, LLC	
Towers Finco II LLC	
Towers Finco III LLC	
Towers Finco LLC	
WA - CLEC LLC	
Wilcon Holdings LLC	
Wilcon Operations LLC	
Wilshire Connection, LLC	
Wilshire Services, LLC	
Wireless Funding, LLC	
Wireless Realty Holdings II, LLC	
Wireless Revenue Properties, LLC	
Yankee Metro Parent, Inc.	

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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):

As required by written contract

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

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additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

1. Required by the contract or agreement; or

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

whichever is less.

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

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CNA

CNA PARAMOUNT

Primary and Noncontributory - Other Insurance Condition Endorsement

This endorsement modifies insurance provided under the following:

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

It is understood and agreed that the condition entitled **Other Insurance** is amended to add the following:

Primary And Noncontributory Insurance

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

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

b. the **Named Insured** has 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.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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Waiver of Transfer of Rights of Recovery Against Others to the Insurer Endorsement

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Person Or Organization:

ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED IS REQUIRED TO PROVE SUCH COVERAGE UNDER THE TERMS OF A WRITTEN CONTRACT.

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

Under **COMMERCIAL GENERAL LIABILITY CONDITIONS** , it is understood and agreed that the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

With respect to the person or organization shown in the Schedule above, the Insurer waives any right of recovery the Insurer may have against such person or organization because of payments the Insurer makes for injury or damage arising out of the **Named Insured's** ongoing operations or **your work** included in the **products-completed operations hazard**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "**insureds**" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: CROWN CASTLE INC.

Endorsement Effective Date: 04/01/2024

SCHEDULE
Name Of Person(s) Or Organization(s):
Per Schedule On File With Company
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "**insured**" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "**insured**" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** - Covered Autos Coverages of the Auto Dealers Coverage Form.

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WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: CROWN CASTLE INC.

Endorsement Effective Date: 04/01/2024

SCHEDULE
Name(s) Of Person(s) Or Organization(s):
ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "**accident**" or the "**loss**" under a contract with that person or organization.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

Schedule

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

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AMENDMENT NO. 1
TO AGREEMENT FOR CONTRACT SERVICES

THIS AMENDMENT NO. 1 TO AGREEMENT FOR CONTRACT SERVICES ("Amendment No. 1") by and between the CITY OF CARSON, a California municipal corporation ("City"), and FIBER ASSETCO LLC D/B/A ZAYO, a Delaware limited liability company authorized to conduct business in California ("Consultant"), is entered into effective as of the 15th 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 Crown Castle Fiber LLC ("Crown Castle") entered into that certain Telecommunications License Agreement dated August 20, 2024 ("Agreement"), whereby Crown Castle agreed to provide telecommunications licenses to the City and related services for a not-to-exceed Contract Sum of $1,062,000 for a ten-year Term.

B. Crown Castle was acquired by Consultant on May 1, 2026, and Consultant has agreed to assume all of Crown Castle's rights and obligations under the Agreement.

C. City and Consultant now desire to amend the Agreement to increase the Contract Sum by $6,000.00 in order to allow for execution of a change order on one of the telecommunication licenses, increasing the total not-to-exceed Contract Sum to $1,068,000. The Parties also seek to adjust the Term to clarify that the 10 year period will commence after installation of the fiber which is to occur by no later than February 1, 2027, and expire after a period of 10 years after installation, which will be no later than January 31, 2037.

TERMS

1. Incorporation of Recitals. The Recitals set forth above are incorporated into and are a part of this Amendment No. 1.

2. Terms and Definitions. All words, terms and phrases used or referenced in this Amendment No. 1, not expressly defined in this Amendment No. 1, 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 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 Sixty ~~Two~~ *Eight* Thousand Dollars**

and Zero Cents (*$1,068,000*~~$1,062,000~~) (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***, to commence after installation of the fiber which is to occur by no later than February 1, 2027, and expire after a period of 10 years after installation, which will be no later than January 31, 2037*** ~~but not exceeding ten (10) years from the date hereof~~, except as otherwise provided in the Schedule of Performance (Exhibit "D")."

C. Section 4.1 (Representatives and Personnel of Consultant) of the Agreement is hereby amended so that Sean Torsney is replaced with Anthony Santana, Fiber Sales Director.

D. Exhibit "A" (Scope of Services) is hereby amended to read as follows:

See attached Exhibit "A"

E. Exhibit "C" (Schedule of Compensation) is hereby amended to read as follows:

See attached Exhibit "C"

F. Exhibit "D" (Schedule of Performance) is hereby amended to read as follows:

See attached Exhibit "D"

4. 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.

5. Affirmation of Agreement; Warranty Re Absence of Defaults. City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each Party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each Party represents and warrants to the other that the Agreement, as amended by Amendment No. 1, is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment No. 1, City is not in default of any material term of the Agreement and that there have been no events

that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

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

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. 1.

7. Authority. The persons executing this Amendment No. 1 on behalf of the Parties warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 1 on behalf of said Party, (iii) by so executing this Amendment No. 1, such Party is formally bound to the provisions of this Amendment No. 1, and (iv) the entering into this Amendment No. 1 does not violate any provision of any other agreement to which said Party is bound.

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

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1 on the date(s) and year 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
[rjl]

CONSULTANT:

FIBER ASSETCO LLC D/B/A ZAYO,
a Delaware limited liability company

By:_____
Name:
Title:

By:_____
Name:
Title:
Address: 1401 Wynkoop Street, Suite 500
Denver, CO 80202

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"
SCOPE OF SERVICES

I. Consultant will perform the following Dark Fiber and Lease/License Services ("Products"):

Consultant shall perform all of the work, furnish all labor, materials, equipment, tools, utility services, and transportation, and comply with all of the specifications and requirements in the Bid Documents for the project entitled RFP No. 23-049 Dark Fiber Leases and/or Dark Fiber Indefeasible Right of Use (IRU), in accordance with the Special Requirements attached hereto as Exhibit B (the "Special Requirements") and in accordance with the Order Form 2024-119062 attached hereto as Exhibit B, Schedule 2 (the "Order Form"), and exclusive of any construction work detailed in RFP No, 23-049 (collectively, "**IT Disaster Recovery Project**" or the "Project"). The IT Disaster Recovery Project requires Consultant to provide a primary dark fiber pair and redundant dark fiber pair between Carson's City Hall and the Meet-Me-Room of several carrier neutral data centers located in downtown Los Angeles, California, and support City's regional data center as a component of City's IT Disaster Recovery Protocols (along the route as set forth on the Order Form) and in accordance with the route map. In the event of any conflict between the terms of this Agreement and any attachments, the following order of precedence shall apply: (1) Exhibit B - the Special Requirements; (2) the Agreement; (3) the Order Form; and (4) the Bid Documents. As used herein, "**Bid Documents**" refers to all of the documents included in the solicitation of bids for the IT Disaster Recovery Project, including but not limited to, the RFP, Instructions to Bidders, Consultant's Bid/Proposal, Contract Documents, Special Provisions, Technical Provisions, Construction Plans, Standard Plans, Drawings, Reference Specifications, all applicable permit requirements, any addenda, and any other documents included, referenced, or incorporated therein.

More specially, Consultant shall:

A. Provide and lease to City three (3) redundant single-mode dark fiber routes to complete a fully redundant (2) fiber strand, dark fiber pair, between three City designated hub site locations:

1. City Hall 701 E Carson St Carson CA 90745 ***(City may relocate demarcation to any City facility on City's Network (On-Net) during term)***

2. City's Los Angeles, CA Colocation Site (City may relocate demarcation to any Irvine, CA Colocation on Consultant's Network (On-Net) during term)

3. City's Irvine, CA Colocation Site (City may relocate demarcation to any Irvine, CA Colocation on Consultant's Network (On-Net) during term)

B. Provide regular and scheduled maintenance to ensure operational integrity and performance of dark fiber services. Consultant or City reported incidents of performance shall be documented in an incident management system and tracked

through to resolution, including fiber testing documentation ensuring less than 0.3 dB loss per splice, per industry standards.

C. Maintain adequate and qualified personnel needed to meet the workload requirements for all maintenance activities on a 24 hour/7 days per week/365 days per year basis.

D. Provide City with fiber testing documentation and construction completion report.

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

A. Network related outages confirmed by Consultant or City.

B. Inspection reports related to the City's dark fiber services.

C. Quarterly Business Reviews.

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

As directed by the City's Contract Officer.

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

EXHIBIT "C"
SCHEDULE OF COMPENSATION

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

SERVICES	MONTHLY RATE	SUB-BUDGET
A: One-Time Implementation Services: Dark Fiber Testing. (Implementation)	**$0.00**	**$0.00**
B: Provide the City with Dark Fiber Services throughout the entire Contract Term	~~**$8,850.00**~~ ***$8,900.00***	~~**$1,062,000.00**~~ ***$1,068,000.00***

Established rates for variable items shall be at rates set forth below for the duration of Contract Term.

DARK FIBER SERVICE(S):

Dark Fiber Route	Location A	Location Z	Monthly Recurring Cost (USD)
Dark Fiber Route#1: Single Mode 2-count Fiber (pair) Carson, CA to Los Angeles, CA Data Center (On-Net)	Carson, CA City-owned Data Center	Los Angeles, CA Colocation Facility (Consultant On-Net Colocation)	~~$2,950.00~~ ***$3,000.00***
Dark Fiber Redundant Route#2: Single Mode 2-count Fiber (pair) Carson, CA to Irvine, CA Data Center (On-Net)	Carson, CA City-owned Data Center	Irvine, CA Colocation Facility (Consultant On-Net Colocation)	$2,950.00

Dark Fiber Redundant Route#3: Single Mode 2-count Fiber (pair) Irvine, CA to Los Angeles, CA Data Center (On-Net)	Irvine, CA City-owned Data Center (Consultant On-Net Colocation)	Los Angeles, CA Colocation Facility (Consultant On-Net Colocation)	$2,950.00

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

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

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

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

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

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

IV. The total compensation for the Services shall not exceed ~~$1,062,000~~ *$1,068,000* as provided in Section 2.1 of this Agreement.

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

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

Service	Start Date	Deadline Date	Days to Perform
A: One-Time Implementation Services: Dark Fiber Testing. (Implementation)	**No Later than (120) Days after Contract Execution**	**~~10/31/24~~** ***2/01/27***	**~~120 Days~~** ***N/A***
B: Provide the City with Dark Fiber Services throughout the entire Contract Term	**11/1/24 or whenever implementation is completed, whichever is earlier**	**N/A**	**10 Years**

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

Report to Honorable Mayor and City Council

Tuesday, September 15, 2026, 5:00 PM

CONSENT 24.

To: Honorable Mayor and City Council

From: Nathan Freeman, Director of Community and Economic Development CD Administration

Subject: VICTORIA GOLF COURSE PROJECT: UPDATE ON PROPOSED EIFD FUNDING AND UPCOMING EIFD BOARD ACTION (CITY COUNCIL)

I. SUMMARY

The City Council is being provided an update regarding proposed Carson Enhanced Infrastructure Financing District (EIFD) funding for planning, infrastructure, remediation, and other pre-development activities associated with the County-owned Victoria Golf Course property located at 340 Martin Luther King Jr. Street.

The Carson EIFD Infrastructure Financing Plan (IFP) provides that, after satisfying the required 20 percent affordable housing set-aside, 50 percent of annual District revenues, up to $10 million, may be allocated for certain infrastructure and remediation activities at the Victoria Golf Course property.

To establish an initial mechanism for the use of these EIFD revenues, the County of Los Angeles and the Carson EIFD have prepared an Administrative Reimbursement Agreement. The proposed Agreement would allow the County to seek reimbursement for eligible costs associated with community engagement, planning, feasibility analysis, environmental review, conceptual design, remediation planning, infrastructure planning, and other pre-development activities related to the Victoria Golf Course property. Reimbursement under the proposed Agreement would be limited to $500,000.

The proposed Administrative Reimbursement Agreement will be presented to the Public Financing Authority (PFA), acting as the governing body of the Carson EIFD, for review and approval. City Council is not being asked to approve the Agreement through this action. The requested City Council action is limited to receiving and filing this update.

II. RECOMMENDATION

RECEIVE AND FILE an update regarding proposed Carson EIFD funding for the Victoria Golf Course Project and the upcoming consideration of a proposed Administrative Reimbursement Agreement by the EIFD Board.

III. ALTERNATIVES

Provide alternative direction to staff.

IV. BACKGROUND

The City of Carson initiated the formation of the Carson EIFD pursuant to California Government Code Section 53398.50 et seq. On March 16, 2021, the City Council adopted Resolution No. 21-026, declaring its intention to form the District and establishing the Public Financing Authority (PFA) as the governing body of the District. The County of Los Angeles subsequently elected to participate as a taxing entity in the District.

The PFA is comprised of two members of the City Council, one member of the Los Angeles County Board of Supervisors or their designee, and two members of the public, with one public member appointed by the City and one appointed by the County.

Following three public hearings and approval of the IFP by the City and County, the PFA adopted the IFP and formed the Carson EIFD in accordance with applicable law.

The IFP requires 20 percent of District revenues to be set aside and prioritized for affordable housing. After satisfying the affordable housing set-aside, the IFP allocates 50 percent of annual District revenues, up to $10 million, for certain infrastructure and remediation projects at the County-owned Victoria Golf Course property.

The County and District originally contemplated that the County would undertake infrastructure and remediation projects at the Victoria Golf Course property and be reimbursed from District revenues. Following the cancellation by the County of its lease with Plentitude, the County and City desire greater flexibility to accommodate potential future development opportunities for the property.

The proposed Administrative Reimbursement Agreement is intended to provide an administrative mechanism for the reimbursement of certain County costs associated with planning and potential future improvements or redevelopment of the Victoria Golf Course property.

Discussion

The Carson EIFD Infrastructure Financing Plan (IFP) provides that, after satisfying the required 20 percent affordable housing set-aside, 50 percent of annual EIFD revenues, up to $10 million, may be allocated for eligible infrastructure and remediation activities at the County-owned Victoria Golf Course property.

The proposed Administrative Reimbursement Agreement would establish the initial mechanism for using these EIFD revenues. Under the Agreement, the County could seek reimbursement of up to $500,000 for eligible costs associated with community engagement, planning, feasibility analysis, environmental review, conceptual design, remediation planning, infrastructure planning, and other eligible pre-development activities related to the Victoria Golf Course Project.

The $500,000 represents the initial reimbursement authorization and does not authorize use of the full $10 million contemplated by the IFP. Any future use of the remaining allocation would require additional action consistent with the IFP and the Agreement.

Reimbursements would be paid solely from available EIFD revenues allocated to the Victoria Golf Course and would not create a General Fund obligation or indebtedness of the City.

The proposed Administrative Reimbursement Agreement will be presented to the Public Financing Authority (PFA), acting as the governing body of the Carson EIFD, for review and approval. City Council is not being asked to approve the Agreement through this item. The requested action is to receive and file this update.

V. FISCAL IMPACT

There is no direct fiscal impact to the City's General Fund associated with the City Council's receipt and filing of this report.

If approved by the EIFD Board, reimbursements under the proposed Administrative Reimbursement Agreement would be funded solely from available EIFD revenues allocated for the Victoria Golf Course property. The proposed Agreement does not create a General Fund obligation or indebtedness of the City.

The proposed Agreement establishes an initial reimbursement mechanism of up to $500,000 for eligible County costs.

VI. EXHIBITS

1. Draft Administrative Reimbursement Agreement between the County of Los Angeles and the Carson Enhanced Infrastructure Financing District

Attachments

Draft Carson EIFD County of Los Angeles Reimbursement Agreement.pdf

ADMINISTRATIVE REIMBURSEMENT AGREEMENT BETWEEN THE COUNTY OF LOS ANGELES AND THE CARSON ENHANCED INFRASTRUCTURE FINANCING DISTRICT

THIS ADMINISTRATIVE REIMBURSEMENT AGREEMENT ("**Agreement**"), by and between the COUNTY OF LOS ANGELES, a political subdivision of the State of California ("**County**"), and the CARSON ENHANCED INFRASTRUCTURE FINANCING DISTRICT, a California financing district ("**District**") (collectively, the "**Parties**").

R E C I T A L S:

WHEREAS, the California Legislature enacted Chapter 2.99 of Part 1 of Division 2 of Title 5 of the California Government Code (commencing with section 53398.50) (the "**EIFD Law**") authorizing cities and counties to designate enhanced infrastructure financing districts ("**EIFD**") and authorizing EIFDs to use specified property tax increment revenue generated within their boundaries to finance certain public facilities and projects of communitywide significance that provide significant benefits to the EIFDs or the surrounding community; and

WHEREAS, in enacting the EIFD Law, the California Legislature found and declared that with the dissolution of redevelopment agencies, public benefits will accrue, if local agencies finance certain public facilities and projects authorized under the EIFD Law; and

WHEREAS, the City of Carson ("**City**"), pursuant to Resolution No. 21-026 adopted on March 16, 2021 ("Resolution of Intent"), declared its intention to form the District and formed the Public Financing Authority of the Carson EIFD as the governing body of the District (the "**PFA**"); and

WHEREAS, the County, pursuant to a resolution adopted on November 24, 2020, declared its intent to participate as a taxing entity in the District, approved formation of the PFA, and proposed the District set-aside up to $10 million of the District's revenues for remediation or infrastructure improvements at the County's Victoria Golf Course; and

WHEREAS, the City Council of the City and the PFA previously directed the City Manager/Executive Director, other appropriate City staff, Kosmont & Associates Inc., and the City's authorized EIFD consultant, in consultation with the County, to prepare the Infrastructure Financing Plan ("**IFP**") in accordance with Government Code Sections 53398.62 and 53398.63 of the EIFD Law and directed the PFA to provide all required notices and information, and conduct the public hearings regarding the IFP, all in accordance with the EIFD Law, and perform all other duties of the PFA under the EIFD Law, as necessary or desirable from time to time; and

WHEREAS, the PFA Board is comprised of two members of the City Council, one member of the County Board of Supervisors, or his/her designee, and two members of the public, one of each chosen by the City and the County; and

WHEREAS, following three public hearings and approval of the IFP by the City and the County, the PFA properly adopted the IFP and formed the District in the form and manner required by law; and

WHEREAS, the IFP requires 20% of District revenues to be set-aside and prioritized for affordable housing; and

WHEREAS, after satisfying the 20% affordable housing set-aside requirement, the IFP allocates fifty percent (50%) of all annual District revenues, up to $10,000,000, for certain on-site infrastructure and remediation projects for the County-owned property located at 340 Martin Luther King Jr. Street, Carson, California 90746, commonly known as the Victoria Golf Course; and

WHEREAS, the Parties intended for the County to perform the infrastructure and remediation projects for the Victoria Golf Course in accordance with the IFP and to then be reimbursed for the costs from the District, up to the amount of the $10,000,000 allocation; and

WHEREAS, due to the cancelation by the County of the lease with Plentitude with respect to the Victoria Golf Course Property, the County and the City desire to amend the IFP to provide flexibility for other potential developments on the property; and

WHEREAS, the Parties desire to memorialize the arrangement by which the District shall reimburse the County for certain costs associated with the planning of , infrastructure and remediation projects for the Victoria Golf Course and a potential revision to the IFP; and

WHEREAS, the County and the PFA have authorized the execution of this Agreement for the purposes set forth in the IFP; and

WHEREAS, each Party represents that it has taken all actions required to authorize execution and performance of this Agreement, including any approvals required by the PFA Board, and that the persons signing below are authorized to bind the respective Party.

NOW, THEREFORE, for the purposes set forth herein, and for good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

T E R M S:

Section A. General Provisions; Purpose

1. Recitals. The Recitals set forth above are true and correct and are hereby incorporated by reference as though fully set forth herein.

2. Purpose. The purpose of this Agreement is to establish a mechanism pursuant to which the District shall reimburse the County for costs incurred and funds advanced by the County for certain .on-site infrastructure and remediation projects for the Victoria Golf

Course property ("VGC Projects"), as provided in the IFP.

3. Definitions. For purposes of this Agreement:

~~(c)~~ "Available VGC Revenues" means District tax increment revenues actually received and available for payment for the applicable fiscal year after the affordable housing set aside has been satisfied and in accordance with the application of the IFP revenues on a 50/50 basisfor the Victoria Golf Course and the City as described in the amended IFP. Available VGC revenues for this Agreement shall not exceed five hundred thousand dollars ($500,0000). With respect to the Section E hereof, Available VGC revenues shall not exceed $10,000,000, the total amount of revenues permitted for the County under the amended IFP.

4. No General Fund Obligation; No Indebtedness. Notwithstanding anything to the contrary in this Agreement:

(a) The District's obligation to reimburse the County is payable solely from Available VGC Revenues and shall be implemented in a manner consistent with the amended IFP. No payment obligation of the District under this Agreement constitutes a debt, liability, or obligation of the City of Carson or the County.

(b) Nothing herein shall be construed to create a pledge of the City's or County's general fund, or any fund other than Available VGC Revenues, for payment of County Costs. Any obligation is not intended to be indebtedness that starts any time limitation related to the IFP, amended IFP and the District.

(c) All reimbursement, payment, defense, indemnity, deposit and other financial obligations under this Agreement are payable solely from Available VGC Revenues.

5. County's authority:

   a. County has sole discretion to select and assign specific County employee or employees and contractors to work on VGC Projects.

   b. County has sole discretion to direct the work, hire and evaluate the performance of the employees and contractors assigned to work on VGC Projects, and retains the right to terminate or replace at any time any such person.

c. County has sole discretion to determine the amount of compensation paid to employees or contractors assigned to work on VGC Projects.

d. County, not District, shall pay employees and contractors assigned to work on VGC Projects from a County account.

Section B. Reimbursable County Costs

The County may request reimbursement for, and the District shall reimburse the County, from Available VGC Revenues for the following costs (collectively, "**County Costs**"):

Actual, reasonable, documented, and eligible costs incurred by the County for community engagement directly related to project planning, planning, feasibility analysis, environmental review, conceptual design, remediation planning, infrastructure planning, and other predevelopment activities directly related to evaluating, planning, facilitating, or implementing eligible remediation, infrastructure, or redevelopment activities for the Victoria Golf Course property, in an amount not to exceed Five Hundred Thousand Dollars ($500,000).

Section C. Invoicing and Payments; Accounting

1. Invoices

County shall furnish to District an invoice for all County Costs incurred during the preceding month or for any earlier period for which County has not yet submitted an invoice. Invoice(s) shall indicate the detail of work/service(s) provided, describe the period covered, identify the project or activity, include the number of hours worked if reimbursement is sought for staff time and include reasonable supporting documentation. ~~for the project(s)~~ Except as to any charges disputed by the District and subject to available VCG Revenues of $500,000, the District shall use its best efforts to cause County to be paid within 30 calendar days of receipt of County invoice. In the event any charges or expenses are disputed by the District, the invoice shall be returned, along with a description of the dispute within 15 calendar days, to County for correction and resubmission. Review and payment by District of invoice(s) provided by the County shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2. Accounting; District's Right to Review County Records

County shall maintain records evidencing reimbursable costs and all payments and keep an accounting of the County Costs and all payments made by the District to the County for not less than 5 years after project completion or such longer period as required by law. Upon written

request, the County shall make available for District's review County records evidencing invoiced County Costs. Upon written request, which shall be reasonable and in accordance with all laws, the County shall make available for City's review County records evidencing invoiced County Costs.

Section D. Effective Date and Term

This Agreement shall apply only to the reimbursement of the initial $500,000 authorized under the amended IFP. This Agreement shall be effective as of later of the date the final party executes the agreement ("**Effective Date**") , and shall continue in full force and effect until the District has fully satisfied all outstanding reimbursement obligations pursuant to this Agreement, unless earlier terminated by one party providing the non-terminating party a 30-day written notice ("**Early Termination**"). An Early Termination does not operate as a waiver of the District's obligation to reimburse the County for .

County Costs incurred and not yet invoiced as of the time the notice was provided.

Section E. Indemnification

District agrees to indemnify, protect, defend, and hold harmless the County and its officials, officers, employees, agents, elected boards, commissions, departments, agencies, and instrumentalities thereof (collectively, "**County**"), from any and all actions, suits, claims, demands, writs of mandamus, liabilities, losses, damages, penalties, obligations, expenses, and any other actions or proceedings (whether legal, equitable, declaratory, administrative, or adjudicatory in nature), and alternative dispute resolution procedures (including, but not limited to, arbitrations, mediations, and other such procedures) asserted by third parties against the County that challenge, or seek to void, set aside, or otherwise modify or annul, the action of, or any approval by, the County for or concerning this Agreement (including, but not limited to, reasonable attorneys' fees and costs) (herein the "**Claims and Liabilities**") whether such Claims and Liabilities arise under federal, state, or local statute, law, ordinance, rule, regulation, or any decision of a competent jurisdiction: The District's indemnity and defense obligations under this Section E are payable solely from Available VCG Revenues and do not constitute a general fund obligation of the City, the County, the District or any taxing entity.

In the event any action for any Claims and Liabilities is brought against the County, upon County's notification to District of the pendency of a claim or suit, District shall make a minimum deposit sufficient to pay all of District's indemnification obligations for the following 90 days, which includes legal costs and fees anticipated to be incurred as reasonably determined by the County. District shall make deposits required under this section within 5 days of the County's written request. At no point during the pendency of such claim or suit, shall the minimum balance of the deposit fall below twenty-five thousand dollars ($25,000). The obligations of District under this Section shall not apply to any claims, actions, or proceedings arising from the sole negligence or willful misconduct of the County. The obligations for indemnity under this Section E shall begin upon the Effective Date and shall survive termination or expiration of this Agreement. No

deposit shall be required unless Available VGC revenues are available for that purpose.

Section F. Governing Law and Consent to Venue

This Agreement shall be governed exclusively by the provisions hereof and shall be construed and interpreted in accordance with the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the Parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate California State Court in the County of Los Angeles, California. All references to District include all personnel, employees, and agents of District, except as otherwise specified in this Agreement. All references to County include its elected officials, appointed boards and commissions, officers, employees, agents, and volunteers.

Section G. Notices

All notices, demands, invoices, and communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

To District: Carson Enhanced Infrastructure Financing District
701 E. Carson St.
Carson, CA 90745
Telephone: 310-830-7600
email: droberts@carson.ca.us
Attn.: David Roberts, Executive Director

copy to: Aleshire & Wynder, LLP
18881 Von Karman Ave., Suite 1700
Irvine, CA 92612
Telephone: 949-223-1170
Fax: 949-223-1180
email: aluck@awattorneys.com
Attn.: Anita Luck, District Counsel

To County: County of Los Angeles
Chief Executive Office
Asset Management Branch, Master Planning Division
555 W. 5th Street, 36th Floor
Los Angeles, CA 90013
Email: BKUMAGAWA@CEO.LACOUNTY.GOV
Telephone: (213) 893-9742
Attn.: Burt Kumagawa

copy to: Los Angeles County Counsel
648 Kenneth Hahn Hall of Administration

500 West Temple Street
Los Angeles, California 90012-2713
Telephone: (213) 584-1473
email: mbuennagel@counsel.lacounty.gov
Attn.: Michael S. Buennagel, Senior Deputy County Counsel

Section H. Section Headings

All section headings are for convenience of reference only and are not intended to define or limit the scope or intent of any provision of this Agreement.

Section I. Amendments, Changes and Modifications

No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties. The County Chief Executive Officer, or their designee, with approval as to form by County Counsel, is authorized to execute amendments to this Agreement on behalf of the County. No amendment expanding the categories of reimbursable costs, authorizing reimbursement of any portion of the remaining $9,500,000, modifying Available VGC Revenues or materially changing the District's obligation shall be effective unless approved by the PFA Board.

Section J. Severability

If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given full force and effect.

Section K. Time is of the Essence

Time is of the essence with respect to this Agreement.

Section L. Counterparts

This Agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.

Section M. Entire Agreement

This Agreement contains the entire agreement between County and District and supersedes any prior oral or written statements or agreements between County and District with respect to the subject matter of this Agreement.

IN WITNESS THEREOF, the Parties hereto have executed this Agreement as of the day and year written alongside the respective signature lines below.

[SIGNATURES ON FOLLOWING PAGE]

"DISTRICT" **CARSON ENHANCED INFRASTRUCTURE FINANCING DISTRICT**	**"COUNTY"** **COUNTY OF LOS ANGELES**
_____ David Roberts, Executive Director	_____ [COUNTY DESIGNEE]
Executed on: _____	Executed on: _____
ATTEST:	APPROVED AS TO FORM: DAWYN R. HARRISON County Counsel
_____ District Secretary	By_____ Deputy County Counsel

CITY OF CARSON

701 East Carson Street

Report to Honorable Mayor and City Council

Tuesday, September 15, 2026, 5:00 PM

CONSENT 25.

To: Honorable Mayor and City Council

From: Nathan Freeman, Director of Community and Economic Development CD Real Property Services

Subject: CONSIDER ADOPTION OF RESOLUTION NO. 26-099, A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2026-27 BUDGET IN THE GENERAL FUND AND SPECIAL REVENUE FUNDS FOR COMMUNITY & ECONOMIC DEVELOPMENT PROJECTS & VARIOUS PUBLIC WORKS CAPITAL IMPROVEMENT PROGRAM (CIP) PROJECTS (CITY COUNCIL)

I. SUMMARY

Staff requests City Council adoption of Resolution No. 26-099, amending the Fiscal Year 2026-27 budget to reallocate $4,000,000 in General Fund appropriations among Capital Improvement Program (CIP) projects and Community & Economic Development special projects, and to appropriate $5,699,000 from the Development Impact Fee (DIF) Fund (Fund 289) balance to support several Public Works CIP projects. The proposed budget amendments will have no net impact on the General Fund.

The reallocation allows the City to replace General Fund funding for the Mills Park Site Reconstruction Project (PW1636) and the Mills Park Recreation Center Building Renovation (PW1795) with DIF funding, while redirecting the previously appropriated General Fund resources to the Traffic Signal Upgrades Project (PW1657), the Figueroa/Main/223rd/Avalon Bike Lane and Median Modification Project (PW1452), and the East Carson Corridor Revitalization Project (PW 1852) for commercial facade improvement. DIF funding will then be appropriated to provide funding for PW1636 and PW1795, including increased funding for the Mills Park projects, as well as additional DIF funding for PW1657, PW1452, the Carriage Crest Park Expansion and Improvement Project (PW1368), and the Community Center Courtyard (West) & East Parking Lot Project (PW1726).

The proposed action does not reduce funding for the Mills Park projects. Rather, it provides an increased level of funding for those projects while replacing a portion of the General Fund with DIF funding. This allows the City to use a more appropriate funding source for eligible growth-related improvements and redirect General Fund resources to other identified City priorities. The $4,000,000 in General Fund resources being reallocated will not be transferred to the General Fund reserve.

II. RECOMMENDATION

TAKE the following actions:

1. WAIVE further reading and ADOPT Resolution No. 26-099, "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"; and,

2. AUTHORIZE the City Manager, or designee, to execute any documents necessary to implement the approved budget amendment; and,
3. AMEND the FY26-27 CIP Plan to reflect the updates to the project funding, including the addition of PW 1852 East Carson Corridor Revitalization Project.

III. ALTERNATIVES

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

IV. BACKGROUND

The City's Development Impact Fee (DIF) Program collects fees from new development to fund capital improvements needed to serve growth, including traffic, park, and recreation facility improvements. DIF revenues are held in Fund 289 and appropriated by the City Council to eligible capital projects as funding needs are identified.

DIF revenue can vary significantly from year to year depending on the economy and the timing of new development. Because DIF payments are generally received as development occurs, such as when building permits are issued, it is difficult to accurately predict when the City will receive these revenues or how much will be collected during the annual budget process.

Since the inception of the DIF Program in 2019, the City has received approximately $17 million in DIF revenue through June 29, 2026. On June 30, 2026, the City received a significant one-time payment of approximately $12.2 million in DIF fees associated with several hundred residential units within the Envision Carson mixed-use project. This substantial receipt provides an opportunity to reassess current Capital Improvement Program (CIP) funding needs and utilize available DIF revenues for eligible projects, thereby preserving General Fund resources for other City priorities.

In addition, DIF revenues are subject to statutory expenditure timing requirements. Prioritizing available DIF revenues for eligible projects will help ensure that these funds are expended within the applicable statutory time frames while allowing the City to preserve General Fund resources for other priorities.

Beginning in July 2026, the Public Works Department identified additional funding needs for several active CIP projects, including urgent funding needs for the Traffic Signal Upgrades project (PW1657) and the Carriage Crest Park Expansion and Improvement Project (PW1368). Following review, staff determined that these needs, along with funding needs for the Figueroa/Main/223rd/Avalon Bike Lane and Median Modification project (PW1452), the Mills Park Site Reconstruction Project (PW1636), the Mills Park Recreation Center Building Renovation (PW1795), the Community Center Courtyard (West) & East Parking Lot project (PW1726), and a new Community & Economic Development special projects allocation, could be addressed through a combination of:

1. Reallocating $4,000,000 in previously budgeted General Fund appropriations from the two Mills Park projects to other identified CIP and Community & Economic Development priorities, with the General Fund funding for the Mills Park projects replaced by DIF funding; and
2. Appropriating $5,699,000 from the DIF Fund balance to provide replacement and additional funding for the Mills Park projects and fund the remaining identified project needs.

The proposed funding strategy does not reduce the funding available for the Mills Park projects. Instead, the projects will receive increased funding through the use of DIF revenues. Staff determined that DIF is a more appropriate funding source for eligible growth-related improvements, allowing the City to preserve General Fund resources for other identified priorities without reducing the scope or funding of the Mills Park projects.

The $4,000,000 in General Fund appropriations being reallocated will be redirected to other identified CIP and Community & Economic Development priorities. These funds will not be transferred to or added to the General Fund reserve.

This funding strategy allows the City to utilize available DIF revenues for eligible growth-related capital improvements while preserving General Fund resources for other priorities. It also allows the City to provide additional funding for the Mills Park projects while reducing the need to use General Fund resources for eligible project costs. These improvements will support the city in accommodating new growth associated with the Envision Carson development.

Project descriptions are summarized below:

- **PW1657 – Traffic Signal Upgrades (M312.41 and M312.46):** Replacement and upgrade of existing traffic signal equipment at seven intersections along Figueroa Street and Main Street, including new signal poles, mast arms, signal heads, controller cabinets, conduit, and wiring. Additional improvements may include striping, signage, ADA curb ramp upgrades, and utility adjustments.
- **PW1368 – Carriage Crest Park Expansion and Improvement Project:** Refurbishment of the main building facility and development of an additional 10 acres leased from the Sanitation District, including expanded parking, a dog park, restroom facilities, a new playground, outdoor fitness equipment, athletic fields with security lighting, and basketball court upgrades.
- **PW1452 – Bike Lane Installation and Median Modifications on Figueroa Street, Main Street, 223rd Street, and Avalon Boulevard:** Design and construction of bike lanes and associated median modifications to accommodate bike lane buffer zones.
- **PW1636 – Mills Park Site Reconstruction Project:** Reconstruction and modernization of Mills Park, including new shade structures, a prefabricated restroom facility, a new monument sign, removal of the existing wading pool, and related accessibility and site improvements.
- **PW1795 – Mills Park Recreation Center Building Renovation:** Interior and exterior renovation of the recreation center building, including community rooms, classrooms, restrooms, office space, kitchen facilities, and replacement of building systems, including HVAC, electrical, plumbing, roofing, and ADA accessibility improvements. Improvements would make the facilities more efficient to accommodate new growth in the City.
- **PW1726 – Community Center Courtyard (West) & Community Center East Parking Lot:** Redesign of the West courtyard to accommodate private event rentals, including an amphitheater stage, shade sails, seating, lighting, sound, and fencing, and modification of the East parking lot to accommodate a mobile stage for citywide special events.
- **PW 1852 – East Carson Corridor Revitalization Project:** The project is a capital improvement that will provide a coordinated investment in the physical revitalization of the commercial corridor between Santa Fe Avenue and Harbor View Drive. Through the City's Façade Improvement Program, funds will support permanent improvements to building storefronts and façades, resulting in tangible enhancements to the built environment with a long-term useful life. The construction-related improvements may be implemented over multiple fiscal years, making CIP treatment more appropriate than ongoing maintenance and operations. Classifying these improvements as O&M would overstate the City's true ongoing operating and maintenance costs by including discrete, project-based capital expenditures. Although individual improvements may occur on privately owned commercial properties, the program is structured as a coordinated public improvement serving a defined corridor and advancing broader community objectives, including corridor revitalization, economic development, and neighborhood enhancement. Accordingly, the project is appropriately characterized as a capital improvement.

The project will be managed by the Community & Economic Development Department (CED), consistent with the City's practice of assigning CIP projects based on the type of improvement. While most CIP projects are managed by Public Works, the City's CIP also includes projects managed by other departments, including CED's Façade Improvement Program and IT's fiber optic infrastructure projects. The existing CIP also includes the Avalon Wall Project involving privately owned property, demonstrating that CIP projects may extend beyond traditional infrastructure on public lands.

V. FISCAL IMPACT

This action results in no net impact to the General Fund. General Fund appropriations totaling $4,000,000 are reallocated from the Mills Park Site Reconstruction Project (PW1636) and Mills Park Recreation Center Building Renovation (PW1795) to the Traffic Signal Upgrades project (PW1657), the Bike Lane and Median Modification project (PW1452), and the East Carson Corridor Revitalization (PW 1852).

The reallocation of these General Fund appropriations does not reduce funding for the Mills Park projects. The $4,000,000 in General Fund funding is replaced with DIF funding, and the Mills Park projects will receive increased overall funding under the proposed budget amendment.

The $4,000,000 in General Fund resources will be redirected to the identified CIP and other priorities and will not be transferred to the General Fund reserve.

This action decreases the DIF Fund (Fund 289) balance by $5,699,000 to fund the DIF appropriations described above.

VI. EXHIBITS

1. Resolution No. 26-099
2. Amended FY26/27 CIP

Attachments

Reso 26-099 Draft UPDATE v3.pdf

FY 26-27 CIP Working 2.pdf

RESOLUTION NO. 26-099

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, Enterprise Funds, and Capital Improvement Program (CIP) budget.

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

Section 1. The following amendment(s) will be made to the City's Fiscal Year 2026-27 budget.

Account	Description	Increase/(Decrease)
101-99-999-904-8008-PW1636	Improvements Other Than Bldg	($2,000,000.00)
101-99-999-904-8005-PW1795	Improvements Other Than Bldg	($2,000,000.00)
101-99-999-904-6004-PW1852	Professional Services	$500,000.00
101-99-999-904-8019-PW1452	Bus/Bike Lane & Related CIP	$2,303,000.00
101-99-999-904-8023-PW1657	CIP - Traffic Signal	$1,197,000.00
289-99-999-999-3601	DIF Fund Balance	($5,699,000.00)
289-99-999-904-8008-PW1368	Improvements Other Than Bldg	$870,000.00
289-99-999-904-8008-PW1636	Improvements Other Than Bldg	$2,000,000.00
289-99-999-904-8005-PW1795	Improvements Other Than Bldg	$2,000,000.00
289-99-999-904-8019-PW1452	Bus/Bike Lane & Related CIP	$500,000.00
289-99-999-904-8023-PW1657	CIP - Traffic Signal	$300,000.00
289-99-999-904-8008-PW1726	Improvements Other Than Bldg	$29,000.00

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 15, 2026, the same shall be in force and effect.

PASSED, APPROVED, and ADOPTED this 15th day of September, 2026.

APPROVED AS TO FROM:CITY OF CARSON:

_____ _____

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

ATTEST:

_____

Dr. Khaleah K. Bradshaw, City Clerk

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

I, Dr. Khaleah K. Bradshaw, City Clerk of the City of Carson, California, hereby attest to and certify that the foregoing resolution, being Resolution No. 26-099 adopted by the City of Carson City Council at its meeting held on September 15, 2026 by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMEBES:

ABSENT: COUNCIL MEMBERS:

_____

Dr. Khaleah K. Bradshaw, City Clerk

PROJ #	TYPE	PROJECT NAME	DESCRIPTION	Total Cost Estimate	Adopted FY26-27 Funding	FY26-27 Revised	FY 27-28 Funding Estimate	FY 28-29 Funding Estimate	FY 29-30 Funding Estimate	FY 30-31 Funding Estimate	Funding Source	S1 Funding
PW0675	Roadways	Sepulveda Blvd - Widening	The project involves widening and improvement of the roadway and bridge along Sepulveda Blvd to provide three lanes of traffic in both directions, construction of new sidewalk, relocation of existing electrical poles, and modification of existing traffic signal.	$ 25,000,000.00	$ -	$ -	$ -	$ -	$ -	$ -	COOP - Fund 284	284
PW0675	Roadways	Sepulveda Blvd - Widening	The project involves widening and improvement of the roadway and bridge along Sepulveda Blvd to provide three lanes of traffic in both directions, construction of new sidewalk, relocation of existing electrical poles, and modification of existing traffic signal.	$ -	$ 6,456,186.00	$ 6,456,186.00	$ 17,913,853.00	$ -	$ -	$ -	Measure M PS&E - Fund 283	283
PW0675	Roadways	Sepulveda Blvd - Widening	The project involves widening and improvement of the roadway and bridge along Sepulveda Blvd to provide three lanes of traffic in both directions, construction of new sidewalk, relocation of existing electrical poles, and modification of existing traffic signal.	$ -	$ -	$ -	$ -	$ -	$ -	$ -	General Fund	101
PW1368	Parks	Carriage Crest Park Expansion and Improvement Project	Refurbish main building facility and develop the additional 10 acres leased from Sanitation District. The project will include extending existing parking lot, adding new parking lot, Dog park, and remote restroom on South East end of property. New playground, outdoor fitness equipment area, new athletic ball fields with Security lights, upgrades to existing basketball courts, and general site improvements including walking/jogging loop (Prop 68-$13M) +($3.3M General Fund)	$ 25,372,546.58	$ -	$ -	$ -	$ -	$ -	$ -	OGALS	268
PW1368	Parks	Carriage Crest Park Expansion and Improvement Project	Refurbish main building facility and develop the additional 10 acres leased from Sanitation District. The project will include extending existing parking lot, adding new parking lot, Dog park, and remote restroom on South East end of property. New playground, outdoor fitness equipment area, new athletic ball fields with Security lights, upgrades to existing basketball courts, and general site improvements including walking/jogging loop (Prop 68-$13M) +($3.3M General Fund)	$ -	$ 3,000,000.00	$ 3,000,000.00	$ -	$ -	$ -	$ -	2024 Lease Revenue Bond	775
PW1368	Parks	Carriage Crest Park Expansion and Improvement Project	Refurbish main building facility and develop the additional 10 acres leased from Sanitation District. The project will include extending existing parking lot, adding new parking lot, Dog park, and remote restroom on South East end of property. New playground, outdoor fitness equipment area, new athletic ball fields with Security lights, upgrades to existing basketball courts, and general site improvements including walking/jogging loop (Prop 68-$13M) +($3.3M General Fund)	$ -	$ -	$ 870,000.00	$ -	$ -	$ -	$ -	DIF Park & Related Facilities (4942)	289
PW1393-5	Roadways	Avalon Boulevard - from Lomita Blvd to 223rd Street Roadway Reconstruction	Avalon Boulevard Reconstruction - from 223rd Street to Lomita Boulevard - Reconstruction and rehabilitation of existing roadway pavement to improve roadway conditions and ride quality, extend pavement life, and enhance traffic operations and public safety. The work primarily includes asphalt pavement reconstruction, grinding of deteriorated pavement surfaces, asphalt concrete overlay, localized full-depth pavement repairs, and replacement of failed pavement sections. Additional improvements may include adjustment of utility manholes and valve covers to grade, pavement striping and markings. (Combined Projects PW1620, 1393-5, and 1411-5)	$ 7,000,000.00	$ -	$ -	$ 7,000,000.00	$ -	$ -	$ -	General Fund	101
PW1396	Roadways	Dominguez Street Roadway Reconstruction	Dominguez Street from Wilmington to Alameda. The project includes asphalt pavement grind and overlay, local removal and replacement of roadway section. It also includes concrete reconstruction, tree removal and replacement, repair of damage sidewalk, driveway approaches, curbs and gutter, access ramps.	$ 3,120,000.00	$ -	$ -	$ 3,120,000.00	$ -	$ -	$ -	None	None
PW1411-5	Roadways	Avalon Boulevard - from Lomit Blvd to 223rd Street Concrete Replacement	Avalon Boulevard Reconstruction - from 223rd Street to Lomita Boulevard - Rremoval and replacement of deteriorated concrete improvements within the roadway area to restore structural integrity and improve public safety. The work includes demolition and reconstruction of damaged concrete pavement, curb and gutter, cross gutters, sidewalks, driveway approaches, and other miscellaneous concrete improvements. The project also includes removal and disposal of failed concrete sections, subgrade preparation, and placement of new concrete improvements. (Combined Projects PW1620, 1393-5, and 1411-5)	$ 791,314.00	$ -	$ -	$ 791,314.00	$ -	$ -	$ -	General Fund	101

PROJ #	TYPE	PROJECT NAME	DESCRIPTION	Total Cost Estimate	Adopted FY26-27 Funding	FY26-27 Revised	FY 27-28 Funding Estimate	FY 28-29 Funding Estimate	FY 29-30 Funding Estimate	FY 30-31 Funding Estimate	Funding Source	S1 Funding
PW1413-5	Roadways	Annual Slurry Seal & Crack Seal Program (Preventative Maintenance)	Annual preventative maintenace using a rubberized slurry seal on city streets -	$ 900,000.00	$ -	$ -	$ 900,000.00	$ -	$ -	$ -	None	None
PW1416	Parks	Calas Park & Fosia Park Roof Repair	Repair and replace roofing material at Calas (Complete) and Foisia Park	$ 666,078.00	$ 500,000.00	$ 500,000.00	$ -	$ -	$ -	$ -	Community Facilities District (CFD)	291
PW1451	Bikeways	Bike lane installation on Avalon Boulevard, Central Avenue, Del Amo Boulevard, 223rd Street, Main Street, Victoria Street, and Carson Street	Design and construction of bike lanes on Avalon Boulevard, Central Avenue, Del Amo Boulevard, 223rd Street, Main Street, Victoria Street, and Carson Street	$ -	$ -	$ -	$ -	$ -	$ -	$ -	Metro Measure M Grant	282
PW1451	Bikeways	Bike lane installation on Avalon Boulevard, Central Avenue, Del Amo Boulevard, 223rd Street, Main Street, Victoria Street, and Carson Street	Design and construction of bike lanes on Avalon Boulevard, Central Avenue, Del Amo Boulevard, 223rd Street, Main Street, Victoria Street, and Carson Street	$ 4,264,525.00	$ -	$ -	$ 1,567,800.00	$ -	$ -	$ -	HSIP	282
PW1451	Bikeways	Bike lane installation on Avalon Boulevard, Central Avenue, Del Amo Boulevard, 223rd Street, Main Street, Victoria Street, and Carson Street	Design and construction of bike lanes on Avalon Boulevard, Central Avenue, Del Amo Boulevard, 223rd Street, Main Street, Victoria Street, and Carson Street	$ -	$ -	$ -	$ -	$ -	$ -	$ -	DIF Transportation (4945)	289
PW1451	Bikeways	Bike lane installation on Avalon Boulevard, Central Avenue, Del Amo Boulevard, 223rd Street, Main Street, Victoria Street, and Carson Street	Design and construction of bike lanes on Avalon Boulevard, Central Avenue, Del Amo Boulevard, 223rd Street, Main Street, Victoria Street, and Carson Street	$ -	$ -	$ -	$ 2,696,725.00	$ -	$ -	$ -	General Fund	101
PW1452	Bikeways	Bike lane installation and median modifications on Figueroa Street, Main Street, 223rd Street, and Avalon Boulevard.	Design and construction of bike lanes on Figueroa Street, Main Street, 223rd Street, and Avalon Boulevard including median modification to accommodate bike lane buffer zone	$ 20,321,562.00	$ 8,727,481.00	$ 8,727,481.00	$ 8,727,481.00	$ -	$ -	$ -	Metro Measure M Grant	282

PROJ #	TYPE	PROJECT NAME	DESCRIPTION	Total Cost Estimate	Adopted FY26-27 Funding	FY26-27 Revised	FY 27-28 Funding Estimate	FY 28-29 Funding Estimate	FY 29-30 Funding Estimate	FY 30-31 Funding Estimate	Funding Source	S1 Funding
PW1452	Bikeways	Bike lane installation and median modifications on Figueroa Street, Main Street, 223rd Street, and Avalon Boulevard.	Design and construction of bike lanes on Figueroa Street, Main Street, 223rd Street, and Avalon Boulevard including median modification to accommodate bike lane buffer zone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	HSIP	282
PW1452	Bikeways	Bike lane installation and median modifications on Figueroa Street, Main Street, 223rd Street, and Avalon Boulevard.	Design and construction of bike lanes on Figueroa Street, Main Street, 223rd Street, and Avalon Boulevard including median modification to accommodate bike lane buffer zone	$ -	$ -	$ 500,000.00	$ -	$ -	$ -	$ -	DIF Transportation (4945)	289
PW1452	Bikeways	Bike lane installation and median modifications on Figueroa Street, Main Street, 223rd Street, and Avalon Boulevard.	Design and construction of bike lanes on Figueroa Street, Main Street, 223rd Street, and Avalon Boulevard including median modification to accommodate bike lane buffer zone	$ -	$ -	$ 2,303,000.00	$ 2,866,600.00	$ -	$ -	$ -	General Fund	101
PW1484	Parks	Dugout Cover Installation at 9 Parks	Repair and or replace dugout roof material (Calas, Del Amo, Dolphin, Dominguez, Hemingway, Stevenson, Veterans)	$ 375,000.00	$ -	$ -	$ 375,000.00	$ -	$ -	$ -	General Fund	101
PW1490	Bikeways	Dominguez Channel Bike Path I	Bike path installation along Dominguez Channel from Main St to Avalon Blvd. Its construction also includes the bridge over the ravine to continue the alignment to Avalon Boulevard	$ 12,557,174.00	$ 500,000.00	$ 500,000.00	$ 242,518.00	$ -	$ -	$ -	MTA Grant	287
PW1490	Bikeways	Dominguez Channel Bike Path I	Bike path installation along Dominguez Channel from Main St to Avalon Blvd. Its construction also includes the bridge over the ravine to continue the alignment to Avalon Boulevard	$ -	$ -	$ -	$ -	$ -	$ -	$ -	General Fund	6004
PW1490	Bikeways	Dominguez Channel Bike Path I	Bike path installation along Dominguez Channel from Main St to Avalon Blvd. Its construction also includes the bridge over the ravine to continue the alignment to Avalon Boulevard	$ -	$ -	$ -	$ 11,800,000.00	$ -	$ -	$ -	None	None
PW1515	Stormwater	Carson Stormwater Capture Facility at Carriage Crest Park	Compliance Project - Stormwater chambers under baseball field to divert stormwater into LA County Sanitation District's Regional & Water Pollution Control Plant	$ 22,110,713.36	$ -	$ -	$ -	$ -	$ -	$ -	Measure W	295
PW1534	Bikeways	Active Transporation Program - Santa Fe Bike Lane	Design and construction 1.5 mile bike lane along Santa Fe Ave between Del Amo Bl and Warnock Wy. Upgrade of curb ramps citywide.	$ 3,601,000.00	$ 1,500,000.00	$ 1,500,000.00	$ 1,951,000.00	$ -	$ -	$ -	Caltrans	220
PW1534	Bikeways	Active Transporation Program - Santa Fe Bike Lane	Design and construction 1.5 mile bike lane along Santa Fe Ave between Del Amo Bl and Warnock Wy. Upgrade of curb ramps citywide.	$ -	$ -	$ -	$ -	$ -		$ -	General Fund	101
PW1600	Bikeways	Dominguez Channel Bike Path II	Bike path installation along Dominguez Channel from Avalon to Carson St	$ 5,423,682.00	$ 500,000.00	$ 500,000.00	$ 497,564.00	$ -	$ -	$ -	MTA Grant	287
PW1600	Bikeways	Dominguez Channel Bike Path II	Bike path installation along Dominguez Channel from Avalon to Carson St	$ -	$ -	$ -	$ -	$ -	$ -	$ -	TDA Article 3	217
PW1600	Bikeways	Dominguez Channel Bike Path II	Bike path installation along Dominguez Channel from Avalon to Carson St	$ -	$ -	$ -	$ 4,430,514.00	$ -	$ -	$ -	None	None

PROJ #	TYPE	PROJECT NAME	DESCRIPTION	Total Cost Estimate	Adopted FY26-27 Funding	FY26-27 Revised	FY 27-28 Funding Estimate	FY 28-29 Funding Estimate	FY 29-30 Funding Estimate	FY 30-31 Funding Estimate	Funding Source	S1 Funding
PW1608	Roadways	Martin Luther King Jr. Street Rehabilitation Project	Reconstruction of Martin Luther King Street. The project includes removal and replacement of existing native soil and aggregate base to reconstruct roadway section per current City Standard.	$ 6,200,000.00	$ -	$ 6,200,000.00	$ -	$ -	$ -	$ -	RMRA (SB1) - Fund 288	288
PW1610	Parks	Foisia Park Design and Construction	Design - Various upgrades to park facility. Competitive Grant and the award of funding will be available withing the next 3-4 months. Prop 68 1	$ 12,800,000.00	$ -	$ -	$ -	$ -	$ -	$ -	OGALS	268
PW1610	Parks	Foisia Park Design and Construction	Design - Various upgrades to park facility. Competitive Grant and the award of funding will be available withing the next 3-4 months. Prop 68 1	$ -	$ -	$ -	$ -	$ -	$ -	$ -	2024 Lease Revenue Bond	775
PW1610	Parks	Foisia Park Design and Construction	Design - Various upgrades to park facility. Competitive Grant and the award of funding will be available withing the next 3-4 months. Prop 68 1	$ -	$ -	$ -	$ -	$ -	$ -	$ -	DIF Park & Related Facilities (4942)	289
PW1610	Parks	Foisia Park Design and Construction	Design - Various upgrades to park facility. Competitive Grant and the award of funding will be available withing the next 3-4 months. Prop 68 1	$ -	$ -	$ -	$ -	$ -	$ -	$ -	General Fund	101
PW1612	Traffic	Traffic Signal Installation-Broadway and Griffith	Traffic signal installation at Broadway and Griffith	$ 800,000.00	$ -	$ -	$ -	$ -	$ -	$ -	DIF Traffic (4941)	289
PW1612	Traffic	Traffic Signal Installation-Broadway and Griffith	Traffic signal installation at Broadway and Griffith	$ -	$ -	$ -	$ 800,000.00	$ -	$ -	$ -	None	None
PW1613	Traffic	Traffic Signal Installation - Main St at Lenardo Dr	Traffic signal installation at intersection - Main St and Lenardo Dr	$ 400,000.00	$ -	$ -	$ -	$ -	$ -	$ -	Measure MR-MM Bonds	256
PW1615	Traffic	Traffic Signal Installation - Lenardo Dr at Stamps Dr	Traffic signal installation at intersection - Lenardo Dr and Stamps Dr	$ 600,000.00	$ -	$ -	$ -	$ -	$ -	$ -	Measure MR-MM Bonds	256
PW1616	Traffic	Traffic Signal Installation-3 Driveways - Lenardo Dr at FOLA Driveways	Traffic signal installation at intersection - Lenardo Dr and FOLA Driveways	$ 1,500,000.00	$ -	$ -	$ -	$ -	$ -	$ -	Measure MR-MM Bonds	256
PW1617	Roadways	Lenardo Drive	Construction of new roadway to serve the 157 acre site development	$ -	$ 24,181,173.00	$ 24,181,173.00				$ -	2024 Lease Revenue Bond	775
PW1617	Roadways	Lenardo Drive	Construction of new roadway to serve the 157 acre site development	$ 49,750,000.00	$ 15,367.00	$ 15,367.00	$ -	$ -	$ -	$ -	Measure MR-MM Bonds	254
PW1617	Roadways	Lenardo Drive	Construction of new roadway to serve the 157 acre site development	$ -	$ 1,174,122.00	$ 1,174,122.00	$ -			$ -	Measure MR-MM Bonds	254
PW1617	Roadways	Lenardo Drive	Construction of new roadway to serve the 157 acre site development	$ -	$ 7,944,581.00	$ 7,944,581.00	$ -	$ -	$ -	$ -	Measure MR-MM Bonds	281
PW1617	Roadways	Lenardo Drive	Construction of new roadway to serve the 157 acre site development	$ -	$ 1,250,000.00	$ 1,250,000.00				$ -	Measure MR-MM Bonds	281
PW1617	Roadways	Lenardo Drive	Construction of new roadway to serve the 157 acre site development	$ -	$ 750,000.00	$ 750,000.00				$ -	Development Impact Fee	289

PROJ #	TYPE	PROJECT NAME	DESCRIPTION	Total Cost Estimate	Adopted FY26-27 Funding	FY26-27 Revised	FY 27-28 Funding Estimate	FY 28-29 Funding Estimate	FY 29-30 Funding Estimate	FY 30-31 Funding Estimate	Funding Source	S1 Funding
PW1617	Roadways	Lenardo Drive	Construction of new roadway to serve the 157 acre site development	$ -	$ 18,000.00	$ 18,000.00				$ -	2024 Lease Revenue Bond	775
PW1617	Roadways	Lenardo Drive	Construction of new roadway to serve the 157 acre site development	$ -	$ 14,000,000.00	$ 14,000,000.00					General Fund	101
PW1620	Roadways	Lomita Blvd-Street Improvement - Figueroa to Avalon	Lomita Blvd - The project includes pavement rehabilitation, tree removal and replacement, and concrete reconstruction. (Combine PW1620, 1393-5, 1411-5)	$ 5,000,000.00	$ -	$ -	$ 5,000,000.00	$ -	$ -	$ -	None	None
PW1630	Parks	Anderson Park Electrical Panel-Design and Construction	Replace and upgrade main electrical switch gear and lighting control panel. (Combined PW1630 & PW1671)	$ 75,000.00	$ -	$ -	$ -	$ -	$ -	$ -	Park Development (Quimby) - Fund 216	216
PW1632	Buildings	Community Center Coiling Wall & Seismic Analysis	Repair coiling wall at Community Center Main Hall - Seismic Analysis	$ 1,484,000.00	$ -	$ -	$ -	$ -	$ -	$ -	General Fund	101
PW1636	Parks	Mills Park Site Reconstruction Project	Install new shade structure over picnic shelters and outdoor exercise equipment, Construct Unisex restrooms (pre-fabrication) for public use, monument sign, wading pool demo - Per Capita Grant	$ 3,483,335.00	$ -	$ -	$ -	$ -	$ -	$ -	OGALS	268
PW1636	Parks	Mills Park Site Reconstruction Project	Reconstruction and modernization of Mills Park to enhance recreational amenities, accessibility, and public use. Improvements include installation of new shade structures over picnic shelters and outdoor exercise equipment areas, construction of prefabricated unisex restroom facilities for public use, installation of a new monument sign, demolition and removal of the existing wading pool, and related site improvements. Additional work may include concrete improvements, accessibility upgrades, landscaping, irrigation, utility connections, and other appurtenant work necessary to complete the project.	$ -	$ -	$ -	$ -	$ -	$ -	$ -	County Park Open Space/ Measure A	222
PW1636	Parks	Mills Park Site Reconstruction Project	Reconstruction and modernization of Mills Park to enhance recreational amenities, accessibility, and public use. Improvements include installation of new shade structures over picnic shelters and outdoor exercise equipment areas, construction of prefabricated unisex restroom facilities for public use, installation of a new monument sign, demolition and removal of the existing wading pool, and related site improvements. Additional work may include concrete improvements, accessibility upgrades, landscaping, irrigation, utility connections, and other appurtenant work necessary to complete the project.	$ -	$ -	$ 3,000,000.00	$ -	$ -	$ -	$ -	DIF Park & Related Facilities (4942)	289
PW1636	Parks	Mills Park Site Reconstruction Project	Reconstruction and modernization of Mills Park to enhance recreational amenities, accessibility, and public use. Improvements include installation of new shade structures over picnic shelters and outdoor exercise equipment areas, construction of prefabricated unisex restroom facilities for public use, installation of a new monument sign, demolition and removal of the existing wading pool, and related site improvements. Additional work may include concrete improvements, accessibility upgrades, landscaping, irrigation, utility connections, and other appurtenant work necessary to complete the project.	$ -	$ -	$ -	$ -	$ -	$ -	$ -	Park Development (Quimby) - Fund 216	216
PW1636	Parks	Mills Park Site Reconstruction Project	Reconstruction and modernization of Mills Park to enhance recreational amenities, accessibility, and public use. Improvements include installation of new shade structures over picnic shelters and outdoor exercise equipment areas, construction of prefabricated unisex restroom facilities for public use, installation of a new monument sign, demolition and removal of the existing wading pool, and related site improvements. Additional work may include concrete improvements, accessibility upgrades, landscaping, irrigation, utility connections, and other appurtenant work necessary to complete the project.		$ 2,000,000.00	$ -				$ -	General Fund	101

PROJ #	TYPE	PROJECT NAME	DESCRIPTION	Total Cost Estimate	Adopted FY26-27 Funding	FY26-27 Revised	FY 27-28 Funding Estimate	FY 28-29 Funding Estimate	FY 29-30 Funding Estimate	FY 30-31 Funding Estimate	Funding Source	S1 Funding
PW1639	Parks	Veterans Park Office & Meeting Room & Kitchen Refurbishment	Replace counters, counter tops, cabinets and plumbing fixtures, flooring in Activity rooms and office and remodel Kitchen with new floor/cabinets/appliances	$ 500,000.00	$ -	$ -	$ 500,000.00	$ -	$ -	$ -	None	None
PW1640	Parks	Replace Park Rubberized Play Surface and Playground Structures- Phase 2	Replace the entire rubberized play surface and play structures at Parks and Mini Parks	$ 12,000,000.00	$ -	$ -	$ 12,000,000.00	$ -	$ -	$ -	General Fund	101
PW1647	Traffic	I-110 Freeway Arterial Improvements - Figueroa St at Del Amo Blvd, Figueroa St at I-110 NB Ramps, Figueroa St at I-110 SB Ramps, Main St at I-405 SB On Ramp, Main St at I-405 SB Off Ramp, and Hamilton Ave at Del Amo Blvd	Traffic signal system improvement on the arterial roadways along the east and west side of the i-110 corridor at 6 Intersections - Figueroa St at Del Amo Blvd, Figueroa St at I-110 NB Ramps, Figueroa St at I-110 SB Ramps, Main St at I-405 SB On Ramp, Main St at I-405 SB Off Ramp, and Hamilton Ave at Del Amo Blvd Pending MTA's approval for scope change and time extension	$ 6,000,000.00	$ -	$ -	$ 3,499,181.00	$ -	$ -	$ -	None	None
PW1647	Traffic	I-110 Freeway Arterial Improvements - Figueroa St at Del Amo Blvd, Figueroa St at I-110 NB Ramps, Figueroa St at I-110 SB Ramps, Main St at I-405 SB On Ramp, Main St at I-405 SB Off Ramp, and Hamilton Ave at Del Amo Blvd	Traffic signal system improvement on the arterial roadways along the east and west side of the i-110 corridor at 6 Intersections - Figueroa St at Del Amo Blvd, Figueroa St at I-110 NB Ramps, Figueroa St at I-110 SB Ramps, Main St at I-405 SB On Ramp, Main St at I-405 SB Off Ramp, and Hamilton Ave at Del Amo Blvd Pending MTA's approval for scope change and time extension	$ -	$ 740,819.00	$ 740,819.00	$ -	$ -	$ -	$ -	DIF Transportation (4945)	289
PW1647	Traffic	I-110 Freeway Arterial Improvements - Figueroa St at Del Amo Blvd, Figueroa St at I-110 NB Ramps, Figueroa St at I-110 SB Ramps, Main St at I-405 SB On Ramp, Main St at I-405 SB Off Ramp, and Hamilton Ave at Del Amo Blvd	Traffic signal system improvement on the arterial roadways along the east and west side of the i-110 corridor at 6 Intersections - Figueroa St at Del Amo Blvd, Figueroa St at I-110 NB Ramps, Figueroa St at I-110 SB Ramps, Main St at I-405 SB On Ramp, Main St at I-405 SB Off Ramp, and Hamilton Ave at Del Amo Blvd Pending MTA's approval for scope change and time extension	$ -	$ 1,704,583.00	$ 1,704,583.00	$ -	$ -	$ -	$ -	Metro Grant	287
PW1648	Parks	Athletic Field and walking path replacement Lighting -LED	Upgrade athletic field lights to central control lighting system and convert the existing lights to LED - All Parks	$ -	$ -	$ -	$ -	$ -	$ -	$ -	Load Shed - Fund 246	246

PROJ #	TYPE	PROJECT NAME	DESCRIPTION	Total Cost Estimate	Adopted FY26-27 Funding	FY26-27 Revised	FY 27-28 Funding Estimate	FY 28-29 Funding Estimate	FY 29-30 Funding Estimate	FY 30-31 Funding Estimate	Funding Source	S1 Funding
PW1648	Parks	Athletic Field and walking path replacement Lighting -LED	Upgrade athletic field lights to central control lighting system and convert the existing lights to LED - All Parks	$ 1,226,494.30	$ -	$ -	$ -	$ -	$ -	$ -	Park Development (Quimby) - Fund 216	216
PW1648	Parks	Athletic Field and walking path replacement Lighting -LED	Upgrade athletic field lights to central control lighting system and convert the existing lights to LED - All Parks	$ 1,707,457.00	$ 1,513,102.00	$ 1,513,102.00		$ -	$ -	$ -	DIF Park & Related Facilities (4942)	289
PW1648	Parks	Athletic Field and walking path replacement Lighting -LED	Upgrade athletic field lights to central control lighting system and convert the existing lights to LED - All Parks	$ 454,000.00	$ -	$ -	$ -	$ -	$ -	$ -	DIF Utilities & Sustainability (4946)	289
PW1648	Parks	Athletic Field and walking path replacement Lighting -LED	Upgrade athletic field lights to central control lighting system and convert the existing lights to LED - All Parks	$ -	$ -	$ -	$ 2,400,000.00	$ -	$ -	$ -	None	none
PW1649	Traffic	Traffic Signal Intersection Upgrades - Avalon Blvd at Victoria, Main St at Sepulveda, Main St at 223rd St, and Figueroa St at Torrance Blvd	Traffic Signal Upgrades at 4 Intersections - Avalon Blvd at Victoria, Main St at Sepulveda, Main St and 223rd St, Figueroa St at Torrance Blvd)	$ 3,529,123.00	$ 1,522,350.00	$ 1,522,350.00	$ -	$ -	$ -	$ -	HSIP	220
PW1649	Traffic	Traffic Signal Intersection Upgrades - Avalon Blvd at Victoria, Main St at Sepulveda, Main St at 223rd St, and Figueroa St at Torrance Blvd	Traffic Signal Upgrades at 4 Intersections - Avalon Blvd at Victoria, Main St at Sepulveda, Main St and 223rd St, Figueroa St at Torrance Blvd)	$ -	$ 1,058,233.00	$ 1,058,233.00	$ -	$ -	$ -	$ -	DIF Traffic (4941)	289
PW1649	Traffic	Traffic Signal Intersection Upgrades - Avalon Blvd at Victoria, Main St at Sepulveda, Main St at 223rd St, and Figueroa St at Torrance Blvd	Traffic Signal Upgrades at 4 Intersections - Avalon Blvd at Victoria, Main St at Sepulveda, Main St and 223rd St, Figueroa St at Torrance Blvd)	$ -	$ 750,000.00	$ 750,000.00	$ -	$ -	$ -	$ -	DIF MBK	289
PW1657	Traffic	Traffic Signal Upgrades (M312.41 and M312.46) - Figueroa St at 234th St, Figueroa St at 223rd St, Figueroa St at Victoria St/190th St, Main St at 220th St, Main St at Albertoni St, and Main St at Victoria St	The work includes replacement and upgrade of existing traffic signal equipment, installation of new traffic signal poles, mast arms, signal heads, traffic signal controller cabinets, conduit and wiring. Additional improvements may include pavement striping and markings, signage, curb ramp upgrades for ADA compliance, utility adjustments, and related civil and electrical work. The project is intended to improve traffic operations, enhance pedestrian safety and accessibility, modernize aging infrastructure, and increase the overall reliability and efficiency of the traffic signal system.	$ 5,661,686.00	$ 4,323,500.00	$ 4,323,500.00	$ -	$ -	$ -	$ -	Measure R Grant	259

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PW1657	Traffic	Traffic Signal Upgrades (M312.41 and M312.46) - Figueroa St at 234th St, Figueroa St at 223rd St, Figueroa St at Victoria St/190th St, Main St at 220th St, Main St at Albertoni St, and Main St at Victoria St	The work includes replacement and upgrade of existing traffic signal equipment, installation of new traffic signal poles, mast arms, signal heads, traffic signal controller cabinets, conduit and wiring. Additional improvements may include pavement striping and markings, signage, curb ramp upgrades for ADA compliance, utility adjustments, and related civil and electrical work. The project is intended to improve traffic operations, enhance pedestrian safety and accessibility, modernize aging infrastructure, and increase the overall reliability and efficiency of the traffic signal system.	$ -	$ -	$ 1,197,000.00	$ 1,208,686.00	$ -	$ -	$ -	General Fund	101
PW1657	Traffic	Traffic Signal Upgrades (M312.41 and M312.46) - Figueroa St at 234th St, Figueroa St at 223rd St, Figueroa St at Victoria St/190th St, Main St at 220th St, Main St at Albertoni St, and Main St at Victoria St	The work includes replacement and upgrade of existing traffic signal equipment, installation of new traffic signal poles, mast arms, signal heads, traffic signal controller cabinets, conduit and wiring. Additional improvements may include pavement striping and markings, signage, curb ramp upgrades for ADA compliance, utility adjustments, and related civil and electrical work. The project is intended to improve traffic operations, enhance pedestrian safety and accessibility, modernize aging infrastructure, and increase the overall reliability and efficiency of the traffic signal system.	$ -	$ -	$ 300,000.00					DIF Traffic (4941)	289
PW1667	Traffic	Upgrade existing traffic signal - Avalon Bl at Gardena Bl	Traffic Signal Upgrade to include addition of left turn phase on north and south bound direction of Avalon Blvd.	$ 1,000,000.00	$ 967,501.25	$ 967,501.25	$ -	$ -	$ -	$ -	Metro Measure M Grant	282
PW1671	Parks	Dolphin Park Electrical Panel Upgrade - design and Construction	Replace and upgrade electrical panels and lighting control for field lights. (Combined PW1671 & PW1630 & 1648)	$ 100,000.00	$ -	$ -	$ -	$ -	$ -	$ -	none	none
PW1673	Parks	Pool Slides Replacement at Dominguez Park and Hemingway Park	Replace and install new pool slides for Dominguez Pool and Hemingway Pool	$ 900,000.00	$ -	$ -	$ -	$ -	$ 450,000.00	$ -	None	None
PW1674	Safety	Security Cameras	Install tamper proof security cameras at parks. Work on broadband requirements. (Johnson Contols)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	Park Development (Quimby) - Fund 216	216
PW1674	Safety	Security Cameras	Install tamper proof security cameras at parks. Work on broadband requirements. (Johnson Contols)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	2024 Lease Revenue Bond	775
PW1674	Safety	Security Cameras	Install tamper proof security cameras at parks. Work on broadband requirements. (Johnson Contols)	$ 7,351,975.08	$ -	$ -	$ -	$ -	$ -	$ -	General Fund	101

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PW1676	Stormwater	City of Carson Stormwater Green Street Engineering, Design & Implementation (Gardena & Main Street & Avalon)	Compliance to the RWQCB stormwater - Includes engineered systems, permeable pavements & nature-based systems. The goal is to comply with regulations.	$ 3,000,000.00	$ 2,500,000.00	$ 2,500,000.00	$ -	$ -	$ -	$ -	Measure W	295
PW1682	Stormwater	Stormwater Master and Implementation Plan	Create a comprehensive Stormwater Implementation Plan to inform strategic stormwater capital planning, maintenance, operations, and program management in the City. The plan must consolidate municipal stormwater quality compliance; targeted drainage and flood improvements; operations, maintenance, and non-structural program management; and financial strategy (government grants, regional programs and partnerships, City funds if required, General Fund and Safe, Clean Water Program) into one guiding program.	$ 1,364,143.00	$ -	$ -	$ -	$ -	$ -	$ -	Measure W	295
PW1687	Traffic	Carson Street Intelligent Transportation System (ITS) Project	Installation of new fiber cables, the installation of 100' conduit gap across Main Street, CCTV cameras, hardware, software, and other elements that improve traffic flow on Carson Street from the 405 Fwy to Figueroa	$ 1,297,012.00	$ 883,912.00	$ 883,912.00	$ -	$ -	$ -	$ -	Measure M Grant	287
PW1687	Traffic	Carson Street Intelligent Transportation System (ITS) Project	Installation of new fiber cables, the installation of 100' conduit gap across Main Street, CCTV cameras, hardware, software, and other elements that improve traffic flow on Carson Street from the 405 Fwy to Figueroa	$ -	$ 4,793.72	$ 4,793.72	$ -	$ -	$ -	$ -	Proposition C	219
PW1688	Traffic	Traffic Signal Synchronization Project (TSSP) - Avalon Bl from 126th St to Sepulveda Bl	Traffic signal synchronization at intersection (Total of 21 TSSP) along Avalon Bl from 126th St to Sepulveda Bl	$ 1,000,000.00	$ -	$ -	$ 1,000,000.00	$ -	$ -	$ -	Metro Grant	None
PW1688	Traffic	Traffic Signal Synchronization Project (TSSP) - Avalon Bl from 126th St to Sepulveda Bl	Traffic signal synchronization at intersection (Total of 21 TSSP) along Avalon Bl from 126th St to Sepulveda Bl	$ -	$ -	$ 492,800.00	$ -	$ -	$ -	$ -	Proposition C	219
PW1691	Roadways	Avalon Street Rehabilitation	Avalon Blvd. Street Rehabilitation from Carson St. to 223rd Street. The project includes asphalt pavement grind and overlay, local removal and replacement of roadway section. It also includes concrete reconstruction, tree removal and replacement, repair of damage sidewalk, driveway approaches, curbs and gutter, access ramps.	$ 4,500,000.00	$ -	$ -	$ 4,500,000.00	$ -	$ -	$ -	None	None
PW1692	Stormwater	Carson Stormwater & Runoff Project (O&M Carriage Crest Park)	`	$ 1,037,500.00	$ 373,234.39	$ 373,234.39	$ 207,500.00	$ -	$ -	$ -	Safe Clean Water	295
PW1692	Stormwater	Carson Stormwater & Runoff Project (O&M Carriage Crest Park)	Operation & Maintenance of stormwater capture facility at Carriage Crest Park. Safe clean water program requirements	$ 1,037,500.00	$ -	$ -	$ 207,500.00	$ 207,500.00	$ -	$ -	General Fund	101

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PW1698	Roadways	City Utilities Master Plan	1. Sewer & Storm Drain Line Evaluation throughout the City to determine capacity for future delvelopment. 2. Update reclaimed water pipeline network throughout the City. Working with WBMWD's engineering division	$ 325,000.00	$ -	$ -	$ 325,000.00	$ -	$ -	$ -	DIF Administraion (4940)	289
PW1699	Buildings	Community Center Upgrades - Dominguez Halls and Kitchen	Upgrades to facility kitchen and halls (Dominguez Halls) at community center (Later to avoid construction conflicts w/ coiling wall)	$ 1,870,000.00	$ -	$ -	$ 1,870,000.00	$ -	$ -	$ -	None	None
PW1702	Roadways	Lomita Boulevard Safety Improvements - Wilmington to Alameda	Street reconstruction of Lomita Blvd (Carson side)	$ 6,240,379.00	$ 2,000,000.00	$ 2,000,000.00	$ -	$ -	$ -	$ -	Cal Trans	227
PW1702	Roadways	Lomita Boulevard Safety Improvements - Wilmington to Alameda	Street reconstruction of Lomita Blvd (Carson side)	$ -	$ -	$ -	$ 4,240,379.00	$ -	$ -	$ -	None	None
PW1706	Parks	Stevenson Park Bungalow Removal	Removal of bungalow "North End" (Combine PW1706 & PW1707)	$ -	$ -	$ -	$ 500,000.00	$ -	$ -	$ -	General Fund	101
PW1707	Parks	Stevenson Park	Installation of New Picnic Shelters (Combine PW1707 & PW1706)	$ 2,500,000.00	$ -	$ -	$ 2,000,000.00	$ -	$ -	$ -	None	None
PW1710	Roadways	Walnut St rehabilitation (Avalon to Central)	Walnut St rehabilitation from Avalon to Central. The project includes asphalt pavement grind and overlay, local removal and replacement of roadway section. It also includes concrete reconstruction, tree removal and replacement, repair of damage sidewalk, driveway approaches, curbs and gutter, access ramps.	$ 3,900,000.00	$ -	$ -	$ 3,900,000.00	$ -	$ -	$ -	None	None
PW1712	Buildings	Civic Buildng Mechanical Upgrade	Replacement of the heat exchanger at City Hall	$ 500,000.00	$ -	$ -	$ 500,000.00	$ -	$ -	$ -	General Fund	101
PW1720	Buildings	City Hall & Community Center Elevators	Full modification of City Hall & Community Center Elevator	$ 1,500,000.00	$ -	$ -	$ -	$ -	$ -	$ -	None	None
PW1723	Buildings	International Scuplture Garden	City Council request, the existing statue of Jose Rizal is the first of potentially several historical leaders to be memorialized in the international sculpture garden. Staff recommendation is to congregate all sculptures in an accessible area adjacent to the Community Center and outside of the footprint of the proposed Teen/Innovation Center.	$ 200,000.00	$ -	$ -	$ -	$ -	$ -	$ 200,000.00	None	None
PW1726	Buildings	Community Center Courtyard (West) & Community Center East Parking Lot	Redesign/Upgrade Courtyard area. Outdoor entertainment - Although used occasionally by the public, the West courtyard and garden area of the Community Center it is not optimized for reservations in private events. The project proposes redesigning to include a raised Amphitheatre stage, large shade sales , open grass and concrete seating areas , and enclosed fenced perimeter to accommodate private rentals. Additional lighting , sound , and landscape amenities will also be included. Redesign Parking lot island in front of East entrance - With the addition of a mobile stage for large scale citywide special events come on the east parking lot of the Community Center is in need of modification to allow for easy set up and orientation of the stage to accommodate better visibility and access by the community. Parking lot adjustments will include the full or partial elimination of a single parking lot planter and associated landscape adjustments. The resulting design will allow for the stage to be erected at the east entrance of the Community Center with the stage facing toward the east.	$ 10,000,000.00	$ 161,000.00	$ 161,000.00	$ -	$ -	$ -	$ -	2024 Lease Revenue Bond	775

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PW1726	Buildings	Community Center Courtyard (West) & Community Center East Parking Lot	Redesign/Upgrade Courtyard area. Outdoor entertainment - Although used occasionally by the public, the West courtyard and garden area of the Community Center it is not optimized for reservations in private events. The project proposes redesigning to include a raised Amphitheatre stage, large shade sales , open grass and concrete seating areas , and enclosed fenced perimeter to accommodate private rentals. Additional lighting , sound , and landscape amenities will also be included. Redesign Parking lot island in front of East entrance - With the addition of a mobile stage for large scale citywide special events come on the east parking lot of the Community Center is in need of modification to allow for easy set up and orientation of the stage to accommodate better visibility and access by the community. Parking lot adjustments will include the full or partial elimination of a single parking lot planter and associated landscape adjustments. The resulting design will allow for the stage to be erected at the east entrance of the Community Center with the stage facing toward the east.	$ -	$ -	$ 29,000.00	$ -	$ -	$ -	$ -	DIF Park & Related Facilities (4942)	289
PW1726	Buildings	Community Center Courtyard (West) & Community Center East Parking Lot	Redesign/Upgrade Courtyard area. Outdoor entertainment - Although used occasionally by the public, the West courtyard and garden area of the Community Center it is not optimized for reservations in private events. The project proposes redesigning to include a raised Amphitheatre stage, large shade sales , open grass and concrete seating areas , and enclosed fenced perimeter to accommodate private rentals. Additional lighting , sound , and landscape amenities will also be included. Redesign Parking lot island in front of East entrance - With the addition of a mobile stage for large scale citywide special events come on the east parking lot of the Community Center is in need of modification to allow for easy set up and orientation of the stage to accommodate better visibility and access by the community. Parking lot adjustments will include the full or partial elimination of a single parking lot planter and associated landscape adjustments. The resulting design will allow for the stage to be erected at the east entrance of the Community Center with the stage facing toward the east.	$ -	$ -	$ -	$ -	$ -	$ -	$ -	Park Development (Quimby) - Fund 216	216
PW1732	Parks	Solar @ Vets Park	Microgrid-Solar panels and Battery Storage Systems at SportsComplex Parking Lot and some areas of roofing.	$ 2,000,000.00	$ 2,000,000.00	$ 2,000,000.00	$ -	$ -	$ -	$ -	Fed Gov't Appropriation from HUD Grant# B-23-CP-0CA-0076	213
PW1748	Buildings	Corporate Yard Energy Efficient & Other Improvements - Evaluate and construct, if viable	•Commercial Vehicle Protection: Installation of prefabricated covered parking structures with integrated lighting to protect multi-million-dollar fleet and equipment from environmental exposure, directly reducing maintenance costs . Estimated at $2,600,000 •Perimeter Security & Aesthetics: Replacement of the deteriorated northern chain-link fence with a durable cinder block wall to enhance site security and improve the facility's visual profile. Estimated at $1,058,400 •Operational Efficiency: A full parking lot redesign and restriping to optimize space utilization for a growing fleet and staff. Estimated at $150,000 •Maintenance Infrastructure: Construction of a new industrial wash rack station to facilitate routine maintenance and ensure the longevity and cleanliness of the city's vehicle and equipment inventory. Estimated at $1,850,000 •Soft Costs & Owner Contingency Engineering & Local Permitting: Civil engineering, prefab structural calculations review, Geo-technical soil samples and possible soil remediation. Construction Contingency: Expanded approximately 10% project-wide safety buffer safeguarding against material price volatility or unforeseen field conditions. Estimated at $1,341,600.	$ -	$ -	$ -	$ -	$ -	$ -	$ -	DIF Gov Facilities (4944)	289

PROJ #	TYPE	PROJECT NAME	DESCRIPTION	Total Cost Estimate	Adopted FY26-27 Funding	FY26-27 Revised	FY 27-28 Funding Estimate	FY 28-29 Funding Estimate	FY 29-30 Funding Estimate	FY 30-31 Funding Estimate	Funding Source	S1 Funding
PW1748	Buildings	Corporate Yard Energy Efficient & Other Improvements - Evaluate and construct, if viable	•Commercial Vehicle Protection: Installation of prefabricated covered parking structures with integrated lighting to protect multi-million-dollar fleet and equipment from environmental exposure, directly reducing maintenance costs. Estimated at $2,600,000 •Perimeter Security & Aesthetics: Replacement of the deteriorated northern chain-link fence with a durable cinder block wall to enhance site security and improve the facility's visual profile. Estimated at $1,058,400 •Operational Efficiency: A full parking lot redesign and restriping to optimize space utilization for a growing fleet and staff. Estimated at $150,000 •Maintenance Infrastructure: Construction of a new industrial wash rack station to facilitate routine maintenance and ensure the longevity and cleanliness of the city's vehicle and equipment inventory. Estimated at $1,850,000 •Soft Costs & Owner Contingency Engineering & Local Permitting: Civil engineering, prefab structural calculations review, Geo-technical soil	$ -	$ -	$ -	$ -	$ -	$ -	$ -	DIF Utilities & Sustainability (4946)	289
PW1748	Buildings	Corporate Yard Energy Efficient & Other Improvements - Evaluate and construct, if viable	•Commercial Vehicle Protection: Installation of prefabricated covered parking structures with integrated lighting to protect multi-million-dollar fleet and equipment from environmental exposure, directly reducing maintenance costs Estimated at $2,600,000 •Perimeter Security & Aesthetics: Replacement of the deteriorated northern chain-link fence with a durable cinder block wall to enhance site security and improve the facility's visual profile. Estimated at $1,058,400 •Operational Efficiency: A full parking lot redesign and restriping to optimize space utilization for a growing fleet and staff. Estimated at $150,000 •Maintenance Infrastructure: Construction of a new industrial wash rack station to facilitate routine maintenance and ensure the longevity and cleanliness of the city's vehicle and equipment inventory. Estimated at $1,850,000 •Soft Costs & Owner Contingency Engineering & Local Permitting: Civil engineering, prefab structural calculations review, Geo-technical soil samples and possible soil remediation. Construction Contingency: Expanded approximately 10% project-wide safety buffer safeguarding against material price volatility or unforeseen field conditions. Estimated at $1,341,600.	$ 7,000,000.00	$ -	$ -	$ 7,000,000.00	$ -	$ -	$ -	General Fund	101
PW1749	Buildings	EV Bus Chargers	Installation of EV bus chargers with electrical conduits and potential transformer	$ 250,000.00	$ 250,000.00	$ 250,000.00	$ -	$ -	$ -	$ -	DIF Utilities & Sustainability (4946)	289
PW1753	Roadways	University Drive Rehabilitation - Avalon Blvd to Wilmington Ave	University Dr. Rehabilitation (1.8 miles) from Avalon to Wilmington Ave. The project includes removal and replacement of asphalt pavement section and base, grind and overlay, local removal and replacement of roadway section. It also includes concrete reconstruction, tree removal and replacement, repair of damage sidewalk, driveway approaches, curbs and gutter, access ramps.	$ -	$ 35,000.00	$ 35,000.00	$ -	$ -	$ -	$ -	Community Facilities District (CFD)	291
PW1753	Roadways	University Drive Rehabilitation - Avalon Blvd to Wilmington Ave	University Dr. Rehabilitation (1.8 miles) from Avalon to Wilmington Ave. The project includes removal and replacement of asphalt pavement section and base, grind and overlay, local removal and replacement of roadway section. It also includes concrete reconstruction, tree removal and replacement, repair of damage sidewalk, driveway approaches, curbs and gutter, access ramps.	$ 4,444,000.00	$ 2,409,000.00	$ 2,409,000.00	$ -	$ -	$ -	$ -	Surface Transporation Program Local (STPL)	220
PW1753	Roadways	University Drive Rehabilitation - Avalon Blvd to Wilmington Ave	University Dr. Rehabilitation (1.8 miles) from Avalon to Wilmington Ave. The project includes removal and replacement of asphalt pavement section and base, grind and overlay, local removal and replacement of roadway section. It also includes concrete reconstruction, tree removal and replacement, repair of damage sidewalk, driveway approaches, curbs and gutter, access ramps.	$ -	$ 2,000,000.00	$ 2,000,000.00	$ -	$ -	$ -	$ -	General Fund	101
PW1755	Roadways	Santa Fe Ave. Rehabilitation - Carson St. to Del Amo Ave.	Santa Fe Ave. (1.1 miles) Grind and overlay from Carson to Del Amo. The project includes asphalt pavement grind and overlay, local removal and replacement of roadway section. It also includes concrete reconstruction, tree removal and replacement, repair of damage sidewalk, driveway approaches, curbs and gutter, access ramps.	$ 4,800,000.00	$ -	$ -	$ 4,800,000.00	$ -	$ -	$ -	None	None
PW1756	Roadways	Figueroa Street - Lomita to 223rd St.	1.8 miles. Figueroa St. Grind and overlay. (Combine with PW1774)	$ 7,900,000.00	$ -	$ -	$ 7,900,000.00	$ -	$ -	$ -	None	None

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PW1757	Roadways	Main Street Rehabilitation - Lomita to 228th St	Main St. (1.41 miles) Grind and overlay from Lomita Blvd. to 228th St. The project includes asphalt pavement grind and overlay, local removal and replacement of roadway section. It also includes concrete reconstruction, tree removal and replacement, repair of damage sidewalk, driveway approaches, curbs and gutter, access ramps.	$ 6,556,047.00	$ 6,200,000.00	$ -	$ -	$ -	$ -	$ -	RMRA (SB1) - Fund 288	288
PW1757	Roadways	Main Street Rehabilitation - Lomita to 228th St	Main St. (1.41 miles) Grind and overlay from Lomita Blvd. to 228th St. The project includes asphalt pavement grind and overlay, local removal and replacement of roadway section. It also includes concrete reconstruction, tree removal and replacement, repair of damage sidewalk, driveway approaches, curbs and gutter, access ramps.		$ -	$ -	$ 300,000.00			$ -	None	none
PW1757	Roadways	Main Street Rehabilitation - Lomita to 228th St	Main St. (1.41 miles) Grind and overlay from Lomita Blvd. to 228th St. The project includes asphalt pavement grind and overlay, local removal and replacement of roadway section. It also includes concrete reconstruction, tree removal and replacement, repair of damage sidewalk, driveway approaches, curbs and gutter, access ramps.	$ -	$ -	$ -	$ -	$ -	$ -	$ -	General Fund	101
PW1758	Roadways	Main Street - 228th St to Carson Street	Main St. (0.9 miles) Grind and overlay from 228th St. to Carson St. The project includes asphalt pavement grind and overlay, local removal and replacement of roadway section. It also includes concrete reconstruction, tree removal and replacement, repair of damage sidewalk, driveway approaches, curbs and gutter, access ramps.	$ 4,000,000.00	$ -	$ -	$ -	$ -	$ -	$ -	RMRA (SB1) - Fund 288	288
PW1758	Roadways	Main Street - 228th St to Carson Street	Main St. (0.9 miles) Grind and overlay from 228th St. to Carson St. The project includes asphalt pavement grind and overlay, local removal and replacement of roadway section. It also includes concrete reconstruction, tree removal and replacement, repair of damage sidewalk, driveway approaches, curbs and gutter, access ramps.	$ -	$ -	$ -	$ 4,000,000.00	$ -	$ -	$ -	None	None
PW1762	Roadways	Wilmington Ave - Lomita Boulevard to 223rd Street - Roadway Reconstruction	Reconstruction and rehabilitation of existing roadway infrastructure to improve pavement conditions, traffic operations, drainage, and public safety. The work includes asphalt pavement reconstruction, cold milling and asphalt concrete overlay, localized full-depth pavement repairs, and replacement of deteriorated roadway sections. Concrete-related improvements include removal and replacement of damaged curb and gutter, sidewalks, driveway approaches, cross gutters, access ramps, and other miscellaneous concrete improvements. Additional work may include subgrade preparation, adjustment of utility manholes and valve covers to grade, pavement striping and markings, traffic control, and drainage improvements.	$ 8,000,000.00	$ -	$ -	$ 7,900,000.00	$ -	$ -	$ -	General Fund	101
PW1774	Roadways	Sepulveda (110 Fwy to Figueroa)	Sepulveda Blvd. Grind and Overlay. The project includes asphalt pavement grind and overlay, local removal and replacement of roadway section. It also includes concrete reconstruction, tree removal and replacement, repair of damage sidewalk, driveway approaches, curbs and gutter, access ramps. (Combined with PW1756)	$ 700,000.00	$ -	$ -	$ 700,000.00	$ -	$ -	$ -	None	None
PW1775	Roadways	213th St. Street Lights	Chico to Wilmington	$ 800,000.00	$ -	$ -	$ 800,000.00	$ -	$ -	$ -	Future Carson Street-Lighting District Funds	none
PW1776	Stormwater	Calas Park Stormwater Infiltration and Water Quality Improvements	Supplemental Environment Project (SEP)	$ 6,000,000.00	$ 5,980,000.00	$ 5,980,000.00	$ -	$ -	$ -	$ -	LA County Sanitation Districts	296
PW1780	Traffic	Victoria Street Transit Center	Construction of a new transit center adjacent to CSUDH	$ 11,477,000.00	$ 4,776,932.00	$ 4,776,932.00	$ 6,700,068.00	$ -	$ -	$ -	Metro Grant	260

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PW1780	Traffic	Victoria Street Transit Center	Construction of a new transit center adjacent to CSUDH	$ -	$ -	$ -	$ -	$ -	$ -	$ -	None	None
PW1784	Traffic	Traffic Signal Modification	Traffic Signal modification at Central Avenue and University Drive: Install left turn arrows on all approaches at the intersection of Central Avenue and University Drive.	$ 800,000.00	$ 800,000.00	$ 800,000.00	$ -	$ -	$ -	$ -	DIF Traffic (4941)	289
PW1784	Roadways	Traffic Signal Modification	Traffic Signal modification at Central Avenue and University Drive: Install left turn arrows on all approaches at the intersection of Central Avenue and University Drive.	$ -	$ -	$ -	$ -	$ -	$ -	$ -	None	250
PW1785	Bikeways	Carson Bicycle Action Plan	Carson's Master Bicycle Action Plan will serve as an informative guide when developing a framework that improves the city's physical bicycle system and reduces transportation inequities. With 18.7 sq miles of grid street networks (including California State University, Dominguez Hills), connecting Carson's communities can enable widespread mode shifts to bicycling.	$ 897,000.00	$ 553,625.05	$ 553,625.05	$ -	$ -	$ -	$ -	ATP Cycle 6	285
PW1786	Buildings	City Hall Bathroom and Kitchenette Renovations	Renovating all City Hall restrooms and upgrading to current Americans with Disabilities Act standards and applicable California Building Codes.	$ -	$ 138,459.24	$ 138,459.24	$ -	$ -	$ -	$ -	DIF Gov Facilities (4944)	289
PW1786	Buildings	City Hall Bathroom and Kitchenette Renovations	Renovating all City Hall restrooms and upgrading to current Americans with Disabilities Act standards and applicable California Building Codes.	$ 1,697,000.00	$ 898,308.25	$ 898,308.25	$ -	$ -	$ -	$ -	2024 Lease Revenue Bond	775
PW1790	Technology	Community Center and Amphitheatre Lighting and AV Equipment Upgrade	Installation of AV Equipment and Operating System for Premier Events	$ 2,500,000.00	$ -	$ -	$ 2,500,000.00	$ -	$ -	$ -	None	None
PW1791	Roadways	Citywide Pavement Maintenance Program	Citywide Pavement Program (Previously titled Citywide Street Repair)	$ 32,000,000.00	$ 8,000,000.00	$ 8,000,000.00	$ 1,000,000.00	$ -	$ -	$ -	General Fund	101
PW1791	Roadways	Citywide Pavement Maintenance Program	Citywide Pavement Program (Previously titled Citywide Street Repair)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	2024 Lease Revenue Bond	775
PW1792	Traffic	Traffic Reliability Improvements	Replace obsolete traffic signal battery backup systems, controllers, loop detection systems, with state of the art equipment capable of detecting bicycles, pedestrians, neighborhood electric vehicles, and prepare Carson for emerging transportation and communication technologies.	$ 2,400,000.00	$ -	$ -	$ 2,400,000.00	$ -	$ -	$ -	None	None
PW1793	Trees	URBAN FORESTRY MASTER PLAN & IMPLEMENTATION	Develop and Implement an Urban Forestry Master Plan	$ 1,000,000.00	$ 230,389.00	$ 230,389.00	$ 378,010.00	$ 49,993.00	$ -	$ -	USDA Grant	220

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PW1793	Trees	URBAN FORESTRY MASTER PLAN & IMPLEMENTATION	Develop and Implement an Urban Forestry Master Plan	$ -	$ 170,800.00	$ 170,800.00					USDA Grant	220
PW1795	Parks	Mills Park Recreation Center Building Renovation	The project includes interior and exterior renovations to the recreation center building, including upgrades to community rooms, classrooms, restrooms, office spaces, kitchen facilities, storage areas, and multi-purpose activity areas. Improvements include replacement of outdated building systems such as HVAC, electrical, plumbing, lighting, flooring, roofing, doors, and windows, as well as ADA accessibility upgrades to ensure compliance with current building and accessibility standards.	$ 5,000,000.00	$ 3,000,000.00	$ 3,000,000.00	$ -	$ -	$ -	$ -	2024 Lease Revenue Bond	775
PW1795	Parks	Mills Park Recreation Center Building Renovation	The project includes interior and exterior renovations to the recreation center building, including upgrades to community rooms, classrooms, restrooms, office spaces, kitchen facilities, storage areas, and multi-purpose activity areas. Improvements include replacement of outdated building systems such as HVAC, electrical, plumbing, lighting, flooring, roofing, doors, and windows, as well as ADA accessibility upgrades to ensure compliance with current building and accessibility standards.	$ -	$ -	$ -	$ -	$ -	$ -	$ -	County Park Open Space/ Measure A	222
PW1795	Parks	Mills Park Recreation Center Building Renovation	The project includes interior and exterior renovations to the recreation center building, including upgrades to community rooms, classrooms, restrooms, office spaces, kitchen facilities, storage areas, and multi-purpose activity areas. Improvements include replacement of outdated building systems such as HVAC, electrical, plumbing, lighting, flooring, roofing, doors, and windows, as well as ADA accessibility upgrades to ensure compliance with current building and accessibility standards.	$ -	$ 2,000,000.00	$ -	$ -	$ -	$ -	$ -	General Fund	101
PW1795	Parks	Mills Park Recreation Center Building Renovation	The project includes interior and exterior renovations to the recreation center building, including upgrades to community rooms, classrooms, restrooms, office spaces, kitchen facilities, storage areas, and multi-purpose activity areas. Improvements include replacement of outdated building systems such as HVAC, electrical, plumbing, lighting, flooring, roofing, doors, and windows, as well as ADA accessibility upgrades to ensure compliance with current building and accessibility standards.	$ -	$ -	$ 4,000,000.00	$ -	$ -	$ -	$ -	DIF Park & Related Facilities (4942)	289
PW1796	Buildings	Carson Civic Center Redevelopment	Carson Civic Center Redevelopment	$ 550,000.00	$ -	$ -	$ -	$ -	$ -	$ -	General Fund	101
PW1797	Technology	Citywide Municipal Fiber Optic Network Phase I	Phase I of Citywide Municipal Fiber Optic Network	$ 30,000,000.00	$ 6,250,000.00	$ 6,250,000.00	$ -	$ -	$ -	$ -	Community Broadband Capital Outlay Enterprise Fund	510
PW1798	Roadways	Delores Rehabilitation from Sepulveda to Carson Street	Delores Rehabilitation from Sepulveda to Carson Street	$ 8,000,000.00	$ -	$ -	$ 8,000,000.00	$ -	$ -	$ -	None	None
PW1799	Roadways	Del Amo Rehabilitation from Main Street to Figueroa	Del Amo Rehabilitation from Main Street to Figueroa	$ 2,000,000.00	$ -	$ -	$ 2,000,000.00	$ -	$ -	$ -	None	None
PW1800	Stormwater	Citywide Stromdrain Repair	Repair all City-owned stormdrains	$ 3,000,000.00	$ -	$ -	$ 3,000,000.00	$ -	$ -	$ -	None	None
PW1801	Roadways	Streetscape Master Plan - Civic	Design and construction of median landscaping for segments on Avalon Blvd. and Carson St. identified as Civic-type land use.	$ -	$ 300,000.00	$ 300,000.00				$ -	Measure R	254
PW1801	Roadways	Streetscape Master Plan - Civic	Design and construction of median landscaping for segments on Avalon Blvd. and Carson St. identified as Civic-type land use.	$ -	$ 200,000.00	$ 200,000.00				$ -	Measure M	281

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PW1801	Roadways	Streetscape Master Plan - Civic	Design and construction of median landscaping for segments on Avalon Blvd. and Carson St. identified as Civic-type land use.	$ -	$ 200,000.00	$ 200,000.00				$ -	DIF Beautification (4943)	289
PW1801	Roadways	Streetscape Master Plan - Civic	Design and construction of median landscaping for segments on Avalon Blvd. and Carson St. identified as Civic-type land use.	$ -	$ 456,000.00	$ 456,000.00				$ -	Raised Medians	248
PW1801	Roadways	Streetscape Master Plan - Civic	Design and construction of median landscaping for segments on Avalon Blvd. and Carson St. identified as Civic-type land use.	$ 6,700,000.00	$ -	$ -	$ -	$ -	$ -	$ -	General Fund	101
PW1803	Parks	Friendship Mini Park Land Acquisition & Expansion	Aquire land & expand current Friendship Mini Park; $1.43M grant for 0.44 acre acquisition	$ -	$ 1,430,000.00	$ 1,430,000.00	$ -	$ -	$ -	$ -	County Park Open Space/ Measure A	222
PW1803	Parks	Friendship Mini Park Land Acquisition & Expansion	Aquire land & expand current Friendship Mini Park; $1.43M grant for 0.44 acre acquisition	$ 1,430,000.00	$ -	$ -	$ -	$ -	$ -	$ -	None	None
PW1805	Parks	Calas Park	Removal of Wading Pool/New Picnic Shelter/ADA Pathway improvements	$ 1,500,000.00	$ -	$ -	$ -	$ 1,500,000.00	$ -	$ -	None	None
PW1806	Parks	Del Amo Park	Fix storm drain run-off/Elevate Basketball courts/Building & Playground ADA upgrades/ irrigation and turf upgrades		$ -	$ -	$ 4,500,000.00			$ -	None	None
PW1806	Parks	Del Amo Park	Fix storm drain run-off/Elevate Basketball courts/Building & Playground ADA upgrades/ irrigation and turf upgrades	$ 20,000,000.00	$ -	$ -	$ 500,000.00	$ -	$ -	$ -	General Fund	101
PW1807	Parks	Foisia Park Aquatic Repairs	Pool building/new mechanical equipment/electrical panels	$ 500,000.00	$ -	$ -	$ 500,000.00	$ -	$ -	$ -	General Fund	101
PW1808	Parks	Concrete Repairs at Pools Citywide	Redo the concrete at Carson Pool, Dominguez Aquatic Center, Foisia Pool, and Hemingway Aquatics Center	$ 2,000,000.00	$ -	$ -	$ 2,000,000.00	$ -	$ -	$ -	General Fund	101
PW1809	Parks	Veterans Sports Complex Installation of HVAC, Solar Panels and Generator	Installation of new HVAC systems, backup generator facilities, and solar panel infrastructure at Veterans Park to improve energy efficiency, operational reliability, and facility resiliency. Replacement and upgrade of existing HVAC equipment, installation of new heating and cooling systems, ducting, electrical connections, controls, and related mechanical improvements. It also includes installation of a standby emergency generator with associated electrical equipment and transfer switch systems to provide backup power during outages. Also included is the installation of solar photovoltaic panels and related electrical infrastructure to support renewable energy generation and reduce energy consumption. Additional work may include structural improvements, concrete pads, utility upgrades, trenching, and site restoration. (Combined with PW1732)	$ -	$ -	$ -	$ 2,000,000.00	$ -	$ -	$ -	General Fund	101
PW1810	Parks	Walnut Mini-Park	Fix concrete sloping/landscaping clean up	$ 750,000.00	$ -	$ -	$ 750,000.00	$ -	$ -	$ -	None	None
PW1811	Parks	Carson Event Cente	Replace Early Childhood Education (ECE) playground so it is all abilities and ADA compliant	$ 500,000.00	$ -	$ -	$ -	$ 500,000.00	$ -	$ -	None	None
PW1812	Parks	Dominguez Park	Room and Kitchen Remodel	$ 1,000,000.00	$ -	$ -	$ 1,000,000.00	$ -	$ -	$ -	None	None
PW1813	Parks	Dolphin Park, Dominguez Park	New irrigation system for the entire park	$ 1,000,000.00	$ -	$ -	$ 1,000,000.00	$ -	$ -	$ -	None	None
PW1814	Parks	Reflections Park	New redesign and landscaping	$ 750,000.00	$ -	$ -	$ 750,000.00	$ -	$ -	$ -	None	None
PW1815	Parks	Veterans Park Skat	To improve and fix the skate park at Veterans Park	$ 500,000.00	$ -	$ -	$ 500,000.00	$ -	$ -	$ -	None	None
PW1816	Parks	Dominguez Park Pickleball Courts	Additional pickleball courts	$ 500,000.00	$ -	$ -	$ -	$ 500,000.00	$ -	$ -	None	None
PW1817	Parks	Foisia Park Pickleball Courts	Conversion of handball courts into two pickleball courts	$ 100,000.00	$ -	$ -	$ 100,000.00	$ -	$ -	$ -	General Fund	101
PW1818	Safety	Security Cameras	Installation of Surveillance Cameras at mini-parks.	$ 390,000.00	$ -	$ -	$ -	$ -	$ -	$ -	General Fund	101

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PW1819	Safety	Phase projection for installing an enhanced intrusion alarm and Halo smart sensor system.	The project focuses on installing an upgraded intrusion alarm and Halo smart sensor system. This system will improve security by using advanced technology for real-time monitoring and alerts for unauthorized access or suspicious activity. The Halo smart sensors will include environmental monitoring and automated alerts, providing a complete security solution.	$ 1,436,000.00	$ -	$ -	$ -	$ -	$ -	$ -	General Fund	101
PW1820	Safety	Fire suppression system installation at the Carson Community Event Center	The project involves the installation of a fire suppression system at the Carson Community Event Center to enhance safety and comply with fire safety regulations. This system will include advanced features such as sprinklers, alarm systems, and emergency exit signage to protect both the facility and its occupants from potential fire hazards.	$ 580,000.00	$ -	$ -	$ 580,000.00	$ -	$ -	$ -	None	None
PW1821	Roadways	Caltrans Interchanges	Caltrans areas	$ -	$ -	$ -	$ -	$ -	$ -	$ -	None	None
PW1822	Buildings	Teen Center	Design and Construction of City Teen Center	$ -	$ -	$ -	$ -	$ -	$ -	$ -	None	None
PW1823	Roadways	Wayfinding Signs	Design and placement of wayfinding signage throughout the City. (combine PW1823, PW1825, and PW1826)	$ 1,000,000.00	$ -	$ -	$ -	$ -	$ -	$ -	DIF Beautification (4943)	289
PW1823	Roadways	Wayfinding Signs	Design and placement of wayfinding signage throughout the City. (combine PW1823, PW1825, and PW1826)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	DIF Transportation (4945)	289
PW1824	Roadways	Avalon Blvd. & Central Ave. from Turmont to University Dr. - Fence/Wall Replacement Project.	The project consists of the removal and replacement of deteriorated fence walls along Avalon Boulevard and Central Avenue from Turmont to University Dr. that have become structurally deficient and pose a safety hazard to pedestrians and the public. The work includes demolition and disposal of existing collapsing wall sections, construction of new fence walls and foundations, and installation of related structural and architectural improvements. Additional work may include sidewalk restoration, grading, drainage improvements, utility adjustments, landscaping restoration, traffic and pedestrian control. The project is intended to improve public safety, enhance pedestrian accessibility, restore structural integrity, and improve the overall appearance and functionality of the corridor.	$ 10,000,000.00	$ -	$ -	$ 10,000,000.00	$ -	$ -	$ -	General Fund	101
PW1825	Roadways	Installation of Archways, Monuments Signs, and Wayfinding Signs - Citywide	Archways and Wayfinding Signs - The project includes the design, fabrication, and installation of gateway archways at key entry corridors, monument signs at prominent locations, and a comprehensive wayfinding signage system directing motorists, bicyclists, and pedestrians to major destinations, civic facilities, parks, commercial centers, and community landmarks. Improvements may include decorative architectural features, illuminated signage, landscaping enhancements, public art elements, branding components, and ADA-compliant directional signage designed to reflect the City's character and community identity. The goal of the project is to strengthen community identity, improve accessibility and navigation, enhance streetscape aesthetics, and create welcoming gateways throughout the City. (combine PW1823 - Wayfinding Signs, PW1825 - Archways, and PW1826 - Monuments)	$ 2,500,000.00	$ -	$ -	$ -	$ -	$ -	$ -	Measure R	254
PW1825	Roadways	Installation of Archways, Monuments Signs, and Wayfinding Signs - Citywide	Archways and Wayfinding Signs - The project includes the design, fabrication, and installation of gateway archways at key entry corridors, monument signs at prominent locations, and a comprehensive wayfinding signage system directing motorists, bicyclists, and pedestrians to major destinations, civic facilities, parks, commercial centers, and community landmarks. Improvements may include decorative architectural features, illuminated signage, landscaping enhancements, public art elements, branding components, and ADA-compliant directional signage designed to reflect the City's character and community identity. The goal of the project is to strengthen community identity, improve accessibility and navigation, enhance streetscape aesthetics, and create welcoming gateways throughout the City. (combine PW1823 - Wayfinding Signs, PW1825 - Archways, and PW1826 - Monuments)	$ -	$ -	$ -	$ 5,000,000.00	$ -	$ -	$ -	General Fund	101

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PW1826	Roadways	Monuments	Planning and design development for new monuments throughout the City. (combine PW1823, PW1825, and PW1826)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	DIF Transportation (4945)	289
PW1826	Roadways	Monuments	Planning and design development for new monuments throughout the City. (combine PW1823, PW1825, and PW1826)	$ 1,500,000.00	$ -	$ -	$ -	$ -	$ -	$ -	Measure R	254
PW1826	Roadways	Monuments	Planning and design development for new monuments throughout the City. (combine PW1823, PW1825, and PW1826)		$ -	$ -		$ -		$ -	None	None
PW1827	Roadways	Shared Central Ave Project with City of Compton	Shared Central Ave Project with City of Compton	$ 874,908.13	$ 874,908.13	$ 874,908.13				$ -	Community Facilities District (CFD)	291
PW1828	Traffic	South Bay Travel Network	Design and Construct a Local Travel Network (LTN) within Carson to establish routes for low speed travel using neighborhood electric vehicles (NEV) as well as other slow-speed zero-emission modes	$ 4,512,915.00	$ 3,858,096.00	$ 3,858,096.00	$ -	$ -	$ -	$ -	Measure M Grant	282
PW1829	Traffic	Olympic Ready ITS	Improve the Intelligent Transportation Systems (ITS) infrastructure in the corridors leading towards the Dignity Health Sports Complex	$ 750,000.00	$ 500,000.00	$ 500,000.00	$ -	$ -	$ -	$ -	Measure M Grant	282
PW1832	Traffic	Traffic Signal Installation at Grace Ave and 213th St	Traffic Signal Installation at Grace Ave and 213th St	$ 750,000.00	$ 750,000.00	$ 750,000.00	$ -	$ -	$ -	$ -	Developer Funds	249
PW1833	Roadways	Citywide Street Name Sign Replacement	Replacement of Street Name Signs Citywide to align with new style guidelines	$ -	$ -	$ -	$ -	$ -		$ -	General Fund	101
PW1833	Roadways	Citywide Street Name Sign Replacement	Replacement of Street Name Signs Citywide to align with new style guidelines	$ 2,000,000.00	$ -	$ -	$ 2,000,000.00	$ -	$ -	$ -	General Fund	101
PW1834	Technology	Citywide Municipal Fiber Optic Network Phase 2	Phase II of Citywide Municipal Fiber Optic Network	$ 55,000,000.00	$ -	$ -	$ -	$ -	$ -	$ -	Community Broadband Capital Outlay Enterprise Fund	510
PW1835	Buildings	Community Center Flooring	Replace carpeting/flooring at Community Center West Wing	$ 300,000.00	$ -	$ -	$ -	$ -	$ -	$ -	General Fund	101
PW1836	Buildings	EV Chargers at City Facilities*	Additional chargers at City Hall, Foisia Park, and Carriage Crest Park	$ 750,000.00	$ -	$ -	$ 750,000.00	$ -	$ -	$ -	General Fund	101
PW1837	Buildings	Digital Banners*	Digital Banners for community messaging	$ 500,000.00	$ -	$ -	$ 500,000.00	$ -	$ -	$ -	General Fund	101
PW1839	Traffic	Traffic Signal Modification at Delores & Sepulveda	Traffic Signal Modification at Delores & Sepulveda	$ 709,300.00	$ -	$ -	$ 638,370.00	$ -	$ -	$ -	HSIP	250
PW1839	Traffic	Traffic Signal Modification at Delores & Sepulveda	Traffic Signal Modification at Delores & Sepulveda	$ -	$ 70,930.00	$ 70,930.00	$ -	$ -	$ -	$ -	AQMD	225
PW1840	Traffic	Avalon Traffic Signal and Crosswalk Upgrades	Upgrade to the traffic signals and crosswalks at Avalon & University and Avalon & MLK	$ 385,000.00	$ -	$ -	$ 346,500.00	$ -	$ -	$ -	HSIP	250
PW1840	Traffic	Avalon Traffic Signal and Crosswalk Upgrades	Upgrade to the traffic signals and crosswalks at Avalon & University and Avalon & MLK	$ -	$ 38,500.00	$ 38,500.00	$ -	$ -	$ -	$ -	AQMD	225

PROJ #	TYPE	PROJECT NAME	DESCRIPTION	Total Cost Estimate	Adopted FY26-27 Funding	FY26-27 Revised	FY 27-28 Funding Estimate	FY 28-29 Funding Estimate	FY 29-30 Funding Estimate	FY 30-31 Funding Estimate	Funding Source	S1 Funding
PW1841	Traffic	Safe Streets for All (SS4A)	The City of Carson's SS4A project aims to create programs and identify strategies to achieve zero traffic-related fatalities. These programs may include a Safe Routes to School Pilot Program, a Neighborhood Traffic Management Pilot Program, and a traffic safety implementation committee. Strategies may include safety countermeasures and temporary/low-cost pilot and demonstration activities to address speeding, cut-through traffic, and enhance safety for all users.	$ 1,209,800.00	$ -	$ -	$ 967,840.00	$ -	$ -	$ -	FedHWY	220
PW1841	Traffic	Safe Streets for All (SS4A)	The City of Carson's SS4A project aims to create programs and identify strategies to achieve zero traffic-related fatalities. These programs may include a Safe Routes to School Pilot Program, a Neighborhood Traffic Management Pilot Program, and a traffic safety implementation committee. Strategies may include safety countermeasures and temporary/low-cost pilot and demonstration activities to address speeding, cut-through traffic, and enhance safety for all users.	$ -	$ 161,960.00	$ 161,960.00	$ -	$ -	$ -	$ -	DIF Transportation (4945)	289
PW1841	Traffic	Safe Streets for All (SS4A)	The City of Carson's SS4A project aims to create programs and identify strategies to achieve zero traffic-related fatalities. These programs may include a Safe Routes to School Pilot Program, a Neighborhood Traffic Management Pilot Program, and a traffic safety implementation committee. Strategies may include safety countermeasures and temporary/low-cost pilot and demonstration activities to address speeding, cut-through traffic, and enhance safety for all users.	$ -	$ 80,000.00	$ 80,000.00	$ -	$ -	$ -	$ -	TDA	217

PROJ #	TYPE	PROJECT NAME	DESCRIPTION	Total Cost Estimate	Adopted FY26-27 Funding	FY26-27 Revised	FY 27-28 Funding Estimate	FY 28-29 Funding Estimate	FY 29-30 Funding Estimate	FY 30-31 Funding Estimate	Funding Source	S1 Funding
PW1842	Traffic	Traffic Signal Upgrade at Wilmington & Lomita	Traffic Signal Upgrade at Wilmington & Lomita	$ -	$ -	$ -	$ -	$ -	$ -	$ -	None	None
PW1843	Traffic	Traffic Signal Upgrade at Avalon & Desford	Traffic Signal Upgrade at Avalon & Desford	$ -	$ -	$ -	$ -	$ -	$ -	$ -	None	None
PW1844	Parks	Park Marquee Signs	New Marquee signs at parks citywide	$ 1,732,500.00	$ -	$ -	$ 1,732,500.00	$ -	$ -	$ -	General Fund	101
PW1845	Stormwater	Dominguez Channel Estuary Assessment Study	City's portion of the shared cost of the Dominguez Channel Estuary Assessment Study	$ 304,201.00	$ 304,201.00	$ 304,201.00				$ -	Measure W	295
PW1846	Traffic	Traffic Analysis for the Upcoming LA 2028 Olympics and Paralympics	The Project will evaluate and develop comprehensive traffic management and mobility strategies to support regional transportation operations during the 2028 Olympic and Paralympic Games hosted in the Los Angeles region. The project will assess existing and projected traffic conditions associated with Olympic venues, training facilities, transit hubs, designated event routes, and surrounding communities to minimize congestion, maintain emergency access, and enhance overall mobility and safety. The project scope includes traffic data collection, traffic modeling and simulation, intersection analysis, roadway capacity evaluations, parking and curb management assessments, transit coordination, and development of transportation demand management (TDM) strategies. The study will also evaluate temporary traffic control measures, shuttle and bus operations, freight movement impacts, pedestrian and bicycle circulation, signal timing optimization, intelligent transportation systems (ITS), and coordination with regional agencies including LA28, Los Angeles County Metropolitan Transportation Authority, Caltrans, and local jurisdictions.	$ 200,000.00	$ -	$ -	$ 200,000.00	$ -	$ -	$ -	General Fund	101
PW1847	Traffic	Traffic Signal Installation at Carriage Crest Entrance and Sepulveda Blvd.	Installation of a new traffic signal system which includes traffic signal poles, mast arms, signal heads, and related civil improvements such as pavement striping and markings, curb ramps compliant with ADA requirements. The project is intended to enhance traffic operations, provide safe crossings for park users and the public, and accommodate increased traffic and pedestrian activity to serve the expanded area of Carriagecrest Park.	$ 700,000.00	$ -	$ -	$ 700,000.00	$ -	$ -	$ -	General Fund	101
PW1848	Roadways	Citywide Concrete Maintenance Program	Concrete Repair Citywide	$ 500,000.00	$ -	$ -	$ 500,000.00	$ -	$ -	$ -	General Fund	101
PW1849	Roadways	Streetscape Master Plan - 223rd	Design and construction of median landscaping for segments on 223rd from Lucerne to Alameda	$ 3,650,000.00	$ -	$ -	$ 3,500,000.00			$ -	General Fund	6004
PW1850	Buildings	Public Works and Community Services Corporate Yard Roof Improvements	Comprehensive rehabilitation including a full "tear off and replacement" of Public Works (Building A) roof and protective seal coating of Community Services Roof (Building C), and Warehouse and Fleet Mechanics Roof (Building B) to extend the service life of the existig systems and prevent future degradation.	$ 2,000,000.00	$ 2,000,000.00	$ 2,000,000.00	$ -	$ -	$ -	$ -	General Fund	101
PW1852	Buildings	East Carson Corridor Revitalization	The East Carson Corridor Revitalization Project will revitalize the commercial corridor between Santa Fe Avenue and Harbor View Drive through the City's Façade Improvement Program. The project will support improvements to building storefronts and façades, enhancing the appearance, vibrancy, and economic vitality of the corridor.	$ 1,700,000.00	$ -	$ 500,000.00	$ 1,200,000.00	$ -	$ -	$ -	General Fund	101
				$ 581,233,870.45	**$ 147,937,047.03**	**$ 157,128,847.03**	**$ 211,131,903.00**	**$ 2,757,493.00**	**$ 450,000.00**	**$ 200,000.00**		

CITY OF CARSON

701 East Carson Street

Report to Honorable Mayor and City Council

Tuesday, September 15, 2026, 5:00 PM

CONSENT 26.

To: Honorable Mayor and City Council

From: John Raymond, Executive Director CRA Administration

Subject: CONSIDER APPROVING A GRANT OF EASEMENT AND AUTHORIZE THE CITY MANAGER TO EXECUTE A CERTIFICATE OF ACCEPTANCE PURSUANT TO SECTION 27281 OF THE CALIFORNIA GOVERNMENT CODE OF AN EASEMENT FOR TRAFFIC SIGNAL PURPOSES LOCATED AT 285 EAST DEL AMO BOULEVARD, ASSESSOR'S PARCEL NUMBER 7336-010-026 (EVOLVE APARTMENTS DRIVEWAY) (CITY COUNCIL)

I. SUMMARY

This item is the approve a Grant of Easement between the owners of the Evolve Apartments listed above and the City of Carson for the purpose of allowing the City to construct two traffic signals on the north side of Del Amo Boulevard close to the Evolve Apartments driveway. The driveway lines up with Stamps Drive on the south side of the street, which is the entry to and egress from the District at South Bay project across the street. Part of the construction of the infrastructure on the Site, undertaken by the Carson Reclamation Authority ("CRA"), is certain work on Del Amo and Main Street adjace to the Site, including the installation of traffic signals at the Stamps Drive exit as well as the Lenardo Drive exit.

The CRA endeavored to design a set of signals at this driveway location that were located in the right of way to the greatest extent possible, reducing the size of the easement needed. They worked with the owners to receive lender's consent and to get the easement executed to present to City Council.

II. RECOMMENDATION

TAKE the following actions:

1. APPROVE the Grant of Easement from MG Evolve Apartments LLC, a Delaware limited liability company; MG Evolve Apartments ASC LLC, a Delaware limited liability company; MG Evolve Apartments CLP LLC, a Delaware limited liability company; MG Evolve Apartments KRT LLC, a Delaware limited liability company, MG Evolve Apartments HAN LLC, a Delaware limited liability company; and MG Evolve Apartments MZG LLC, a Delaware limited liability company (together, “Grantor”); and
2. AUTHORIZE the City Manager to execute the Certificate of Acceptance following approval as to form by the City Attorney and cause the easement to be recorded in the Official Records of the County of Los Angeles.

III. ALTERNATIVES

TAKE another action the City Council deems appropriate.

IV. BACKGROUND

This Grant of Easement is from Evolve Apartments ("Grantor") (MG Evolve Apartments LLC, a Delaware limited liability company and MG Evolve Apartments ASC LLC, a Delaware limited liability company, MG Evolve Apartments CLP LLC, a Delaware limited liability company, MG Evolve Apartments KRT LLC, a Delaware limited liability company, MG Evolve Apartments HAN LLC, a Delaware limited liability company, and MG Evolve Apartments MZG LLC, a Delaware limited liability company (together, “Grantor”) in favor of the City of Carson for property located at 285 E. Del Amo Boulevard in order for the City ("Grantee") to install traffic signal equipment (e.g., poles, boxes, conduit) at the Stamps Drive intersection. The CRA is performing the construction as part of the wider Lenardo Drive project on behalf of the City, while the City will remain the Grantee for the purpose of the traffic signal easements.

Grantor hereby grants to Grantee a non-exclusive easement of approximately 1,410 square feet within a portion of the south side of the Subject Property (the “Traffic Signal Easement Area”), as more particularly described and depicted in Exhibit “A” attached in the Easement for the purpose of allowing the Grantee to install, maintain, operate, repair, alter and replace traffic signal equipment (e.g., poles, boxes, conduit) over, under, along and across the Traffic Signal Easement Area, and for reasonable access incidental thereto.

Grantee shall be responsible for (a) maintenance of the Traffic Signal Easement Area and all related equipment and improvements in good order, condition and repair, and (b) promptly, within 60 days, repairing any and all damage to the Subject Property and improvements thereon arising from Grantee’s use of the Traffic Signal Easement Area.

Grantor agrees not to construct or permit the construction of any building, structures, permanent or temporary barriers, fences, or obstructions of any kind or nature that interfere with or obstruct the function or use of the Traffic Signal Easement Area for the purposes described in this Grant of Easement.

CRA agreed to pay the appraised value of the easement and Grantor’s reasonable attorney’s fees associated with review of this Grant of Easement, an amount estimated at less than $20,000.

V. FISCAL IMPACT

The cost of this easement is the $26,000 appraised value of the easement and the Grantor's legal and lender review fees, estimated at less than $20,000. This is a project cost of the Stamps/Lenardo Traffic Signal; not a City general fund expense.

VI. EXHIBITS

1. Easement Agreement

Attachments

Evolve Traffic Signal Easement Agreement - Signed by Evolve.pdf

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Carson
City Clerk
701 E. Carson Street
Carson, California 90745

APN: 7336-010-026

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

(Exempt from recording fees pursuant to Government Code Sections 6103 and 27383)

GRANT OF EASEMENT

(Traffic Signal)

This Grant of Easement ("Grant of Easement") is entered into this _____ day of _____, 2026 by MG Evolve Apartments LLC, a Delaware limited liability company and MG Evolve Apartments ASC LLC, a Delaware limited liability company, MG Evolve Apartments CLP LLC, a Delaware limited liability company, MG Evolve Apartments KRT LLC, a Delaware limited liability company, MG Evolve Apartments HAN LLC, a Delaware limited liability company, and MG Evolve Apartments MZG LLC, a Delaware limited liability company (together, "Grantor") in favor of the City of Carson, a California charter city ("Grantee"), with reference to the following.

RECITALS

WHEREAS, Grantor is the owner of certain real property located at 285 E. Del Amo Blvd., in the City of Carson, California, having Assessor's Parcel Number 7336-010-026 (the "Subject Property"); and

WHEREAS, in order for Grantee to install traffic signal equipment (e.g., poles, boxes, conduit) within a location adjacent to the north side of Del Amo Blvd at the Stamps Drive intersection and within a portion of the south side of the Subject Property, Grantee seeks from Grantor, and Grantor desires to grant to Grantee, an easement over, across, and under certain portions of the Subject Property.

NOW, THEREFORE, for a valuable consideration the receipt of which is hereby acknowledged, the Grantor and Grantee agree as follows:

Section 1. Recitals

The above Recitals are true and correct and are incorporated herein.

Section 2. Grant of Non-Exclusive Traffic Signal Easement

Grantor hereby grants to Grantee a non-exclusive easement of approximately 1,410 square feet within a portion of the south side of the Subject Property (the "Traffic Signal Easement Area"), as more particularly described and depicted in Exhibit "A" attached hereto and incorporated herein by this reference, for the purpose of allowing Grantee to install, maintain, operate, repair, alter and replace traffic signal equipment (e.g., poles, boxes, conduit) over, under, along and across the Traffic Signal Easement Area, and for reasonable access incidental thereto.

Section 3. Maintenance of Traffic Signal Easement Area

Grantee shall be responsible for (a) maintenance of the Traffic Signal Easement Area and all related equipment and improvements in good order, condition and repair, and (b) promptly, within 60 days, repairing any and all damage to the Subject Property and improvements thereon arising from Grantee's use of the Traffic Signal Easement Area.

Section 4. Non-Interference

Grantor agrees not to construct or permit the construction of any building, structures, permanent or temporary barriers, fences, or obstructions of any kind or nature that interfere with or obstruct the function or use of the Traffic Signal Easement Area for the purposes described in this Grant of Easement.

Section 5. Term

The rights and obligations granted herein shall remain in effect in perpetuity, subject to the terms of this Grant of Easement and applicable law.

Section 6. Grantee's Payment of Grantor's Attorney's Fees

Grantee agrees to pay Grantor's reasonable attorney's fees associated with review of this Grant of Easement.

Section 7. Covenants Run with the Land

All agreements, conditions, covenants, and restrictions contained in this Grant of Easement

shall be covenants running with the land, binding upon and inuring to the benefit of the parties hereto and their respective heirs, successors, and assigns, and without regard to technical classification or designation, legal or otherwise, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of and enforceable by the Grantee and its successors and assigns, against Grantor, its successors, assigns, heirs and/or devisees to the Subject Property or any portion thereof or any interest therein, and any party in possession or occupancy of the Subject Property or portion thereof. The rights and remedies of the Grantee hereunder are cumulative, and the exercise by it of one or more of its rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by any owner or possessor of the Subject Property. It is intended and agreed that the Grantee shall be deemed the beneficiary of the covenants provided herein for the purposes of protecting the interests of the community, and shall have the right to exercise any and all rights and remedies and to maintain any action at law or suit in equity or other proper proceedings to enforce the covenants of this Grant of Easement.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, Grantor has caused this Grant of Easement to be executed as of the date first written above.

GRANTOR:

MG Evolve Apartments ASC LLC,
a Delaware limited liability company

By:_ Gleiberman Investments, Inc.
a California corporation
its Manager

By: _____
Paul Kaseburg
Vice President

MG Evolve Apartments LLC,
a Delaware limited liability company

By:_ Gleiberman Investments, Inc.
a California corporation
its Manager

By: _____
Paul Kaseburg
Vice President

MG Evolve Apartments CLP LLC
a Delaware limited liability company

By:_ Gleiberman Investments, Inc.
a California corporation
its Manager

By: _____
Paul Kaseburg
Vice President

MG Evolve Apartments KRT LLC
a Delaware limited liability company

By:_ Gleiberman Investments, Inc.
a California corporation
its Manager

By: _____
Paul Kaseburg
Vice President

MG Evolve Apartments HAN LLC
a Delaware limited liability company

By:_ Gleiberman Investments, Inc.
a California corporation
its Manager

By: _____
Paul Kaseburg
Vice President

MG Evolve Apartments MZG LLC
a Delaware limited liability company

By:_ Gleiberman Investments, Inc.
a California corporation
its Manager

By: _____
Paul Kaseburg
Vice President

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 September 3, 2026 before me, Jowena Jim-De La Pena, personally appeared Paul Kaseburg, 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: _____

JOWENA JIM-DE LA PENA
Notary Public - California
San Diego County
Commission # 2522041
My Comm. Expires Jun 2, 2029

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

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

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

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2026 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

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

_____

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

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

LEGAL DESCRIPTION AND DEPICTION OF TRAFFIC SIGNAL EASEMENT AREA

The land referred to herein below is situated in the County of Los Angeles, State of California, and is described as follows:

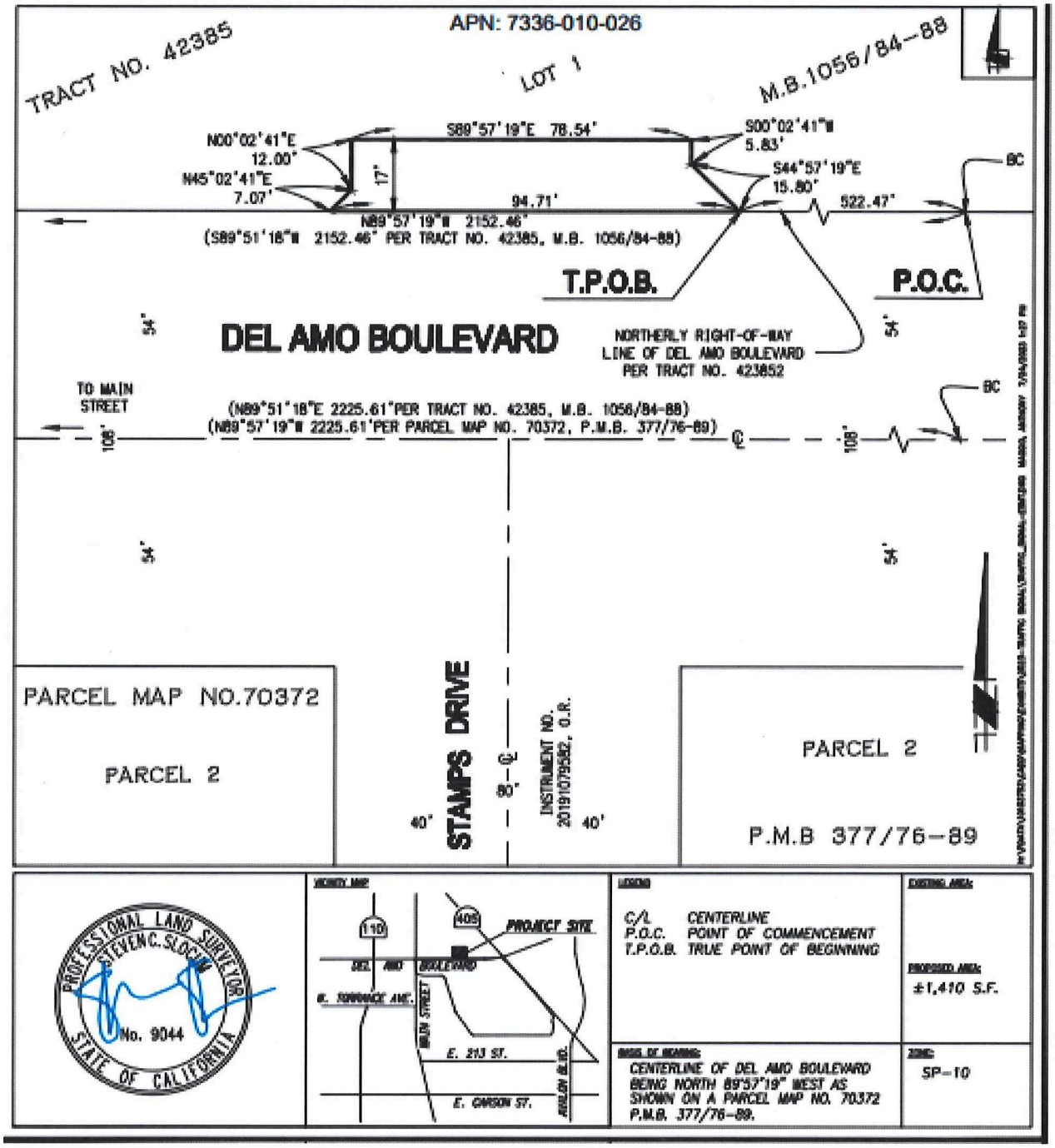
That certain parcel of land situated in the City of Carson, County of Los Angeles, State of California being that a portion of Lot 1 of Tract No. 42385 filed in Book 1056, Pages 84 through 88 inclusive of Maps in the Office of the County Recorder of said Los Angeles County described as follows:

COMMENCING at a point in the northerly Right-of-Way line of Del Amo Boulevard as shown on said Tract No. 42385, said point being the easterly terminus of that certain course shown as having a bearing and distance of "South 89°51'18" West 2152.46 feet" on said Tract No. 42385; thence along said northerly Right-of-Way line of Del Amo Boulevard North 89°57'19" West 522.47 feet to the **TRUE POINT OF BEGINNING;** thence continuing along said northerly Right-of-Way line North 89°57'19" West 94.71 feet; thence leaving said northerly Right-of-Way line North 45°02'41" East 7.07 feet; thence North 00°02'41" East 12.00 feet to a line parallel with and 17.00 feet northerly from said northerly Right-of-Way line of Del Amo Boulevard; thence along said parallel line South 89°57'19" East 78.54 feet; thence South 00°02'41" West 5.83 feet; thence South 44°57'19" East 15.80 feet to said northerly Right-of-Way line of Del Amo Boulevard and the **TRUE POINT OF BEGINNING.**

CONTAINING: 1,410 Square Feet, more or less.

APN: 7336-010-026

DEPICTION OF TRAFFIC SIGNAL EASEMENT AREA



CERTIFICATE OF ACCEPTANCE
PURSUANT TO SECTION 27281 OF THE CALIFORNIA GOVERNMENT CODE

This is to certify that the easement interest in real property conveyed by the Grant of Easement to which this Certificate of Acceptance is attached, from MG Evolve Apartments LLC, MG Evolve Apartments ASC LLC, MG Evolve Apartments CLP LLC, MG Evolve Apartments KRT LLC, MG Evolve Apartments HAN LLC, and MG Evolve Apartments MZG LLC to the City of Carson ("Grantee"), is hereby accepted by the undersigned officer on behalf of Grantee, and Grantee consents to recordation thereof by its duly authorized officer.

"GRANTEE"

CITY OF CARSON, a municipal corporation

_____
David C. Roberts, Jr., City Manager

Date:_____, 2026

CITY OF CARSON

701 East Carson Street

Report to Honorable Mayor and City Council

Tuesday, September 15, 2026, 5:00 PM

CONSENT 27.

To: Honorable Mayor and City Council

From: Michael Whittiker, Community Services Director CS Operations

Subject: CONSIDER APPROVING A PURCHASE AGREEMENT WITH DEERE & COMPANY, DBA JOHN DEERE, FOR THE PURCHASE OF TWO TRUFINISH 1235 ELECTRIC UTILITY RAKES (SANDPROS) FOR THE COMMUNITY SERVICES DEPARTMENT'S PARK MAINTENANCE DIVISION (CITY COUNCIL)

I. SUMMARY

The Community Services Department, through its Park Maintenance Division (Division), is requesting City Council approval to purchase two John Deere TruFinish 1235 Electric Utility Rakes (SandPros) for a total amount not to exceed $78,386.12. The equipment will support daily park and athletic field maintenance, including the preparation and upkeep of baseball and softball infields, particularly at the soon-to-be-completed Carriage Crest Park expansion and renovation project. To obtain competitive pricing and streamline the purchasing process, staff proposes purchasing the equipment through Sourcewell Cooperative Contract No. 112624-DAC, which has already undergone a competitive public procurement process.

II. RECOMMENDATION

TAKE the following actions:

1. APPROVE a Purchase Agreement with Deere & Company, dba John Deere, an authorized Sourcewell vendor under Contract No. 112624-DAC, for the purchase of two John Deere TruFinish 1235 Electric Utility Rakes (SandPros), for a total not-to-exceed purchase price of $78,386.12; and,
2. AUTHORIZE the Mayor to execute the Agreement, following approval as to form by the City Attorney.

III. ALTERNATIVES

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

IV. BACKGROUND

The Park Maintenance Division of the Community Services Department is responsible for maintaining landscaped areas, athletic fields, and grounds at City parks and recreational facilities, as well as City Hall, the Corporate Yard, and the Carson Event Center. These responsibilities include the routine maintenance and preparation of baseball and softball fields used by the community.

To improve the City's ability to maintain its athletic fields efficiently and consistently, staff recommends purchasing two John Deere TruFinish 1235 Electric Utility Rakes, commonly referred to as "SandPros." These specialized maintenance vehicles are designed to prepare, level, smooth, and maintain the dirt infield areas of baseball and softball fields. The equipment can also support other grounds-maintenance activities, making it a versatile tool for the Park Maintenance Division.

Currently, the Division must rely in part on rented equipment and more labor-intensive manual methods to perform this work. Purchasing the SandPros will provide staff with dedicated equipment that is available when needed, reducing delays associated with rental equipment and allowing maintenance to be performed more frequently and efficiently. The equipment is expected to improve the overall condition and safety of the City's baseball and softball fields, increase staff productivity, and reduce the amount of employee time required to perform certain maintenance activities manually.

The purchase also supports the Division's broader effort to perform more preventative maintenance using City staff and City-owned equipment. Having the appropriate equipment available in-house allows staff to address maintenance needs proactively rather than waiting for rented equipment or outside resources. This provides the City with greater control over scheduling, workmanship, and the timely preparation of athletic fields for public use. Ultimately, the equipment will help the City maintain safer, more functional, and better-looking recreational facilities for residents, sports organizations, and other park users.

Cooperative Purchasing Process

Section 2611(g) of the Carson Municipal Code allows the City to use a cooperative purchasing program to acquire equipment, materials, and supplies. Cooperative purchasing allows multiple government agencies to purchase from contracts that have already been competitively bid by another qualified public purchasing organization. This eliminates the need for the City to conduct a separate competitive bidding process when the cooperative contract meets the City's procurement requirements, saving administrative time while maintaining competitive pricing.

The City is a registered member of Sourcewell (Member ID No. 38521), a national cooperative purchasing organization used by public agencies. Sourcewell conducts competitive procurement processes and establishes contracts that participating agencies may use to purchase equipment at pre-negotiated prices. Sourcewell Grounds Maintenance Contract No. 112624-DAC provides competitively established pricing for John Deere equipment through Deere & Company.

The City's Purchasing Manager reviewed the Sourcewell procurement process and determined that it satisfies the cooperative purchasing requirements of Carson Municipal Code Section 2611(g). Accordingly, a separate City bidding process is not required for this purchase (Exhibit 2). If approved by the City Council, the City will purchase two John Deere TruFinish 1235 Electric Utility Rakes through the Sourcewell cooperative purchasing contract pursuant to the proposed Purchase Agreement. The total purchase price will not exceed $78,386.12.

Consequently, staff recommends approval of the purchase because the equipment will provide the Park Maintenance Division with dedicated, reliable equipment to maintain the City's athletic fields more efficiently, reduce reliance on rented equipment and manual maintenance, and improve the City's ability to keep its recreational facilities safe, functional, and ready for community use.

V. FISCAL IMPACT

Funding for this purchase is included in the City’s adopted FY 2026-27 operating budget under Account No. 101-90-970-105-8004. No additional appropriation is required.

VI. EXHIBITS

1. Purchase Agreement
2. Purchase Waiver
3. John Deere TruFinish 1235- Electric Utility Rake- Photos

Attachments

JOHN DEERE PURCHASE AGREEMENT - SANDPROS - LM (2170273.2).pdf
DEERE AND CO - P. WAIVER (002) JT.pdf
John Deere TruFinish 1235- Electric Utility Rake- Photos.pdf

PURCHASE AGREEMENT
BY AND BETWEEN
THE CITY OF CARSON AND
DEERE & COMPANY

THIS PURCHASE AGREEMENT ("Agreement") is executed this _____ day of _____, 2026 ("Effective Date"), by and between the CITY OF CARSON, a California municipal corporation ("City"), and DEERE & COMPANY DBA JOHN DEERE, a Delaware corporation ("Seller"). City and Seller may be referred to, sometimes individually or collectively, as "Party" or "Parties."

1. Purchase and Sale of Goods. On and subject to the terms and conditions set forth in this Agreement, Seller agrees to sell and deliver to City and City agrees to purchase and accept from Seller the John Deere TruFinish 1235 Electric Utility Rakes described herein and specified in Exhibit "A" attached hereto and incorporated herein by this reference ("Goods"), for the total purchase price ("Purchase Price") set forth in Section 3.

2. Description of Goods. The Goods being sold by Seller to City consists of two (2) John Deere TruFinish 1235 Electric Utility Rakes, as described herein and as specified in Exhibit "A."

3. Purchase Price. The total Purchase Price which City agrees to pay to Seller for purchase and sale of the Goods and their delivery is not to exceed **Seventy-Eight Thousand Three Hundred Eighty-Six Dollars and Twelve Cents ($78,386.12)**, as provided in further detail in Exhibit "A."

4. Term. The term of this Agreement shall expire after City's acceptance of the Goods and City's payment therefor following Seller's submission of the requisite invoice, subject to any applicable warranty of the Goods.

5. Representations and Warranties of Seller. Seller makes the following representations and warranties to City:

5.1. Authority and Consents. Seller has the right, power, legal capacity and authority to enter into and perform its obligations under this Agreement. No approvals or consents of any persons are necessary in connection with Seller's execution, delivery, and performance of this Agreement, except for such as have been obtained on or prior to the date hereof. The execution, delivery, and performance of this Agreement by Seller have been duly authorized by all necessary action on the part of Seller and constitute legal, valid and binding obligations of Seller, enforceable against Seller in accordance with their respective terms.

5.2. Title and Operating Condition. Seller has good and marketable title to the Goods. The Goods are free and clear of any restrictions on or conditions to transfer or assignment, and City will acquire absolute title to the Goods free and clear of mortgages, liens, pledges, charges, encumbrances, equities, claims, covenants, conditions and restrictions except for such as may be created or granted by City. The Goods are in conformity with the manufacturer's

specifications, descriptions, representations and warranties. Seller is aware that City is purchasing the Goods for use in City's operations and that City is relying on Seller's warranties that the Goods are fit for this purpose and the ordinary purposes for which the Goods are normally used.

6. Time of Delivery. The date and time of delivery of the Goods shall be no later than 6 months following issuance of a Notice to Proceed by City's Contract Officer, or if elected by the City's Contract Officer, as otherwise requested by the City, during City's business hours which are Monday through Thursday 7:00 am to 3:30 pm. In the latter case, City will provide Seller with a scheduled delivery date for the site listed in Section 7.

7. Place of Delivery. The Goods shall be delivered to City of Carson - Receiving Warehouse, 18620 S. Broadway, Building B, Gardena, CA 90248, and offloaded there by Seller. Seller may use the following Seller-contracted delivering dealer to complete this obligation: Arizona Machinery LLC, dba Stotz Equipment ("Delivering Dealer").

8. Title and Risk of Loss; Payment and Invoicing. Title to and the risk of loss, damage and destruction of the Goods shall remain with the Seller until after inspection and acceptance of the Goods by City, and payment by City of the Purchase Price. Seller shall invoice City in the amount of the Purchase Price for purchase of the Goods, and City shall remit payment by no later than forty-five (45) days after City's acceptance of the Goods. If directed by Seller in the invoice, the payment may be mailed or submitted initially to Delivering Dealer for subsequent transmittal to Seller, but in all cases the payment will be made out to and ultimately remitted to Seller.

9. Inspection. After delivery of the Goods, City shall inspect the Goods within a reasonable time not to exceed thirty (30) days and provide written notice to the Seller specifying any defects or other objections, unless City intends to accept the Goods in whole, in which case no notice will be necessary. Acceptance of the Goods, whether in whole or in part, shall not be deemed a waiver of any defects identified by the City, nor any defects later discovered by the City, and specified to the Seller in writing.

10. No Replacements or Cures. This Agreement calls for strict compliance. Seller expressly agrees that both the Goods tendered and the tender itself will conform fully to the terms and conditions of the Agreement on the original tender. In the event of rejection by City of the whole of the Goods or any part thereof, City may, but is not required to, accept any substitute performance from Seller or engage in subsequent efforts to effect a cure of the original tender by Seller.

11. Insurance Coverages.

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

(a) Commercial General Liability Insurance. A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than

$1,000,000.00 per occurrence or if a general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement, 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 and Delivering Dealer as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors and Delivering Dealer shall be subject to all of the requirements stated herein.

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

11.2 General Insurance Requirements. All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Seller's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. The insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, Seller shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section to the Contract Officer. No work or services under this Agreement shall commence until Seller has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City. The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A-" or better in the most recent edition of Best Rating Guide, The

Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the City's Risk Manager or other designee of the City due to unique circumstances.

12. Indemnification. Seller agrees to defend, indemnify, protect and hold harmless the City, its officers, officials, employees, agents and volunteers from and against any and all claims, demands, losses, damages, costs and liability of any kind or nature (including reasonable attorney's fees) which the City, its officers, officials, employees, agents or volunteers may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property (i) arising out of or from the Goods or delivery of the Goods, and (ii) to the extent arising from (a) Seller's or Delivering Dealer's negligent acts, omissions or willful misconduct, (b) Seller's or Delivering Dealer's ownership or possession of the Goods during any period ending on or prior to the Effective Date, (c) Seller's replacement of the Goods or any part thereof pursuant to this Agreement, and (d) Seller's breach of any of its representations, warranties or covenants under this Agreement.

13. Remedies. The remedies and rights conferred on the City by this Agreement are in addition to and cumulative with all other remedies and rights accorded the City under law or equity. Without limiting the generality of the foregoing, Seller agrees that if there is any defect in the Goods, as determined in City's sole and absolute discretion, and upon written notice thereof given to Seller, Seller shall replace the defective Goods without delay or cost to the City. In the event of Seller's failure to replace the Goods within ten (10) calendar days after being notified of such defects, City is hereby authorized to contract with another party for the purchase of replacement of Goods, and Seller shall reimburse City for all such costs immediately upon demand.

14. Survival of Representations and Warranties. All representations, warranties, covenants and agreements of the Parties contained in this Agreement shall survive the execution, delivery and performance of this Agreement.

15. Assignment. This Agreement may not be assigned by Seller without the express written consent of City. This Agreement shall be binding on, and shall inure to the benefit of, the Parties to it and their respective heirs, legal representatives, successors and assigns. All Goods manufacturer's warranties shall be assigned to and turned over to the City.

16. Severability. If any provision of this Agreement is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the Parties that all other provisions of this Agreement be construed to remain fully valid, enforceable, and binding on the Parties.

17. Entire Agreement: Modification: Waiver. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and thereof and supersedes all prior and contemporaneous agreements, representations and understandings of the Parties, whether oral or written. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all the Parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.

18. Contract Officer. Modesto Bolanos, Park Maintenance Superintendent, or such person as may be designated by the City Manager is hereby designated as being the representative of the City authorized to act on its behalf with respect to this Agreement and to make all decisions in connection therewith ("Contract Officer").

19. Notices. All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the Party to whom notice is to be given, or on the third day after mailing if mailed to the Party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, and properly addressed as follows:

To Seller at: Deere & Company
2000 John Deere Run
Cary, NC 27513

To City at: City of Carson
701 East Carson Street
Carson, CA 90745
Attn: City Manager

Any Party may change its address for purposes of this paragraph by giving the other Party written notice of the new address in the manner set forth above.

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

Seller's Authorized Initials _____

21. Effects of Headings. The subject headings of the sections and subsections of this Agreement are included for convenience only and shall not affect or be considered in the construction or interpretation of any of its provisions.

22. Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile and electronic signatures shall be deemed the same as original signatures.

23. Governing Law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California as applied to contracts that are executed and performed entirely in California.

24. Termination. City may terminate this Agreement for any reason whatsoever, prior to delivery of the Goods and City's payment of the Purchase Price therefor as set forth herein.

25. Venue. All proceedings involving disputes over the terms, provisions, covenants or conditions contained in this Agreement and all proceedings involving any enforcement action related to this Agreement shall be initiated and conducted in the applicable court or forum in Los Angeles County, California.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties to this Agreement have duly executed it on the day and year first above written.

CITY:

CITY OF CARSON, a California municipal corporation

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
[brj;pks]

SELLER:

DEERE & COMPANY DBA JOHN DEERE, a Delaware corporation

_____
Name:
Title:

_____
Name:
Title:
Address: 2000 John Deere Run
Cary, NC 27513

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

EXHIBIT A

DESCRIPTION OF GOODS AND PRICING

JOHN DEERE

STOTZ EQUIPMENT

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):	ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Deere & Company	Stotz Equipment
2000 John Deere Run	4811 Brooks Street
Cary, NC 27513	Montclair, CA 91763
FED ID: 36-2382580	909-626-8586
UEID: FNSWEDARMK53	salesleads@stotzeq.com

Quote Summary

Prepared For:
CITY OF CARSON
701 E CARSON ST
CARSON, CA 90745
Business: 310-952-1758
MBOLANOS@CARSONCA.GOV

Delivering Dealer:
Stotz Equipment
Zachary Moore
4811 Brooks Street
Montclair, CA 91763
Phone: 909-626-8586
Mobile: 909-664-3209
zmoore@stotzeq.com

Customer agrees to read Operator's Manual before operation of equipment.

Quote Id: 33750896
Created On: 30 June 2026
Last Modified On: 30 June 2026
Expiration Date: 28 August 2026

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE TruFinish™ 1235 Electric Utility Rake **Contract:** Sourcewell Grounds Maint 112624-DAC (PG NB CG 70) **Price Effective Date:** June 29, 2026	$ 35,464.08 X	2 =	$ 70,928.16
Equipment Total			**$ 70,928.16**

Trade In Total **$ 0.00**

* Includes Fees and Non-contract items

Quote Summary	
Equipment Total	$ 70,928.16
Trade In	
SubTotal	**$ 70,928.16**
Sales Tax - (10.50%)	$ 7,447.46
ca tire fee	$ 10.50
Total	$ 78,386.12
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	**$ 78,386.12**

Salesperson: X_____ **Accepted By: X**_____

Confidential

JOHN DEERE

STOTZ EQUIPMENT

Selling Equipment

Quote Id: 33750896 **Customer Name:** CITY OF CARSON

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Stotz Equipment
4811 Brooks Street
Montclair, CA 91763
909-626-8586
salesleads@stotzeq.com

JOHN DEERE TruFinish™ 1235 Electric Utility Rake

Contract: Sourcewell Grounds Maint 112624-DAC (PG NB CG 70)

Price Effective Date: June 29, 2026

Selling Price *
$ 70,928.16

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
4330TC	TruFinish™ 1235 Electric Utility Rake	2	$ 36,942.00	24.00	$ 8,866.08	$ 28,075.92	$ 56,151.84
	Standard Options - Per Unit						
001A	US/Canada	2	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
183N	183N JDLink™ Modem	2	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
0443	ALL OTHER COUNTRIES (ENGLISH/SPANISH)	2	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
1001	Rear Frame	2	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
1192	Drive Kit - 3WD Assist	2	$ 5,714.00	24.00	$ 1,371.36	$ 4,342.64	$ 8,685.28
2002	60 In. Field Finisher	2	$ -30.00	24.00	$ -7.20	$ -22.80	$ -45.60
3001	(3) Turf Tires and Wheels	2	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
9011	Mid-Mount Base	2	$ 822.00	24.00	$ 197.28	$ 624.72	$ 1,249.44
9013	Narrow Interval Scarifier Tines	2	$ 996.00	24.00	$ 239.04	$ 756.96	$ 1,513.92
9020	40 In. Front Blade	2	$ 975.00	24.00	$ 234.00	$ 741.00	$ 1,482.00
9030	60 In. Front Aluminum Blade	2	$ 389.00	24.00	$ 93.36	$ 295.64	$ 591.28
	Standard Options Total		**$ 8,866.00**		**$ 2,127.84**	**$ 6,738.16**	**$ 13,476.32**
	Dealer Attachments/Non-Contract/Open Market						
1234	open market ballest weight	2	$ 650.00	0.00	$ 0.00	$ 650.00	$ 1,300.00
	Dealer Attachments Total		**$ 650.00**		**$ 0.00**	**$ 650.00**	**$ 1,300.00**
Total Selling Price			**$ 46,458.00**		**$ 10,993.92**	**$ 35,464.08**	**$ 70,928.16**

Pricing is per Sourcewell Grounds Maintenance Contract 112624-DAC (PG NB CG 70).

Purchasing Division
701 E. Carson Street
Carson, CA 90745

Purchasing Waiver

In compliance with Chapter 6 (Purchasing System) of Article II (Administration) of the Carson Municipal Code (CMC), Staff are seeking to exercise waiver of the following requirements (check all that apply):

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

Waiver is being recommended pursuant to the following exception as identified in CMC Section 2611:

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

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

Awarding Agency: Sourcewell

Vendor: Deere and Company

Contract #: 112624-DAC

Solicitation #: 112624

Contract Effective Date: 11/26/24

Contract Expiration: 01/31/2029

Specify the purchase details:

Amount: $78,362.12

Vendor: Deere and Company

Written justification/description of purchase:

The Park Maintenance Division of the Department of Community Services, is responsible for maintaining the landscaped areas and grounds at the City's parks, recreational facilities, City Hall, the Corporate Yard, and the Carson Event Center. To enhance its operational efficiency and reduce dependence on rented equipment, staff is recommending the purchase of two (2) Trufinish 1235 Electric Utility Rakes

**Attach all relative documentation including, but not limited to vendor quote, statement of sole source justification on vendor letterhead, master contract agreement, etc.*

Authorized Department Staff:

Signature: for Mike Whittiker

Date: 8-11-26

Name/Title: Michael Whittiker Director C.S / R. / P.M.

Purchasing:

08/18/2026

Josilla Togiola, Purchasing Manag

JOHN DEERE

STOTZ EQUIPMENT

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Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Stotz Equipment
4811 Brooks Street
Montclair, CA 91763
909-626-8586
salesleads@stotzeq.com

Quote Summary

Prepared For:
CITY OF CARSON
701 E CARSON ST
CARSON, CA 90745
Business: 310-952-1758
MBOLANOS@CARSONCA.GOV

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Trade In Total **$ 0.00**

* Includes Fees and Non-contract items

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ca tire fee	$ 10.50
Total	$ 78,386.12
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	**$ 78,386.12**

Salesperson: X_____ **Accepted By: X**_____

JOHN DEERE

STOTZ EQUIPMENT

Selling Equipment

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Price Effective Date: June 29, 2026

Selling Price *
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* Price per item - includes Fees and Non-contract items

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	Dealer Attachments Total		**$ 650.00**		**$ 0.00**	**$ 650.00**	**$ 1,300.00**
Total Selling Price			**$ 46,458.00**		**$ 10,993.92**	**$ 35,464.08**	**$ 70,928.16**

Docusign Envelope ID: 319B2E9F-A009-4F98-AFFC-D9F5A544BB85

Sourcewell

MASTER AGREEMENT #112624
CATEGORY: Grounds Maintenance Equipment and Related Attachments
SUPPLIER: Deere & Company

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Deere & Company, 2000 John Deere Run, Cary, NC 27513 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1:
General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.

2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.

3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.

4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.





TechControl-Driven Consistency

The TechControl display puts job quality and machine oversight in the hands of the supervisor. Passcode-protected, adjustable settings maintain consistent results while unlocking multiple features



Enhanced Operator Station

Updated styling and a newly redesigned operator station provide better comfort and functionality.



Boosted Traction Capability

Electronic differential lock delivers added traction at the push of a button for moving heavy material.

CITY OF CARSON

701 East Carson Street

Report to Honorable Mayor and City Council

Tuesday, September 15, 2026, 5:00 PM

CONSENT 28.

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 OPERATIONS AND MAINTENANCE AGREEMENT WITH LOS ANGELES COUNTY SANITATION DISTRICT NO. 2 FOR PROJECT NO. 1515 - CARSON STORMWATER CAPTURE FACILITY AT CARRIAGE CREST PARK (CITY COUNCIL)

I. SUMMARY

The City of Carson entered into agreements with the County Sanitation District of Los Angeles County to design, construct, and provide interim operation and maintenance services for the Carriage Crest Park Stormwater Capture Facility. The grant-funded Facility helps the City meet its stormwater permit and Enhanced Watershed Management Program (EWMP) requirements and provides approximately $21 million in compliance credit without the use of City General Fund dollars. Due to delays encountered during construction and startup, the Operations and Maintenance (O&M) Agreement has been extended through three amendments and one letter agreement and is currently scheduled to expire on September 30, 2026. Although the Facility has been operational since May 18, 2026, final acceptance has not occurred because there was insufficient rainfall during the most recent wet-weather season to complete the required performance demonstration. The proposed Amendment No. 4 would extend the O&M Agreement through June 30, 2027, allowing the District to continue interim operation and maintenance services, complete the required wet-weather performance testing when sufficient rainfall occurs, and assist the City with transitioning the Facility to its long-term operation and maintenance service provider.

Consequently, staff recommends that the City Council approve the proposed Amendment No. 4 and authorize the Mayor to execute the amendment, allowing the City to complete the required performance testing and transition the Facility to long-term operations and maintenance.

II. RECOMMENDATION

TAKE the following actions:

1. APPROVE the proposed Amendment No. 4 to the Operations and Maintenance Agreement between the City of Carson and Los Angeles County Sanitation District No. 2 for Project No. 1515 - Carson Stormwater Capture Facility at Carriage Crest Park, extending the term of the agreement through June 30, 2027; and,
2. AUTHORIZE the Mayor to execute the proposed Amendment No. 4, subject to approval as to form by the City Attorney.

III. ALTERNATIVES

1. DO NOT APPROVE the proposed Amendment No. 4 to the Operations and Maintenance Agreement between the City of Carson and Los Angeles County Sanitation District No. 2 for Project No. 1515 -

Carson Stormwater Capture Facility at Carriage Crest Park, which would extend the term of the agreement through June 30, 2027.

2. TAKE any other action the City Council deems appropriate, consistent with applicable law.

IV. BACKGROUND

The City is responsible for complying with state and regional requirements intended to reduce pollutants carried by stormwater into local waterways. The City participates in the South Santa Monica Bay Watershed Management Group and the Dominguez Channel Watershed Management Group, including implementation of the Dominguez Channel Enhanced Watershed Management Program (EWMP). The EWMP provides a coordinated regional approach for meeting stormwater requirements and allows participating agencies additional time to achieve certain water-quality standards, provided they demonstrate continued progress toward funding and constructing projects that reduce stormwater pollution.

The City's participation in the EWMP has provided significant financial and regulatory benefits. One of the City's major compliance projects is the Carriage Crest Park Stormwater Capture Facility, which was constructed beneath the park's ball field to capture and treat stormwater and dry-weather runoff before pollutants can reach the Wilmington Drain and Machado Lake. The project helps satisfy the City's stormwater permit obligations and is credited with reducing the City's overall estimated EWMP compliance obligation by approximately $21 million. The Facility was constructed using grant funding, with no City General Fund funding used for construction. To implement the project, the City entered into an agreement with the County Sanitation District of Los Angeles County (District) to design and construct the underground stormwater capture facility. The Facility is now substantially complete and has operated intermittently to capture and treat dry-weather flows and stormwater runoff. The Facility is considered to have been placed into operation on or before May 18, 2026.

The City also entered into an Operations and Maintenance (O&M) Agreement with the District (Exhibit No. 1). The agreement provides for the District to assist with startup and temporarily operate and maintain the Facility following construction. This interim arrangement was intended to ensure that the Facility operates properly while the City prepares to transition responsibility for long-term operations and maintenance to a City-procured service provider.

PREVIOUS EXTENSIONS AND FACILITY IMPROVEMENTS

Completion and startup of the Facility took longer than originally anticipated due to circumstances encountered during construction. As a result, the City and the District have extended the O&M Agreement several times so the District could continue providing startup assistance and interim maintenance services. To date, the agreement has been modified through three amendments and one letter agreement, resulting in a current expiration date of September 30, 2026.

In addition to extending the agreement, Amendment No. 2, effective September 30, 2023, expanded the District's responsibilities to include modifications intended to address flooding affecting the Facility's underground equipment vaults. Amendment No. 2 also established the performance criteria the Facility must successfully demonstrate before the City completes final acceptance of the project.

Amendment No. 3, effective September 2, 2025, subsequently addressed changes resulting from the City's separate Carriage Crest Park Expansion Project. That project affected grading and drainage improvements previously constructed by the District to reduce the amount of surface water entering the underground equipment vaults. Amendment No. 3 confirmed that the District had satisfactorily completed their required grading and drainage work and that the City would assume responsibility for changes to site conditions resulting from the park expansion project.

REQUIRED FACILITY PERFORMANCE DEMONSTRATION

Although the Facility is operational, one important step remains before final acceptance: completion of the required Facility Demonstration. In simple terms, the Facility must operate successfully under specified wet-weather conditions to demonstrate that it performs as intended. Under Section 1.7.7 of the O&M Agreement, the Facility must operate for five days following either a rainfall event of at least 0.89 inches within a 24-hour period or cumulative rainfall of at least 3.25 inches during the wet-weather season, which is defined as October 15 through April 15.

The required demonstration could not be completed during the most recent wet-weather season because there was not a qualifying rainfall event. This circumstance was outside the control of both the City and the District. As a result, while the Facility is operational, the required wet-weather performance testing necessary for final acceptance remains outstanding.

PROPOSED AMENDMENT NO. 4

The current O&M Agreement expires on September 30, 2026. Because another wet-weather season is necessary to provide an opportunity to complete the required Facility Demonstration, staff recommends approval of the proposed Amendment No. 4, which would extend the agreement through June 30, 2027 (Exhibit No. 2). The proposed extension will allow the District to continue providing interim operation and maintenance services during the upcoming wet-weather season and provide an opportunity to complete the required performance demonstration when sufficient rainfall occurs. This will allow the City to verify that the Facility performs in accordance with the requirements of the O&M Agreement before completing final acceptance. The extension will also provide the City additional time to procure a qualified long-term operation and maintenance service provider. Maintaining the District's involvement during this period will help prevent a gap in Facility operations and allow for an orderly transfer of operational knowledge and responsibilities from the District to the City's selected service provider. Approval of the proposed Amendment No. 4 therefore accomplishes three important objectives: it maintains uninterrupted operation and maintenance of the Facility, provides another wet-weather season to complete the required performance testing, and allows sufficient time for the City to establish permanent operation and maintenance services.

Consequently, staff recommends that the City Council approve the proposed Amendment No. 4 to the Operations and Maintenance Agreement with the County Sanitation District of Los Angeles County, extending the agreement through June 30, 2027, and authorize the Mayor to execute the amendment following approval as to form by the City Attorney.

V. FISCAL IMPACT

There is no additional fiscal impact associated with the recommended action. The proposed Amendment No. 4 is a time extension only, extending the term of the existing Operations and Maintenance Agreement through June 30, 2027. Accordingly, no additional funding or budget appropriation is requested as part of this staff report.

VI. EXHIBITS

1. Original O&M Support Agreement
2. O&M Support Agreement Amendment No. 4

Attachments

1. Original O&M Support Agreement
2. O&M Support Agreement Amendment No. 4

O&M SUPPORT AGREEMENT – STORMWATER CAPTURE FACILITY

(Carriage Crest Park)

This Operation and Maintenance Support Agreement for the Stormwater and Runoff Capture Facility at Carriage Crest Park ("**Agreement**") is entered into as of the date of the last signature set forth below ("**Contract Date**") and is between County Sanitation District No. 2 of Los Angeles County ("**District**") and the City of Carson ("**City**"). The District and the City are referred to collectively as "**Parties**" or each separately as a "**Party**."

A. The District is organized and exists pursuant to the County Sanitation District Act, California Health and Safety Code Section 4700 *et seq*. The District is the administrative district for the Los Angeles County Sanitation Districts ("**Districts**"), including County Sanitation District No. 8 of Los Angeles County, the district in which the project is located. Senate Bill 485 ("**SB 485**"), effective January 1, 2016, and codified as Health and Safety Code Section 4730.68, authorizes the Districts to provide certain stormwater services. The Districts do not have an independent source of revenue to devote to stormwater projects, and any District work on stormwater projects must be funded by the requesting parties.

B. The City is a municipal corporation that is required to manage stormwater within its boundaries and has decided to implement a project to construct a stormwater capture and diversion facility at and underneath Carriage Crest Park ("**Park**") in order to improve the water quality in the Machado Lake Watershed ("**Project**").

C. Under the Project, a Water Capture Facility is in the process of being constructed to divert stormwater and urban runoff, primarily from an existing storm drain culvert, to a below-ground water storage area located at the Park and then pump it to a sanitary sewer. The Water Capture Facility (***sometimes,*** "**Facility**") includes the structures, mechanical and electrical equipment, and instrumentation between and including, the diversion structure at the culvert and the junction structure on the sanitary sewer. It includes the electrical equipment and control panels directly related to equipment associated with the Water Capture Facility. It does not include the electrical building itself, equipment such as the security system or air conditioner located within that building, or structures related to the Park or ball fields.

D. The Project also replaced the ball fields and landscaping areas affected by the construction. Those areas and improvements such as sidewalks, fences, and site lighting are not part of the Water Capture Facilities.

E. The City entered into a *Cooperative Implementation Agreement* with the State of California, Department of Transportation ("**Caltrans**") effective June 8, 2016 for the implementation of the Project ("**Caltrans Agreement**"), attached as Exhibit 1. Under the Caltrans Agreement, Caltrans contributed $13 million to the City for the Project. Under the Caltrans Agreement, the City will be responsible for all management, maintenance and operation, including costs of the constructed Water Capture Facility.

F. The Parties subsequently entered into a Stormwater Project Services Agreement effective July 19, 2016 to provide project management, preliminary engineering study,

environmental documentation, permit applications, design, and construction management for the Project ("**Project Agreement**"), attached as Exhibit 2.

G. Using contract documents prepared under the Project Agreement, the City solicited proposals for the fabrication and delivery to the job site of precast stormwater storage units to be installed by a construction contractor. The City subsequently entered into a contract with StormTrap on November 14, 2017 for the supply of the precast stormwater storage equipment.

H. The City entered into a Memorandum of Understanding with the County of Los Angeles ("**County**") effective February 5, 2018, to construct, operate and maintain Water Quality Improvements at the Park ("**County MOU**"), attached as Exhibit 3. Under the County MOU, the County agreed to contribute up to a total amount of $5,720,000 in Fiscal Years 2018-2019 and 2019-2020 to finance the capital cost of the Project and annual funding of 44% of the Operation and Maintenance costs of the Water Quality Improvements (also referred to herein as Water Capture Facility or Facility).

I. As required by the County MOU, the City entered into a Use and Maintenance Agreement with the Los Angeles County Flood Control District ("**County Flood Control**"), in July 2018, to construct, operate and maintain approximately 200 feet of a storm drain owned and operated by County Flood Control as a means of diverting stormwater and urban runoff into the Water Capture Facility ("**Flood Control Agreement**"), attached as Exhibit 4.

J. An Industrial Waste Discharge Permit ("**IW Permit**") was issued by the Districts on January 17, 2019 to allow the Water Capture Facility to discharge to the Districts' sanitary sewer. The IW Permit was amended on April 28, 2021 to reflect the specific equipment installed on the Project and is attached as Exhibit 5. The IW Permit has an expiration date of January 16, 2024 and may be renewed, revised, or amended in accordance with Districts' policies.

K. Using the contract documents prepared under the Project Agreement, the City advertised an Invitation to Bid for the project construction, which included the construction of a diversion structure at the County Flood Control culvert, the supply and installation of a pretreatment device, installation of the City-furnished precast stormwater storage units, construction of a below-ground pump station, construction of a junction structure to connect to the Sanitation Districts' trunk sewer, restoration of the ball fields and landscaping directly affected by the construction, and all additional civil, mechanical, and electrical work associated with the Project, including the installation of a new electrical transformer and meter to supply power to the Water Capture Facility.

L. The City subsequently entered into a contract with OHL USA for the Project construction on April 19, 2018. A Notice to Proceed with construction was issued in May 2018. At that time, the Project was scheduled to be completed in December 2019.

M. Due to construction challenges, the Project has been significantly delayed, with an anticipated completion date not earlier than December 1, 2021. The challenges to construction completion include:

- Rain delays occurring primarily in the winter of 2018/2019;
- Delays associated with the contractor's design and implementation of the shoring system associated with the main excavation;
- Characterization and management of contaminated soil;
- Various contractor-related productivity issues.

N. The Project Agreement was amended in January 2020 to increase the project budget as a result of the construction delays and noted that the City expects to receive municipal return funds from Los Angeles County's Safe Clean Water Program, some of which may be used for this Project and operation and maintenance expenditures related to the Facility. Amendment No. 1 to the Stormwater Project Services Agreement is attached as Exhibit 6.

O. The County MOU and County Maintenance Agreement both require the City to prepare an operation and maintenance manual ("**O&M Manual**") describing in detail the operation and maintenance requirements of various components of the Water Capture Facility.

P. The Water Capture Facility is owned, and will be operated, and maintained by the City in accordance with the O&M Manual and IW Permit upon completion of the Project construction.

Q. The Parties intend by this Agreement for the District to assist with the startup and initial operation and maintenance of the Water Capture Facility, as described herein. In general, the City intends for the District to assist with or perform O&M services on the pump station and control elements related to the Facility and intends to use City contractors for maintenance of the gravity storm drain portions of the Facility.

R. The Parties intend that all work performed under this Agreement will be paid for by the City, which will apply for reimbursement from the County of Los Angeles under the County MOU and the Safe Clean Water Program.

Therefore, the Parties agree as follows:

1. Scope of Services. The District shall, on a time and materials basis, assist the City, at the City's direction, in providing operations and maintenance (**"O&M"**) support for the Water Capture Facility at Carriage Crest Park in the City of Carson. The District shall perform the following services for the City in connection with the Water Capture Facility:

1.1 Initial Startup. The District shall provide support services related to the initial startup of the Water Capture Facility.

1.2 Preparation of O&M Work Plan. The District shall assist the City in defining the scope of the O&M requirements for the Water Capture Facility, including preparing an O&M Manual for the Water Capture Facility in accordance with the requirements of the County MOU, the County Maintenance Agreement, the IW Permit, and other relevant requirements.

1.3 Preparation of O&M Contract Specifications. The District shall assist the City in preparing contract documents for the City's use in procuring the services of an O&M contractor(s).

1.4 Interim O&M Services. If required due to the timing of the project startup and the City's contracting for O&M services, the District shall perform, or hire and manage the work of contractors to perform operation and maintenance services at the Water Capture Facility on a short term basis. The timeframe for direct O&M services provided by the District shall end no later than April 30, 2022 unless extended by mutual agreement. All portions of the Project that are not directly related to the Water Capture Facility, such as lighting, fencing, irrigation, landscaping, or ball fields, shall be understood to be outside the scope of this Agreement.

1.5 Interim Discharge Sampling. If required due to the timing of the project startup and the City's contracting for O&M services, the District shall perform, and/or hire and manage the work of consultants, contractors, or laboratories to perform sampling and associated laboratory analysis of discharges from the Water Capture Facility to the sanitary sewer, as required by the Industrial Waste Discharge Permit, and furnish that data to the City. The City shall be responsible for recording the flow data required under the IW Permit and submitting the analytical, flow, and maintenance data, and make all required payments in accordance with the Facility's IW Permit.

1.6 Controls and Telemetry As a condition of the IW Permit for the Water Capture Facility, the Facility includes a local control panel and cellular telemetry link to allow the Districts to remotely access the operation of the pumps that discharge to the sanitary sewer. Ports and a workstation have been provided for the City to install a similar parallel system to remotely access the facility. The District shall assist the City with operation and maintenance of the telemetry to Districts' facilities required by the IW Permit. The City shall be directly responsible for all costs associated with both telemetry systems.

2. Duration of Agreement. This Agreement shall become effective on the Contract Date and shall be effective through June 30, 2022 unless terminated early. This Agreement may be extended by mutual written agreement for a period not to exceed three years from the Contract Date.

3. Coordination with Project Agreement. This Agreement shall be understood to be a separate agreement from the Project Agreement. Regardless of the effective date of this Agreement, work will be performed under the Project Agreement through the end of project construction or until the expenditures approved by the City for that Agreement are reached, whichever is earlier, at which time work may immediately continue under this Agreement.

4. Coordination with Other Agreements. This Agreement is intended to cover technical assistance and other miscellaneous services which may be supplied by the District and its various departments and consultants. In the event that the District and the City are either parties to or subsequently enter into a separate contract for specific services included within the scope of this Agreement, those separate contracts shall control with respect to the scope of the duties of the Parties thereunder unless such contracts adopt the provisions of this Agreement by reference.

5. Facility Ownership. The Water Capture Facility is and will be owned by the City. The City shall be responsible for reviewing and approving the O&M work plan and bid documents and for advertising, bidding, and awarding the City's contracts for O&M service at the Water Capture Facility. The District will not own any part of the Water Capture Facility, such as the sewer junction structure at any time, unless otherwise specified in a separate agreement.

6. Deposit and Payment. The City shall pay the District on a time-and-materials basis, not to exceed $250,000, without further authorization from the City. The City shall deposit with the District an initial payment of $50,000 to be used toward any allowable costs of the Project.

7. Costs. Costs to be incurred by the District under this Agreement may include any of the following:

7.1 District staff costs, based on the Schedule of Fees provided in Exhibit 7 and subject to annual adjustment consistent with the District's salary and cost increases. Staff charges incurred prior to the Contract Date are reimbursable under this Agreement.

7.2 Materials costs, including supplies, copying, and mileage.

7.3 Equipment costs, including reasonable rental rates for equipment or tools used in directly performing O&M services.

7.4 Consultant, laboratory and legal fees, on a pass-through basis.

7.5 Any other costs incurred by the District directly related to the work performed under this Agreement.

8. Specific Exclusions. The following are specifically excluded:

8.1 Preparation and submittal of industrial waste reports or payments related to the discharge of captured water to the Districts' Trunk Sewer.

8.2 Costs to modify, alter, or repair any part of the Water Capture Facility or its components.

8.3 Costs associated with electrical power at the Water Capture Facility and costs related to telemetry equipment and service. Those payments shall be made directly by the City.

8.4 Operation and maintenance of any improvement not associated with the stormwater management function of the Water Capture Facility, such as: maintaining the exterior of the associated electrical building, security cameras, or landscaping.

8.5 Management or oversite of any contractors hired by the City.

8.6 Any sort of security at the site.

9. Invoices. The District shall maintain itemized and detailed work or job records covering the cost of all functions and services performed under this Agreement, including salary, wages and other compensation for labor, supervision and planning, plus overhead, the reasonable rental value of all District-owned machinery and equipment, invoices for consultants, materials and supplies, reasonable handling charges, and all additional items of expense incidental to the performance of such function or service. The District shall furnish to the City an invoice for all work performed and expenses incurred during each calendar month. The invoice shall be itemized to show subtotals for each task that was active during the invoice period. The invoice will reflect the current overall balance, the charges to date for each task, and a work progress statement for each task, any payments made by the City to date, any outstanding invoices and an amount due for replenishment of the balance.

9.1 Return of Deposit. Upon termination of this Agreement, the District shall prepare a final invoice. The District will, upon payment of the final invoice, refund to the City the balance of the deposit after deduction for any outstanding amounts due the District under this Agreement.

10. Disputes. The City shall independently review each invoice submitted by the District to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement and the applicable task. In the event any charges or expenses are disputed by the City, the invoice will be returned by the City to the District within 14 calendar days from date of receipt by the City for correction or clarification and resubmission. Review and payment by the City for any invoice provided by the District shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

11. Payment Terms. The City shall pay the District within 45 days after invoice. The City's duty to pay the District is not contingent upon reimbursement from any other party. The City shall be solely liable for all charges incurred by the District for the Project.

12. Termination. Notwithstanding the provision of Section 2 of this Agreement, either the City or the District may terminate this Agreement at any time by giving 30 days prior written notice of termination to the other Party.

13. Indemnity, Performance Warranty, and Limitation of Liability.

13.1 Indemnity. The City shall indemnify, defend, and hold harmless the District and its elected and appointed officers, employees and agents from and against any demands claims, actions, fees, costs and expenses (including attorney and cost of expert witness fees and costs of litigation) arising out of or relating to the Project or Water Capture Facility. Such indemnification will not cover any claim due to the sole negligence or willful misconduct of the District or its agents. The District shall indemnify, defend, and hold harmless the City and its elected and appointed officers, employees and agents from and against any demands claims, actions, fees, costs and expenses (including attorney and cost of expert witness fees and costs of litigation) arising out of or relating to any services provided under this Agreement, including, but not limited to, any services performed by its officers, employees, agents, subcontractors, or subconsultants. Such indemnification will not cover any claim due to the sole negligence or willful misconduct of the City or its agents.

13.2 Warranty and Limitation of Liability. The District warrants that all services will be provided in accordance with industry professional standards by similarly-qualified professionals. The City shall notify the District within 30 days if any services are claimed to be deficient. For any breach of this warranty, the City's exclusive remedy will be the District's re-performance and correction of the deficiency at District's cost. In no event will the District be liable to the City for the payment of any indirect, incidental, special, punitive, or consequential damages. The District's maximum liability for any damages arising out of or related to this Agreement shall be the amount paid by City to the District for the District's staff time and materials under this Agreement.

14. Insurance. Unless the District is self-insured in which event District shall provide City letters of self-insurance sufficient to evidence the coverages required in this Section 14, the District 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:

14.1 Commercial 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, either the general aggregate limit shall apply separately to this contract/location, or the general aggregate limit shall be twice the occurrence limit.

14.2 Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the District 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 District in the course of carrying out the work or services contemplated in this Agreement.

14.3 Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence basis for bodily injury and property damage in an amount not less than either (i) bodily injury liability limits of $100,000 per person and $300,000 per occurrence and property damage liability limits of $150,000 per occurrence or (ii) combined single limit liability of $1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars, and any other automobile.

14.4 Subcontractors. District shall include all subcontractors and subconsultants as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor and subconsultant. All coverages for subcontractors and subconsultants shall be subject to all of the requirements stated herein.

14.5 General Insurance Requirements. The comprehensive general liability and automobile 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 District's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. The insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the District shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 14.5 to the City. No work or services under this Agreement shall commence until the District 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.

14.6 Sufficiency of Carriers. 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.

15. Notices. All notices pursuant to this Agreement must be addressed as set forth below or as the Party may designate by separate written notice to the other Party. Notices must be sent prepaid through the United States mail with a courtesy copy by email. Notice will be deemed given two days after postmark. The Parties may also provide notices to each other by personal delivery or overnight courier and any notice so given will be deemed to have been given upon receipt.

If to District

By Personal Delivery or Overnight Carrier
County Sanitation District No. 2 of Los Angeles County
1955 Workman Mill Road
Whittier, CA 90601
Attn: Water Quality Section
Courtesy copy by email to: kruffell@lacsd.org

By U.S. Mail
County Sanitation District No. 2 of Los Angeles County
P.O. Box 4998
Whittier, CA 90607-4998
Attn: Water Quality Section

If to the City
City of Carson
701 E. Carson Street
Carson, CA 90745
Attention: Eliza Jane Whitman.
Courtesy copy by email to: ejwhitman@carsonca.gov

16. Authority. Each signatory of this Agreement represents that he or she is duly authorized to execute this Agreement on behalf of the Party for which he or she as signatory executes this Agreement. Each Party represents that it has the appropriate legal authority to enter into this Agreement and to perform all obligations under this Agreement.

17. Construction and Interpretation. Each of the Parties has been represented by counsel in the negotiation and drafting of this Agreement, which has been arrived at through negotiations. Each Party has had a full and fair opportunity to revise the terms of this Agreement. As a result, the normal rule of construction that any ambiguities are to be resolved against the drafting Party will not apply in the construction or interpretation of this Agreement, but instead the Agreement will be interpreted based on its fair meaning. Specific provisions of this Agreement will take precedence over conflicting general provisions.

18. Amendment. This Agreement may be amended or modified only by a written instrument executed by each of the Parties to this Agreement and approved by their respective governing boards unless otherwise specified herein. In the event one Party wishes to amend this Agreement, it will notify the other Party, and specify the section or sections it seeks to amend. The Parties will meet and confer in good faith concerning any proposed amendment.

19. No Partnership/No JPA. The District is acting as an independent contractor for the City for the purpose of this Agreement and the Project. The Parties do not intend by this Agreement to create a joint exercise of powers agreement, and the Parties do not intend by this Agreement to create a partnership or a joint venture of any sort.

20. Necessary Actions/Further Assurances. Each Party shall execute and deliver any necessary documents and instruments, and take any additional actions as may be reasonably required, to carry out the purposes of this Agreement.

21. No Third Party Beneficiaries. This Agreement does not create any right or interest in any non-Party, or in any member of the general public, or other governmental entity as a third party beneficiary, and the intent and effect of this Agreement is not to create any other private right of action or enforcement in any person not an express Party to this Agreement.

22. Severance. If any part of this Agreement is invalidated, set aside, modified or disapproved as a result of a judicial or administrative ruling or determination, the remainder of the Agreement shall remain in full force and effect, and the Parties shall fulfill their obligations under this Agreement consistent with the remainder of this Agreement.

23. Successors and Assigns. This Agreement will be binding on and inure to the benefit of the Parties' respective successors and assigns. No Party may assign its interests in, or obligations under, this Agreement without the written consent of the other Party, which consent may be

withheld at the sole discretion of either Party. No attempted assignment will be valid for any purpose unless approved by the other Party at its sole and absolute discretion.

24. Waivers. Waiver of any breach or default under this Agreement will not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this Agreement, and forbearance to enforce one or more of the remedies provided in this Agreement will not be deemed a waiver of that remedy.

25. Delegation to the Chief Engineer. The District's Chief Engineer is authorized to take all actions on behalf of the District in connection with any approvals, consents, or actions required of or by the District under this Agreement, including modifying the agreement duration or amendments thereto.

26. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original.

CITY OF CARSON

By: _____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
Aleshire & Wynder, LLP

By: _____
Sunny K. Soltani, City Attorney
[rjl]

COUNTY SANITATION DISTRICT NO. 2 OF LOS ANGELES COUNTY

By: _____
Chairperson

June 8, 2022

ATTEST:

_____
Secretary to the Board

APPROVED AS TO FORM:
Lewis Brisbois Bisgaard & Smith, LLP

By: _____
District Counsel

Exhibit 1
Cooperative Implementation Agreement
between the City and Caltrans

COOPERATIVE IMPLEMENTATION AGREEMENT

THIS AGREEMENT, ENTERED INTO EFFECTIVE ON June 08, 2016, is between the State of California acting by and through its Department of Transportation, referred to herein as CALTRANS and the CITY OF CARSON, a body politic and a municipal corporation (chartered City) of the State of California, referred to herein as "AGENCY". CALTRANS and AGENCY are together referred to as PARTIES.

RECITALS

1. CALTRANS and AGENCY, pursuant to California Streets and Highways Code (SHC) Sections 114 and 130, are authorized to enter into a Cooperative Agreement for improvements to the State Highway System (SHS) as a watershed stakeholder within AGENCY's jurisdiction.

2. As per Attachment IV of the Caltrans National Pollutant Discharge Elimination Permit Order 2012-0011-DQW (NPDES Permit), Section I.A, CALTRANS and AGENCY are to collaboratively implement the NPDES Permit requirements as they have been identified as stakeholders in the Total Maximum Daily Load (TMDL) for the CARSON WATER CAPTURE FACILITY (hereinafter referred to as "Water Capture Facility"). CALTRANS has agreed to contribute an amount not to exceed THIRTEEN MILLION (in English) Dollars ($13,000.000) to AGENCY for AGENCY to construct the Water Capture Facility, within the regional area under the jurisdiction of AGENCY to comply with the TMDL. The NPDES Permit (including Attachment IV) is located at: http://www.waterboards.ca.gov/water_issues/programs/stormwater/caltrans.shtm

3. AGENCY has agreed to implement Water Capture Facility Project (hereinafter referred to as the "PROJECT") subject to the terms and conditions of this Agreement including all attached hereto that are incorporated herein and made a part of this Agreement (collectively referred to as the "AGREEMENT").

4. AGENCY will be responsible for all management, maintenance and operations, including costs of the constructed Water Capture Facility.

5. CALTRANS will be credited with one (1) Compliance Unit (CU) for each Eighty Eight Thousand Dollars ($88,000) paid to AGENCY. A compliance unit is defined as one (1) acre of CALTRANS's Right-of-Way (ROW) from which the runoff is retained, treated, and/or otherwise controlled prior to discharge to the relevant reach. The financial equivalent as submitted by CALTRANS is One Hundred Seventy Six Thousand Dollars ($176,000) per CU. The State Water Resources Control Board ("State Water Board") is encouraging collaborative efforts and Cooperative Implementation Agreements, and uses a 50% discount for CU in dollars contributed to the Cooperative Implementation. This sets the CU equivalent at Eighty Eight Thousand Dollars ($88.000).

6. Cooperative Implementation has the following advantages: (i) allows for retrofit projects off the ROW, at locations that may otherwise have space, access, or safety limitations within the ROW; (ii) provides for the involvement of local watershed partners who have an interest and expertise in the best way to protect, manage, and enhance water quality in the watershed; (iii) allows for implementation of Best Management Practices (BMPs)

and other creative solutions not typically available to CALTRANS; (iv) allows for larger watershed-scale projects; and (v) leverages resources from other entities.

7. All services performed by AGENCY pursuant to this AGREEMENT are intended to be performed in accordance with all applicable Federal, State and AGENCY laws, ordinances, regulations, and CALTRANS published manuals, policies, and procedures. In case of conflict between Federal, State and AGENCY laws, ordinances, or regulations, the order of precedence applicability of these laws shall be Federal, State and then AGENCY laws and regulations, respectively.

8. Project funding is as follows:

FUND TITLE	FUND SOURCE	DOLLAR AMOUNT
SHA	**State of California**	**$13,000,000**

SECTION I

All sections of this agreement including the recitals are enforceable.

1. AGENCY has agreed to implement PROJECT in accordance with Attachment II-SCOPE SUMMARY. The SCOPE SUMMARY that is attached to and made a part of this AGREEMENT defines in detail the PROJECT's scope of work, description, timeline, location and budget.
2. AGENCY will be responsible for all management, maintenance and operations, including costs of the constructed Water Capture Facility.
3. AGENCY will develop and construct the Water Capture Facility in accordance with the applicable laws, policies, practices, procedures and standards. This applies to all procurements, including land acquisitions, licenses and permits.
4. AGENCY shall prepare initial engineering and geotechnical assessments, and detailed design as well as acquire environmental reviews and Right-of-Way need for the PROJECT. This work is the AGENCY equivalent to Caltrans process of Project Initiation Document (PID), Project Approval & Environmental Document (PA & ED) and Plans, Specification and Estimate (PS&E). AGENCY will pay for coordinate, prepare, obtain, implement, renew, and amend all any permits needed to complete the PROJECT. AGENCY will prepare CEQA environmental documentation to meet CEQA requirements.
5. AGENCY will advertise, open bids, award, and approve the construction contract in accordance with the California Public Contract Code and the California Labor Code and will be responsible for the administration, acceptance, and final documentation of the construction contract.
6. AGENCY shall be reimbursed for actual costs not exceeding the amount provided in the AGREEMENT herein
7. CALTRANS shall have the right to inspect the work to be performed hereunder at any time during its progress and to make final inspection upon completion thereof. Failure of CALTRANS to object within 30 days after final inspection shall indicate satisfactory performance of the AGREEMENT by AGENCY.
8. The total amount reimbursable to AGENCY pursuant to this AGREEMENT by CALTRANS shall not exceed $13,000,000 ("Contract Sum"). Costs incurred by AGENCY for PROJECT work under this AGREEMENT in excess of the Contract Sum will be borne by AGENCY. It is understood and agreed that this AGREEMENT fund limit is an estimate and that CALTRANS will only reimburse the cost of services actually rendered as authorized by the CALTRANS Contract Manager or designee at or below the fund limitation amount set forth in this AGREEMENT and in accordance with the Budget included in Attachment II.
9. All administrative draft and administrative final reports, studies, materials, and documentation relied upon, produced, created or utilized for PROJECT will be held in confidence to the extent permitted by law, and where applicable, the provisions of California Government Code section 6254.5(e) shall govern the disclosure of such

documents in the event said documents are shared between the Parties. Parties will not distribute, release, or share said documents with anyone without prior written consent of the party authorized to release said documents except: (i) to employees, agents, and consultants who require access to complete the work described herein this Agreement; or(ii) release is required or authorized by law.

10. HM-1 is defined as hazardous material (including but not limited to hazardous waste) that requires removal and disposal pursuant to Federal or State law, whether it is disturbed by PROJECT or not. HM-2 is defined as hazardous material (including but not limited to hazardous waste) that may require removal and disposal pursuant to Federal or State law, only if disturbed by PROJECT.

11. CALTRANS independent of PROJECT costs, is responsible for any HM-1 found within existing CALTRANS Right-of-Way (ROW). CALTRANS will undertake HM-1 management activities with minimum impact to PROJECT schedule and will pay all costs associated with HM-1 management activities.

12. CALTRANS has no responsibility for management activities or costs associated with HM-1 found outside the CALTRANS existing ROW. AGENCY, independent of PROJECT costs, is responsible for any HM-1 found within PROJECT limits outside existing CALTRANS ROW, and will pay, or cause to be paid, all costs associated with HM-1 management activities. AGENCY will undertake, or cause to be undertaken, HM-1 management activities with minimum impact to PROJECT schedule.

13. If HM-2 is found within the limits of PROJECT, the AGENCY responsible for advertisement, award, and administration (AAA) of the PROJECT construction contract will be responsible for HM-2 management activities. Any management activity cost associated with HM-2 is a PROJECT construction cost.

14. This AGREEMENT may only be amended or modified by mutual written agreement of the parties.

SECTION II – GENERAL PROVISIONS.

1. **TERMINATION**

A. This AGREEMENT may be terminated by PARTIES upon mutual written agreement. In the event of a termination CALTRANS will reimburse AGENCY all allowable, authorized, and non-cancelable obligations and prior costs incurred by AGENCY.

B. CALTRANS reserves the right to terminate this agreement before the AGENCY awards the construction contract or begins to do project work. CALTRANS will reimburse AGENCY reasonable, allowable, authorized and non-cancelled costs up to the date of termination that are attributable to the PROJECT.

C. This Agreement will terminate upon completion of PROJECT that all parties have met all scope, cost, and schedule commitments included in this agreement and have signed a closure statement, which is a document signed by the parties that verifies the completion of PROJECT, except for all indemnification, document retention, audit, claims, environmental commitment, legal challenge, hazardous material, operation, maintenance and ownership articles will remain in effect until terminated or modified in writing by mutual agreement.

D. AGENCY has sixty (60) days after the effective date of AGREEMENT termination, or such other time agreed upon in writing by PARTIES, to submit invoices to CALTRANS to make final allowable payments for Project costs in accordance to the terms of this AGREEMENT. Failure to submit invoices within this period may result in a waiver by AGENCY of its right to reimbursement of expended costs.

2. **BUDGET CONTINGENCY CLAUSE**

All OBLIGATIONS of CALTRANS under the terms of this Agreement are subject to the appropriation of resources by the Legislature, the State Budget Act authority. It is mutually agreed that if the State Legislature does not appropriate sufficient funds for the program, this Agreement shall be amended if possible to reflect any reduction in funds, but nothing herein obligates parties to provide additional funding or proceed if sufficient funding is unavailable

3. **ALLOWABLE COST, PAYMENTS AND INVOICING**

A. The method of payment for this Agreement will be based on actual allowable costs. CALTRANS will reimburse AGENCY for expended actual allowable direct costs and indirect costs, including, but not limited to labor costs, employee benefits, travel (overhead is reimbursable only if the Agency has an approved indirect costs allocation plan) and contracted consultant services costs incurred by AGENCY in performance of the PROJECT work, not to exceed the cost of the Contract Sum.

B. Reimbursement of AGENCY expenditures will be authorized only for those allowable costs actually incurred by AGENCY in the performance of the PROJECT WORK. AGENCY must not only have incurred the expenditures on or after the Effective Date of this AGREEMENT and before the Termination Date, but must have also paid for those costs to claim any reimbursement.

C. Travel, per diem, and third-party contract reimbursements are an OBLIGATIONS COST only after those hired by AGENCY to participate in OBLIGATIONS incur and pay those costs. Payments for travel and per diem will not exceed the rates paid rank and file state employees under current California Department of Human Resources rules current at the effective date of this Agreement.

D. CALTRANS will reimburse AGENCY for all allowable PROJECT costs no more frequently and no later than monthly in arrears and as promptly as CALTRANS fiscal procedures permit upon receipt of itemized signed invoices. Invoices shall reference this AGREEMENT Number and shall be signed and submitted to the Contract Manager at the following address:

California Department of Transportation
Division of Environmental Analysis – Stormwater Program
Attention: Constantine Kontaxis, MS 27
P.O. Box 942874
CA, 94271-0001

E. Invoices shall include the following information:

1) Invoice Cover Sheet The invoice cover sheet summarizes the previous, current and total amounts billed for the agreement. Details included on the cover sheet are:
   a. Invoice Date
   b. Contract Number
   c. Invoice Number
   d. Billing period (performance period), specified with beginning and ending dates. Best towards top of page.
   e. Brief description of the work performed
   f. Summary of total dollar amount billed to date
      i. Previous month invoice balance
      ii. Amount billed this month
      iii. Total amount billed including current invoice amount
   g. Total amount due
   h. Summary of charges
      i. Agency (city) Labor Costs
      ii. Sub-Vendor Labor Costs (consultant)
      iii. Sub-Vendor Direct Costs (materials, equipment, miscellaneous itemized costs)
      iv. Other Direct Costs
   i. Discounts (if applicable)
   j. Remittance information including name and address
   k. Agency Contract Manager's name, address and phone number
   l. Agency Contract Manager's signature and signature block
   m. Caltrans Contract Manager's name and address

n. Caltrans Contract Manager's signature block (optional)

2) Invoice and Supports

All invoice charges must match the rates on the contract cost proposal and personnel request. (Changes in billing rates must be approved BEFORE billing.) The Caltrans' Contract Manager needs an invoice with sufficient detail to verify the charges are allowable under the agreement with sufficient support to allow them to verify charges. Supporting documentation, such as receipts, is required for all costs included on the invoice that are not for hourly or sub-contract labor.

Agency labor charges need to show person's name, hours worked, billing rate and brief description of work performed. Supporting documents (timesheet or payroll report) need to be provided. These documents need to include:

a. Name (first and last)
b. Hours charged
c. Brief description -- identify the work is for the project funded by the Cooperative Implementation Agreement
d. Month, day and year of the charges
e. Worker and supervisor's signatures (Exceptions can be made for electronic timesheets.) All overtime must be approved in advance by the Caltrans Contract Manager

Direct costs (such as material costs, vehicle rental) are reimbursable. These costs need to be verified, therefore, a copy of the receipt, paid purchase order or other documentation that shows the items and cost needs to be attached to the invoice.

Agency personnel travel costs may be reimbursed according to the Consultant and Contractor travel guidelines located on the Caltrans' website at: **http://www.dot.ca.gov/hq/asc/travel/ch12/1consultant.htm.** Attached is the Travel Expense Claim (TEC) form.

Subcontractor costs are reimbursed after providing a copy of the paid invoice. This invoice needs to show the AGENCY contract manager reviewed and approved the payment. Caltrans requires its vendors to submit proof of costs incurred, such as timesheet or payroll records, travel reimbursement form (that includes the reason and dates for travel) with receipts, receipts for materials, lab services or other items) and assumes the agency has similar requirements that are documented.

3) Progress Reports

Each invoice needs to be accompanied by a Progress Report for the billing period. This report includes:

a. Work performed during the billing period (can be in a bullet format)

b. Contract progress estimate -- percentage of work completed (not dollar based)
c. Work anticipate during the next billing cycle (can be in a bullet format)
d. Total amount spent during the billing period (agency personnel, agency direct costs, subcontractor costs and total)
e. Total amount spent to date (agency, subcontractor, total)
f. Percentage of Caltrans Interagency Agreement (CIA) funds used to date. [Total (agency and subcontractor)/CIA not to exceed amount)]

4. **COST PRINCIPLES**

A. If PARTIES fund any part of OBLIGATIONS with state or federal funds, each PARTY will comply, and will ensure that any sub-recipient, contractor or subcontract hired to participate in OBLIGATIONS will comply with the federal cost principles of 2 CFR, Part 225, and administrative requirements outlined in 49 CFR, Part 18. These principles and requirements apply to all funding types included in this Agreement.

B. Any Project costs for which AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, and/or Part 48, Chapter 1, Part 31, are subject to repayment by AGENCY to CALTRANS. Should AGENCY fail to reimburse moneys due CALTRANS within thirty (30) days of discovery or demand, or within such other period as may be agreed in writing between the parties hereto, CALTRANS is authorized to intercept and withhold future payments due AGENCY from CALTRANS.

C. PARTIES will maintain and make available to each other all PROJECT related documents, including financial data, during the term of this AGREEMENT. PARTIES will retain all PROJECT-related records for three (3) years after the final voucher.

5. **MUTUAL INDEMNIFICATION**

Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by AGENCY, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon AGENCY under this Agreement. It is understood and agreed that AGENCY, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by AGENCY, its contractors, sub-contractors, and/or its agents under this Agreement.

6. **RETENTION OF RECORDS/AUDITS**

A. AGENCY, its contractors, subcontractors and sub-recipients shall establish and maintain an accounting system and records that properly accumulate and segregate incurred PROJECT costs. The accounting system of AGENCY, its contractors, all subcontractors, and sub-recipients shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of

completion, and provide support for reimbursement payment vouchers or invoices. All books, documents, papers, accounting records and other supporting papers and evidence of performance under this AGREEMENT of AGENCY, its contractors, subcontractors and sub-recipients connected with PROJECT performance under this AGREEMENT shall be maintained for a minimum of three (3) years from the date of final payment to AGENCY and shall be held open to inspection, copying, and audit by representatives of CALTRANS, the California State Auditor, and auditors representing the federal government during business hours with appropriate notice. Copies thereof will be furnished by AGENCY, its contractors, its subcontractors and sub-recipients upon receipt of any request made by CALTRANS or its agents. In conducting an audit of the costs and under this AGREEMENT, CALTRANS will rely to the maximum extent possible on any prior audit of AGENCY pursuant to the provisions of State and AGENCY law. In the absence of such an audit, any acceptable audit work performed by AGENCY's external and internal auditors may be relied upon and used by CALTRANS when planning and conducting additional audits.

B. AGENCY, its sub-recipients, contractors, and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other AGENCY of the State of California designated by CALTRANS, for the purpose of any investigation to ascertain compliance with this AGREEMENT.

C. This AGREEMENT be subject to a pre-award audit prior to execution of the AGREEMENT to ensure AGENCY has an adequate financial management system in place to accumulate and segregate reasonable, allowable and allocable costs.

D. CALTRANS, the state auditor, Federal Government, (if the PROJECT utilizes federal funds), will have access to all PROJECT-related records and any party hired by AGENCY to participate in PROJECT, for audit, examination, excerpt, or transcription.

E. The examination of any records will take place in the offices and locations where said records are generated and/or stored and will be accomplished during reasonable hours of operation.

F. Upon completion of the final audit, AGENCY has thirty (30) calendar days to refund or invoice as necessary in order to satisfy the obligation of the audit.

7. **DISPUTES**

A. PARTIES will first attempt to resolve Agreement disputes at the PROJECT team level. If they cannot resolve the dispute themselves, the CALTRANS Chief Environmental Engineer and the executive officer of AGENCY will attempt to negotiate a resolution.

B. If PARTIES do not reach a resolution, AGENCY' legal counsel will initiate mediation. PARTIESS agree to participate in mediation in good faith and will share equally in its costs.

C. Neither the dispute nor the mediation process relieves PARTIES from full and timely performance of OBLIGATIONS in accordance with the terms of this Agreement. However, if either PARTY stops fulfilling OBLIGATIONS, the other PARTY may seek equitable relief to ensure that OBLIGATIONS continue.

D. Except for equitable relief, no PARTY may file a civil complaint until after mediation, or 45 calendar days after filing the written mediation request, whichever occurs first.

E. PARTIES will file any civil complaints in the Superior Court of the county in which the CALTRANS district office signatory to this Agreement resides or in the Superior Court of the county in which the PROJECT is physically located. The prevailing PARTY will be entitled to an award of all costs, fees, and expenses, including reasonable attorney fees as a result of litigating a dispute under this Agreement or to enforce the provisions of this article including equitable relief.

F. Additional Dispute Remedies. PARTIES maintain the ability to unanimously pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.

8. RELATIONSHIP OF PARTIES

It is expressly understood that this AGREEMENT is an agreement executed by and between two independent governmental entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of an independent party.

9. NOTIFICATION OF PARTIES

A. AGENCY Project Manager name, title and phone number

B. CALTRANS's Contract Manager name, title and phone number

C. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and received by the parties at their respective addresses:

City of Carson
Maria Slaughter – Director of Public Works
701 E Carson St.
PO Box 6234
Carson, CA 90745

California Department of Transportation
043/Environmental
Attention: Constantine N. Kontaxis
1120 N. St. MS 27
Sacramento, CA 95814
Mail to: P.O. Box 942874, 92427

SECTION III - ATTACHMENTS

The following attachments are incorporated into and are made a part of this AGREEMENT by this reference and attachment.

I. AGENCY Resolution, Certification of Approval, order, motion, ordinance or other similar document from the local governing body authorizing execution of the agreement

II. Scope of Work, Description, Timeline, Location and Budget

SECTION IV- SIGNATURES

Signatories may execute this AGREEMENT through individual signature pages provided that each signature is an original. This AGREEMENT is not fully executed until all original signatures are attached. PARTIES are empowered by California Streets and Highways Code (SHC) sections 114 and 130 to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and covenant to have followed all the necessary legal requirements to validly execute this AGREEMENT.

AGENCY

By: _____
Albert Robles, Chairman

ATTEST:

By: _____
Donesia L. Gause, CMC
Agency Secretary

APPROVED AS TO FORM:
Aelshire & Wynder, LLP

By: _____
for Sunny K. Soltani, Agency Counsel

DEPARTMENT TRANSPORTATION

Signature _____ Date 6-20-16

Print Name Constantine D. Kontos Title Waterfront Manager

ATTACHMENT II – SCOPE SUMMARY

Carson Water Capture Project

Description and Scope of Work

The City of Carson is now a member of the Dominguez Channel Watershed Management Area Group. An Addendum to Enhanced Watershed Management Program for the Dominguez Channel Watershed Management Area Group to incorporate Carson was approved by the Los Angeles Regional Water Quality Control Board (Los Angeles Regional Water Board, or Regional Board) on April 21, 2016. This Addendum includes the portions of Carson that discharge directly to Machado Lake (560.8 acres) and indirectly to Machado Lake through the Wilmington Drain (657.7 acres). The Basin Plan defines the beneficial use of Machado Lake as Warm Freshwater Habitat (WARM), Wildlife Habitat (WILD), Wetlands Habitat (WET), Water Contact Recreation (REC1), and Non-Contact Water Recreation (REC2). Beneficial uses for Wilmington Drain are not specifically defined in the Basin Plan. However, based on the tributary rule, they are assumed to be the same as Machado Lake. Three TMDLs have been adopted for Machado Lake: a Trash TMDL, a Nutrient TMDL, and a Pesticides and PCBs TMDL. The City of Carson is subject to all three TMDLs. The Reasonable Assurance Analysis (RAA) prepared for the Enhanced Watershed Management Program for the Dominguez Channel Watershed Management Area Group, which includes the Machado Lake Watershed, indicates that the limiting pollutant for the Wilmington Drain is nutrients.

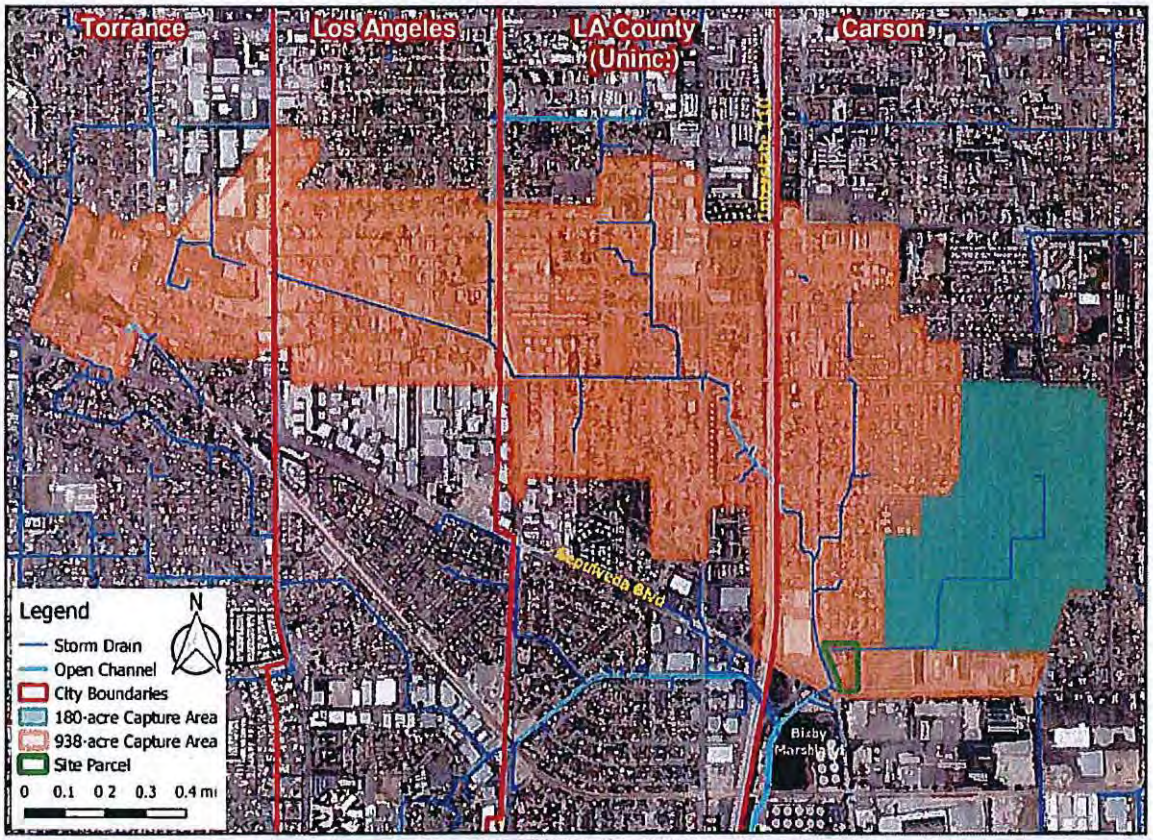
The Watershed Management Area Group has decided to address water quality impairments through a combination of institutional BMPs, low impact development, green streets, and regional BMPs. One of the regional BMPs in the Addendum to Enhanced Watershed Program for the Dominguez Channel Watershed Management Area Group that incorporated Carson is Carriage Crest Park. It was identified as a high priority site for a regional stormwater capture project due to its proximity to two large storm drains with a total drainage area of 1,118 acres. This area discharges to Machado Lake via the Wilmington Drain. The original concept for this project was to capture all dry-weather runoff and the 85th percentile, 24-hour runoff event from a 180-acre drainage area entirely within the City of Carson, as well as all dry-weather flows from a 938-acre drainage area that includes acreage in the City of Carson, the City of Los Angeles, the City of Torrance, and unincorporated Los Angeles County. This concept would require two separate diversion structures. An alternative design that would use a single diversion structure that would capture discharges from both the 180-acre and the 938-acre drainage areas, and maximize the total runoff captured from the combined drainage area, has been proposed and discussed with Regional Water Board staff.

The original concept for this project was to capture water in an off-line cistern below the ball field at Carriage Crest Park and to infiltrate the captured water into a perched aquifer. Preliminary investigation indicated that infiltration may not be a viable option. An alternative and preferable plan is now under development. Rather than attempting to infiltrate the captured water, the water will either be treated for irrigation uses on the park or be transferred to the nearby Joint Water Pollution Control Plant (JWPCP) where it would receive primary and secondary treatment and be available for a proposed advanced treatment facility to be operated by the Metropolitan Water District. The water produced by the Metropolitan Water District would augment drinking water supplies through recharge of groundwater basins in Los Angeles and Orange Counties.

The Carriage Crest project will initially involve an evaluation of how to best achieve the objective of capturing the most runoff using the space and budget available. A cost-benefit analysis of treating the water on-site versus sending the water to the JWPCP will be performed.

The Carriage Crest Park site (see Figure 1) would capture discharges from approximately 1,118 acres of the Wilmington Drain subwatershed of the Machado Lake Watershed. A water capture facility at this site could greatly assist Caltrans and the municipalities to come into compliance with the applicable TMDLs by reducing the transport of pollutants downstream to Machado Lake. A water capture facility at this site with a capacity of 11-13 acre-feet would capture wet-weather discharges equivalent to a site of approximately 232-275 acres.

Figure 1. Carriage Crest Project Capture Area



Site Information	
Land Owner	City of Carson
Street Address	23800 Figueroa St, Carson, CA 90745
Latitude/Longitude	33° 48' 32.2" N / 118° 17' 5.1" W
Assessor's Identification Number (AIN)	7330007905
Watershed Management Area	Dominguez Channel Watershed
Receiving Water	Wilmington Drain/Machado Lake

The project involves initial engineering and geotechnical assessments, detailed design, environmental compliance, permitting, construction of a diversion structure and piping, construction of a pre-treatment facility, excavation and construction of a high void underground storage/infiltration

chamber, disposal of excavated soil, and reconstruction of disturbed portions of the site. In addition, the project includes development and approval of a Memorandum of Understanding for the long-term management, operation, and maintenance of the constructed water capture facility.

The City of Carson will enter into a Cooperative Implementation Agreement with Caltrans and Carson will enter into an agreement with the Los Angeles County Sanitation Districts (LACSD) to manage the project, conduct engineering and geotechnical investigations, and assist with environmental clearance, permitting, design, and construction management. City staff assigned to manage the project will charge hours to the project in accordance with the Caltrans requirements under this agreement.

Cost Estimate

A planning-level cost estimate is presented for a water capture facility serving the portion of the Wilmington Drain subwatershed that is tributary to Carriage Crest Park. During the preliminary concept phase, it is difficult to produce a precise cost estimate because the specific details pertaining to the project have not been determined; therefore, the costs are presented as preliminary estimates. The cost estimates consider the costs associated with planning, design, permits, an environmental assessment, construction, construction administration, contingency, and mobilization. Land acquisition costs may be of importance for other projects, but are not considered in the cost estimates presented because the site is on publically controlled land. The following generally accepted costs were used for cost estimates presented:

- Project Management – 5.5% of construction cost
- Preliminary Engineering Study – 7.5% of construction cost
- Environmental Documents – 2% of construction cost
- Plans, Specifications, & Estimate– 10% of construction cost
- Permitting – 2.5% of construction cost
- Construction Administration and Inspection – 6% of construction cost
- Contingency – 15% of construction cost

The cost estimate will be subject to adjustment as more information becomes available during the course of the preliminary design report and additional project concept details are developed.

Preliminary Budget

These preliminary costs will be adjusted after the Project Approval & Environmental Documents and additional project concept details are developed.

• Project Management	$478,000
• Preliminary Engineering Study	$652,000
• Environmental Documents	$174,000
• Plans, Specifications, & Estimate	$869,000
• Permitting	$217,000
• Construction Administration	$521,000
• Construction	$8,691,000
• Contingency	$1,304,000
	$12,906,000

The construction costs are based on the following cost estimates for the major construction components:

Mobilization/Demobilization	$253,000
Diversion and Pretreatment	$444,000
Pump Station and Conveyance	$1,181,000
Storage/Infiltration Chamber	$5,812,000
Electrical Service, Controls, Instrumentation	$258,000
Athletic Field Restoration	$223,000
Water Treatment System	$520,000
	$8,691,000

Preliminary Timeline

These dates are subject to refinement as the project gets underway. The complete construction dates will be dependent on receipt of the balance of the project funding from Caltrans.

Approve Agreement with LACSD	**08/02/16**
Prepare Preliminary Engineering Design Report (10%)	**09/01/16 – 12/01/16**
Commence CEQA Process	**11/07/16**
Council Approval for Preparation of the Construction Drawings	**12/06/16**
Construction Drawings – 30% Milestone	**02/09/17**
Construction Drawings – 60% Milestone	**04/13/17**
Complete CEQA Process	**05/15/17**
Construction Drawings – 90% Milestone	**06/15/17**
Construction Drawings – 100% Complete	**07/13/17**
Advertise for Bids	**07/19/17**
Award Construction Contract	**09/19/17**
Commence Construction (22 months)	**10/19/17**
***Deadline to Bill Caltrans for FY15-16 Funding Allocation**	**04/30/18**
***Deadline to Bill Caltrans for FY16-17 funding allocation**	**04/30/19**
Complete Construction	**08/30/19**
***Deadline to Bill Caltrans for FY17-18 funding allocation**	**04/30/20**

City may request adjustments to the schedule line items except for the deadlines to expend Caltrans funding allocations.

Exhibit 2
Stormwater Project Services Agreement between the City and Los Angeles County Sanitation District No. 2

STORMWATER PROJECT SERVICES AGREEMENT

(Carriage Crest Park)

This Stormwater Project Services Agreement ("**Agreement**") is entered into as of July 19, 2016 ("**Contract Date**") and is between County Sanitation District No. 2 of Los Angeles County ("**District**") and the City of Carson ("**City**"). The District and the City are referred to collectively as "**Parties**" or each separately as a "**Party**."

A. The District is organized and exists pursuant to the County Sanitation District Act, California Health and Safety Code Section 4700 *et seq*. The District is the administrative district for the County Sanitation Districts of Los Angeles County ("**Districts**"), including County Sanitation District No. 8 of Los Angeles County, the District in which the project is located. Senate Bill 485 ("**SB 485**"), effective January 1, 2016, and codified as Health and Safety Code Section 4730.68, authorizes the Districts to provide stormwater services.

B. The Districts' stormwater services powers will become effective upon the recordation of Certificate of Compliance by the Los Angeles Local Agency Formation Commission ("**LAFCO**"). The Districts do not have an independent source of revenue to devote to stormwater projects, and any District work on stormwater projects must be funded by the requesting parties.

C. The City is a municipal corporation that is required to manage stormwater within its boundaries. The City desires to construct a stormwater infiltration or diversion project at and underneath Carriage Crest Park ("**Project**"). The City has requested that the District provide certain services in connection with the Project.

D. The City has entered into a *Cooperative Implementation Agreement* with the State of California, Department of Transportation ("**Caltrans**") for the implementation of the Project ("**Caltrans Agreement**"), attached as Exhibit 1. Under the Caltrans Agreement, Caltrans will contribute up to $13 million to the City for the Project.

E. The Parties intend by this Agreement for the District to provide or oversee design, environmental review, and permitting support for the Project. The District may also provide or oversee construction management services to the City for the Project. The Parties intend that all work performed under this Agreement will be paid for by the City, which will apply for reimbursement under the Caltrans Agreement.

Therefore, the Parties agree as follows:

1. Required Consultations. SB 485 requires consultations with the Watermaster, the Water Replenishment District, and the Los Angeles County Flood Control District prior to initiating a stormwater or dry weather runoff project. The City shall lead these consultations as the project proponent, with participation from the District. This Agreement will become effective only upon the latter of (1) the City's notice to the District of the date that these consultations have been completed, and (2) the recordation of the LAFCO Certificate of Compliance ("**Effective Date**").

2. Scope of Services. The District shall, on a time and materials basis, assist the City, at City's direction, in designing, permitting, and constructing a stormwater project at and underneath

Carriage Crest Park in the City of Carson. The District shall perform the following services for the City in connection with the Project:

2.1 Project Management. The District shall assist the City in further defining the scope of the project identified in the CalTrans Agreement, coordinating with City staff and the planning consultant retained by the City, retaining consultants (as necessary) to complete the work described in Sections 2.2 through 2.6, and preparing invoices and progress reports in a format that supports the City's reporting to Caltrans.

2.2 Preliminary Engineering Study. The District shall hire and manage the work of consultants preparing the preliminary engineering study for the Project, including conducting the geotechnical investigation, site survey, hydrology and hydrology analysis, design alternatives and controls assessment, and preparing the 10% design plans.

2.3 Environmental Documentation. The District shall prepare environmental documents in compliance with the California Environmental Quality Act ("**CEQA**") for the City's review and action. The preliminary budget for the Project identified in Exhibit 1 assumes the preparation of a Mitigated Negative Declaration. If an Environmental Impact Report becomes necessary, additional funding would need to be allocated and approved by the City as a change to the Project's budget.

2.4 Permits. The District shall identify or cause its consultants to identify permits necessary for construction and operation of the Project. The District, in consultation with the City, shall complete and submit permit applications to the appropriate authorities.

2.5 Design. The District shall hire, direct, and oversee the work of consultants to prepare 30%, 60%, 90% and final design of the Project (each a "design milestone"). The final design package will include 100% design plans, specifications, and a construction cost estimate. The District will notify the City of any proposed consultants and the City may, within 5 calendar days after notice, veto a particular consultant, providing District with reasons therefor in writing. The City shall not unreasonably veto a consultant. District will submit each design milestone to the City for approval, which the City shall provide within 14 calendar days after submittal and will not be unreasonably withheld. Failure by the City to timely respond will be deemed approval.

2.6 Construction Management. The District shall hire, direct, and oversee the work of consultants to provide construction management services to the City for the Project. The District will notify the City of any proposed consultants and the City may, within 5 calendar days after notice, veto a particular consultant, providing District with reasons therefor in writing. The City shall not unreasonably veto a consultant. Failure by the City to timely respond will be deemed approval.

3. Compliance with Caltrans Agreement. The District shall comply with all terms of the Caltrans Agreement to the extent those terms are binding on agents of the City.

4. Deposit and Payment. The City shall pay the District on a time-and-materials basis, not to exceed $2,851,000 without further authorization from the City of Carson. The City shall deposit with the District an initial payment of $250,000 to be used toward any allowable costs of the Project.

5. Costs. Costs to be incurred by the District under this Agreement may include any of the following:

5.1 District staff costs, based on the Schedule of Fees provided in Exhibit 2 and subject to annual adjustment consistent with the District's salary and cost increases. Staff charges incurred after the effective date of the Caltrans Agreement and prior to the Effective Date of this Agreement are reimbursable under this Agreement.

5.2 Materials costs, including copying and mileage.

5.3 Consultant and legal fees, on a pass-through basis.

5.4 Any other costs incurred by the District directly related to the Project.

6. Payment Terms. The City shall pay the District within 45 calendar days after invoice. The City's duty to pay the District is not contingent upon reimbursement from Caltrans. The City shall be solely liable for all charges incurred by the District for the Project. Interest will accrue beginning 60 calendar days after the date of the invoice at the rate of 10% per annum, but will not begin to accrue if the invoice is in dispute, pursuant to Section 7.1 below. The District may immediately terminate this Agreement for cause if any invoice remains unpaid after 90 calendar days.

7. Invoices. The District shall furnish to City an original invoice for all work performed and expenses incurred during each calendar month in a form approved by City's Director of Finance. The invoice will reflect the deposit balance, any payments made by the City, all charges related to the Project, the ending balance for the period, and an amount due for replenishment of the deposit. By submitting an invoice for payment under this Agreement, the District is certifying compliance with all provisions of the Agreement. The invoice must detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and consultant contracts. Consultant charges must also be detailed by such categories.

7.1 Disputes. City shall independently review each invoice submitted by the District to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event any charges or expenses are disputed by City, the original invoice will be returned by City to the District within 10 calendar days for correction and resubmission. Review and payment by City for any invoice provided by the District shall not constitute a waiver of any rights or remedies provided herein or any applicable law. Dispute over any invoice will not affect submission and payment of prior or subsequent invoices that are not in dispute.

7.2 Return of Deposit. Upon termination of this Agreement or completion of the Project, whichever comes first, the District shall prepare a final invoice. The District will, upon the City's approval of the final invoice, refund to the City the balance of the deposit after deduction for any outstanding amounts due to the District under this Agreement.

8. CEQA Compliance. For the purpose of CEQA compliance, the City will be the Lead Agency for the Project. The City will indemnify, defend, and hold harmless the District for all

claims, losses, actions, and lawsuits arising out of or relating to any CEQA documents or CEQA compliance related to the Project.

9. Project Approval/Ownership. The Project is and will be owned by the City. The City shall be responsible for approving the plans and specifications, and for advertising, bidding, and awarding the construction contract for the Project. The District will not own the Project at any time.

10. Delegation of Agency/Authority to District. The City hereby delegates to the District the authority to sign all permit applications related to and necessary for the Project.

11. Indemnity, Performance Warranty, and Limitation of Liability.

11.1 Mutual Indemnity. The District shall indemnify, defend, and hold harmless the City 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 the District's acts and/or omissions arising from the District's performance pursuant to this Agreement. Such indemnification will not cover any claim due to the sole negligence or willful misconduct of the City. The duty of the District to indemnify the City will cease as to each phase or milestone of the Project once such phase or milestone has been delivered to and accepted by the City.

The City shall indemnify, defend and hold harmless the District 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 this Agreement or the Project following acceptance by the City of the Project or any phase or milestone thereof. Such indemnification will not cover any claim due to the sole negligence or willful misconduct of the District.

11.2 Warranty and Limitation of Liability. The District warrants that all services will be provided in accordance with industry professional standards by similarly-qualified professionals. The City shall notify the District within 30 calendar days if any services are claimed to be deficient. For any breach of this warranty, the City's exclusive remedy will be the District's re-performance and correction of the deficiency. In no event will the District be liable to the City for the payment of any punitive damages. The District will not be liable for any cost changes following advertising for construction bids for the Project, including bid prices, change orders, or other construction claims. The District's maximum liability for any damages arising out of or related to this Agreement will be to the extent of the District's insurance policy limits in effect at the time of the claim.

12. Insurance. The District is self-insured for commercial general liability and workers compensation. The District will require any consultants it hires for the Project to maintain commercial general liability, workers compensation, automobile, and professional liability insurance and name the District and the City as additional insureds. The District shall maintain the following policies of insurance coverage:

12.1 Automobile Liability. Automobile liability insurance with coverage for any vehicle including those owned, leased, rented or borrowed by the District. This insurance must have an endorsement naming the City as an additional insured and have a standard cross liability clause or

endorsement. The limit of insurance must not be less than $1,000,000 per occurrence combined single limit.

12.2 Professional Liability. The District shall maintain professional liability insurance with coverage for wrongful acts, errors, or omissions committed by the District in the course of work performed for the City under this Agreement. This insurance will include coverage for liability assumed under this Agreement when such liability is caused by the District's negligent acts, errors or omissions. The limit for this insurance must not be less than $1,000,000 on a claims-made basis. The effective dates for this insurance will start within 30 calendar days after the Effective Date of this Agreement, and must be valid for two years beyond completion of the Project.

12.3 All of the above policies of insurance will be primary insurance and must 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 the District's insurance. The insurer must 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.

13. Termination. The Parties reserve the right to terminate this Agreement for cause, upon thirty calendar days' written notice of default to the other Party with a reasonable opportunity to cure the default. The preceding sentence does not affect the District's right to terminate under Section 6. Upon any notice of termination, District shall immediately cease all services hereunder except such as may be specifically approved by both Parties. The City shall pay the District for all services rendered prior to the effective date of termination and for any services authorized by the City thereafter.

14. Notices. All notices pursuant to this Agreement must be addressed as set forth below or as the Party may designate by separate written notice to the other Party. Notices must be sent by email, with a courtesy copy sent prepaid through the United States mail. Notice will be deemed given as of the date of the email. The Parties may also provide notices to each other by personal delivery or overnight courier and any notice so given will be deemed to have been given upon receipt.

If to District

By email to: Kristen Ruffell kruffell@lacsd.org

By Personal Delivery or Overnight Carrier
County Sanitation District No. 2 of Los Angeles County
1955 Workman Mill Road
Whittier, CA 90601
Attn: Water Quality Section

By U.S. Mail
County Sanitation District No. 2 of Los Angeles County

P.O. Box 4998
Whittier, CA 90607-4998
Attn: Water Quality Section

If to the City

By email to: Dr. Maria Slaughter mslaughter@carson.ca.us

By U.S. Mail, Personal Delivery, or Overnight Carrier
City of Carson
701 E. Carson Street
Carson, CA 90745
Attention: Dr. Maria Slaughter

15. Authority. Each signatory of this Agreement represents that he or she is duly authorized to execute this Agreement on behalf of the Party for which he or she as signatory executes this Agreement. Each Party represents that it has the appropriate legal authority to enter into this Agreement and to perform all obligations under this Agreement.

16. Construction and Interpretation. Each of the Parties has been represented by counsel in the negotiation and drafting of this Agreement, which has been arrived at through negotiations. Each Party has had a full and fair opportunity to revise the terms of this Agreement. As a result, the normal rule of construction that any ambiguities are to be resolved against the drafting Party will not apply in the construction or interpretation of this Agreement, but instead the Agreement will be interpreted based on its fair meaning. Specific provisions of this Agreement will take precedence over conflicting general provisions.

17. Amendment. This Agreement may be amended or modified only by a written instrument executed by each of the Parties to this Agreement and approved by their respective governing boards. In the event one Party wishes to amend this Agreement, it will notify the other Party and specify the section or sections it seeks to amend. The Parties will meet and confer in good faith concerning any proposed amendment.

18. No Partnership/No JPA. The District is acting as an independent contractor for the City for the purpose of this Agreement and the Project. The Parties do not intend by this Agreement to create a joint exercise of powers agreement, and the Parties do not intend by this Agreement to create a partnership or a joint venture of any sort.

19. Necessary Actions/Further Assurances. Each Party shall execute and deliver any necessary documents and instruments, and take any additional actions as may be reasonably required, to carry out the purposes of this Agreement.

20. No Third Party Beneficiaries. This Agreement does not create any right or interest in any non-Party, or in any member of the general public, or other governmental entity as a third party beneficiary, and the intent and effect of this Agreement is not to create any other private right of action or enforcement in any person not an express Party to this Agreement.

21. Severance. If any part of this Agreement is invalidated, set aside, modified or disapproved as a result of a judicial or administrative ruling or determination, the remainder of the Agreement shall remain in full force and effect, and the Parties shall fulfill their obligations under this Agreement consistent with the remainder of this Agreement.

22. Successors and Assigns. This Agreement will be binding on and inure to the benefit of the Parties' respective successors and assigns. No Party may assign its interests in, or obligations under, this Agreement without the written consent of the other Party, which consent may be withheld at the sole discretion of either Party. No attempted assignment will be valid for any purpose unless approved by the other Party at its sole and absolute discretion.

23. Waivers. Waiver of any breach or default under this Agreement will not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this Agreement, and forbearance to enforce one or more of the remedies provided in this Agreement will not be deemed a waiver of that remedy.

24. Delegation to the Chief Engineer. The District's Chief Engineer is authorized to take all actions on behalf of the District in connection with any approvals, consents, or actions required of or by the District under this Agreement.

[SIGNATURES ON THE NEXT PAGE]

SIGNATURES PAGE

CITY OF CARSON

By: _____
Name:
Title:

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:
Aleshire & Wynder, LLP

By: _____
City Attorney

COUNTY SANITATION DISTRICT NO. 2 OF LOS ANGELES COUNTY

By: _____
Chairperson

JUL 13 2016

ATTEST:

_____
Secretary to the Board

APPROVED AS TO FORM:
Lewis Brisbois Bisgaard & ~~Smith~~ LLP

By: _____
District Counsel

Exhibit 1
Cooperative Implementation Agreement

See Exhibit 1 to this O&M Agreement
for Exhibit 1 to the Stormwater Project Agreement

Exhibit 2
District Cost Schedule

Position	Hourly rate
Division Engineer	195
Supervising Engineer	170
Senior Engineer	150
Civil Engineer	135
Engineering Associate	125
Secretary	70

Labor billing rates are subject to adjustment on July 1 of each year.

Exhibit 3
Memorandum of Understanding between the City and the County of Los Angeles

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU), made and entered into as of the date of the last signature set forth below by and between the CITY OF CARSON, a general law city (hereinafter referred to as CARSON) and the COUNTY OF LOS ANGELES, a political subdivision of the State of California (hereinafter referred to as COUNTY). Collectively, these entities shall be known herein as PARTIES or individually as PARTY.

WITNESSETH

WHEREAS, CARSON and the COUNTY propose to improve the water quality of stormwater and urban runoff from their respective land areas; and

WHEREAS, CARSON proposes to design, construct, operate, and maintain the Carson Stormwater and Runoff Capture Project at Carriage Crest Park (hereinafter referred to as the PROJECT), which is comprised of WATER QUALITY IMPROVEMENTS and restoration of RECREATIONAL FACILITIES; and

WHEREAS, the PROJECT will be designed to provide capture of stormwater and urban runoff from four hundred fifty-five (455) acres within CARSON and three hundred nineteen (319) acres within the COUNTY; and

WHEREAS, the PROJECT will be designed to provide treatment of the eighty-fifth (85th) percentile, twenty-four (24) hour storm event runoff volume of twenty-seven (27) acre-feet through constructed WATER QUALITY IMPROVEMENTS; and

WHEREAS, the twenty-seven (27) acre-feet of treatment will be achieved through a combination of physical storage of 13.46 acre-feet and diversion to the sanitary sewer at a rate that will capture a total of twenty-seven (27) acre-feet over the course of the eighty-fifth (85th) percentile, twenty-four (24) hour design storm event; and

WHEREAS, of the total twenty-seven (27) acre-feet of runoff volume treated by the PROJECT, fifteen (15) acre-feet is from CARSON and twelve (12) acre-feet is from the COUNTY; and

WHEREAS, the PROJECT is in the Machado Lake Watershed, and is identified in the Enhanced Watershed Management Program for the Dominguez Channel Watershed Management Area Group; and

WHEREAS, the PROJECT will be constructed at the Carriage Crest Park located 900 S. Figueroa Street, Carson, CA 90745, which park is owned and operated by CARSON; and

WHEREAS, CARSON has received thirteen million dollars ($13,000,000) in funding from the California Department of Transportation through a Cooperative Implementation Agreement to fund the PROJECT; and

WHEREAS, the COUNTY desires to provide an additional not-to-exceed amount of five million, seven hundred twenty thousand dollars ($5,720,000) to Carson to account for planning, engineering design, and construction costs associated with upsizing of the previously planned PROJECT to capture the eighty-fifth (85th) percentile, twenty-four (24) hour storm event runoff volume from the COUNTY's three hundred nineteen (319) acres tributary to the PROJECT; and

WHEREAS, PARTIES desire to enter into this MOU to establish each PARTY's responsibilities and financial obligations for the PROJECT; and

WHEREAS, CARSON has retained the services of the Sanitation Districts of Los Angeles County (SANITATION DISTRICTS) to manage the planning, engineering design, and construction of the PROJECT; and

WHEREAS, the PROJECT will be designed to discharge the captured stormwater and urban runoff to a sanitary sewer for treatment under an Industrial Waste Permit from SANITATION DISTRICTS; and

WHEREAS, CARSON has applied for a permit from the Los Angeles County Flood Control District (DISTRICT) for modifications to the DISTRICT's infrastructure; and

WHEREAS, CARSON will enter into a separate long-term Operation and Maintenance Agreement with the DISTRICT for the PROJECT; and

WHEREAS, PARTIES will jointly fund the operation and maintenance of the WATER QUALITY IMPROVEMENTS of the PROJECT; and

WHEREAS, CARSON will solely fund the operation and maintenance of the RECREATIONAL FACILITIES of the PROJECT; and

WHEREAS, the PROJECT is in the joint interest of PARTIES and will improve water quality and quality of life for citizens and provide opportunities for water conservation.

DEFINITIONS

The following definitions shall apply to this MOU:

CALTRANS shall refer to the California Department of Transportation;

RECREATIONAL FACILITIES include, but are not limited to recreational fields, irrigation systems, and landscaping;

SANITATION DISTRICTS shall refer to the sanitation districts of the County of Los Angeles existing under Health & Safety Code Sections 4700, et seq.;

O&M shall refer to an Operations and Maintenance, the operation and maintenance requirements for all PROJECT components based on the final PROJECT design, and the operation and maintenance responsibilities of CARSON, including but not limited to clean out of pretreatment system, maintenance of telemetry system, maintenance of pumps and piping and treatment surcharge fees paid to SANITATION DISTRICTS;

O&M MANUAL shall refer to an Operations and Maintenance Manual, a document that describes in detail the operation and maintenance requirements for all PROJECT components based on the final PROJECT design, and the operation and maintenance responsibilities of CARSON, including but not limited to clean out of pretreatment system, maintenance of telemetry system, maintenance of pumps and piping and treatment surcharge fees paid to SANITATION DISTRICTS;

PROJECT refers to a storm water and runoff capture project located towards the south-westerly section of the City of Carson within the Carriage Crest Park located at 23800 Figueroa Street, in Carson, California, which will include WATER QUALITY IMPROVEMENTS and restoration of RECREATIONAL FACILITIES. The PROJECT will involve the diversion and pretreatment of stormwater from an existing storm drain system at a rate of forty-five (45) cubic feet per second. The storm water will then be diverted to a subsurface storage reservoir located under Carriage Crest Park and ultimately discharged to the sanitary sewer for treatment at the Joint Water Pollution Control Plant or returned to the storm drain system on an as-needed basis; and

WATER QUALITY IMPROVEMENTS include but are not limited to a storm drain diversion system, a catch basin diversion system, pretreatment devices, an underground storm water storage facility, a dewatering system to sanitary sewer, including a pump station and a discharge line, a telemetry system, and a storm drain return pipeline.

NOW, THEREFORE, in consideration of the promises and mutual covenants set forth herein, PARTIES hereby agree as follows:

1. CARSON AGREES:

   a. To prepare plans, specifications, and cost estimate for the PROJECT.

   b. To utilize thirteen million dollars ($13,000,000) in funding from CALTRANS to design and construct the PROJECT.

   c. To prepare, as lead agency, and obtain approval of any necessary environmental documents as required under the California Environmental Quality Act for the PROJECT.

d. To obtain and comply with all applicable regulatory permits, approvals, and requirements for the PROJECT; to advertise the PROJECT for construction bids; to award and administer the construction contract; to modify approved plans and specifications for the PROJECT necessitated by unforeseen or unforeseeable field conditions encountered during construction as necessary to ensure the PROJECT is constructed as intended; to cause the PROJECT to be constructed in accordance with the approved plans and specifications; and

e. To prepare an O&M MANUAL, a document that describes in detail the operation and maintenance requirements for all WATER QUALITY IMPROVEMENT components based on the final PROJECT design, including but not limited to clean out of pretreatment devices, maintenance of a telemetry system, maintenance of pumps and piping and treatment surcharge fees paid to SANITATION DISTRICTS and to provide the COUNTY the opportunity to review and provide comments on the O&M MANUAL prior to finalizing the O&M MANUAL.

f. Upon award of a construction contract by CARSON for PROJECT, to notify PARTIES of any request for a change order related to the construction of the PROJECT that exceeds five percent (5%) of the total contract amount within ten (10) business days of receipt of the request, and to further notify PARTIES of CARSON's approval thereof, or if it does not so approve, the reasons therefor, within ten business days of receipt of the request. Any change order that will result in the total cost of the PROJECT to exceed eighteen million, two hundred thousand dollars ($18,200,000) will require approval of all PARTIES prior to CARSON's approval of the change order.

To invoice the COUNTY based on actual expenditures of the engineering design and construction of the PROJECT no later than June 30, 2019, for expenditures incurred in Fiscal Year 2018-19 and no later than June 30, 2020, for expenditures incurred in Fiscal Year 2019-20. The total invoiced amounts to the COUNTY shall not exceed five million, seven hundred twenty thousand dollars ($5,720,000). This amount includes a 10% contingency as shown in Table 2 of Exhibit A.

g. Within ten (10) business days of CARSON's receipt of written notice that PROJECT is complete, to notify PARTIES that CARSON approves the construction work for PROJECT or, if it does not so approve, the reasons therefor.

h. Upon completion of the PROJECT, to assume ownership, operation, and maintenance responsibilities for WATER QUALITY IMPROVEMENTS and RECREATIONAL FACILITIES.

i. Upon completion of construction of PROJECT, to provide as-built plans to COUNTY.

j. Upon completion of the PROJECT, to operate and maintain WATER QUALITY IMPROVEMENTS pursuant to the O&M MANUAL.

k. Upon completion of the PROJECT, to provide COUNTY with contact information for person(s) responsible for the operation and maintenance activities set forth in this MOU.

l. Upon completion of the PROJECT, to invoice the COUNTY for the operation and maintenance of WATER QUALITY IMPROVEMENTS based on actual expenditures at the end of each fiscal year starting in Fiscal Year 2019-20 according to the cost allocation formula in Table 3 of Exhibit A and provide an explanation if expenditures exceed the annual cost estimates.

m. Upon completion of the PROJECT, to maintain and comply with all applicable regulatory permits and requirements associated with operation and maintenance of the PROJECT.

2. COUNTY AGREES:

a. COUNTY agrees to provide CARSON with a total, not-to-exceed amount of five million, seven hundred twenty thousand dollars ($5,720,000) in Fiscal Years 2018-19 and 2019-20 to finance the capital costs of the PROJECT, in excess of CALTRANS' contribution to ensure capture of the 85th percentile, 24-hour storm event runoff volume from COUNTY.

b. COUNTY agrees to approve or disapprove of any change order to the construction of the PROJECT requested by CARSON within ten (10) working days of receipt of written request from CARSON. Approval shall not be unreasonably withheld. In the event of a disagreement, the issue shall be mutually referred to sequentially higher administrative levels within the PARTIES until the issue is resolved. If the PARTIES are still unable to resolve their disagreement, CARSON and the COUNTY reserve all rights and remedies at law and in equity.

c. COUNTY agrees to provide CARSON annual funding for the operation and maintenance of WATER QUALITY IMPROVEMENTS, starting in Fiscal Year 2019-20 according to the funding allocation shown in Table 3 of Exhibit A.

d. COUNTY agrees to pay CARSON within sixty (60) days of receipt of invoice.

e. COUNTY agrees to provide CARSON any comments to CARSON's proposed O&M Manual within ten (10) business days of receipt.

3. IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

a. This MOU shall become effective on the last date of execution by a PARTY and shall remain in effect until the COUNTY has paid all outstanding invoices for costs associated with the PROJECT incurred up to June 30, 2022.

b. PARTIES shall have no financial obligation to any other PARTY under this MOU except as herein expressly provided.

c. PARTIES may elect to partner in the pursuit of grant funding opportunities for the PROJECT.

d. The term of this MOU shall be 4 years.

e. Each PARTY shall indemnify, defend, and hold harmless each other PARTY, including its special districts, elected and appointed officers, employees, agents, attorneys, and designated volunteers from and against any and all liability, including, but not limited to demands, claims, actions, fees, costs, and expenses (including reasonable attorney's and expert witness fees), arising from or connected with the respective acts of each PARTY arising from or related to this MOU; provided, however, that no PARTY shall indemnify another PARTY, which has committed negligent or willful misconduct for that other PARTY'S own negligence or willful misconduct.

GENERAL PROVISIONS

Cooperation. The Parties shall fully cooperate with one another to attain the purposes of this MOU.

Good Faith. Each Party shall use reasonable efforts and work in good faith for the expeditious completion of the purposes and goals of this MOU and the satisfactory performance of its terms.

Voluntary. This MOU is voluntarily entered into to attain the purposes set forth in this MOU.

Relationship of Parties. The Parties are and shall remain at all times as to each other wholly independent entities. No Party to this MOU shall have power to incur any debt, obligation, or liability on behalf of another Party unless expressly provided to the contrary by this MOU. No employee, agent, or officer of a Party shall be deemed for any purpose whatsoever to be an agent, employee or officer of another Party.

Binding Effect. This MOU shall be binding upon, and shall be to the benefit of the respective successors, heirs, and assigns of each Party; provided, however, no Party may assign its respective rights or obligations under this MOU without prior written consent of the other Parties.

Amendment. The terms and provisions of this MOU may not be amended, modified or waived, except by an instrument in writing signed by all the Parties.

Waiver. Waiver by any Party to this MOU of any term, condition, or covenant of this MOU shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party to any breach of the provisions of this MOU shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this MOU.

Governing Law. This MOU is made under and will be governed by the laws of the State of California. In the event of litigation between the Parties, venue in the State trial court shall lie exclusively in the County of Los Angeles.

No Presumption in Drafting. All Parties have been represented by legal counsel in the preparation and negotiation of this MOU. Accordingly, this MOU shall be construed according to its fair language. Any ambiguities shall be resolved in a collaborative manner by the Parties.

Entire Agreement. This MOU constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, whether written or oral, with respect thereto.

Termination of O&M Portion of MOU. The COUNTY and CITY agree to annually review and agree upon annual O&M costs; if they do not reach agreement on annual O&M costs, they agree to proceed through a meet and confer process and non-binding mediation to reach agreement on the annual O&M costs. Should the parties not reach agreement through such dispute resolution procedures, the CITY and COUNTY reserve the right to terminate the O&M portion of this MOU for any reason upon one-hundred twenty (120) days' prior written notice. In the event of such termination, CARSON shall be entitled to a prorated portion of the COUNTY's annual contribution for the calendar year in which the COUNTY terminates the MOU hereunder. In addition, upon COUNTY's termination, CITY would receive the TMDL compliance credits to which the Parties would be entitled for performance of this MOU.

Severability. The provisions of this MOU are severable, and the invalidity, illegality or unenforceability of any provision of this MOU will not affect the validity or enforceability of any other provisions. If any provision of this MOU is found to be invalid, illegal, or unenforceable, the Parties shall endeavor to modify that clause in a manner, which gives effect to the intent of the Parties in entering into this MOU.

Counterparts. This MOU may be executed in counterparts, which together shall constitute the same and entire MOU.

Notices. Any notices, bills, invoices, or reports relating to this MOU, and any request, demand, statement or other communication required or permitted hereunder shall be in writing and shall be delivered to the Representative of the Party at the address set forth below. Parties shall promptly notify each other of any change of contact information, including personnel changes. Written notice shall include notice delivered via email or fax. A notice shall be deemed to have been received on (a) the date of delivery, if delivered by hand during regular business hours, or by confirmed facsimile or by email; or (b) on the third (3) business day following mailing by registered or certified mail (return receipt requested) to the address set forth below.

Administration. For purposes of this MOU, the Parties hereby designate as their respective Party Representatives the persons named below. The designated Party Representatives, or their respective designees, shall administer the terms and conditions of the MOU on behalf of their respective Party. Each of the persons signing below on behalf of a Party represents and warrants that they are authorized to sign this MOU on behalf of such Party.

CARSON:
Dr. Maria Williams-Slaughter
Director of Public Works
City of Carson Department of Public Works
701 East Carson Street
Carson, CA 90745

COUNTY:
Mr. Paul Alva
Principal Engineer
Los Angeles County Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

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IN WITNESS WHEREOF, the PARTIES hereto have caused this MOU to be executed by their duly authorized representatives and affixed as of the date of signature of the PARTIES:

COUNTY OF LOS ANGELES

By _____
Director of Public Works

_____
Date

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By _____
Deputy

CITY OF CARSON

By _____ 2/5/18

Title CITY MANAGER Date

APPROVED AS TO FORM:

CITY ATTORNEY

By _____

Title City Attorney

EXHIBIT A

Funding Contributions for Carriage Crest Stormwater and Runoff Capture Project

Table 1. Project Capital Costs

Tasks	Estimated Cost*
Planning	$400,000
Engineering Design, Permitting, and Environmental Documents	$1,200,000
Construction of Water Quality Improvements and Restoration of Recreational Facilities, including procurement of precast storage modules	$15,600,000
Construction Management and Inspection	$1,000,000
Total	$18,200,000

*Estimated cost for each task is subject to change.

Table 2. Project Capital Cost Allocation

Jurisdiction	Amount beginning in Fiscal Year 2018-19
City of Carson	$13,000,000
County of Los Angeles	$5,200,000**
Total	$18,200,000

**With prior approval from the County, this amount may be increased by a 10% contingency ($520,000), for a total not-to-exceed amount of ($5,720,000).

Table 3. Operation and Maintenance Cost Allocation for Water Quality Improvements

Jurisdiction	Design Capture Volume	Percentage	Estimated Annual O&M Cost (Starting Fiscal Year 2019-20)***
City of Carson	15 acre-feet	56%	$180,000 - $235,000
County of Los Angeles	12 acre-feet	44%	$140,000 - $185,000
Total	27 acre-feet	100%	$320,000 - $420,000

Exhibit 4
Use and Maintenance Agreement
between the City and the Flood Control District

AGREEMENT No. 003424
PROJECT 1201, LINE A
FIGUEROA STREET – NORTH OF
SEPULVEDA BOULEVARD
THOMAS GUIDE NO. 794-B2
SECOND DISTRICT

USE AND MAINTENANCE AGREEMENT

This USE AND MAINTENANCE AGREEMENT (hereinafter referred to as AGREEMENT), is made and entered into by and between the Los Angeles County Flood Control District, a body corporate and politic, (hereinafter referred to as DISTRICT), and the City of Carson, a municipal corporation, (hereinafter referred to as CARSON). The DISTRICT and CARSON are collectively referred to as PARTIES.

RECITALS

WHEREAS, the DISTRICT owns and operates a flood protection facility, Project 1201, Line A (herein referred to as STORM DRAIN), a double 10 foot-9 inch wide by 6 foot-7 inch high reinforced concrete box, located near the intersection of Figueroa Street and Sepulveda Boulevard in the City of Carson; and

WHEREAS, CARSON desires to implement the Carson Stormwater and Runoff Capture Project at Carriage Crest Park (hereinafter referred to as PROJECT); for the purpose of improving urban runoff water quality and stormwater capture, the PROJECT will divert dry weather and stormwater flows from the STORM DRAIN into the nearby Los Angeles County Sanitation Districts' treatment plant; and

WHEREAS, a portion of the PROJECT, consisting of the drop inlet (hereinafter referred to as DIVERSION), is to be located within the STORM DRAIN, as shown on Exhibit A; and

WHEREAS, the construction of the PROJECT is estimated to be completed in or about December 2019; and

WHEREAS, the County of Los Angeles and the City of Carson have entered a separate Memorandum of Understanding concerning the financing of certain planning, engineering, design, and construction costs associated with the PROJECT and described in said Memorandum of Understanding; and

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual agreements contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the PARTIES agree as follows:

SECTION 1: Authorized Use

1.1. CARSON is authorized and permitted to use the STORM DRAIN between Stations 4+34 and 6+34, for the construction, operation, maintenance, and repair of the DIVERSION in accordance with the terms and conditions of this AGREEMENT and of the permit obtained from the DISTRICT as described below. CARSON is authorized and permitted to take access to and from the DIVERSION via the STORM DRAIN and access ramp to the STORM DRAIN located immediately south of Sepulveda Boulevard. Any other use of the STORM DRAIN or any portion thereof by CARSON is expressly prohibited.

1.2. CARSON's use of the STORM DRAIN in connection with the PROJECT shall be nonexclusive and shall be subordinate to the uses of the STORM DRAIN by the DISTRICT, and CARSON's use of the STORM DRAIN shall at no time interfere with the DISTRICT's use of the STORM DRAIN or the DISTRICT's use of its adjacent property and/or improvements.

1.3. This AGREEMENT is valid only to the extent of the DISTRICT's jurisdiction. CARSON shall be responsible for the acquisition of permits required by other affected agencies or agencies with regulatory jurisdiction over the PROJECT, and the consent of any underlying fee owners, as applicable, hereinafter collectively referred to as THIRD-PARTY APPROVALS. CARSON shall be responsible for all costs associated with obtaining and complying with the requirements and conditions of all THIRD-PARTY APPROVALS, including, by way of example, permit fees and compensatory mitigation expenses. CARSON shall provide the DISTRICT copies of all THIRD-PARTY APPROVALS.

SECTION 2: Construction and implementation of DIVERSION

2.1. Prior to commencing any construction activity on the DIVERSION, CARSON shall apply for and obtain a permit from the DISTRICT. The permit application and fee shall be submitted to the County of Los Angeles Department of Public Works, Land Development Division, Permits and Subdivisions Section.

2.2. Upon completion of the construction of the DIVERSION, CARSON shall provide to the DISTRICT a complete set of the as-built plans for the PROJECT in an electronic format. In addition, CARSON shall provide shape files for all maps depicting the PROJECT.

SECTION 3: Operation and Maintenance of DIVERSION

3.1. CARSON shall, upon completion of construction, be responsible for the operation, maintenance, and repair of the DIVERSION in accordance with the terms and conditions of this AGREEMENT and of the permit obtained from the DISTRICT. The operation and maintenance of the DIVERSION shall include, but not be limited to, the following activities:

3.1.1. CARSON shall prepare a maintenance manual (hereinafter referred to as M-MANUAL), describing the operation, maintenance, and inspection practices, required regulatory permits, procedures, and standards for the DIVERSION including maintenance schedules, identification of any specialty maintenance service providers, equipment usage, and a maintenance log sheet.

3.1.1.1. CARSON shall submit a draft version of the M-MANUAL, to the DISTRICT not later than September 15, 2019, or such later date as may be mutually agreed to by the PARTIES in writing.

3.1.1.2. The DISTRICT shall provide CARSON with comments on the draft M-MANUAL within forty-five (45) days of submittal.

3.1.1.3. CARSON shall incorporate any and all reasonable comments submitted by the DISTRICT and shall deliver a final version of the M-MANUAL to the DISTRICT within forty-five (45) days after receipt of the DISTRICT's comments. If the PARTIES cannot agree as to whether the DISTRICT's comments shall be incorporated, the PARTIES shall meet and confer in good faith to resolve such disagreement.

3.1.2. DISTRICT shall not be responsible for costs associated with the operation and maintenance of the DIVERSION, including but not limited to necessary repairs and/or replacement of DIVERSION components and obtaining, complying with, and renewing as necessary all required regulatory permits. CARSON and the County of Los Angeles have entered into a separate Memorandum of Understanding setting forth their respective responsibilities for costs associated with the operation and maintenance of the DIVERSION, including but not limited to, necessary repairs and/or replacement of DIVERSION components and obtaining, complying with, and renewing as necessary all required regulatory permits.

3.1.3. CARSON shall operate and maintain the DIVERSION in a safe, clean, and orderly condition, and in compliance with the M-MANUAL and all applicable Federal and State laws, local ordinances (including the Los Angeles County Flood Control District Code) and applicable regulatory permits.

3.1.4 CARSON shall be responsible to inspect the DIVERSION and clear any obstructions that may interfere with the proper functioning of the DIVERSION and the STORM DRAIN, as described in the M-Manual.

3.1.5. CARSON shall provide the DISTRICT with 24-hour contact information for person(s) responsible for the operation and maintenance activities related to the DIVERSION. DISTRICT shall provide CARSON with 24-hour contact information for person(s) responsible for maintaining the STORM DRAIN.

3.1.6. CARSON shall coordinate and communicate with the DISTRICT in regard to operation, maintenance, and repair activities related to the DIVERSION.

3.1.6.1. CARSON shall notify the DISTRICT a minimum of thirty (30) days in advance of any major (nonroutine) proposed maintenance activities related to the DIVERSION except for trash removal, routine cleaning, and minor repairs within the DIVERSION; provided, however, that in the event CARSON becomes aware of the need to perform any such maintenance activities less than 30 days from the date it proposes to perform said activities, it shall notify the DISTRICT immediately upon determining to perform the activities.

3.1.6.2. CARSON shall notify the DISTRICT a minimum of forty-eight (48) hours in advance of any routine maintenance activities related to the DIVERSION including trash removal, routine cleaning, and minor repairs within the DIVERSION.

3.1.6.3. CARSON shall provide the DISTRICT with an annual summary report of its operations and maintenance of the DIVERSION and status of all related regulatory permits. The contents of the summary report shall include at a minimum the following information:

a. Name of Project;
b. Location description of Project;

c. Project contact information;
d. Description of the Project and its function and direct impact to the STORM DRAIN;
e. Summary of operations within the reporting year, from July 1st to June 30th of the following year, type of activities (i.e. routine, nonroutine, and emergency), date and time of activities, and description of work performed;
f. Summary of major repairs completed, including but not limited to, type of repairs, location of repairs, pre- and postrepair photographs, date and time of repairs;
g. Summary of public inquiries and complaints related to the PROJECT and CARSON's response;
h. Summary of volume captured or discharged from PROJECT;
i. Status of any regulatory permits affecting the operation or maintenance of the DIVERSION;
j. Status of any specialty contractor agreements required for ongoing maintenance and repairs of the DIVERSION;

3.1.6.4. This survey and status report shall be mailed to:

Attention: Area Engineer
Los Angeles County Flood Control District
Department of Public Works,
Stormwater Maintenance Division
5525 East Imperial Highway
South Gate, CA 90280

3.1.7. DISTRICT shall coordinate and communicate maintenance activities related to the STORM DRAIN with CARSON.

3.1.8. If CARSON fails to perform any maintenance activities as provided for in this AGREEMENT in a timely manner, the DISTRICT reserves the right to remedy any such maintenance deficiency that the DISTRICT determines impairs the DISTRICT's flood protection activities. However, prior to taking any action to remedy any such maintenance deficiency, the DISTRICT shall first notify CARSON of the deficiency and allow a reasonable time for CARSON to correct it. If CARSON fails to correct the deficiency within a reasonable time, the DISTRICT shall thereafter be entitled to correct the deficiency. Notwithstanding the foregoing, if the DISTRICT determines that

immediate remedial action is required to prevent or mitigate a dangerous condition, DISTRICT shall be entitled to implement the remedial action(s) without prior notice to CARSON if there is insufficient time to give notice due to an emergency as defined in Public Contract Code Section 1102. The DISTRICT shall prepare and send to CARSON an invoice for all work reasonably undertaken by the DISTRICT to remedy any maintenance deficiency, and CARSON shall within thirty (30) days from the receipt of the invoice reimburse the DISTRICT for all costs and expenses reasonably incurred by the DISTRICT to remedy said deficiency. Should CARSON dispute that any remedial action by the DISTRICT was occasioned by CARSON's failure to perform any maintenance activities provided for in this AGREEMENT, CARSON shall promptly notify the DISTRICT and the PARTIES shall meet and confer in good faith within such thirty (30) day period allowed for payment.

3.1.9. CARSON shall be responsible for all community relations related to the PROJECT (including the DIVERSION), including responding to public inquiries, complaints, etc. DISTRICT shall forward to CARSON any community relations, public inquiries, complaints, etc., related to the PROJECT or DIVERSION.

3.1.10. CARSON shall not discharge any nonstormwater from the PROJECT to the STORM DRAIN or to any other storm drains owned or operated by the DISTRICT.

SECTION 4: Termination of AGREEMENT

4.1. The DISTRICT shall have the right to terminate this AGREEMENT by giving CARSON at least one hundred twenty (120) days prior written notice, under the following conditions:

4.1.1. The DISTRICT proposes a project for flood control, water conservation, and/or any other use or purpose authorized by the Los Angeles County Flood Control Act; and

4.1.2. The DISTRICT determines, in good faith, that the DIVERSION or any portion thereof, would be substantially incompatible with the DISTRICT's proposed project; and

4.1.3. The DISTRICT has notified CARSON of the basis for the DISTRICT'S determination that a substantial incompatibility will exist and has provided CARSON with a reasonable opportunity to propose modifications to the DIVERSION that will eliminate the incompatibility; and

4.1.4. After consideration of any such modifications proposed by CARSON, the DISTRICT, in its sole but reasonable discretion, determines not to incorporate any such modifications or determines that, notwithstanding any such modifications, the DIVERSION will still be substantially incompatible with the DISTRICT's proposed project.

4.2. The DISTRICT shall have the right to terminate this AGREEMENT in the event CARSON breaches any term or condition of this AGREEMENT and fails to cure such breach or breaches within a reasonable amount of time from the date the DISTRICT provides written notice of said breach or breaches to CARSON.

4.3. The DISTRICT shall have the right to terminate this AGREEMENT if construction of the DIVERSION has not been completed within five (5) years from the date this AGREEMENT is fully executed.

4.4. The DISTRICT shall have the right to suspend or terminate this AGREEMENT in the DISTRICT's sole discretion, in the event the DISTRICT determines, in good faith, that it is necessary for the DISTRICT to enter and take exclusive possession of the DIVERSION or any portion thereof in order to respond to an emergency as defined in Public Contract Code Section 1102.

4.5. CARSON shall have the right to terminate this AGREEMENT for any reason, by giving the DISTRICT at least sixty (60) days prior written notice.

SECTION 5: Removal of Improvements and Restoration of the STORM DRAIN

5.1. Upon termination of this AGREEMENT, the DISTRICT may, in its sole discretion, provide a written notice to CARSON to remove all or any improvements constructed or installed by or on behalf of CARSON in connection with the DIVERSION, and to restore the STORM DRAIN to a condition similar to or better than that which existed on the effective date of this AGREEMENT (including sealing off the diversion inlet). If the DISTRICT provides such notice, CARSON shall comply with said notice within a reasonable time, but in no event exceeding one hundred eighty (180) days from the date of the notice or such longer period as may be mutually agreed to by the PARTIES. If CARSON cannot remove all improvements within one hundred eighty days (180) for reasons outside its control, it shall give prompt notice to DISTRICT when it learns it cannot meet this deadline, and the PARTIES will meet and confer in good faith concerning the obstacles to meeting the deadline and concerning a proposed mutually agreeable timeline for removal.

5.2. Prior to commencing the removal of any improvements, CARSON shall apply for and obtain a permit for the removal activities from the County of Los Angeles Department of Public Works, Land Development Division, Permits and Subdivisions Section and shall also apply for and obtain any and all other necessary local, State, and Federal permits applicable to the removal of the improvements.

5.3. If CARSON fails to comply with the DISTRICT's notice referred to in subsection 5.1, the DISTRICT may, in its sole discretion, remove any or all improvements referenced in the DISTRICT's notice to CARSON.

5.4. If the DISTRICT removes any improvements pursuant to subsection 5.3, the DISTRICT shall submit a billing invoice to CARSON indicating the costs and expenses reasonably incurred by the DISTRICT in connection with the removal of the improvements and CARSON shall reimburse the DISTRICT all such costs and expenses within thirty (30) days of CARSON's receipt of a billing invoice from the DISTRICT.

SECTION 6: Miscellaneous Provisions

6.1. Damage to STORM DRAIN or DIVERSION

6.1.1. If any components of the DIVERSION are damaged by any negligent act or omission of the DISTRICT, the DISTRICT shall repair and replace those components within a reasonable time frame after discovery or notice thereof. The DISTRICT shall be responsible for all costs related to these repairs and/or replacements.

6.1.2. If any components of the STORM DRAIN are damaged by any negligent act or omission of CARSON, CARSON shall repair and replace those components within a reasonable time frame after discovery or notice thereof. CARSON shall be responsible for all costs related to these repairs and/or replacements.

6.1.3. As owner of the STORM DRAIN, the DISTRICT shall continue to be responsible for operation, maintenance, monitoring, upkeep, and improvements of the STORM DRAIN, and nothing in this AGREEMENT alters the DISTRICT's ownership status concerning the STORM DRAIN. CARSON shall not become responsible for costs associated with the regular operation and maintenance of the STORM DRAIN, including but not limited to necessary repairs and/or replacement of STORM DRAIN components and obtaining, complying with, and renewing as necessary all required regulatory permits for the STORM DRAIN.

6.2. The DISTRICT shall not be responsible for the expense of any relocation, alteration, or modification of the PROJECT, the DIVERSION or any portion thereof requested by CARSON.

6.3. Indemnification and release.

6.3.1. CARSON shall indemnify, defend, and hold harmless the DISTRICT, the County of Los Angeles, and their respective officers and employees from and against any claims, demands, liability, damages, costs and expenses, including, without limitation, attorney fees and costs of litigation and claims alleging violations of the California Environmental Quality Act (CEQA) or CEQA Guidelines arising out of the PROJECT or DIVERSION, and including, without limitation, attorney fees and costs of litigation and claims involving bodily injury, death or personal injury of any person or property damage of any nature whatsoever, arising out of or in any way connected to the construction, operation, maintenance, repair, modification, or removal of the PROJECT, the DIVERSION, or any portion thereof, except to the extent caused by the negligence or willful misconduct of the DISTRICT, the County of Los Angeles, or their respective officers, employees, or contractors.

6.3.2. The DISTRICT shall indemnify, defend, and hold harmless the CARSON and its respective officers and employees from and against any claims, demands, liability, damages, costs and expenses, including, without limitation, attorney fees and costs of litigation and claims involving bodily injury, death, or personal injury of any person or property damage of any nature whatsoever, arising out of or in any way connected to operation and maintenance of the STORM DRAIN, exclusive of the DIVERSION, or any portion thereof, except to the extent caused by the negligence or willful misconduct of CARSON or its respective officers, employees or contractors.

6.3.3. CARSON releases the DISTRICT and waives all rights to damages for any loss, costs, or expenses CARSON may sustain as a result of any damage to, or destruction of, the PROJECT, the DIVERSION, or any portion thereof, attributable to flood or stormwaters, or any other runoff tributary to the STORM DRAIN, except to the extent such damages are caused by the negligence or willful misconduct of the DISTRICT or its officers, employees or contractors.

6.4. Cooperation. The Parties shall fully cooperate with one another to attain the purposes of this Agreement.

6.5. Good Faith. Each Party shall use reasonable efforts and work in good faith for the expeditious completion of the purposes and goals of this Agreement and the satisfactory performance of its terms.

6.6. Voluntary. This Agreement is voluntarily entered into to attain the purposes set forth in this this Agreement.

6.7. Relationship of Parties. The Parties are and shall remain at all times as to each other wholly independent entities. No Party to this Agreement shall have power to incur any debt, obligation, or liability on behalf of another Party unless expressly provided to the contrary by this Agreement. No employee, agent, or officer of a Party shall be deemed for any purpose whatsoever to be an agent, employee, or officer of another Party.

6.8. Binding Effect. This Agreement shall be binding upon, and shall be to the benefit of the respective successors, heirs, and assigns of each Party; provided, however, no Party may assign its respective rights or obligations under this Agreement without prior written consent of the other Parties.

6.9. Amendment. The terms and provisions of this Agreement may not be amended, modified or waived, except by an instrument in writing signed by all the Parties.

6.10. 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 to any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this Agreement.

6.11. Governing Law. This Agreement is made under and will be governed by the laws of the State of California. In the event of litigation between the Parties, venue in the state trial court shall lie exclusively in the County of Los Angeles.

6.12. No Presumption in Drafting. All Parties have been represented by legal counsel in the preparation and negotiation of this Agreement. Accordingly, this Agreement shall be construed according to its fair language.

6.13. Severability. The provisions of this Agreement are severable, and the invalidity, illegality or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provisions. If any provision of this Agreement is found to be invalid, illegal, or unenforceable, the Parties shall endeavor to modify that clause in a manner which gives effect to the intent of the Parties in entering into this Agreement.

6.14. Counterparts. This Agreement may be executed in counterparts, which together shall constitute the same and entire Agreement.

6.15. Notices. Any notices, bills, invoices, or reports relating to this Agreement, and any request, demand, statement or other communication required or permitted hereunder shall be in writing and shall be delivered to the Representative of the Party at the address set forth below. Parties shall promptly notify each other of any change of contact information, including personnel changes. Written notice shall include notice delivered via e-mail and U.S. Mail. A notice shall be deemed to have been received on (a) the date of delivery, if delivered by hand during regular business hours, or by confirmed facsimile or by e-mail; or (b) on the third (3) business day following mailing by registered or certified mail (return receipt requested) to the address set forth below.

6.16. Administration. For purposes of this Agreement, the Parties hereby designate as their respective Party Representatives the persons named below. The designated Party Representatives, or their respective designees, shall administer the terms and conditions of the Agreement on behalf of their respective Party. Each of the persons signing below on behalf of a Party represents and warrants that they are authorized to sign this Agreement on behalf of such Party.

6.17. Notices

Any correspondence, communication, or contact concerning this AGREEMENT, and all notices including permits, that are to be given or that may be given by PARTIES shall be directed to the following:

Los Angeles County Flood Control District
Department of Public Works
Stormwater Planning Division, 11th Floor
900 South Fremont Avenue
Alhambra, CA 91803-1331
Attention: Keith Lilley
Phone No.: (626) 458-4309
Fax: (626) 457-1526

Los Angeles County Flood Control District
Department of Public Works
Stormwater Maintenance Division, Annex Building Second Floor
900 South Fremont Avenue
Alhambra, CA 91803-1331
Attention: Nandini Moran
Phone No.: (626) 458-7810
Fax No.: (626) 458-4165

City of Carson
Department of Public Works
701 East Carson Street
Carson, CA 90745
Attention: Dr. Maria Williams-Slaughter
Phone No.: (310) 952-1700 ext. 1754
mslaughter@carson.ca.us

The PARTIES shall promptly notify each other of any change of the contact information specified in this Section 6.16, including personnel changes.

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IN WITNESS WHEREOF, DISTRICT and CARSON have caused this AGREEMENT to be executed by their respective duly authorized officers, by DISTRICT on _____, 2018; by CARSON on JUN 3, 2018.

LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT,
A body corporate and politic

By_____
Chief Engineer

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By _____
Deputy

CITY OF CARSON

By_____
City Mayor

APPROVED AS TO FORM:

By_____
Dep. City Attorney

ATTEST:

By_____
City Clerk

Exhibit 5
Industrial Wastewater Permit No. 22253

LOS ANGELES COUNTY SANITATION DISTRICTS
Converting Waste Into Resources

INDUSTRIAL WASTE SECTION
1955 Workman Mill Road
Whittier, CA 90601
P.O. Box 4998
Whittier, CA 90607-4998
(562) 699-7411 Ext. 2900
FAX: (562) 908-4224

INDUSTRIAL WASTEWATER DISCHARGE PERMIT REQUIREMENT LIST

The approval and issuance of this permit requires compliance with the Wastewater Ordinance and is being made conditionally and subject to City of Carson being in compliance with all indicated items on this list and accompanying data sheet. Satisfactory evidence of compliance with these conditions should be supplied to the Districts where requested. Satisfactory evidence will consist of a minimum of written notification signed by a responsible company official, and in some cases may involve the submission of additional drawings and data, or verification by a Districts representative. Failure to comply with all items on the requirement list, including all deadlines specified, invalidates this approval and issuance. Invalidation of this permit will result in City of Carson being deemed to be operating without a valid permit and subject to immediate discontinuance of sewer services for industrial operations. Per Section 401 of the Districts' Wastewater Ordinance, this permit is not transferable.

FACILITY NAME	City of Carson
FACILITY ID	9254557
PERMIT NUMBER	22253
PERMIT TYPE	Industrial Waste - Standard
DATE OF APPROVAL	April 28, 2021
DATE OF EXPIRATION	January 16, 2024

1. Approval SIU (Rev 04-15-2013)

This Industrial Wastewater Discharge Permit is issued only for the discharge of treated wastewater from the operations listed as "outgoing" in Section 3 of the Permit Data Sheet. This Permit will expire as shown in Section 2 of the Permit Data Sheet. The permittee must submit a permit application and supporting documents to the appropriate local agency at least six months prior to the expiration date. Failure to obtain a renewed permit by the expiration date will result in the permittee being deemed to be operating without a valid permit. As such, the expired permit may be voided and a temporary permit issued.

2. Local Limits (Rev 10-02-2015)

Numerical limits have been established by the Districts for the temperature, pH, flashpoint, and maximum concentrations of heavy metals and other toxic materials permissible in an industrial discharge to the public sewers. The limits are those shown in Section 6 of the Permit Data Sheet with the designation of Local in the Regulation column. In addition, applicable state and federal limits are shown in Section 6 of the Permit Data Sheet with the respective designations of State and Federal in the Regulation column. The permittee is advised that any discharge in excess of the limits shown in Section 6 of the Permit Data Sheet requires corrective action by the discharger. Penalties applicable to violations of these limits will be strictly enforced by the Districts.

3. SMR (Rev 07-17-2015)

Self-monitoring of the industrial wastewater must be performed at the intervals indicated in section 5 of the Permit Data Sheet and reported on the Self-Monitoring Report (SMR) form. The Districts will send the necessary SMR forms before each reporting period. All indicated analyses must be performed by a State or Districts' certified laboratory. The certification section of the SMR form must be completed and signed by a responsible company official. For each reporting period, the completed SMR form and the corresponding laboratory report must be submitted to the Districts' Industrial Waste Section no later than the due date indicated on the form. The wastewater samples must be analyzed in accordance with 40 CFR Part 136 and must be collected in such a way that they are representative of the total discharge generated by a typical day's operations. Each representative sample (composite and/or grab) should be collected over one 24-hour period and analyzed for all parameters in Section 5. A minimum of four grab samples must be taken for cyanide, total phenols, sulfides, volatile organics, and oil and grease if the parameter is subject to federal limitations. The samples may be analyzed separately or composited in accordance with acceptable procedures prior to analysis. Compositing of these grab samples may be conducted in a laboratory prior to analysis for all parameters; alternatively, cyanide, total phenol, and sulfides samples may be composited in the field. All representative samples must be submitted and meet all applicable limits. Violations of effluent limitations must be reported to the Districts within 24 hours of the discharger becoming aware of the violation at (562) 699-7411, extension 2907. Additional sampling and analysis must be conducted for all parameters in violation. The results of the repeat analysis must be submitted within 30 days of becoming aware of the violation.

4. Records Retention (Rev 02-14-2011)

The permittee shall maintain records of all information resulting from any monitoring activities required by 40 CFR 403.12, including self-monitoring reports, baseline monitoring reports, and documents associated with required best Management Practices. Such records shall include for all samples:

a) The date, exact place, method, and time of sampling and the name of the person or persons taking the samples;

b) The dates analyses were performed;

c) Who performed the analyses;

d) The analytical techniques/methods used; and

e) The results of such analyses.

The permittee is required to retain for a minimum of four years any records of monitoring activities and results (whether or not such monitoring activities are required by 40 CFR 403.12) and shall make such records available for inspection and copying by the Districts. This period of retention shall be extended during the course of any unresolved litigation regarding the permittee or when requested by the Districts.

5. Sample Point (Rev 01-01-2007)

The permittee's legal sampling point(s) are indicated in Section 4 of the Permit Data Sheet. The permittee is responsible for maintaining and cleaning the sampling point(s) to prevent any build-up of oil and grease, sediment or sludge; failure to do so does not invalidate sampling test results. Analytical results from samples taken from the location(s) according to accepted sampling procedures shall be accepted as binding. Safe and convenient access to the sampling point(s) must be provided for representatives of the Districts. Should Districts' staff determine that the sampling locations(s) are unsafe, difficult to access or require modification, the permittee must propose alternatives which will provide sampling point(s) acceptable to the Districts. If a locked security enclosure is necessary, a Districts' padlock shall be used to secure the sampling point area. The permittee must call (562) 699-7411, extension 2907 to make arrangements for installation of the lock.

6. Split Sample (Rev 01-01-2007)

The Districts' personnel may provide a split of any composite sample collected if sufficient sample volume is available. Districts' personnel may also provide split, concurrent, or sequential grab samples. These samples will be left with a designated company representative. If the designee is not available, these samples will be left with whoever is available.

The permittee is required to follow appropriate preservation techniques, analytical procedures, and holding periods specified in 40 CFR 136, if the analytical test results from these samples are to be used for compliance or surcharge reporting purposes. Failure to follow the prescribed procedures will invalidate the test results.

7. Pretreatment Maintenance (Rev 01-01-2007)

The permittee is required to have in place a program of regular pretreatment equipment maintenance and cleaning to prevent a build-up of grit, oil, or grease or other prohibited materials which may enter the sewer and to ensure compliance at all times with applicable industrial wastewater effluent limits. The permittee should also provide trained personnel for proper operation and regular maintenance of all components of the pretreatment system and should also maintain an adequate supply of treatment chemicals as well as replacement parts for key components of the pretreatment system.

8. Floor Drains Advisory (Rev 01-01-2007)

All floor drains shall have grated covers with 3/8" maximum openings to prevent larger particles from clogging the sewer.

9. Bypass Notification (Rev 02-23-2012)

In accordance with federal regulations found at 40 CFR Part 403.17, the permittee must not bypass required pretreatment equipment unless the bypass was unavoidable to prevent loss of life, personal injury or severe property damage and there were no feasible alternatives to the bypass and the permittee notified the Districts at least 10 days prior to an anticipated bypass or within 24 hours of an unanticipated bypass. Severe property damage does not include economic loss due to production delays. Feasible alternatives include use of auxiliary treatment facilities, retention of untreated wastes or cessation of production.

The permittee shall submit oral notice of an unanticipated bypass that exceeds effluent limitations to the Districts within 24 hours from the time the permittee becomes aware of the bypass.

A written submission shall also be provided within five days of the time that the permittee becomes aware of the bypass. The written submission shall contain a description of the bypass and its cause; the duration of the bypass, including exact dates and times, and, if the bypass has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent reoccurrence of the bypass. The Districts may waive the written report on a case-by-case basis if the oral report has been received within 24 hours.

The permittee may allow any bypass to occur which does not cause Pretreatment Standards or Requirements to be violated, but only if it also is for essential maintenance (i.e. pipe or pump failures) to assure efficient operation. However, routine maintenance should be conducted during normal periods of production downtime. Notification is not required for bypasses that do not result in federal categorical violations.

The Districts will determine whether the permittee has met all bypass criteria above thus avoiding enforcement action for violation of federal regulations. However, this does not relieve a discharger of the responsibility to comply with Districts' Ordinance or effluent limitations at all times. Any repair or maintenance costs to Districts' facilities associated with any bypass of pretreatment equipment will be borne by the permittee.

10. FM, Proposal Required

The Districts require an automatic full-time effluent flow measurement system for any company whose industrial wastewater discharge exceeds 50,000 gallons per day or 100 gallons per minute peak flow. The system must provide indication recording and totalization of flow, and a contact closure generating device, which can be used to activate Districts', and other automatic samplers.

According to the Districts records, the permittee's flow rate exceeds 50,000 gallons per day and 100 gallons per minute. Therefore, it will be necessary to install a flow monitoring system as indicated above. The system should be of the open channel type (e.g.; flume or weir). A closed-pipe system (e.g.; a magnetic flow meter) may also be accepted under certain circumstances. One set of detailed construction drawings of the discharge flow monitoring system must be submitted for Districts' approval prior to construction. These drawings shall indicate relevant pipe slopes, elevations, and locations, dimensions, types and location of instrumentation, details of flow metering elements, the estimated flow range (minimum, maximum and average), and upstream and downstream piping, structures and devices which could influence flow through the flow meter.

Manufacturer's calculations, catalog cuts, and data sheets shall be included with the construction drawings for any manufactured equipment to be installed as part of the flow monitoring system.

The flow monitoring installation shall include a momentary contact closure pulse signal generating device which can be used to activate an automatic sampler capable of generating one to four pulse signals for each flow volume equivalent to 30 minutes discharge at the average flow rate during the operating day of the facility.

Design of flow monitoring installations shall be performed under the supervision of a California registered professional engineer competent in this field. Design and construction drawings and calculations shall be stamped with the authorized seal of the supervising professional engineer or signed over his registration number, to indicate his review and approval of the work. For additional information and requirements, please refer to the Districts' website at
https://www.lacsd.org/wastewater/industrial_waste/iwpolicies/flow_measurement.asp for a copy of the Districts' Industrial Wastewater Flow Measurement Requirements.

The required plans and associated documents must be submitted within 180 days from the date of this permit approval.

11. FM, Calibration

The required flow monitoring system shall be properly installed and calibrated prior to commencement of discharge.

12. FM, Peak Flow Limit

The permitted peak flow rate for the permittee is listed in Section 7 of the Permit Data Sheet, in gallons per minute, and is defined as the highest average rate at which wastewater is allowed to be discharged to the public sewer during any five minute time period. This rate is not be exceeded at any time. For surcharge reporting purposes, peak flow charges are calculated using a separate definition, as set forth in Section A-34 of the *Wastewater Ordinance.*

13. Districts' Personel Facility Access

The permittee must provide Sanitation Districts' personnel unencumbered access to either the source of power or the controls to the discharge pump so that diversion may be interrupted should a spill to the storm drain occur upstream or should any other event occur that may adversely impact the Sanitation Districts' sewerage system. Facilities, including the sampling vault and the electrical building which the permittee requires to be locked, must be equipped either with a Districts' provided A297 lock or a master key provided by the permittee.

14. Rainwater, General (Rev 01-01-2007)

The Districts' policy on rainwater and stormwater is established under the provisions of Section 305 of the Wastewater Ordinance as amended November 1, 1989. Section 305 specifies that no rainwater or stormwater shall be discharged to the Districts' sewerage system, except where prior approval has been given by the Chief Engineer. As a general practice, the Districts require roofing or regrading of all open areas with exposed drains which discharge to the public sewer. This practice protects the Districts' sewerage system from excessive hydraulic loads that can be created by unwanted rainwater and stormwater runoff. Rainwater diversion systems shall divert any rainfall in excess of 0.1 inch to the storm drain. Diverted rainwater must meet any requirements of the Regional Water Quality Control Board. Any rainwater discharge to the sewer system must be in accordance with the Districts' "Guidelines for the Discharge of Rainwater, Stormwater, Groundwater and Other Water Discharges" available at http://www.lacsd.org/info/industrial_waste/forms/default.asp.

15. Haul Untreated Spills

Spills of restricted materials to the project's tributary drainage area are not to be discharged to the sewer. The permittee is responsible for capturing and hauling such spills to a legal disposal site. Records of such hauled materials must be maintained by the permittee and made available for review by Sanitation Districts' personnel upon request.

16. Spill Containment, General (Rev 01-01-2007)

Any industrial user with a significant potential to discharge restricted materials, as defined in the Districts' "Slug Discharge Control and Spill Containment Policy" available at http://www.lacsd.org/info/industrial_waste/policies/slugdischarge.asp, is required to install and maintain an adequate spill containment system.

17. Spill Containment Logbook (Rev 01-01-2007)

If the permittee has restricted materials which must be contained in spill containment areas, the permittee is required to maintain a log book that is available to Districts' employees upon request or during inspections. Any material that enters a spill containment area must be handled as a spill, including rainwater and any process wastewater that results from "normal" operations. All materials removed from spill containment areas, whether restricted or non-restricted as defined in the Districts' "Slug Discharge Control and Spill Containment Policy" (http://www.lacsd.org/info/industrial_waste/policies/slugdischarge.asp) must be included in the log book. The log book must contain the following information:

a) Date and time

b) Identity of material (an analysis is required if the spill is of unknown origin to determine the type of treatment or remediation for proper disposal)

c) Quantity (volume)

d) Cause

e) Method of disposal (includes transfer to off-site treatment system)

f) Corrective action implemented to prevent spills from reoccurring

18. Haul Untreated Spills (Rev 01-01-2007)

Under no circumstances shall process solution spills be discharged directly to the sewer. Unreclaimed or untreated process solution spills shall be hauled to a legal disposal site.

19. Manually Actuated Pump (Rev 01-01-2007)

Spills may be pumped from containment areas to pretreatment systems for treatment prior to discharge after determining their treatability and entering the information into the required log book. Pumps used for this purpose must be manually actuated and there must be no other available access to the sewer.

20. Slug Discharge Control Plan Adv (Rev 04-15-2013)

Upon request by the Districts, the permittee may be required to develop a Slug Discharge Control Plan which complies with the Districts' "Slug Discharge Control and Spill Containment Policy" (available at http://www.lacsd.org/wastewater/industrial_waste/iwpolicies/slugdischarge.asp) and includes, at a minimum, the following elements:

a) Description of discharge practices, including non-routine batch discharges (non-routine batch discharges are not allowed unless specified as an approved discharge in the permit);

b) Description of stored chemicals;

c) Procedures for immediately notifying the Districts of slug discharges, including any discharge that would violate a prohibition under 40 CFR 403.5(b), with procedures for follow-up written notification within five days;

d) Procedures to prevent adverse impact from accidental spills, including inspection and maintenance of storage areas, handling and transfer of materials, loading operations, control of plant site run-off, worker training, building of containment structures or equipment, measures for containing toxic organic pollutants (including solvents), and/or measures and equipment for emergency response;

e) This plan must be maintained at the discharge location and must be made available for review by Districts' personnel upon request.

21. Slug Discharge Modification Adv (Rev 04-15-2013)

The permittee is required to immediately notify the Districts if modifications from the approved discharge practices are expected that may affect the potential for a slug discharge. Slug discharges are any discharges of a non-routine, episodic nature, including but not limited to an accidental spill or a non-customary batch discharge, which has a reasonable potential to cause Interference or Pass Through, or in any other way violates regulations for the Districts' treatment plants or sewer collection system.

22. Combustible Gas System - Digital Recorder

A digital (i.e., paperless) recorder must record continuously. Data recording frequency shall be set to one per minute. Simple instructions for recalling the data must be posted at or near the digital recorder. The instructions must be protected from the weather (e.g., by lamination). If needed, a representative of the permittee who is familiar with the operation of the digital recorder must be available at all times to assist Sanitation Districts' staff to readily access, retrieve, and review current and historical records of combustible levels at the site. The recorder must generate secure electronic data that cannot be modified or deleted and has sufficient memory for a minimum of sixty (60) days of data. The failure to comply with these requirements may necessitate the installation of a paper chart recorder.

23. Discharge Liquid or Gas (Rev 06-04-2010)

The permittee must not discharge any liquid or gas that causes or tends to cause flammable or explosive conditions in the sewerage system. The purpose of a combustible gas monitoring system is to alert the company that such conditions exist. The permittee must then stop discharging to the public sewer and/or divert wastewater flow to an appropriate holding area. The system must be in accordance with the District's "Industrial Wastewater Combustible Gas Monitoring System Guidelines".

24. Combustible Gas Alarm Levels (Rev 01-01-2007)

The lower alarm level setting must not exceed 15 percent of the Lower Explosive Limit (LEL). The upper alarm level must be set at 20 percent LEL, and when this level is reached, the company must cease discharging to the sewer and/or divert flow from the sewer to an appropriate holding vessel or pond until such time the combustible level falls below 20 percent LEL.

NOTIFICATION: When the combustible levels reaches > 20 percent LEL the company must notify:

a) the local Fire Department
b) the Districts at (562) 699-7411, extension 2907 or (562) 437-6520, 437-1881.

25. CGMS, General (Dry-Weather Diversion Facility)

This dry-weather diversion facility uses an infrared detector/sensor head assembly to monitor combustible gas. A regular maintenance and calibration schedule for the combustible gas monitoring system shall be established by the company based upon the manufacturer's specifications and recommendations for the type and model selected. Routine maintenance of the combustible gas monitoring system shall be done on a more frequent basis. At a minimum, a zero check/adjustment shall be performed monthly.

26. Combustible Gas Maintenance Records

All Companies required to install combustible gas monitoring systems must keep accurate records of any maintenance and calibration done on the system. The records should be maintained for a period of four years, and copies should be regularly submitted to the Districts, in accordance with the following requirements:

a) Maintenance Record - A record must be kept and retained for a period of four years of all maintenance performed on the combustible gas detection system. The "Combustible Gas Monitoring System Maintenance Records" form (available at http://www.lacsd.org/wastewater/industrial_waste/iwpolicies/waterdischarges .asp#Combustible) or a similar form should be used for this purpose. The "zero" level of the meter and chart should be checked regularly to ensure proper operation. Any maintenance which is performed monthly or more often may be listed as "routine" on the form. The maintenance record form should be kept near the combustible gas meter control unit, or another location easily accessible for inspection by representatives of the Districts.

b) Calibration Check - The span check/adjustment should be performed on a regular basis (no less than monthly) to ensure proper operation and continued accuracy. The calibrations performed should be recorded on the "Combustible Gas Detection Meter Calibration Check Record" form (found at http://www.lacsd.org /wastewater/industrial_ waste/iwpolicies/waterdischarges.asp#Combustible). This form should be kept with the maintenance record.

c) Information Submittal Frequency - Copies of six months of the calibration check and the maintenance record forms are to be submitted to the Districts semiannually on January 31 and July 31.

d) Calibration of the Combustible Gas Meter After an Upper Alarm Level Incident - In addition to the regular calibration schedule, if the upper alarm level (20 percent LEL) is reached, the combustible gas meter must be recalibrated to ensure the continued proper operation of the unit.

A calibration kit should be provided and used in order to ensure proper operation and continued accuracy of the installed combustible gas monitoring system unless an outside service contract is provided.

27. Sewer Overflow Prevention

If discharge from the project causes the sewer to flow at greater than 85% depth at the CSD junction structure shown on drawing sheet C-11, or if the Sanitation Districts have concerns for other operational difficulties, the allowable flow rate may be decreased.

28. Penalties (Rev 01-01-2007)

Every person or permittee violating any provision of this Industrial Wastewater Discharge Permit (permit) or the Districts' *Wastewater Ordinance* (*Ordinance*) is guilty of a misdemeanor, and upon conviction is punishable as provided by law (California Health & Safety Code Section 4766 currently allows for a fine not to exceed $1,000, or imprisonment for not more than thirty days, or both. Misdemeanor violations of California Health & Safety Code Section 25189.5 currently allow for a fine not to exceed $100,000 and imprisonment not to exceed one year. Misdemeanor violations of the Clean Water Act, 33 USC 1319(c) currently allow for a fine not to exceed $25,000 and imprisonment not to exceed one year). Each day during which any violation continues shall constitute a separate offense. The Chief Engineer is authorized to seek, through the office of the District Attorney of Los Angeles County or other appropriated authority, prosecution of criminal charges against any person violating any provision of the permit or the *Ordinance*. Violations of discharge limitations established under this permit or the *Ordinance* may also be violations of state and federal environmental laws which may be punishable as felonies and which may also carry substantial fines and penalties (California Health & Safety Code 25189-5 currently allows for a fine not to exceed $100,000 (except the fine can be up to $250,000 for great bodily injury or substantial probability of death) and imprisonment up to three years and 33 USC Section 1319(c) currently allows for a fine not to exceed $1,000,000 for a first conviction and imprisonment of up to 15 years).

In addition, any person or permittee who violates any provision of the *Ordinance* or any term or condition of any permit issued pursuant to the *Ordinance* or plan approval that prohibits or limits the discharge of any waste or imposes any pretreatment requirement shall be civilly liable to the Districts in the maximum sum provided by law for each day in which such violation occurs (California Government Code Section 54740 currently allows for civil penalties which include, but are not limited to, a fine of up to $25,000 per day of violation).

29. Additional Pretreatment Advisory (Rev 01-01-2007)

The permittee is advised that additional industrial wastewater pretreatment equipment or other measures may be required if inspection or monitoring indicates prohibited materials are discharged. If such measures include installation of new pretreatment equipment, plans and necessary documentation for such added equipment must be submitted to the local permit agency and the Districts for approval prior to construction.

30. Prohibited Discharge Notification (Rev 01-01-2007)

In the event of the discharge of any prohibited waste, excessive quantities or concentrations of any restricted waste, or of the discharge of material not covered under this permit, the company must immediately notify the Districts by calling (562) 699-7411, extension 2907, during office hours or the Long Beach Pumping Plant, (562) 437-6520, during non-office hours.

The Districts must also be notified of any circumstances affecting plant processes or facility operations that may potentially result in the discharge of similarly prohibited or restricted wastes, including but not limited to the malfunction, upset or improper operation of plant processes, pretreatment systems, spill containment facilities, or diversion/bypass mechanisms. Failure to immediately notify the Districts of any such event or condition is a violation of the Wastewater Ordinance.

31. Surcharge Testing (Rev 01-01-2007)
If the permittee is required or chooses to file a Long Form Surcharge Statement, surcharge tests of the industrial wastewater must be performed at the intervals indicated on Table A of the Long Form Surcharge Statement booklet and submitted annually with the wastewater treatment surcharge statement. The company is reminded that the surcharge testing requirements are independent of the test for self-monitoring reports required in Section 5 of the Permit Data Sheet. For further information on surcharge testing requirements, please contact the Districts' Surcharge group at (562) 699-7411, extension 2600.

32. Capacity Unit Increase Advisory (Rev 01-01-2007)
If the wastewater flow rate and strength data indicate an increase in the sewerage capacity unit usage by 25% or more, the permittee may be required to revise its permit, and will be required to pay a corresponding connection fee should existing sewerage baseline capacity units be insufficient to accommodate discharge at that time.

33. Surcharge Test Requirements
This facility is subject to additional surcharge testing requirements for chemical oxygen demand (COD) and suspended solids (SS). Surcharge testing frequency is normally based on a yearly cumulative flow that is continuous and/or intermittent. Because this facility diverts stormwater and urban runoff flows that are seasonal and often sporadically irregular in volume, the following surcharge testing frequency of COD and SS shall apply to provide wastewater analyses that adequately represent discharges to the sewer system during dry and wet weather periods:

- Wet Weather Sampling

Four storm event samples shall be collected annually. Each sample shall be collected from a measurable storm event that results in an actual discharge of stormwater that follows the preceding measurable storm event.

- Dry Weather Sampling

Dry weather sampling frequency shall be based on the "Surcharge Testing Frequency for COD and SS" table provided for the Surcharge Test Requirements of the Data Sheet.

34. Payment Obligation (Rev. 02-13-2020)
The permitee must in a timely manner pay any surcharge, penalty, interest, fees or charges imposed under the Wastewater Ordinance.

35. Surcharge Payment Obligation (Rev. 02-13-2020)
In accordance with the Wastewater Ordinance, the permitee must file annually a wastewater treatment surcharge statement unless exempted by the Chief Engineer. All surcharge statements and any required payments must be submitted on or before August 15 following the end of the fiscal year. The permittee must report the total annual surcharge due and the wastewater discharge data used in making such calculations. Such information must be provided on a form provided and must be signed by the permittee under penalty of perjury. The permittee must comply with all instructions which accompany the forms.

36. Status Change Notification (Rev 01-01-2007)
The permittee is required to notify the Districts of any change in the status of the subject facility, if ownership or operating responsibility changes, or if the industrial waste connection is legally abandoned.

37. 25 Percent Change - Rev Req (Rev 07-01-2011)
A new permit application must be submitted when there is a significant change in wastewater quantity (more than 25 percent) or quality from that given in the approved permit information. The completed application must be submitted to the local governmental agency for initial processing prior to Districts' review. Approval must be obtained prior to any construction of new facilities.

38. Waste Hauler Reports (Rev 01-01-2007)

Waste hauler reports must be obtained and kept on file for a period of at least four years for any solid wastes from the wastewater pretreatment system and liquid wastes leaving the plant other than in the sewer system. These reports must be made available to representatives of the Districts upon request.

39. Equipment Changes (Rev 01-01-2007)

Engineering drawings for changes in equipment or processes must be submitted to the Districts through the local agency for approval before implementation.

LOS ANGELES COUNTY SANITATION DISTRICTS
Converting Waste Into Resources

INDUSTRIAL WASTE SECTION
1955 Workman Mill Road
Whittier, CA 90601
P.O. Box 4998
Whittier, CA 90607-4998
(562) 699-7411 Ext. 2900
FAX: (562) 908-4224

SANITATION DISTRICTS OF LOS ANGELES COUNTY
INDUSTRIAL WASTEWATER DISCHARGE PERMIT DATA SHEET

SECTION 1: *General Information*

Permit Number	22253	Facility ID	9254557
Permit Type	Industrial Waste - Standard	Parcel Number	7330-007-905
Facility Name	City of Carson	District	08
Facility Address	23800 S. Figueroa Street Carson, CA 90745	Thomas Bros. Grid	794/C2
Facility Permit Contact	Julio Gonzalez	Number of Employees	0
Telephone Number	310-952-1700		

Local Agency:	Los Angeles County Department of Public Works
Agency Adress:	900 S. Fremont Avenue Alhambra, CA 91803

SECTION 2: *Permit Status*

Industrial Waste Discharge Permit Status	APPROVED
Approval Date	April 28, 2021
Expiration Date	January 16, 2024

SECTION 3: *Flow Stream Information*

Name	Type	Direction	Federal Regulation	Local Regulation
Sample Point: 22253A				
Stormwater and urban runoff diverted from Bond Issue Project 1201-Line A and two curb opening catch basins in Figueroa Street and West Sepulveda Boulevard.	Sewered Flow	Outgoing	403	IU Standard - All Others

Flow Stream Regulatory Notes:

Federal Regulation: 40 CFR Part 403 General Pretreatment Regulations

Local Regulation: IU Standard - All Others

SECTION 4: *Sample Point Information*

Name	Description	Location Status	Location Type	Location Category
22253A	Below-ground sampling vault located on a side stream of the discharge line upgradient of the junction structure connecting to JO"D" Unit 1B in the southwest corner of the Carriage Crest Park.	Active-IW-Permit Required	Final Effluent	Noncategorical Significant

Point of Connection to Sewer: Connects to the Districts' JOD Unit 1B Trunk Sewer in Figueroa Street

Physical Location: 23800 S. Figueroa Street, Carson, CA 90745

SECTION 5: *Self Monitoring Report (SMR) Requirements*

Sample Location: 22253A (Below-ground sampling vault located on a side stream of the discharge line upgradient of the junction structure connecting to JO"D" Unit 1B in the southwest corner of the Carriage Crest Park.)

SMR Requirement	Frequency	Sample Method	Units
Cadmium, Total	Semiannually	Composite	mg/L
Chromium, Total	Semiannually	Composite	mg/L
COD, Total	Semiannually	Composite	mg/L
Copper, Total	Semiannually	Composite	mg/L
Lead, Total	Semiannually	Composite	mg/L
Nickel, Total	Semiannually	Composite	mg/L
Oil & Grease	Semiannually	Grab	mg/L
pH	Semiannually	Grab	S.U.
Silver, Total	Semiannually	Composite	mg/L
Solids, Suspended	Semiannually	Composite	mg/L
Sulfide, Soluble	Semiannually	Grab	mg/L
Total Cyanide	Semiannually	Grab	mg/L
Zinc, Total	Semiannually	Composite	mg/L

Beginning date of next required SMR reporting period: July 01, 2021

SECTION 6: *Substance Limits*

Sample Location: 22253A (Below-ground sampling vault located on a side stream of the discharge line upgradient of the junction structure connecting to JO"D" Unit 1B in the southwest corner of the Carriage Crest Park.)

Substance Name	Regulation	Sample Method	At Any Time Maximum	At Any Time Minimum	Daily Average Maximum	Average Maximum - *(Monthly Unless Otherwise Indicated)*
pH	Federal	Composite		5.0 S.U.		
pH	Federal	Grab		5.0 S.U.		
pH	Local	Composite		6.0 S.U.		
pH	Local	Grab		6.0 S.U.		
Flash Point	Federal	Composite		60 Deg. C		
Flash Point	Federal	Grab		60 Deg. C		
Flash Point	Local	Composite		60 Deg. C		
Flash Point	Local	Grab		60 Deg. C		
Temperature	Local	Grab	140 Deg. F			
Solids, Suspended			No Limit			
Solids, Total Dissolved			No Limit			
Total Cyanide	Local	Composite	10 mg/L			
Total Cyanide	Local	Grab	10 mg/L			
Sulfide, Soluble	Local	Grab	0.1 mg/L			
Chloride			No Limit			
COD, Total			No Limit			
Oil & Grease			No Limit			
Arsenic, Total	Local	Composite	3 mg/L			
Arsenic, Total	Local	Grab	3 mg/L			
Cadmium, Total	Local	Composite	15 mg/L			
Cadmium, Total	Local	Grab	15 mg/L			
Chromium, Total	Local	Composite	10 mg/L			
Chromium, Total	Local	Grab	10 mg/L			
Copper, Total	Local	Composite	15 mg/L			
Copper, Total	Local	Grab	15 mg/L			
Lead, Total	Local	Composite	40 mg/L			
Lead, Total	Local	Grab	40 mg/L			
Mercury, Total	Local	Composite	2 mg/L			
Mercury, Total	Local	Grab	2 mg/L			
Nickel, Total	Local	Composite	12 mg/L			
Nickel, Total	Local	Grab	12 mg/L			
Silver, Total	Local	Composite	5 mg/L			
Silver, Total	Local	Grab	5 mg/L			
Zinc, Total	Local	Composite	25 mg/L			
Zinc, Total	Local	Grab	25 mg/L			
Aldrin	Local	Composite	10 ug/L			
Aldrin	Local	Grab	10 ug/L			
Dieldrin	Local	Composite	10 ug/L			
Dieldrin	Local	Grab	10 ug/L			
Endrin	Local	Composite	10 ug/L			

Endrin	Local	Grab	10 ug/L			
Toxaphene	Local	Composite	10 ug/L			
Toxaphene	Local	Grab	10 ug/L			
Total HCH	Local	Composite	10 ug/L			
Total HCH	Local	Grab	10 ug/L			
Total Detected Chlordanes	Local	Composite	10 ug/L			
Total Detected Chlordanes	Local	Grab	10 ug/L			
Total Detectable DDT	Local	Composite	10 ug/L			
Total Detectable DDT	Local	Grab	10 ug/L			
Total Detectable PCBs	Local	Composite	10 ug/L			
Total Detectable PCBs	Local	Grab	10 ug/L			

*** Indicates a 4 Day Average Limit*

Summary Substances and Their Constituent Substances - No Limits on Constituents Unless Listed Above		
Sample Location: 22253A		
Summary Substance: Total Detectable DDT		
p,p'-DDE	p,p'-DDD	p,p'-DDT
Summary Substance: Total Detectable PCBs		
Aroclor 1242	Aroclor 1254	Aroclor 1016
Aroclor 1221	Aroclor 1232	Aroclor 1248
Aroclor 1260		

SECTION 7: *Flow Limits*

Sample Location: 22253A (Below-ground sampling vault located on a side stream of the discharge line upgradient of the junction structure connecting to JO"D" Unit 1B in the southwest corner of the Carriage Crest Park.)

Limit Type	Flow Data Type	Start Time	End Time	Flow Limit Value	Flow Units
Daily Average Flow Limit	Average			430,000	GPD
5-minute Peak Flow Limit	Maximum			15,300	gpm

SECTION 8: *Pretreatment Equipment/Process*

Pretreatment Process Name:	Combustible Gas Monitoring
Equipment Name	**Equipment Type**
LEL Sensor(1)-Required	Monitoring/Sampling
Pretreatment Process Name:	Effluent Monitoring
Equipment Name	**Equipment Type**
Digital Recorders (2)	Monitoring/Sampling
Magnetic Flow Meter	Flow Monitoring
Pretreatment Process Name:	Solids Removal
Equipment Name	**Equipment Type**
Curb-Opening Screens	Pretreatment
Hydrodynamic Separator	Pretreatment

SECTION 9: *Program Requirements*

Program Name	Status	Due Date	Approved Date	Plan Name
Combustible Gas System	Approved - Active		8/16/2018	Combustible Gas Monitoring
Flow Meter	Approved - Active			Flow Monitoring System
Rainwater	Approved - Active		8/16/2018	Low Flow Diversion System

SECTION 10: *Submissions/Completions Requirements*

Required Submissions/Completions	Due Date
Not Applicable	

Except as directed in permit requirement statements, all submissions and notifications of completions should be mailed to:

County Sanitation Districts of Los Angeles County
Industrial Waste Section
Karen Luo
P.O. Box 4998
Whittier, CA 90607-4998

Permit related questions should be directed to:

Karen Luo
562-908-4288 Ext. 2914
KLuo@lacsd.org

Flow Monitoring questions should be directed to:

Mohamed Bina
562-908-4288 Ext. 2958
mbina@lacsd.org

SELF-MONITORING REPORTING SCHEDULE

Permittees required to submit self-monitoring reports per Section 5 of this Permit Data Sheet are subject to the following schedule:

SELF-MONITORING REPORTING SCHEDULE[1]		
Analysis Frequency	**Reporting Period**	**Due Date[2]**
Annually	July 1 - June 30	July 15 (the following year)
Semi-annually	January 1 - June 30 July 1 - December 31	July 15 January 15
Quarterly	January 1 - March 31 April 1 - June 30 July 1 - September 30 October 1 - December 31	April 15 July 15 October 15 January 15
Monthly	Day 1 - Day 31 of the month	Day 15 (the following month)

[1]The laboratory data sheet(s) for each analysis performed during the reporting period must be included with the Self - monitoring Report form. However, only the results from the most recent sample collected during the reporting period should be recorded on the Self-monitoring Report form.

[2]The Self-monitoring Report form may be submitted before the due date as long as the sample is taken during the appropriate reporting period.

SURCHARGE TEST REQUIREMENTS

Industrial users participating in the Sanitation Districts' Surcharge Program may be subject to additional self-monitoring requirements besides those specified in the permit conditions. Surcharge testing parameters include Chemical Oxygen Demand (COD) and suspended solids (SS). For companies that file Long Form Surcharge Statements, the testing frequency for COD and SS is based on flow as shown in the table below. Surcharge wastewater analyses must adequately represent the average daily discharge to the sewer system and the results must be submitted annually with the wastewater treatment surcharge statement in accordance with each year's "Instruction for Filing a Long Form Wastewater Treatment Surcharge Statement." **Surcharge test requirements are independent of the self-monitoring report requirements**.

SURCHARGE TESTING FREQUENCY FOR COD AND SS **(Must be 24-hour Composite Samples)**	
Yearly Cumulative Flow from Each Outlet (in million gallons)	**Required Testing Frequency**
Less than 15.00	1 sample per 3 months
15.01 to 40.00	1 sample per 2 months
40.01 to 100.00	2 samples per month
100.01 to 250.00	1 sample per week
More than 250.00	2 samples per week

CITY OF CARSON
PROJECT NO. 1515
CARSON STORMWATER AND RUNOFF CAPTURE PROJECT
CARRIAGE CREST PARK

GENERAL NOTES

1. ALL WORK SHALL CONFORM TO THE PROJECT TECHNICAL SPECIFICATIONS. WORK NOT COVERED BY THE PROJECT SPECIFICATIONS SHALL CONFORM TO THE STANDARD PLANS OF LOS ANGELES COUNTY SANITATION DISTRICT STANDARDS, THE CITY OF CARSON, AMERICAN PUBLIC WORKS ASSOCIATION AND CALTRANS STANDARD PLANS AND SPECIFICATIONS. (ALL LATEST EDITIONS)
2. THE CONTRACTOR SHALL NOTIFY THE CITY ENGINEER 2 WORKING DAYS IN ADVANCE FOR INSPECTION PRIOR TO STARTING WORK AT (310) 847-3502
3. THE CONTRACTOR SHALL NOTIFY THE UTILITY COMPANIES 48 HOURS IN ADVANCE PRIOR TO WORKING AROUND THEIR FACILITIES.
4. THE CONTRACTOR SHALL CALL UNDERGROUND SERVICE ALERT (800) 227-2600 48 HOURS PRIOR TO ANY EXCAVATION.
5. THE CONTRACTOR SHALL PROVIDE AND MAINTAIN AT ALL TIMES DURING CONSTRUCTION AMPLE MEANS AND DEVICES WITH WHICH TO PROMPTLY REMOVE AND PROPERLY DISPOSE OF ALL WATER FROM ANY SOURCE ENTERING THE EXCAVATION OR OTHER PARTS OF THE WORK.
6. ALL EXISTING IMPROVEMENTS, INCLUDING STRIPING, REMOVED OR DAMAGED SHALL BE REPLACED IN KIND TO THE SATISFACTION OF THE CITY TRAFFIC ENGINEER.
7. ANY IMPROVEMENTS DAMAGED DURING THE CONSTRUCTION SHALL BE REMOVED AND RECONSTRUCTED PER CITY OF CARSON STANDARD PLAN AND TO THE SATISFACTION OF THE CITY ENGINEER.
8. THE EDGES OF ALL A.C. PATCH SHALL BE SEALED WITH ASPHALT EMULSION.
9. THE TRAFFIC CONTROL PLAN SHALL BE PREPARED BY THE GENERAL CONTRACTOR. THE TRAFFIC CONTROL AND CONSTRUCTION SIGNING SHALL BE PER WATCH HANDBOOK, OR THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) ALONG WITH THE CALIFORNIA SUPPLEMENT. TRAFFIC CONTROL PLAN SHALL MEET REQUIREMENTS OUTLINED ON SHEET G-08.
10. CONTRACTOR SHALL HAVE SUFFICIENT MATERIALS ON HAND AT ALL TIMES TO EXPEDITE ANY EMERGENCY REPAIR.
11. WORKING HOURS SHALL BE BETWEEN 9AM AND 5PM MONDAY - FRIDAY ON ARTERIALS UNLESS OTHERWISE APPROVED BY THE CITY TRAFFIC ENGINEER.
12. A CONSTRUCTION PERMIT IS REQUIRED FOR ANY WORK TO BE DONE IN THE PUBLIC RIGHT-OF-WAY.
13. A CONSTRUCTION BOND IS REQUIRED FOR ALL WORK TO BE DONE WITHIN THE PUBLIC RIGHT-OF-WAY.
14. CONTRACTOR SHALL PROVIDE PROOF OF WORKER'S COMPENSATION AND LIABILITY INSURANCE.
15. ALL TRENCHES IN PAVEMENT TO BE REPAIRED PER "CITY OF CARSON DRAWING" NO. 136 "TRENCH BACKFILL AND PAVEMENT REPAIRS".
16. CONTRACTOR IS REQUIRED TO PLACE A RUBBERIZED EMULSION AGGREGATE SLURRY SEAL (REAS) OVER THE STREET WIDTH (CURB TO CURB) IN WHICH THE EXCAVATION WAS MADE AND PER CITY OF CARSON STD. PLAN NO. 136.
17. ALL SURVEY MONUMENTS DESTROYED AS A RESULT OF THE CONTRACTOR'S WORK SHALL BE RESET "IN KIND" AT THE CONTRACTOR'S EXPENSE BY A LICENSED SURVEYOR OR REGISTERED CIVIL ENGINEER. COPIES OF ALL TIES TO RESET MONUMENTS SHALL BE SUPPLIED TO THE CITY PRIOR TO RELEASE OF ANY SURETIES.
18. PARKING LOT AND AREAS ADJACENT TO PARKING LOT SHALL BE PROTECTED FROM HEAVY EQUIPMENT TO AVOID CRACKING AND/OR DAMAGING THE AREA. STOCKPILING IN THIS AREA IS PROHIBITED. THE UNDERLYING SOIL IN THIS AREA IS CONTAMINATED. THE CONTRACTOR IS RESPONSIBLE FOR THE REPAIR OF ANY DAMAGES TO THIS AREA INCLUDING REMOVAL OF CONTAMINATED SOILS. REFER TO THE OVERALL CONSTRUCTION SEQUENCE PLAN ON SHEET G-08 FOR ADDITIONAL INFORMATION.
19. THE CONTRACTOR SHALL VISIT THE SITE AND BE KNOWLEDGEABLE OF CONDITIONS THEREON. THE CONTRACTOR SHALL INVESTIGATE, VERIFY AND BE RESPONSIBLE FOR ALL CONDITIONS OF THE PROJECT. THE CONTRACTOR SHALL NOTIFY THE CITY OF ANY CONDITIONS REQUIRING CORRECTION OR MODIFICATION PRIOR TO PROCEEDING WITH THE WORK.
20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ACCURATE PLACEMENT OF ALL WORK ON THE SITE.
21. ALL DIMENSIONS SHALL HAVE PREFERENCE OVER SCALE. DIMENSIONS SHALL BE VERIFIED IN THE FIELD PRIOR TO PROCEEDING WITH THE WORK. THE CITY SHALL BE NOTIFIED OF ANY CORRECTIONS REQUIRED.
22. NOTES AND TYPICAL DETAILS APPLY TO ALL DRAWINGS UNLESS NOTED OTHERWISE.
23. TRADE NAMES AND MANUFACTURERS REFERRED TO ARE FOR QUALITY STANDARDS ONLY. EQUALS WILL BE PERMITTED ONLY AS APPROVED BY THE CITY. SUBMITTALS AND/OR SHOP DRAWINGS ARE REQUIRED FOR ALL PRODUCTS OR ITEMS TO BE INSTALLED. SEE SPECIFICATIONS.
24. THE GENERAL CONTRACTOR AND ITS SUBCONTRACTORS SHALL FURNISH ALL LABOR, EQUIPMENT, AND MATERIALS, AND PERFORM ALL WORK NECESSARY, INDICATED, REASONABLY INFERRED OR REQUIRED BY ANY CODE WITH JURISDICTION. ALL CONTRACTORS SHALL COMPLETE THEIR SCOPE OF WORK FOR A COMPLETE AND PROPERLY FINISHED JOB.
25. THE GENERAL CONTRACTOR AND ALL SUBCONTRACTORS SHALL AT ALL TIMES KEEP THE PREMISES FREE FROM ACCUMULATION OF WASTE MATERIALS OR RUBBISH CAUSED BY THEIR WORK, AND AT THE COMPLETION OF THE WORK, SHALL REMOVE ALL RUBBISH FROM AND ABOUT THE JOB SITE, AND ALL THEIR TOOLS, SCAFFOLDING, AND SURPLUS MATERIALS, AND SHALL LEAVE THE JOB BROOM CLEAN.
26. THE PROJECT SITE SHALL BE KEPT NEAT AND ORDERLY. TRASH AND DEBRIS GENERATED BY CONSTRUCTION OPERATIONS SHALL BE REMOVED FROM THE PROJECT SITE ON A REGULAR BASIS.
27. THE CONTRACTOR SHALL PROVIDE PROPER ANCHORAGE OF ALL EQUIPMENT AND ASSEMBLIES SHOWN HEREIN IN ACCORDANCE WITH MANUFACTURER'S REQUIREMENTS, TRADE AND INDUSTRY STANDARDS, AND ALL GOVERNING CODES AND ORDINANCES.
28. WHERE SPECIFIC DIMENSIONS, DETAILS, OR DESIGN INTENT CANNOT BE DETERMINED, CONSULT THE ENGINEER BEFORE PROCEEDING WITH THE WORK.
29. ALL COSTS FOR PERMITS AND MISCELLANEOUS FEES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. SEE SECTION 01010 FOR LIST OF PERMITS.
30. THE CONTRACTOR SHALL LOCATE ALL EXISTING UTILITIES AND PROTECT THEM FROM DAMAGE AS REQUIRED. ALL EXISTING UTILITY CROSSINGS SHALL BE POTHOLED AND FIELD LOCATED.
31. EXISTING ELEVATIONS AND LOCATIONS TO BE JOINED BY THE WORK SHALL BE VERIFIED BY THE CONTRACTOR BEFORE COMMENCING THE WORK. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES ON THE DRAWINGS.
32. ALL DISSIMILAR METALS SHALL BE SUFFICIENTLY ISOLATED FROM EACH OTHER TO PREVENT GALVANIC ACTION.
33. CONTRACTOR TO DESIGN AND PROVIDE ALL NECESSARY SHORING AND BRACING FOR REMOVAL ITEMS OR CONSTRUCTION OF IMPROVEMENTS.
34. CONTRACTOR SHALL BE RESPONSIBLE FOR THE COORDINATION OF ALL DRAWINGS WITH ITS SUBCONTRACTORS. ALL SUBCONTRACTORS SHALL BE FURNISHED WITH COMPLETE SETS OF PLANS AND SPECIFICATIONS BY THE CONTRACTOR.
35. NOTIFICATION: AT LEAST TEN (10) DAYS BEFORE THE START OF CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY, IN WRITING, ... [illegible]

11/6/2018
DATE

COUNTY SANITATION DISTRICT NO. 2

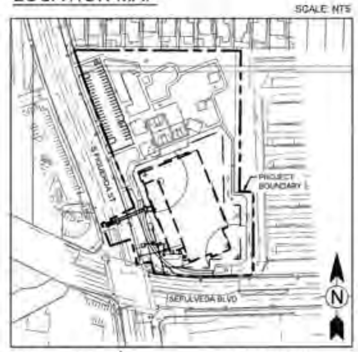
ADDITIONAL NOTES TO CONTRACTOR ARE ON SHEET G-02

VICINITY MAP
SCALE: NTS



APN: 7330-007-905

LOCATION MAP
SCALE: NTS



TRACT/PARCEL MAP NO. 29434 LOT/PARCEL NO. 905

LA COUNTY BUILDING AND SAFETY NOTES

[illegible]

PLANS PREPARED BY: TETRA TECH
www.tetratech.com
3475 East Foothill Blvd
Pasadena, CA 91107
Phone (626) 351-4664 FAX (626) 351-5291

BENCHMARK:
LOS ANGELES DEPARTMENT OF PUBLIC WORKS
BM YY12238
LACO DPW TAG IN E CB OF ISLAND 6 1M (20FT) NO BCR @ SEPULVEDA BL & FIGUEROA ST
ELEV = 23.100 NAVD 88

SCOPE OF WORK
UNDERGROUND STORAGE AND CONVEYANCE SYSTEM

LEGAL DESCRIPTION
THOSE PORTIONS OF LOT 14 OF E. N. MCDONALD'S SUBDIVISION OF LOT 5 OF THE 750 ACRE MARIA MACHADO DE ROCHA TRACT, IN THE RANCHO SAN PEDRO, IN THE CITY OF CARSON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 52, PAGE 1 OF MISCELLANEOUS RECORDS, RECORDS OF SAID COUNTY, DESCRIBED AS PARCELS 1 AND 2 OF INST. NO. 922 OF BOOK 1780 PG 332 OF DEEDS.

BASIS OF BEARINGS
THE BASIS OF BEARING FOR THIS PROJECT IS THE BEARING FROM THE SCRIBED "X" IN THE NORTH EASTERLY CORNER OF THE HANDBALL COURT AT CARRIAGE CREST PARK AND THE LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS BENCHMARK IN THE TRIANGULAR MEDIAN AT THE INTERSECTION OF SEPULVEDA ST. AND FIGUEROA BLVD, WHICH IS S23°05'47"W.

BENCHMARK
LOS ANGELES DEPARTMENT OF PUBLIC WORKS
BM YY12238
LACO DPW TAG IN E CB OF ISLAND 6 1M (20FT) NO BCR @ SEPULVEDA BL & FIGUEROA ST
ELEV = 23.100 NAVD 88

STREET ADDRESS
CARRIAGE CREST PARK
23800 S FIGUEROA ST, CARSON CA 90745

CIVIL ENGINEER
TETRA TECH, INC.
JASON FUSSEL, PE, PLS, ENV SP, QSD/P
711 TANK FARM ROAD, SUITE 110 SAN LUIS OBISPO, CA 93401
PHONE: (805) 542-9852

ELECTRICAL ENGINEER
TETRA TECH, INC.
MAZEN NASSAR, PE
17885 VON KARMAN AVE, SUITE 500 IRVINE, CA 92614
PHONE: (949) 809-5000

SOIL ENGINEER
TETRA TECH, INC.
FERNANDO CUENCA, PH.D, PE
1360 VALLEY VISTA DR. DIAMOND BAR, CA 91765
PHONE: (909) 860-7777

GENERAL INFO
1. GRADING PERMIT APPLICATION NO.: GR1602070001
2. WASTE DISCHARGE IDENTIFICATION NUMBER (WDID #): [illegible]

LA COUNTY BUILDING AND SAFETY NOTES (CONT.)

23. ENGINEER'S/SURVEYOR'S STATEMENT REGARDING THE PRESENCE OF MONUMENTS WITHIN PROJECT LIMITS
[illegible]

ENGINEER/SURVEYOR SEAL & SIGNATURE — 08/17/18 DATE

25. [illegible]

CIVIL ENGINEER/LAND SURVEYOR (STAMP AND SIGNATURE) — 08/17/18 DATE

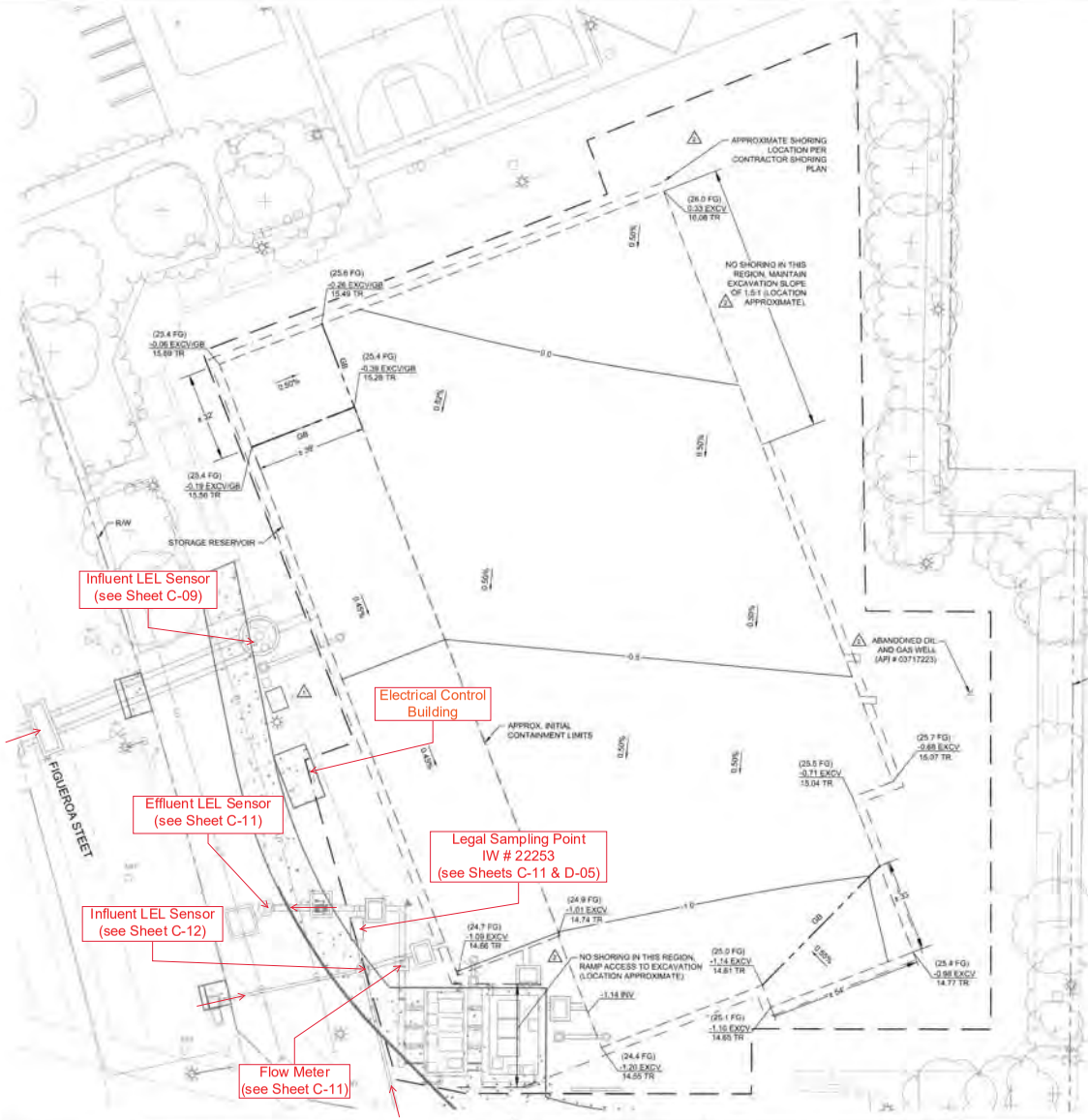
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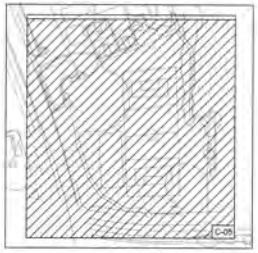
NO.	DESCRIPTION	APPROVE	DATE
1	BUILDING/SAFETY COMPLIANCE	JH	08/16/2018
2	ADD NOTE ON PROJECT SERVICES AGREEMENT		11/06/2018

CITY OF CARSON
ENGINEERING SERVICES DIVISION

CARSON STORMWATER AND RUNOFF CAPTURE PROJECT
CARRIAGE CREST PARK - PROJECT NO. 1515
TITLE SHEET

PROJECT NO.	SHEET	PLAN NO.
145-01297-16021	1 of 83	G-01





KEY MAP

LEGEND:

	RIGHT OF WAY (R/W) / PROPERTY LINE
	LIMITS OF STORAGE RESERVOIR
	STORAGE RESERVOIR EXCAVATION/SHORING LIMITS
	SHORING LOCATION PER CONTRACTOR'S PLAN (LOCATION APPROXIMATE)
X	PROPOSED 6' FENCE
FG	FINISHED GRADE
EXCV	EXCAVATION BOTTOM
GB	GRADE BREAK
TR	TOP OF STORAGE RESERVOIR ROOF

NOTE:

1. CONTRACTOR SHALL PROVIDE A POSITIVE SLOPE OF 0.5% MINIMUM, UNLESS OTHERWISE NOTED, TOWARD PUMP STATION AND NOT EXCEED THE STORAGE RESERVOIR MANUFACTURERS RECOMMENDATIONS.
2. TOP OF STORAGE RESERVOIR ROOF BASED ON 15'-9" TOTAL HEIGHT. REFER TO STORMTRAP DRAWINGS FOR ALL DIMENSIONS RELATED TO THE STORAGE UNITS.
3. SHORING TO BE CONSTRUCTED PER SEPARATE PERMIT. SHORING PERMIT SHALL BE ISSUED AT THE SAME TIME AS THE GRADING PERMIT. SHORING DESIGN SHALL MEET THE REQUIREMENTS AND RECOMMENDATIONS IN THE GEOTECHNICAL INVESTIGATION REPORT FOR CARRIAGE CREST PARK PREPARED BY TETRA TECH, REPORT DATED JANUARY 27, 2017 (PROJECT NO. TET 16-1016).
4. CONTRACTOR SHALL MAINTAIN A 4' CLEARANCE FROM THE EXISTING ABANDONED OIL AND GAS WELL. CONTRACTOR SHALL NOTIFY GEOTECHNICAL ENGINEER IF ANY TIEBACKS, SOIL NAILS, OR ANY OF THE PROPOSED IMPROVEMENTS COME WITHIN 4' OF THE ABANDONED WELL.

APPROVAL OF PLANS FOR INDUSTRIAL WASTEWATER DISCHARGE
Sanitation District. No. 8 Grace Robinson Hyde, Chief Engr. & Gen'l. Mgr.
Date 01-17-2019 Sanitation Districts Industrial Waste Permit No. 22253

Approval is contingent upon continuing compliance with all applicable Ordinance requirements and with

Corrections shown on the drawings ☐
Sanitation District Letter of this date 01-17-2019 ☒
Facility ID 9254557
Reviewed by KLuo Checked by _____
Approved by _____
For Grace Robinson Hyde, Chief Engr & Gen'l Mgr.
Permit for sewer connection must be obtained separately.

Project No. 1515
Refer to DM# 4827095 for Bid Set with Cover Sheet Signed by City of Carson

REVISIONS

NO	DESCRIPTION	APPROVE	DATE
1	ADDENDUM 1	JH	03/28/18
2	BUILDING/SAFETY COMPLIANCE	JH	08/15/18

PLANS PREPARED BY:
TETRA TECH
www.tetratech.com
3475 East Foothill Blvd
Pasadena, CA 91107
Phone: (626) 351-4664 FAX (626) 351-5291

BENCHMARK:
LOS ANGELES DEPARTMENT OF PUBLIC WORKS
BM 7Y12236
LACO DPW TAG IN E CB OF ISLAND 8.1M (26FT) N/O BCR @ SEPULVEDA BL & FIGUEROA ST.
ELEV = 23.100 NAVD 88

CITY OF CARSON
ENGINEERING SERVICES DIVISION

CARSON STORMWATER AND RUNOFF CAPTURE PROJECT
CARRIAGE CREST PARK - PROJECT NO. 1515
PRECISE GRADING PLAN I
SUBGRADE OF STORAGE RESERVOIR

PROJECT NO.	SHEET	PLAN NO.
135-01297-16021	11 of 83	C-05

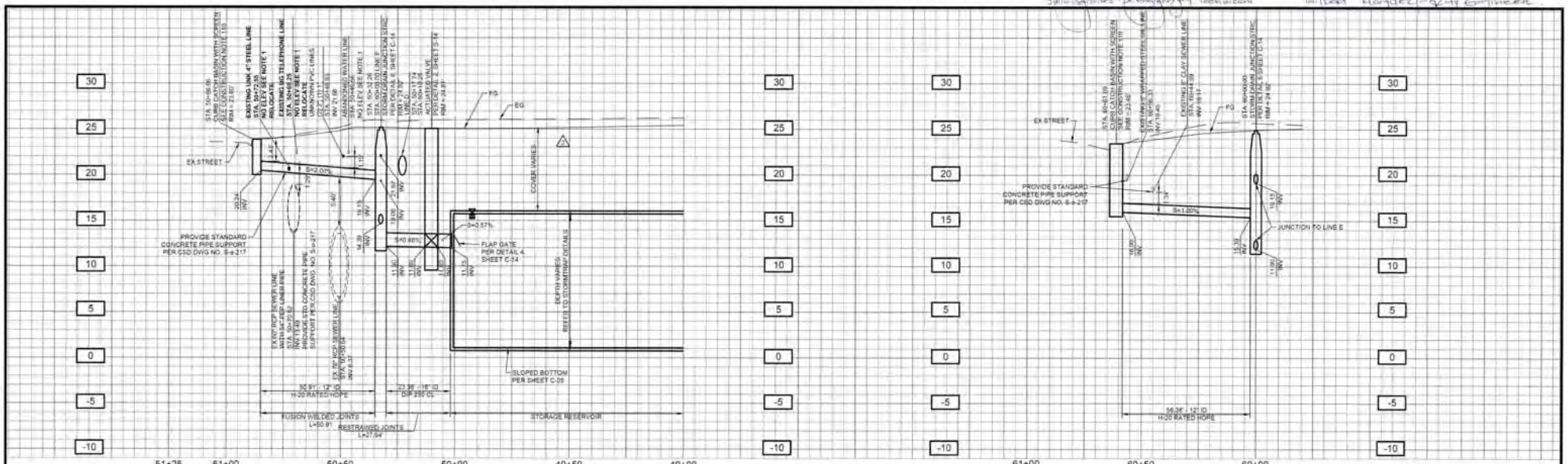
TWO DAYS BEFORE YOU DIG CALL USA AT 811

IMPORTANT NOTICE
Section 4216.4217 of the Government Code requires a DigAlert Identification Number be issued before a "Permit to Excavate" will be valid. For your DigAlert I.D. Number call Underground Service Alert TOLL FREE 1-800-227-2600. Two working days before you dig.

SCALE: 1" = 20'

DATE:

P:\01297\135-01297-16021\CAD\Sheet files\C-05-Precision Grading.dwg 9/12/2018 MEGAN.HARAHAN

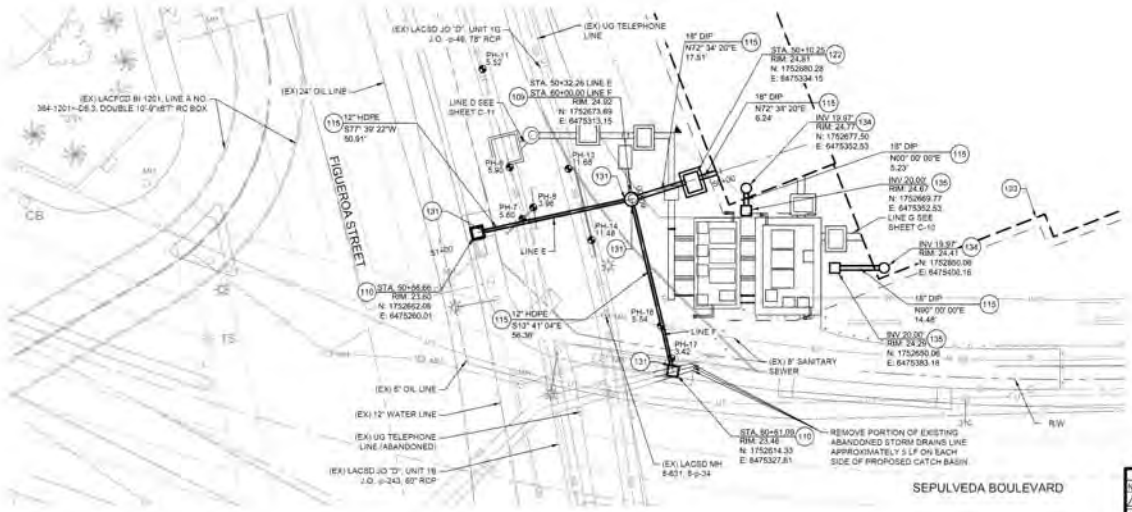


LINE E PROFILE

HORIZ: 1" = 20'
VERT: 1" = 5'

LINE F PROFILE

HORIZ: 1" = 20'
VERT: 1" = 5'



CONSTRUCTION NOTES:

CONSTRUCT ○

103 STORAGE RESERVOIR PER DETAIL 1, SHEET C-18.
109 JUNCTION STRUCTURE PER SPPWC STD. PLAN 335-2, CASE 3. MANHOLE IS EQUIPED WITH HYDROCARBON AND LEL SENSOR PER DETAIL 5, SHEET C-17.
110 CURB OPENING CATCH BASIN PER SPPWC STD. PLAN 300-3, INCLUDES PRETREATMENT SCREEN PER DETAIL 3 ON SHEET C-15
115 PIPE TRENCHING PER DETAIL 2, SHEET C-15, SIZE PER PLAN
122 ACTUATED VALVE AND VAULT STRUCTURE PER DETAIL 2, SHEET S-14
131 INSTALL HDPE WALL ANCHOR PER DETAIL 6, SHEET C-23 AND FUSION WELD ALL JOINTS.
134 MAINTENANCE SHAFT WITH ULTRASONIC SENSOR PER DETAIL 1, SHEET C-17
135 GRATED CATCH BASIN PER DETAIL 5, SHEET C-15.

LEGEND

STORAGE RESERVOIR LIMITS
RIGHT-OF-WAY (R/W)/PROPERTY LINE
PH-13 — POTHOLE NUMBER
11.68 — POTHOLE DEPTH (FEET) (REFER TO NOTE 6)

NOTES:

1. CONTRACTOR TO POTHOLE AND FIELD VERIFY DEPTH OF ALL UTILITY CROSSINGS AND CONNECTIONS. RELOCATION MAY BE REQUIRED.
2. NORTHING AND EASTING SHOWN IS LOCATED IN THE CENTER OF THE STRUCTURE.
3. ALL PROPOSED FACILITIES SHOWN TO BE MAINTAINED BY THE CITY OF CARSON.
4. NOT USED.
5. PROVIDE INTEGRATED FALL PROTECTION FOR LADDERS PER DETAIL 7 ON S-13
△8 CONTRACTOR TO PROVIDE TEMPORARY PIPE SUPPORT PER COUNTY SANITATION DISTRICT OF L.A. COUNTY, STANDARD DRAWING S-A-222 WHEN TRENCHING BELOW ANY SANITARY SEWER PIPE THAT IS BETWEEN 8" AND 72" IN DIAMETER. FOR ALL OTHER PIPE CROSSINGS, CONTRACTOR TO SUBMIT DRAWINGS SHOWING TEMPORARY PIPE SUPPORT.
7. NOT USED.
8. POTHOLE INVESTIGATION FINDINGS ARE PROVIDED IN THE POTHOLE REPORT.
9. RESTRAINED JOINTS SHALL INCLUDE FLANGES UNLESS OTHERWISE NOTED.
△10 CONTRACTOR TO PROVIDE PERMANENT PIPE SUPPORT PER COUNTY SANITATION DISTRICT OF L.A. COUNTY, STANDARD DRAWINGS S-A-217 FOR ALL SANITARY SEWER PIPE CROSSINGS. FOR ALL OTHER PIPE CROSSINGS, CONTRACTOR SHALL USE A 1.5 SACK SLURRY FOR THE PIPE BEDDING MATERIAL AS INDICATED IN DETAIL 2, SHEET C-15.

TWO DAYS BEFORE YOU DIG CALL USA AT 811

IMPORTANT NOTICE
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SCALE: 1" = 20'

STAMP
REGISTERED PROFESSIONAL ENGINEER — JASON L. [illegible] — No. [illegible] — CIVIL — STATE OF CALIFORNIA
DATE

PLANS PREPARED BY:
TETRA TECH
www.tetratech.com
3475 East Foothill Blvd
Pasadena, CA 91107
Phone: (626) 351-4664 FAX (626) 351-5291

BENCHMARK:
LOS ANGELES DEPARTMENT OF PUBLIC WORKS
BM TY12236
LACO DPW TAG IN E CB OF ISLAND 6.1M (20FT) N/O BCR @ SEPULVEDA BL & FIGUERIOA ST
ELEV = 23.100 NAVD 88

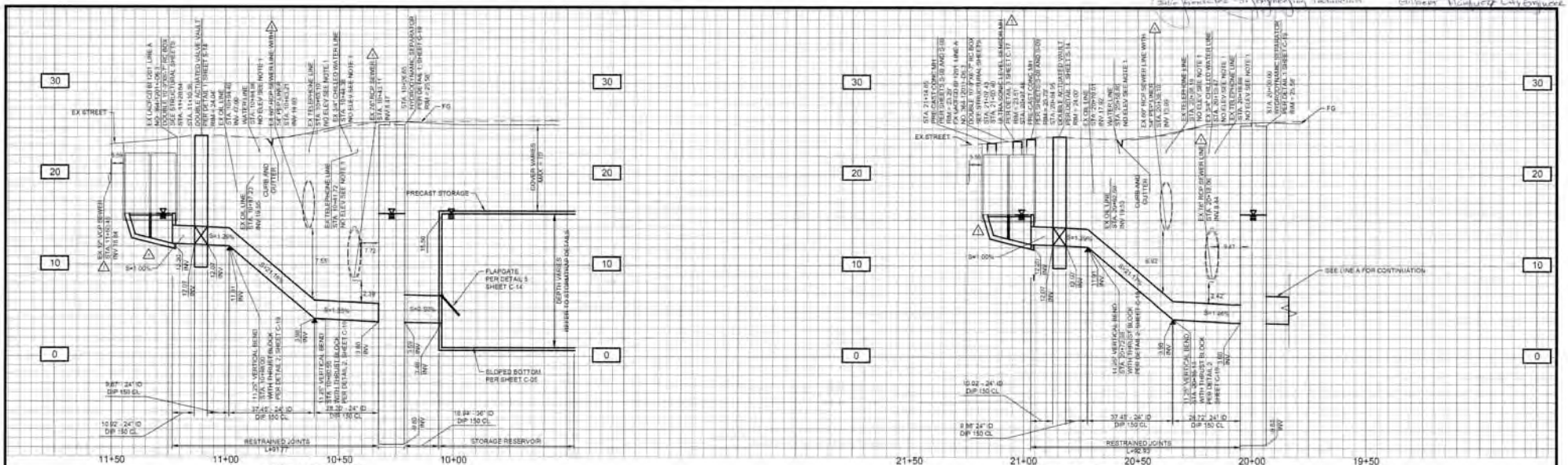
REVISIONS			
NO.	DESCRIPTION	APPROVE	DATE
△	ADDENDUM 1	JH	03/08/18
△	BUILDING/SAFETY COMPLIANCE	JH	06/07/18

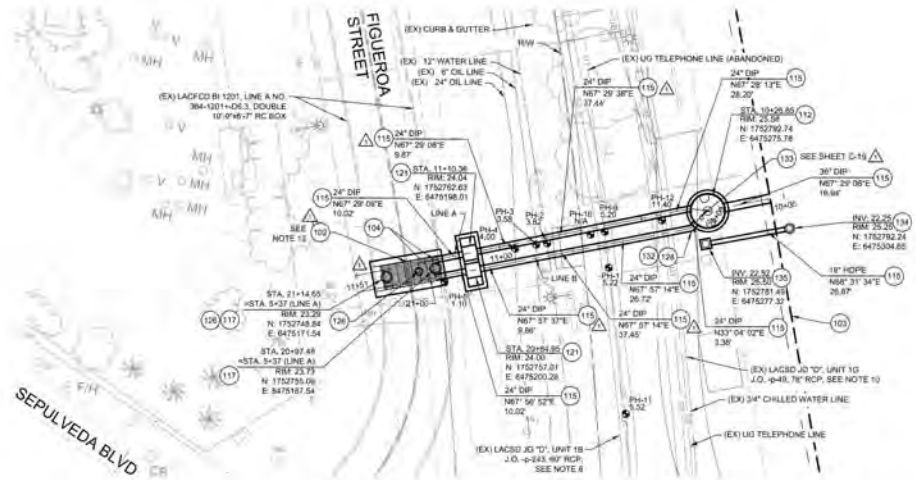
CITY OF CARSON

ENGINEERING SERVICES DIVISION

CARSON STORMWATER AND RUNOFF CAPTURE PROJECT
CARRIAGE CREST PARK-PROJECT NO. 1515
STORM DRAIN PLAN AND PROFILE IV
LINE E AND F

PROJECT NO.	SHEET	PLAN NO.
135-01297-18021	18 of 83	C-12





CONSTRUCTION NOTES:

○	CONSTRUCT
102	DROP INLET PER STRUCTURAL SHEETS
103	STORAGE RESERVOIR PER DETAIL 1 SHEET C-16
104	24" DIP STORM DRAIN DIVERSION PER DETAIL 3 ON SHEET S-12
112	HYDRODYNAMIC SEPARATOR UNIT PER DETAIL 1, SHEET C-19
115	PIPE TRENCHING PER DETAIL 2, SHEET C-15, SIZE PER PLAN
117	PRE-CAST CONCRETE MANHOLE PER SHEETS S-08 AND S-09
121	DOUBLE ACTUATED VALVE STRUCTURE PER DETAIL 1, SHEET S-14
△ 126	ULTRA SONIC LEVEL SENSOR PER DETAIL 3, SHEET C-17
128	45° DIP BEND
132	PUSH-ON RESTRAINED JOINT
133	LEL/HYDROCARBON SENSOR IN MANHOLE DETAIL 5, SHEET C-17
134	MAINTENANCE SHAFT WITH ULTRASONIC SENSOR PER DETAIL 1, SHEET C-17
135	GRATED CATCH BASIN PER DETAIL 5, SHEET C-15

LEGEND

- STORAGE RESERVOIR LIMITS
- RIGHT-OF-WAY (RW)/PROPERTY LINE
- PH-13 — POTHOLE NUMBER
- 11.68' — POTHOLE DEPTH (FEET) (REFER TO NOTE 8)

NOTES:

1. CONTRACTOR TO POTHOLE AND FIELD VERIFY DEPTH OF ALL UTILITY CROSSINGS AND CONNECTIONS. RELOCATION MAY BE REQUIRED.
2. NORTHING AND EASTING SHOWN IS LOCATED IN THE CENTER OF THE STRUCTURE.
3. ALL PROPOSED FACILITIES SHOWN TO BE MAINTAINED BY THE CITY OF CARSON.
4. NOT USED.
5. PROVIDE INTEGRATED FALL PROTECTION FOR LADDERS PER DETAIL 7 ON S-13
6. △ CONTRACTOR TO PROVIDE TEMPORARY PIPE SUPPORT PER COUNTY SANITATION DISTRICT OF L.A. COUNTY, STANDARD DRAWING S-a-222 WHEN TRENCHING BELOW ANY SANITARY SEWER PIPE THAT IS BETWEEN 8" AND 72" IN DIAMETER. FOR ALL OTHER PIPE CROSSINGS, CONTRACTOR TO SUBMIT DRAWINGS SHOWING TEMPORARY PIPE SUPPORT
7. NOT USED.
8. POTHOLE INVESTIGATION FINDINGS ARE PROVIDED IN THE POTHOLE REPORT.
9. △ LOCATION OF THE GRATED DROP INLET SHALL BE INSTALLED WITHIN THE STRAIGHT SECTION OF THE RCB UPSTREAM OF THE BEGINNING OF CURVE IN THE CHANNEL.
10. △ CONTRACTOR TO PROVIDE PERMANENT PIPE SUPPORT PER COUNTY SANITATION DISTRICT OF L.A. COUNTY, STANDARD DRAWINGS S-A-217 FOR ALL SANITARY SEWER PIPE CROSSINGS. FOR ALL OTHER PIPE CROSSINGS CONTRACTOR SHALL USE A 1.5 SACK SLURRY FOR THE PIPE BEDDING MATERIAL AS INDICATED IN DETAIL 2, SHEET C-15.
11. RESTRAINED JOINTS SHALL INCLUDE FLANGES UNLESS OTHERWISE NOTED.
12. △ CONTRACTOR SHALL PROTECT IN PLACE THE EXISTING WATER LINE AND CASING AND MODIFY THE LOCATION OF THE PROPOSED STRUCTURE AND PIPING AS NECESSARY TO AVOID CONFLICT WITH THE EXISTING UTILITIES. BASED ON THE CONTRACTORS MEANS AND METHODS. THE PROPOSED MODIFICATIONS SHALL BE SUBMITTED FOR OWNER APPROVAL AND SHALL BE PERFORMED AT NO ADDITIONAL COST TO THE OWNER.

TWO DAYS BEFORE YOU DIG CALL USA AT 811

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SCALE: 1" = 20'

STAMP

PLANS PREPARED BY:
TETRA TECH
www.tetratech.com
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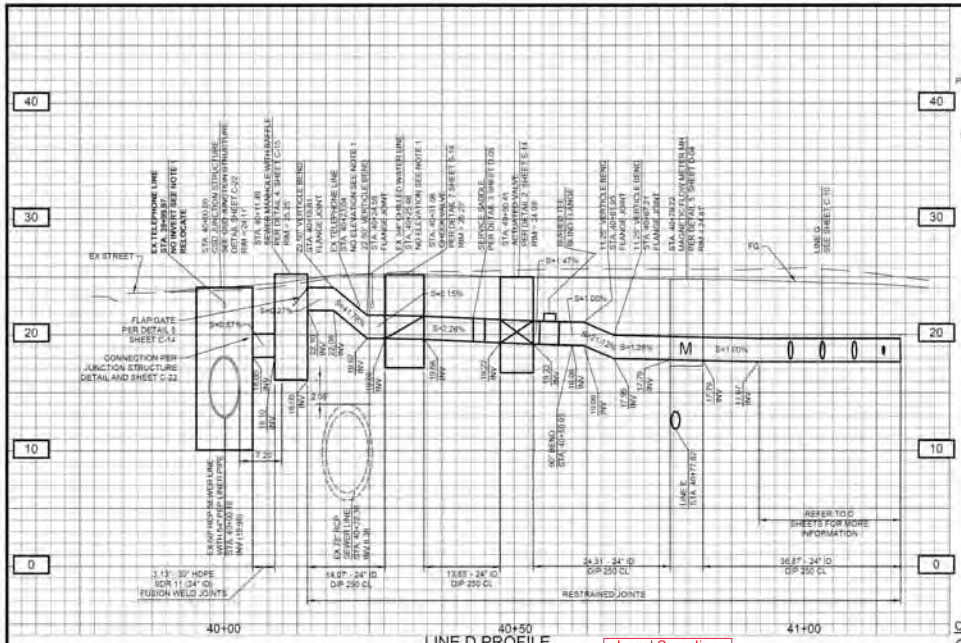
BENCHMARK:
LOS ANGELES DEPARTMENT OF PUBLIC WORKS BM JY12236
LACO DPW TAG IN E CB OF ISLAND 6.1M (20FT) NO BCR @ SEPULVEDA BL & FIGUEROA ST
ELEV = 23.103 NAVD 88

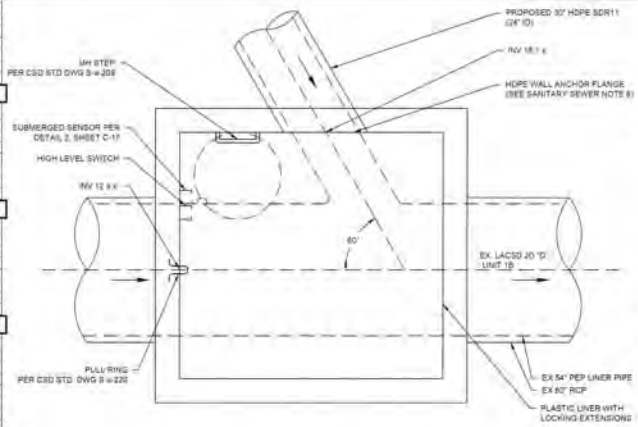
REVISIONS			
NO	DESCRIPTION	APPROVE	DATE
△1	ADDENDUM 1	JW	03/09/16

CITY OF CARSON
ENGINEERING SERVICES DIVISION

CARSON STORMWATER AND RUNOFF CAPTURE PROJECT
CARRIAGE CREST PARK-PROJECT NO. 1515
STORM DRAIN PLAN AND PROFILE I
LINE A AND B

PROJECT NO.	SHEET	PLAN NO.
139-01297.16021	15 of 83	C-09





CSD JUNCTION STRUCTURE DETAIL

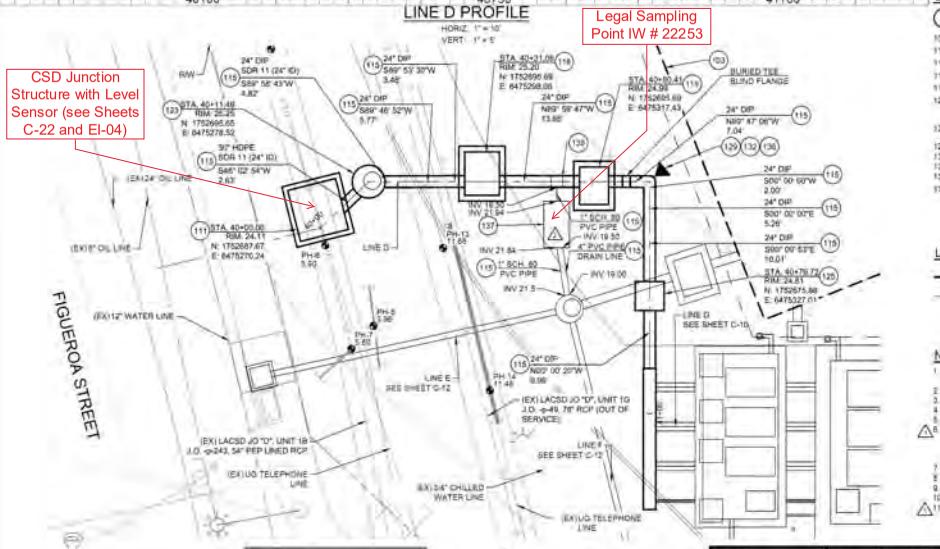
PROP. CSD JUNCTION STRUCTURE AT STA 103+44.85 ON EXISTING 60" SANITARY SEWER LINE* (SEE SHEET C-22 FOR ADDITIONAL DETAILS)

SCALE: 1" = 2'

* STATIONS BASED OFF OF AS-BUILT INFORMATION (DWG NO. JO-P-243) AND SURVEY

SANITARY SEWER NOTES:

1. THE CONTRACTOR SHALL MAINTAIN THE EXISTING SEWER IN SERVICE AND SHALL SUPPORT THE EXISTING 60 INCH RCP WITH 54-INCH PEP LINER PIPE IN PLACE DURING CONSTRUCTION OF THE JUNCTION STRUCTURE. THE CONTRACTOR SHALL NOT CUT OR REMOVE THE 60- INCH PIPE WITH 54-INCH PEP LINER PIPE AND INSTALL THE PRECAST CHANNEL UNTIL THE PROPOSED 30" HDPE SEWER IS READY TO BE PLACED IN SERVICE AND WHEN DIRECTED BY THE ENGINEER. THE CONTRACTOR SHALL TAKE ADEQUATE PRECAUTIONS WHEN SAWCUTTING AND REMOVING THE PIPE TO PREVENT DAMAGE TO THE PEP LINED PIPE NOT DESIGNATED FOR REMOVAL. (SEE SHEET C-22 FOR DETAILS OF THE PRECAST CHANNEL).
2. VERIFY EXISTING INVERTS PRIOR TO CONSTRUCTION
3. THE CONTRACTOR SHALL VERIFY THE SIZE, MATERIAL, HORIZONTAL AND VERTICAL LOCATION OF ALL CONNECTION POINTS AND ALL UTILITY CROSSINGS PRIOR TO ANY CONSTRUCTION ACTIVITIES.
4. CONTRACTOR SHALL TAKE ALL PRECAUTIONARY MEASURES NECESSARY TO PROTECT IN PLACE EXISTING UTILITIES UNLESS OTHERWISE NOTED.
5. CONSTRUCT JUNCTION STRUCTURE PER DETAIL ON SHEET C-22. BACKFILL AROUND STRUCTURE SHALL BE 1.5-SACK CEMENT SLURRY.
6. SUBMIT JUNCTION STRUCTURE SHOP DRAWING, CONCRETE MIX DESIGN, STACKING PLAN, JUNCTION STRUCTURE SHORING PLAN, 1.5 SACK CEMENT SLURRY, AND HDPE WALL ANCHOR FLANGE TO THE CSD SEWER DESIGN SECTION FOR APPROVAL PRIOR TO CONSTRUCTION. ALLOW AT LEAST THREE (3) WEEKS FOR REVIEW OF EACH SUBMITTAL.
7. NOTIFY THE CSD FIELD ENGINEERING MANAGER, MR. ANTHONY ULIZIO AT (310) 630-8050 AT LEAST FIVE (5) WORKING DAYS PRIOR TO THE START OF MANHOLE CONSTRUCTION TO ARRANGE FOR INSPECTION AFTER MANHOLE SUBMITTALS ARE APPROVED BY THE CSD SEWER DESIGN SECTION.
8. INSTALL FACTORY FABRICATED HDPE WALL ANCHOR FLANGE TO SECURE HDPE PIPE TO CONCRETE WALL.
9. LACSD WILL NOT ALLOW ANY JETTING, VIBRATION, OR MECHANICAL COMPACTION WITHIN 2 FEET ABOVE LACSD SEWER LINES AND ANY DISTANCE BELOW LACSD SEWER LINES. BACKFILL WITHIN THESE ZONES SHALL BE 1.5 SACK SLURRY, CLSM, CONCRETE ENCASEMENT, OR PERMANENT CONCRETE SUPPORT WHERE NOTED OR SPECIFIED.



CONSTRUCTION NOTES:

CONSTRUCT

103 STORAGE RESERVOIR PER DETAIL 1, SHEET C-18
111 JUNCTION STRUCTURE CONNECTION TO 60" SEWER, PER SHEET C-22
115 PIPE TRENCHING PER DETAIL 2, SHEET C-15, SIZE PER PLAN
118 CHECK VALVE AND VAULT PER DETAIL 7, SHEET S-14
119 ACTUATED VAULT VALVE STRUCTURE PER DETAIL 2, SHEET S-14
123 SEWER MANHOLE WITH BAFFLE PER DETAIL 4, SHEET C-15. EQUIPPED WITH LEL/HYDROCARBON/H2S SENSOR PER DETAIL 5, SHEET C-17.
125 MAINTENANCE HOLE WITH 24" MAGNETIC FLOW METER PER DETAIL 5, SHEET D-04
129 90° DIP BEND
132 PUSH-ON RESTRAINED JOINT
136 THRUST BLOCK PER SPPWC, 508-3, SEE DETAIL 2, SHEET C-18
137 SAMPLING VAULT PER DETAIL 5, SHEET D-05
138 SERVICE SADDLE PER DETAIL 3, SHEET D-05

LEGEND

STORAGE RESERVOIR LIMITS
RIGHT-OF-WAY (R/W)/PROPERTY LINE
PH-12 POTHOLE NUMBER
11.69 POTHOLE DEPTH (FEET) (REFER TO NOTE 8)

NOTES:

1. CONTRACTOR TO POTHOLE AND FIELD VERIFY DEPTH OF ALL UTILITY CROSSINGS AND CONNECTIONS. RELOCATION MAY BE REQUIRED.
2. NORTHING AND EASTING SHOWN IS LOCATED IN THE CENTER OF THE STRUCTURE.
3. ALL PROPOSED FACILITIES SHOWN TO BE MAINTAINED BY THE CITY OF CARSON.
4. NOT USED
5. PROVIDE INTEGRATED FALL PROTECTION FOR LADDERS PER DETAIL 7 ON S-13
6. CONTRACTOR TO PROVIDE TEMPORARY PIPE SUPPORT PER COUNTY SANITATION DISTRICT OF L.A. COUNTY, STANDARD DRAWING S-A-222 WHEN TRENCHING BELOW ANY SANITARY SEWER PIPE THAT IS BETWEEN 8" AND 72" IN DIAMETER. FOR ALL OTHER PIPE CROSSINGS, CONTRACTOR TO SUBMIT DRAWINGS SHOWING TEMPORARY PIPE SUPPORT
7. NOT USED
8. CONTRACTOR TO VERIFY EXISTING SEWER INVERT
9. POTHOLE INVESTIGATION FINDINGS ARE PROVIDED IN THE POTHOLE REPORT
10. RESTRAINED JOINTS SHALL INCLUDE FLANGES UNLESS OTHERWISE NOTED.
11. CONTRACTOR TO PROVIDE PERMANENT PIPE SUPPORT PER COUNTY SANITATION DISTRICT OF L.A. COUNTY, STANDARD DRAWINGS S-A-217 FOR ALL SANITARY SEWER PIPE CROSSINGS. FOR ALL OTHER PIPE CROSSINGS, CONTRACTOR SHALL USE A 1.5 SACK SLURRY FOR THE PIPE BEDDING MATERIAL AS INDICATED IN DETAIL 2, SHEET C-15.

COUNTY SANITATION DISTRICTS (CSD) NOTES

1. NO CONNECTION FOR THE DISPOSAL OF INDUSTRIAL WASTES SHALL BE MADE TO SEWERS SHOWN ON THESE PLANS UNTIL A PERMIT FOR INDUSTRIAL WASTEWATER DISCHARGE HAS BEEN ISSUED BY CSD FOR SAID CONNECTION
2. SEE CSD JUNCTION STRUCTURE DETAIL ON THESE SEWER PLANS AND SHEET C-22.
3. ALL WORK INVOLVING CSD SEWERS OR MANHOLES SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION" (GREENBOOK) AND CSD "AMENDMENTS TO THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION AND STANDARD DRAWINGS FOR CONSTRUCTION". A COPY OF THE AMENDMENTS AND STANDARD DRAWINGS CAN BE OBTAINED FROM THE CSD ENGINEERING COUNTER (ROOM 110) AT 1955 WORKMAN MILL ROAD, WHITTIER, CA 90601 OR FROM THE CSD WEBSITE AT WWW.LACSD.ORG.
4. CSD IS NOT RESPONSIBLE FOR ANY PERSONAL INJURY OR PROPERTY DAMAGE RELATING TO THE WORK ON THESE SEWER PLANS. THE PROJECT OWNER SHALL INDEMNIFY AND HOLD HARMLESS CSD FROM ANY CLAIMS, DAMAGE OR LOSSES RELATING TO THE WORK ON THESE SEWER PLANS. THE CONTRACTOR SHALL REPAIR ANY DAMAGE TO CSD FACILITIES AT ITS EXPENSE.

CITY OF CARSON APPROVAL
APPROVED BY: Gilbert M. Marquez — PUBLIC WORKS — 11/8/18
PRINT NAME / RCE / DATE

COUNTY SANITATION DISTRICT NO. 8
OF LOS ANGELES COUNTY, CALIFORNIA
GRACE ROBINSON HYDE - CHIEF ENGINEER AND GENERAL MANAGER
APPROVED BY: _____ DATE: _____
OFFICE ENGINEER

TWO DAYS BEFORE YOU DIG, CALL USA AT 811

IMPORTANT NOTICE
Section 4216.2(d)(1) of the Government Code requires a Digalert Identification Number be issued before a "Permit to Excavate" will be valid. For your DigAlert I.D. Number, call Underground Service Alert, TOLL FREE 1-800-227-2600. Two working days before you dig.

STAMP

PLANS PREPARED BY:
TETRA TECH
www.tetratech.com
3475 East Foothill Blvd
Pasadena, CA 91107
Phone: (626) 351-4664 FAX: (626) 351-5291

BENCHMARK:
LOS ANGELES DEPARTMENT OF PUBLIC WORKS
BM 7Y12230
LACO DPW TAG IN S CB OF ISLAND 6.1M (20FT) N/O BCR @ SEPULVEDA BL & FIGUEROA ST
ELEV = 23.120 NAVD 88

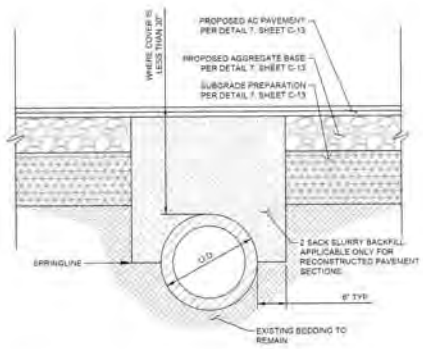
REVISIONS			
NO.	DESCRIPTION	APPROVE	DATE
1	ADDENDUM 1	JH	03/08/18
2	LACSD COMPLIANCE	JH	07/12/18

CITY OF CARSON

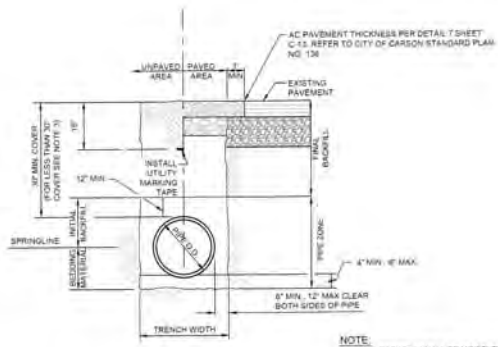
ENGINEERING SERVICES DIVISION

CARSON STORMWATER AND RUNOFF CAPTURE PROJECT
CARRIAGE CREST PARK-PROJECT NO. 1515
STORM DRAIN PLAN AND PROFILE III
LINE D

PROJECT NO. 133-01297-10003 | SHEET 17 of 83 | PLAN NO. C-11

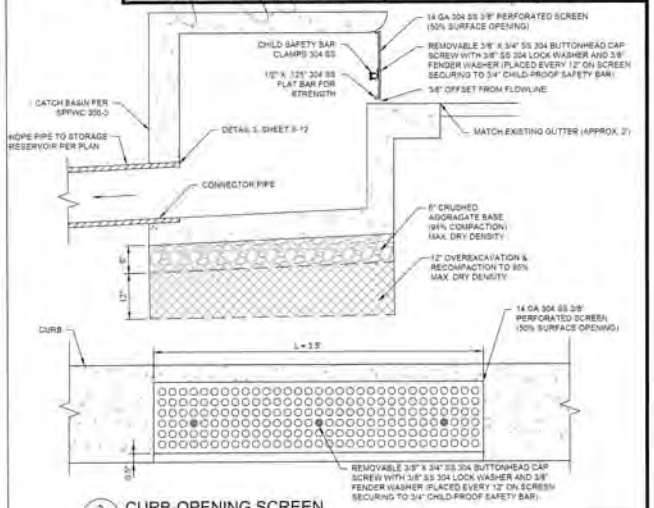


1 SHALLOW UTLITY TRENCH
SCALE: NTS

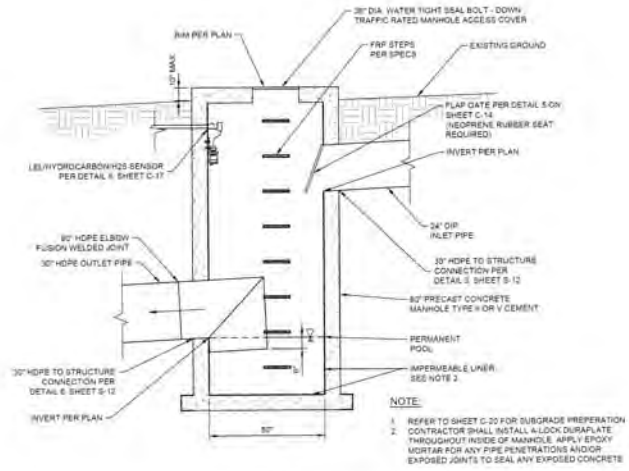


NOTE:
1. ALL BACKFILL SHALL BE MOISTURE CONDITIONED TO AT LEAST 110% OF THE OPTIMUM MOISTURE CONTENT & COMPACTED TO AT LEAST 90% MAX. DRY DENSITY. THE UPPER 12" SHALL BE COMPACTED TO AT LEAST 95% MAX. DRY DENSITY.
2. FOR TRENCHING WITHIN PAVED AREAS, REFER TO CITY OF CARSON STANDARD PLANS NO. 136
3. SLURRY BACKFILL PER DETAIL 1 THIS SHEET

2 TRENCH DETAIL
NTS REFERENCE SHEET C-09 , C-10, C-11 & C-12

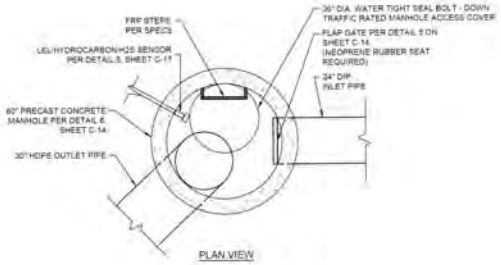


3 CURB-OPENING SCREEN
NTS REFERENCE SHEET C-12

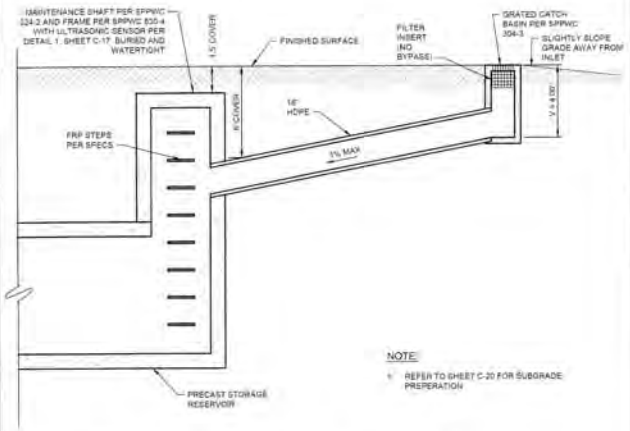


NOTE:
1. REFER TO SHEET C-20 FOR SUBGRADE PREPERATION
2. CONTRACTOR SHALL INSTALL A-LOCK DURAPLATE THROUGHOUT INSIDE OF MANHOLE. APPLY EPOXY MORTAR FOR ANY PIPE PENETRATIONS AND/OR EXPOSED JOINTS TO SEAL ANY EXPOSED CONCRETE

4 STORM SEWER MANHOLE WITH BAFFLE
NTS REFERENCE SHEET C-11



PLAN VIEW



NOTE:
1. REFER TO SHEET C-20 FOR SUBGRADE PREPERATION

5 GRATED CATCH BASIN WITH MAINTENANCE SHAFT
NTS REFERENCE SHEET C-09

REVISIONS			
NO.	DESCRIPTION	APPROVE	DATE

CITY OF CARSON

ENGINEERING SERVICES DIVISION

CARSON STORMWATER AND RUNOFF CAPTURE PROJECT
CARRIAGE CREST PARK - PROJECT NO. 1515

DETAILS III

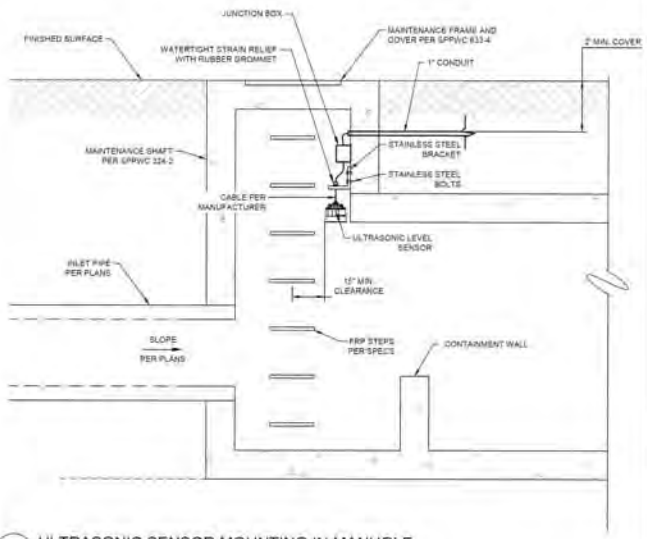
PROJECT NO: 135-01297-18021 | SHEET: 21 of 83 | PLAN NO: C-15

PLANS PREPARED BY:
TETRA TECH
www.tetratech.com
3475 East Foothill Blvd
Pasadena, CA 91107
Phone: (626) 351-4664 FAX (626) 351-5291

REGISTERED PROFESSIONAL ENGINEER No. 18679 CIVIL STATE OF CALIFORNIA
DATE:

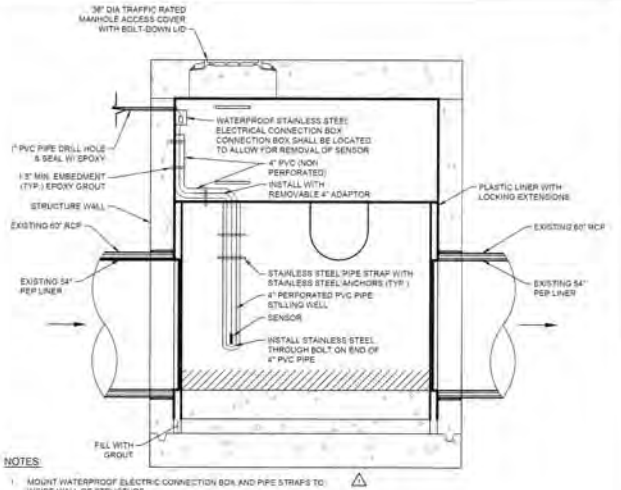
BENCHMARK:
LOS ANGELES DEPARTMENT OF PUBLIC WORKS
BM 7Y12236
LACO DPW TAG IN E CB OF ISLAND E 1M (20FT) N/O BCR @ SEPULVEDA BL & FIGUEROA ST
ELEV = 23.100 NAVD 88

I:\81297\05-01297\15021\CAD\Sheets\Sheet\C-15-Details.Sheet 8/9/2018 MASABA\WARREN\MAS



1 ULTRASONIC SENSOR MOUNTING IN MANHOLE

NTS REFERENCE SHEET C-09

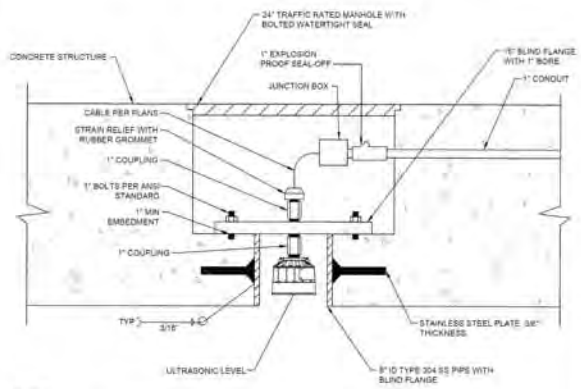


NOTES:

1. MOUNT WATERPROOF ELECTRIC CONNECTION BOX AND PIPE STRAPS TO INSIDE WALL OF STRUCTURE
2. ALL HARDWARE SHALL BE STAINLESS STEEL
3. PENETRATIONS INTO ALL EQUIPMENT AND CONNECTIONS WITHIN JUNCTION BOXES MUST BE LIQUID TIGHT. INSTALLATION OF ELECTRICAL COMPONENTS MUST BE IN ACCORDANCE WITH SPECIFICATIONS.
4. REPAIRS TO LINER PENETRATIONS SHALL BE PER SECTION 02531 OF THE SPECIFICATIONS.

2 SUBMERGED SENSOR MOUNTING DETAIL

NTS REFERENCE SHEET C-11

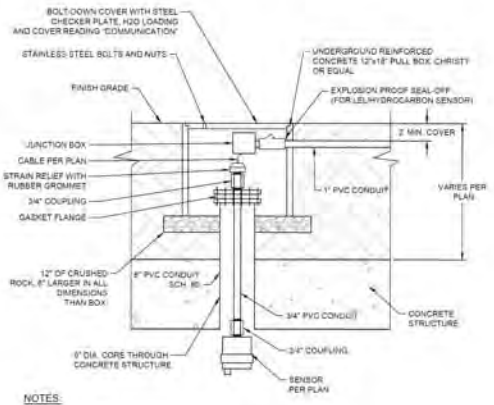


NOTES:

1. ALL HARDWARE SHALL BE STAINLESS STEEL

3 ULTRASONIC LEVEL SENSOR DETAIL

NTS REFERENCE SHEETS C-08 & C-09



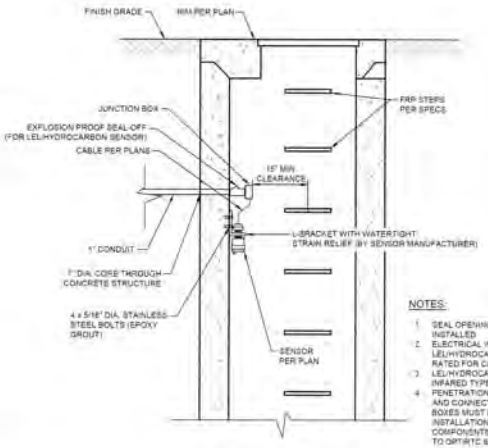
NOTES:

1. SEAL OPENING AFTER SENSOR IS INSTALLED
2. ELECTRICAL INSTALLATION FOR LEL/HYDROCARBON SENSOR SHALL BE RATED FOR CLASS 1 DIV 1.
3. LEL/HYDROCARBON SENSORS SHALL BE INFARED TYPE PER SPECIFICATION

Currently Not Used

4 LEL/HYDROCARBON/H2S SENSOR IN HANDHOLE

NTS REFERENCE SHEET C-13 (HYDRODYNAMIC SEPARATOR)

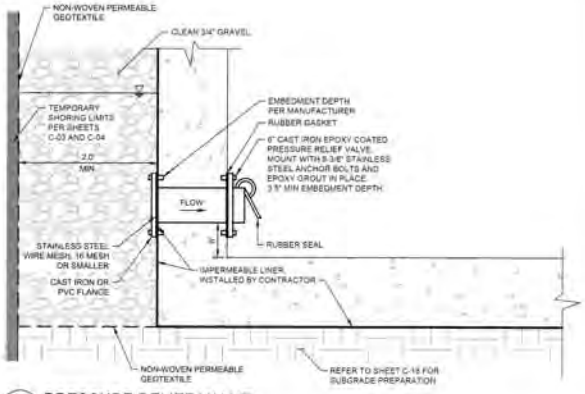


NOTES:

1. SEAL OPENING AFTER SENSOR IS INSTALLED
2. ELECTRICAL INSTALLATION FOR LEL/HYDROCARBON SENSOR SHALL BE RATED FOR CLASS 1 DIV 1
3. LEL/HYDROCARBON SENSORS SHALL BE INFARED TYPE PER SPECIFICATION
4. PENETRATIONS INTO ALL EQUIPMENT AND CONNECTIONS WITHIN JUNCTION BOXES MUST BE LIQUID TIGHT. INSTALLATION OF ELECTRICAL COMPONENTS MUST BE IN ACCORDANCE TO OPTATIC SPECIFICATIONS

5 LEL/HYDROCARBON/H2S SENSOR MOUNTING IN MANHOLE

NTS REFERENCE SHEET C-22



6 PRESSURE RELIEF VALVE

NTS REFERENCE SHEET C-16

REVISIONS			
NO	DESCRIPTION	APPROVE	DATE
1	ADDENDUM 1	JH	03/09/18

PLANS PREPARED BY:

TETRA TECH

www.tetratech.com

3475 East Foothill Blvd.
Pasadena, CA 91107
Phone (626) 351-4664 FAX (626) 351-5291

BENCHMARK:

LOS ANGELES DEPARTMENT OF PUBLIC WORKS BM FY12236
LACO DPW TAG IN E CB OF (S)LAND 6 1M (20FT) N/O BCR @ SEPULVEDA BL & FIGUEROA ST
ELEV = 23.100 NAVD 88

DATE

CITY OF CARSON

ENGINEERING SERVICES DIVISION

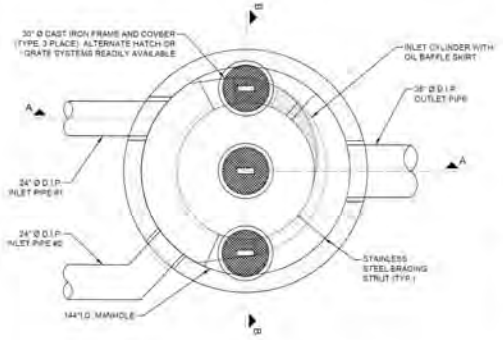
CARSON STORMWATER AND RUNOFF CAPTURE PROJECT
CARRIAGE CREST PARK – PROJECT NO. 1515

DETAILS V

PROJECT NO.	SHEET	PLAN NO.
135-21297-19021	23 of 83	C-17

RECOMMENDED BY: _____ DATE _____
JULIO GONZALEZ - SENIOR ENGINEERING TECHNICIAN

APPROVED BY: _____ 11/8/18
GILBERT RAMIREZ, PE - CITY ENGINEER DATE



JENSEN DEFLECTIVE SEPARATOR, MODEL JDS144-1056U&96L
CUSTOM DUAL INLETS AND UPPER HALF AND LOWER STAINLESS STEEL SCREEN CYLINDERS

HYDRAULICS AND TREATMENT

STORMWATER QUALITY DESIGN FLOW (SQDF)	≤45.0 - CFS
STORM DRAIN DESIGN CONVEYANCE FLOW	XX.XX - CFS
RETURN FREQUENCY/PERIOD OF PEAK DESIGN CONVEYANCE FLOW	XX - YRS
SUGGEST MAXIMUM INTERNAL BYPASS FLOW	0 - CFS

THIS CUSTOM JDS UNIT FUNCTIONS AS A NON BLOCKING SCREENING UNIT AGAINST AN EXTREME RANGE OF TAIL WATER CONDITIONS THAT FLUCTUATES FROM 0 TO 12.4-FT ABOVE DISCHARGE INVERT.

STORMWATER TREATMENT UNIT EMPLOYING THE JENSEN DEFLECTIVE SEPARATION (JDS) TREATMENT PROCESS TO PRODUCE A NON-BLOCKING SCREENING SYSTEM WITH SWIRL CONCENTRATION. THIS HYDRODYNAMIC SEPARATION TREATMENT IS EQUIPPED WITH AN INTERNAL BYPASS THAT PROVIDES COMPLETE BYPASS OF STORM DRAIN PIPELINE CONVEYANCE FLOW WITHOUT SCOUR OF CAPTURED GROSS SOLIDS.

TREATMENT

1. 100% CAPTURE FOR FULL CAPTURE OF TRASH & DEBRIS.
2. JENSEN DEFLECTIVE SEPARATOR IS A NON-BLOCKING SCREENING UNIT.
3. JENSEN DEFLECTIVE SEPARATOR DESIGNED TO PROCESS ENTIRE SQDF.
4. CAPTURE OF OTHER WATER QUALITY CONSTITUENTS INCLUDE:
   - TOTAL SUSPENDED SOLIDS (TSS)
   - HEAVY METALS
   - OIL & GREASE
   - NUTRIENTS
   - FECAL COLIFORM

GENERAL NOTES

1. STANDARD CONFIGURATION IS SHOWN. ALTERNATE CONFIGURATIONS ARE READILY AVAILABLE. CONTACT JENSEN STORMWATER SYSTEMS FOR CUSTOM DESIGNS. www.jensenengineeredsystems.com
2. FOUNDATION, SUBGRADE, AND BACKFILL TO BE DESIGNED BY OTHERS.
3. MANHOLE COMPONENTS CONFORM TO CURRENT SPECIFICATIONS, ASTM C-478 AND AASHTO M199.
4. FLAT TOPS AND BASE SLABS ARE DESIGNED FOR AASHTO HS-20 WHEEL LOADING.
5. GROUNDWATER ELEVATION IS ASSUMED TO BE BELOW THE BOTTOM OF PRECAST STRUCTURE. CONTACT JENSEN STORMWATER SYSTEMS FOR HIGH GROUNDWATER CONDITIONS.
6. ALL PRECAST CONCRETE COMPONENTS TO BE MANUFACTURED IN AN NPCA CERTIFIED PLANT.
7. FOR COMPLETE DESIGN AND PRODUCT INFORMATION, CONTACT JENSEN STORMWATER SYSTEMS.
8. JENSEN STORMWATER SYSTEMS TO PROVIDE ALL MATERIALS AS SHOWN, UNLESS OTHERWISE NOTED.

INSTALLATION NOTES

1. VERTICAL HALF OF THE TOP SCREEN CYLINDER IS MADE OF 4700 MICRON STAINLESS STEEL AND THE OTHER VERTICAL HALF IS SOLID STAINLESS STEEL. THIS IS TO MAKE SURE THE TREATED FLOW DOES NOT MIX WITH UNTREATED FLOW.
2. CONTRACTOR TO VERIFY ALL DIMENSIONS AND ELEVATIONS IN FIELD PRIOR TO INSTALLATION.
3. PRECAST CONCRETE JOINTS TO BE SEALED USING BUTYL RUBBER COMPOUND SUPPLIED BY JENSEN PRECAST.
4. CONTRACTOR TO GROUT ALL PIPE PENETRATIONS IN PRECAST CONCRETE OPENINGS IN FIELD AS NECESSARY.
5. CONTRACTOR TO ADJUST ELEVATION OF FRAME AND COVER IN FIELD AS NECESSARY.

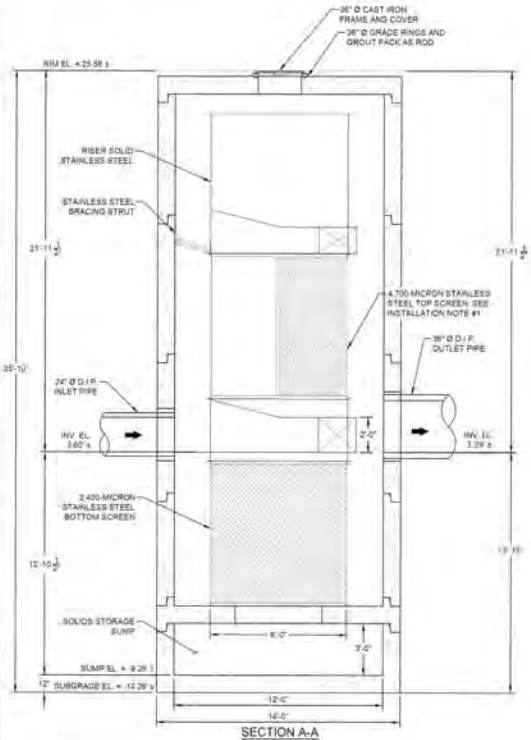
MATERIALS

1. ALL DIMENSIONS ARE IN FRACTIONAL INCHES.
2. MANHOLE COMPONENTS CONFORM TO CURRENT SPECIFICATIONS, ASTM. C-478 AND AASHTO M199.
3. FLAT TOPS AND BASE SLABS ARE DESIGNED FOR AASHTO HS-20 WHEEL LOADING.
4. ALL PRECAST CONCRETE COMPONENTS TO BE MANUFACTURED IN AN NPCA CERTIFIED PLANT.

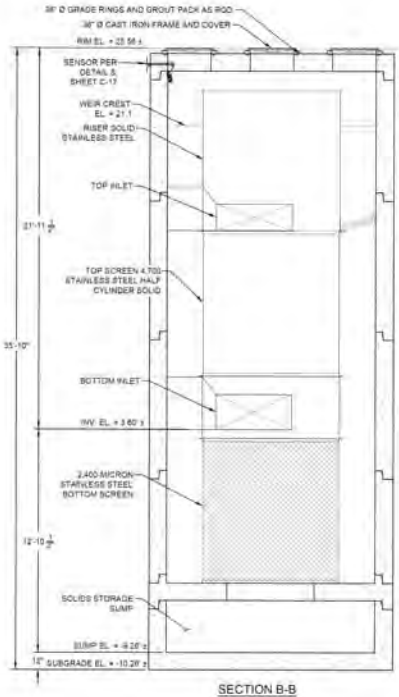
MATERIAL LIST - PROVIDER WITH UNIT

QTY	COMPONENT DESCRIPTION	RESPONSIBLE PROVIDER	RESPONSIBLE INSTALLER
2	HDPE/ALUMINUM INLET	JENSEN	CONTRACTOR
1	2,400 MICRON STAINLESS STEEL SEPARATION SCREEN	JENSEN	CONTRACTOR
1	4,700 MICRON STAINLESS STEEL SEPARATION SCREEN	JENSEN	CONTRACTOR
3	30" Ø CAST IRON FRAME AND COVER. H20 RATED	JENSEN	CONTRACTOR
AS REQD.	36" Ø GRADE RINGS.	JENSEN	CONTRACTOR
2	24" Ø DIP INLET PIPE STUBS	JENSEN	CONTRACTOR
1	36" Ø DIP OUTLET PIPE STUBS	JENSEN	CONTRACTOR

△



SECTION A-A
SCALE=N.T.S.



SECTION B-B
SCALE=N.T.S.

1 HYDRODYNAMIC SEPARATOR
NTS REFERENCE SHEET C-09

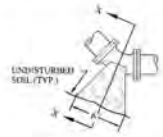
THRUST BLOCK SPECIFICATIONS AND DIMENSIONS

FITTING	AREA (IN^2)	TEES		AREA OF THRUST BLOCK (FT^2)	90° BENDS AND DEAD MAN (FT)		AREA OF THRUST BLOCK (FT^2)	45° BENDS AND "V" (FT)		AREA OF THRUST BLOCK (FT^2)	22.5° BENDS (FT)		AREA OF THRUST BLOCK (FT^2)	11.25° BENDS (FT)		AREA OF THRUST BLOCK (FT^2)
SIZES (IN)		A (FT)	B (FT)		A (FT)	B (FT)		A (FT)	B (FT)		A (FT)	B (FT)		A (FT)	B (FT)	
6	28.3	2.1	1.0	2.1	2.4	1.2	3.0	1.8	0.9	1.6	1.3	0.6	0.8	1.3	0.6	0.8
8	50.2	2.7	1.4	3.8	3.3	1.6	5.5	2.4	1.2	2.9	1.7	0.9	1.5	1.7	0.9	1.5
10	78.5	3.4	1.7	5.9	4.1	2.0	8.3	3.0	1.5	4.5	2.1	1.1	2.3	2.1	1.1	2.3
12	113.1	4.1	2.1	8.5	4.9	2.4	12.0	3.6	1.8	6.5	2.6	1.3	3.3	2.6	1.3	3.3
14	153.9	4.8	2.4	11.5	5.7	2.9	16.3	4.2	2.1	8.8	3.0	1.5	4.5	3.0	1.5	4.5
16	201.1	5.5	2.7	15.1	7.1	3.6	21.3	4.8	2.4	11.5	4.4	1.7	5.9	3.4	1.7	5.9
18	254.5	6.4	3.0	19.1	18.0	CY	27.0	5.4	2.7	14.6	3.9	1.9	7.4	3.9	1.9	7.4
20	314.2	7.9	3.0	23.6	22.2	CY	33.3	6.0	3.0	18.0	4.3	2.1	9.2	4.3	2.1	9.2
24	452.4	22	CY	33.9	32.0	CY	48.0	17.3	CY	26.0	5.1	2.6	13.2	5.1	2.6	13.2

NOTES:

1. BASED ON 200 PSI STATIC PRESSURE PLUS AWWA WATER HAMMER ALLOWANCE ASSUMING 4000 PSF BEARING CAPACITY OF SOIL.
2. ALL BEARING SURFACES TO BE CARRIED TO UNDISTURBED GROUND.
3. THRUST BLOCKS TO BE USED AT ALL LINES OPERATING UNDER PRESSURE.
4. THESE DETAILS IN NO WAY LIMIT THE SIZE OR LOCATION OF ADDITIONAL BLOCKING (WHEN REQUESTED BY THE COUNTY ENGINEER.
5. DEPTH FROM GROUND SURFACE TO TOP OF BLOCKING SHALL BE GREATER THAN HEIGHT OF BLOCKING.
6. ALL FITTINGS, VALVES, ETC. SHALL BE WRAPPED WITH VISQUEEN OR POLYWRAP BEFORE CONCRETE IS PLACED, TO PREVENT CORROSION OR BONDING OF THE CONCRETE TO THE BOLTS, FITTINGS, OR PIPE.
7. WIDTH OF THE THRUST BLOCK SHOULD BE AT LEAST TWO TIMES THE HEIGHT OF THE THRUST BLOCK.
8. CUBIC YARDS OF CONCRETE IS SPECIFIED TO OPPOSE THE THRUST FORCE WHEN DIMENSION "A" EXCEEDS 8 FEET.

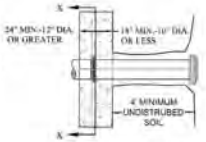
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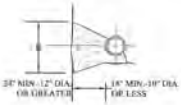
PLAN VIEW



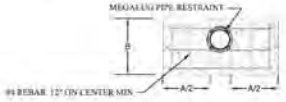
PLAN TEES



PLAN DEADMAN



SECTION X - X
BENDS & TEES



SECTION X - X
DEADMAN BLOCKING

2 THRUST BLOCK DETAIL
NTS REFERENCE SHEET C-10

REVISIONS

NO.	DESCRIPTION	APPROVE	DATE
1	ADDENDUM 1	JH	03/09/18

PLANS PREPARED BY:
TETRA TECH
www.tetratech.com
3475 East Foothill Blvd.
Pasadena, CA 91107
Phone: (626) 351-4664 FAX (626) 351-5291

REGISTERED PROFESSIONAL ENGINEER No. 68679 CIVIL STATE OF CALIFORNIA
DATE

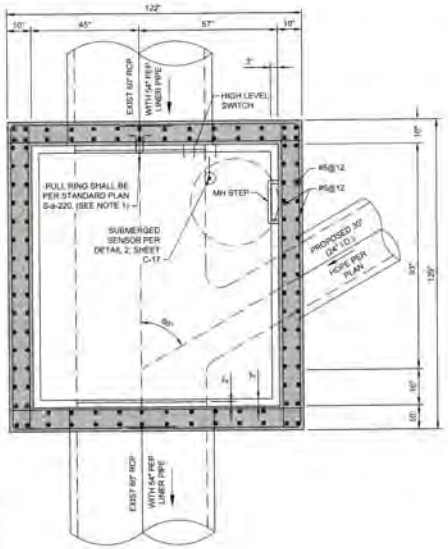
BENCHMARK:
LOS ANGELES DEPARTMENT OF PUBLIC WORKS
BM TV 12236
LACO DPW TAG IN E CB OF ISLAND 5.1M (20FT) N/O BCR @ SEPULVEDA BL & FIGUEROA ST
ELEV = 23.100 NAVD 88

CITY OF CARSON
ENGINEERING SERVICES DIVISION

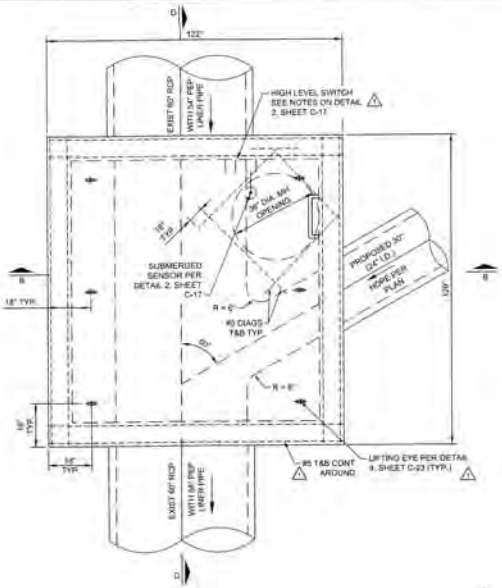
CARSON STORMWATER AND RUNOFF CAPTURE PROJECT
CARRIAGE CREST PARK - PROJECT NO. 1515
DETAILS VII

PROJECT NO: 135-01207-18021 | SHEET: 25 of 83 | PLAN NO: C-19

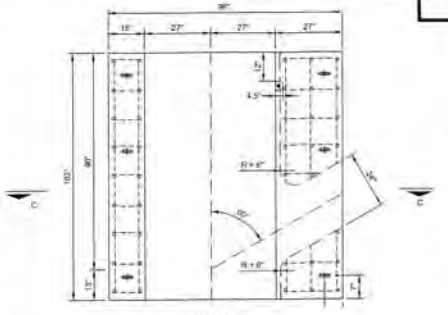
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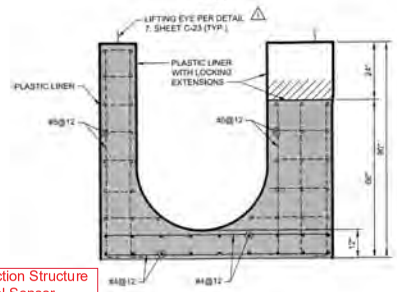
PLAN SECTION A - A



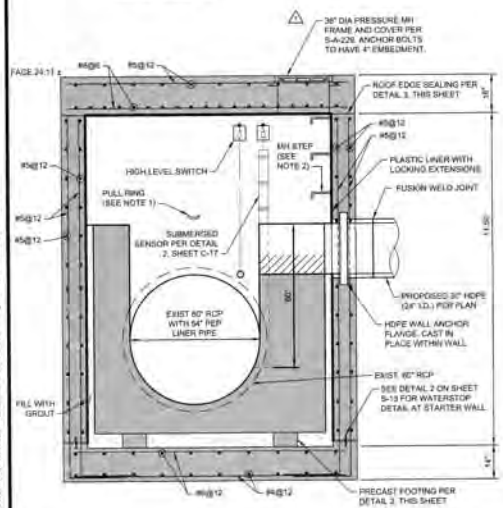
ROOF PLAN



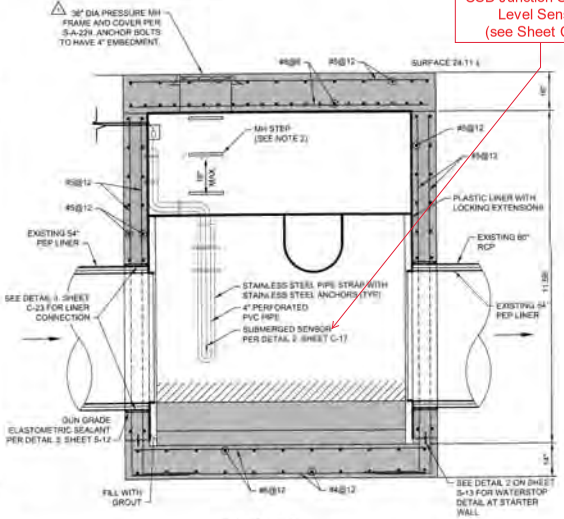
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SECTION C - C

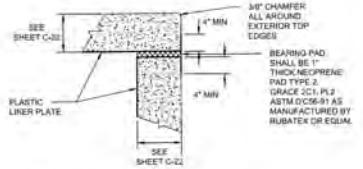


SECTION B - B

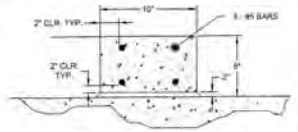


SECTION D-D

CSD Junction Structure Level Sensor (see Sheet C-11)



3 ROOF EDGE SEALING DETAIL
NTS REFERENCE THIS SHEET



2 PRECAST CHANNEL FOOTING DETAIL
NTS REFERENCE THIS SHEET

1 96" CSD JUNCTION STRUCTURE
NTS REFERENCE SHEETS C-11

GENERAL NOTES:
1. SEE SPECIFICATION SECTION 02531 FOR EXISTING PIPE REMOVAL REQUIREMENTS.
2. GROUTING OF THE PRECAST CHANNEL SHALL BE COMPLETED WITHIN 48 HRS AFTER THE PIPE IS CUT.

NOTES:
1. ALL JUNCTION STRUCTURES SHALL BE PROVIDED WITH A STANDARD PULL RING IN ACCORDANCE WITH S-a-220. THE PULL RING SHALL BE LOCATED 5" ABOVE THE TOP OF PIPE ON THE UPSTREAM SIDE OF THE JUNCTION STRUCTURE AND ALONG THE AXIS OF THE DOWNSTREAM OUTLET. WHERE THE JUNCTION STRUCTURE IS TO BE USED AS A DOWNSTREAM SIPHON JUNCTION STRUCTURE, IT SHALL BE PROVIDED WITH AN ADDITIONAL STANDARD PULL RING, BUT LOCATED 5" ABOVE THE TOP OF PIPE ON THE DOWNSTREAM SIDE OF THE JUNCTION STRUCTURE AND ON THE CENTERLINE OF THE UPSTREAM SIPHON PIPE.
2. JUNCTION STRUCTURE STEPS SHALL BE IN ACCORDANCE WITH S-a-209 AND SHALL BE UNIFORMLY SPACED NOT MORE THAN 16" APART. THE TOP STEP SHALL BE PLACED WITHIN 16" BELOW THE JUNCTION STRUCTURE FRAME. THE BOTTOM JUNCTION STRUCTURE STEP SHALL BE PLACED WITHIN 18" ABOVE THE SHELF. IN JUNCTION STRUCTURE SHAFTS 36" IN DIAMETER AND LARGER, THE JUNCTION STRUCTURE STEPS SHALL PROJECT 5". IN JUNCTION STRUCTURE SHAFTS SMALLER THAN 36" IN DIAMETER, THE JUNCTION STRUCTURE STEPS SHALL PROJECT 4". THE JUNCTION STRUCTURE STEPS SHALL BE PLACED SUCH THAT THEY ARE ADJACENT TO BUT NOT INTERFERING WITH ACCESS TO THE PULL RING.
3. THE JUNCTION STRUCTURE SHALL BE PROVIDED WITH PLASTIC LINER WITH LOCKING EXTENSIONS. THE PLASTIC LINER AND ITS INSTALLATION SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS. THE LINER SHALL EXTEND FROM THE BOTTOM OF THE ADJUSTING RINGS TO THE TOP OF THE SHELF UNLESS THE ADJACENT PIPE IS LINED. IF THE ADJACENT PIPE IS LINED, THE LINER SHALL EXTEND TO A POINT IN THE CHANNEL MATCHING THE BOTTOM OF THE LINER IN THE LINED PIPE. LINER RETURNS SHALL BE PROVIDED WHERE THE LINER TERMINATES AT THE ADJUSTING RING AND THE SHELF. THE JOINT BETWEEN THE LINER AND THE STAINLESS STEEL STEPS AND PULL RINGS SHALL BE THOROUGHLY SEALED WITH MASTIC SEAM MATERIAL AS MANUFACTURED BY LINABOND INC., CAMARILLO, CALIFORNIA (805) 484-7373, OR EQUAL. AFTER APPLICATION OF CLA-2 ACTIVATOR ON PLASTIC LINER AND EPIKHS PRIMER ON STEEL SURFACES. APPLICATION OF SEALANT AND PREPARATION OF SURFACES SHALL BE IN STRICT CONFORMANCE WITH THE MANUFACTURER'S DIRECTION.
4. UNLESS OTHERWISE SPECIFIED, ALL CONCRETE SHALL BE 560-B-4000. ALL REINFORCING BARS SHALL BE DEFORMED BARS CONFORMING TO ASTM-A706 GRADE 60.
5. NOT USED.
6. A 12" WIDE BY 12" HIGH CONCRETE RING SHALL BE PROVIDED AROUND THE JUNCTION STRUCTURE FRAME, IN UNPAVED AREAS. THE CONCRETE RING SHALL BE PROVIDED WITH #3 REBAR, 20" DIAMETER LAP. WIDTH OF RING SHALL BE 12" AS MEASURED FROM CENTER OF LIFTING EYE. HEIGHT SHALL BE MEASURED FROM 1.5" BELOW FINAL GRADE IN PAVED AREAS AND AT GRADE IN UNPAVED AREAS.
7. EXCEPT AS NOTE HEREON, THE PRECAST UNITS SHALL BE MANUFACTURED AND TESTED IN ACCORDANCE WITH ASTM C478. THE CURING OF THE PRECAST UNITS SHALL CONFORM TO SECTION 207-2.7 OF THE STANDARD SPECIFICATIONS, AS AN ALTERNATE, THE UNITS MAY BE CURED USING SATURATED STEAM FOR A MINIMUM OF 12 HOURS FOLLOWED BY 6 DAYS OF WATER CURING OR MEMBRANE CURING. IF THE UNITS ARE CURED BY THE ALTERNATE METHOD, THEY SHALL NOT BE SHIPPED PRIOR TO 8 DAYS AFTER CASTING NOR UNTIL THE CONCRETE HAS ATTAINED A MINIMUM STRENGTH OF 4,000 PSI. JOINTS SHALL BE TONGUE AND GROOVE AND SHALL BE ASSEMBLED USING CLASS "B" MORTAR. THE MORTARED JOINTS SHALL BE FLUSH AND TROWELED SMOOTH.
8. THE CONTRACTOR SHALL BE AWARE THAT THIS WORK MAY HAVE TO BE PERFORMED DURING OVERNIGHT HOURS WHEN FLOWS ARE LOWER, THE FLOW DEPTH AT THE LOCATION OF THE JUNCTION STRUCTURE SHALL BE ASSUMED TO BE APPROXIMATELY 3.75' DEEP AND NOT VARY SIGNIFICANTLY WITH FLOWRATE, AS OF JUNE 2012, THE PEAK FLOW IS ESTIMATED TO BE 30 CFS.
9. ALL CONCRETE AND REINFORCEMENT, INCLUDING PRECAST UNITS, SHALL COMPLY WITH NOTE 4.

COUNTY SANITATION DISTRICTS (CSD) NOTES
1. NO CONNECTION FOR THE DISPOSAL OF INDUSTRIAL WASTES SHALL BE MADE TO SEWERS SHOWN ON THESE PLANS UNTIL A PERMIT FOR INDUSTRIAL WASTEWATER DISCHARGE HAS BEEN ISSUED BY CSD FOR SAID CONNECTION.
2. SEE CSD JUNCTION STRUCTURE DETAIL ON THESE SEWER PLANS AND SHEET C-22
3. ALL WORK INVOLVING CSD SEWERS OR MANHOLES SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION" (GREENBOOK), AND CSD "AMENDMENTS TO THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION AND STANDARD DRAWINGS FOR CONSTRUCTION". A COPY OF THE AMENDMENTS AND STANDARD DRAWINGS CAN BE OBTAINED FROM THE CSD ENGINEERING COUNTER (ROOM 110) AT 1955 WORKMAN MILL ROAD, WHITTIER, CA 90601 OR FROM THE CSD WEBSITE AT WWW.LACSD.ORG.
4. CSD IS NOT RESPONSIBLE FOR ANY PERSONAL INJURY OR PROPERTY DAMAGE RELATING TO THE WORK ON THESE SEWER PLANS. THE PROJECT OWNER SHALL INDEMNIFY AND HOLD HARMLESS CSD FROM ANY CLAIMS, DAMAGE OR LOSSES RELATING TO THE WORK ON THESE SEWER PLANS. THE CONTRACTOR SHALL REPAIR ANY DAMAGE TO CSD FACILITIES AT ITS EXPENSE.

CITY OF CARSON APPROVAL
APPROVED BY: _____ CITY ENGINEER _____ DATE _____
PRINT NAME / RCE

COUNTY SANITATION DISTRICT NO. 8
OF LOS ANGELES COUNTY, CALIFORNIA
GRACE ROBINSON HYDE, CHIEF ENGINEER and GENERAL MANAGER
APPROVED BY _____ DATE _____
OFFICE ENGINEER

PLANS PREPARED BY:
TETRA TECH
www.tetratech.com
3475 East Foothill Blvd.
Pasadena, CA 91107
Phone: (626) 351-4664 FAX (626) 351-5291

BENCHMARK:
LOS ANGELES DEPARTMENT OF PUBLIC WORKS
BM 7Y1223
LACO DPW TAG IN E CB OF ISLAND 0.1'M (20FT) N/O BCR @ SEPULVEDA BL & FIGUEROA ST
ELEV = 23.106 NAVD 88

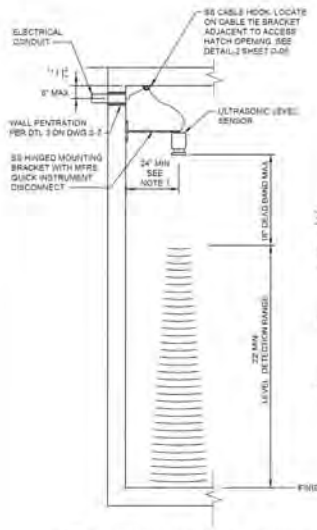
DATE: _____

REVISIONS			
NO	DESCRIPTION	APPROVE	DATE
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2	LACSD COMPLICANCE	JH	07/11/18

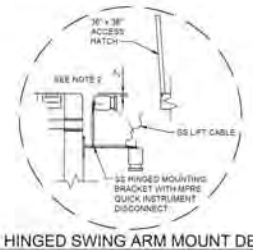
CITY OF CARSON
ENGINEERING SERVICES DIVISION

CARSON STORMWATER AND RUNOFF CAPTURE PROJECT
CARRIAGE CREST PARK - PROJECT NO. 1515
DETAILS X

PROJECT NO. 135-01297-16021 | SHEET 28 of 83 | PLAN NO. C-22



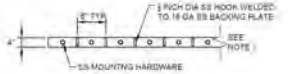
1 ULTRASONIC LEVEL SENSOR - ELEVATION
SCALE: NTS



SS HINGED SWING ARM MOUNT DETAIL

ULTRASONIC LEVEL SENSOR NOTES:

1. CONTRACTOR SHALL COORDINATE THE POSITION OF THE ULTRA SONIC LEVEL SENSOR TO COMPLY WITH THE MANUFACTURER'S REQUIREMENTS FOR CLEARANCE FROM WALLS AND OTHER WET WELL FEATURES THAT MAY INTERFERE WITH THE OPERATION OF THE SENSOR.
2. CONTRACTOR SHALL COORDINATE THE SELECTION, FABRICATION, AND MOUNTING LOCATION OF THE HINGED MOUNTING BRACKET TO FREELY ARTICULATE BETWEEN THE HORIZONTAL OPERATING POSITION TO THE VERTICAL ACCESS POSITION WITHOUT INTERFERENCE FROM THE ACCESS HATCH OPENING OR OTHER WETWELL COMPONENTS.
3. EPOXY COAT HINGED MOUNTING BRACKET WITH OSHA SAFETY YELLOW PER 09900.



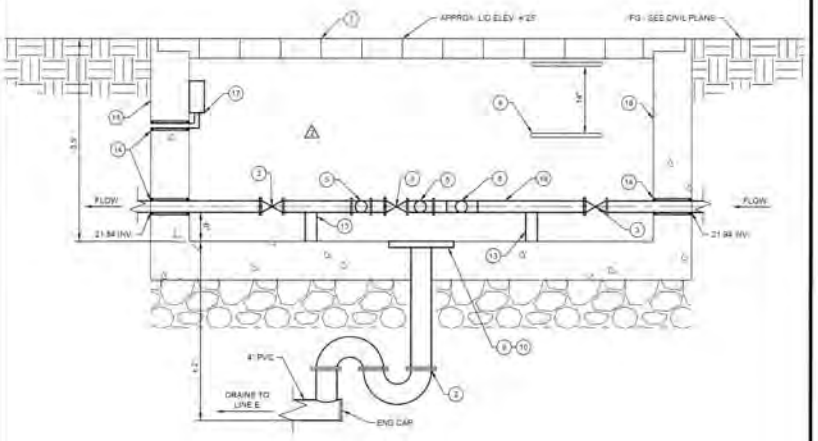
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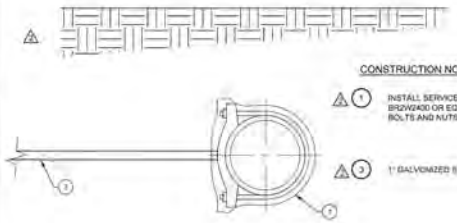
SECTION

NOTES:
1) CONTRACTOR SHALL COORDINATE THE NUMBER OF CABLE TIES WITH THE APPROVED WETWELL EQUIPMENT REQUIREMENTS PLUS ONE SPARE/FUTURE.
2) EPOXY COAT CABLE TIE BRACKET WITH OSHA SAFETY YELLOW PER 09900.

2 CABLE TIE BRACKET
SCALE: NTS



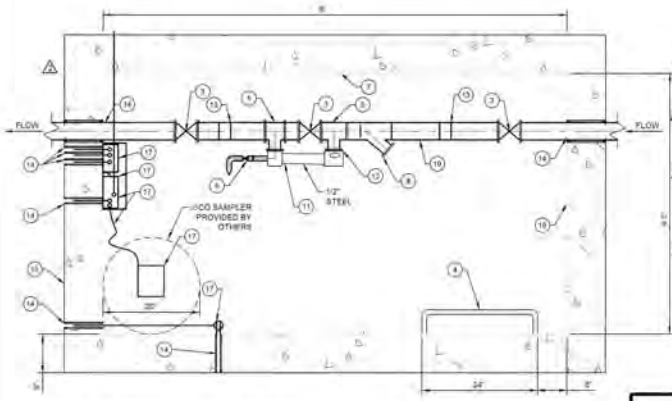
4 SAMPLING VAULT - ELEVATION
SCALE: NTS



CONSTRUCTION NOTES:

1. INSTALL SERVICE SADDLE WITH 1" TAP, MUELLER TYPE BR2W2400 OR EQUAL. BRASS BODY, STAINLESS STEEL STRAPS, BOLTS AND NUTS.
2. 1" GALVANIZED STEEL PIPE

3 SERVICE SADDLE
SCALE: NTS



5 SAMPLING VAULT PLAN
SCALE: NTS

CONSTRUCTION NOTES:

1. NOT USED
2. 4" PVC S-TRAP
3. 1" FPT X FPT LEAD FREE BRONZE BALL VALVE
4. 24" PREFABRICATED ALUMINUM WALL LADDER. (STEPS SPACED UNIFORMLY AT 14" ± 15" O.C. CONFORM TO SPWWC 535-3)
5. 1" X 1/2" GALVANIZED STEEL TEE
6. ½" BALL VALVE WITH 90° ELBOW BUSHING AND 1/4" x 2" NIPPLE
7. 4.5'W x 6'L BILCO TYPE "J-AL H20" ALUMINUM STEEL SINGLE LEAF LOCKABLE EQUIPMENT HATCH OR APPROVED EQUAL
8. 1" LEAD FREE CAST COPPER SILICON ALLOY WYE STRAINER WATTS MODEL OR APPROVED EQUAL.
9. 4" CAST IRON FLOOR DRAIN
10. 4" FLOOR DRAIN BACK FLOW PREVENTER
11. 3-WAY BALL VALVE AND RELAY (316 STAINLESS) WITH PTF SEALS PER MANUFACTURER.
12. 1/2" WATTS STAINLESS STEEL 3-WAY PRESSURE REDUCTION VALVE. SUFFIX B, PRESSURE RANGE 3 - 50 OR (APPROVED EQUAL) SHALL BE ADJUSTED TO 3 PSI TO 5 PSI.
13. ADJUSTABLE PIPE SUPPORT PER DETAIL 1, SHEET D-04
14. GUN GRADE ELASTOMETRIC SEALANT PER DETAIL 3, SHEET S-12
15. 4.5'W X 6' L X 3.5' D H20 LOAD RATED VALVE VAULT AND FLOW METER VAULT WITH LOCKABLE HATCH
16. 12" x 24" ALUMINUM MOUNTING PLATE PER MANUFACTURER. STAINLESS(304) HARDWARE
17. REFER TO ELECTRICAL SHEETS.
18. PRECAST CONCRETE VAULT, TRAFFIC H-20 RATED, COMPATIBLE WITH BILCO HATCH SPECIFIED HEREIN.
19. 1" THREADED GALVANIZED STEEL PIPE, UNIONS NOT SHOWN

REVISIONS			
NO.	DESCRIPTION	APPROVE	DATE
1	LACSD COMPLIANCE	AM	04/18/18

PLANS PREPARED BY:
TETRA TECH
www.tetratech.com
Pasadena, CA 91107
PHONE (626) 351-4664 FAX (626) 351-5291

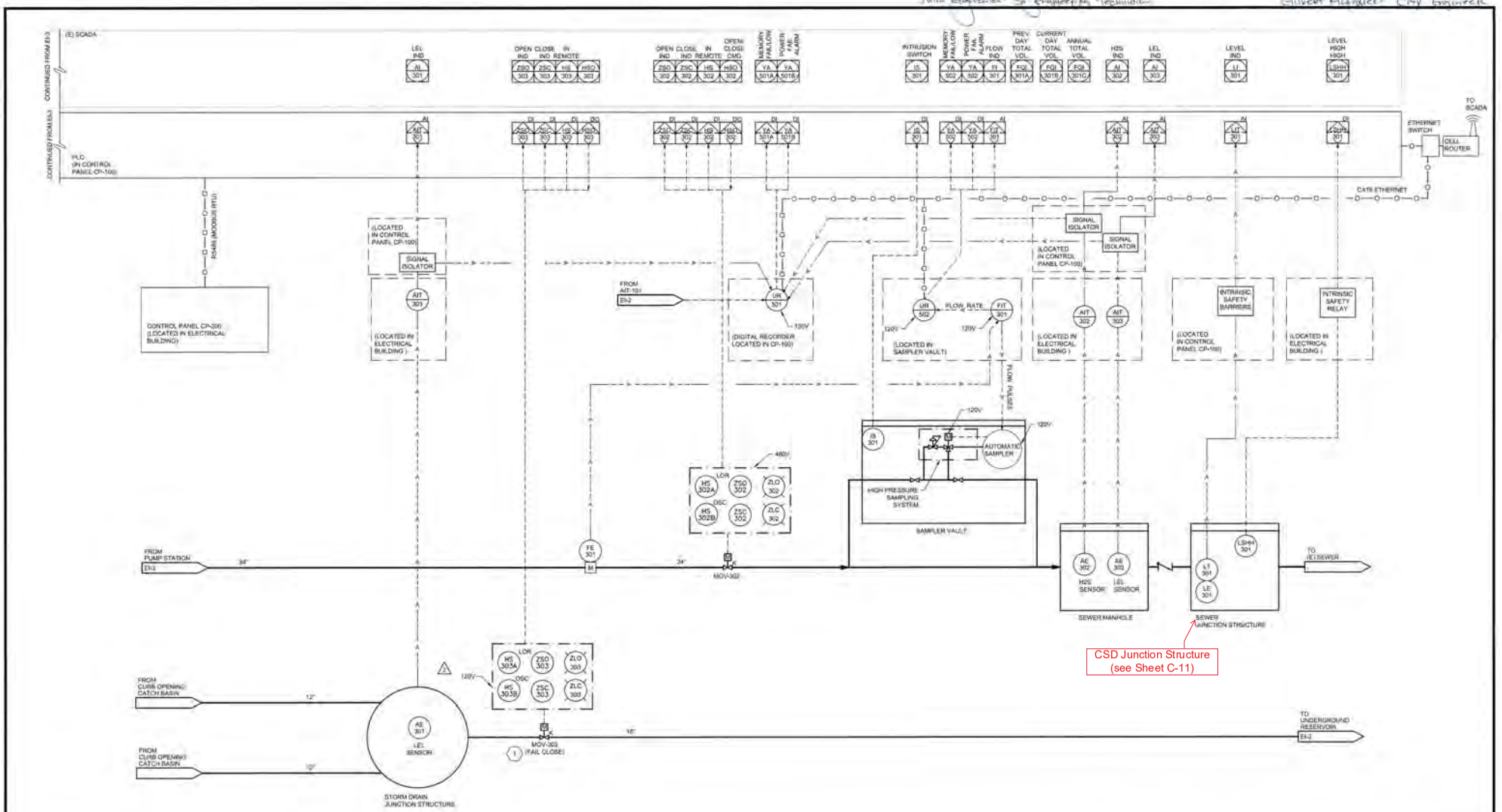
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BENCHMARK:
LOS ANGELES DEPARTMENT OF PUBLIC WORKS
BM TY12239
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N/O BCR @ SEPULVEDA BL & FIGUEROA ST
ELEV = 23.100 NAVD 88

CITY OF CARSON
ENGINEERING SERVICES DIVISION

CARSON STORMWATER AND RUNOFF CAPTURE PROJECT
CARRIAGE CREST PARK - PROJECT NO. 1515
PUMP STATION DETAILS II

PROJECT NO.	SHEET	PLAN NO.
135-51297-18021	56 of 83	D-05



NOTES:

1. VALVE ACTUATOR SHALL MOVE TO THE CLOSED POSITION IF POWER FAILS OR IF ACTUATOR IS SHUT-OFF.

REVISIONS			
NO	DESCRIPTION	APPROVE	DATE
1	B&S COMPLIANCE	MK	5/24/18

STAMP

PLANS PREPARED BY:

TETRA TECH

www.tetratech.com

3475 East Foothill Blvd.
Pasadena, CA 91107
Phone: (626) 351-4664 FAX (626) 351-5291

BENCHMARK:

LOS ANGELES DEPARTMENT OF PUBLIC WORKS
BM TY1223E
LACO DPW TAG IN E CB OF ISLAND & 1M (29FT) N/O BCR @ SEPULVEDA BL & FIGUEROA ST
ELEV = 23.100 NAVD 88

DATE:

CITY OF CARSON

ENGINEERING SERVICES DIVISION

CARSON STORMWATER AND RUNOFF CAPTURE PROJECT
CARRIAGE CREST PARK-PROJECT NO. 1515

P&ID

PROJECT NO.	SHEET	PLAN NO.
135-21297-16821	79 of 83	EI-04

Exhibit 6
Amendment No. 1 to the Stormwater Project Services Agreement between the City and District

AMENDMENT NO. 1

TO STORMWATER PROJECT SERVICES AGREEMENT

THIS AMENDMENT TO THE STORMWATER PROJECT SERVICES AGREEMENT ("Amendment") by and between the CITY OF CARSON ("City") and COUNTY SANITATION DISTRICT NO. 2 of LOS ANGELES COUNTY ("District") is effective as of the 14th day of January, 2020.

RECITALS

A. City and District entered into that certain Stormwater Project Services Agreement dated July 19, 2016 ("Agreement") whereby District agreed to support planning, design, and construction management for Project No. 1515 – Carson Stormwater Capture Facility at Carriage Crest Park ("Project").

B. The Project funding in the amount of $13 Million Dollars was secured from Caltrans through a Cooperative Implementation Grant Program Agreement ("Grant Program Agreement") between Caltrans and the City. Under the Agreement, the Parties intended that work performed under the Agreement would be paid for by the City which would apply for reimbursement under the Grant Program Agreement.

C. The Agreement provided for the City to reimburse the District for its services on a time and material basis an amount not-to-exceed $2,851,000 from the Grant Program Agreement funds. District's hourly rates are attached to the Agreement as Exhibit 2 to the Cooperative Implementation Agreement, which is in turn attached to the Agreement as Exhibit 1.

D. The Project commenced in July 2016 and included project planning; providing assistance with CEQA requirements, coordination and permitting with Los Angeles County Flood Control for connection to their storm drain system, coordination and permitting with the Districts for connection to the sanitary sewer system, and identifying funding sources; and using the District-contracted Tetra Tech, Inc (Tetra Tech) to performing preliminary design, detailed design, and the preparation of construction drawings and technical specifications for the Project.

E. The construction of the Project commenced in May 2018 and included the construction of a stormwater diversion and capture system, using OHL, Inc. as the contractor, StormTrap, LLC for the storage units, and the District-contracted Tetra Tech, Inc. ("Tetra Tech") for construction management.

F. The construction was initially expected to be completed in December 2019.

G. Due to early construction challenges, construction of the Project has been significantly delayed, with an expected completion date not earlier than September 2020. The challenges to construction include:

- Rain Delays. Due to significant rainfall during the winter months of 2018 and 2019, the Project has experienced approximately 50 days of delay due

to unusually rainy conditions, and additional time to pump out the rainwater and to allow the soil to dry.

- Shoring: Due to movement at the main excavation area, additional time was required to perform remedial actions to stabilize the shoring system.

- Soil variability: Due to contaminated soil discovered during excavation which did not initially appear during boring, additional time is required for additional soil testing and hazardous waste management.

H. The District is requesting that the authorized maximum cost be increased by approximately $925,000 for the additional services to be provided for the extended Project period, including but not necessarily limited to construction management work, geotechnical work, submittal review, excavation monitoring, and special inspection costs. The extended Project period may include other additional time caused by additional rain delays, additional soil contamination, and conflicts with existing utilities

I. City expects to receive more than two million dollars ($2,000,000) in municipal return funds by Summer of 2020 from Los Angeles County's Safe Clean Water Program, passed as "Measure W" by the voters in November of 2018, some of which may be used for project costs under this Amendment. City may also apply for Regional funds under the Safe Clean Water Program's competitive process for future expenditures for this project.

J. City and District now desire to amend the Agreement to increase the total not-to-exceed compensation by $925,000 for the services to be provided by District.

TERMS

1. **Contract Changes**. The Agreement is amended as provided herein.

(a) Section E, is hereby revised as follows (additions in ***bold italics***, deletions in ~~strikethrough~~)

> The Parties intend by this Agreement for the District to provide or oversee design, environmental review, and permitting support for the Project. The District may also provide or oversee construction management services to the City for the Project. The Parties intend that all work performed under this Agreement will be paid for by the City, which will apply for reimbursement under the Caltrans Agreement***, and which will use Los Angeles County's Safe Clean Water Program municipal return funds, as well as regional funds if awarded***.

(b) Section 4, Deposit and Payment, is hereby revised as follows (additions in ***bold italics***, deletions in ~~strikethrough~~):

> The City shall pay the District on a time-and-material basis, not to exceed ***$3,776,000*** ~~$2,851,000~~ without further authorization from

the City of Carson. The City ~~shall deposit~~ ***deposited*** with the District an initial payment of $250,000 to be used toward any allowable costs of the Project.

2. **Continuing Effect of Agreement.** Except as amended by this Agreement, 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 District 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.

District 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 District that, as of the date of this Amendment, District 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 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.

[SIGNATURES OF FOLLOWING PAGE]

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

CITY:
CITY OF CARSON

Albert Robles, Mayor

ATTEST:

Donesia Gause-Aldana, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney [LTF]

DISTRICT:
COUNTY SANITATION DISTRICT NO. 2 OF LOS ANGELES COUNTY

Chairperson

ATTEST:

APPROVED AS TO FORM:

Exhibit 7. Districts' Cost Schedule for FY 2021-22

Position	Hourly Rate ($/hr)
Division Engineer	228
Supervising Engineer	196
Senior Engineer	177
Civil Engineer	160
Engineering Associate	150
Engineering Technician	101
Secretary	83
Senior SCADA Coordinator	148
Senior Electrical and Instrumentation Technician	132
Electrical and Instrumentation Technician	125
Asset Management Technician	122
Senior Mechanic	120
Lead Maintenance and Construction	113
Vacuum Truck Driver	97
Maintenance & Construction Worker	90
Treatment Plant Operator I	108
Treatment Plant Operator II	120
Supervising Treatment Plant Operator	146

Labor billing rates are subject to readjustment by the Sanitation Districts' Chief Engineer and General Manager no more frequently than annually to reflect the cost of such service. Revised rates will become effective on the first day of the month following notification that rates have been revised.

AMENDMENT NO. 4

TO O&M SUPPORT AGREEMENT – STORMWATER CAPTURE FACILITY

(Carriage Crest Park)

THIS AMENDMENT TO THE O&M SUPPORT AGREEMENT – STORMWATER CAPTURE FACILITY ("**Amendment No. 4**") by and between the CITY OF CARSON, a California municipal corporation ("**City**") and COUNTY SANITATION DISTRICT NO. 2 OF LOS ANGELES COUNTY ("**District**"), is effective as of the 15th day of September, 2026. City and District are sometimes hereinafter individually referred to as "**Party**" and hereinafter collectively referred to as the "**Parties**."

RECITALS

A. On or about June 8, 2022, City and District entered into that certain O&M Support Agreement – Stormwater Capture Facility ("**O&M Agreement**"), whereby District agreed, on a time and materials basis and at the City's direction, to provide City with interim operations and maintenance support ("**O&M Services**") to support the startup of the Water Capture Facility at Carriage Crest Park in the City of Carson ("**Facility**").

B. The intent of the O&M Agreement was for the District to provide operation and maintenance (O&M) support for a portion of the Facility, in order to provide a bridge between Facility startup and operation by City-contracted O&M service providers or contractors.

C. Prior to entering into the O&M Agreement, District and City also entered into a Stormwater Project Services Agreement dated July 19, 2016 ("**Project Agreement**") in connection with City's desire to construct the Facility "**Project**"). To facilitate construction of the Project, City requested District, and District agreed, to provide certain support planning, design, and construction management services under the Project Agreement. Under the terms of the Project Agreement, the District intended to provide or oversee design and construction management services for the Project, and the City was to pay District for all work performed under the Project Agreement. The City was to then to be responsible for approving the plans and specifications, and for advertising, bidding, and awarding the construction contract for the Project. The District contracted with Tetra Tech ("**Consulting Engineer"**) to perform preliminary engineering and site investigations, design services, and construction management services for the Project; the City retained OHL USA ("**Contractor**") as the general contractor for the Project and pre-purchased and furnished to the Contractor the modular stormwater storage.

D. Construction of the Facility by Contractor and commenced in May 2018. During the course of construction, the Project encountered multiple construction challenges that significantly affected project completion. Those delays included, but were not limited to, rain delays, soil that required additional testing and handling, and Contractor productivity issues.

E. Although the City did not accept the Contractor-installed ballfield turf until March 2022, the structural, mechanical, and electrical portions of the Facility were essentially completed

as of October 2021. Facility startup and equipment testing began around that time and were expected to be completed in December 2021 or January 2022.

F. Functional testing was suspended in April 2022 due to damage to electrical components caused by stormwater runoff entering below-ground vaults primarily through access hatches at ground level. It was the City's opinion that the damage was a result of alleged errors and omissions in Consulting Engineer's designs and construction management services which resulted in Contractor constructing a Project that contained deficiencies.

G. Due to the anticipated time to obtain replacement parts and otherwise remediate deficiencies in the Project, the City suspended the Project work on April 29, 2022, which consisted primarily of the Contractor's demonstration of the functionality of the control program and providing O&M training to City staff, in addition to performing minor "punch list" items and correcting "as-built" drawings.

H. The City subsequently attempted via an extra work process to have the Contractor replace the damaged equipment and make minor modifications designed to prevent future equipment damage, with the expectation that the Contractor would resume the suspended Project work after replacing the failed equipment. That extra work process was based on revised drawings prepared by Consulting Engineer and furnished to Contractor by the City.

I. However, due to a lack of timely response from the Contractor, the City decided to terminate that contract and instead rely on the District to perform remaining work necessary to make the Facility operational. The City accepted the work completed by Contractor and authorized the District to perform the remaining work at its July 16, 2024 City Council meeting.

J. Due to the delays that occurred for various reasons during the construction of the Project, City and District have on multiple occasions extended the term of the O&M Agreement to allow the District to assist with the startup and initial operation and maintenance of the Facility.

K. There have been three amendments to the O&M Agreements and a letter agreement dated June 11, 2025 ("**Letter Agreement**") that changed the expiration date of the O&M Agreement. As a result of these modifications, the current expiration date of the O&M Agreement is September 30, 2026.

L. In addition to extending the term, Amendment No. 2 to the O&M Agreement, which had an effective date of September 30, 2023, expanded the scope of the O&M Agreement to allow the District to replace or repair the damaged equipment/instrumentation to allow the Facility to be placed into operation, and make related modifications or improvements to reasonably protect the equipment from future damage, as well as established criteria for City acceptance of the District's work.

M. The District's agreed upon grading work and the drainage improvements were completed in or around February 2025 and prevented flooding of the vaults during wet weather events in early 2025 and the 2025/26 wet weather season.

N. In addition to extending the term, Amendment No. 3 to the O&M Agreement, which had an effective date of September 2, 2025, acknowledged that the City Carriage Crest Park

Expansion Project ("Expansion Project") impacted the grading and drainage improvements made by District to address surface water inflow to the subsurface equipment vaults. The City acknowledged that the Expansion Project has caused a change in conditions at the Facility and accepted that the grading and drainage improvements performed by the Districts satisfied the requirements of the O&M Agreement and released the District from future obligations related to changed conditions at the site including modifications made by City or at City direction.

O. The Facility has previously operated intermittently to divert dry weather and stormwater runoff, and it is considered to have been placed into regular operation on or before May 18, 2026.

P. In accordance with Section 1.5 of the O&M Agreement, District has provided City stormwater sampling results and other data for the period July 1, 2025 through June 30, 20206 for City use in preparing Industrial Waste Discharge reports and payments.

Q. Although the Facility has been placed operation, it has not met the criteria of the Facility Demonstration which includes operating during rain events or the wet weather season. As indicated in Section 1.7.7 of the O&M Agreement, the Facility Demonstration is defined as the Facility operating for a period of five (5) days after a rainfall amount of at least 0.89 inches in a single 24-hr period, or after a cumulative rainfall amount of 3.25 inches received during the wet weather season, defined as the period between October 15 through April 15.

R. Now the Parties seek to again amend the O&M Agreement to extend the term to September 30, 2027 to provide District sufficient time to complete the required Facility Demonstration during a wet weather season, to have District continue interim operation and maintenance of the Facility, and to provide City additional time to retain the services of City-contracted O&M service providers or contractors. The difference between the end date for Interim O&M Services and the end date of the overall contract is to provide time for District to assist City with transitioning to City-procured O&M service provider(s).

TERMS

1. Contract Changes. The O&M Agreement is amended as provided herein (deletions shown in ~~strikethough~~ and additions shown in ***bold italics***).

A. Section 2 (Duration of Agreement) of the O&M Agreement is hereby amended to read in its entirety as follows:

> "2. Duration of Agreement. This Agreement shall become effective on the Contract Date and shall be effective through the later of Facility Demonstration or September 30, ~~2026~~***2027*** unless terminated early. The timeframe for Interim O&M Services and Interim Discharge Sampling described in Sections 1.4 and 1.5 above shall end no later than June 30, ~~2026~~***2027***."

2. Continuing Effect of Agreement. Except as amended by this Amendment No. 4, Amendment No. 3, Amendment No. 2, Amendment No. 1 and Letter Agreement, all provisions of the O&M Agreement 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 O&M Agreement, it shall mean the O&M Agreement, as amended by this Amendment No. 4, Amendment No. 3, Amendment No. 2, Amendment No. 1 and the Letter Agreement.

3. Affirmation of Agreement; Warranty Re Absence of Defaults. City and District each ratify and reaffirm each and every one of the respective rights and obligations arising under the O&M Agreement, Amendment No. 1, Amendment No. 2, Letter Agreement, Amendment No. 3, and Amendment No. 4. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein and Amendment No. 1, Amendment No. 2, Letter Agreement, and Amendment No. 3. Each party represents and warrants to the other that the O&M Agreement is currently an effective, valid, and binding obligation.

District 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 O&M 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 O&M Agreement.

City represents and warrants to District that, as of the date of this Amendment No. 4, District is not in default of any material term of the O&M 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 O&M Agreement.

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

5. Authority. The persons executing this Amendment No. 4 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 4 on behalf of said party, (iii) by so executing this Amendment No. 4, such party is formally bound to the provisions of this Amendment No. 4, and (iv) the entering into this Amendment No. 4 does not violate any provision of any other agreement to which said party is bound.

6. Counterparts. This Amendment No. 4 may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Amendment No. 4.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 4 on the date(s) and year written below.

CITY:

Date: _____, 2026

CITY OF CARSON, a municipal corporation

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah R. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
[rjl]

DISTRICT:

Date: _____, 2026

COUNTY SANITATION DISTRICT NO. 2
OF LOS ANGELES COUNTY

By:_____
Name: Robert Ferrante
Title: Chief Engineer and General Manager

ATTEST:

_____
Secretary to the Board

APPROVED AS TO FORM:

_____
District Counsel

CITY OF CARSON

701 East Carson Street

Report to Honorable Mayor and City Council

Tuesday, September 15, 2026, 5:00 PM

CONSENT 29.

To: Honorable Mayor and City Council

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

Subject: CONSIDER APPROVAL AND EXECUTION OF A REVISED USE AND MAINTENANCE AGREEMENT WITH THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT FOR PROJECT NO. 1776 – CALAS PARK STORMWATER AND WATER QUALITY IMPROVEMENTS SUPPLEMENTAL ENVIRONMENTAL PROJECT (CITY COUNCIL)

I. SUMMARY

On March 17, 2026, the City Council authorized staff to advertise Project No. 1776: Calas Park Stormwater and Water Quality Improvements Supplemental Environmental Project for construction. However, delays in the awarding of the Los Angeles County Flood Control District Permit (LACFCD) have prevented the advertisement from taking place. A Permit is needed because of several underground stormwater diversions that route run off into a chamber underneath the ball field for filtration and treatment before discharge by the City. Several diversions that lead from LACFCD storm drains system require a permit prior to project implementation. To obtain the permit, the City must sign a Use and Maintenance Agreement (Exhibit No. 1). A previous version of the Agreement was presented to staff by a consultant, which was approved by City Council during its March 17 meeting. Subsequently, the consultant came back indicating that LACFCD had further revised the agreement and that the version previously approved by the City Council was not the final version that was approved by LACFCD. The final version was delivered in July and contains minor changes which reduce the scope of the agreement. Because the agreement has been modified since the City Council's prior approval, staff now requests that City Council approve and authorize signing of the final version of the Use and Maintenance Agreement (Exhibit No. 1) so that the Permit may be issued.

II. RECOMMENDATION

TAKE the following actions:

1. APPROVE the revised Use and Maintenance Agreement with the Los Angeles County Flood Control District; and,
2. AUTHORIZE the Mayor to execute the revised Use and Maintenance Agreement with the Los Angeles County Flood Control District, subject to approval as to form by the City Attorney.

III. ALTERNATIVES

1. DO NOT APPROVE the revised Use and Maintenance Agreement. Without approval of the Agreement, staff will be unable to obtain the required Los Angeles County Flood Control District permit and proceed with construction of the project; or

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

IV. BACKGROUND

Project No. 1776: Calas Park Stormwater and Water Quality Improvements Supplemental Environmental Project is included in the City's Capital Improvement Program (CIP) and is funded by the Los Angeles County Sanitation Districts. The project has an estimated construction cost of approximately $6.1 million and is intended to improve stormwater quality by capturing and treating runoff before it enters the Dominguez Channel.

The project will install underground structures that divert stormwater runoff from existing storm drains into a treatment system located beneath the park's ballfield. Stormwater captured by the system will be temporarily detained and filtered to remove pollutants before the treated water is discharged into the Dominguez Channel. The project also includes a landscaped planter area designed to capture runoff from the street and naturally filter pollutants before the water enters the storm drain system. Together, these improvements will help reduce the amount of pollutants entering local waterways and support the City's broader water-quality and environmental compliance efforts. In addition to the underground stormwater improvements, the project includes several improvements to the park itself. These include a new accessible pathway, repairs to the existing pathway adjacent to the underground treatment system, a taller fence around the ballfield, and new trees within the project area. These improvements will restore areas affected by construction while also improving accessibility, safety, and the overall park environment.

The Public Works Department's Engineering Division, with assistance from the City's design consultant, Craftwater Engineering, is completing the project plans and technical specifications. The project is currently anticipated to be ready for competitive construction bidding in October 2026, subject to completion of the required permitting process described below.

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT AGREEMENT

As part of the project, several stormwater diversion structures will connect to existing storm drains operated by the Los Angeles County Flood Control District (LACFCD). Because the City proposes to construct and operate improvements that connect to County flood-control infrastructure, the City must obtain LACFCD authorization before construction can proceed. As a condition of that approval, LACFCD requires the City to enter into a Use and Maintenance Agreement. In practical terms, the agreement establishes the conditions under which the City may use the County-operated storm drain system and identifies the City's ongoing responsibilities for operating and maintaining the new diversion structures after construction.

An earlier version of the Use and Maintenance Agreement was provided to City staff by the project's design consultant in February 2026 and was subsequently presented to the City Council for approval. At that time, staff understood that document to be the final version approved by LACFCD. Following the City Council's action, however, LACFCD made additional revisions to the agreement. The County provided the City with the revised final version in July 2026, requiring the agreement to return to the City Council for consideration. The revised agreement more specifically limits its scope to the project and includes updated legal, insurance, maintenance, and operational provisions. Among other changes, the final agreement updates contact information; clarifies how responsibility would be allocated if both agencies contributed to a claim; establishes mutual self-insurance provisions; requires pollution liability coverage; and establishes procedures for addressing graffiti and encampments involving persons experiencing homelessness when they affect the project improvements or associated facilities. These revisions clarify the respective responsibilities of the City and LACFCD and establish the requirements that will apply to the City's use and long-term maintenance of the stormwater diversion improvements.

NEXT STEPS

The final Use and Maintenance Agreement is attached for City Council consideration. Staff recommends approval of the revised agreement because it is required to complete the LACFCD permitting process and allow Project No. 1776 to advance toward construction. Following City Council approval and execution of the agreement, staff will submit the fully executed document, together with the remaining required supporting materials, to LACFCD. Once the County's permit requirements have been satisfied and the project plans and specifications are complete, the City can proceed with advertising the project for competitive construction bids. Approval of the agreement does not award a construction contract. Rather, it completes an important permitting requirement necessary to move the project into the competitive bidding phase. A construction contract award would be considered separately following completion of the bidding process and evaluation of the bids received.

Subject to City Council approval of the recommended action and timely completion of the remaining County permitting requirements, the anticipated project schedule is as follows:

Item	**Anticipated Completion**
Permit Issuance	October 2026
Advertisement	November 2026
Bid Opening	November 2026
Contract Award	December 2026
Notice to Proceed	January 2027
Construction Start	February 2027
Construction Completion	April 2028
Project Closeout	May 2028

V. FISCAL IMPACT

No additional funding is requested as part of this action. The City Council is being asked only to approve the Use and Maintenance Agreement required for the project to proceed through the Los Angeles County Flood Control District permitting process. The current preliminary construction cost for Project No. 1776 is approximately $6,102,502. The adopted Fiscal Year 2026-27 Capital Improvement Program (CIP) budget includes $5,980,000 in funding provided by the Los Angeles County Sanitation Districts, which is programmed in Stormwater Account No. 296-99-999-904-8011. Because the project is anticipated to continue into Fiscal Year 2027-28, any additional funding needed above the Sanitation Districts' $5.98 million allocation will be addressed through the City's annual budget process. Staff anticipates programming Measure W funds to cover the difference between the available Sanitation Districts funding and the final construction contract amount awarded by the City Council. Accordingly, approval of the Use and Maintenance Agreement has no immediate additional fiscal impact and does not, by itself, authorize additional project expenditures or a construction contract.

VI. EXHIBITS

1. Proposed Use and Maintenance Agreement
2. Site & Planting Plans

Attachments

1. Proposed Use and Maintenance Agreement
2. Site & Planting Plans

AGREEMENT No. _____
BI 9803 Unit 1 Line B
SUPERVISORY DISTRICT 2

USE AND MAINTENANCE AGREEMENT

This USE AND MAINTENANCE AGREEMENT (hereinafter referred to as AGREEMENT), is made and entered by and between the Los Angeles County Flood Control District, a body corporate and politic (hereinafter referred to as DISTRICT), and the City of Carson, a municipal corporation, (hereinafter referred to as OWNER). DISTRICT and OWNER are collectively referred to as PARTIES.

RECITALS

WHEREAS, OWNER proposes to construct the Calas Park Stormwater Capture Project (hereinafter referred to as PROJECT); to treat and recharge incoming stormwater and urban runoff to enhance water quality and provide public recreational amenities;

WHEREAS, DISTRICT owns and operates a storm drain known as Bond Issue (BI) 9803 Unit 1 Line B, and associated right of way, hereinafter collectively referred to as DISTRICT FACILITIES, which is located in a public street known as Bonita Street;

WHEREAS, the following portions of the PROJECT (hereinafter referred to as IMPROVEMENTS), depicted in Exhibit A, are proposed to be located within DISTRICT FACILITIES:

- Diversion Manhole Structure, Station 43+79.50

WHEREAS, the DISTRICT will issue permit number FCDP2025000247, (hereinafter referred to as PERMIT), upon execution of this AGREEMENT to the OWNER for construction of the IMPROVEMENTS;

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual agreements contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the PARTIES agree as follows:

SECTION 1: Authorized Use

1.1. The OWNER is authorized and permitted to use the DISTRICT FACILITIES for the construction, operation, maintenance, and repair of the IMPROVEMENTS in accordance with the terms and conditions of this

AGREEMENT and the PERMIT. Any other use of the DISTRICT FACILITIES or any portion thereof by the OWNER is expressly prohibited.

1.2. The OWNER's use of the DISTRICT FACILITIES in connection with the PROJECT shall be nonexclusive and shall be subordinate to the uses of the DISTRICT FACILITIES by the DISTRICT, and the OWNER's use of the DISTRICT FACILITIES shall at no time interfere with the DISTRICT's use of the DISTRICT FACILITIES or the DISTRICT's use of its adjacent property.

1.3. This AGREEMENT is valid only to the extent of the DISTRICT's jurisdiction. The OWNER shall be responsible for obtaining authorization from other affected persons or agencies with property rights over the PROJECT area, and the consent of the underlying fee owner(s), as necessary.

SECTION 2: Construction and Implementation of PROJECT

2.1. The OWNER understands and acknowledges that it is required to comply with the California Environmental Quality Act (hereinafter referred to as CEQA) prior to implementing the PROJECT and that the OWNER shall be the lead agency with respect to any and all CEQA compliance related to the PROJECT. In addition to its other indemnification obligations as specified below, the OWNER hereby agrees to indemnify, defend, and hold harmless the DISTRICT and their elected and appointed officers, employees, and agents from and against any and all claims and/or actions related to the PROJECT that may be asserted by a third party or public agency alleging violations of CEQA or the CEQA Guidelines.

2.2 The OWNER is responsible for obtaining and complying with any permits or approvals required by agencies (federal, state and local) with regulatory jurisdiction over the construction and maintenance of the PROJECT and for all costs associated with obtaining and complying with the requirements and conditions of such permits or approvals including, by way of example, permit fees and compensatory mitigation expenses. The DISTRICT shall not be responsible for any costs associated with the construction of the PROJECT. In addition to its other indemnification obligations in Section 7 below, the OWNER hereby agrees to indemnify, defend, and hold harmless the DISTRICT and their elected and appointed officers, employees, and agents from and against all claims and/or actions related to the PROJECT that may be asserted by a public agency or third-party alleging violations of federal, state, or local laws, rules or regulations.

2.3. Upon completion of the construction of the PROJECT, the OWNER shall provide to the DISTRICT a complete set of the as-built plans for the

PROJECT in an electronic format as specified by the DISTRICT. In addition, the OWNER shall provide geographic information system (hereinafter referred to as GIS) shapefiles for all maps depicting the PROJECT.

SECTION 3: Operation and Maintenance of IMPROVEMENTS

3.1. The OWNER shall prepare an operation and maintenance manual (hereinafter referred to as O&M MANUAL) describing the operation, maintenance, and inspection practices, all permits required by federal, state or local regulatory agencies, and procedures and standards for the PROJECT components located on property of the DISTRICT, including maintenance schedules, identification of any specialty maintenance service providers, equipment usage, and a maintenance log sheet.

3.1.1. The OWNER shall not commence any work authorized by this permit until it has submitted a draft of the O&M MANUAL to the DISTRICT and the DISTRICT has approved the draft.

3.1.2. The DISTRICT shall provide the OWNER with comments on the draft O&M MANUAL within a reasonable timeframe of submittal.

3.1.3. The OWNER shall incorporate any and all reasonable comments submitted by the DISTRICT and shall deliver a final version of the O&M MANUAL to the DISTRICT prior to completion of work authorized by this permit. If the PARTIES cannot agree as to whether the DISTRICT's comments shall be incorporated, the PARTIES shall meet and confer in good faith to resolve such disagreement.

3.1.4. The work authorized by this permit shall not be deemed complete until the OWNER has delivered the final version of the O&M MANUAL to the DISTRICT as described above.

3.2. Discharges from the PROJECT shall comply with the following:

3.2.1 The OWNER shall not discharge any non-stormwater from the PROJECT to the DISTRICT FACILITIES or to any other storm drain owned or operated by the DISTRICT unless authorized by a permit to do so from the State Water Resources Control Board, the Los Angeles Regional Water Quality Control Board (Regional Board), or express written permission from the Executive Officer of the Regional Board. The OWNER shall provide a copy of any such permit or express written permission to the DISTRICT prior to discharging any

non-stormwater from the PROJECT to the DISTRICT FACILITIES or to any other storm drains owned or operated by the DISTRICT.

3.2.2 The DISTRICT shall establish notification and monitoring requirements for discharges from the PROJECT to the DISTRICT FACILITIES or to any other storm drains owned or operated by the DISTRICT and shall notify OWNER of these requirements in writing not later than the date DISTRICT provides the OWNER with comments on the draft O&M MANUAL and the OWNER shall comply with the requirements described in the written notice from the DISTRICT.

3.2.3. The DISTRICT may periodically update or revise the notification and monitoring requirements described in subsection 3.2.2 as the DISTRICT deems necessary to address changes in its MS4 Permit or other regulatory requirements or its operational requirements. The DISTRICT shall provide written notice to the OWNER of any updated or revised requirements and the OWNER shall comply with the updated or revised requirements immediately upon receipt of the written notice from the DISTRICT.

3.3. The OWNER shall, upon completion of construction, be responsible for the operation, maintenance, and repair of the IMPROVEMENTS in accordance with the terms and conditions of this AGREEMENT and the provisions of the O&M MANUAL.

3.4. The DISTRICT shall not be responsible for any costs associated with the operation and maintenance of the IMPROVEMENTS, including but not limited to, any costs related to repairs and/or replacement of components and obtaining, complying with and renewing as necessary all permits and approvals required by federal, state or local regulatory agencies.

3.5. The OWNER shall operate and maintain the IMPROVEMENTS in a safe, clean, and orderly condition, and in compliance with the O&M MANUAL and all applicable federal and state laws, rules and regulations, local ordinances (including the Los Angeles County Flood Control District Code) and applicable regulatory permits.

3.6. The OWNER shall inspect the IMPROVEMENTS and clear any obstructions, sediment, or debris that may interfere with the proper functioning of the DISTRICT FACILITIES, including upstream and downstream of all connections to the DISTRICT FACILITIES. The limits of the OWNER's responsibility under this subsection shall be up to 100 feet for open channels and up to 50 feet for covered storm drains, from ends of

connections in both directions as directed by the DISTRICT, at the DISTRICT's sole discretion. The OWNER shall take appropriate measures to make sure sediment does not enter the DISTRICT FACILITIES from the PROJECT.

3.6.1 OWNER shall be responsible for responding to reports of encampments of people experiencing homelessness (PEH) within the IMPROVEMENTS. Consistent with applicable law, the OWNER shall enforce legal provisions associated with using, placing, or storing personal property in public areas, including but not limited to any encampments, at OWNER's cost. OWNER shall indemnify the DISTRICT against any claims arising from PEH encamped within the IMPROVEMENTS.

3.6.2 PEH encampments on the IMPROVEMENTS shall be reported to City of Carson Code Enforcement at (310) 962-1786 for timely resolution in accordance with OWNER protocol.

3.6.3 DISTRICT reserves the right to resolve PEH encampments within the IMPROVEMENTS in accordance with County protocol if any encampment is blocking or impeding the DISTRICT'S maintenance access.

3.6.4 OWNER shall be responsible for addressing and responding to graffiti abatement reports within the IMPROVEMENTS.

3.7. The OWNER shall provide the DISTRICT with 24-hour contact information for person(s) responsible for the operation and maintenance activities related to the IMPROVEMENTS and shall be reachable at City of Carson Public Works Department at 310-952-1700 or pwinfo@carsonca.gov. The DISTRICT shall provide the OWNER with 24-hour contact information for person(s) responsible for maintaining the DISTRICT FACILITIES.

3.8. The OWNER shall coordinate and communicate with the DISTRICT in regard to operation, maintenance, and repair activities related to the IMPROVEMENTS.

3.8.1. The OWNER shall notify the DISTRICT a minimum of thirty (30) days in advance of any non-routine proposed maintenance activities related to the IMPROVEMENTS; provided, however, that in the event the OWNER becomes aware of the need to perform any such maintenance activities less than thirty (30) days from the date it proposes to perform said activities, it shall notify

the DISTRICT immediately upon determining to perform the activities.

3.8.2. The OWNER shall notify the DISTRICT a minimum of forty-eight (48) hours in advance of accessing the DISTRICT FACILITIES to perform any routine maintenance activities related to the IMPROVEMENTS including trash removal, routine cleaning, and minor repairs.

3.8.3. The OWNER shall provide the DISTRICT with an annual summary report of its operations and maintenance of the IMPROVEMENTS and status of all related regulatory permits. The contents of the summary report shall include at a minimum the following information:

a. Name of PROJECT;
b. Location description;
c. Project contact information;
d. Description of the PROJECT and its function and direct impact to the DISTRICT FACILITIES and/or other DISTRICT right of way;
e. Summary of operations within the reporting year, from July 1st to June 30th of the following year, type of activities (i.e. routine, non-routine, and emergency), date and time of activities, and description of work performed;
f. Summary of major repairs completed, including but not limited to, type of repairs, location of repairs, pre- and post-repair photographs, date and time of repairs;
g. Summary of public inquiries and complaints related to the PROJECT and the OWNER'S response;
h. Summary of volume captured or discharged from PROJECT;
i. Status of any regulatory permits affecting the operation or maintenance of the IMPROVEMENTS;
j. Status of any specialty contractor agreements required for ongoing maintenance and repairs of the IMPROVEMENTS;

3.8.4. The annual summary report shall be mailed to the following address by July 30th each year:

Attention: Senior Civil Engineer
Los Angeles County Flood Control District
Los Angeles County Public Works

Stormwater Maintenance Division, Annex Building 2nd Floor
Staff Support Section
900 South Fremont Avenue
Alhambra, CA 91803-1331

3.9. The DISTRICT shall coordinate and communicate with the OWNER regarding any maintenance activities by the DISTRICT related to the DISTRICT FACILITIES that may impact the IMPROVEMENTS.

3.10. If the OWNER fails to perform any maintenance activities as provided for in this AGREEMENT in a timely manner, the DISTRICT reserves the right to remedy any such maintenance deficiency that the DISTRICT determines impairs the functioning of the DISTRICT FACILITIES or the DISTRICT's flood protection activities. However, prior to taking any action to remedy any such maintenance deficiency, the DISTRICT shall provide written notice to the OWNER of the deficiency. If the OWNER fails to correct the deficiency within thirty-five (35) days from the date of the notice or such longer period as the DISTRICT, in its sole discretion may agree to, the DISTRICT shall thereafter be entitled to correct the deficiency. Notwithstanding the foregoing, if the DISTRICT determines that immediate remedial action is required to prevent or mitigate a dangerous condition, the DISTRICT shall be entitled to implement the remedial action(s) after giving the OWNER as much notice as the DISTRICT determines is feasible under the circumstances. If the DISTRICT takes any remedial action pursuant to this Section, it shall prepare and send to the OWNER an invoice for all work undertaken by the DISTRICT to remedy any maintenance deficiency, and the OWNER shall, within thirty (30) days from the receipt of the invoice, reimburse the DISTRICT for all costs and expenses reasonably incurred by the DISTRICT to remedy said deficiency.

3.11. The OWNER shall be responsible for all community relations related to the PROJECT, including responding to public inquiries, complaints, etc. The DISTRICT shall forward to the OWNER any community relations, public inquiries, complaints, etc., related to the PROJECT.

SECTION 4: Term

4.1. The term of this AGREEMENT shall be for fifty (50) years (Initial Term), subject to the DISTRICT's right to terminate the OWNER'S use as provided for in Section 5 in this AGREEMENT.

4.2. This AGREEMENT shall expire at the end of the Initial Term provided; however, the Chief Engineer of the DISTRICT or his designee may extend

the term of this AGREEMENT, beyond the Initial Term, up to ten (10) years, subject to such terms and conditions as they deem appropriate, upon receipt of a written request from the OWNER, no earlier than twelve (12) months or later than six (6) months prior to the end of the Initial Term.

SECTION 5: Termination of AGREEMENT

5.1. The DISTRICT shall have the right to terminate this AGREEMENT by giving the OWNER at least one hundred twenty (120) days prior written notice, under the following conditions:

5.1.1. The DISTRICT proposes a project for flood control, water conservation and/or any other use or purpose authorized by the Los Angeles County Flood Control Act; and

5.1.2. The DISTRICT determines, in good faith, that the IMPROVEMENTS or any portion thereof, would be substantially incompatible with the DISTRICT's proposed project; and

5.1.3. The DISTRICT has notified the OWNER of the basis for the DISTRICT'S determination that a substantial incompatibility will exist and has provided the OWNER with a reasonable opportunity to propose modifications to the IMPROVEMENTS that will eliminate the incompatibility; and

5.1.4. After consideration of any such modifications proposed by the OWNER, the DISTRICT, in its sole but reasonable discretion, determines not to incorporate any such modifications or determines that, notwithstanding any such modifications, a substantially incompatibility would still exist.

5.2. The DISTRICT shall have the right to terminate this AGREEMENT in the event the OWNER breaches any term or condition of this AGREEMENT and fails to cure such breach or breaches within a reasonable amount of time up to a maximum of one hundred twenty (120) days from the date the DISTRICT provides written notice of said breach or breaches to the OWNER. Upon receipt of a written notice of breach, the OWNER shall, within thirty (30) days of the date of the written notice, send the DISTRICT a written response describing the corrective measures that the OWNER proposes to implement. The PARTIES shall thereafter promptly meet and confer, in good faith, to reach agreement on the corrective measures. The OWNER shall not implement any corrective measure until it has been approved and agreed upon by the DISTRICT.

5.3. The DISTRICT shall have the right to terminate this AGREEMENT if construction of the PROJECT has not been completed within five (5) years from the date this AGREEMENT is fully executed.

5.4. The DISTRICT shall have the right to suspend or terminate this AGREEMENT in the DISTRICT's sole discretion, in the event the DISTRICT determines, in good faith, that it is necessary for the DISTRICT to enter and take exclusive possession of the DISTRICT FACILITIES or any portion thereof, in order to respond to an emergency as defined in Public Contract Code Section 1102.

5.5. The OWNER shall have the right to terminate this AGREEMENT for any reason, by giving the DISTRICT at least sixty (60) days prior written notice, subject to the OWNER's obligation to remove the IMPROVEMENTS described in Section 6, below.

SECTION 6: Removal of IMPROVEMENTS and Restoration of the DISTRICT FACILITIES

6.1. Upon termination of this AGREEMENT, the DISTRICT may, in its sole discretion, provide a written notice to the OWNER to remove all or any portion of the IMPROVEMENTS, and to restore the DISTRICT FACILITIES to a condition similar to or better than that which existed on the effective date of this AGREEMENT (including sealing off all connections between PROJECT and DISTRICT FACILITIES). If the DISTRICT provides such notice, the OWNER shall comply with said notice within a reasonable time, but in no event exceeding one hundred eighty (180) days from the date of the notice or such longer period as the DISTRICT may in its sole discretion agree to.

6.2. Prior to commencing the removal of any IMPROVEMENTS within the DISTRICT FACILITIES, the OWNER shall apply for and obtain a permit for the removal activities from the County of Los Angeles Public Works, Land Development Division, Permits and Subdivisions Section, and shall also apply for and obtain any and all other necessary local, state, and federal permits applicable to the removal of the IMPROVEMENTS.

6.3. If the OWNER fails to comply with the DISTRICT's notice referred to in subsection 6.1, the DISTRICT may, in its sole discretion, remove any or all IMPROVEMENTS referenced in the DISTRICT's notice to the OWNER.

6.4. If the DISTRICT removes any IMPROVEMENTS pursuant to subsection 6.3, the DISTRICT shall submit a billing invoice to the OWNER indicating the costs and expenses reasonably incurred by the DISTRICT in connection

with the removal of the IMPROVEMENTS and the OWNER shall reimburse the DISTRICT all such costs and expenses within thirty (30) days of the OWNER's receipt of a billing invoice from the DISTRICT.

SECTION 7: Miscellaneous Provisions

7.1. Damage to DISTRICT FACILITIES or PROJECT

7.1.1. If any components of the PROJECT are damaged by any negligent act or omission of the DISTRICT, the DISTRICT shall repair and replace those components within a reasonable time frame after discovery or notice thereof. The DISTRICT shall be responsible for all costs related to these repairs and/or replacements.

7.1.2. If any components of the DISTRICT FACILITIES are damaged by any negligent act or omission of the OWNER (including its consultants and contractors), the OWNER shall repair and replace those components within a reasonable time frame after discovery or notice thereof. The OWNER shall be responsible for all costs related to these repairs and/or replacements.

7.2. The DISTRICT shall not be responsible for the expense of any relocation, alteration, or modification of the PROJECT, or any portion thereof.

7.3. Indemnification, Release, and Insurance.

7.3.1. The OWNER shall indemnify, defend, and hold harmless the DISTRICT, the County of Los Angeles, and their respective officers and employees from and against any claims, demands, liability, damages, costs and expenses, including without limitation, reasonable attorney fees and costs of litigation, arising out of or in any way connected to the construction, operation, maintenance, repair, modification, or removal of the PROJECT, or any portion thereof, or the breach of any representation or warranty made by OWNER, except to the extent caused by the negligence or willful misconduct of the DISTRICT, the County of Los Angeles, or their respective officers, employees or contractors. The Parties further agree that the OWNER’s obligations under this section shall be limited to the OWNER’s proportionate share of liability based on its comparative fault.

7.3.2. The DISTRICT shall indemnify, defend, and hold harmless the OWNER and its respective officers and employees from and against any claims, demands, liability, damages, costs and expenses, including without limitation, reasonable attorney fees and costs of litigation, arising out of or in any way connected to operation and maintenance of the DISTRICT FACILITIES exclusive of the IMPROVEMENTS, or any portion thereof, except to the extent caused by the negligence or willful misconduct of the OWNER or its respective officers, employees or contractors. The Parties further agree that the Districts' obligations under this section shall be limited to the Districts' proportionate share of liability based on its comparative fault.

7.3.3. The OWNER releases the DISTRICT and waives all rights to damages for any loss, costs, or expenses the OWNER may sustain as a result of any damage to, or destruction of, the PROJECT, or any portion thereof, attributable to flood or stormwaters, or any other runoff tributary to the DISTRICT FACILITIES, except to the extent such damages are caused by the negligence or willful misconduct of the DISTRICT or its officers, employees or contractors.

7.3.4. OWNER and DISTRICT are self-insured. Each party will accept a Certificate of Self-Insurance from the other in lieu of commercial insurance, provided it meets or exceeds the coverage limits and insurance requirements outlined in Sections 7.3.4.1 through 7.3.4.5.

7.3.4.1. Commercial general liability and property damage coverage with a combined single limit liability in the amount of not less than two million dollars ($2,000,000) per occurrence.

7.3.4.2. Worker's Compensation coverage 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 both the DISTRICT and the OWNER against any loss, claim, or damage arising from any injuries or occupational diseases occurring to any worker employed by, or any person retained by, the OWNER and DISTRICT in the course of

carrying out the work or services contemplated in this AGREEMENT.

7.3.4.3. Automobile Liability Insurance: the OWNER shall procure such policy with coverage of not less than one million dollars ($1,000,000) per accident.

7.3.4.4. Pollution Liability Insurance: Such insurance shall cover liability for personal injury and property damage arising from the release, discharge, escape, dispersal, or emission of pollutants, whether gradual or sudden, and include coverage for the costs and expenses associated with voluntary clean-up, testing, monitoring, and treatment of asbestos in compliance with governmental mandate or requests. If the asbestos or pollutant will be removed from the construction site, asbestos or pollution liability is also required under the contractor's Automobile Liability Insurance. Contractor shall maintain limits of not less than $1 million per occurrence and $2 million aggregate.

7.3.4.5. OWNER and DISTRICT shall provide evidence of a Certificate of Self-Insurance no later than ten (10) working days after execution of the AGREEMENT. Upon renewal of said policy, OWNER and DISTRICT shall furnish a Certificate evidencing continued insurance coverage as required herein.

7.4. Relationship of Parties. The Parties are and shall remain at all times as to each other wholly independent entities. No Party to this AGREEMENT shall have power to incur any debt, obligation, or liability on behalf of another Party unless expressly provided to the contrary by this AGREEMENT. No employee, agent, or officer of a Party shall be deemed for any purpose whatsoever to be an agent, employee or officer of another Party.

7.5. Binding Effect. This AGREEMENT shall be binding upon, and shall be to the benefit of the respective successors, heirs, and assigns of each Party; provided, however, no Party may assign its respective rights or obligations under this AGREEMENT without prior written consent of the other Party.

7.6. Amendment. The terms and provisions of this AGREEMENT may not be amended, modified or waived, except by an instrument in writing signed by all the Parties.

7.7. 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 to any breach of the provisions of this AGREEMENT shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this AGREEMENT.

7.8. Governing Law. This AGREEMENT is made under and will be governed by the laws of the State of California. In the event of litigation between the Parties, venue in the state trial court shall lie exclusively in the County of Los Angeles.

7.9. No Presumption in Drafting. All Parties have been represented by legal counsel in the preparation and negotiation of this AGREEMENT. Accordingly, this AGREEMENT shall be construed according to its fair language.

7.10. Severability. The provisions of this AGREEMENT are severable, and the invalidity, illegality or unenforceability of any provision of this AGREEMENT will not affect the validity or enforceability of any other provisions. If any provision of this AGREEMENT is found to be invalid, illegal, or unenforceable, the Parties shall endeavor to modify that clause in a manner which gives effect to the intent of the Parties in entering into this AGREEMENT.

7.11. Counterparts. This AGREEMENT may be executed in counterparts, which together shall constitute the same and entire Agreement.

7.12. Administration. Each of the persons signing below on behalf of a Party represents and warrants that they are authorized to sign this AGREEMENT on behalf of such Party.

7.13. Notices

Any correspondence, communication, or contact concerning this AGREEMENT, and all notices that are to be given or that may be given by PARTIES shall be directed to the following:

Los Angeles County Flood Control District
Los Angeles County Public Works
Stormwater Planning Division, 11th Floor
900 South Fremont Avenue
Alhambra, CA 91803-1331
Attention: Assistant Deputy Director

Phone No.: (626) 458-4300
Fax: (626) 458-1526

Los Angeles County Flood Control District
Los Angeles County Public Works
Stormwater Maintenance Division, Annex Building 2nd Floor
900 South Fremont Avenue
Alhambra, CA 91803-1331
Attention: Assistant Deputy Director
Phone No.: (626) 458-4145
Fax No.: (626) 458-4165

City of Carson
Public Works Department
18620 S Broadway
Gardena, CA 90248
Attention: Public Works Director
Phone No.: (310) 847-3520

The PARTIES shall promptly notify each other of any change of the contact information specified in this Section, including personnel changes.

IN WITNESS WHEREOF, DISTRICT and OWNER have caused this AGREEMENT to be executed by their respective duly authorized officers, by DISTRICT on _____, 2026; by OWNER on _____, 2026.

LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT,
A body corporate and politic

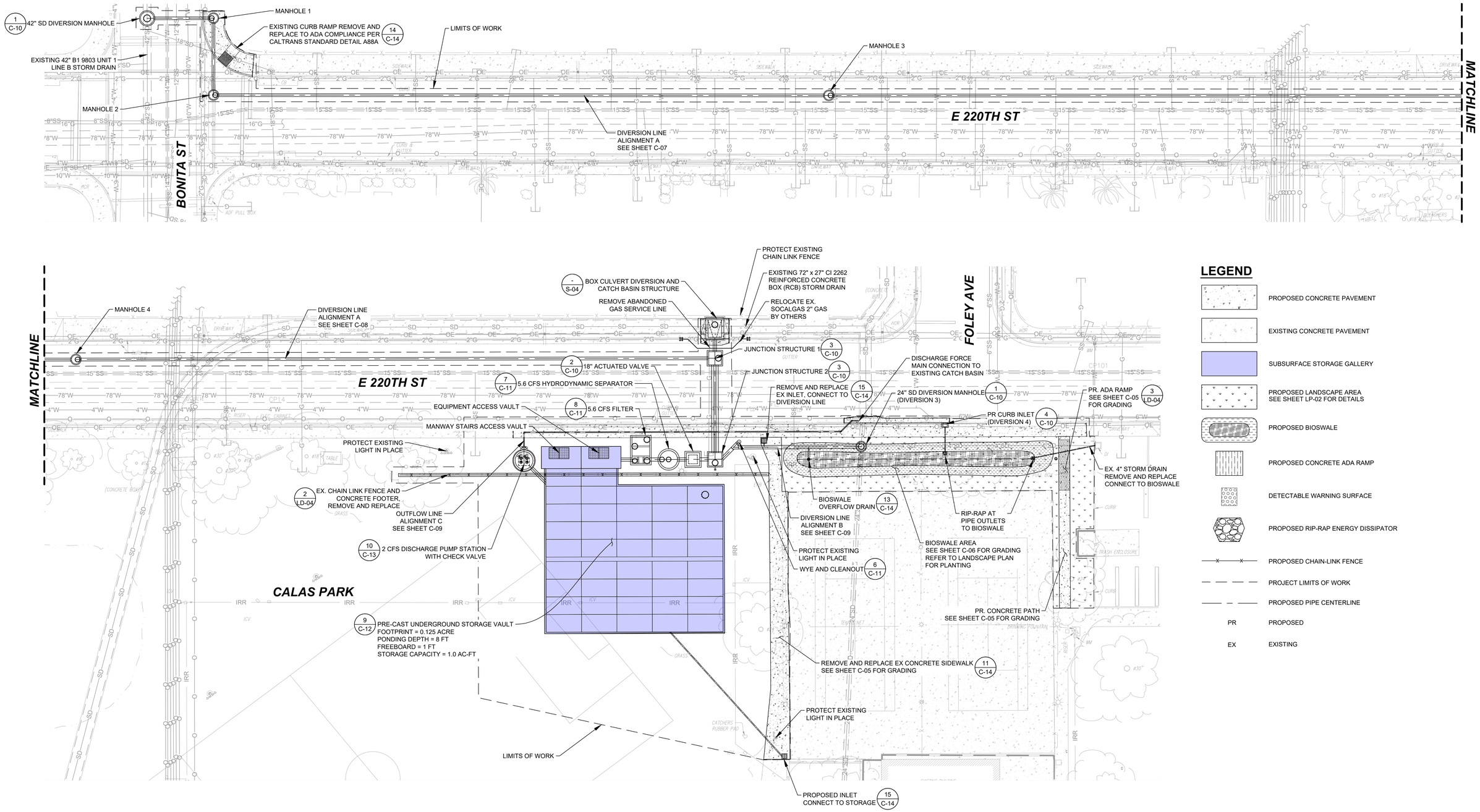
By_____
Chief Engineer

City of Carson

By_____
Lula Davis-Holmes, Mayor

APPROVED AS TO FORM:

By_____
Sunny K. Soltani, City Attorney



LEGEND

- PROPOSED CONCRETE PAVEMENT
- EXISTING CONCRETE PAVEMENT
- SUBSURFACE STORAGE GALLERY
- PROPOSED LANDSCAPE AREA SEE SHEET LP-02 FOR DETAILS
- PROPOSED BIOSWALE
- PROPOSED CONCRETE ADA RAMP
- DETECTABLE WARNING SURFACE
- PROPOSED RIP-RAP ENERGY DISSIPATOR
- PROPOSED CHAIN-LINK FENCE
- PROJECT LIMITS OF WORK
- PROPOSED PIPE CENTERLINE
- PR PROPOSED
- EX EXISTING

100% PLANS

REGISTERED PROFESSIONAL ENGINEER
COURTNEY SEMLOW
C 94417
CIVIL
STATE OF CALIFORNIA

PLANS PREPARED BY:
CRAFTWATER

BENCHMARK:
LOS ANGELES COUNTY BENCHMARK 7Y12504, ELEVATION 31.30 FEET (NAVD 88). L&SPK STLY END C.B. 24FT S/O BCR @ SE COR AVALON BLVD & 223RD ST.

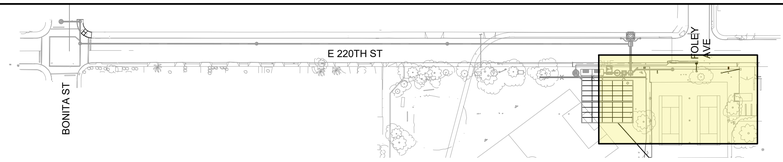
REVISIONS			
NO	DESCRIPTION	APPROVE	DATE

CITY OF CARSON

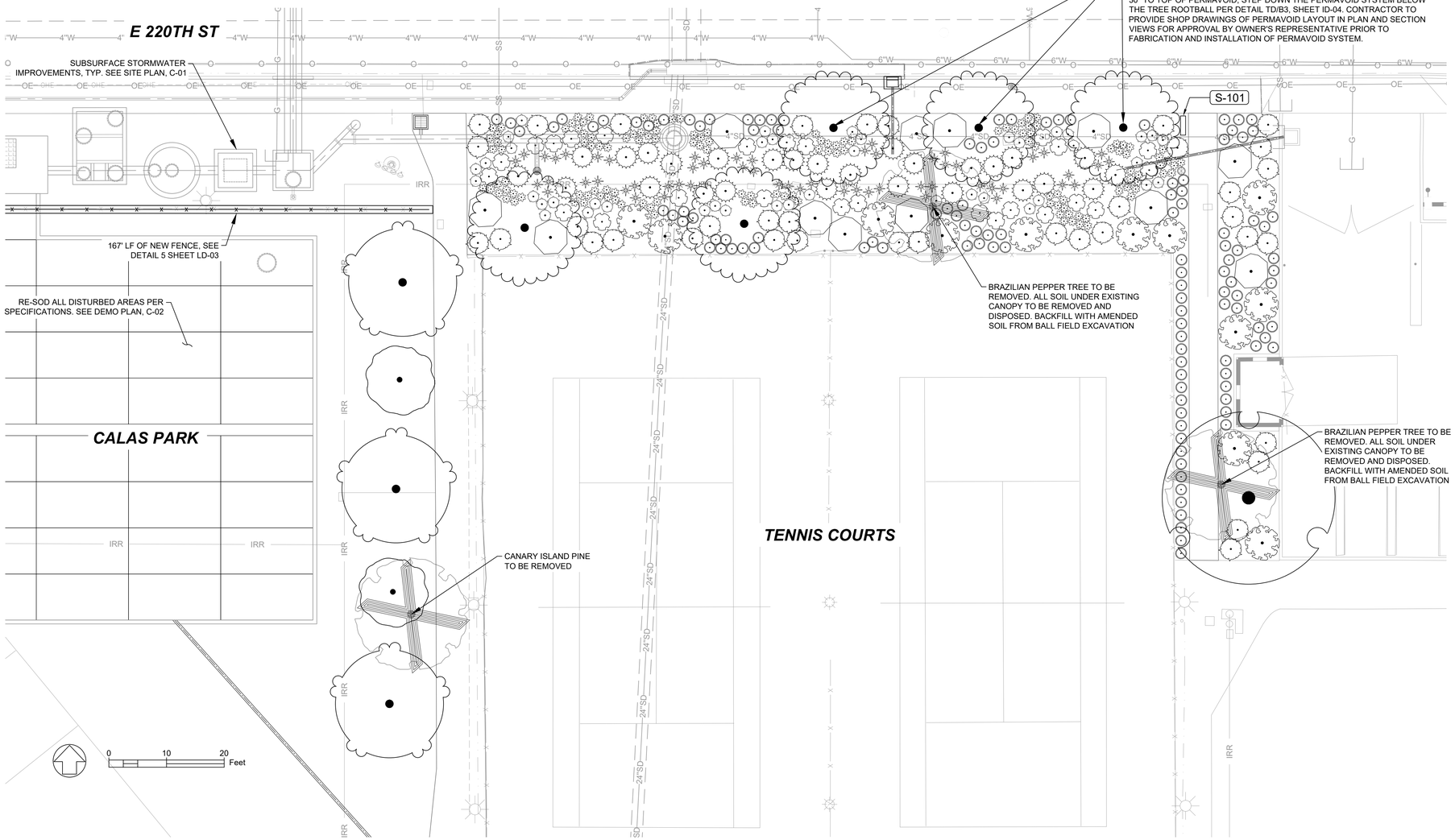
ENGINEERING SERVICES DIVISION

SITE PLAN
CALAS PARK STORMWATER CAPTURE PROJECT

PROJECT NO.	SHEET	PLAN NO.
1776	4 of 41	C-01



KEY MAP



PLANT SCHEDULE

SYMBOL	CODE	BOTANICAL / COMMON NAME
TREES		
	CER OCC	CERCIS OCCIDENTALIS / WESTERN REDBUD
	CHI BUR	CHILOPSIS LINEARIS 'BURGUNDY' / BURGUNDY DESERT WILLOW
	LAG IND	LAGERSTROEMIA INDICA / CRAPE MYRTLE
	QUE AGR	QUERCUS AGRIFOLIA / COAST LIVE OAK

SYMBOL	CODE	BOTANICAL / COMMON NAME
SHRUBS		
	ACH MIL	ACHILLEA MILLEFOLIUM / COMMON YARROW
	ART DOU	ARTEMISIA DOUGLASIANA / MUGWORT
	BAC PIG	BACCHARIS PILULARIS 'PIGEON POINT' / PIGEON POINT COYOTE BRUSH
	ERY CAR	ERYTHRANTHE CARDINALIS / SCARLET MONKEYFLOWER
	FES CA	FESTUCA CALIFORNICA / CALIFORNIA FESCUE
	JUN ELK	JUNCUS PATENS 'ELK BLUE' / SPREADING RUSH
	LEY CAN	LEYMUS CONDENSATUS 'CANYON PRINCE' / CANYON PRINCE GIANT WILD RYE
	MUH RIG	MUHLENBERGIA RIGENS / DEER GRASS
	SAL BEE	SALVIA X 'BEE'S BLISS' / BEE'S BLISS SAGE

TREE REMOVAL SCHEDULE

TREE TO BE REMOVED
Pinus canariensis / Canary Island Pine
Schinus terebinthifolia / Brazilian Pepper Tree

CONSTRUCTION LEGEND

CODE	DESCRIPTION	QTY	DETAIL
SITE AMENITIES LEGEND			
S-101	INTERPRETIVE SIGNAGE	1	1/LD-04

100% PLANS

REVISIONS

NO	DESCRIPTION	APPROVE	DATE

REGISTERED PROFESSIONAL ENGINEER
COURTNEY SEMLOW
C 94417
CIVIL
STATE OF CALIFORNIA

DIGALERT
CALL 811 BEFORE YOU DIG

PLANS PREPARED BY:
CRAFTWATER

BENCHMARK:
LOS ANGELES COUNTY BENCHMARK 7Y12504, ELEVATION 31.30 FEET (NAVD 88). L&SPK S'LY END C.B. 24FT S/O BCR @ SE COR AVALON BLVD & 223RD ST.

CITY OF CARSON

ENGINEERING SERVICES DIVISION

PLANTING PLAN
CALAS PARK STORMWATER CAPTURE PROJECT

PROJECT NO.	SHEET	PLAN NO.
1776	23 of 41	LP-02

CITY OF CARSON

701 East Carson Street

Report to Honorable Mayor and City Council

Tuesday, September 15, 2026, 5:00 PM

CONSENT 30.

To: Honorable Mayor and City Council

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

Subject: CONSIDER ELIMINATING THE EXISTING TRUCK PARKING ZONE ON FIGUEROA STREET SOUTH OF SEPULVEDA BOULEVARD AND ESTABLISHING A NO-PARKING RESTRICTION ON BOTH SIDES OF FIGUEROA STREET BETWEEN LOMITA BOULEVARD AND SEPULVEDA BOULEVARD (CITY COUNCIL)

I. SUMMARY

Representatives of the Los Angeles County Sanitation Districts requested that the City eliminate the existing 72-hour truck parking zone on Figueroa Street and prohibit parking on both sides of Figueroa Street between Lomita Boulevard and Sepulveda Boulevard. The request is intended to improve visibility, vehicle access, and overall traffic safety for vehicles regularly entering and exiting the A.K. Warren Water Resource Facility, located at 24501 Figueroa Street.

Staff evaluated the request and existing roadway conditions and determined that removing on-street parking along this segment would improve sight distance, provide additional clearance for large vehicles entering and exiting the facility, reduce potential conflicts between parked and moving vehicles, and support safe and reliable access to the A.K. Warren Water Resource Facility, a critical regional wastewater treatment facility.

Consequently, staff is requesting City Council authorization to eliminate the existing 72-hour truck parking zone and establish a no-parking restriction on both sides of Figueroa Street between Lomita Boulevard and Sepulveda Boulevard, as shown in Exhibit No. 1.

II. RECOMMENDATION

TAKE the following actions:

1. AUTHORIZE the elimination of the existing 72-hour truck parking zone on the west side of Figueroa Street, south of Sepulveda Boulevard; and,
2. DIRECT the Director of Public Works to remove the existing signs designating the 72-hour truck parking zone; and,
3. AUTHORIZE the prohibition of parking on both sides of Figueroa Street between Lomita Boulevard and Sepulveda Boulevard; and,
4. DIRECT the Director of Public Works to install the appropriate signs and/or pavement markings necessary to establish and enforce the no-parking restriction on both sides of Figueroa Street between Lomita Boulevard and Sepulveda Boulevard.

III. ALTERNATIVES

1. DENY the elimination of the existing 72-hour truck parking zone on the west side of Figueroa Street, south of Sepulveda Boulevard.
2. DENY the proposed prohibition of parking on both sides of Figueroa Street between Lomita Boulevard and Sepulveda Boulevard.
3. TAKE any other action deemed appropriate by the City Council, consistent with applicable law.

IV. BACKGROUND

Carson Municipal Code (CMC) Section 3254.2 generally prohibits trucks from parking on public streets within the City of Carson. Exceptions are allowed in locations specifically authorized by the City Council and designated for truck parking by the Public Works Director, or when temporary parking is reasonably necessary to make deliveries or provide services to nearby properties. Signs posted at City entrances and along designated truck routes inform drivers that truck parking is prohibited on City streets except for loading, unloading, and within approved truck parking areas.

The City currently provides two types of designated truck parking areas. Some locations allow trucks to park for up to 72 hours, primarily to accommodate longer-term or overnight parking. Other locations limit truck parking to one hour, primarily to provide drivers with locations for shorter meal and rest breaks.

This item concerns the portion of Figueroa Street between Lomita Boulevard and Sepulveda Boulevard. An existing 72-hour truck parking zone is located on the west side of Figueroa Street, south of Sepulveda Boulevard. Within the overall segment between Lomita Boulevard and Sepulveda Boulevard, approximately 1,500 feet of roadway currently allows parking, while approximately 4,100 feet is already designated as no parking. The Los Angeles County Sanitation Districts' A.K. Warren Water Resource Facility is also located along this portion of Figueroa Street. The facility is regularly accessed by large vehicles that must enter and exit from Figueroa Street. Representatives of the Sanitation Districts have requested that the City eliminate the existing 72-hour truck parking zone and prohibit parking on both sides of Figueroa Street between Lomita Boulevard and Sepulveda Boulevard. The request is intended to improve visibility and provide safer access for vehicles entering and leaving the facility.

City staff reviewed the request and existing roadway conditions. Based on that review, staff determined that removing on-street parking along this segment would improve sight distance for motorists, provide additional roadway clearance for large vehicles making turning movements, reduce potential conflicts between parked and moving vehicles, and improve overall traffic operations and safety. Because the proposed restriction would extend for more than 100 feet, CMC Section 3251.3 requires City Council authorization before the City may establish the no-parking area. Accordingly, this item is being presented to the City Council for consideration and approval.

Consequently, staff recommends that the City Council authorize the removal of the existing 72-hour truck parking zone and establish a no-parking restriction on both sides of Figueroa Street between Lomita Boulevard and Sepulveda Boulevard. If approved, the change would eliminate approximately 1,500 feet of currently available on-street parking within this segment and create a continuous no-parking area between Lomita Boulevard and Sepulveda Boulevard. The proposed change is intended to improve visibility, accommodate the movement of large vehicles, reduce potential vehicle conflicts, and provide safer and more efficient access to the A.K. Warren Water Resource Facility and along this portion of Figueroa Street.

V. FISCAL IMPACT

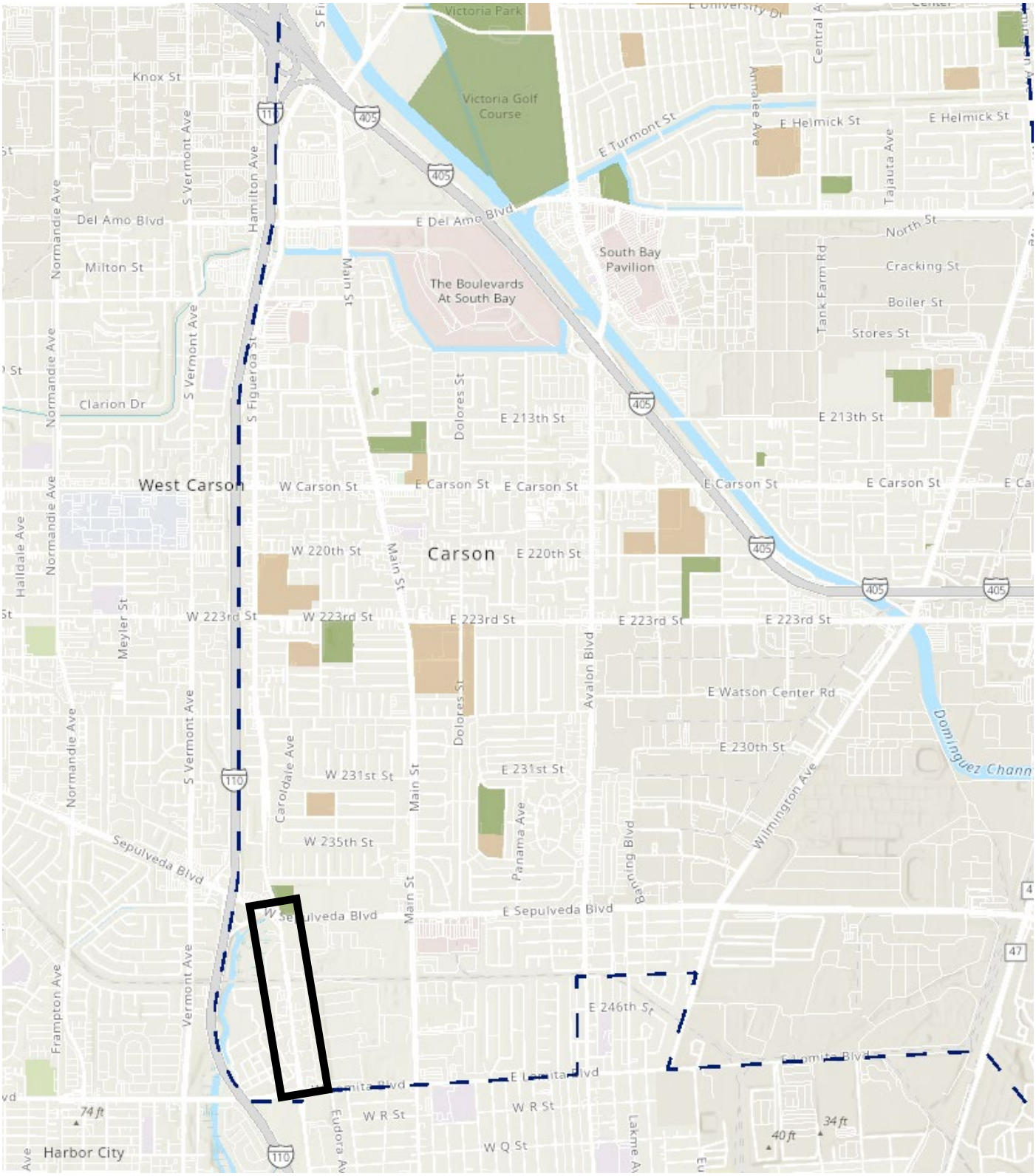
There is no additional fiscal impact associated with the recommended action. The Public Works Department's adopted General Fund budget has sufficient funding to cover the costs of removing, replacing, or installing the signs and pavement markings necessary to eliminate the existing truck parking zone and establish the proposed no-parking restriction.

VI. EXHIBITS

1. Location Map

Attachments

1. Location Map



LOCATION MAP

Figueroa Street, Eliminate 72-hour Truck Parking Zone and Prohibit Parking

Report to Honorable Mayor and City Council

Tuesday, September 15, 2026, 5:00 PM

CONSENT 31.

To: Honorable Mayor and City Council

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

Subject: CONSIDER RECEIVING AND FILING THE CITY OF CARSON URBAN FOREST MASTER PLAN (CITY COUNCIL)

I. SUMMARY

Staff is presenting the Urban Forest Management Plan, also referred to as the Urban Forest Master Plan (UFMP), to the City Council for consideration. The plan was developed by West Coast Arborists in coordination with City staff and provides a long-term framework for the care, maintenance, protection, and management of trees throughout Carson. The UFMP incorporates recognized tree-care standards and best practices and establishes clear guidance for the Public Works Operations and Maintenance Division in managing the City's existing and future trees.

II. RECOMMENDATION

RECEIVE and FILE the Urban Forest Master Plan (UFMP).

III. ALTERNATIVES

TAKE any other action the City Council deems appropriate.

IV. BACKGROUND

The Public Works Operations and Maintenance Division is responsible for maintaining trees located within the public right-of-way, including street trees, as well as trees at City-owned facilities and parks. The City's trees are an important public asset that provide shade, improve neighborhood appearance, help reduce heat, support cleaner air, and contribute to the overall quality of the community. To provide a coordinated, long-term approach for managing and expanding this resource, the City established Project No. PW1793 - Urban Forest Master Plan and Implementation as part of its Capital Improvement Program.

In 2024, the City received funding through the U.S. Department of Agriculture Urban and Community Forestry Program to develop a comprehensive Urban Forest Master Plan and associated community outreach program. The purpose of the plan is to provide a long-term framework for how the City protects, maintains, replaces, and expands its public tree population over the next 40 years. On August 28, 2025, the City issued Request for Proposals (RFP) No. 25-037 to solicit qualified firms to prepare the Urban Forest Master Plan. The RFP established the City's goal of developing a practical, science-based plan focused on protecting existing trees, increasing tree canopy throughout Carson, improving the health and resilience of the City's urban forest, and identifying opportunities to provide greater environmental and community benefits.

The plan was also intended to establish measurable goals and practical strategies that the City can use when making future decisions regarding tree planting, maintenance, replacement, protection, staffing, and funding. This includes identifying appropriate tree species and planting locations, establishing maintenance and design standards, assessing the condition and distribution of the City's existing trees, and identifying opportunities to increase tree canopy in areas where additional trees would provide the greatest benefit. Following the City's competitive selection process, West Coast Arborists was selected as the most qualified firm to prepare the Urban Forest Master Plan. West Coast Arborists completed the plan on July 31, 2026, to the City's satisfaction.

The completed Urban Forest Master Plan provides a comprehensive assessment of Carson's existing urban forest and establishes recommendations for its long-term management and growth. Among other components, the plan evaluates the City's existing tree inventory, tree size and condition, overall tree canopy coverage, potential locations for additional planting, recommended tree species, tree protection standards, maintenance practices, and future funding and operational needs. The plan also uses i-Tree Eco, an industry-standard analysis tool that helps communities measure the environmental benefits provided by their trees.

The major components of the Urban Forest Master Plan include public engagement; analysis of the City's existing tree canopy; recognition and management of trees as a City asset; operational and policy recommendations; short- and long-term implementation strategies; methods for monitoring progress; recommended tree species; tree planting and maintenance standards; identification of future planting opportunities; tree protection standards; tree inventory classifications; and recommended policies and guidelines.

The Urban Forest Master Plan provides the City with a long-term roadmap for maintaining a healthy, safe, resilient, and sustainable urban forest. Rather than addressing tree needs individually as they arise, the plan provides a coordinated framework for future decisions regarding tree maintenance, planting, replacement, investment, and protection. Implementation of the plan will help the City responsibly manage its existing trees while strategically expanding the urban tree canopy and the environmental and community benefits it provides to Carson residents.

V. FISCAL IMPACT

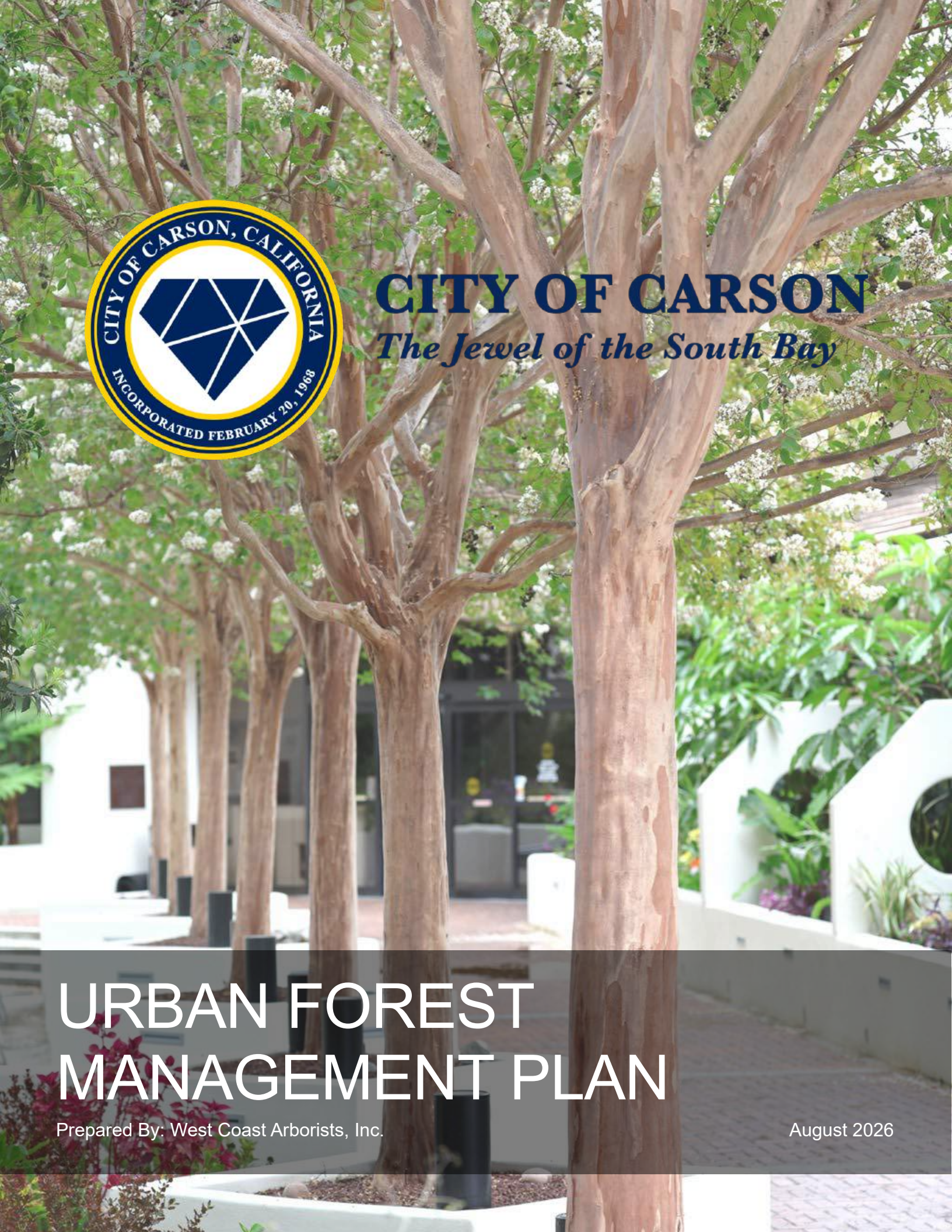
There is no fiscal impact to the City’s adopted budget associated with the recommended action. The City Council is being asked only to receive and file the Urban Forest Master Plan, and no additional funding is requested at this time. The cost to prepare the plan was fully funded through a U.S. Department of Agriculture (USDA) grant.

VI. EXHIBITS

1. The Urban Forest Management Plan (UFMP)

Attachments

Exhibit 1. The Urban Forest Management Plan (UFMP)



CITY OF CARSON

The Jewel of the South Bay

URBAN FOREST MANAGEMENT PLAN

Prepared By: West Coast Arborists, Inc.

August 2026

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ACKNOWLEDGEMENTS

City Of Carson

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"The City of Carson envisions a thriving, resilient, and equitable urban forest that serves as vital green infrastructure. By expanding our tree canopy, we will cool neighborhoods, create shaded public spaces, and naturally filter stormwater and industrial emissions. Integrated into dense developments and climate goals, Carson's urban forest will stand as a living testament to environmental leadership—ensuring a sustainable, healthy, and vibrant ecosystem for future generations."

VISION STATEMENT



INTRODUCTION

EXECUTIVE SUMMARY

The City of Carson's Urban Forest Management Plan (UFMP) provides a framework for managing, sustaining, and expanding the city's urban forest to maximize community, environmental, and economic benefits. Grounded in scientific knowledge, ISA standards, and best practices, it guides city leaders and educates the community on the value of trees.

Carson's urban forest has evolved alongside its land-use history—from indigenous stewardship and Spanish ranchos to agriculture, industrialization, and suburban growth. Now, it's vital public infrastructure that provides shade, improves air quality, manages stormwater, offers habitat, and fosters neighborhood identity.

The city has over 16,000 trees across 21 grid pruning districts, valued at $94 million. It boasts 200 species, with no single species exceeding 10%, following the 10-20-30 rule to reduce the risk of catastrophic loss from pests and diseases. Yet canopy cover is only 5.3%, limited by 75% impervious land, industrial activity, and scarce planting space. About 7,000 vacant sites are planned for future planting.

The UFMP envisions a greener, cooler, more resilient Carson. Its key strategic goals include:

- Expanding and more equitably distributing tree canopy, especially in neighborhoods with high pollution burden and heat vulnerability.
- Building a diverse, climate-ready urban forest by adopting the 10-20-30 diversity standard, updating the species palette for resilience, and balancing age classes to sustain canopy cover over time.
- Moving from reactive response to proactive, data-driven management through a regularly updated, GIS-integrated inventory and a cyclical pruning program.
- Protecting mature trees through strengthened policies, designing solutions to hardscape conflicts, and integrating tree requirements into development review.
- Securing sustainable funding and staffing, including a dedicated City Urban Forester and expanded grant-seeking efforts.
- Growing community stewardship through multilingual outreach, public education, partnerships, and annual reporting to achieve and sustain Tree City USA recognition.

Implementation and Community Engagement. The UFMP highlights adaptive management to address new scientific data, climate change, and threats such as the polyphagous shot hole borer and the South American palm weevil. It promotes sustainability through water-efficient species, the repurposing of removed trees, and the integration of trees into city plans.

The plan promotes public engagement through events, school partnerships, and volunteer programs to foster stewardship and equitable benefit-sharing in Carson's diverse community. Success is gauged through canopy assessments, plant survival, and public reports. The City of Carson UFMP details a strategy for a healthier, sustainable, and resilient urban forest. With strategic planning, community involvement, and investment, Carson strives to enhance environmental quality, livability, and climate resilience for current and future generations.

PURPOSE AND SCOPE OF PLAN

This UFMP is intended to serve as a guide for City of Carson decision-makers and staff in managing, maintaining, and expanding community benefits from the city-managed tree components of the urban forest. It is also a tool for educating community members about the benefits of trees and the importance of their role in maintaining a healthy, growing, sustainable urban forest.

The UFMP is based on current scientific understanding and Best Management Practices (BMPs) for tree care developed by the International Society of Arboriculture (ISA) and the American National Standards Institute (ANSI). The urban forest exists in a dynamic environment shaped by numerous factors, including climate change, drought, population growth, emerging pests and diseases, and changes in laws and regulations. ISA BMPs and ANSI Standards are periodically revised to address these factors and incorporate new scientific discoveries and improved industry practices. Likewise, to be effective in maintaining a healthy and sustainable urban forest that provides the maximum benefits to the community in the most efficient and cost-effective manner, this UFMP is intended to be a living document that will be reviewed and adjusted, as needed, to address these changes.

HISTORY OF CARSON

From Sacred Lands to Industrial Hub

Located just 13 miles south of downtown Los Angeles, the city of Carson has a rich, multi-layered history that reflects the broader transformation of Southern California. From its indigenous roots and Spanish ranchos to its 20th-century oil boom and modern cultural diversity, Carson's journey is a compelling American story.

Indigenous Roots and Spanish Rancho Era

Long before European settlers arrived, the land now known as Carson was home to the Tongva (Gabrielino) Native Americans. They thrived in the region for thousands of years, relying on the local wetlands and proximity to San Pedro Bay for sustenance and trade.



Dairying operations south of Dominguez Hill on the Carson estate, 1902

The area's modern history changed dramatically in 1784, when Spanish Governor Pedro Fages granted a massive 75,000-acre tract to retired soldier Juan Jose Dominguez. Known as Rancho San Pedro, the territory encompassed all of modern-day Carson. For nearly 150 years, the land's fate remained tied to the Dominguez family, who ran a large cattle ranching operation. During the Mexican-American War, the historic Battle of Rancho Dominguez occurred here in 1846, marking a temporary victory for Mexican forces defending their land.

The American Transition and 20th-Century Boom

Following California's admission to the United States, the rancho began to diversify. In 1857, George Henry Carson married Maria Victoria Dominguez. He took over management of the ranch operations and helped modernize the area's business landscape. Because of his immense impact on the region's development, the area eventually took his name.

Carson was also the backdrop for a pivotal moment in technological history:



1910 Aviation Meet Poster

The 1910 Aviation Meet: The Dominguez Hills area hosted the first international aviation meet in American history, drawing hundreds of thousands of spectators to watch early aviators fly in monoplanes, biplanes, and hot-air balloons.

The Black Gold Rush: In 1921, oil was discovered on Dominguez Hill, transforming the local economy. Agriculture and ranching quickly gave way to oil derricks, refineries, and rapid industrialization.

Independence and Incorporation (1968)

As the post-World War II population surged, the unincorporated communities in the area faced a choice. Nearby cities such as Los Angeles and Long Beach threatened to annex chunks of the valuable, tax-rich industrial land.



Members of the first Carson City Council pose together on Feb. 6, 1968. L to R: H. Rick Clark, John A. Marbut (mayor), Sak Yamamoto, John L. Junk, Gilbert D. Smith.

To take control of their local government and protect their borders, residents went to the polls on February 6, 1968, and voted to incorporate. When choosing a name for the new city, voters narrowly selected "Carson" over "Dominguez" by just 318 votes. The city was officially incorporated on February 20, 1968.

Key Historical Milestones

- **1784:** Spanish land grant establishes Rancho San Pedro.
- **1846:** The Battle of Rancho Dominguez is fought during the Mexican-American War.
- **1910:** Host to the first International Aviation Meet in the United States.
- **1921:** Discovery of oil triggers a massive shift toward heavy industry.
- **1968:** Citizens officially vote to incorporate as the City of Carson.
- **1977:** California State University, Dominguez Hills (CSUDH) permanently establishes its sprawling campus in the city.

Carson Today

Today, Carson has evolved from a strictly industrial town into a thriving, highly diverse suburban community. It is known across Southern California for its rich cultural tapestry and large Filipino, Mexican, Black, and Asian-American populations. Alongside the major education hub of CSU Dominguez Hills, the city is a sports capital, hosting major soccer and athletic events at the Dignity Health Sports Park. From an expansive Spanish cattle ranch to a modern urban hub, Carson remains a vital part of the Los Angeles landscape.

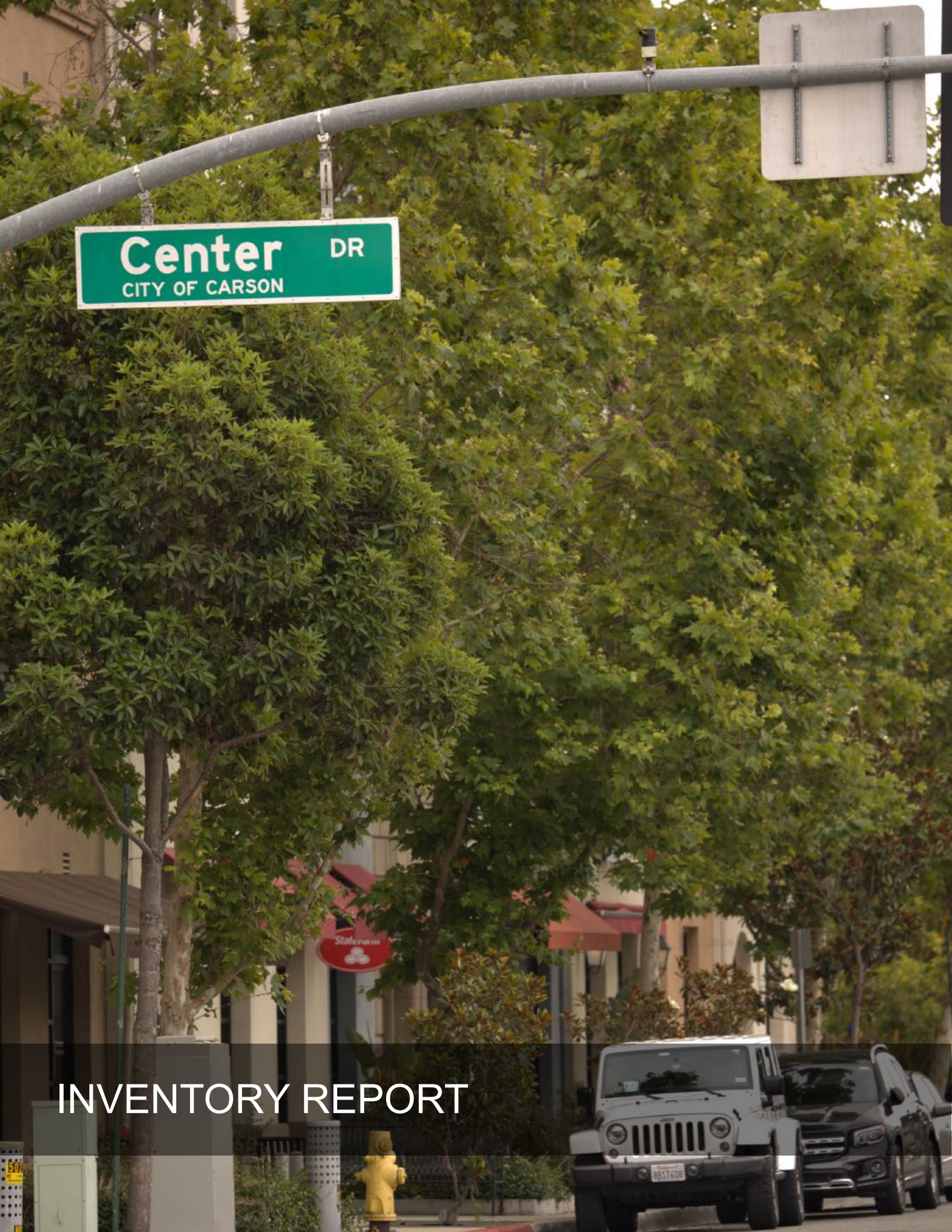
BACKGROUND OF THE URBAN FOREST

Carson's urban forest mirrors the city's land-use history and the physical constraints imposed by its built environment. Before urbanization, the area was used for ranching, farming, dairies, and agriculture. As the city expanded in the twentieth century, residential neighborhoods, commercial areas, industrial zones, refineries, transportation routes, flood control systems, and utility corridors shaped the landscape. When Carson was incorporated in 1968, it inherited a complex urban landscape characterized by industrial land uses, former landfill sites, drainage issues, and fragmented development. These factors affected where trees could be planted, how the canopy developed, and where long-term conflicts with sidewalks, streets, utilities, and hardscape would emerge.

Carson's urban forest evolved within a highly constrained, urbanized environment. Growing space for urban trees is generally limited and remains unchanged unless intentionally modified, unlike in naturally forested areas. As a result of competing priorities and city zoning policies, urban canopy distribution is often uneven, with some neighborhoods having significantly more tree cover than others.

The City's municipal code outlines policies for tree preservation, planting, pruning, inventory, construction protection, and managing conflicts with hardscape. These policies focus on selecting suitable species, ensuring drought tolerance, compatibility with growing space, safeguarding infrastructure, maintaining public safety, and adhering to industry-standard pruning methods. They also highlight the importance of protecting existing public trees during construction and considering alternatives before removing trees due to sidewalk or hardscape conflicts.

Today, Carson's urban forest is regarded as vital public infrastructure. Trees offer shade, lower urban heat, enhance air quality, intercept stormwater, support neighborhood identity, and boost public health and environmental conditions. The Urban Forest Master Plan builds upon the City's existing tree policies and creates a framework to restore, manage, and increase canopy cover. By improving inventory data, setting planting priorities, enhancing species diversity, planning maintenance, and monitoring canopy health, Carson can strengthen its urban forest while addressing climate resilience, environmental justice, infrastructure needs, and community quality of life.



INVENTORY REPORT

i-TREE ECO BENEFITS SUMMARY

The i-Tree Eco analysis assessed more than 16,000 trees inventoried across the City of Carson to determine their composition, structure, environmental benefits, replacement values, and potential pest risks (see Appendix F, i-Tree Eco Reports). Carson's tree inventory is dominated by nonnative species, with 84% exotic to North America and only 3% native to California.

The trees store an estimated 12,306 short tons of carbon, valued at $5.33 million, and sequester approximately 419.6 tons of carbon annually, valued at $181,579. They also remove 7.29 tons of air pollution annually, valued at $64,276, and reduce stormwater runoff by approximately 1.178 million gallons annually, valued at $10,523. Together, these three quantified annual services are valued at approximately $256,378. The modeled replacement value of the inventoried tree population is approximately $93.96 million. Building-energy savings and avoided energy-related carbon emissions were not calculated because the required building-location data were not collected.

Benefits are mainly concentrated among several mature, high-leaf-area species. The Canary Island Pine offers the highest avoided-runoff and pollution-removal benefits, with a replacement value of about $9.67 million. Carrotwood stores the most carbon—around 1,322 tons—while Jacaranda provides the highest annual carbon sequestration at 37.39 tons, just surpassing Brisbane Box at 37.36 tons. The top ten species collectively account for roughly 55% of the runoff and pollution benefits and 62% of the total replacement value. This highlights the importance of preserving healthy mature trees and gradually diversifying future plantings.

The pest analysis identified that out of roughly 11,800 trees—comprising about 72.8% of the total inventory—are vulnerable to at least one modeled pest or disease, with a replacement value around $70.68 million. The polyphagous shot hole borer presents the greatest potential threat, affecting over 9,000 trees—or 57.0% of the inventory—worth approximately $51.34 million. These numbers reflect host susceptibility but do not indicate confirmed infestations, predicted mortality, or actual financial losses. They should inform monitoring efforts, diversification strategies, and response planning.



TREE INVENTORY SUMMARY

The City of Carson maintains a comprehensive tree inventory of its urban forest in ArborAccess, the electronic database for every city-maintained tree site. The inventory catalogs 23,455 valid sites in street rights-of-way, medians, parks, and City facilities. Of these, 16,080 are occupied by living trees currently under management, 7,057 are vacant sites identified as suitable for future planting, and the remainder, 318 tree sites, consisting of 158 trees flagged for removal, 148 stumps, 10 unsuitable sites, 1 site obstruction, and 1 not city-maintained, accounting for 1.4% inventory. The living tree population is estimated at $94 million in replacement value. The most common species are Jacaranda, Carrotwood, Fern Pine, American Sweetgum, Brisbane Box, Canary Island Pine, and Mexican Fan Palm, which together create a diverse and resilient urban forest in the City of Carson. Trees are distributed across the City's 21 grid-pruning districts.

The inventory was collected by West Coast Arborists, Inc. (WCA), with field staff visiting each site and recording a standardized set of data fields that load directly into ArborAccess. For each site, they captured the tree site location (address, side, and GPS latitude/longitude), tree identification (common and botanical names), diameter at standard height (DSH), height range, condition rating, utility presence, recommended maintenance, and, where applicable, a removal priority. Recording these fields at the point of collection enables the City to project maintenance needs and costs for upcoming years, generate work lists by species or activity, plan an efficient maintenance cycle, and support grant funding applications. Because ArborAccess is a living database, it is updated as trees are trimmed, removed, or planted, so the record continuously reflects the current state of the urban forest.



Of the 16,080 managed live trees, 8,880 are rated Good, and 6,641 are rated Fair, together comprising the large majority of the live inventory. A smaller share warrants closer attention: 559 are rated Poor. The living trees average roughly 17 inches in diameter and 29 feet in height, and 377 are mature trees with a DSH of 31 inches or greater. Approximately 2,959 trees (about 18 percent) grow beneath or near overhead utility lines, a factor that directly shapes trimming methods and species-selection decisions, since poor placement under utilities is a leading driver of removal recommendations.

URBAN FOREST DIVERSITY RULE

The 10-20-30 rule is commonly applied to increase species diversity and reduce the likelihood of catastrophic tree loss in an urban forest due to disease or pest outbreaks. This rule states that no one species should comprise more than 10%, no genus more than 20%, and no family more than 30% of the total number of trees in an urban forest inventory. Only pests and diseases specific to a single taxonomic family, genus, or species fall under this guideline. It also represents a compromise, accepting a potentially significant loss of trees within an urban forest to prevent a catastrophic loss if a host-specific pest or disease caused high mortality in that host.

This rule is designed to address host-specific pests and diseases. It provides a calculated risk framework: a well-diversified urban forest may still lose trees to a specific threat, but the loss will be bounded rather than catastrophic. The collapse of American Elm across North American cities due to Dutch Elm Disease — when elm trees comprised the vast majority of many urban forests — is the defining historical example of what this rule is designed to prevent.

The 10-20-30 Rule was formalized by urban forestry researchers to provide a practical framework for maintaining biodiversity and reducing the risk of monoculture in managed urban tree populations. The rule operates across three taxonomic levels:

- **Species Level (10%):** No single tree species should represent more than 10% of the total urban forest. This limits exposure to species-specific threats such as targeted insects or pathogens.
- **Genus Level (20%):** No single genus should represent more than 20% of the total inventory. Trees within the same genus often share physiological traits, making them vulnerable to the same threats.
- **Family Level (30%):** No single plant family should represent more than 30% of the inventory. This is the broadest taxonomic safeguard, recognizing that some pests and diseases affect entire plant families.



Carson's live tree inventory comprises 16,080 trees from 200 species, 120 genera, and 40 families. This analysis shows no rule failures at the species, genus, or family level. Species diversity is acceptable, with no single species exceeding the 10% benchmark. *Jacaranda mimosifolia* is the most common species at 7.6% of the inventory, and the top ten species together account for roughly 55% of the inventory. Genus diversity is also within recommended limits, with no genus approaching the 20% benchmark; the leading genera Jacaranda, Cupaniopsis, Afrocarpus, Liquidambar, and Pinus each make up 6–8% of the inventory. Because several of these genera are dominated by a single species, increasing species diversification is recommended to further reduce genus concentration. At the family level, Arecaceae (palms) and Myrtaceae (myrtle) each exceed 10% of the inventory, at 11.5% and 10.2%, respectively, but both are well below the 30% ceiling. These two families should be considered as soft caps with limited expansion through future planting.

Rule	Threshold	Highest Observed	% of Total	Result
10% Species	≤ 10% per species	*Jacaranda mimosifolia*	7.6%	**PASS**
20% Genus	≤ 20% per genus	*Cupaniopsis anacardioides*	7.0%	**PASS**
30% Family	≤ 30% per family	*Afrocarpus falcatus*	6.9%	**PASS**

Table 2.1: Inventory Diversity Analysis Overview.

The 10-20-30 rule limits exposure to pests and pathogens specific to a single taxon. According to the i-Tree assessment in Appendix F, Carson's principal pest threat, the polyphagous shot hole borer, could affect 57 percent of the City's trees, approximately 9,250 trees, with a replacement value of $51.3 million.

TOP TEN SPECIES

The 10% species threshold for a 16,080-tree inventory is 1,608 trees. All species **PASS** this threshold. However, *Jacaranda mimosifolia*, at 7.6%, is closest to the threshold and should be actively monitored as the inventory changes.

Common Name	Species	Tree Count	% of Total	Result
Jacaranda	*Jacaranda mimosifolia*	1,215	7.6%	**PASS**
Carrotwood	*Cupaniopsis anacardioides*	1,118	7.0%	**PASS**
Fern Pine	*Afrocarpus falcatus*	1,113	6.9%	**PASS**
American Sweetgum	*Liquidambar styraciflua*	1,065	6.6%	**PASS**
Canary Island Pine	*Pinus canariensis*	805	5.0%	**PASS**
Brisbane Box	*Lophostemon confertus*	795	4.9%	**PASS**
Mexican Fan Palm	*Washingtonia robusta*	709	4.4%	**PASS**
Brazilian Pepper	*Schinus terebinthifolius*	684	4.3%	**PASS**
Southern Magnolia	*Magnolia grandiflora*	681	4.2%	**PASS**
Crape Myrtle	*Lagerstroemia indica*	674	4.2%	**PASS**

Table 2.2: Top Ten Species Analysis Overview.

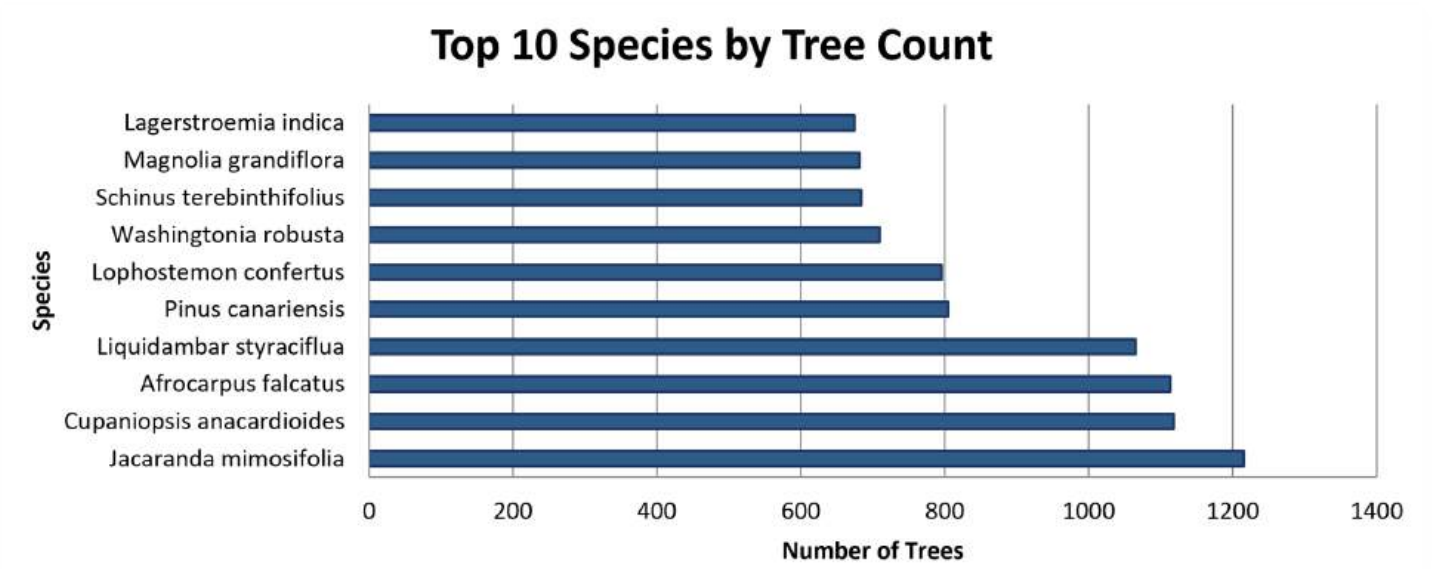


Figure 2.1: Top Ten Species Chart.

TOP TEN GENERA

The 20% genus threshold for the inventory is 3,216 trees. None of the 120 genera surpasses this limit, so all receive a **PASS** at the genus level.

Common Name	Genus	Species Count	Tree Count	% of Total	Result
Jacaranda	Jacaranda	1	1,215	7.6%	PASS
Carrot Wood	Cupaniopsis	1	1,118	7.0%	PASS
Fern Pine	Afrocarpus	1	1,113	6.9%	PASS
Sweetgum	Liquidambar	2	1,076	6.7%	PASS
Pine	Pinus	6	994	6.2%	PASS
Brisbane Box	Lophostemon	1	795	4.9%	PASS
Fan Palm	Washingtonia	2	771	4.8%	PASS
Crape Myrtle	Lagerstroemia	3	698	4.3%	PASS
Pepper Tree	Schinus	2	698	4.3%	PASS
Magnolia	Magnolia	3	683	4.2%	PASS

Table 2.3: Top Ten Genera Analysis Overview.

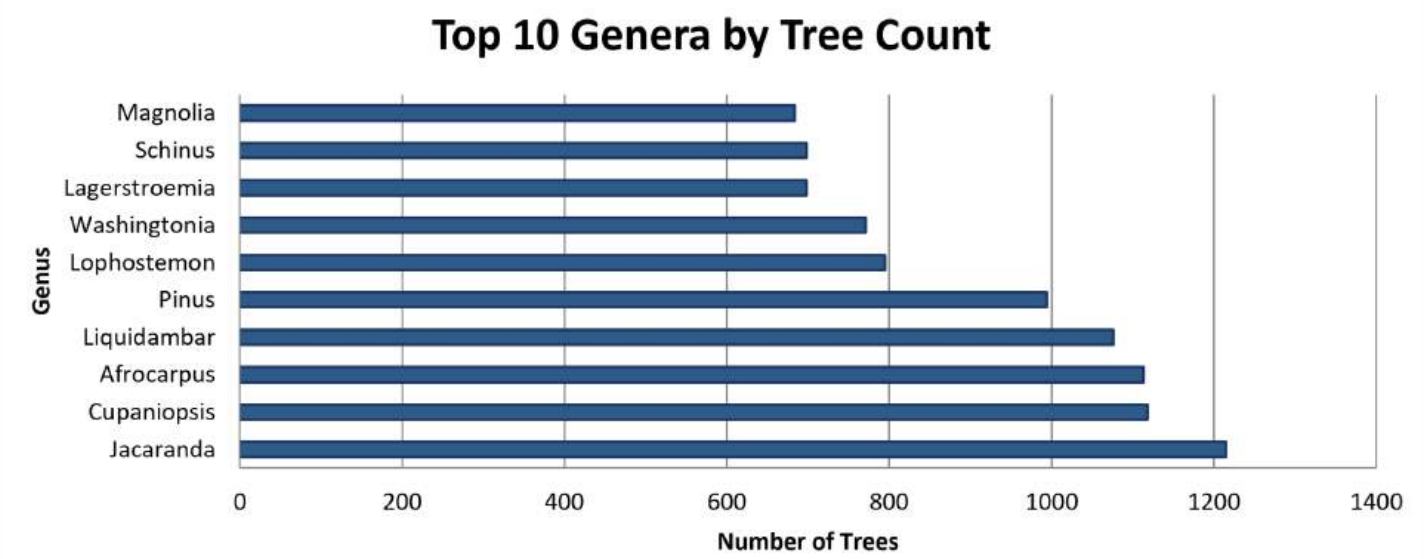


Figure 2.2: Top Ten Genera Chart.

TOP TEN FAMILIES

The 30% family threshold for the inventory is set at 4,824 trees. None of the 40 plant families surpass this limit, so all receive a **PASS** at the family level.

Common Name	Family	Species Count	Tree Count	% of Total	Result
Palm Family	Arecaceae	15	1,852	11.5%	PASS
Myrtle Family	Myrtaceae	27	1,648	10.2%	PASS
Trumpet-tree Family	Bignoniaceae	9	1,519	9.4%	PASS
Soapberry Family	Sapindaceae	8	1,338	8.3%	PASS
Sumac Family	Anacardiaceae	8	1,190	7.4%	PASS
Podocarpus Family	Podocarpaceae	3	1,127	7.0%	PASS
Sweetgum Family	Altingiaceae	2	1,076	6.7%	PASS
Pine Family	Pinaceae	7	997	6.2%	PASS
Rose Family	Rosaceae	16	806	5.0%	PASS
Loosestrife Family	Lythraceae	3	698	4.3%	PASS

Table 2.4: Top Ten Families Analysis Overview.

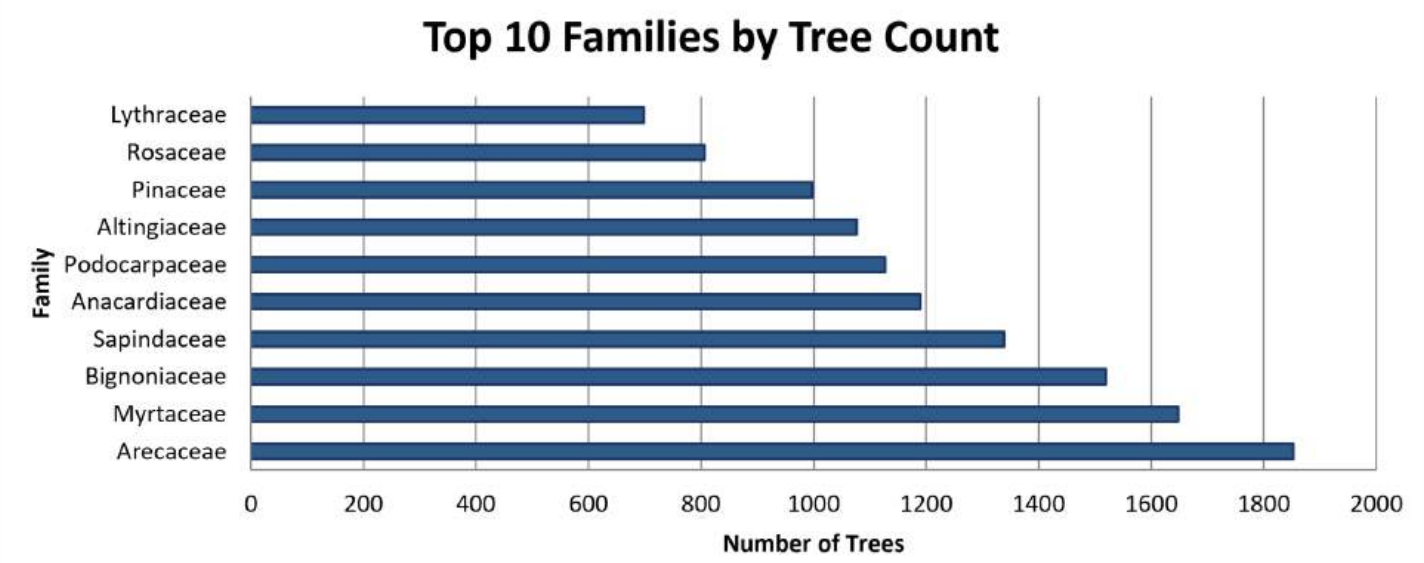


Figure 2.3: Top Ten Families Chart.

TREE SIZE AND CONDITION ANALYSIS

Tree size is determined by diameter at standard height (DSH), the main field measurement. All trees in the filtered live inventory have recorded diameters and are categorized into standard size classes. The tree height, based on the measured height in the inventory, is reported accordingly; trees with a height of zero are indicated as “Unknown / Not Recorded,” and height classes are provided. Tree condition is assessed on a Good / Fair / Poor scale, with a summary of the condition.



DIAMETER OF TREE TRUNKS

The DSH distribution reflects a maturing urban forest weighted toward the middle of the size range. The largest single class is 13–18 inches (6,249 trees, 38.9%), and together the 13–18 inch and 19–24 inch classes account for 62.1% of the inventory. Young, small trees in the 0–6 inch class make up 7.9% (1,271 trees), and the 7–12 inch class adds another 16.7% (2,683 trees). Large and over-mature trees are comparatively scarce: only 11.0% fall in the 25–30 inch class, and just 2.3% (377 trees) are 31 inches or larger.

This diameter analysis indicates an urban forest that is predominantly young-mature to maturing rather than mature, with a relatively thin group of very young trees and a small population of large-diameter mature specimens. The strong middle group means the urban forest will continue to add canopy cover for many years as those trees grow and mature, with routine structural pruning as trees pass through their most vigorous growth phase. The small proportion of trees in the 0–6 inch class (7.9%) suggests that replacement planting may not be keeping pace with the growth of the size structure of a healthy, self-sustaining forest, which usually features a larger young population to compensate for future losses. The small group of large-diameter trees (2.3%) means the City has relatively few of the biggest, highest-canopy-value trees, so those specimens should be prioritized for preservation.

DSH Class	Total Trees	% of Inventory
0-6 in	1271	7.9%
7-12 in	2683	16.7%
13-18 in	6249	38.9%
19-24 in	3731	23.2%
25-30 in	1769	11.0%
31+ in	377	2.3%

Table 2.5: DSH Class Analysis.

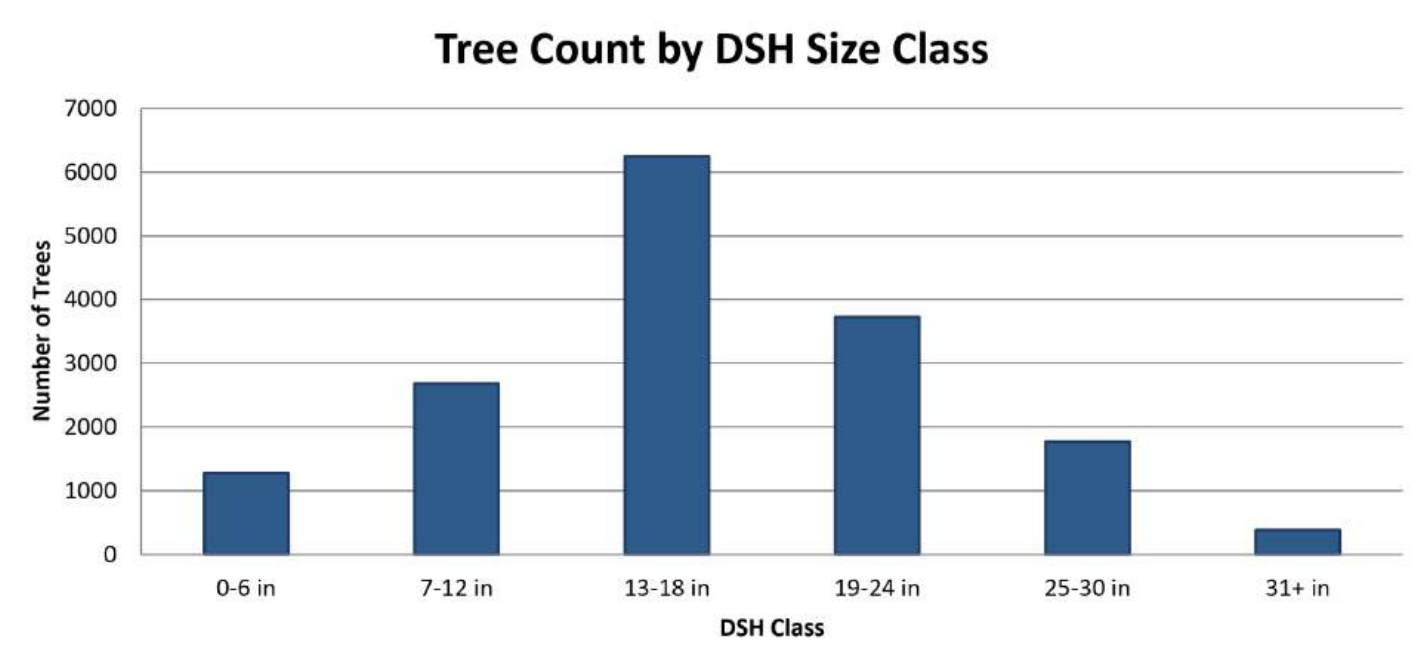


Figure 2.4: DSH Class Chart.

HEIGHT OF TREES

The height distribution reinforces the picture of a maturing, medium-stature forest. A clear majority of trees, 9,252 or 57.5%, fall in the 16–30-foot class, with a further 16.0% (2,572 trees) below 16 feet. Taller trees are progressively less common: 9.2% reach 31–45 feet, 8.4% reach 46–60 feet, and 6.8% (1,098 trees) exceed 60 feet. A total of 327 trees (2.0%) carry no recorded height and are reported as Unknown / Not Recorded. The substantial group of shorter trees (0–30 feet, together 73.5% of the inventory) will require ongoing structural pruning as they grow into their mature form. The taller trees (46 feet and above, together 15.2%) represent the urban forests' tallest trees. The 327 records lacking height data should be captured in the next inventory update so that clearance and canopy analyses are complete.

Height Class	Total Trees	% of Inventory
0-15 ft	2572	16.0%
16-30 ft	9252	57.5%
31-45 ft	1474	9.2%
46-60 ft	1357	8.4%
61+ ft	1098	6.8%
Unknown / Not Recorded	327	2.0%

Table 2.6: Height Class Analysis.

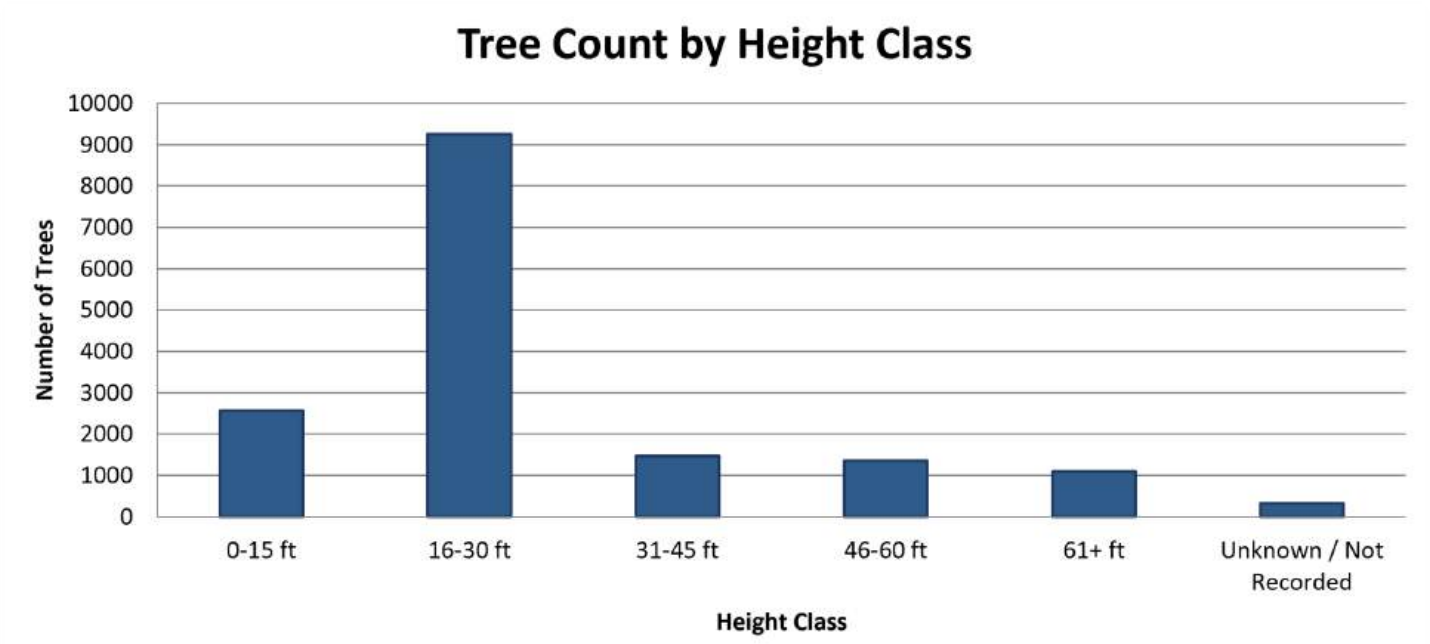


Figure 2.5: Height Class Chart.

CONDITION OF TREES

The overall condition of the urban forest is sound. A majority of trees are rated Good (8,880 trees, 55.2%) and nearly all of the remainder are rated Fair (6,641 trees, 41.3%), so 96.5% of the inventory is in Good or Fair condition. Trees in Poor condition account for 559 trees (3.5%). This favorable profile for an urban forest of this size indicates that routine tree care maintenance has generally kept the population healthy.

Condition ratings should directly shape maintenance priorities. The 559 poor-condition trees are the next priority tier and should be field-inspected by the Tree Maintenance Supervisor to distinguish those that can be retained through Plant Health Care or structural pruning from those that should be removed. The large group of Fair trees (41.3%) is the group where proactive plant health care, structural pruning of younger specimens, and monitoring can most effectively prevent decline into the Poor category, protecting the City's green infrastructure and slowing the rate at which trees become hazards and/or are removed. Because the Good/Fair share is high, the City is in a position to practice preventive tree care maintenance.

Tree Condition	Total Trees	% of Inventory
Good	8880	55.2%
Fair	6641	41.3%
Poor	559	3.5%

Table 2.7: Tree Condition Analysis.

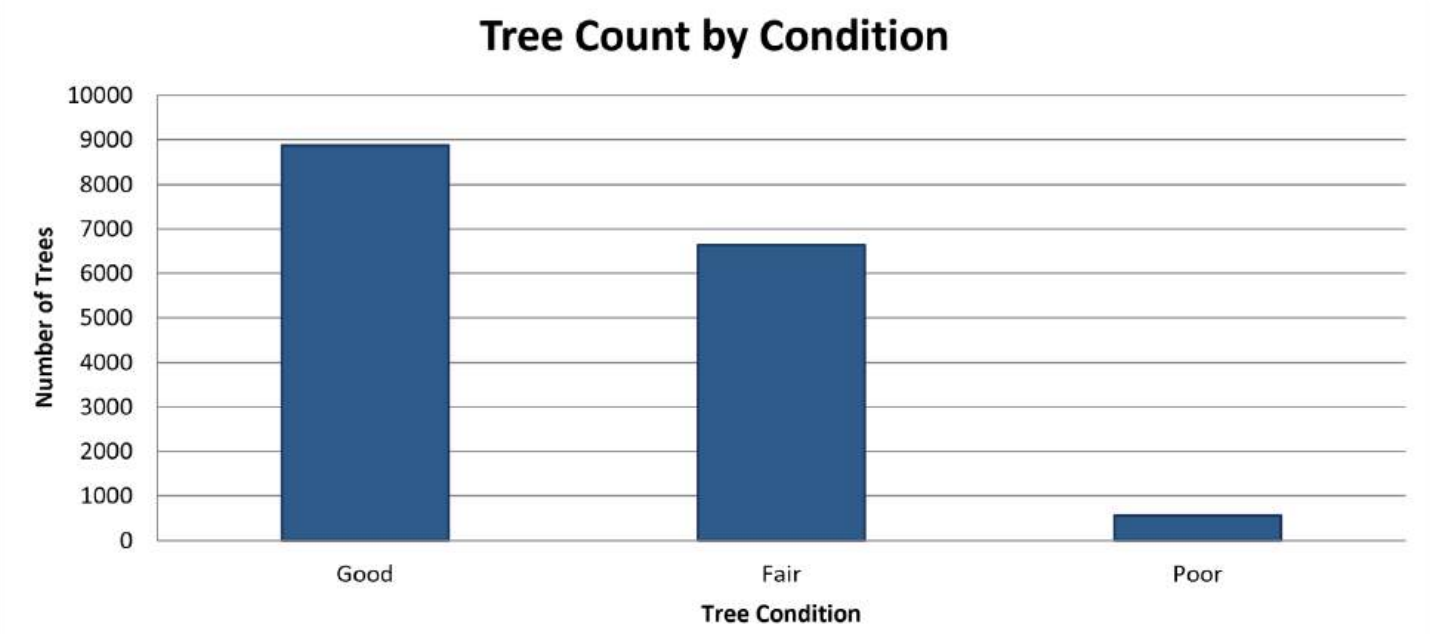


Figure 2.6: Tree Condition Chart.

TREE INVENTORY

The live tree inventory is distributed across 21 grid pruning districts. Tree distribution across the districts is uneven. District 17 has the largest share of the inventory at 1,454 trees (9.0%), followed by District 4 with 1,452 trees (9.0%) and District 16 with 1,097 trees (6.8%). At the other end of the range, District 7 (346 trees, 2.2%), District 6 (377 trees, 2.3%), and District 1 (421 trees, 2.6%) have the smallest populations among the districts.

District	Total Trees	% of Inventory
1	421	2.6%
2	759	4.7%
3	473	2.9%
4	1452	9.0%
5	494	3.1%
6	377	2.3%
7	346	2.2%
8	518	3.2%
9	666	4.1%
10	1016	6.3%
11	697	4.3%
12	954	5.9%
13	989	6.2%
14	691	4.3%
15	637	4.0%
16	1097	6.8%
17	1454	9.0%
18	702	4.4%
19	945	5.9%
20	858	5.3%
21	534	3.3%
Total	**16,080**	**100%**

Table 2.8: Distribution of Live Trees Across Grid Pruning Districts.

TREE SPECIES INVENTORY

All 200 species in the 16,080 live tree inventory are sorted by total tree count (highest to lowest).

Botanical Name	Common Name	Genus	Family	Total Count	Species %
Jacaranda mimosifolia	Jacaranda	Jacaranda	Bignoniaceae	1,215	7.556%
Cupaniopsis anacardioides	Carrotwood	Cupaniopsis	Sapindaceae	1,118	6.953%
Afrocarpus falcatus	Fern Pine	Afrocarpus	Podocarpaceae	1,113	6.922%
Liquidambar styraciflua	American Sweetgum	Liquidambar	Altingiaceae	1,065	6.623%
Pinus canariensis	Canary Island Pine	Pinus	Pinaceae	805	5.006%
Lophostemon confertus	Brisbane Box	Lophostemon	Myrtaceae	795	4.944%
Washingtonia robusta	Mexican Fan Palm	Washingtonia	Arecaceae	709	4.409%
Schinus terebinthifolius	Brazilian Pepper	Schinus	Anacardiaceae	684	4.254%
Magnolia grandiflora	Southern Magnolia	Magnolia	Magnoliaceae	681	4.235%
Lagerstroemia indica	Crape Myrtle	Lagerstroemia	Lythraceae	674	4.192%
Syagrus romanzoffianum	Queen Palm	Syagrus	Arecaceae	654	4.067%

Botanical Name	Common Name	Genus	Family	Total Count	Species %
Pyrus kawakamii	Evergreen Pear	Pyrus	Rosaceae	498	3.097%
Pistacia chinensis	Chinese Pistache	Pistacia	Anacardiaceae	368	2.289%
Ficus microcarpa 'Nitida'	Indian Laurel Fig	Ficus	Moraceae	348	2.164%
Platanus racemosa	California Sycamore	Platanus	Platanaceae	291	1.810%
Handroanthus heptaphyllus	Pink Trumpet Tree	Handroanthus	Bignoniaceae	230	1.430%
Corymbia citriodora	Lemon-Scented Gum	Corymbia	Myrtaceae	221	1.374%
Platanus X hispanica	London Plane	Platanus	Platanaceae	217	1.350%
Cinnamomum camphora	Camphor Tree	Cinnamomum	Lauraceae	216	1.343%
Ficus benjamina	Weeping Fig	Ficus	Moraceae	208	1.294%
Koelreuteria bipinnata	Chinese Flame Tree	Koelreuteria	Sapindaceae	201	1.250%
Cassia leptophylla	Gold Medallion Tree	Cassia	Fabaceae	181	1.126%
Archontophoenix cunninghamiana	King Palm	Archontophoenix	Arecaceae	178	1.107%
Ulmus parvifolia	Chinese Elm	Ulmus	Ulmaceae	168	1.045%
Callistemon citrinus	Lemon Bottlebrush	Callistemon	Myrtaceae	165	1.026%
Prunus caroliniana	Carolina Laurel Cherry	Prunus	Rosaceae	139	0.864%
Harpephyllum caffrum	Kaffir Plum	Harpephyllum	Anacardiaceae	110	0.684%
Ligustrum lucidum	Glossy Privet	Ligustrum	Oleaceae	101	0.628%
Bauhinia variegata	Purple Orchid Tree	Bauhinia	Fabaceae	96	0.597%
Eucalyptus sideroxylon	Red Ironbark	Eucalyptus	Myrtaceae	95	0.591%
Quercus ilex	Holly Oak	Quercus	Fagaceae	95	0.591%
Erythrina caffra	South African Coral Tree	Erythrina	Fabaceae	93	0.578%
Phoenix dactylifera	Date Palm	Phoenix	Arecaceae	91	0.566%
Pinus halepensis	Aleppo Pine	Pinus	Pinaceae	88	0.547%
Morus alba	White Mulberry	Morus	Moraceae	87	0.541%
Eucalyptus rudis	Desert Gum	Eucalyptus	Myrtaceae	85	0.529%
Pyrus calleryana	Ornamental Pear	Pyrus	Rosaceae	81	0.504%
Juniperus chinensis 'Torulosa'	Hollywood Juniper	Juniperus	Cupressaceae	74	0.460%
Washingtonia filifera	California Fan Palm	Washingtonia	Arecaceae	62	0.386%
Fraxinus uhdei	Shamel Ash	Fraxinus	Oleaceae	55	0.342%
Ceiba speciosa	Silk-Floss Tree	Ceiba	Malvaceae	45	0.280%
Arbutus 'Marina'	Marina Arbutus	Arbutus	Ericaceae	44	0.274%
Laurus nobilis	Sweet Bay	Laurus	Lauraceae	44	0.274%
Celtis sinensis	Chinese Hackberry	Celtis	Cannabaceae	43	0.267%
Ficus rubiginosa	Rusty Leaf Fig	Ficus	Moraceae	43	0.267%
Brachychiton populneus	Bottle Tree	Brachychiton	Malvaceae	42	0.261%
Phoenix canariensis	Canary Island Date Palm	Phoenix	Arecaceae	42	0.261%
Trachycarpus fortunei	Windmill Palm	Trachycarpus	Arecaceae	38	0.236%
Geijera parviflora	Australian Willow	Geijera	Rutaceae	35	0.218%
Pinus thunbergii	Japanese Black Pine	Pinus	Pinaceae	35	0.218%
Metrosideros excelsa	New Zealand Christmas Tree	Metrosideros	Myrtaceae	33	0.205%
Phoenix roebelenii	Pygmy Date Palm	Phoenix	Arecaceae	33	0.205%
Eucalyptus polyanthemos	Silver Dollar Gum	Eucalyptus	Myrtaceae	32	0.199%
Bauhinia x blakeana	Hong Kong Orchid Tree	Bauhinia	Fabaceae	31	0.193%
Fraxinus velutina	Arizona Ash	Fraxinus	Oleaceae	31	0.193%
Arbutus unedo	Strawberry Tree	Arbutus	Ericaceae	30	0.187%
Eucalyptus ficifolia	Red Flowering Gum	Eucalyptus	Myrtaceae	30	0.187%
Pittosporum undulatum	Victorian Box	Pittosporum	Pittosporaceae	30	0.187%
Cercis occidentalis	Western Redbud	Cercis	Fabaceae	29	0.180%
Pinus pinea	Italian Stone Pine	Pinus	Pinaceae	29	0.180%
Erythrina coralloides	Naked Coral Tree	Erythrina	Fabaceae	28	0.174%

Botanical Name	Common Name	Genus	Family	Total Count	Species %
Albizia julibrissin	Silk Tree	Albizia	Fabaceae	27	0.168%
Brachychiton acerifolius	Australian Flame Tree	Brachychiton	Malvaceae	27	0.168%
Alnus rhombifolia	White Alder	Alnus	Betulaceae	26	0.162%
Eucalyptus viminalis	Manna Gum	Eucalyptus	Myrtaceae	26	0.162%
Handroanthus chrysotrichus	Golden Trumpet Tree	Handroanthus	Bignoniaceae	26	0.162%
Melaleuca quinquenervia	Cajeput Tree	Melaleuca	Myrtaceae	26	0.162%
Pinus eldarica	Afghan Pine	Pinus	Pinaceae	25	0.155%
Melaleuca linariifolia	Flaxleaf Paperbark	Melaleuca	Myrtaceae	24	0.149%
Populus nigra 'Italica'	Lombardy Poplar	Populus	Salicaceae	23	0.143%
x Chitalpa tashkentensis	Chitalpa	Chitalpa	Bignoniaceae	23	0.143%
Lagerstroemia indica 'Muskogee'	Muskogee Crape Myrtle	Lagerstroemia	Lythraceae	22	0.137%
Persea americana	Avocado	Persea	Lauraceae	21	0.131%
Ulmus pumila	Siberian Elm	Ulmus	Ulmaceae	21	0.131%
Chionanthus retusus	Chinese Fringe Tree	Chionanthus	Oleaceae	20	0.124%
Eucalyptus cladocalyx	Sugar Gum	Eucalyptus	Myrtaceae	20	0.124%
Eriobotrya japonica	Edible Loquat	Eriobotrya	Rosaceae	19	0.118%
Araucaria columnaris	Cook Pine	Araucaria	Araucariaceae	18	0.112%
Cercis canadensis	Eastern Redbud	Cercis	Fabaceae	18	0.112%
Eriobotrya deflexa	Bronze Loquat	Eriobotrya	Rosaceae	18	0.112%
Callistemon viminalis	Weeping Bottlebrush	Callistemon	Myrtaceae	17	0.106%
Cercis canadensis 'Oklahoma'	Oklahoma Redbud	Cercis	Fabaceae	17	0.106%
Heptapleurum actinophyllum	Queensland Umbrella Tree	Heptapleurum	Araliaceae	17	0.106%
x Rhaphiobotrya splendens 'Montic'	Majestic Beauty Indian Hawthorn	Rhaphiobotrya	Rosaceae	17	0.106%
Eucalyptus camaldulensis	Red Gum	Eucalyptus	Myrtaceae	16	0.100%
Brahea edulis	Guadalupe Palm	Brahea	Arecaceae	15	0.093%
x Hesperotropsis leylandii	Leyland Cypress	Hesperotropsis	Cupressaceae	15	0.093%
Agonis flexuosa	Peppermint Tree	Agonis	Myrtaceae	14	0.087%
Corymbia maculata	Spotted Gum	Corymbia	Myrtaceae	14	0.087%
Schinus molle	Peruvian Pepper	Schinus	Anacardiaceae	14	0.087%
Chitalpa tashkentensis 'Pink Dawn'	Pink Dawn Chitalpa	Chitalpa	Bignoniaceae	13	0.081%
Cupressus sempervirens	Italian Cypress	Cupressus	Cupressaceae	13	0.081%
Olea europaea	Olive	Olea	Oleaceae	12	0.075%
Pinus radiata	Monterey Pine	Pinus	Pinaceae	12	0.075%
Chamaerops humilis	Mediterranean Fan Palm	Chamaerops	Arecaceae	11	0.068%
Liquidambar styraciflua 'Rotundiloba'	Round-Leafed Sweetgum	Liquidambar	Altingiaceae	11	0.068%
Parkinsonia X 'Desert Museum'	Desert Museum Palo Verde	Parkinsonia	Fabaceae	11	0.068%
Podocarpus macrophyllus	Yew Pine	Podocarpus	Podocarpaceae	11	0.068%
Prunus cerasifera 'Atropurpurea'	Purple-Leaf Flowering Plum	Prunus	Rosaceae	11	0.068%
Psidium guajava	Guava	Psidium	Myrtaceae	10	0.062%
Triadica sebifera	Chinese Tallow Tree	Triadica	Euphorbiaceae	10	0.062%
Auranticarpa rhombifolia	Queensland Pittosporum	Auranticarpa	Pittosporaceae	9	0.056%
Fraxinus velutina 'Modesto'	Modesto Ash	Fraxinus	Oleaceae	8	0.050%
Howea forsteriana	Paradise Palm	Howea	Arecaceae	8	0.050%
Prunus cerasifera	Purple-Leaf Plum	Prunus	Rosaceae	7	0.044%
Prunus persica	Peach	Prunus	Rosaceae	7	0.044%
Quercus agrifolia	Coast Live Oak	Quercus	Fagaceae	7	0.044%
Ravenea rivularis	Majesty Palm	Ravenea	Arecaceae	7	0.044%
Zelkova serrata	Sawtooth Zelkova	Zelkova	Ulmaceae	7	0.044%
Ficus macrophylla	Moreton Bay Fig	Ficus	Moraceae	6	0.037%

Botanical Name	Common Name	Genus	Family	Total Count	Species %
Ginkgo biloba	Maidenhair Tree	Ginkgo	Ginkgoaceae	6	0.037%
Koelreuteria paniculata	Goldenrain Tree	Koelreuteria	Sapindaceae	6	0.037%
Tipuana tipu	Tipu	Tipuana	Fabaceae	6	0.037%
Eucalyptus leucoxylon	White Ironbark	Eucalyptus	Myrtaceae	5	0.031%
Handroanthus avellanedae	Lavender Trumpet Tree	Handroanthus	Bignoniaceae	5	0.031%
Mangifera indica	Mango	Mangifera	Anacardiaceae	5	0.031%
Melaleuca nesophila	Pink Melaleuca	Melaleuca	Myrtaceae	5	0.031%
Pistacia 'Red push'	Red Push Pistache	Pistacia	Anacardiaceae	5	0.031%
Pittosporum viridiflorum	Cape Pittosporum	Pittosporum	Pittosporaceae	5	0.031%
Sequoia sempervirens	Coast Redwood	Sequoia	Cupressaceae	5	0.031%
Tabebuia umbellata	Yellow Trumpet Tree	Tabebuia	Bignoniaceae	5	0.031%
Acer ginnala	Amur Maple	Acer	Sapindaceae	4	0.025%
Eucalyptus globulus	Blue Gum	Eucalyptus	Myrtaceae	4	0.025%
Ficus carica	Edible Fig	Ficus	Moraceae	4	0.025%
Hymenosporum flavum	Sweetshade	Hymenosporum	Pittosporaceae	4	0.025%
Nerium oleander	Oleander	Nerium	Apocynaceae	4	0.025%
Pithecellobium dulce	Guamuchil	Pithecellobium	Fabaceae	4	0.025%
Platycladus orientalis	Oriental Arborvitae	Platycladus	Cupressaceae	4	0.025%
Acca sellowiana	Pineapple Guava	Acca	Myrtaceae	3	0.019%
Acer buergeranum	Trident Maple	Acer	Sapindaceae	3	0.019%
Cedrus deodara	Deodar Cedar	Cedrus	Pinaceae	3	0.019%
Ceratonia siliqua	Carob	Ceratonia	Fabaceae	3	0.019%
Dodonaea viscosa	Hopseed	Dodonaea	Sapindaceae	3	0.019%
Eucalyptus conferruminata	Bushy Yate	Eucalyptus	Myrtaceae	3	0.019%
Euphorbia cotinifolia	Caribbean Copper Tree	Euphorbia	Euphorbiaceae	3	0.019%
Nageia nagi	Asian Bayberry	Nageia	Podocarpaceae	3	0.019%
Pittosporum tobira	Mock Orange	Pittosporum	Pittosporaceae	3	0.019%
Quercus suber	Cork Oak	Quercus	Fagaceae	3	0.019%
Searsia lancea	African Sumac	Searsia	Anacardiaceae	3	0.019%
Yucca gloriosa	Spanish Dagger	Yucca	Asparagaceae	3	0.019%
Acacia melanoxylon	Black Acacia	Acacia	Fabaceae	2	0.012%
Acer saccharinum	Silver Maple	Acer	Sapindaceae	2	0.012%
Annona cherimola	Cherimoya	Annona	Annonaceae	2	0.012%
Betula pendula	European White Birch	Betula	Betulaceae	2	0.012%
Citrus aurantifolia	Lime Tree	Citrus	Rutaceae	2	0.012%
Citrus limon	Lemon	Citrus	Rutaceae	2	0.012%
Dypsis lutescens	Areca Palm	Dypsis	Arecaceae	2	0.012%
Gleditsia triacanthos	Honey Locust	Gleditsia	Fabaceae	2	0.012%
Inga edulis	Ice Cream Bean	Inga	Fabaceae	2	0.012%
Juniperus chinensis	Chinese Juniper	Juniperus	Cupressaceae	2	0.012%
Lagerstroemia indica 'White'	White Crape Myrtle	Lagerstroemia	Lythraceae	2	0.012%
Myoporum sandwicense	Hawaiian Myoporum	Myoporum	Scrophulariaceae	2	0.012%
Prunus armeniaca	Apricot	Prunus	Rosaceae	2	0.012%
Pyracantha coccinea	Firethorn	Pyracantha	Rosaceae	2	0.012%
Quercus engelmannii	Engelmann Oak	Quercus	Fagaceae	2	0.012%
Salix babylonica	Weeping Willow	Salix	Salicaceae	2	0.012%
Salix lasiolepis	Arroyo Willow	Salix	Salicaceae	2	0.012%
Styphnolobium japonicum	Japanese Pagoda Tree	Styphnolobium	Fabaceae	2	0.012%
Thuja occidentalis	American Arborvitae	Thuja	Cupressaceae	2	0.012%
Allocasuarina verticillata	Drooping She-Oak	Allocasuarina	Casuarinaceae	1	0.006%
Araucaria heterophylla	Norfolk Island Pine	Araucaria	Araucariaceae	1	0.006%

Botanical Name	Common Name	Genus	Family	Total Count	Species %
Butia odorata	Pindo Palm	Butia	Arecaceae	1	0.006%
Calocedrus decurrens	Incense Cedar	Calocedrus	Cupressaceae	1	0.006%
Calodendrum capense	Cape Chestnut	Calodendrum	Rutaceae	1	0.006%
Calothamnus quadrifidus	One Sided Bottlebrush	Calothamnus	Myrtaceae	1	0.006%
Caryota urens	Fishtail Wine Palm	Caryota	Arecaceae	1	0.006%
Casuarina cunninghamiana	River She-Oak	Casuarina	Casuarinaceae	1	0.006%
Celtis occidentalis	Northern Hackberry	Celtis	Cannabaceae	1	0.006%
Citrus sinensis	Orange	Citrus	Rutaceae	1	0.006%
Cotinus coggygria	Smoke Tree	Cotinus	Anacardiaceae	1	0.006%
Delonix regia	Royal Poinciana	Delonix	Fabaceae	1	0.006%
Dodonaea viscosa 'Purpurea'	Hopseed Bush Purple	Dodonaea	Sapindaceae	1	0.006%
Duranta repens	Brazilian Sky Flower	Duranta	Verbenaceae	1	0.006%
Eucalyptus torquata	Coral Gum	Eucalyptus	Myrtaceae	1	0.006%
Ficus elastica	Rubber Tree	Ficus	Moraceae	1	0.006%
Handroanthus impetiginosus	Pink Trumpet Tree	Handroanthus	Bignoniaceae	1	0.006%
Heptapleurum calyptratum	Tupidanthus	Heptapleurum	Araliaceae	1	0.006%
Hesperocyparis macrocarpa	Monterey Cypress	Hesperocyparis	Cupressaceae	1	0.006%
Juglans regia	English Walnut	Juglans	Juglandaceae	1	0.006%
Leucaena glauca	White Popinac	Leucaena	Fabaceae	1	0.006%
Magnolia grandiflora 'Little Gem'	Little Gem Magnolia	Magnolia	Magnoliaceae	1	0.006%
Magnolia x soulangeana	Saucer Magnolia	Magnolia	Magnoliaceae	1	0.006%
Malus domestica	Edible Apple	Malus	Rosaceae	1	0.006%
Malus sylvestris	Edible Apple	Malus	Rosaceae	1	0.006%
Melia azedarach	Chinaberry	Melia	Meliaceae	1	0.006%
Moringa oleifera	Drumstick Tree	Moringa	Moringaceae	1	0.006%
Nolina gracilis	Sotolin	Nolina	Asparagaceae	1	0.006%
Populus fremontii	Fremont Cottonwood	Populus	Salicaceae	1	0.006%
Prunus domestica	Plum	Prunus	Rosaceae	1	0.006%
Prunus ilicifolia ssp lyonii	Catalina Cherry	Prunus	Rosaceae	1	0.006%
Prunus serrulata	Japanese Flowering Cherry	Prunus	Rosaceae	1	0.006%
Psidium friedrichsthalianum	Costa Rican Guava	Psidium	Myrtaceae	1	0.006%
Psidium oligospermum	Galapagos Guava	Psidium	Myrtaceae	1	0.006%
Quercus virginiana	Southern Live Oak	Quercus	Fagaceae	1	0.006%
Robinia pseudoacacia	Black Locust	Robinia	Fabaceae	1	0.006%
Salix lasiandra	Pacific Willow	Salix	Salicaceae	1	0.006%
Strelitzia nicolai	Giant Bird Of Paradise	Strelitzia	Strelitziaceae	1	0.006%
Syzygium cumini	Java Plum	Syzygium	Myrtaceae	1	0.006%
Tecoma stans	Yellow Elder	Tecoma	Bignoniaceae	1	0.006%
Yucca elephantipes	Giant Yucca	Yucca	Asparagaceae	1	0.006%
			Total	**16,080**	**100%**

Table 2.9: Current Citywide Live Tree Inventory.

VACANT SITES

Vacant sites were counted in the inventory report that carry a planting recommendation ‘Plant’, totaling 7,057 sites citywide. About 30% of all valid tree sites are empty, so the urban forest is roughly 70% stocked with live trees. A mapped vacant site in the inventory is an opportunity to plant a tree, not confirmation that a tree can be planted. The implementation of vacant site planting should be followed in the Planting Plan. A field verification of utilities, clearances, and site conditions by the City Tree Maintenance Supervisor remains necessary.

The vacant sites aren't evenly distributed. Most are in Districts 13 (608), 17 (551), and 20 (549), followed by Districts 2, 4, and 1 (roughly 475–520 each). Together, these six districts account for nearly half of all vacant sites. The fewest are in Districts 6 (71), 7 (142), and 21 (163), largely because those districts have fewer suitable planting sites.

District	Vacant Sites
1	476
2	517
3	175
4	498
5	318
6	71
7	142
8	341
9	319
10	417
11	378
12	257
13	608
14	185
15	256
16	268
17	551
18	261
19	307
20	549
21	163
Total	**7,057**

Table 2.10: Distribution of Vacant Sites Across Grid Pruning Districts.

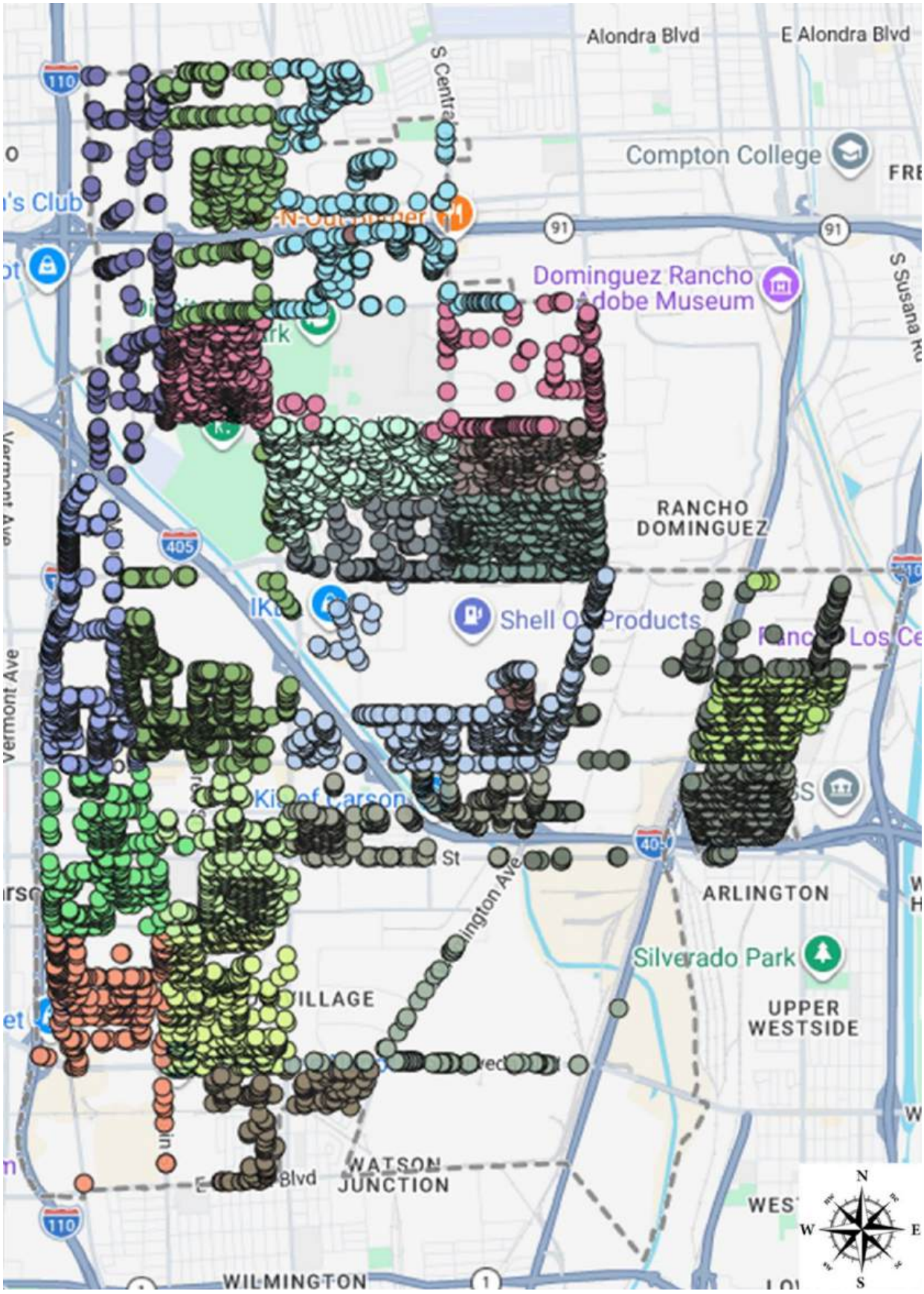


Figure 2.7: Citywide Vacant Site Map by Grid Pruning Districts.

TREE INVENTORY BY COUNCIL DISTRICT

The table below allocates the entire Master Inventory of 23,455 sites across the four council districts, categorized as live trees, vacant planting sites, and other sites (dead or declining trees flagged for removal, stumps, and unsuitable or obstructed sites). The final two columns show each district's share of the total inventory and its vacancy rate.

Council District	Live Trees	Vacant Sites	Other Sites	Total Sites	% of Inventory	Vacancy Rate
1	5,328	1,858	121	7,307	31.2%	25.4%
2	2,542	1,265	54	3,861	16.5%	32.8%
3	4,651	2,711	67	7,429	31.7%	36.5%
4	3,559	1,223	76	4,858	20.7%	25.2%
Total	**16,080**	**7,057**	**318**	**23,455**	**100.0%**	**30.1%**

Table 2.11: Distribution of Trees Across Council Districts.

Carson's 23,455 inventoried tree sites are recorded across four council districts. The inventory comprises 16,080 live trees (68.6%), 7,057 vacant sites (30.1%), and 318 other sites (1.4%). The other sites include dead or declining trees slated for removal, stumps, and unsuitable or obstructed sites. Living trees and vacant sites are unevenly distributed across the districts.

Council District 1 has the most live trees, with 5,328 (33.1% of all live trees), followed by District 3 with 4,651 (28.9%), District 4 with 3,559 (22.1%), and District 2 with the fewest at 2,542 (15.8%).

Vacant sites follow a different pattern. District 3 contains by far the most open sites, with 2,711 (38.4% of all vacancies), ahead of District 1 (1,858; 26.3%), District 2 (1,265; 17.9%), and District 4 (1,223; 17.3%). District 3 alone holds more than a third of all vacant sites in the city.

The remaining 318 sites are concentrated in District 1 (121), followed by District 4 (76), District 3 (67), and District 2 (54). District 1 has the most live trees, stumps, and trees flagged for removal.



CANOPY ANALYSIS

INTRODUCTION TO CANOPY COVER

The valuable benefits that the urban forest provides to the community depend on the species of trees, their age, health, and size at maturity. The amount of shade a tree can provide to reduce heat islands and cool homes and leisure areas is directly related to the area covered by the tree's canopy. The volume of greenhouse gases and other pollutants removed from the air through the leaves of plants, as part of the photosynthetic process, increases proportionally with canopy size.

The individual canopies of the component trees combine to form the canopy cover of an urban forest. Analyzing the canopy cover helps the Tree Maintenance Supervisor identify and prioritize planting schedules in areas with gaps in cover. The canopy cover analysis in this section identifies gaps and potential planting sites in the City of Carson Urban Forest as of the time of this plan's development (June 2026). Coverage gaps and potential planting sites are addressed later in this UFMP as part of the Strategic Plan.

METHODOLOGY

Existing multispectral aerial imagery from the United States Department of Agriculture, National Agricultural Imagery Program (NAIP) from 2024 (Figure 3.1) was used for the City of Carson Urban Forest canopy cover analysis. The imagery was analyzed by West Coast Arborists, Inc. (WCA) in 2026 using a deep learning U-Net (Pixel Classification) model on 4-band 60 cm NAIP 2024 imagery. The available data was analyzed using ESRI™ ArcGIS Pro Geographic Information System (GIS) software to create the landcover maps and coverage data presented below. Land cover has been divided into the following categories:

- Canopy Cover – Tree Canopy
- Impervious – Buildings
- Impervious – Roads, Parking, Paved
- Pervious – Bare Soil
- Pervious – Grass, Shrubs, Low Vegetation
- Water



CANOPY COVER ANALYSIS

Tree canopy cover for the City of Carson was 5.31% of the total land cover as of 2024, based on the GIS analysis. NAIP imagery is from 2024. (Figure 3.1). Street trees accounted for a large portion of the canopy cover shown in Figure 3.2.

The breakdown by Grid Pruning Districts is shown in Table 3.1 and in Figure 3.3.

Grid Pruning District	Total District Area (ft^2)	Tree Canopy Area (ft^2)	Canopy Cover (%)
District 1	7,549,705	1,256,266.99	16.64%
District 2	8,152,536	1,483,273.27	18.19%
District 3	45,602,192	1,698,651.29	3.72%
District 4	45,091,887	2,251,481.25	4.99%
District 5	18,811,014	1,348,739.35	7.17%
District 6	99,263,794	1,846,184.02	1.86%
District 7	14,684,042	582,842.99	3.97%
District 8	15,526,967	766,621.54	4.94%
District 9	14,969,872	990,669.59	6.62%
District 10	14,120,501	996,208.99	7.06%
District 11	17,837,297	806,022.39	4.52%
District 12	27,881,261	1,951,866.66	7.00%
District 13	43,193,296	1,643,984.26	3.81%
District 14	22,983,458	792,780.81	3.45%
District 15	21,474,024	930,699.74	4.33%
District 16	30,438,821	2,162,486.83	7.10%
District 17	42,009,964	3,582,272.58	8.53%
District 18	6,776,786	655,724.95	9.68%
District 19	11,456,496	836,606.84	7.30%
District 20	10,615,718	856,752.04	8.07%
District 21	9,374,948	578,583.09	6.17%
Citywide Total	**527,814,579**	**28,018,719.49**	**5.31%**

Table 3.1: 2024 Canopy Cover by Grid Pruning District.

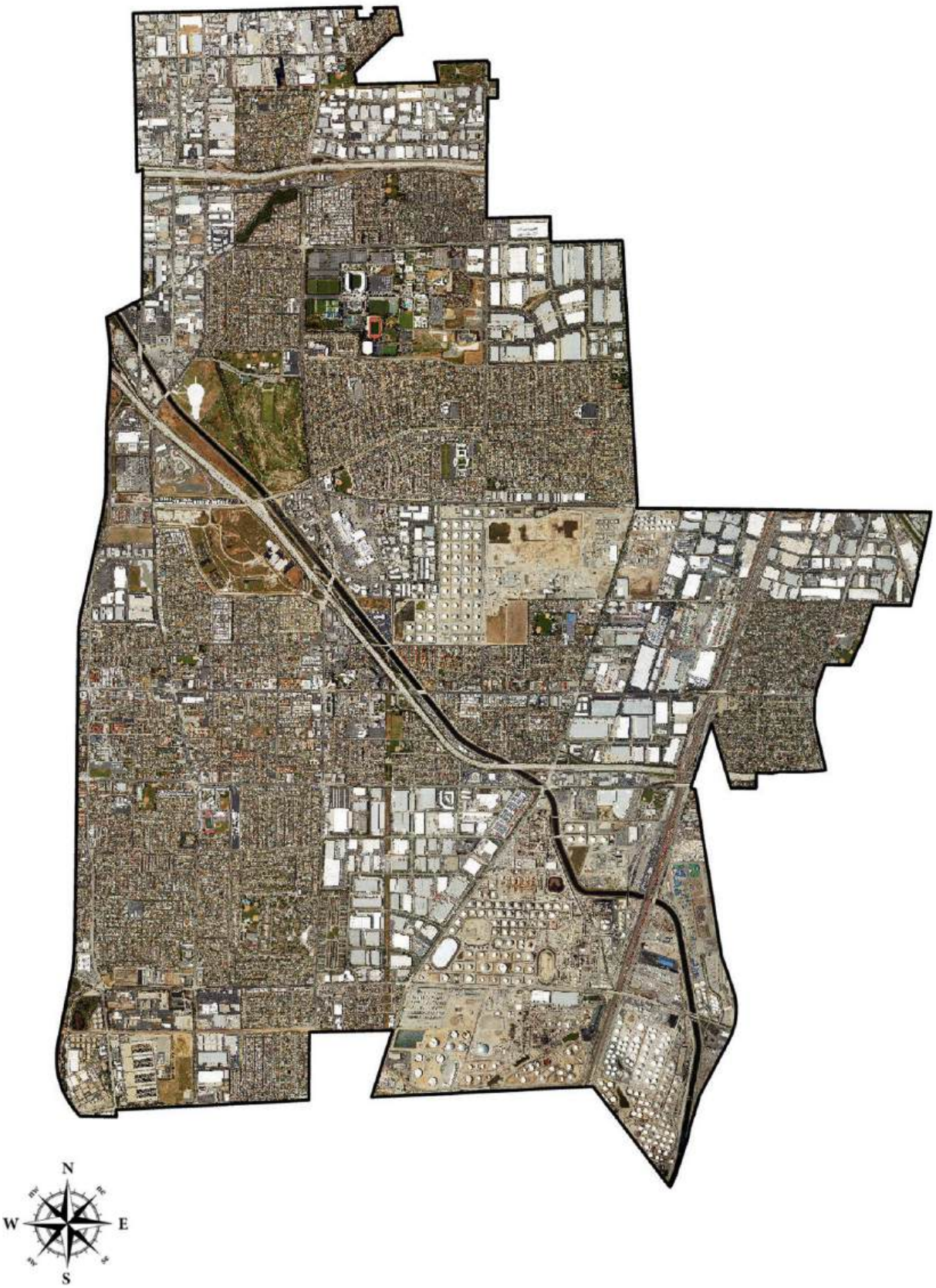


Figure 3.1: 2024 NAIP Imagery for the City of Carson

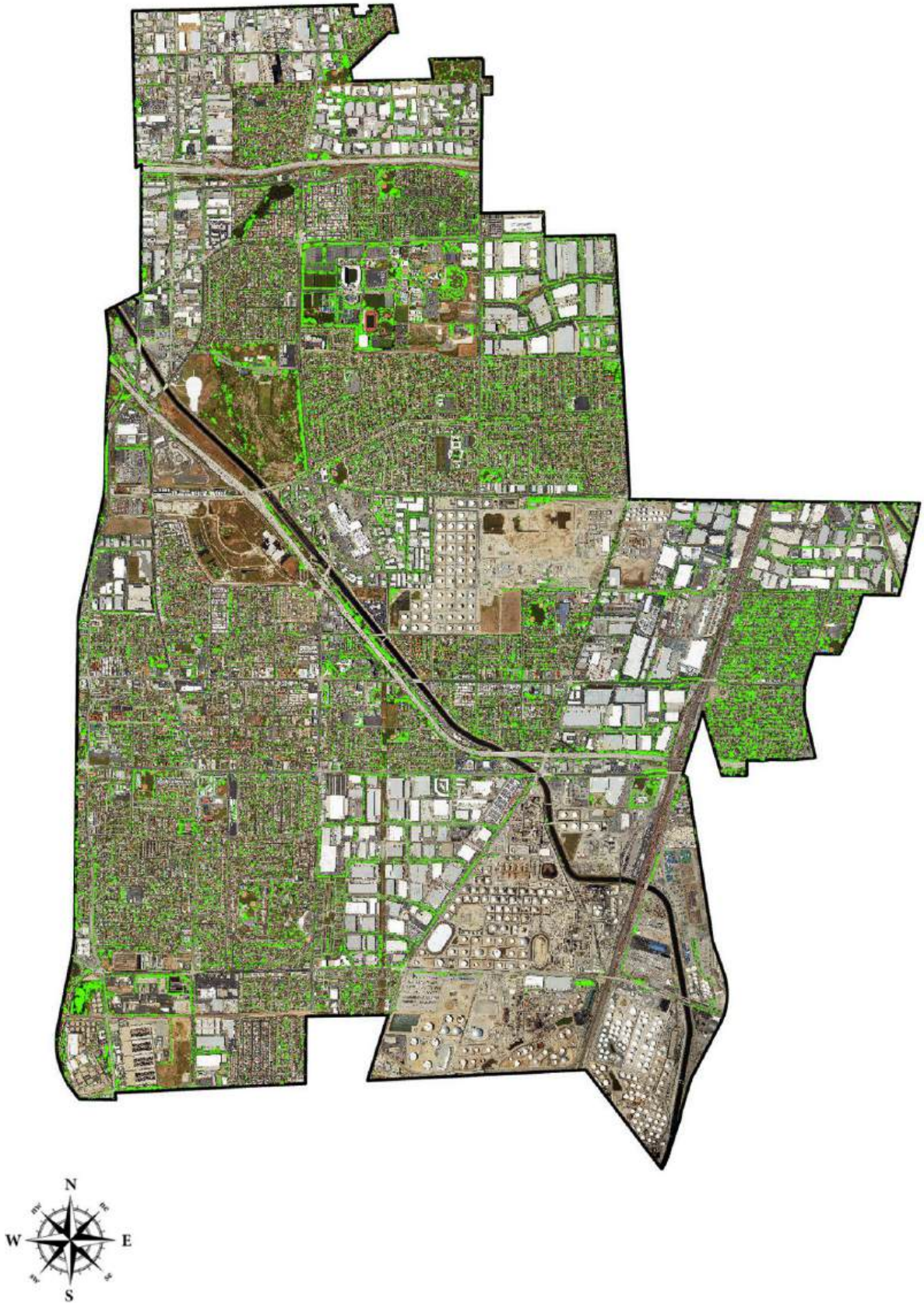


Figure 3.2: 2024 Citywide overview of canopy cover.

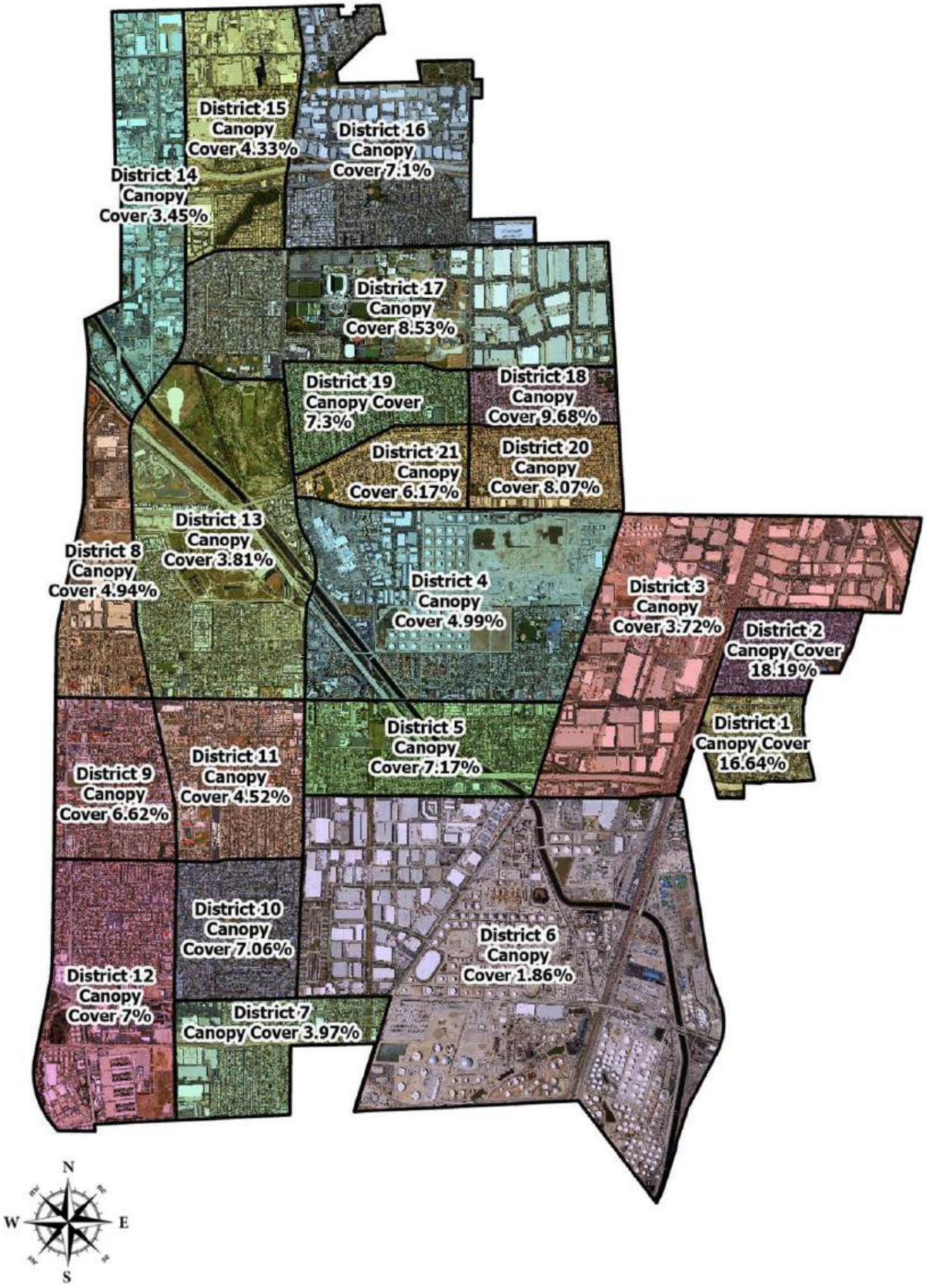


Figure 3.3: 2024 Canopy Cover by Grid Pruning District.

LAND COVER ANALYSIS

The distribution of land cover classes within the City of Carson is shown in Figure 3.25. Table 3.23 lists the percentage of cover for each cover class by Grid Pruning District.

Grid Pruning District	Canopy Cover – Tree Cover	Impervious		Pervious		Water
		Buildings	Roads, Parking, Paving	Bare Soil	Grass, Shrubs, Low Vegetation	
1	16.64%	39.46%	27.51%	1.44%	12.66%	0.15%
2	18.19%	48.41%	21.40%	0.57%	9.34%	0.13%
3	3.72%	45.99%	44.30%	1.01%	2.75%	0.27%
4	4.99%	26.27%	46.87%	10.58%	6.61%	2.98%
5	7.17%	37.04%	37.81%	1.35%	12.51%	2.62%
6	1.86%	35.02%	51.05%	4.15%	3.20%	3.20%
7	3.97%	47.79%	34.82%	3.33%	9.18%	0.18%
8	4.94%	29.66%	44.43%	6.02%	13.18%	0.05%
9	6.62%	45.65%	29.39%	1.93%	15.25%	0.22%
10	7.06%	40.64%	28.95%	1.68%	21.12%	0.15%
11	4.52%	45.18%	32.49%	1.94%	15.36%	0.11%
12	7.00%	37.43%	33.19%	8.30%	11.87%	0.64%
13	3.81%	19.19%	28.75%	15.70%	29.79%	2.03%
14	3.45%	39.87%	46.02%	2.60%	4.40%	1.32%
15	4.33%	44.04%	35.22%	2.02%	12.42%	0.09%
16	7.10%	45.83%	30.72%	2.88%	11.20%	0.13%
17	8.53%	31.11%	33.96%	5.77%	18.60%	0.11%
18	9.68%	43.96%	28.08%	1.11%	15.75%	0.38%
19	7.30%	46.73%	25.88%	1.16%	17.84%	0.19%
20	8.07%	46.61%	26.85%	0.92%	16.12%	0.39%
21	6.17%	42.91%	29.93%	2.48%	17.15%	0.22%
City Total	**5.31%**	**37.02%**	**38.53%**	**4.93%**	**11.44%**	**1.30%**

Table 3.2: Land Cover by Class by Grid Pruning District.

LAND COVER ANALYSIS OVERVIEW

Across 21 grid-pruning districts, the City of Carson spans 527,814,579 ft² and contains 28,018,719.49 ft² of existing tree canopy, yielding a citywide canopy cover of 5.31%. The land surface is predominantly impervious: buildings account for 37.02%, and roads, parking, and paving for 38.53%, for a combined impervious share of 75.55%. Pervious ground is limited, with grass, shrubs, and low vegetation at 11.44% and bare soil at 4.93% (16.37% combined). Water covers 1.30%. Tree canopy (5.31%) and the five reported land-cover classes together account for 98.53% of the city surface, leaving an unclassified/unreported remainder of 1.47%.

The overall relationship is one of extensive built and paved surface set against a comparatively thin layer of pervious ground and canopy. Roughly three-quarters of the city is impervious, while existing tree canopy occupies about one-twentieth of the land area. Because much of the pervious and open ground is concentrated in a small number of districts, citywide averages understate the variation between heavily industrialized districts and the more vegetated residential districts.

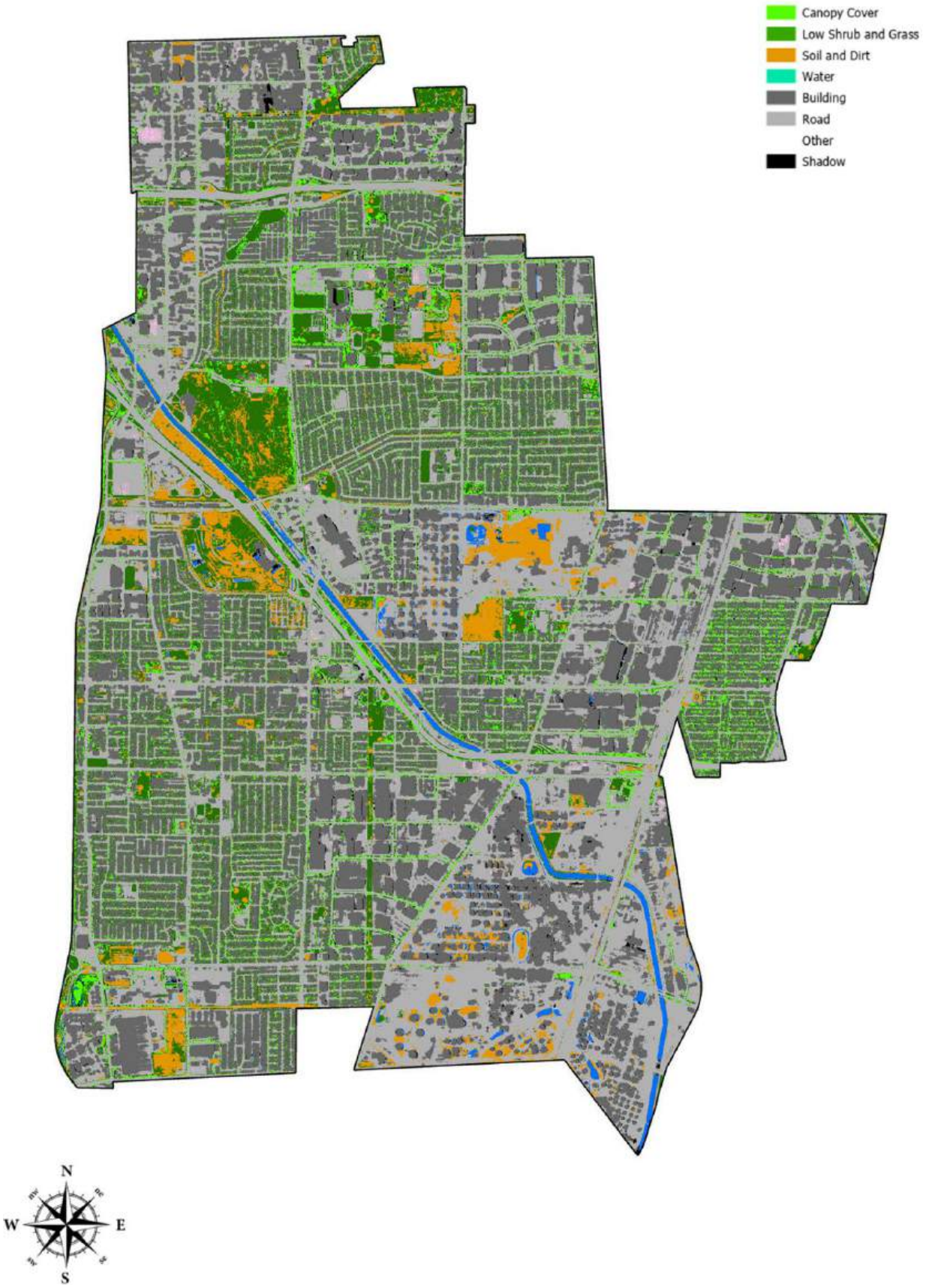


Figure 3.4: 2024 Citywide overview of land cover.

GRID PRUNING DISTRICT 1

The canopy cover of 16.64% is far above the citywide 5.31% and ranks second-highest in the city. Impervious surfaces total roughly 67%, which is moderate for Carson, alongside about 14% of pervious ground. With 477 vacant sites and already-substantial tree cover, the district combines a strong existing canopy with a meaningful opportunity to plant trees.

Category	District Value
Current Canopy Cover	16.64%
Existing Canopy Area (ft²)	1,256,266.99
Total District Area (ft²)	7,549,705
Vacant Planting Sites	476
Impervious — Buildings	39.46%
Impervious — Roads, Parking, Paving	27.51%
Pervious — Bare Soil	1.44%
Pervious — Grass, Shrubs, Low Vegetation	12.66%
Water	0.15%

Table 3.3: District 1 Canopy Cover and Land Cover Assessment.

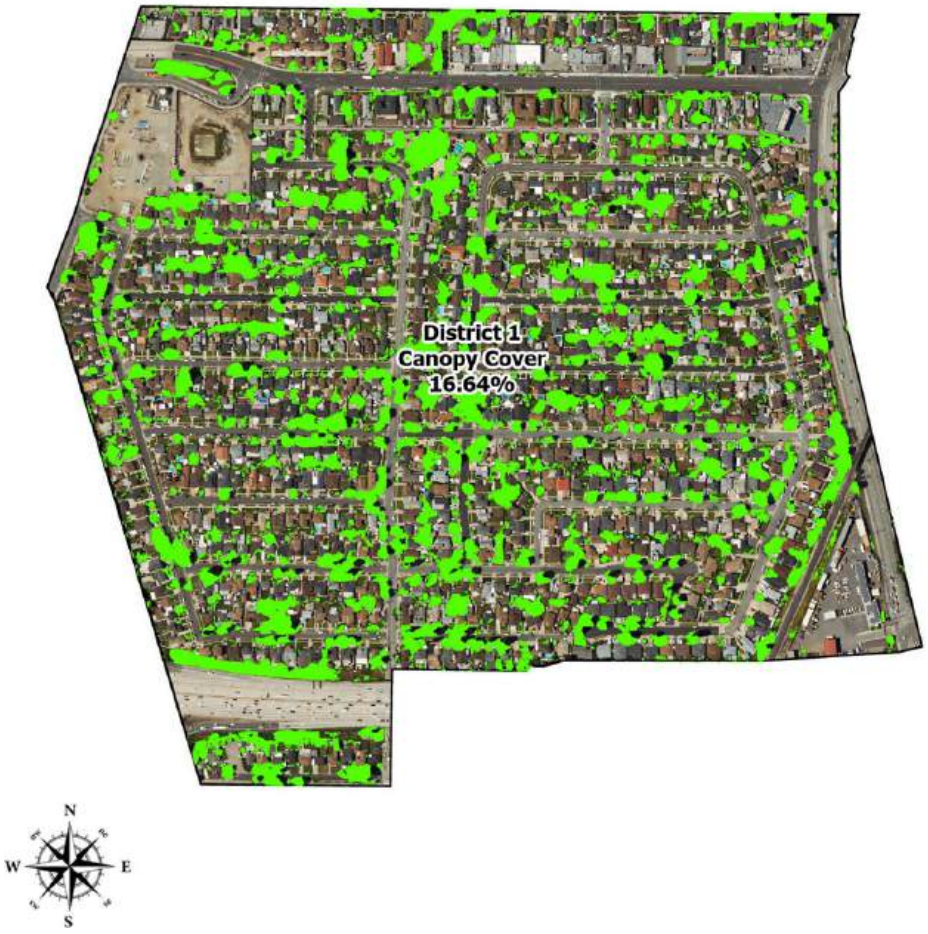


Figure 3.5: District 1 Canopy Cover.

GRID PRUNING DISTRICT 2

At 18.19%, canopy cover is the highest in the city, more than triple the citywide average. Buildings dominate the impervious footprint at 48.41%, and pervious ground is comparatively limited, near 10%. Despite dense development, 523 vacant sites form a large planting inventory. The remaining opportunity lies mainly in the street parkways rather than in open pervious land.

Category	District Value
Current Canopy Cover	18.19%
Existing Canopy Area (ft²)	1,483,273.27
Total District Area (ft²)	8,152,536
Vacant Planting Sites	517
Impervious — Buildings	48.41%
Impervious — Roads, Parking, Paving	21.40%
Pervious — Bare Soil	0.57%
Pervious — Grass, Shrubs, Low Vegetation	9.34%
Water	0.13%

Table 3.4: District 2 Canopy Cover and Land Cover Assessment.



Figure 3.6: District 2 Canopy Cover.

GRID PRUNING DISTRICT 3

Canopy cover of 3.72% falls well below the citywide 5.31%. The district is overwhelmingly impervious—buildings and paving combine to 90.29%, the highest in Carson—while pervious ground totals under 4%. Across a very large area (45.6 million ft²), only 175 vacant sites exist, sparse relative to size. Extensive impervious cover and minimal open ground indicate significant physical constraints on planting.

Category	District Value
Current Canopy Cover	3.72%
Existing Canopy Area (ft²)	1,698,651.29
Total District Area (ft²)	45,602,192
Vacant Planting Sites	175
Impervious — Buildings	45.99%
Impervious — Roads, Parking, Paving	44.30%
Pervious — Bare Soil	1.01%
Pervious — Grass, Shrubs, Low Vegetation	2.75%
Water	0.27%

Table 3.5: District 3 Canopy Cover and Land Cover Assessment.



Figure 3.7: District 3 Canopy Cover.

GRID PRUNING DISTRICT 4

Canopy cover of 4.99% is below the citywide average. Paving is extensive (roads and parking at 46.87%), but the district also has notable pervious ground—10.58% bare soil and 6.61% vegetation—plus the highest water share among districts (2.98%). Across a very large area, 501 vacant sites form a substantial inventory. Despite low canopy cover, the comparatively abundant pervious land suggests potential for canopy expansion.

Category	District Value
Current Canopy Cover	4.99%
Existing Canopy Area (ft²)	2,251,481.25
Total District Area (ft²)	45,091,887
Vacant Planting Sites	498
Impervious — Buildings	26.27%
Impervious — Roads, Parking, Paving	46.87%
Pervious — Bare Soil	10.58%
Pervious — Grass, Shrubs, Low Vegetation	6.61%
Water	2.98%

Table 3.6: District 4 Canopy Cover and Land Cover Assessment.



Figure 3.8: District 4 Canopy Cover.

GRID PRUNING DISTRICT 5

At 7.17%, canopy cover modestly exceeds the citywide average. Impervious surfaces are split roughly evenly between buildings and paving (about 75% combined), with roughly 14% pervious ground and an above-average water share. The district holds 322 vacant sites, a moderate vacant inventory. Land cover is typical of Carson's developed core, offering incremental rather than expansive planting opportunities.

Category	District Value
Current Canopy Cover	7.17%
Existing Canopy Area (ft²)	1,348,739.35
Total District Area (ft²)	18,811,014
Vacant Planting Sites	318
Impervious — Buildings	37.04%
Impervious — Roads, Parking, Paving	37.81%
Pervious — Bare Soil	1.35%
Pervious — Grass, Shrubs, Low Vegetation	12.51%
Water	2.62%

Table 3.7: District 5 Canopy Cover and Land Cover Assessment.



Figure 3.9: District 5 Canopy Cover.

GRID PRUNING DISTRICT 6

Canopy cover of 1.86% is the lowest in the entire city. The district is heavily paved—roads and parking alone reach 51.05%—with impervious cover totaling roughly 86% and pervious ground near 7%. Spanning 99.3 million ft², by far the largest district, it holds only 69 vacant sites, the fewest citywide. Extensive impervious land and minimal open ground signal severe physical planting constraints.

Category	District Value
Current Canopy Cover	1.86%
Existing Canopy Area (ft²)	1,846,184.02
Total District Area (ft²)	99,263,794
Vacant Planting Sites	71
Impervious — Buildings	35.02%
Impervious — Roads, Parking, Paving	51.05%
Pervious — Bare Soil	4.15%
Pervious — Grass, Shrubs, Low Vegetation	3.20%
Water	3.20%

Table 3.8: District 6 Canopy Cover and Land Cover Assessment.



Figure 3.10: District 6 Canopy Cover.

GRID PRUNING DISTRICT 7

Canopy cover of 3.97% is below the citywide average. Buildings are the largest single component (47.79%), and combined impervious cover reaches about 83%, leaving roughly 12% of the area as pervious ground. With 143 vacant sites in a mid-sized area, the vacant inventory is modest. High impervious coverage and limited open land indicate significant physical constraints.

Category	District Value
Current Canopy Cover	3.97%
Existing Canopy Area (ft²)	582,842.99
Total District Area (ft²)	14,684,042
Vacant Planting Sites	142
Impervious — Buildings	47.79%
Impervious — Roads, Parking, Paving	34.82%
Pervious — Bare Soil	3.33%
Pervious — Grass, Shrubs, Low Vegetation	9.18%
Water	0.18%

Table 3.9: District 7 Canopy Cover and Land Cover Assessment.



Figure 3.11: Grid Pruning District 7 Canopy Cover.

GRID PRUNING DISTRICT 8

Canopy cover of 4.94% is slightly below the citywide average. The district balances heavy paving (44.43%) with relatively strong vegetated ground (13.18% grass and shrubs) and above-average bare soil. It holds 354 vacant sites, a solid vacant inventory. The mix of moderate pervious land and a substantial number of vacant sites indicates reasonable planting potential despite the modest existing canopy.

Category	District Value
Current Canopy Cover	4.94%
Existing Canopy Area (ft²)	766,621.54
Total District Area (ft²)	15,526,967
Vacant Planting Sites	341
Impervious — Buildings	29.66%
Impervious — Roads, Parking, Paving	44.43%
Pervious — Bare Soil	6.02%
Pervious — Grass, Shrubs, Low Vegetation	13.18%
Water	0.05%

Table 3.10: District 8 Canopy Cover and Land Cover Assessment.



Figure 3.12: District 8 Canopy Cover.

GRID PRUNING DISTRICT 9

Canopy cover of 6.62% exceeds the citywide average. Buildings dominate impervious cover 45.65%, while grass and shrubs 15.25% give the district above-average vegetated ground. With 322 vacant sites, the vacant inventory is moderate. Established canopy above the citywide mean and reasonable pervious cover suggest steady, incremental planting opportunity.

Category	District Value
Current Canopy Cover	6.62%
Existing Canopy Area (ft²)	990,669.59
Total District Area (ft²)	14,969,872
Vacant Planting Sites	319
Impervious — Buildings	45.65%
Impervious — Roads, Parking, Paving	29.39%
Pervious — Bare Soil	1.93%
Pervious — Grass, Shrubs, Low Vegetation	15.25%
Water	0.22%

Table 3.11: District 9 Canopy Cover and Land Cover Assessment.

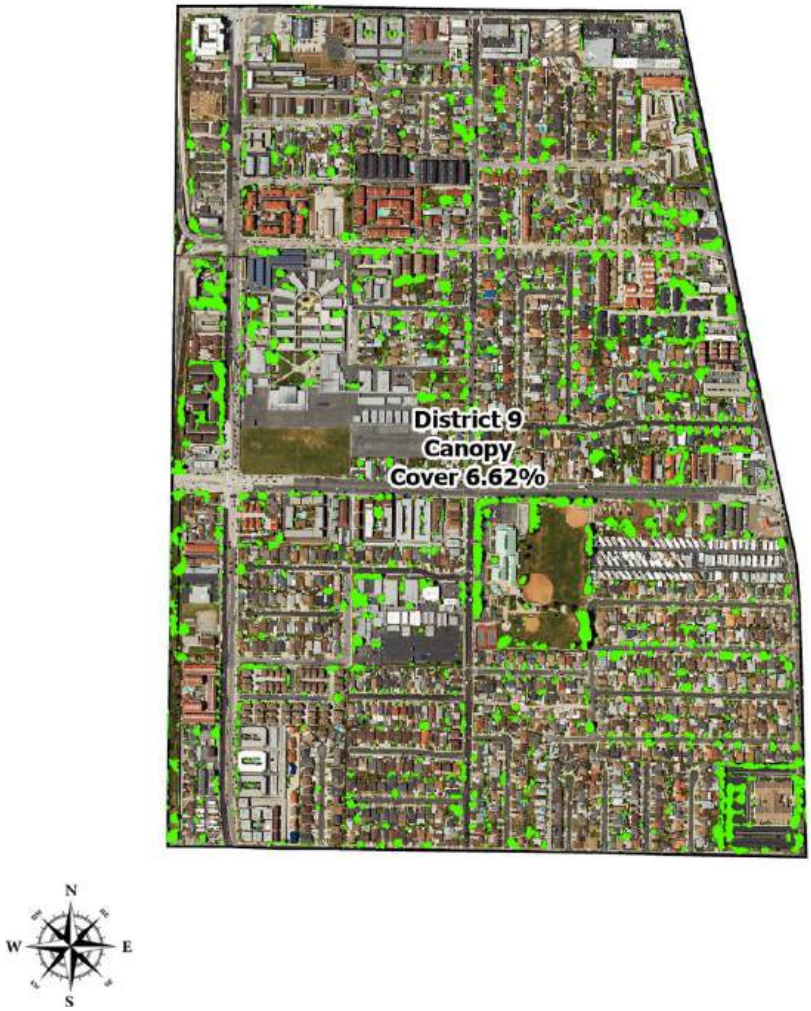


Figure 3.13: District 9 Canopy Cover.

GRID PRUNING DISTRICT 10

At 7.06%, canopy cover is above the citywide average. Grass, shrubs, and low vegetation reach 21.12%—among the highest in Carson—while impervious cover is moderate at about 70%. The district holds 421 vacant sites, a large vacant inventory. Strong pervious ground, combined with a substantial vacant site count, indicates strong planting potential.

Category	District Value
Current Canopy Cover	7.06%
Existing Canopy Area (ft²)	996,208.99
Total District Area (ft²)	14,120,501
Vacant Planting Sites	417
Impervious — Buildings	40.64%
Impervious — Roads, Parking, Paving	28.95%
Pervious — Bare Soil	1.68%
Pervious — Grass, Shrubs, Low Vegetation	21.12%
Water	0.15%

Table 3.12: District 10 Canopy Cover and Land Cover Assessment.



Figure 3.14: District 10 Canopy Cover.

GRID PRUNING DISTRICT 11

Canopy cover of 4.52% is below the citywide average. Buildings account for 45.18% of impervious cover, totaling nearly 78%, offset by roughly 17% of pervious vegetation. With 386 vacant sites, the district maintains a solid vacant inventory. Moderate open ground and a solid vacant site count offer a reasonable opportunity despite the limited current canopy.

Category	District Value
Current Canopy Cover	4.52%
Existing Canopy Area (ft²)	806,022.39
Total District Area (ft²)	17,837,297
Vacant Planting Sites	378
Impervious — Buildings	45.18%
Impervious — Roads, Parking, Paving	32.49%
Pervious — Bare Soil	1.94%
Pervious — Grass, Shrubs, Low Vegetation	15.36%
Water	0.11%

Table 3.13: District 11 Canopy Cover and Land Cover Assessment.



Figure 3.15: District 11 Canopy Cover.

GRID PRUNING DISTRICT 12

At 7.00%, canopy cover exceeds the citywide average. Land cover is relatively balanced, with 8.30% bare soil above average and moderate vegetation covering roughly 20% of the ground as pervious. The district has 262 vacant sites. A mix of established canopy and notable open ground suggests moderate planting potential for vacant sites.

Category	District Value
Current Canopy Cover	7.00%
Existing Canopy Area (ft²)	1,951,866.66
Total District Area (ft²)	27,881,261
Vacant Planting Sites	257
Impervious — Buildings	37.43%
Impervious — Roads, Parking, Paving	33.19%
Pervious — Bare Soil	8.30%
Pervious — Grass, Shrubs, Low Vegetation	11.87%
Water	0.64%

Table 3.14: District 12 Canopy Cover and Land Cover Assessment.



Figure 3.16: District 12 Canopy Cover.

GRID PRUNING DISTRICT 13

Canopy cover of 3.81% is well below the citywide average, yet land cover is unusual: impervious surfaces total only 47.94%, the lowest in Carson, while pervious ground reaches 45.49%, including 15.70% bare soil and 29.79% vegetation. With 613 vacant sites, the most of any district this large, this low-canopy district offers exceptional planting opportunities rather than constraints.

Category	District Value
Current Canopy Cover	3.81%
Existing Canopy Area (ft²)	1,643,984.26
Total District Area (ft²)	43,193,296
Vacant Planting Sites	608
Impervious — Buildings	19.19%
Impervious — Roads, Parking, Paving	28.75%
Pervious — Bare Soil	15.70%
Pervious — Grass, Shrubs, Low Vegetation	29.79%
Water	2.03%

Table 3.15: District 13 Canopy Cover and Land Cover Assessment.



Figure 3.17: District 13 Canopy Cover.

GRID PRUNING DISTRICT 14

Canopy cover of 3.45% ranks among the lowest in the city. Combined impervious cover reaches 85.89%, with paving alone at 46.02%, leaving only about 7% of the area as pervious ground. Across the district, there are 185 vacant sites, a modest vacant inventory. Very low canopy, extensive impervious cover, and scarce open land together indicate significant physical constraints.

Category	District Value
Current Canopy Cover	3.45%
Existing Canopy Area (ft²)	792,780.81
Total District Area (ft²)	22,983,458
Vacant Planting Sites	185
Impervious — Buildings	39.87%
Impervious — Roads, Parking, Paving	46.02%
Pervious — Bare Soil	2.60%
Pervious — Grass, Shrubs, Low Vegetation	4.40%
Water	1.32%

Table 3.16: District 14 Canopy Cover and Land Cover Assessment.



Figure 3.18: District 14 Canopy Cover.

GRID PRUNING DISTRICT 15

Canopy cover of 4.33% is below the citywide average. Buildings and paving together account for roughly 79% impervious cover, with about 14% pervious vegetation. The district holds 258 vacant sites, a moderate vacant inventory. Land cover is characteristic of Carson's built environment, offering incremental planting opportunities within a fairly constrained surface mix.

Category	District Value
Current Canopy Cover	4.33%
Existing Canopy Area (ft²)	930,699.74
Total District Area (ft²)	21,474,024
Vacant Planting Sites	256
Impervious — Buildings	44.04%
Impervious — Roads, Parking, Paving	35.22%
Pervious — Bare Soil	2.02%
Pervious — Grass, Shrubs, Low Vegetation	12.42%
Water	0.09%

Table 3.17: District 15 Canopy Cover and Land Cover Assessment.

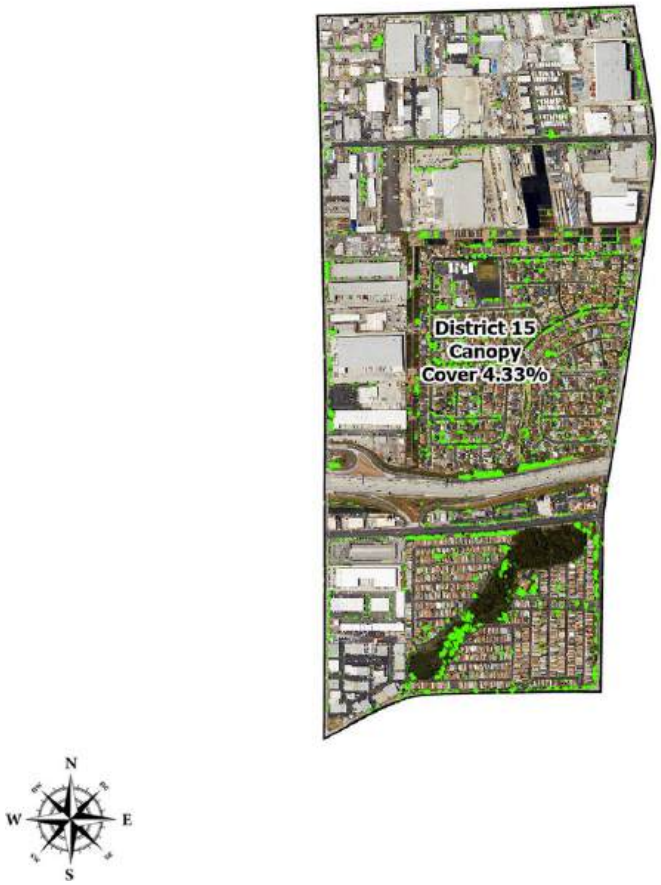


Figure 3.19: District 15 Canopy Cover.

GRID PRUNING DISTRICT 16

At 7.10%, canopy cover exceeds the citywide average. Buildings dominate impervious cover at 45.83%, which totals about 77%, with roughly 14% pervious ground. The district holds 269 vacant sites. Established canopy above the citywide mean, paired with a moderate vacant site inventory, suggests steady planting opportunities.

Category	District Value
Current Canopy Cover	7.10%
Existing Canopy Area (ft²)	2,162,486.83
Total District Area (ft²)	30,438,821
Vacant Planting Sites	268
Impervious — Buildings	45.83%
Impervious — Roads, Parking, Paving	30.72%
Pervious — Bare Soil	2.88%
Pervious — Grass, Shrubs, Low Vegetation	11.20%
Water	0.13%

Table 3.18: District 16 Canopy Cover and Land Cover Assessment.



Figure 3.20: District 16 Canopy Cover.

GRID PRUNING DISTRICT 17

Canopy cover of 8.53% is well above the citywide average and ranks fourth-highest in Carson. Impervious cover is moderate at about 65%, while grass and shrubs reach 18.60%, yielding above-average pervious ground. With 556 vacant sites, the second-largest inventory across a very large area, the district combines a strong existing canopy with substantial additional planting opportunity.

Category	District Value
Current Canopy Cover	8.53%
Existing Canopy Area (ft²)	3,582,272.58
Total District Area (ft²)	42,009,964
Vacant Planting Sites	551
Impervious — Buildings	31.11%
Impervious — Roads, Parking, Paving	33.96%
Pervious — Bare Soil	5.77%
Pervious — Grass, Shrubs, Low Vegetation	18.60%
Water	0.11%

Table 3.19: District 17 Canopy Cover and Land Cover Assessment.



Figure 3.21: District 17 Canopy Cover.

GRID PRUNING DISTRICT 18

Canopy cover of 9.68% is well above the citywide average and ranks third-highest in the city. Buildings account for 43.96% of impervious cover, with about 17% pervious vegetation. The district is the smallest by area (6.78 million ft²) yet holds 262 vacant sites, a dense vacant inventory relative to size. Strong canopy and ample opportunities indicate high planting potential.

Category	District Value
Current Canopy Cover	9.68%
Existing Canopy Area (ft²)	655,724.95
Total District Area (ft²)	6,776,786
Vacant Planting Sites	261
Impervious — Buildings	43.96%
Impervious — Roads, Parking, Paving	28.08%
Pervious — Bare Soil	1.11%
Pervious — Grass, Shrubs, Low Vegetation	15.75%
Water	0.38%

Table 3.20: District 18 Canopy Cover and Land Cover Assessment.



Figure 3.22: District 18 Canopy Cover.

GRID PRUNING DISTRICT 19

At 7.30%, canopy cover exceeds the citywide average. Buildings account for 46.73% of impervious cover, and together with other impervious surfaces, they total about 73%, with roughly 19% as pervious vegetation. The district holds 308 vacant sites, a solid vacant inventory. Above average canopy and a reasonable vacant site count together indicate favorable planting opportunities.

Category	District Value
Current Canopy Cover	7.30%
Existing Canopy Area (ft²)	836,606.84
Total District Area (ft²)	11,456,496
Vacant Planting Sites	307
Impervious — Buildings	46.73%
Impervious — Roads, Parking, Paving	25.88%
Pervious — Bare Soil	1.16%
Pervious — Grass, Shrubs, Low Vegetation	17.84%
Water	0.19%

Table 3.21: District 19 Canopy Cover and Land Cover Assessment.



Figure 3.23: District 19 Canopy Cover.

GRID PRUNING DISTRICT 20

Canopy cover of 8.07% is well above the citywide average. Buildings account for 46.61% of impervious cover, with about 17% pervious ground. Across a relatively compact area, the district holds 550 vacant sites—the third-largest inventory citywide. Strong existing canopy, combined with a large number of vacant sites relative to district size, signals excellent planting potential.

Category	District Value
Current Canopy Cover	8.07%
Existing Canopy Area (ft²)	856,752.04
Total District Area (ft²)	10,615,718
Vacant Planting Sites	549
Impervious — Buildings	46.61%
Impervious — Roads, Parking, Paving	26.85%
Pervious — Bare Soil	0.92%
Pervious — Grass, Shrubs, Low Vegetation	16.12%
Water	0.39%

Table 3.22: District 20 Canopy Cover and Land Cover Assessment.



Figure 3.24: District 20 Canopy Cover.

GRID PRUNING DISTRICT 21

Canopy cover of 6.17% exceeds the citywide average. Buildings dominate impervious cover at 42.91%, while grass and shrubs at 17.15% provide above-average vegetated ground. The district holds 172 vacant sites, a relatively small inventory. Established canopy above the citywide mean pairs with a limited vacant site count, suggesting modest incremental opportunity.

Category	District Value
Current Canopy Cover	6.17%
Existing Canopy Area (ft²)	578,583.09
Total District Area (ft²)	9,374,948
Vacant Planting Sites	163
Impervious — Buildings	42.91%
Impervious — Roads, Parking, Paving	29.93%
Pervious — Bare Soil	2.48%
Pervious — Grass, Shrubs, Low Vegetation	17.15%
Water	0.22%

Table 3.23: District 21 Canopy Cover and Land Cover Assessment.



Figure 3.25: District 21 Canopy Cover.

DISTRICTS WITH THE LOWEST CANOPY COVER

The five districts with the lowest canopy cover are listed below, starting with the lowest. Low canopy cover alone does not indicate a constraint; instead, the interpretation distinguishes districts with significant open-ground or vacant site potential from those that are physically restricted.

Rank	District	Canopy %	Canopy Area (ft²)	District Area (ft²)	Vacant Sites
1	District 6	1.86%	1,846,184.02	99,263,794	71
2	District 14	3.45%	792,780.81	22,983,458	185
3	District 3	3.72%	1,698,651.29	45,602,192	175
4	District 13	3.81%	1,643,984.26	43,193,296	608
5	District 7	3.97%	582,842.99	14,684,042	142

Table 3.24: Districts with Low Canopy Cover.

District 6 (1.86%) is the lowest-canopy district and the most physically constrained: it is the largest district (99.3M ft²), roughly 86% impervious, and contains only 69 vacant sites. District 14 (3.45%) and District 3 (3.72%) are likewise heavily impervious (86% and 90%), with scarce open ground and modest vacant inventories, indicating limited expansion capacity. District 7 (3.97%) is similarly constrained, though at a smaller scale. District 13 (3.81%) is the clear exception — despite low canopy, it has the lowest impervious share in the city (47.94%), abundant pervious ground (45.49%), and the largest vacant-site inventory (613), giving it exceptional expansion potential.

DISTRICTS WITH THE HIGHEST CANOPY COVER

Rank	District	Canopy %	Canopy Area (ft²)	District Area (ft²)	Vacant Sites
1	District 2	18.19%	1,483,273.27	8,152,536	517
2	District 1	16.64%	1,256,266.99	7,549,705	476
3	District 18	9.68%	655,724.95	6,776,786	261
4	District 17	8.53%	3,582,272.58	42,009,964	551
5	District 20	8.07%	856,752.04	10,615,718	549

Table 3.25: Districts with High Canopy Cover.

Districts 2 (18.19%) and 1 (16.64%) significantly surpass other city districts, with canopy coverage roughly three times the citywide average, due to established, mostly residential tree cover on relatively small areas. Districts 18, 17, and 20 range from 8% to 9.7%, still notably above the city average of 5.31%. These districts are characterized by smaller to moderate sizes (except for District 17) and lower impervious surface or greater vegetated ground, enabling denser canopy growth compared to the overall city.

GREATEST VACANT SITE COUNT BY DISTRICT

Rank	District	Vacant Sites	Canopy %	Pervious Land Cover	Opportunity Interpr.
1	District 13	608	3.81%	Bare 15.70% / Grass 29.79%	Very high — large, low-impervious
2	District 17	551	8.53%	Bare 5.77% / Grass 18.60%	High — large area, strong pervious
3	District 20	549	8.07%	Bare 0.92% / Grass 16.12%	High — relative to compact size
4	District 2	517	18.19%	Bare 0.57% / Grass 9.34%	Incremental — canopy already high
5	District 4	498	4.99%	Bare 10.58% / Grass 6.61%	Substantial

Table 3.26: Greatest Vacant Site Count by District.

Vacant site count alone does not indicate the greatest proportional opportunity. District 13 leads in both count (608) and proportional potential: it is a large district with the lowest impervious share and the most pervious ground in the city, so its inventory is well supported by open land. District 4 pairs a substantial count (498) with abundant bare soil across a very large area. District 20 offers a high count relative to its compact size. By contrast, District 2's large inventory (517) sits atop an already city-leading canopy and limited pervious ground, so its additions are more incremental than transformative.

MOST CONSTRAINED DISTRICTS

Constraints are evaluated through a transparent, multi-factor approach that considers the combined impervious percentage, available pervious ground, vacant site count, current canopy, and district size. A low canopy by itself is not classified as a constraint.

Rank	District	Impervious	Pervious	Vacant	Canopy	Basis for Ranking
1	District 6	86.07%	7.35%	71	1.86%	Largest area; fewest vacant sites
2	District 3	90.29%	3.76%	175	3.72%	Highest impervious; least pervious
3	District 14	85.89%	7.00%	185	3.45%	High impervious; scarce open ground
4	District 7	82.61%	12.51%	142	3.97%	High impervious; few vacant sites
5	District 15	79.26%	14.44%	256	4.33%	Built-out surface mix

Table 3.27: Most Constrained Districts.

These five share very high impervious cover, minimal pervious ground, and low canopy. District 6 ranks as the most constrained because its severe impervious cover and the city's largest area are paired with the fewest vacant sites (71). District 3 has the highest impervious share (90.29%) and the least pervious ground (3.76%) in the city. Districts 14, 7, and 15 follow, each built out with limited open land and modest inventories.

Distinguishing among low-canopy districts is essential. District 13 is low-canopy (3.81%) but is NOT constrained. It has the city's lowest impervious share and the largest vacant inventory (608), representing meaningful planting capacity. Districts 6, 3, and 14 are low-canopy AND physically limited by impervious cover and scarce open ground. Separately, several highly impervious districts nonetheless carry substantial inventoried vacant site counts, notably District 20 (73.46% impervious, 549 sites), District 17 (65.07% impervious, 551 sites), and District 2 (69.81% impervious, 517 sites). In these districts, opportunity exists chiefly within the street and on parcels rather than on open pervious land.

CITYWIDE COMPARISON TABLES

Districts Ranked by Canopy Cover (Lowest to Highest)

Rank	District	Canopy %	Canopy Area (ft²)	District Area (ft²)
1	District 6	1.86%	1,846,184.02	99,263,794
2	District 14	3.45%	792,780.81	22,983,458
3	District 3	3.72%	1,698,651.29	45,602,192
4	District 13	3.81%	1,643,984.26	43,193,296
5	District 7	3.97%	582,842.99	14,684,042
6	District 15	4.33%	930,699.74	21,474,024
7	District 11	4.52%	806,022.39	17,837,297
8	District 8	4.94%	766,621.54	15,526,967
9	District 4	4.99%	2,251,481.25	45,091,887
10	District 21	6.17%	578,583.09	9,374,948
11	District 9	6.62%	990,669.59	14,969,872
12	District 12	7.00%	1,951,866.66	27,881,261
13	District 10	7.06%	996,208.99	14,120,501
14	District 16	7.10%	2,162,486.83	30,438,821
15	District 5	7.17%	1,348,739.35	18,811,014
16	District 19	7.30%	836,606.84	11,456,496
17	District 20	8.07%	856,752.04	10,615,718
18	District 17	8.53%	3,582,272.58	42,009,964
19	District 18	9.68%	655,724.95	6,776,786
20	District 1	16.64%	1,256,266.99	7,549,705
21	District 2	18.19%	1,483,273.27	8,152,536

Table 3.28: Districts Ranked by Canopy Cover.

Districts Ranked by Vacant Planting Sites (Greatest to Fewest)

Rank	District	Vacant Sites	Canopy %	Pervious (Bare+Grass)
1	District 13	608	3.81%	45.49%
2	District 17	551	8.53%	24.37%
3	District 20	549	8.07%	17.04%
4	District 2	517	18.19%	9.91%
5	District 4	498	4.99%	17.19%
6	District 1	476	16.64%	14.10%
7	District 10	417	7.06%	22.80%
8	District 11	378	4.52%	17.30%
9	District 8	341	4.94%	19.20%
10	District 9	319	6.62%	17.18%
11	District 5	318	7.17%	13.86%
12	District 19	307	7.30%	19.00%
13	District 16	268	7.10%	14.08%
14	District 18	261	9.68%	16.86%
15	District 12	257	7.00%	20.17%
16	District 15	256	4.33%	14.44%
17	District 14	185	3.45%	7.00%
18	District 3	175	3.72%	3.76%
19	District 21	163	6.17%	19.63%
20	District 7	142	3.97%	12.51%
21	District 6	71	1.86%	7.35%

Table 3.29: Vacant Sites Ranked by District.

Districts Ranked by Combined Impervious Cover (Highest to Lowest)

Rank	District	Impervious Total	Buildings	Roads/Paving	Canopy %
1	District 3	90.29%	45.99%	44.30%	3.72%
2	District 6	86.07%	35.02%	51.05%	1.86%
3	District 14	85.89%	39.87%	46.02%	3.45%
4	District 7	82.61%	47.79%	34.82%	3.97%
5	District 15	79.26%	44.04%	35.22%	4.33%
6	District 11	77.67%	45.18%	32.49%	4.52%
7	District 16	76.55%	45.83%	30.72%	7.10%
8	District 9	75.04%	45.65%	29.39%	6.62%
9	District 5	74.85%	37.04%	37.81%	7.17%
10	District 8	74.09%	29.66%	44.43%	4.94%
11	District 20	73.46%	46.61%	26.85%	8.07%
12	District 4	73.14%	26.27%	46.87%	4.99%
13	District 21	72.84%	42.91%	29.93%	6.17%
14	District 19	72.61%	46.73%	25.88%	7.30%
15	District 18	72.04%	43.96%	28.08%	9.68%
16	District 12	70.62%	37.43%	33.19%	7.00%
17	District 2	69.81%	48.41%	21.40%	18.19%
18	District 10	69.59%	40.64%	28.95%	7.06%
19	District 1	66.97%	39.46%	27.51%	16.64%
20	District 17	65.07%	31.11%	33.96%	8.53%
21	District 13	47.94%	19.19%	28.75%	3.81%

Table 3.30: Impervious Cover Ranked by District.

URBAN HEAT ISLAND EFFECT

The urban heat island effect refers to the phenomenon where urban or metropolitan areas experience higher temperatures than their surrounding rural areas. This occurs because buildings, roads, and other infrastructure absorb and retain heat more than natural landscapes, such as forests and water bodies. As a result, cities become significantly warmer, especially during the evening. The urban heat island effect can lead to increased energy consumption, elevated air pollution and greenhouse gas emissions, and negative impacts on human health and water quality (U.S. Environmental Protection Agency, 2023).

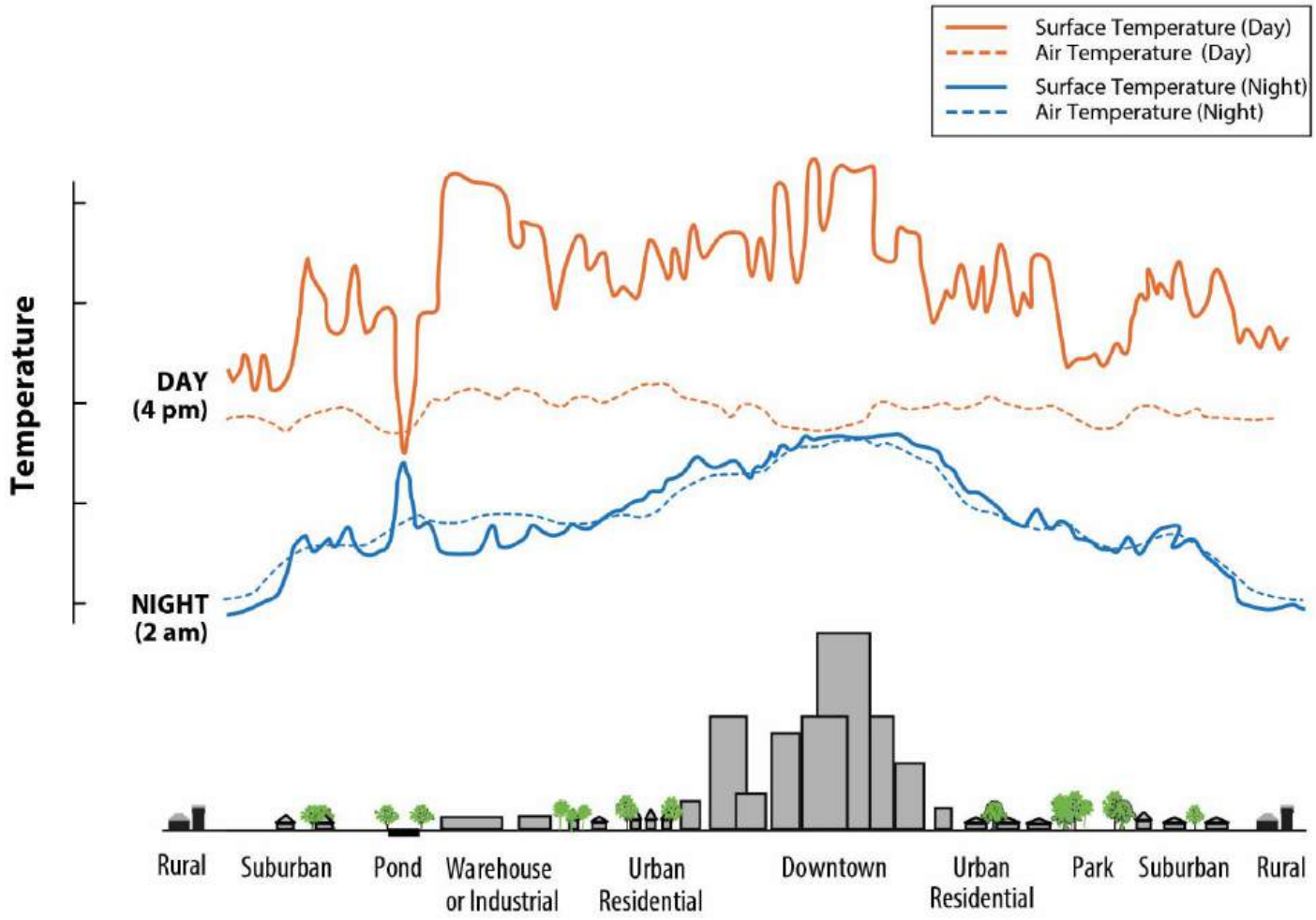


Figure 3.26: Heat Island Effect Diagram (US EPA).

POTENTIAL CANOPY GROWTH FROM VACANT SITES

A citywide projection of canopy growth that could be achieved if all inventoried vacant planting sites were planted and trees were maintained over a 10-year period. The projection is based on the following assumptions: each newly planted tree contributes approximately 200 square feet of canopy at 10 years (gross canopy potential), and an 80% survival rate yields approximately 160 square feet of effective canopy per tree (survival-adjusted canopy potential). Potential added canopy cover is calculated as the projected canopy area divided by the total district land area.

District	Vacant Sites	10-Yr Gross Canopy (ft²)	10-Yr Survival-Adj. Canopy (ft²)	Added Canopy % (Gross)	Added Canopy % (Survival-Adj.)
1	476	95,200	76,160	1.26%	1.01%
2	517	103,400	82,720	1.27%	1.01%
3	175	35,000	28,000	0.08%	0.06%
4	498	99,600	79,680	0.22%	0.18%
5	318	63,600	50,880	0.34%	0.27%
6	71	14,200	11,360	0.01%	0.01%
7	142	28,400	22,720	0.19%	0.15%
8	341	68,200	54,560	0.44%	0.35%
9	319	63,800	51,040	0.43%	0.34%
10	417	83,400	66,720	0.59%	0.47%
11	378	75,600	60,480	0.42%	0.34%
12	257	51,400	41,120	0.18%	0.15%
13	608	121,600	97,280	0.28%	0.23%
14	185	37,000	29,600	0.16%	0.13%
15	256	51,200	40,960	0.24%	0.19%
16	268	53,600	42,880	0.18%	0.14%
17	551	110,200	88,160	0.26%	0.21%
18	261	52,200	41,760	0.77%	0.62%
19	307	61,400	49,120	0.54%	0.43%
20	549	109,800	87,840	1.03%	0.83%
21	163	32,600	26,080	0.35%	0.28%
Citywide	**7,057**	**1,411,400**	**1,129,120**	**0.27%**	**0.21%**

Table 3.31: 10-Year Canopy Growth Potential by Grid Pruning District.

Council District	Vacant Sites	10-Yr Gross Canopy (ft²)	10-Yr Survival-Adj. Canopy (ft²)
1	1,858	371,600	297,280
2	1,265	253,000	202,400
3	2,711	542,400	433,760
4	1,223	244,600	195,680
Total	**7,057**	**1,411,400**	**1,129,120**

Table 3.32: 10-Year Canopy Growth Potential by Council District.

If all 7,057 inventoried vacant planting sites across the City of Carson were planted, the gross 10-year canopy potential would be approximately 1,411,400 square feet, equivalent to an added 0.27% of total citywide land area. Applying an 80% survival rate, the survival-adjusted 10-year canopy potential would be approximately 1,129,120 square feet, or an added 0.21% of total citywide land area. Combined with the existing citywide canopy cover of 5.31%, full planting would raise citywide canopy cover to approximately 5.58% (gross) or 5.52% (survival-adjusted) within ten years.

To maintain and grow citywide canopy cover every 10 years, the City of Carson must pair new tree plantings with the preservation of existing mature trees on private and public property. Mature trees provide the highest immediate canopy cover, while young and middle-aged trees represent the current and future canopy. Sustained canopy growth depends on protecting mature trees from avoidable loss and providing the care necessary for younger trees to establish, thrive, and mature over time.

CANOPY GOALS

Increasing overall canopy cover throughout the City of Carson's Urban Forest is a top priority to maximize the benefits provided to the community. The general canopy cover goal for the City of Carson is to increase canopy cover by 3-5% every 10 years, above the baseline. Canopy cover tends to be dynamic in the urban forest. Mature trees nearing the end of their lifespan, or trees impacted by pests or disease, may begin to decline and will need to be replaced. Young trees take time to develop canopies comparable to those of the trees they are replacing, creating temporary gaps in cover. The canopy cover in areas dominated by young trees will continue to increase as these trees mature.

To achieve a significant long-term increase in overall canopy cover, the following management actions are proposed:

- Replace each large mature tree that is removed at a 4:1 ratio. Additionally, replace any newly planted tree that fails to establish at a 1:1 ratio to ensure sustained canopy growth.
- Develop a planting plan, in coordination with the Tree Maintenance Supervisor, to verify vacant sites for planting. Criteria should be established to determine valid planting sites and identify unsuitable sites. There are currently 7,057 vacant planting sites.
- Increasing canopy cover by 3% every 10 years. Planting 355 trees per year in vacant sites would take 20 years to reach 7,100 trees. While new trees will not immediately impact canopy cover, consistent planting will yield substantial long-term gains.
- Promote tree planting at school sites—focusing on athletic field perimeters and strategic interior locations where trees will not interfere—as well as in commercial and residential construction projects during plan reviews to further expand the urban forest.
- Tree preservation of existing mature trees. Mature trees provide the highest immediate canopy cover and environmental benefits. Sustained canopy growth depends on protecting mature trees from avoidable loss and providing the tree care necessary for younger trees to establish, thrive, and mature over time.

Working with residential, industrial, and commercial property owners to encourage the installation of trees in areas that do not conflict with property use. Green roof systems and rooftop tree planters will also increase canopy cover over land areas dominated by buildings, reduce the urban heat island effect, and enhance environmental benefits for the community.



URBAN FOREST OPERATIONS

GOALS AND OBJECTIVES

Sustainability in an urban forest requires regular, well-planned management. To develop the cohesive guidance structure discussed earlier in the Vision Section, it is essential that the City of Carson has a clear set of operational policies and procedures that will support an urban forest capable of providing the maximum possible benefits for the community. This section of the UFMP evaluates current City operational practices and provides a framework for standardized, efficient operational policies in accordance with ANSI Standards and ISA Best Management Practices.

SPECIAL ZONES, HISTORICAL ZONES, GROVES

Designated heritage trees, historical groves, and official designations for large, mature trees that may have historical significance, be important to the community, have unique structure, or be considered a specimen tree for a particular species may be established by the City of Carson and will require specialized maintenance.

SŌKA SISTER-CITY JAPANESE BLACK PINES



Carson's urban forest symbolizes both the city's environmental past and its enduring international ties with Sōka, Japan. The sister-city relationship was officially formed on November 19, 1979, aiming to foster cultural, educational, civic, sports, and economic exchanges as well as to enhance friendship and mutual understanding.

Trees have long served as an enduring symbol of this relationship. In June 1984, Sōka donated approximately 10,000 seeds from its designated city tree to Carson. This historical account identifies the seeds as Japanese Black Pine (*Pinus thunbergii*), reflecting Sōka's connection between its municipal tree and the Japanese Black Pines lining the historic Sōka Matsubara pine avenue. The Japanese Black Pine is a vital symbol of Sōka's history, culture, and community identity.

In February 1988, a 32-member delegation led by Sōka Mayor Hiroshi Imai visited Carson to mark the city's 20th anniversary. During the visit, they planted a Japanese Black Pine (*Pinus thunbergii*), officially known as the "Sōka pine" in Sōka's records. This act created a lasting cultural symbol of the friendship between the two cities.

The commemorative tree remained acknowledged for decades. In September 2019, during the 40th anniversary of the sister-city partnership, Sōka representatives visited Carson to examine the pine planted by the 1988 delegation. This ongoing recognition highlights the historical and cultural importance that individual trees can embody within Carson's urban forest.

The combined efforts of the 1984 seed donation and the 1988 commemorative planting serve as recognized cultural contributions to Carson's urban forest. Today, 35 Japanese Black Pines (*Pinus thunbergii*) are located throughout the city, reflecting the enduring legacy of these efforts. Notably, the pine planted by the 1988 delegation on Del Amo Blvd still stands, serving as a living symbol of international friendship, civic pride, and Carson's community history.

PUBLIC WORKS DEPARTMENT

The Public Works Department is committed to providing a safe, clean, and healthy environment for the City of Carson. Through the design, construction, maintenance, and management of the municipal infrastructure, Public Works seeks to enhance the community's overall quality of life.

The Public Works Department oversees 16,080 live trees and 7,057 vacant planting sites located along street rights-of-way, medians, parks, and City facilities. The Urban Forestry Program is carried out by a team that includes one Tree Maintenance Supervisor, one Senior Tree Trimmer, four Assistant Tree Trimmers, and one Equipment Operator, along with support from 8 full-time contract staff. The department manages a three-year grid pruning cycle for 13,882 trees and an annual cycle for 2,198 palms, figs, elms, and coral trees. It also handles service requests, removals, inspections, and the planting and care of new trees.

Trees that are cut down for necessity are processed into wood chips and used in various locations throughout the City. These wood chips provide attractive ground cover and help control weed growth. Mulch also conserves water and supports beneficial soil bioactivity, thereby improving tree health and resilience.

City trees fall into three categories:

- Street / Parkway
- Median
- Park / Facility

The Supervisor works closely with the tree contractor to map every City-owned tree and record all inspections and work for each tree. Data is collected annually, and all tree categories are updated on a three-year cycle.

MAINTENANCE PROGRAM

Where practical and financially feasible, the City of Carson maintains the trees in the Urban Forest according to American National Standards Institute (ANSI) A300 standards and International Society of Arboriculture (ISA) Best Management Practices. The City of Carson Tree Maintenance Program presented in this section includes tree inspections, scheduled grid pruning, out of cycle pruning, and tree removals. Removals are, whenever possible, followed up with replacement tree planting.

TREE INSPECTIONS

Regular inspection of the trees in the City of Carson Urban Forest is an essential component of the maintenance program. Prior to any scheduled maintenance work, each tree should be inspected by the City Tree Maintenance Supervisor for structural defects, dead or broken branches, and signs of stress, decline, pests, or disease. If any of these issues are observed, the condition will be recorded in the electronic inventory system for the individual site, and the tree will be referred to the contractor, for additional inspection, as required. If the tree is scheduled for pruning or a service request for pruning has been made, the inspector will determine whether pruning is required.

GRID PRUNING SCHEDULE

Proper pruning improves a tree's health by removing dead, diseased, injured, broken, or crowded branches and by improving overall branch structure. Well-maintained trees are less susceptible to disease and pest infestations, and they reduce the likelihood of whole-tree and limb failures.

The required intervals for regular pruning depend on the growth characteristics of individual tree species. Fast-growing species such as Ficus, elms, and corals require annual pruning to reduce overextended branches, which are more susceptible to limb failure. For palm trees, senescence of lower fronds and annual fruit production for palms necessitate an annual pruning cycle as well. The remaining tree species require less maintenance and are in areas with lower occupancy rates, which is more appropriate for the standard three-year grid pruning cycle. The districts included in each year of the three-year pruning cycle are listed in Table 4.1 (annual-pruning species excluded).

Year 1	Year 2	Year 3
District 4 (976 trees)	District 14 (547 trees)	District 8 (487 trees)
District 17 (987 trees)	District 16 (1,027 trees)	District 9 (596 trees)
District 18 (657 trees)	District 12 (832 trees)	District 10 (840 trees)
District 19 (872 trees)	District 1 (346 trees)	District 11 (525 trees)
District 20 (810 trees)	District 2 (601 trees)	District 13 (847 trees)
District 21 (407 trees)	District 5 (385 trees)	District 3 (460 trees)
District 15 (574 trees)	District 7 (195 trees)	District 6 (337 trees)
Total Year 1: 5,283	**Total Year 2: 3,933**	**Total Year 3: 4,092**

Table 4.1: Three-Year Pruning Cycle by Grid Pruning Districts.

ANNUAL PRUNING SPECIES MATRIX

The species listed in Table 4.2 are recommended for annual pruning to remove fruit, senesced fronds (palms only), and to reduce overextended limbs and the risk of limb and whole-tree failures. These trees will be pruned annually, in addition to the Grid Pruning schedule. The current (July 2026) distribution map of annual pruning species is shown in Figure 4.1.

Species (Common / Botanical)	D1	D2	D3	D4	D5	D6	D7	D8	D9	D10	D11	D12	D13	D14	D15	D16	D17	D18	D19	D20	D21	Total
Guadalupe Palm (Brahea edulis)							5			4	2	3							1			**15**
Pindo Palm (Butia odorata)										1												**1**
Fishtail Wine Palm (Caryota urens)		1																				**1**
Mediterranean Fan Palm (Chamaerops humilis)							1			10												**11**
Areca Palm (Dypsis lutescens)	2																					**2**
South African Coral Tree (Erythrina caffra)				39	9								2		11		7	16		3	6	**93**
Naked Coral Tree (Erythrina coralloides)		1		2										3	1	3	14			1	3	**28**
Weeping Fig (Ficus benjamina)	12	18		7	7	8	17	8	3	19	8	21	5	23	10	8	11	4	2	11	6	**208**
Moreton Bay Fig (Ficus macrophylla)																1		5				**6**
Paradise Palm (Howea forsteriana)				8																		**8**
Canary Island Date Palm (Phoenix canariensis)	5			1					3	3	2	3	5	2	1	1	6	2	1	4	3	**42**
Date Palm (Phoenix dactylifera)				20				11		9	13	10	15			13						**91**
Pygmy Date Palm (Phoenix roebelenii)							4			4	11	5						2	3	4		**33**
Majesty Palm (Ravenea rivularis)	3	1			2								1									**7**
Queen Palm (Syagrus romanzoffianum)	22	36	1	92	19		86	7	36	49	62	28	22	4	4	12	128	2	11	9	24	**654**
Windmill Palm (Trachycarpus fortunei)				2	2				7	2	4	1	4	8	4	2	2					**38**
Chinese Elm (Ulmus parvifolia)	10	21	1	56	1		4		1	30	6	12	2		5		14			2	3	**168**
Siberian Elm (Ulmus pumila)		4								2		3				2	9			1		**21**
California Fan Palm (Washingtonia filifera)	3				1		1	1	2	1	2	2	1	5	1		15		1		26	**62**
Mexican Fan Palm (Washingtonia robusta)	7	25	6	110	11	5	20	2	8	16	22	11	20	99	22	19	248	10	15	9	24	**709**
Total Number of Trees	**64**	**107**	**8**	**337**	**52**	**13**	**138**	**29**	**60**	**150**	**132**	**99**	**77**	**144**	**59**	**61**	**454**	**41**	**34**	**44**	**95**	**2,198**

Table 4.2: Breakdown of Annual Pruning Tree Species by Grid Pruning District.

ANNUAL PRUNING SPECIES CATEGORIES

These categories include 2,198 trees that require annual pruning (palms, ficus, elms, and coral trees) across the entire City of Carson.

Location	Trees	% Total
Street / Parkway Trees	1,871	85.1%
Median Trees	124	5.6%
Park / Facility Trees	203	9.2%
TOTAL	2,198	100.0%

DSH Class	Trees	% Total
0 – 6"	11	0.5%
7 – 15"	711	32.3%
16+ "	1,476	67.2%
TOTAL	2,198	100.0%

Tree Condition	Trees	% Total
Good	1,261	57.4%
Fair	901	41.0%
Poor	36	1.6%
TOTAL	2,198	100.0%

Overhead Utility	Trees	% Total
Yes	258	11.7%
No	1,940	88.3%
TOTAL	2,198	100.0%

GRID PRUNING DISTRICTS OVERVIEW

This inventory overview summarizes the distribution of 16,080 live trees within the Carson 21 grid pruning districts, differentiating between species pruned annually and those assigned to specific pruning cycles.

District	Total Live Trees	Annual-Pruning (Excluded)	Grid-Pruning Trees	Street / Parkway	Median	Park / Facility	Cycle Year
1	421	64	357	355	2	0	2
2	759	107	652	577	0	75	2
3	473	8	465	465	0	0	3
4	1,452	337	1,115	850	94	171	1
5	494	52	442	263	44	135	2
6	377	13	364	137	114	113	3
7	346	138	208	194	14	0	2
8	518	29	489	418	71	0	3
9	666	60	606	351	58	197	3
10	1,016	150	866	676	82	108	3
11	697	132	565	555	10	0	3
12	954	99	855	664	106	85	2
13	989	77	912	609	115	188	3
14	691	144	547	446	101	0	2
15	637	59	578	462	110	6	1
16	1,097	61	1,036	649	12	375	2
17	1,454	454	1,000	834	166	0	1
18	702	41	661	468	7	186	1
19	945	34	911	886	25	0	1
20	858	44	814	601	104	109	1
21	534	95	439	247	129	63	1
Total	**16,080**	**2,198**	**13,882**	**10,707**	**1,364**	**1,811**	**—**

Table 4.3: Overview of Grid Pruning Districts

GRID PRUNING DISTRICT 1

Grid Pruning District 1

- Pruning Cycle Year 2
- 2.2% of the city-wide tree inventory

*Excludes annual pruning species

D1

357	355	2	0
Grid Pruning Trees	Street / Parkway	Median Trees	Park Trees

49	#1 Lagerstroemia indica	#2 Pinus canariensis	#3 Cupaniopsis anacardioides
Tree Species	63 trees · 17.6% of the district	43 trees · 12.0% of the district	42 trees · 11.8% of the district

DISTRICT TREE COUNT BY LOCATION

Location	Tree Count	% of District
Street / Parkway Trees	355	99.4%
Median Trees	2	0.6%
Park / Facility Trees	0	0.0%
TOTAL	357	100.0%

PARK TREES BY FACILITY

Park / Facility Name	Trees	% of District
—	0	0.0%
TOTAL	0	0.0%

DSH CLASS

DSH Class	Trees	% Total
0 – 6"	13	3.6%
7 – 15"	130	36.4%
16+"	214	59.9%
TOTAL	357	100.0%

TREE CONDITION

Tree Condition	Trees	% Total
Good	323	90.5%
Fair	24	6.7%
Poor	10	2.8%
TOTAL	357	100.0%

OVERHEAD UTILITY LINES

Overhead Utility	Trees	% Total
Yes	52	14.6%
No	305	85.4%
TOTAL	357	100.0%

GRID PRUNING DISTRICT 2

Grid Pruning District 2

- Pruning Cycle Year 2
- 4.1% of the city-wide tree inventory

*Excludes annual pruning species

D2

652	577	0	75
Grid Pruning Trees	Street / Parkway	Median Trees	Park Trees

57	#1 Cupaniopsis anacardioides	#2 Corymbia citriodora	#3 Magnolia grandiflora
Tree Species	98 trees · 15.0% of the district	84 trees · 12.9% of the district	72 trees · 11.0% of the district

DISTRICT TREE COUNT BY LOCATION

Location	Tree Count	% of District
Street / Parkway Trees	577	88.5%
Median Trees	0	0.0%
Park / Facility Trees	75	11.5%
TOTAL	652	100.0%

PARK TREES BY FACILITY

Park / Facility Name	Trees	% of District
Dominguez Park	75	100.0%
TOTAL	75	100.0%

DSH CLASS

DSH Class	Trees	% Total
0 – 6"	31	4.8%
7 – 15"	207	31.7%
16+"	414	63.5%
TOTAL	652	100.0%

TREE CONDITION

Tree Condition	Trees	% Total
Good	557	85.4%
Fair	82	12.6%
Poor	13	2.0%
TOTAL	652	100.0%

OVERHEAD UTILITY LINES

Overhead Utility	Trees	% Total
Yes	43	6.6%
No	609	93.4%
TOTAL	652	100.0%

GRID PRUNING DISTRICT 3

Grid Pruning District 3

- Pruning Cycle Year 3
- 2.9% of the city-wide tree inventory

*Excludes annual pruning species

D3

465	465	0	0
Grid Pruning Trees	Street / Parkway	Median Trees	Park Trees

35	#1 Afrocarpus falcatus	#2 Pinus canariensis	#3 Cupaniopsis anacardioides
Tree Species	109 trees · 23.4% of the district	87 trees · 18.7% of the district	56 trees · 12.0% of the district

DISTRICT TREE COUNT BY LOCATION

Location	Tree Count	% of District
Street / Parkway Trees	465	100.0%
Median Trees	0	0.0%
Park / Facility Trees	0	0.0%
TOTAL	465	100.0%

PARK TREES BY FACILITY

Park / Facility Name	Trees	% of District
—	0	0.0%
TOTAL	0	0.0%

DSH CLASS

DSH Class	Trees	% Total
0 – 6"	5	1.1%
7 – 15"	110	23.7%
16+"	350	75.3%
TOTAL	465	100.0%

TREE CONDITION

Tree Condition	Trees	% Total
Good	424	91.2%
Fair	36	7.7%
Poor	5	1.1%
TOTAL	465	100.0%

OVERHEAD UTILITY LINES

Overhead Utility	Trees	% Total
Yes	212	45.6%
No	253	54.4%
TOTAL	465	100.0%

GRID PRUNING DISTRICT 4

Grid Pruning District 4

- Pruning Cycle Year 1
- 6.9% of the city-wide tree inventory

*Excludes annual pruning species

D4

1,115	850	94	171
Grid Pruning Trees	Street / Parkway	Median Trees	Park Trees

64	#1 Cupaniopsis anacardioides	#2 Ficus microcarpa 'Nitida'	#3 Jacaranda mimosifolia
Tree Species	170 trees · 15.2% of the district	129 trees · 11.6% of the district	101 trees · 9.1% of the district

DISTRICT TREE COUNT BY LOCATION

Location	Tree Count	% of District
Street / Parkway Trees	850	76.2%
Median Trees	94	8.4%
Park / Facility Trees	171	15.3%
TOTAL	1,115	100.0%

PARK TREES BY FACILITY

Park / Facility Name	Trees	% of District
Dolphin Park	134	78.4%
Perry St Mini Park	37	21.6%
TOTAL	171	100.0%

DSH CLASS

DSH Class	Trees	% Total
0 – 6"	65	5.8%
7 – 15"	426	38.2%
16+"	624	56.0%
TOTAL	1,115	100.0%

TREE CONDITION

Tree Condition	Trees	% Total
Good	916	82.2%
Fair	165	14.8%
Poor	34	3.0%
TOTAL	1,115	100.0%

OVERHEAD UTILITY LINES

Overhead Utility	Trees	% Total
Yes	221	19.8%
No	894	80.2%
TOTAL	1,115	100.0%

GRID PRUNING DISTRICT 5

Grid Pruning District 5

- Pruning Cycle Year 2
- 2.7% of the city-wide tree inventory

*Excludes annual pruning species

D5

442	263	44	135
Grid Pruning Trees	Street / Parkway	Median Trees	Park Trees

38	#1 Ficus microcarpa 'Nitida'	#2 Lagerstroemia indica	#3 Cupaniopsis anacardioides
Tree Species	56 trees · 12.7% of the district	48 trees · 10.9% of the district	46 trees · 10.4% of the district

DISTRICT TREE COUNT BY LOCATION

Location	Tree Count	% of District
Street / Parkway Trees	263	59.5%
Median Trees	44	10.0%
Park / Facility Trees	135	30.5%
TOTAL	442	100.0%

PARK TREES BY FACILITY

Park / Facility Name	Trees	% of District
Calas Park	133	98.5%
Friendship Mini Park	2	1.5%
TOTAL	135	100.0%

DSH CLASS

DSH Class	Trees	% Total
0 – 6"	6	1.4%
7 – 15"	141	31.9%
16+"	295	66.7%
TOTAL	442	100.0%

TREE CONDITION

Tree Condition	Trees	% Total
Good	378	85.5%
Fair	58	13.1%
Poor	6	1.4%
TOTAL	442	100.0%

OVERHEAD UTILITY LINES

Overhead Utility	Trees	% Total
Yes	113	25.6%
No	329	74.4%
TOTAL	442	100.0%

GRID PRUNING DISTRICT 6

Grid Pruning District 6

- Pruning Cycle Year 3
- 2.3% of the city-wide tree inventory

*Excludes annual pruning species

D6

364	137	114	113
Grid Pruning Trees	Street / Parkway	Median Trees	Park Trees

24	#1 Jacaranda mimosifolia	#2 Liquidambar styraciflua	#3 Cupaniopsis anacardioides
Tree Species	93 trees · 25.5% of the district	71 trees · 19.5% of the district	47 trees · 12.9% of the district

DISTRICT TREE COUNT BY LOCATION

Location	Tree Count	% of District
Street / Parkway Trees	137	37.6%
Median Trees	114	31.3%
Park / Facility Trees	113	31.0%
TOTAL	364	100.0%

PARK TREES BY FACILITY

Park / Facility Name	Trees	% of District
Sepulveda Pocket Park	113	100.0%
TOTAL	113	100.0%

DSH CLASS

DSH Class	Trees	% Total
0 – 6"	99	27.2%
7 – 15"	192	52.7%
16+"	73	20.1%
TOTAL	364	100.0%

TREE CONDITION

Tree Condition	Trees	% Total
Good	185	50.8%
Fair	137	37.6%
Poor	42	11.5%
TOTAL	364	100.0%

OVERHEAD UTILITY LINES

Overhead Utility	Trees	% Total
Yes	114	31.3%
No	250	68.7%
TOTAL	364	100.0%

GRID PRUNING DISTRICT 7

Grid Pruning District 7

- Pruning Cycle Year 2
- 1.3% of the city-wide tree inventory

*Excludes annual pruning species

D7

208	194	14	0
Grid Pruning Trees	Street / Parkway	Median Trees	Park Trees

33	#1 Lophostemon confertus	#2 Afrocarpus falcatus	#3 Cupaniopsis anacardioides
Tree Species	31 trees · 14.9% of the district	24 trees · 11.5% of the district	18 trees · 8.7% of the district

DISTRICT TREE COUNT BY LOCATION

Location	Tree Count	% of District
Street / Parkway Trees	194	93.3%
Median Trees	14	6.7%
Park / Facility Trees	0	0.0%
TOTAL	208	100.0%

PARK TREES BY FACILITY

Park / Facility Name	Trees	% of District
—	0	0.0%
TOTAL	0	0.0%

DSH CLASS

DSH Class	Trees	% Total
0 – 6"	7	3.4%
7 – 15"	90	43.3%
16+"	111	53.4%
TOTAL	208	100.0%

TREE CONDITION

Tree Condition	Trees	% Total
Good	116	55.8%
Fair	87	41.8%
Poor	5	2.4%
TOTAL	208	100.0%

OVERHEAD UTILITY LINES

Overhead Utility	Trees	% Total
Yes	18	8.7%
No	190	91.3%
TOTAL	208	100.0%

GRID PRUNING DISTRICT 8

Grid Pruning District 8

- Pruning Cycle Year 3
- 3.0% of the city-wide tree inventory

*Excludes annual pruning species

D8

489	418	71	0
Grid Pruning Trees	Street / Parkway	Median Trees	Park Trees

26	#1 Liquidambar styraciflua	#2 Schinus terebinthifolius	#3 Lophostemon confertus
Tree Species	67 trees · 13.7% of the district	51 trees · 10.4% of the district	46 trees · 9.4% of the district

DISTRICT TREE COUNT BY LOCATION

Location	Tree Count	% of District
Street / Parkway Trees	418	85.5%
Median Trees	71	14.5%
Park / Facility Trees	0	0.0%
TOTAL	489	100.0%

PARK TREES BY FACILITY

Park / Facility Name	Trees	% of District
—	0	0.0%
TOTAL	0	0.0%

DSH CLASS

DSH Class	Trees	% Total
0 – 6"	147	30.1%
7 – 15"	236	48.3%
16+"	106	21.7%
TOTAL	489	100.0%

TREE CONDITION

Tree Condition	Trees	% Total
Good	353	72.2%
Fair	120	24.5%
Poor	16	3.3%
TOTAL	489	100.0%

OVERHEAD UTILITY LINES

Overhead Utility	Trees	% Total
Yes	104	21.3%
No	385	78.7%
TOTAL	489	100.0%

GRID PRUNING DISTRICT 9

Grid Pruning District 9

- Pruning Cycle Year 3
- 3.8% of the city-wide tree inventory

*Excludes annual pruning species

D9

606	351	58	197
Grid Pruning Trees	Street / Parkway	Median Trees	Park Trees

38	#1 Eucalyptus sideroxylon	#2 Jacaranda mimosifolia	#3 Cassia leptophylla
Tree Species	82 trees · 13.5% of the district	63 trees · 10.4% of the district	48 trees · 7.9% of the district

DISTRICT TREE COUNT BY LOCATION

Location	Tree Count	% of District
Street / Parkway Trees	351	57.9%
Median Trees	58	9.6%
Park / Facility Trees	197	32.5%
TOTAL	606	100.0%

PARK TREES BY FACILITY

Park / Facility Name	Trees	% of District
Veterans Park	197	100.0%
TOTAL	197	100.0%

DSH CLASS

DSH Class	Trees	% Total
0 – 6"	26	4.3%
7 – 15"	231	38.1%
16+"	349	57.6%
TOTAL	606	100.0%

TREE CONDITION

Tree Condition	Trees	% Total
Good	52	8.6%
Fair	504	83.2%
Poor	50	8.3%
TOTAL	606	100.0%

OVERHEAD UTILITY LINES

Overhead Utility	Trees	% Total
Yes	194	32.0%
No	412	68.0%
TOTAL	606	100.0%

GRID PRUNING DISTRICT 10

Grid Pruning District 10

- Pruning Cycle Year 3
- 5.4% of the city-wide tree inventory

*Excludes annual pruning species

D10

866	676	82	108
Grid Pruning Trees	Street / Parkway	Median Trees	Park Trees

49	#1 Jacaranda mimosifolia	#2 Magnolia grandiflora	#3 Afrocarpus falcatus
Tree Species	195 trees · 22.5% of the district	134 trees · 15.5% of the district	107 trees · 12.4% of the district

DISTRICT TREE COUNT BY LOCATION

Location	Tree Count	% of District
Street / Parkway Trees	676	78.1%
Median Trees	82	9.5%
Park / Facility Trees	108	12.5%
TOTAL	866	100.0%

PARK TREES BY FACILITY

Park / Facility Name	Trees	% of District
Foisia Park	108	100.0%
TOTAL	108	100.0%

DSH CLASS

DSH Class	Trees	% Total
0 – 6"	21	2.4%
7 – 15"	258	29.8%
16+"	587	67.8%
TOTAL	866	100.0%

TREE CONDITION

Tree Condition	Trees	% Total
Good	570	65.8%
Fair	273	31.5%
Poor	23	2.7%
TOTAL	866	100.0%

OVERHEAD UTILITY LINES

Overhead Utility	Trees	% Total
Yes	60	6.9%
No	806	93.1%
TOTAL	866	100.0%

GRID PRUNING DISTRICT 11

Grid Pruning District 11

- Pruning Cycle Year 3
- 3.5% of the city-wide tree inventory

*Excludes annual pruning species

D11

565	555	10	0
Grid Pruning Trees	Street / Parkway	Median Trees	Park Trees

57	#1 Jacaranda mimosifolia	#2 Afrocarpus falcatus	#3 Schinus terebinthifolius
Tree Species	72 trees · 12.7% of the district	61 trees · 10.8% of the district	60 trees · 10.6% of the district

DISTRICT TREE COUNT BY LOCATION

Location	Tree Count	% of District
Street / Parkway Trees	555	98.2%
Median Trees	10	1.8%
Park / Facility Trees	0	0.0%
TOTAL	565	100.0%

PARK TREES BY FACILITY

Park / Facility Name	Trees	% of District
—	0	0.0%
TOTAL	0	0.0%

DSH CLASS

DSH Class	Trees	% Total
0 – 6"	60	10.6%
7 – 15"	231	40.9%
16+"	274	48.5%
TOTAL	565	100.0%

TREE CONDITION

Tree Condition	Trees	% Total
Good	399	70.6%
Fair	142	25.1%
Poor	24	4.2%
TOTAL	565	100.0%

OVERHEAD UTILITY LINES

Overhead Utility	Trees	% Total
Yes	76	13.5%
No	489	86.5%
TOTAL	565	100.0%

GRID PRUNING DISTRICT 12

Grid Pruning District 12

- Pruning Cycle Year 2
- 5.3% of the city-wide tree inventory

*Excludes annual pruning species

D12

855	664	106	85
Grid Pruning Trees	Street / Parkway	Median Trees	Park Trees

52	#1 Afrocarpus falcatus	#2 Pinus canariensis	#3 Liquidambar styraciflua
Tree Species	100 trees · 11.7% of the district	97 trees · 11.3% of the district	93 trees · 10.9% of the district

DISTRICT TREE COUNT BY LOCATION

Location	Tree Count	% of District
Street / Parkway Trees	664	77.7%
Median Trees	106	12.4%
Park / Facility Trees	85	9.9%
TOTAL	855	100.0%

PARK TREES BY FACILITY

Park / Facility Name	Trees	% of District
Carriage Crest Park	85	100.0%
TOTAL	85	100.0%

DSH CLASS

DSH Class	Trees	% Total
0 – 6"	112	13.1%
7 – 15"	302	35.3%
16+"	441	51.6%
TOTAL	855	100.0%

TREE CONDITION

Tree Condition	Trees	% Total
Good	548	64.1%
Fair	278	32.5%
Poor	29	3.4%
TOTAL	855	100.0%

OVERHEAD UTILITY LINES

Overhead Utility	Trees	% Total
Yes	253	29.6%
No	602	70.4%
TOTAL	855	100.0%

GRID PRUNING DISTRICT 13

Grid Pruning District 13

- Pruning Cycle Year 3
- 5.7% of the city-wide tree inventory

*Excludes annual pruning species

D13

912	609	115	188
Grid Pruning Trees	Street / Parkway	Median Trees	Park Trees

62	#1 Afrocarpus falcatus	#2 Platanus racemosa	#3 Handroanthus heptaphyllus
Tree Species	112 trees · 12.3% of the district	101 trees · 11.1% of the district	87 trees · 9.5% of the district

DISTRICT TREE COUNT BY LOCATION

Location	Tree Count	% of District
Street / Parkway Trees	609	66.8%
Median Trees	115	12.6%
Park / Facility Trees	188	20.6%
TOTAL	912	100.0%

PARK TREES BY FACILITY

Park / Facility Name	Trees	% of District
Carson Park	177	94.1%
Reflection Mini Park	11	5.9%
TOTAL	188	100.0%

DSH CLASS

DSH Class	Trees	% Total
0 – 6"	124	13.6%
7 – 15"	502	55.0%
16+"	286	31.4%
TOTAL	912	100.0%

TREE CONDITION

Tree Condition	Trees	% Total
Good	818	89.7%
Fair	87	9.5%
Poor	7	0.8%
TOTAL	912	100.0%

OVERHEAD UTILITY LINES

Overhead Utility	Trees	% Total
Yes	169	18.5%
No	743	81.5%
TOTAL	912	100.0%

GRID PRUNING DISTRICT 14

Grid Pruning District 14

- Pruning Cycle Year 2
- 3.4% of the city-wide tree inventory

*Excludes annual pruning species

D14

547	446	101	0
Grid Pruning Trees	Street / Parkway	Median Trees	Park Trees

22	#1 Afrocarpus falcatus	#2 Liquidambar styraciflua	#3 Lophostemon confertus
Tree Species	108 trees · 19.7% of the district	75 trees · 13.7% of the district	73 trees · 13.3% of the district

DISTRICT TREE COUNT BY LOCATION

Location	Tree Count	% of District
Street / Parkway Trees	446	81.5%
Median Trees	101	18.5%
Park / Facility Trees	0	0.0%
TOTAL	547	100.0%

PARK TREES BY FACILITY

Park / Facility Name	Trees	% of District
—	0	0.0%
TOTAL	0	0.0%

DSH CLASS

DSH Class	Trees	% Total
0 – 6"	71	13.0%
7 – 15"	322	58.9%
16+"	154	28.2%
TOTAL	547	100.0%

TREE CONDITION

Tree Condition	Trees	% Total
Good	80	14.6%
Fair	459	83.9%
Poor	8	1.5%
TOTAL	547	100.0%

OVERHEAD UTILITY LINES

Overhead Utility	Trees	% Total
Yes	300	54.8%
No	247	45.2%
TOTAL	547	100.0%

GRID PRUNING DISTRICT 15

Grid Pruning District 15

- Pruning Cycle Year 1
- 3.6% of the city-wide tree inventory

*Excludes annual pruning species

D15

578	462	110	6
Grid Pruning Trees	Street / Parkway	Median Trees	Park Trees

38	#1 Prunus caroliniana	#2 Afrocarpus falcatus	#3 Lophostemon confertus
Tree Species	90 trees · 15.6% of the district	72 trees · 12.5% of the district	67 trees · 11.6% of the district

DISTRICT TREE COUNT BY LOCATION

Location	Tree Count	% of District
Street / Parkway Trees	462	79.9%
Median Trees	110	19.0%
Park / Facility Trees	6	1.0%
TOTAL	578	100.0%

PARK TREES BY FACILITY

Park / Facility Name	Trees	% of District
Walnut Mini Park	6	100.0%
TOTAL	6	100.0%

DSH CLASS

DSH Class	Trees	% Total
0 – 6"	49	8.5%
7 – 15"	193	33.4%
16+"	336	58.1%
TOTAL	578	100.0%

TREE CONDITION

Tree Condition	Trees	% Total
Good	102	17.6%
Fair	466	80.6%
Poor	10	1.7%
TOTAL	578	100.0%

OVERHEAD UTILITY LINES

Overhead Utility	Trees	% Total
Yes	191	33.0%
No	387	67.0%
TOTAL	578	100.0%

GRID PRUNING DISTRICT 16

Grid Pruning District 16

- Pruning Cycle Year 2
- 6.4% of the city-wide tree inventory

*Excludes annual pruning species

D16

1,036	649	12	375
Grid Pruning Trees	Street / Parkway	Median Trees	Park Trees

51	#1 Jacaranda mimosifolia	#2 Eucalyptus rudis	#3 Afrocarpus falcatus
Tree Species	218 trees · 21.0% of the district	85 trees · 8.2% of the district	77 trees · 7.4% of the district

DISTRICT TREE COUNT BY LOCATION

Location	Tree Count	% of District
Street / Parkway Trees	649	62.6%
Median Trees	12	1.2%
Park / Facility Trees	375	36.2%
TOTAL	1,036	100.0%

PARK TREES BY FACILITY

Park / Facility Name	Trees	% of District
Hemingway Park	196	52.3%
Stevenson Park	179	47.7%
TOTAL	375	100.0%

DSH CLASS

DSH Class	Trees	% Total
0 – 6"	21	2.0%
7 – 15"	309	29.8%
16+"	706	68.1%
TOTAL	1,036	100.0%

TREE CONDITION

Tree Condition	Trees	% Total
Good	188	18.1%
Fair	776	74.9%
Poor	72	6.9%
TOTAL	1,036	100.0%

OVERHEAD UTILITY LINES

Overhead Utility	Trees	% Total
Yes	167	16.1%
No	869	83.9%
TOTAL	1,036	100.0%

GRID PRUNING DISTRICT 17

Grid Pruning District 17

- Pruning Cycle Year 1
- 6.2% of the city-wide tree inventory

*Excludes annual pruning species

D17

1,000	834	166	0
Grid Pruning Trees	Street / Parkway	Median Trees	Park Trees

42	#1 Liquidambar styraciflua	#2 Pinus canariensis	#3 Pistacia chinensis
Tree Species	381 trees · 38.1% of the district	100 trees · 10.0% of the district	75 trees · 7.5% of the district

DISTRICT TREE COUNT BY LOCATION

Location	Tree Count	% of District
Street / Parkway Trees	834	83.4%
Median Trees	166	16.6%
Park / Facility Trees	0	0.0%
TOTAL	1,000	100.0%

PARK TREES BY FACILITY

Park / Facility Name	Trees	% of District
—	0	0.0%
TOTAL	0	0.0%

DSH CLASS

DSH Class	Trees	% Total
0 – 6"	140	14.0%
7 – 15"	522	52.2%
16+"	338	33.8%
TOTAL	1,000	100.0%

TREE CONDITION

Tree Condition	Trees	% Total
Good	248	24.8%
Fair	715	71.5%
Poor	37	3.7%
TOTAL	1,000	100.0%

OVERHEAD UTILITY LINES

Overhead Utility	Trees	% Total
Yes	146	14.6%
No	854	85.4%
TOTAL	1,000	100.0%

GRID PRUNING DISTRICT 18

Grid Pruning District 18

- Pruning Cycle Year 1
- 4.1% of the city-wide tree inventory

*Excludes annual pruning species

D18

661	468	7	186
Grid Pruning Trees	Street / Parkway	Median Trees	Park Trees

41	#1 Cupaniopsis anacardioides	#2 Lophostemon confertus	#3 Callistemon citrinus
Tree Species	129 trees · 19.5% of the district	81 trees · 12.3% of the district	80 trees · 12.1% of the district

DISTRICT TREE COUNT BY LOCATION

Location	Tree Count	% of District
Street / Parkway Trees	468	70.8%
Median Trees	7	1.1%
Park / Facility Trees	186	28.1%
TOTAL	661	100.0%

PARK TREES BY FACILITY

Park / Facility Name	Trees	% of District
Anderson Park	186	100.0%
TOTAL	186	100.0%

DSH CLASS

DSH Class	Trees	% Total
0 – 6"	11	1.7%
7 – 15"	177	26.8%
16+"	473	71.6%
TOTAL	661	100.0%

TREE CONDITION

Tree Condition	Trees	% Total
Good	305	46.1%
Fair	316	47.8%
Poor	40	6.1%
TOTAL	661	100.0%

OVERHEAD UTILITY LINES

Overhead Utility	Trees	% Total
Yes	25	3.8%
No	636	96.2%
TOTAL	661	100.0%

GRID PRUNING DISTRICT 19

Grid Pruning District 19

- Pruning Cycle Year 1
- 5.7% of the city-wide tree inventory

*Excludes annual pruning species

D19

911	886	25	0
Grid Pruning Trees	Street / Parkway	Median Trees	Park Trees

42	#1 Lophostemon confertus	#2 Cupaniopsis anacardioides	#3 Magnolia grandiflora
Tree Species	203 trees · 22.3% of the district	110 trees · 12.1% of the district	84 trees · 9.2% of the district

DISTRICT TREE COUNT BY LOCATION

Location	Tree Count	% of District
Street / Parkway Trees	886	97.3%
Median Trees	25	2.7%
Park / Facility Trees	0	0.0%
TOTAL	911	100.0%

PARK TREES BY FACILITY

Park / Facility Name	Trees	% of District
—	0	0.0%
TOTAL	0	0.0%

DSH CLASS

DSH Class	Trees	% Total
0 – 6"	169	18.6%
7 – 15"	262	28.8%
16+"	480	52.7%
TOTAL	911	100.0%

TREE CONDITION

Tree Condition	Trees	% Total
Good	490	53.8%
Fair	383	42.0%
Poor	38	4.2%
TOTAL	911	100.0%

OVERHEAD UTILITY LINES

Overhead Utility	Trees	% Total
Yes	57	6.3%
No	854	93.7%
TOTAL	911	100.0%

GRID PRUNING DISTRICT 20

Grid Pruning District 20

- Pruning Cycle Year 1
- 5.1% of the city-wide tree inventory

*Excludes annual pruning species

D20

814	601	104	109
Grid Pruning Trees	Street / Parkway	Median Trees	Park Trees

51	#1 Cupaniopsis anacardioides	#2 Pinus canariensis	#3 Lagerstroemia indica
Tree Species	208 trees · 25.6% of the district	110 trees · 13.5% of the district	99 trees · 12.2% of the district

DISTRICT TREE COUNT BY LOCATION

Location	Tree Count	% of District
Street / Parkway Trees	601	73.8%
Median Trees	104	12.8%
Park / Facility Trees	109	13.4%
TOTAL	814	100.0%

PARK TREES BY FACILITY

Park / Facility Name	Trees	% of District
Mill Park	109	100.0%
TOTAL	109	100.0%

DSH CLASS

DSH Class	Trees	% Total
0 – 6"	28	3.4%
7 – 15"	323	39.7%
16+"	463	56.9%
TOTAL	814	100.0%

TREE CONDITION

Tree Condition	Trees	% Total
Good	506	62.2%
Fair	289	35.5%
Poor	19	2.3%
TOTAL	814	100.0%

OVERHEAD UTILITY LINES

Overhead Utility	Trees	% Total
Yes	58	7.1%
No	756	92.9%
TOTAL	814	100.0%

GRID PRUNING DISTRICT 21

Grid Pruning District 21

- Pruning Cycle Year 1
- 2.7% of the city-wide tree inventory

*Excludes annual pruning species

D21

439	247	129	63
Grid Pruning Trees	Street / Parkway	Median Trees	Park Trees

32	#1 Cupaniopsis anacardioides	#2 Liquidambar styraciflua	#3 Lagerstroemia indica
Tree Species	59 trees · 13.4% of the district	59 trees · 13.4% of the district	50 trees · 11.4% of the district

DISTRICT TREE COUNT BY LOCATION

Location	Tree Count	% of District
Street / Parkway Trees	247	56.3%
Median Trees	129	29.4%
Park / Facility Trees	63	14.4%
TOTAL	439	100.0%

PARK TREES BY FACILITY

Park / Facility Name	Trees	% of District
Del Amo Park	63	100.0%
TOTAL	63	100.0%

DSH CLASS

DSH Class	Trees	% Total
0 – 6"	55	12.5%
7 – 15"	163	37.1%
16+"	221	50.3%
TOTAL	439	100.0%

TREE CONDITION

Tree Condition	Trees	% Total
Good	61	13.9%
Fair	343	78.1%
Poor	35	8.0%
TOTAL	439	100.0%

OVERHEAD UTILITY LINES

Overhead Utility	Trees	% Total
Yes	128	29.2%
No	311	70.8%
TOTAL	439	100.0%

OUT OF CYCLE PRUNING

Out-of-cycle pruning is typically conducted in response to resident requests or recommendations from the Tree Maintenance Supervisor. When an out-of-cycle pruning request is received, the Tree Maintenance Supervisor will inspect the tree or assign an outside ISA Certified Arborist contractor to inspect the tree to determine if the requested pruning can be completed without adversely impacting the health and structure of the tree. If, after inspection, it is determined that the requested pruning is necessary and will not have adverse impacts on the tree, the Tree Maintenance Supervisor shall assign the work to the appropriate crew or outside contractor. The request and notification of work completed will be logged on the tree site in the Electronic Inventory System.

TREE REMOVALS

The removal of dead, dying, or hazardous trees is a necessary element to maintaining a healthy and sustainable urban forest. As living organisms, trees have a finite lifespan and will eventually decline and die. Trees planted in spaces too small for the species will eventually outgrow the space and decline or damage the surrounding hardscape. Removal should be considered the final option for trees in the City of Carson, once other alternatives have been ruled out. An ISA Certified Arborist shall inspect each tree proposed for removal and provide a written report with recommendations to the Tree Maintenance Supervisor, also an ISA Certified Arborist, as required by the job description. The arborist report will be attached to the tree site in the Electronic Inventory System. Approval from the Tree Maintenance Supervisor is required prior to any tree removal, with the exception of trees that are removed as part of an Emergency Response.

The removal will be noted in the Electronic Inventory System once work is completed. To the extent possible, the stump of removed trees and all major roots should be removed by hand or using a stump grinder. Replacement species should be selected from the Approved Tree Palette based on the available space and the desired form and function of the planting site. Replacement with the same species or a species susceptible to the same disease is not recommended if the tree was removed due to a soil-borne disease. The Tree Maintenance Supervisor should consult with an ISA Certified Arborist during the tree selection process to determine the appropriate replacement species in these cases.

COUNCIL DISTRICTS INVENTORY OVERVIEW

The City of Carson Urban Forest contains 16,080 trees recommended for grid pruning, primarily along streets and parkways. Council District 1 has the most trees, but they are mostly in fair condition, whereas Council Districts 3 and 4 have the healthiest trees. The most common species include *Liquidambar styraciflua, Jacaranda mimosifolia, and Afrocarpus falcatus.*

Council District	Total Trees	Street / Parkway	Median	Park / Facility
1	5,328	4,343	572	413
2	2,542	1,784	259	499
3	4,651	3,626	292	733
4	3,559	2,825	365	369
Total	**16,080**	**12,578**	**1,488**	**2,014**

Table 4.4: Overview of Council Districts.

Council District 1

Council District 1

CD1

- 33.1% of the city-wide tree inventory

5,328	4,343	572	413
Total Trees	Street / Parkway	Median Trees	Park Trees

111	#1 Liquidambar styraciflua	#2 Lophostemon confertus	#3 Afrocarpus falcatus
Tree Species	569 trees · 10.7% of the district	435 trees · 8.2% of the district	429 trees · 8.1% of the district

DISTRICT TREE COUNT BY LOCATION

Location	Tree Count	% of District
Street / Parkway Trees	4,343	81.5%
Median Trees	572	10.7%
Park / Facility Trees	413	7.8%
TOTAL	5,328	100.0%

PARK TREES BY FACILITY

Park / Facility Name	Trees	% of District
Hemingway Park	211	51.1%
Stevenson Park	185	44.8%
Walnut Mini Park	17	4.1%
TOTAL	413	100.0%

DSH CLASS

DSH Class	Trees	% Total
0 – 6"	529	9.9%
7 – 15"	2,128	39.9%
16+"	2,671	50.1%
TOTAL	5,328	100.0%

TREE CONDITION

Tree Condition	Trees	% Total
Good	1,659	31.1%
Fair	3,478	65.3%
Poor	191	3.6%
TOTAL	5,328	100.0%

OVERHEAD UTILITY LINES

Overhead Utility	Trees	% Total
Yes	1,138	21.4%
No	4,190	78.6%
TOTAL	5,328	100.0%

Council District 2

Council District 2

CD2

- 15.8% of the city-wide tree inventory

2,542	1,784	259	499
Total Trees	Street / Parkway	Median Trees	Park Trees

106	#1 Liquidambar styraciflua	#2 Jacaranda mimosifolia	#3 Afrocarpus falcatus
Tree Species	208 trees · 8.2% of the district	179 trees · 7.0% of the district	164 trees · 6.5% of the district

DISTRICT TREE COUNT BY LOCATION

Location	Tree Count	% of District
Street / Parkway Trees	1,784	70.2%
Median Trees	259	10.2%
Park / Facility Trees	499	19.6%
TOTAL	2,542	100.0%

PARK TREES BY FACILITY

Park / Facility Name	Trees	% of District
Veterans Park	214	42.9%
Carson Park	189	37.9%
Carriage Crest Park	85	17.0%
Reflection Mini Park	11	2.2%
TOTAL	499	100.0%

DSH CLASS

DSH Class	Trees	% Total
0 – 6"	301	11.8%
7 – 15"	1,065	41.9%
16+"	1,176	46.3%
TOTAL	2,542	100.0%

TREE CONDITION

Tree Condition	Trees	% Total
Good	1,457	57.3%
Fair	989	38.9%
Poor	96	3.8%
TOTAL	2,542	100.0%

OVERHEAD UTILITY LINES

Overhead Utility	Trees	% Total
Yes	542	21.3%
No	2,000	78.7%
TOTAL	2,542	100.0%

Council District 3

Council District 3

CD3

- 28.9% of the city-wide tree inventory

4,651	3,626	292	733
Total Trees	Street / Parkway	Median Trees	Park Trees

133	#1 Cupaniopsis anacardioides	#2 Pinus canariensis	#3 Lagerstroemia indica
Tree Species	742 trees · 16.0% of the district	385 trees · 8.3% of the district	329 trees · 7.1% of the district

DISTRICT TREE COUNT BY LOCATION

Location	Tree Count	% of District
Street / Parkway Trees	3,626	78.0%
Median Trees	292	6.3%
Park / Facility Trees	733	15.8%
TOTAL	4,651	100.0%

PARK TREES BY FACILITY

Park / Facility Name	Trees	% of District
Anderson Park	215	29.3%
Calas Park	152	20.7%
Dolphin Park	136	18.6%
Mill Park	114	15.6%
Dominguez Park	77	10.5%
Perry St Mini Park	37	5.0%
Friendship Mini Park	2	0.3%
TOTAL	733	100.0%

DSH CLASS

DSH Class	Trees	% Total
0 – 6"	161	3.5%
7 – 15"	1,486	32.0%
16+"	3,004	64.6%
TOTAL	4,651	100.0%

TREE CONDITION

Tree Condition	Trees	% Total
Good	3,386	72.8%
Fair	1,125	24.2%
Poor	140	3.0%
TOTAL	4,651	100.0%

OVERHEAD UTILITY LINES

Overhead Utility	Trees	% Total
Yes	800	17.2%
No	3,851	82.8%
TOTAL	4,651	100.0%

Council District 4

Council District 4

CD4

- 22.1% of the city-wide tree inventory

3,559	2,825	365	369
Total Trees	Street / Parkway	Median Trees	Park Trees

112	#1 Jacaranda mimosifolia	#2 Afrocarpus falcatus	#3 Syagrus romanzoffianum
Tree Species	447 trees · 12.6% of the district	345 trees · 9.7% of the district	194 trees · 5.5% of the district

DISTRICT TREE COUNT BY LOCATION

Location	Tree Count	% of District
Street / Parkway Trees	2,825	79.4%
Median Trees	365	10.3%
Park / Facility Trees	369	10.4%
TOTAL	3,559	100.0%

PARK TREES BY FACILITY

Park / Facility Name	Trees	% of District
Foisia Park	143	38.8%
Sepulveda Pocket Park	118	32.0%
Del Amo Park	108	29.3%
TOTAL	369	100.0%

DSH CLASS

DSH Class	Trees	% Total
0 – 6"	280	7.9%
7 – 15"	1,359	38.2%
16+"	1,920	53.9%
TOTAL	3,559	100.0%

TREE CONDITION

Tree Condition	Trees	% Total
Good	2,378	66.8%
Fair	1,049	29.5%
Poor	132	3.7%
TOTAL	3,559	100.0%

OVERHEAD UTILITY LINES

Overhead Utility	Trees	% Total
Yes	479	13.5%
No	3,080	86.5%
TOTAL	3,559	100.0%

Council District Map

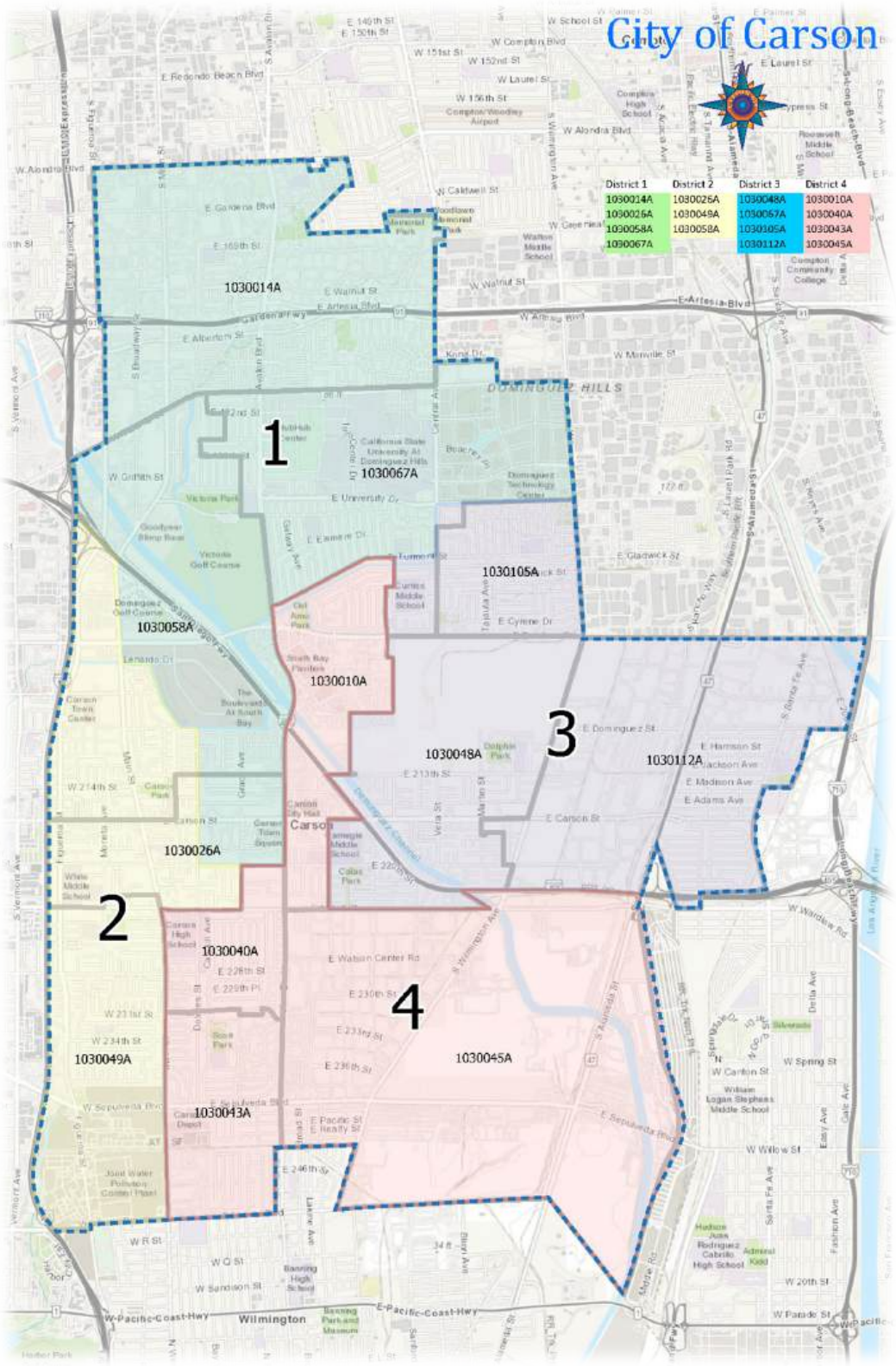


Figure 4.1: Map of the City of Carson Council Districts.

STANDARDS AND BEST MANAGEMENT PRACTICES

To the extent possible, all tree maintenance work within the City of Carson should be conducted in accordance with the American National Standards Institute (ANSI) A300 Tree Care Standards and the International Society of Arboriculture (ISA) Best Management Practices (BMPs). The ANSI Standards and ISA BMPs are summarized throughout this UFMP and included in Appendix B for reference.

PLANT HEALTH CARE

Plant health care is an integrated process that begins with appropriate species selection based on the size and location of the planting site, selection of healthy nursery stock with good branch and root structure, proper installation practices (planting and staking), and regular, systematic maintenance (watering and structural pruning for young trees, regular pruning for established trees). Appropriately selected trees with adequate growing conditions and proper maintenance are more resilient to environmental stresses and have the necessary resources to resist or tolerate many pests and diseases without additional treatment. As essential components of any Plant Health Care (PHC) and Integrated Pest Management Program (IPM), species selection from the approved Tree Palette, nursery stock inspection, installation practices, and proper tree care maintenance are discussed in greater detail in other sections of the UFMP. This section will focus on standards for cultural care and pest and disease susceptibility, diagnostics, and standard treatment practices.

CULTURAL PRACTICES TO SUPPORT TREE HEALTH

Planting the right tree in the right place according to the installation standards presented in the Standards and Best Management Practices (Appendix B) section of this UFMP is the first step in the Plant Health Care Program. The establishment and long-term health of the tree depend on good cultural practices to maintain its growing environment. Cultural care includes proper water management, mulching, fertilization, pruning, and sanitation practices to establish environmental conditions around the tree that are favorable for tree growth, while eliminating conditions that favor pests and diseases. The extent to which these practices can be implemented may be limited in the urban setting by available space, infrastructure needs, and development. There is a continuum for each of these practices, where too much or too little can stress the tree, so each process needs to be properly planned to respond to the tree's needs to the extent possible in the urban environment. The information presented in each section below is summarized from the ISA Best Management Practices – Tree Planting and ANSI A300 Tree Care Standards Clause 10: Planting and Transplanting. Links to both are included in Appendix B.

Water Management

Access to adequate water is essential for the growth and health of all trees. The movement of water in a tree requires that the roots uptake enough water to balance that which is lost through leaf transpiration in the canopy. Insufficient soil moisture reduces the ability of roots to access and uptake water. If the roots are unable to uptake enough water to replace transpiration losses, leaves and branches may begin to wilt and die back, beginning in the upper canopy. Water-stressed trees are also typically more susceptible to pests and disease as resources needed to produce defensive chemicals become limited or reallocated.

Similarly, excessive soil moisture is problematic for tree health. Like all living cells, root cells require oxygen to function and remain alive. Roots access both water and air stored in the pore spaces

between soil particles. As soil becomes oversaturated, the pore spaces fill with excess water, displacing air. Without the necessary air, root function is reduced, and eventually the roots begin to die. The resulting reduction in root system function and volume reduces water uptake and can lead to symptoms similar to those expected in water-stressed trees.

Trees established in the landscape will have developed root systems connected to adequate water sources and should only require supplemental water during long periods of drought for non-irrigated sites, or if there are long-term changes to the frequency or duration of watering cycles for irrigated sites.

Supplemental water is required for young, newly planted trees until they become established, usually one to two years after installation. If an irrigation system is used to provide supplemental water, the new trees should be on a dedicated valve and program, separate from adjacent lawn or shrub systems. Soil moisture should be tested periodically with a soil probe to ensure the soil remains moist but not oversaturated, and the program should be adjusted accordingly.

Sites without automatic irrigation will require hand watering of newly planted trees. A watering schedule will need to be developed, and the responsible party clearly defined for all new tree plantings. To avoid overwatering, soil samples should be taken with a soil probe before hand watering, and supplemental water should be provided only as required to maintain adequate soil moisture. Water should be even distributed throughout the watering basins established at installation (see Standards and Best Management Practices). Any disturbance to the berm or basin must be repaired at the time of watering or prior to the next scheduled visit.

The frequency of visits will be determined by the specific needs of the species and the water usage provided in the species profile (Tree Palette). Table 4.5 provides a general schedule based on the time of year and the species water usage. A general guidance for the volume of water to be provided at each visit is ten (10) gallons of water for every one (1) caliper inch of the trunk.

Water Usage	June - October	November - May
Very Low	1x per week	1x per week (0 – 3 months after installation) Every other week (3 months + after installation)
Low	2x per week (0 – 3 months after installation) 1x per week (3 months + after installation)	1x per week
Moderate	2x per week	2x per week

Table 4.5: General Watering Schedule Based on Water Usage.

Mulching

There are many benefits to mulching trees in the urban forest. Mulches help:

- Maintain soil moisture
- Manage weed growth
- Moderate soil temperature changes
- Reduce soil compaction and erosion
- Increase soil organic matter, which stimulates microbial activity, soil aggregation, and nutrient availability.

As with all the cultural practices in this section, these benefits may not be realized if mulch is not applied properly. In fact, improper mulch application can be more harmful to the tree's health than not applying mulch at all.

Figure 4.2 illustrates proper mulching techniques and some potential consequences of improper mulching. In general, mulch:

- Should cover as much of the root zone as possible.
    - For newly planted trees, 1.5 to 3 inches DSH, mulch should be applied over an area with a minimum 3-foot radius.
    - For larger trees, it is ideal to apply mulch from near the trunk to the dripline; however, the minimum radius of the mulched area should be three times the DSH.
    - Applied in a continuous bed around multiple trees.
- There should be no mulch at the trunk and extending 4” out. Taper to 4” deep out to 2’ beyond the dripline where possible. The area from two feet inside the dripline to 2’ beyond the dripline is the most active root zone, and it is important to mulch beyond the dripline.

More detailed information can be found in Appendix B in the Mulching Section of the ISA *Soil Management for Urban Trees BMP*.

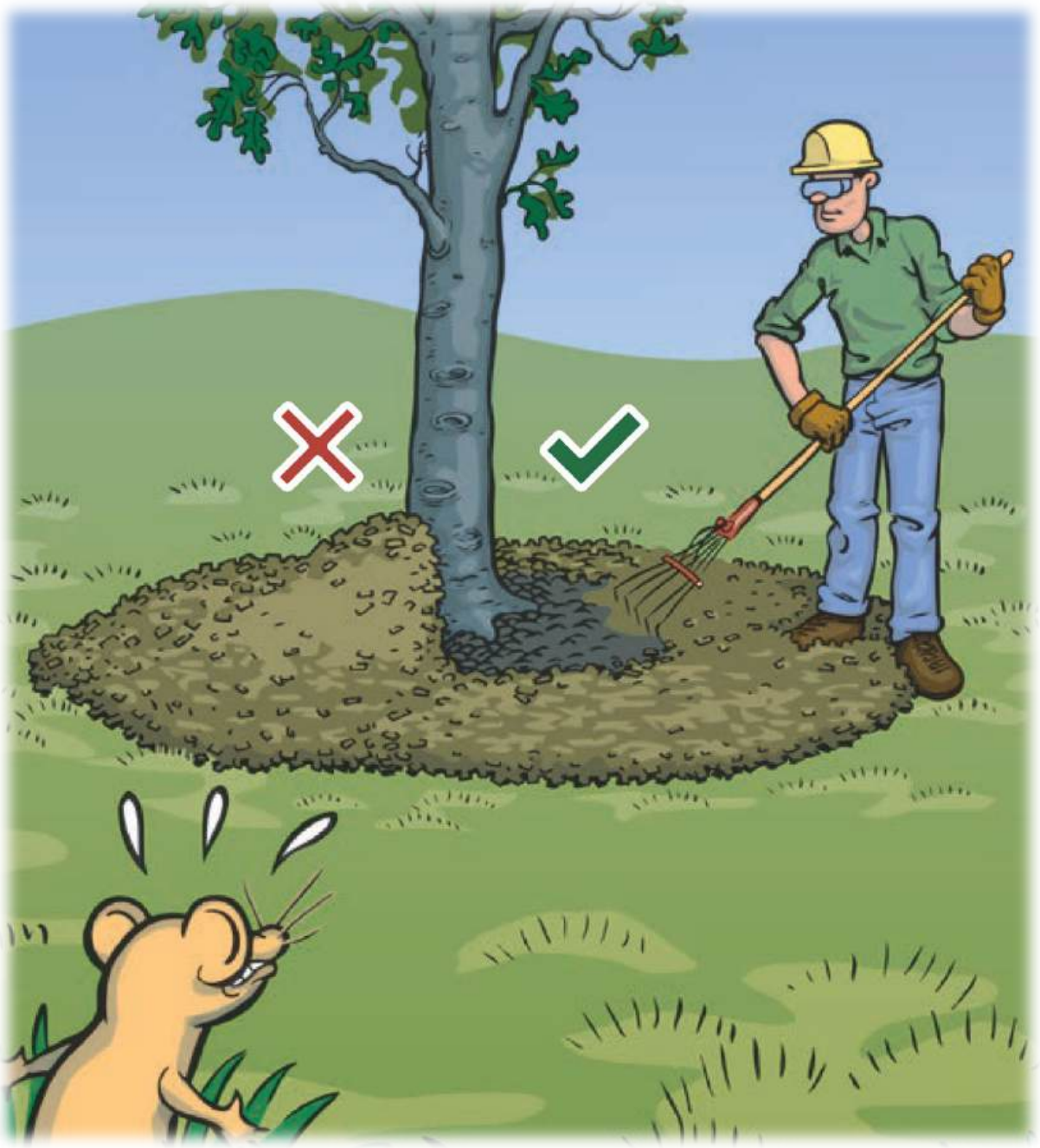
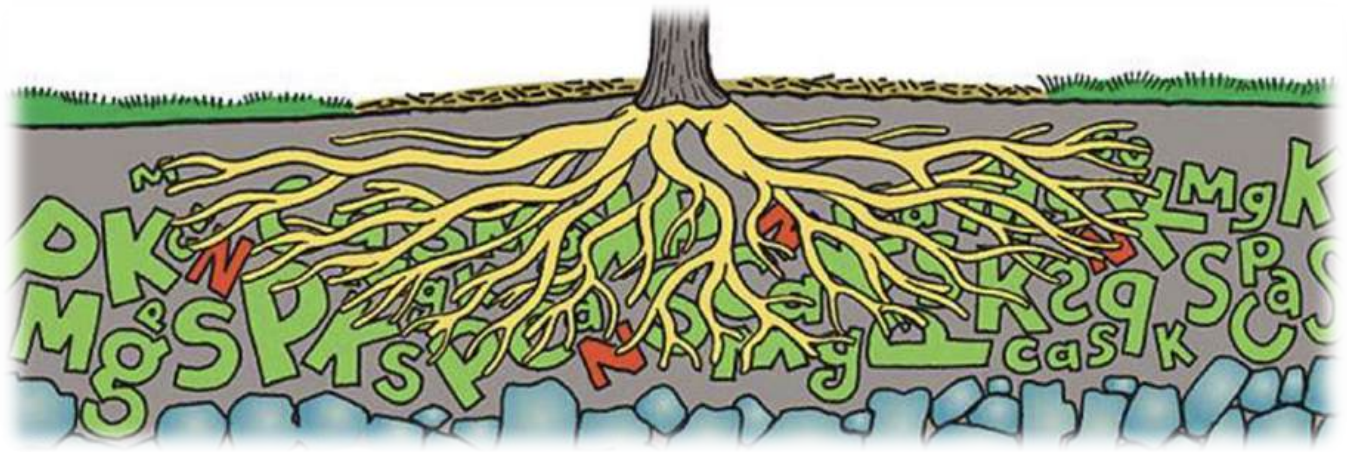


Figure 4.2: Proper Mulching Practices.

Fertilization

Fertilizers should be applied to trees only when a nutrient deficiency is confirmed through lab analysis of soil and tissue samples. Some pests and diseases can mimic symptoms typically associated with nutrient deficiencies, so samples should always be taken to confirm the deficiency before fertilizer is applied. For new tree plantings, adding organic amendments to the top six inches of backfill soil will improve soil structure and promote the development of beneficial soil microbes and healthy root growth for the tree.

If specific nutrient deficiencies are identified in soil or tissue samples, a Certified Arborist or Pest Control Advisor can provide an appropriate fertilizer treatment plan. Further information regarding tree nutrient requirements and fertilizer application can be found in Appendix B in the ISA *Tree and Shrub Fertilization BMP*.



Pruning

Pruning of mature trees is discussed as part of the Maintenance Program. Where practical pruning should be conducted according to ANSI A300 Standards and ISA Best Management Practices (Appendix B). Some general acceptable pruning guidelines include:

- Define the objectives of the pruning.
- Remove only the amount of material necessary to meet the objectives.
- To the extent possible, avoid cuts to large branches (branches with a diameter of four inches 4” or greater) that will create a large wound. Large wounds are more susceptible to pests, disease, and decay.
- Avoid poor pruning practices such as flush cuts; topping, lion-tailing, excessive thinning, excessive raising, or excessive reduction.
- Make cuts back to branch unions with the remaining branch at least one-third the diameter of the branch to be removed; do not leave stubs.
- Use the three-cut method (Figure 4.3) to preserve the branch collar and avoid bark tearing to the trunk or remaining branch.
- Sanitize pruning equipment with an alcohol or bleach solution before moving to a different tree, or making a cut on the same tree if disease or pest infestation is suspected on the previously cut branch.

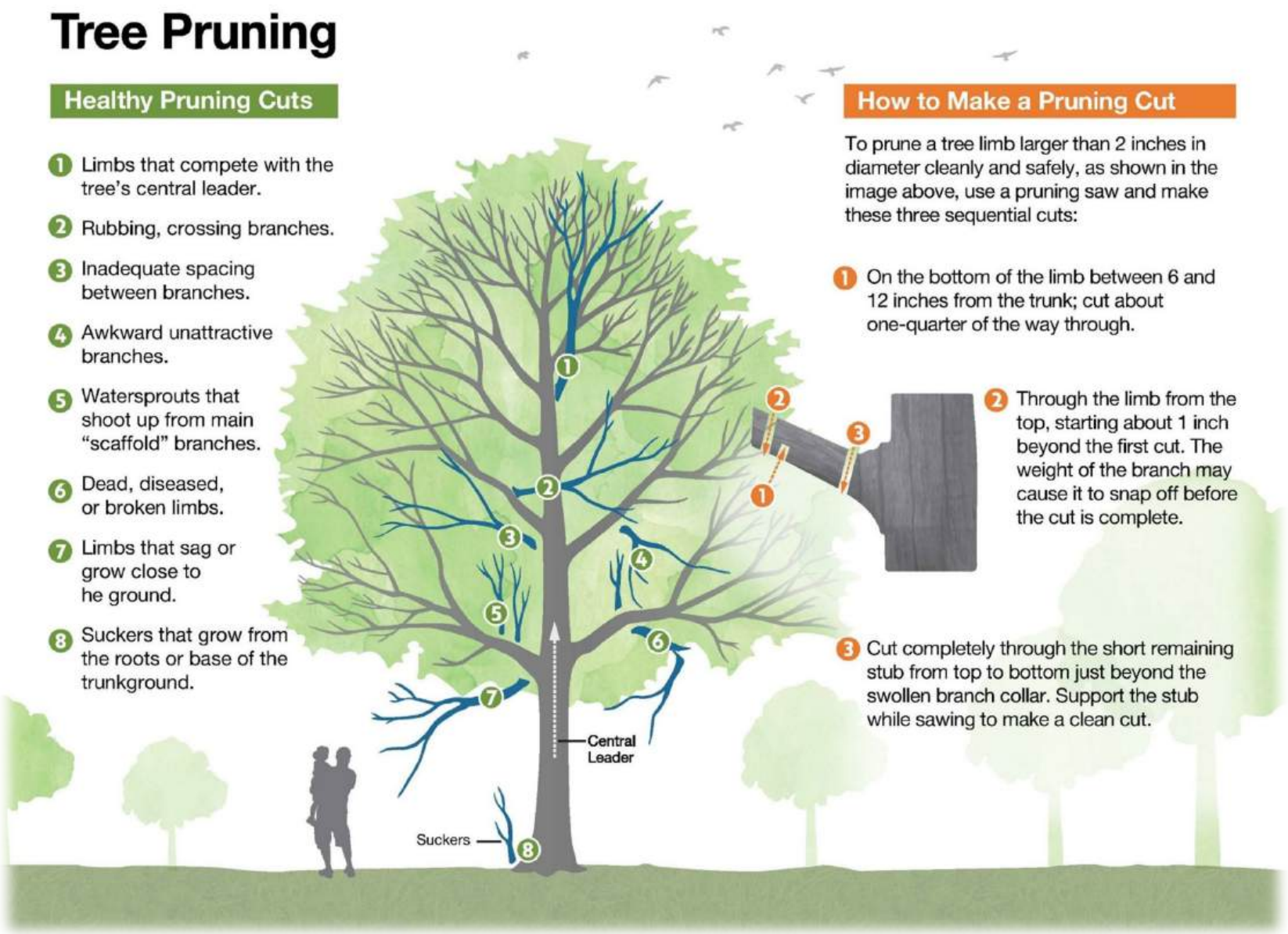


Figure 4.3: Tree Pruning.

Structural pruning of young trees promotes healthy branch architecture, reduces the need for excessive trimming, and reduces the number of large branch cuts as the tree matures. Figure 4.14 details the objectives of a structural pruning plan for young trees.

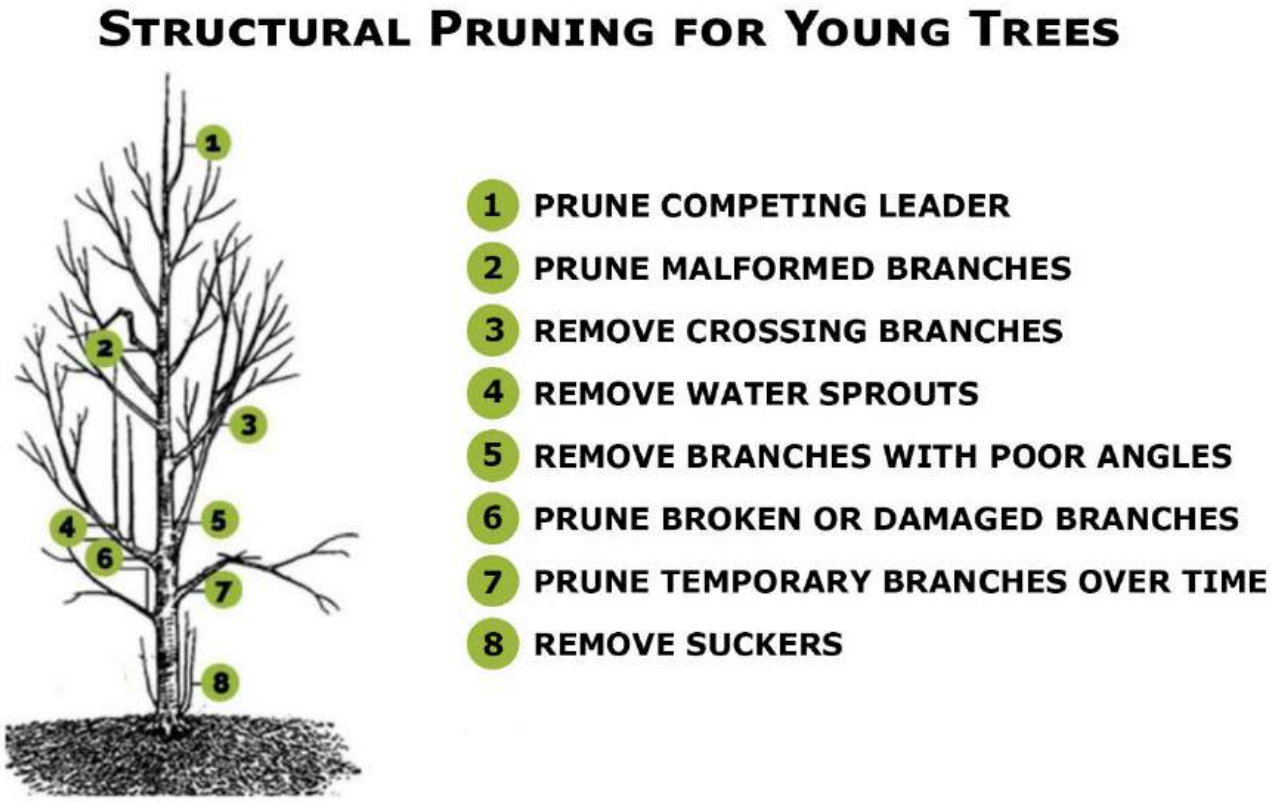


Figure 4.4: Structural Pruning Objectives for Young Trees

Sanitation

Sanitation practices involve removing broken, dead, diseased, or pest-infested branches from a tree. Broken and dead branches can serve as sites for pest infestation or as entry points for pathogens into the tree. Removing branches infected by a pathogenic disease or infested with a bark or stem-boring pest can help slow or even eliminate the spread of the pest or disease to other parts of the tree. It is an important part of this process to remove pest-infested or diseased branches, twigs, and foliage from the site and dispose of these parts according to recommended protocols. An ISA Certified Arborist, Pest Control Advisor, County Agricultural Commissioner, or the local office of the University of California Cooperative Extension Division of Agriculture and Natural Resources (UCANR) can provide recommended disposal protocols.

INTEGRATED PEST MANAGEMENT

The cultural practices above are an integral part of plant health care and the first step in an Integrated Pest Management (IPM) Program. IPM is a combination of multiple practices for the prevention and control of pests and diseases. Proper cultural practices focus on reducing abiotic (non-living) factors that can affect a tree's health. Healthy trees are better able to tolerate and resist pests and are less susceptible to pathogenic disease. In addition to the cultural practice standards, the City of Carson IPM Program includes regular urban forest monitoring, biological control practices, tracking of emerging pests and diseases, and chemical control when necessary. This UFMP discussed the general framework of the IPM Program. Specific pest and disease issues will apply this framework in consultation with a licensed California Department of Pesticide Regulation Agricultural Pest Control Adviser (Pest Control Adviser).

Urban Forest Monitoring

Regular monitoring of the urban forest trees for early signs of abiotic stress, pests, and disease is an important part of the City of Carson's IPM Program. The number of treatment options for most pests and diseases is greater and usually more effective when detected early. As part of the Maintenance Program, trees scheduled for pruning will be inspected by the contractor prior to being assigned to the City crew or contractor. The crew will also inspect the tree before starting work and continue to look for signs of pests or disease as the work progresses.

In addition to maintenance monitoring and specific inspection requests submitted through the Tree Maintenance Supervisor, an ISA Certified Arborist contractor should conduct quarterly windshield surveys of the entire urban forest to identify trees showing obvious signs of stress, pests, or disease. Trees showing any signs or symptoms of stress, pests, or disease will be recorded in The City's Electronic Inventory System for follow-up inspections to determine the cause and the appropriate treatment plan.

Pest/Disease Identification

Proper identification of the abiotic factor, pest, or disease that is causing the observed symptoms is a key part of the City of Carson IPM Program. When no direct signs of known pests or disease are observed at the time of inspection, the inspector will photograph the symptoms and signs and collect samples for submittal to a qualified laboratory for identification.

Common Pests and Diseases

Table 4.4 shows some common pests and diseases associated with Genera or specific species present in the current City of Carson urban forest inventory or in the approved plant palette. This is not an all-inclusive list of potential pests and cannot account for future emerging pest issues. Further information on these pests and diseases is provided in Appendix D.

Common Name	Botanical Name	Common Pest Associates	Common Disease Associates
Jacaranda	*Jacaranda mimosifolia*	Invasive Shot Hole Borer and Aphids	Phytophthora, Root Rot
Carrot wood	*Cupaniopsis anacardioides*	Invasive Shot Hole Borer	Root Rot, Verticillium
Fern pine	*Afrocarpus falcatus*	Podocarpus Aphid, California Red Scale	Leaf Spot
American Sweetgum	*Liquidambar styraciflua*	Invasive Shot Hole Borer, Aphids, Caterpillars, Scales and Gypsy Moth	Armillaria, Anthracnose, Chlorosis, Sooty Mold, Root Rot,
Canary Island Pine	*Pinus canariensis*	Armillaria, Phytophthora, Root Rot	Sooty Mold, Aphids, Beetle Borers and Spider Mites
Brisbane box	*Lophostemon confertus*	Scales	Phytophthora, Root Rot
Mexican Fan Palm	*Washingtonia robusta*	Beetle Borers and South American Palm Weevil	Leaf Spot, Diamond scale, Bud Rot
Brazilian Pepper	*Schinus terebinthifolia*	Scales	Armillaria, Root Rot, Verticillium
Southern magnolia	*Magnolia grandiflora*	Invasive Shot Hole Borer, Aphids, Scales, Spider Mites	Armillaria, Root Rot, Verticillium
Crape myrtle	*Lagerstroemia indica*	Aphids	Powdery Mildew, Sooty Mold

Table 4.6: Selected Pest and Diseases Associated with Tree Species Currently in the Urban Forest Inventory or Approved Plant Palette.

Cultural and Biological Pest Control

Most pathogenic fungi and bacteria thrive in moist, cool conditions. Over-irrigated soils can provide a favorable environment for pathogens that cause root rot. Excessive moisture at the base of a tree, due to a buried root flare or an irrigation head directed at the trunk, can promote conditions favorable to many vascular and rot diseases. Dense foliage growth provides shelter for insect pests and reduces airflow, which can increase moisture retention in the inner canopy and create favorable conditions for causal agents of branch and leaf diseases. Flushes of new growth resulting from unnecessary or inappropriately timed fertilizer application can attract insect pests and promote population growth. Eliminating favorable environmental conditions for growth, reproduction, and spread can keep many pests and diseases at tolerable levels in the urban forest.

In addition to cultural controls, some insects can be effective at controlling pest populations as natural predators and parasitoids. Examples of natural predators and parasitoids are provided in Appendix D. There are three biological control implementation approaches: conservation, augmentation, and introduction. The conservation approach focuses on maintaining an environment that promotes existing beneficial insects. Avoidance of broad-spectrum pesticides in favor of products that kill only targeted pests, and timing applications to reduce impacts on beneficial insects, are important aspects of natural enemy conservation. Augmentation involves releasing native and naturalized beneficial insects to supplement existing populations. Many common natural predators are commercially available for purchase as part of an augmentation program. The introduction approach is a highly regulated process of releasing non-native predatory species, and it is usually reserved for introduced pest species that lack native or naturalized predators. Before a non-native predator can be considered for release, it undergoes years of testing under government agency supervision to ensure the potential predator will not have adverse impacts on the native ecosystem.

The cultural practices are a key component of the City of Carson IPM Program. In addition, the Program will promote the conservation of beneficial insects by reducing the use of broad-spectrum pesticides and by timing pesticide applications to minimize impacts on these species to the extent feasible. Augmentation of existing beneficial insect populations will be considered on a case-by-case basis in consultation with a licensed Pest Control Advisor. The introduction approach is beyond the scope of the City of Carson, although the City may consider participating in introduction programs conducted by the Los Angeles County Agricultural Commissioner (County Agricultural Commissioner), UCANR, or other available agencies.

Emerging Pests and Diseases

The introduction of new non-native pests and diseases is an ongoing, dynamic process that requires urban forest managers to stay up to date on the latest information. Staff participation in continuing education opportunities, seminars, and conferences through the ISA and other arboriculture and landscape industry-related professional organizations is an important component of the IPM Program. Partnerships and consultation with the County Agricultural Commissioner's Office, UCANR, and private consultants will also be part of tracking emerging pests and diseases.

Chemical Control

The goal of the City of Carson IPM Program is to reduce the use of pesticides, especially broad-spectrum pesticides, to control pests and diseases within the urban forest to the extent possible by selecting the appropriate species for the planting site (Tree Palette), following the proper BMPs and Standards for installation (Planting Plan), adhering to the Maintenance Program and applying the above mentioned monitoring, cultural and biological control practices. Under this program, chemical control is the last option when other methods cannot control a pest or disease. Before initiating chemical control, the Tree Maintenance Supervisor will consult with a licensed Pest Control Advisor to develop a treatment plan and obtain a written Pesticide Recommendation.

RISK ASSESSMENT

Despite proper management to maintain a healthy urban forest that maximizes the benefits to the community, there are risks to persons and property associated with trees. Trees are living organisms, and the potential for failure, either in entirety or in part, cannot always be predicted. The goal for urban forest managers is to find a balance in which the benefits outweigh the risks associated with the trees.

The ISA has developed the Tree Risk Assessment Qualification (TRAQ) to train arborists to evaluate this risk to the greatest extent possible. Risk assessment ratings can assist the Tree Maintenance Supervisor in prioritizing maintenance needs and scheduling maintenance work.

TRAQ designates three levels for conducting risk assessments based on the level of detail required.

- **Level 1 Limited Visual Assessment**: a tree or tree population is observed from one perspective to identify obvious defects or conditions with increased likelihood of failure near specified targets. Level 1 Risk Assessments can also be conducted from a slow-moving vehicle or aerially using an unmanned aerial vehicle (drone).
- **Level 2 Basic Assessment**: a 360° ground-based visual inspection of the subject tree(s) and the surrounding site. The visible buttress roots, trunk, and branches are inspected for defects, and each defect is evaluated for the likelihood of failure. The likelihood of failure is combined using a matrix that accounts for the likelihood of the failed part contacting each of the identified targets to determine the overall likelihood that a particular target will be struck. Occupancy rate and the target's distance from the tree are factored into this determination. The likelihood of failure and impact are combined in a separate matrix, along with the consequences of the impact on the target, to assign a risk rating for the tree or tree part.
- **Level 3 Advanced Assessment**: advanced assessment to obtain more detailed information about specific tree parts, defects, targets, or site conditions during or after a Level 2 Basic Assessment using specialized equipment, analysis, and/or expertise.

To assess the risk posed by trees in the City of Carson Urban Forest as a whole, a Level 1 Limited Visual Assessment could be performed concurrently with the quarterly windshield surveys, provided the inspector is TRAQ qualified. Trees identified with obvious defects, or for which inspection requests have been submitted to an outside Contractor (WCA at the time of the development of this UFMP), may require a Level 2 Basic Assessment and/or a Level 3 Advanced Assessment conducted by a TRAQ qualified arborist.

URBAN FOREST BIOMASS RECYCLING & REPURPOSING

To maximize environmental benefits, all biomass in the urban forest should be repurposed to the highest possible use in accordance with the current State of California Standards. Biomass from tree maintenance activities in the City of Carson will be chipped on-site or at a collection facility and recycled as organic mulch or repurposed under the Urban Wood Policy, depending on the size and diameter of the material. Vegetative biomass and woody material less than 9“ in diameter shall be chipped on-site or transported to a green material processing center for chipping and recycling as mulch or composting. The minimum size and diameter of woody material that can be repurposed under the Urban Wood Policy may vary by tree species, extent of wood decay, and other factors.

Woody material that cannot be repurposed due to any of these factors shall be chipped on-site or transported to a processing center for chipping and recycling.

The objective of the Urban Wood Policy is to maximize sequestered carbon and use removed trees in the most efficient way possible. This effort uses trees removed from urban environments and prioritizes their highest potential environmental value. Environmental benefits are realized by diverting wood that would otherwise go to landfills and by reducing greenhouse gas emissions released through traditional disposal processes. Co-benefits include sourcing local raw materials for construction, maximizing the value of trees being removed, and displaying urban wood products in the community, all of which tell the unique story of the city where the trees grew and matured.

Subject to the availability of funding, the City of Carson may promote sustainability through urban forest operations in the following ways:

TREE RECYCLING PLAN

Trees that are removed may be repurposed for their highest use. This includes, but is not limited to, being milled into lumber, left in public spaces as natural architecture (including wildlife habitat), or crafted into usable products such as benches, picnic tables, new non-structural construction elements, and other wood crafts and projects. The selection criteria for urban wood shall be made at the discretion of the Director of Public Works in consultation with an urban wood repurposing facility. Suggested resources for wood processing can be found at USRW Certified Wood Standards and Urban Wood Network - A Network of Municipalities, Arborists, Sawmills, Suppliers, Manufacturers & Makers, Professionals, and Stakeholders.

SPECIES REPLACEMENT PLAN

Tree replacement criteria should include a consideration for end-of-life uses, including lumber. For City trees removed with potential for urban wood, a replacement tree from the Approved Tree Palette in this UFMP will be considered for replanting. The available planting space for the replacement species, the presence of overhead utility lines, and the desired resident benefits for the location should be considered in the species selection process.

URBAN WOOD PUBLIC CONSTRUCTION PROJECTS

Urban wood should be considered in all city projects. It is suggested that urban wood utilization be approved by the Director of Public Works, if applicable. When approval is required, all project scope details shall comply with all municipal construction and/or building code standards. Use of the certification standards as set by the Urban, Salvaged, or Reclaimed Woods Network and endorsed by the Urban Wood Network is recommended to ensure quality. (USRW Certified Urban Wood Standards).

EMERGENCY OPERATIONS

Regularly scheduled maintenance, inspection, structural pruning, and plant health care will significantly reduce the frequency of tree failure, but they cannot eliminate failures entirely. Branches, trunks, or entire trees may still fail due to storm events, mechanical damage, or other unpredictable environmental factors. As living organisms, trees may fail without warning or discernible cause. These unexpected failures can damage structures, disrupt traffic patterns, and potentially cause injuries. They constitute an emergency that must be addressed immediately. The remainder of this section describes the procedures of the City of Carson's Tree Emergency Operations Plan.

INCIDENT REPORTING

Tree-related incidents that occur during normal business hours for the City of Carson Public Works Department, Monday – Thursday, 7 a.m. – 6 p.m., can be reported by phone at (310) 830-7600. Tree-related incidents that occur outside standard business hours can be reported by City residents through the Carson Sheriff's Station Non-Emergency Line at (310) 830-1123 or by calling 911 if the incident results in injury or immediate safety concerns requiring police or fire department response.

STORM EVENTS

When weather forecasts predict a significant storm or Santa Ana Wind, City of Carson Tree Maintenance Staff and the City's Tree Maintenance Contractor assess the potential for branch and tree failures. For storms that pose a higher risk of such failures, additional City or Contractor staff may be assigned to respond to emergency calls and patrol areas with a higher probability of failures, based on tree species and potential targets that could be impacted after normal Public Works operating hours.

INCIDENT RESPONSE

For calls received during normal Public Works Department working hours, the Public Works Superintendent - Operations and Maintenance or the Tree Maintenance Supervisor will contact the appropriate City staff or an outside contractor to inspect the incident site and assess the necessary response. If an immediate response is required, the Superintendent or the Tree Maintenance Supervisor will mobilize the appropriate City staff or outside contractors.

For calls received after normal Public Works hours, the Carson Sheriff's Station Non-Emergency Line Staff will contact the Public Works Superintendent - Operations and Maintenance to mobilize the appropriate City staff or an outside contractor to inspect access to the incident site and assess the needed response. If an immediate response is required, the Superintendent or Tree Maintenance Supervisor will mobilize the appropriate City staff or an outside contractor.

EMERGENCY RESPONSE BY OUTSIDE CONTRACTORS

Requests for emergency tree responses from an outside contractor require approval from the Director of Public Works. Once approved, the contractor will be contacted per established procedures and mobilized to the emergency location. As the current Tree Emergency response contractor for the City of Carson, the West Coast Arborist (WCA) emergency response procedure is outlined below as an example. The contact information and contractor procedures will need to be periodically updated as contact personnel change or the city selects a new emergency services contractor.

West Coast Arborist Emergency Tree Services Contact Procedure

For emergency services calls in the City of Carson during WCA standard business hours (7:00 a.m. to 4:00 p.m. Monday through Friday, not including holidays), contact:

West Coast Arborist Anaheim Corporate Office – (714) 991-1900

For emergency service calls outside standard working hours, the WCA on-call manager can be contacted through the Limb Down line at (866) LIMB.DOWN [(866) 546-2369]. Once the on-call manager has been contacted, site details and additional information can be emailed to LIMBDOWN@WCAINC.COM.

WCA emergency response crews will be on-site within 2 hours of receiving the call request.

DEBRIS MANAGEMENT

Foliage and woody debris resulting from the emergency response shall be taken to a green waste facility approved by the Department of Public Works. The responding City or contractor crew is responsible for removing the debris before leaving the worksite. Larger woody debris, such as trunks and large branches, may be transported to an urban wood recycling location as described in the previous section.

WILDLIFE PROTECTION

The many benefits to the community provided by the trees in the City of Carson have been presented throughout this UFMP. In addition to the benefits for people, the urban forest also provides habitat for a great number of wildlife species. Trees can serve as valuable sites for roosting, foraging, shelter, and nesting, attracting many wildlife species that would otherwise not be found in urban environments. Interactions with many of these wildlife species, such as resident and migrating birds, add to the beauty and quality of life for the residents of the community.

The City of Carson is aware that many of the tree maintenance activities included in the UFMP may impact and/or cause harm to wildlife and that measures to protect wildlife are a key component to the Urban Forest Operations Plan. In addition to the community benefits they provide; Federal and State of California laws require measures to protect wildlife in the urban forest including:

- Federal Migratory Bird Treaty Act (MBTA)
- Federal Endangered Species Act (ESA)
- Federal Bald and Golden Eagle Protection Act (BGEPA)
- California Endangered Species Act (CESA)
- California Fish and Game Code Sections 1600-1617

The degree to which tree maintenance activities impact wildlife will vary based on the time of year and the habitat value associated with the species of tree(s) where maintenance work will be performed. Wildlife can nest at any time during the year and in any tree regardless of habitat value, however, the likelihood of activity is much higher during the breeding season for the wildlife species in trees with higher habitat value. Table 4.5 provides the breeding periods for selected groups of birds as a general guideline.

To assist urban forest managers in deciding the level of protection measures required, the ISA Tree Care for Wildlife Best Management Practices (Appendix B) suggests three categories determined by

the breeding season for the species, or group of species of concern, and the habitat value provided by the tree(s) that require maintenance activities. The three categories are defined according to the matrix in Table 4.8.

To protect wildlife during tree maintenance activities, the City of Carson will implement the following measures for all City Maintenance Crews and Tree Maintenance Contractors:

- For Work to be performed in Category 1 Wildlife Protection Areas:
    - Crews will be trained by a Wildlife Trained Arborist or Wildlife Biologist to conduct pre-work inspections for signs of nesting wildlife. The training can be site-specific or general wildlife awareness training for city-wide work.
    - Trained crews will conduct a pre-work survey for wildlife prior to beginning work.
    - Inspections will be documented on a form approved by the Director of Public Works.
- For Work to be performed in Category 2 Wildlife Protection Areas:
    - Pre-work inspection will be conducted by a Wildlife Trained Arborist.
    - Inspections will be documented on a form approved by the Director of Public Works.
- For Work to be performed in Category 3 Wildlife Protection Areas:
    - Pre-work inspection will be conducted by a Wildlife Biologist or Wildlife Trained Arborist specifically trained by a Wildlife Biologist for High Habitat Value areas in the City of Carson.
    - Inspections will be documented on a form approved by the Director of Public Works.
- If signs of wildlife nesting activity are observed:
    - The scheduled work will be delayed until the nesting activity has concluded, and the young have left the nest, as determined by a Wildlife Trained Arborist or Wildlife Biologist.
    - An appropriate buffer, according to Table 4.7 or at the direction of a Wildlife Biologist, will be established around the nest. Maintenance work will be delayed for any scheduled trees that fall within the buffer area or would require crews or equipment to enter the buffer area to conduct the scheduled work.
    - Signs will be posted on the nesting tree and any additional trees in the buffer area to provide public notice of the delay in work.
    - A note will be attached in the City's electronic inventory system to the nesting tree site and any tree sites within the buffer zone detailing the wildlife nesting and the delay in the maintenance work.
    - The Director of Public Works will be notified of the delayed work.

Bird Group	Typical Breeding Season	Egg Incubation Period (Days)	Duration of Period from Hatching to Young Leaving the Nest	Minimum Buffer Radius for Low Habitat Value Trees (feet)	Minimum Buffer Radius for High Habitat Value Trees (feet)
Herons and Egrets	January – August	19 – 27	21 – 81 days	200	300
Birds of Prey (Hawks, Vultures, Falcons)	February - August	25 – 36	4 – 7 weeks	300	500
Doves	February - November	14 – 20	13 – 30 days	100	300
Owls	January – July	26 – 35	28 – 60 days	300	500
Hummingbirds	December - July	13 – 18	20 – 23 days	100	300
Songbirds (eg. Finches, kingbirds, mockingbirds)	February - August	11 – 17	9 – 25 days	100	300
Crows, Ravens, Jays	February - August	15 – 21	Jays: 18 days Crows: 35 days Ravens: 5 – 6 weeks	100	300

Table 4.7: Breeding Season, Incubation Period, Fledging Duration, and Buffer Requirements for Selected Groups of Birds.

	Low Value Habitat	High Value Habitat	Sensitive Habitat
Non-Breeding Season	Category 1	Category 2	Category 3
Breeding Season	Category 2	Category 3	Category 3

Table 4.8: Wildlife Protection Categories.
(From the ISA *Tree Care for Wildlife Best Management Practices*)



TREE PLANTING PLAN

SUSTAINABILITY

The urban environment presents many challenges for the growth and development of trees. The area needed for root expansion, to provide structural support and access to adequate water and nutrients for tree growth and development, is often limited by the building, hardscape, and infrastructure footprints necessary to support the community. The expansion of a tree's canopy to gather more light and support growth often conflicts with overhead utilities, buildings, and traffic signs. Increased temperatures due to reflected heat from structures and hardscape increase evapotranspiration, taxing tree root systems to take up more water to compensate.

These obstacles become more daunting as Southern California trends toward hotter, drier weather as part of global climate change. Climate prediction models, such as The Climate Explorer, project an increase in average daily temperatures of one to three degrees Fahrenheit (1° – 3°F) from 2020 to 2030, with an additional one to two degrees Fahrenheit (1° – 2°F) by 2040. The temperature change is likely to be accompanied by more unpredictable annual precipitation and longer periods of drought between extreme storm events. Many common Southern California street tree species will struggle to adapt to the changing climate, either succumbing directly to drought stress or to increased susceptibility to pests and diseases.

Sustaining Carson's urban forest under these conditions requires the City to commit resources to three priorities simultaneously: the cultural and maintenance practices described in the previous section, careful matching of species to site, and the purchase of high-quality nursery stock installed in accordance with ISA Best Management Practices and ANSI A300 Standards. Because those resources are finite, they must be allocated where they deliver the greatest community benefit. The guidance in this section is drawn from current research, industry practices, and published standards at the time of drafting, and is intended to provide City tree management staff with a practical basis for species selection, installation, and the protection of mature trees.

TREE PALETTE

Installing the wrong tree species for the site can lead to increased maintenance efforts and costs, higher water use, damage to infrastructure, conflicts with overhead utilities, lighting, traffic signs, and signals, and may even result in the tree's death. The need to conserve water resources, due to climate change and sustained drought, must also be a major consideration in species selection as the City of Carson looks to replace removed trees or fill vacant sites to expand the Urban Forest. Tables 5.1 – 5.6 below list the appropriate tree species based on planting area size, proximity to overhead utility lines, and water use. Trees currently in the City of Carson Urban Forest inventory are indicated with an asterisk (*). Trees that are native to the southern California region are marked with a double dagger symbol (‡). A profile is provided for all species not currently included in the inventory.

PLANT CHARACTERISTICS USED

Foliage Type

This characteristic describes how long leaves persist on trees of a given species. The three categories for foliage type are evergreen, deciduous, and partly deciduous.

Evergreen – Trees that do not lose all their leaves or needles at once. These trees shed older leaves at specific times or throughout the year, depending on the species. Evergreen trees remain green throughout the winter.

Deciduous – Trees that lose their leaves completely and enter a period of dormancy in a given season. Most species are fall- or winter-deciduous and become dormant during the colder months of the year; however, there are a handful of drought-deciduous species that enter dormancy during the summer when temperatures are higher and water is less available.

Partly Deciduous – Trees that lose most of their leaves during the dormancy period but still retain some living foliage at lower densities.

Some tree species can adapt their foliage type to climate and local weather patterns. For example, if winter temperatures in a given area are mild and rarely drop below freezing, a normally deciduous species may adopt a partially deciduous foliage type in that area. Species that exhibit this adaptive characteristic are indicated in the tables below with a range for the foliage type.

Maximum Height and Width

The maximum height and width values presented in the tables and species profiles that follow represent the observed values, in feet, for trees of each species from the available literature. Environmental factors such as the availability of growing space, light, and water may limit growth, preventing individual trees from reaching these dimensions.

Water Usage

The water usage rating given for each tree species in the tables and species profiles below is based on the Water Use Classification of Landscape Species (WUCOLS) values. WUCOLS rates the water usage by species according to four categories, Very Low, Low, Moderate, High. For species that have not been evaluated as part of WUCOLS, water usage rates were based on the values presented in the SelecTree databases using the same scale values.

Very Low – Once established, species with a Very Low rating do not require irrigation water to supplement normal precipitation, except in years with below-average rainfall.

Low – Once established, species with a Low rating require only minimal irrigation water during the summer months.

Medium – Once established, species with a Moderate rating require irrigation water to remain healthy, especially during the summer and during long periods without precipitation.

High – Species with a High rating require regular irrigation to remain healthy, especially during the summer.

APPROVED TREE PALETTE

The list of tree species approved for new and replacement installations in areas managed by the City of Carson is presented in Table 5.1. For each approved species, the table lists the common name, botanical name, minimum planter size, potential to damage hardscape, potential conflicts with overhead utility lines, foliage type, maximum height and width, and water requirements. The overall list is further organized by minimum planter space and compatibility with overhead utility lines in Tables 5.2 – 5.5.

The availability of nursery stock for these species for emergencies and other small-quantity replacements may vary with industry trends, leading to overrepresentation of more commonly available species in the Urban Forest inventory.

Common Name	Botanical Name	Planter Size (Ft)	Potential Hardscape Damage	Overhead Utility Line Compatible	Foliage Type	Max Height (Ft)	Max Width (Ft)	Water Use
Shoestring Acacia	*Acacia stenophylla*	4 – 7	Low	No	Evergreen	30	20	Very Low
Shantung Maple	*Acer truncatum*	4 – 7	Low	No	Deciduous	30	30	High
California Buckeye ‡	*Aesculus californica*	4 – 7	Low	Yes	Deciduous	25	30	Low
African Fern Pine *	*Afrocarpus falcatus*	> 7	Low	No	Evergreen	50	50	Medium
Peppermint Tree *	*Agonis flexuosa*	4 – 7	Moderate	No	Evergreen	30	30	Low
Strawberry Tree *	*Arbutus 'Marina'*	2 - 4	Low	No	Evergreen	40	30	Medium
Strawberry Madrone *	*Arbutus unedo*	4 – 7	Low	No	Evergreen	35	35	Medium
King Palm *	*Archontophoenix cunninghamiana*	4 – 7	Moderate	No	Evergreen	70	15	Medium
Hong Kong Orchid Tree *	*Bauhinia x blakeana*	4 – 7	Low	No	Partly Deciduous	40	25	Medium
Weeping Bottlebrush *	*Callistemon viminalis*	2 – 4	Low	Yes	Evergreen	20	20	Low
Gold Medallion Tree *	*Cassia leptophylla*	4 – 7	Low	Yes	Partly Deciduous	30	30	Medium
Purple Leaf Eastern Redbud	*Cercis canadensis 'Forest Pansy'*	4 – 7	Low	No	Deciduous	40	35	Medium
Western Redbud *	*Cercis occidentalis*	2 – 4	Low	Yes	Deciduous	30	20	Medium
Bubba Desert Willow	*Chilopsis linearis 'Bubba'*	2 – 4	Low	Yes	Deciduous	20	20	Low
Chinese Fringe Tree *	*Chionanthus retusus*	2 – 4	Low	Yes	Deciduous	30	15	Medium
Chitalpa *	*x Chitalpa tashkentensis*	4 – 7	Low	No	Deciduous	30	30	Low
Bushy Yate *	*Eucalyptus conferruminata*	4 – 7	Low	No	Evergreen	30	30	Low
Red Flowering Gum *	*Eucalyptus ficifolia*	4 – 7	Moderate	No	Evergreen	45	60	Low
Coral Gum *	*Eucalyptus torquata*	4 – 7	Low	No	Evergreen	40	30	Very Low
Australian Willow *	*Geijera parviflora*	4 – 7	Low	No	Evergreen	60	20	Medium
Ginkgo *	*Ginkgo biloba*	4 – 7	Moderate	No	Deciduous	60	40	Medium

Common Name	Botanical Name	Planter Size (Ft)	Potential Hardscape Damage	Overhead Utility Line Compatible	Foliage Type	Max Height (Ft)	Max Width (Ft)	Water Use
Golden Trumpet Tree *	*Handroanthus chrysotrichus*	2 – 4	Moderate	No	Partly Deciduous	30	30	Medium
Pink Trumpet Tree *	*Handroanthus heptaphyllus*	4 – 7	Moderate	No	Partly Deciduous	30	25	Medium
Goldenrain Tree*	*Koelreuteria paniculata*	4 – 7	Low	No	Partly Deciduous	40	40	Medium
Crape Myrtle *	*Lagerstroemia indica*	2 – 4	Low	Yes	Partly Deciduous	30	25	Low
Brisbane Box *	*Lophostemon confertus*	4 – 7	Moderate	No	Evergreen	50	30	Medium
Blue Palo Verde ‡	*Parkinsonia floridum*	4 – 7	Low	Yes	Partly Deciduous	25	20	Very Low
Avocado*	*Persea americana*	4 – 7	High	No	Evergreen	40	35	Medium
Date Palm *	*Phoenix dactylifera*	> 7	Moderate	No	Evergreen	50	40	Low
Japanese Black Pine *	*Pinus thunbergii*	4 – 7	Moderate	No	Evergreen	30	35	Medium
Torrey Pine ‡	*Pinus torreyana*	> 7	Moderate	No	Evergreen	50	25	Low
Chinese Pistache *	*Pistacia chinensis*	4 – 7	Low	No	Deciduous	40	35	Low
Red Push Pistache *	*Pistacia 'Red Push'*	4 – 7	Low	No	Deciduous	40	40	Medium
Cape Pittosporum *	*Pittosporum viridiflorum*	2 – 4	Low	No	Evergreen	30	20	Low
London Plane Tree *	*Platanus x hispanica*	> 7	High	No	Deciduous	80	50	Medium
Guava *	*Psidium guajava*	4 – 7	Low	Yes	Evergreen	20	25	Medium
Coast Live Oak ‡ *	*Quercus agrifolia*	4 – 7	Moderate	No	Evergreen	70	70	Low
Engelmann Oak ‡ *	*Quercus engelmannii*	4 – 7	Low	No	Partly Deciduous – Evergreen	70	80	Low
Cork Oak *	*Quercus suber*	> 7	Moderate	No	Evergreen	70	70	Low
Island Oak ‡	*Quercus tomentella*	4 – 7	Low	No	Evergreen	50	40	Low
Firewheel Tree	*Stenocarpus sinuatus*	4 – 7	Low	No	Evergreen	50	15	Medium
Queen Palm *	*Syagrus romanzoffianum*	4 – 7	Not listed	No	Evergreen	50	30	Medium
Windmill Palm *	*Trachycarpus fortunei*	2 – 4	Low	No	Evergreen	30	10	Low

Table 5.1: Approved Tree Species Palette.

PLANTING SPACE RANGING 2 – 4 FEET WIDE

The following species (Table 5.2) are recommended for small tree wells, narrow parkways, medians, or other City-maintained planting areas where the smallest dimension is between two and four feet.

Common Name	Botanical Name	Foliage Type	Max Height (Ft)	Max Width (Ft)	Water Use	Overhead Utility Line Compatible
Strawberry Tree *	*Arbutus 'Marina'*	Evergreen	40	30	Medium	No
Weeping Bottlebrush *	*Callistemon viminalis*	Evergreen	20	20	Low	Yes
Western Redbud *	*Cercis occidentalis*	Deciduous	30	20	Medium	Yes
Bubba Desert Willow	*Chilopsis linearis 'Bubba'*	Deciduous	20	20	Low	Yes
Chinese Fringe Tree *	*Chionanthus retusus*	Deciduous	30	15	Medium	Yes
Golden Trumpet Tree *	*Handroanthus chrysotrichus*	Partly Deciduous	30	30	Medium	No
Crape Myrtle *	*Lagerstroemia indica*	Partly Deciduous	30	25	Low	Yes
Cape Pittosporum *	*Pittosporum viridiflorum*	Evergreen	30	20	Low	No
Windmill Palm *	*Trachycarpus fortunei*	Evergreen	30	10	Low	No

Table 5.2: Species Appropriate for 2–4-Foot-Wide Planting Areas.

PLANTING SPACE RANGING 4 – 7 FEET WIDE

The following species (Table 5.3) are recommended for parkways, medians, or other City-maintained planting areas where the smallest dimension is at least four feet wide.

Common Name	Botanical Name	Foliage Type	Max Height (Ft)	Max Width (Ft)	Water Use	Overhead Utility Line Compatible
Shoestring Acacia	*Acacia stenophylla*	Evergreen	30	20	Very Low	No
Shantung Maple	*Acer truncatum*	Deciduous	30	30	High	No
California Buckeye ‡	*Aesculus californica*	Deciduous	25	30	Low	Yes
Peppermint Tree *	*Agonis flexuosa*	Evergreen	30	30	Low	No
Strawberry Madrone *	*Arbutus unedo*	Evergreen	35	35	Medium	No
King Palm *	*Archontophoenix cunninghamiana*	Evergreen	70	15	Medium	No
Hong Kong Orchid Tree *	*Bauhinia x blakeana*	Partly Deciduous	40	25	Medium	No
Gold Medallion Tree *	*Cassia leptophylla*	Partly Deciduous	30	30	Medium	Yes
Purple Leaf Eastern Redbud	*Cercis canadensis 'Forest Pansy'*	Deciduous	40	35	Medium	No
Chitalpa *	*x Chitalpa tashkentensis*	Deciduous	30	30	Low	No
Bushy Yate *	*Eucalyptus conferruminata*	Evergreen	30	30	Low	No
Red Flowering Gum *	*Eucalyptus ficifolia*	Evergreen	45	60	Low	No

Common Name	Botanical Name	Foliage Type	Max Height (Ft)	Max Width (Ft)	Water Use	Overhead Utility Line Compatible
Coral Gum *	*Eucalyptus torquata*	Evergreen	40	30	Very Low	No
Australian Willow *	*Geijera parviflora*	Evergreen	60	20	Medium	No
Ginkgo *	*Ginkgo biloba*	Deciduous	60	40	Medium	No
Pink Trumpet Tree *	*Handroanthus heptaphyllus*	Partly Deciduous	30	25	Medium	No
Goldenrain Tree*	*Koelreuteria paniculata*	Partly Deciduous	40	40	Medium	No
Brisbane Box *	*Lophostemon confertus*	Evergreen	50	30	Medium	No
Blue Palo Verde ‡	*Parkinsonia floridum*	Partly Deciduous	25	20	Very Low	Yes
Avocado*	*Persea americana*	Evergreen	40	35	Medium	No
Japanese Black Pine *	*Pinus thunbergii*	Evergreen	30	35	Medium	No
Chinese Pistache *	*Pistacia chinensis*	Deciduous	40	35	Low	No
Red Push Pistache *	*Pistacia 'Red Push'*	Deciduous	40	40	Medium	No
Guava *	*Psidium guajava*	Evergreen	20	25	Medium	Yes
Coast Live Oak ‡ *	*Quercus agrifolia*	Evergreen	70	70	Low	No
Engelmann Oak ‡ *	*Quercus engelmannii*	Partly Deciduous – Evergreen	70	80	Low	No
Island Oak ‡	*Quercus tomentella*	Evergreen	50	40	Low	No
Firewheel Tree	*Stenocarpus sinuatus*	Evergreen	50	15	Medium	No
Queen Palm *	*Syagrus romanzoffianum*	Evergreen	50	30	Medium	No

Table 5.3: Species Appropriate for 4 – 7-Foot-Wide Planting Areas.

PLANTING SPACE GREATER THAN 7 FEET WIDE

The following species (Table 5.4) require planters where the width of the smallest dimension is greater than seven (7) feet. These are larger trees that are better suited for parks and large medians.

Common Name	Botanical Name	Foliage Type	Max Height (Ft)	Max Width (Ft)	Water Use	Overhead Utility Line Compatible
African Fern Pine *	*Afrocarpus falcatus*	Evergreen	50	50	Medium	No
Date Palm *	*Phoenix dactylifera*	Evergreen	50	40	Low	No
Torrey Pine ‡	*Pinus torreyana*	Evergreen	50	25	Low	No
London Plane Tree *	*Platanus x hispanica*	Deciduous	80	50	Medium	No
Cork Oak *	*Quercus suber*	Evergreen	70	70	Low	No

Table 5.4: Species Appropriate for Planting Areas 7-Foot-Wide or Greater.

OVERHEAD UTILITY COMPATIBLE TREES

The following species (Table 5.5) are recommended for planting in areas with overhead utilities.

Common Name	Botanical Name	Foliage Type	Max Height (Ft)	Max Width (Ft)	Water Use
California Buckeye ‡	*Aesculus californica*	Deciduous	25	30	Low
Weeping Bottlebrush *	*Callistemon viminalis*	Evergreen	20	20	Low
Gold Medallion Tree *	*Cassia leptophylla*	Partly Deciduous	30	30	Medium
Western Redbud *	*Cercis occidentalis*	Deciduous	30	20	Medium
Bubba Desert Willow	*Chilopsis linearis 'Bubba'*	Deciduous	20	20	Low
Chinese Fringe Tree *	*Chionanthus retusus*	Deciduous	30	15	Medium
Crape Myrtle *	*Lagerstroemia indica*	Partly Deciduous	30	25	Low
Blue Palo Verde ‡	*Parkinsonia floridum*	Partly Deciduous	25	20	Very Low
Guava *	*Psidium guajava*	Evergreen	20	25	Medium

Table 5.5: Overhead Utility Compatible Trees.

CALIFORNIA NATIVE TREES

The following species (Table 5.6) are native to California.

Common Name	Botanical Name	Planter Size (Ft)	Potential Hardscape Damage	Overhead Utility Line Compatible	Foliage Type	Max Height (Ft)	Max Width (Ft)	Water Use
California Buckeye ‡	*Aesculus californica*	4 – 7	Low	Yes	Deciduous	25	30	Low
Blue Palo Verde ‡	*Parkinsonia floridum*	4 – 7	Low	Yes	Partly Deciduous	25	20	Very Low
Torrey Pine ‡	*Pinus torreyana*	> 7	Moderate	No	Evergreen	50	25	Low
Coast Live Oak ‡	*Quercus agrifolia*	4 – 7	Moderate	No	Evergreen	70	70	Low
Engelmann Oak ‡	*Quercus engelmannii*	4 – 7	Low	No	Partly Deciduous –Evergreen	70	80	Low
Island Oak ‡	*Quercus tomentella*	4 – 7	Low	No	Evergreen	50	40	Low

Table 5.6: Species Appropriate for Planting Areas 7-Foot-Wide or Greater.

SPECIES PROFILES

Shoestring Acacia

Acacia stenophylla

Family: Fabaceae



Courtesy of SelecTree Urban Forest Ecosystems Institute at Cal Poly

CHARACTERISTICS	
California Native:	No
Shape:	Rounded or Vase
Foliage Type:	Evergreen
Max Height:	30 feet
Canopy Width:	20 feet
Growth Rate:	~36in/year
Planting Area:	4 - 7 feet
Water Use:	Very Low
Root Damage Potential:	Low
Utility Friendly:	No
Soil pH:	Slightly Acidic to Very Alkaline
Branch Strength:	Weak







Shantung Maple

Acer truncatum

Family: Sapindaceae



Courtesy of SelecTree Urban Forest Ecosystems Institute at Cal Poly

CHARACTERISTICS	
California Native:	No
Shape:	Rounded or Vase
Foliage Type:	Deciduous
Max Height:	30 feet
Canopy Width:	30 feet
Growth Rate:	~24-36in/year
Planting Area:	4 - 7 feet
Water Use:	High
Root Damage Potential:	Low
Utility Friendly:	No
Soil pH:	Very Acidic to Slightly Alkaline
Branch Strength:	Medium







California Buckeye

Aesculus californica

Family: Sapindaceae



Courtesy of SelecTree Urban Forest Ecosystems Institute at Cal Poly

CHARACTERISTICS	
California Native:	Yes
Shape:	Rounded
Foliage Type:	Deciduous
Max Height:	25 feet
Canopy Width:	30 feet
Growth Rate:	~24in/year
Planting Area:	4 - 7 feet
Water Use:	Low
Root Damage Potential:	Low
Utility Friendly:	Yes
Soil pH:	Very Acidic to Slightly Alkaline
Branch Strength:	Medium







African Fern Pine

Afrocarpus falcatus

Family: Podocarpaceae



Courtesy of SelecTree Urban Forest Ecosystems Institute at Cal Poly

CHARACTERISTICS	
California Native:	No
Shape:	Rounded
Foliage Type:	Evergreen
Max Height:	50 feet
Canopy Width:	50 feet
Growth Rate:	~36 inches/year
Planting Area:	> 7 feet
Water Use:	Medium
Root Damage Potential:	Low
Utility Friendly:	No
Soil pH:	Acidic to Acidic
Branch Strength:	Medium







Peppermint Tree

Agonis flexuosa

Family: Myrtaceae



Courtesy of SelecTree Urban Forest Ecosystems Institute at Cal Poly

CHARACTERISTICS	
California Native:	No
Shape:	Rounded or Vase
Foliage Type:	Evergreen
Max Height:	30 feet
Canopy Width:	30 feet
Growth Rate:	~36 inches/year
Planting Area:	4 - 7 feet
Water Use:	Low
Root Damage Potential:	Moderate
Utility Friendly:	No
Soil pH:	Slightly Acidic to Very Alkaline
Branch Strength:	Strong







Strawberry Tree

Arbutus 'Marina'

Family: Ericaceae



Courtesy of SelecTree Urban Forest Ecosystems Institute at Cal Poly

CHARACTERISTICS	
California Native:	No
Shape:	Rounded or Vase
Foliage Type:	Evergreen
Max Height:	40 feet
Canopy Width:	30 feet
Growth Rate:	~12-24in/year
Planting Area:	2 - 4 feet
Water Use:	Medium
Root Damage Potential:	Low
Utility Friendly:	No
Soil pH:	Very Acidic to Slightly Alkaline
Branch Strength:	Strong







Strawberry Madrone

Arbutus ubedo

Family: Ericaceae



Courtesy of SelecTree Urban Forest Ecosystems Institute at Cal Poly

CHARACTERISTICS	
California Native:	No
Shape:	Rounded or Vase
Foliage Type:	Evergreen
Max Height:	40 feet
Canopy Width:	30 feet
Growth Rate:	~12-24in/year
Planting Area:	2 - 4 feet
Water Use:	Medium
Root Damage Potential:	Low
Utility Friendly:	No
Soil pH:	Very Acidic to Slightly Alkaline
Branch Strength:	Strong







King Palm

Archontophoenix cunninghamiana

Family: Arecaceae



Courtesy of SelecTree Urban Forest Ecosystems Institute at Cal Poly

CHARACTERISTICS	
California Native:	No
Shape:	Rounded or Vase
Foliage Type:	Evergreen
Max Height:	70 feet
Canopy Width:	15 feet
Growth Rate:	~24 inches/year
Planting Area:	4 - 7 feet
Water Use:	Medium
Root Damage Potential:	Moderate
Utility Friendly:	No
Soil pH:	Very Acidic to Very Alkaline
Branch Strength:	N/A







Hong Kong Orchid Tree

Bauhinia x blakeana

Family: Fabaceae



Courtesy of SelecTree Urban Forest Ecosystems Institute at Cal Poly

CHARACTERISTICS	
California Native:	No
Shape:	Rounded
Foliage Type:	Partly deciduous
Max Height:	40 feet
Canopy Width:	25 feet
Growth Rate:	~24 inches/year
Planting Area:	4 - 7 feet
Water Use:	Medium
Root Damage Potential:	Low
Utility Friendly:	No
Soil pH:	Acidic to Alkaline
Branch Strength:	Medium







Weeping Bottlebrush

Callistemon viminalis

Family: Myrtaceae



Courtesy of SelecTree Urban Forest Ecosystems Institute at Cal Poly

CHARACTERISTICS	
California Native:	No
Shape:	Rounded
Foliage Type:	Evergreen
Max Height:	20 feet
Canopy Width:	20 feet
Growth Rate:	~36 inches/year
Planting Area:	2 - 4 feet
Water Use:	Low
Root Damage Potential:	Low
Utility Friendly:	Yes
Soil pH:	Slightly Acidic to Very Alkaline
Branch Strength:	Medium







Gold Medallion Tree

Cassia leptophylla

Family: Fabaceae



Courtesy of SelecTree Urban Forest Ecosystems Institute at Cal Poly

CHARACTERISTICS	
California Native:	No
Shape:	Rounded
Foliage Type:	Partly Deciduous
Max Height:	30 feet
Canopy Width:	30 feet
Growth Rate:	~36 inches/year
Planting Area:	4 - 7 feet
Water Use:	Medium
Root Damage Potential:	Low
Utility Friendly:	Yes
Soil pH:	Neutral to Slightly Alkaline
Branch Strength:	Medium Weak







Purple Leaf Eastern Redbud

Cercis canadensis 'Forest Pansy'

Family: Fabaceae



Courtesy of SelecTree Urban Forest Ecosystems Institute at Cal Poly

CHARACTERISTICS	
California Native:	No
Shape:	Rounded
Foliage Type:	Deciduous
Max Height:	40 feet
Canopy Width:	35 feet
Growth Rate:	~24 inches/year
Planting Area:	4 - 7 feet
Water Use:	Medium
Root Damage Potential:	Low
Utility Friendly:	No
Soil pH:	Very Acidic to Very Alkaline
Branch Strength:	Medium







Western Redbud

Cercis occidentalis

Family: Fabaceae



Courtesy of SelecTree Urban Forest Ecosystems Institute at Cal Poly

CHARACTERISTICS	
California Native:	No
Shape:	Rounded
Foliage Type:	Deciduous
Max Height:	30 feet
Canopy Width:	20 feet
Growth Rate:	~36 inches/year
Planting Area:	2 - 4 feet
Water Use:	Medium
Root Damage Potential:	Low
Utility Friendly:	No
Soil pH:	Very Acidic to Very Alkaline
Branch Strength:	Medium







Bubba Desert Willow

Chilopsis linearis 'Bubba'

Family: Bignoniaceae



Courtesy of SelecTree Urban Forest Ecosystems Institute at Cal Poly

CHARACTERISTICS	
California Native:	No
Shape:	Rounded
Foliage Type:	Deciduous
Max Height:	20 feet
Canopy Width:	20 feet
Growth Rate:	~36 inches/year
Planting Area:	2 - 4 feet
Water Use:	Low
Root Damage Potential:	Low
Utility Friendly:	No
Soil pH:	Neutral to Very Alkaline
Branch Strength:	Medium







Chinese Fringe Tree

Chionanthus retusus

Family: Oleaceae



Courtesy of SelecTree Urban Forest Ecosystems Institute at Cal Poly

CHARACTERISTICS	
California Native:	No
Shape:	Rounded
Foliage Type:	Deciduous
Max Height:	30 feet
Canopy Width:	15 feet
Growth Rate:	~24 inches/year
Planting Area:	2 - 4 feet
Water Use:	Medium
Root Damage Potential:	Low
Utility Friendly:	No
Soil pH:	Very Acidic to Slightly Alkaline
Branch Strength:	Medium







Chitalpa

x Chitalpa tashkentensis

Family: Bignoniaceae



Courtesy of SelecTree Urban Forest Ecosystems Institute at Cal Poly

CHARACTERISTICS	
California Native:	No
Shape:	Rounded or Vase
Foliage Type:	Partly Deciduous
Max Height:	30 feet
Canopy Width:	30 feet
Growth Rate:	~36 inches/year
Planting Area:	4 - 7 feet
Water Use:	Low
Root Damage Potential:	Low
Utility Friendly:	No
Soil pH:	Slightly Acidic to Very Alkaline
Branch Strength:	Medium Weak







Bushy Yate

Eucalyptus conferruminata

Family: Myrtaceae



Courtesy of SelecTree Urban Forest Ecosystems Institute at Cal Poly

CHARACTERISTICS	
California Native:	No
Shape:	Rounded or Vase
Foliage Type:	Evergreen
Max Height:	30 feet
Canopy Width:	30 feet
Growth Rate:	~36 inches/year
Planting Area:	4 - 7 feet
Water Use:	Low
Root Damage Potential:	Low
Utility Friendly:	No
Soil pH:	Slightly Acidic to Very Alkaline
Branch Strength:	Medium







Red Flowering Gum

Eucalyptus ficifolia

Family: Myrtaceae



Courtesy of SelecTree Urban Forest Ecosystems Institute at Cal Poly

CHARACTERISTICS	
California Native:	No
Shape:	Rounded
Foliage Type:	Evergreen
Max Height:	45 feet
Canopy Width:	60 feet
Growth Rate:	~24 inches/year
Planting Area:	4 - 7 feet
Water Use:	Low
Root Damage Potential:	Moderate
Utility Friendly:	No
Soil pH:	Slightly Acidic to Very Alkaline
Branch Strength:	Medium







Coral Gum

Eucalyptus torquata

Family: Myrtaceae



Courtesy of SelecTree Urban Forest Ecosystems Institute at Cal Poly

CHARACTERISTICS	
California Native:	No
Shape:	Columnar
Foliage Type:	Evergreen
Max Height:	40 feet
Canopy Width:	15 - 30 feet
Growth Rate:	~24 inches/year
Planting Area:	4 - 7 feet
Water Use:	Very Low
Root Damage Potential:	Low
Utility Friendly:	No
Soil pH:	Slightly Acidic to Very Alkaline
Branch Strength:	Medium







Australian Willow

Geijera parviflora

Family: Rutaceae



Courtesy of SelecTree Urban Forest Ecosystems Institute at Cal Poly

CHARACTERISTICS	
California Native:	No
Shape:	Rounded
Foliage Type:	Evergreen
Max Height:	60 feet
Canopy Width:	20 feet
Growth Rate:	~36 inches/year
Planting Area:	4 - 7 feet
Water Use:	Medium
Root Damage Potential:	Low
Utility Friendly:	No
Soil pH:	Very Acidic to Slightly Alkaline
Branch Strength:	Medium







Ginkgo

Ginkgo biloba

Family: Ginkgoaceae



Courtesy of SelecTree Urban Forest Ecosystems Institute at Cal Poly

CHARACTERISTICS	
California Native:	No
Shape:	Conical
Foliage Type:	Deciduous
Max Height:	60 feet
Canopy Width:	40 feet
Growth Rate:	~24 inches/year
Planting Area:	4 - 7 feet
Water Use:	Medium
Root Damage Potential:	Moderate
Utility Friendly:	No
Soil pH:	Very Acidic to Slightly Alkaline
Branch Strength:	Strong







Golden Trumpet Tree

Handroanthus chrysotrichus

Family: Bignoniaceae



Courtesy of SelecTree Urban Forest Ecosystems Institute at Cal Poly

CHARACTERISTICS	
California Native:	No
Shape:	Rounded or Vase
Foliage Type:	Partly Deciduous
Max Height:	30 feet
Canopy Width:	30 feet
Growth Rate:	~36 inches/year
Planting Area:	2 - 4 feet
Water Use:	Medium
Root Damage Potential:	Moderate
Utility Friendly:	No
Soil pH:	Slightly Acidic to Slightly Alkaline
Branch Strength:	Medium Weak







Pink Trumpet Tree

Handroanthus heptaphyllus

Family: Bignoniaceae



Courtesy of SelecTree Urban Forest Ecosystems Institute at Cal Poly

CHARACTERISTICS	
California Native:	No
Shape:	Rounded
Foliage Type:	Partly Deciduous
Max Height:	30 feet
Canopy Width:	25 feet
Growth Rate:	~24 inches/year
Planting Area:	4 - 7 feet
Water Use:	Medium
Root Damage Potential:	Moderate
Utility Friendly:	No
Soil pH:	Acidic to Alkaline
Branch Strength:	Strong







Goldenrain Tree

Koelreuteria paniculata

Family: Sapindaceae



Courtesy of SelecTree Urban Forest Ecosystems Institute at Cal Poly

CHARACTERISTICS	
California Native:	No
Shape:	Rounded or Vase
Foliage Type:	Partly Deciduous
Max Height:	40 feet
Canopy Width:	40 feet
Growth Rate:	~24 inches/year
Planting Area:	4 - 7 feet
Water Use:	Medium
Root Damage Potential:	Low
Utility Friendly:	No
Soil pH:	Very Acidic to Very Alkaline
Branch Strength:	Medium







Crape Myrtle

Lagerstroemia indica

Family: Lythraceae



Courtesy of SelecTree Urban Forest Ecosystems Institute at Cal Poly

CHARACTERISTICS	
California Native:	No
Shape:	Rounded or Vase
Foliage Type:	Partly Deciduous
Max Height:	30 feet
Canopy Width:	25 feet
Growth Rate:	~24 inches/year
Planting Area:	2 - 4 feet
Water Use:	Low
Root Damage Potential:	Low
Utility Friendly:	Yes
Soil pH:	Very Acidic to Slightly Alkaline
Branch Strength:	Medium







Brisbane Box

Lophostemon confertus

Family: Myrtaceae



Courtesy of SelecTree Urban Forest Ecosystems Institute at Cal Poly

CHARACTERISTICS	
California Native:	No
Shape:	Rounded
Foliage Type:	Evergreen
Max Height:	50 feet
Canopy Width:	20 feet
Growth Rate:	~36 inches/year
Planting Area:	4 - 7 feet
Water Use:	Medium
Root Damage Potential:	Moderate
Utility Friendly:	No
Soil pH:	Slightly Acidic to Very Alkaline
Branch Strength:	Medium







Blue Palo Verde

Parkinsonia florida

Family: Fabaceae



Courtesy of SelecTree Urban Forest Ecosystems Institute at Cal Poly

CHARACTERISTICS	
California Native:	Yes
Shape:	Rounded
Foliage Type:	Partly Deciduous
Max Height:	25 feet
Canopy Width:	20 feet
Growth Rate:	~36 inches/year
Planting Area:	4 - 7 feet
Water Use:	Very Low
Root Damage Potential:	Low
Utility Friendly:	No
Soil pH:	Neutral to Very Alkaline
Branch Strength:	Medium







Avocado

Persea americana

Family: Lauraceae



Courtesy of SelecTree Urban Forest Ecosystems Institute at Cal Poly

CHARACTERISTICS	
California Native:	No
Shape:	Rounded
Foliage Type:	Evergreen
Max Height:	40 feet
Canopy Width:	35 feet
Growth Rate:	~36 inches/year
Planting Area:	4 - 7 feet
Water Use:	Medium
Root Damage Potential:	Low
Utility Friendly:	No
Soil pH:	Acidic to Alkaline
Branch Strength:	Strong







Date Palm

Phoenix dactylifera

Family: Arecaceae



Courtesy of SelecTree Urban Forest Ecosystems Institute at Cal Poly

CHARACTERISTICS	
California Native:	No
Shape:	Palm
Foliage Type:	Evergreen
Max Height:	50 feet
Canopy Width:	40 feet
Growth Rate:	~36 inches/year
Planting Area:	>7 feet
Water Use:	Low
Root Damage Potential:	Moderate
Utility Friendly:	No
Soil pH:	Slightly Acidic to Very Alkaline
Branch Strength:	N/A







Japanese Black Pine

Pinus thunbergii

Family: Pinaceae



Courtesy of SelecTree Urban Forest Ecosystems Institute at Cal Poly

CHARACTERISTICS	
California Native:	No
Shape:	Conical
Foliage Type:	Evergreen
Max Height:	30 feet
Canopy Width:	35 feet
Growth Rate:	~36 inches/year
Planting Area:	4 - 7 feet
Water Use:	Medium
Root Damage Potential:	Moderate
Utility Friendly:	No
Soil pH:	Very Acidic to Slightly Alkaline
Branch Strength:	Medium Strong



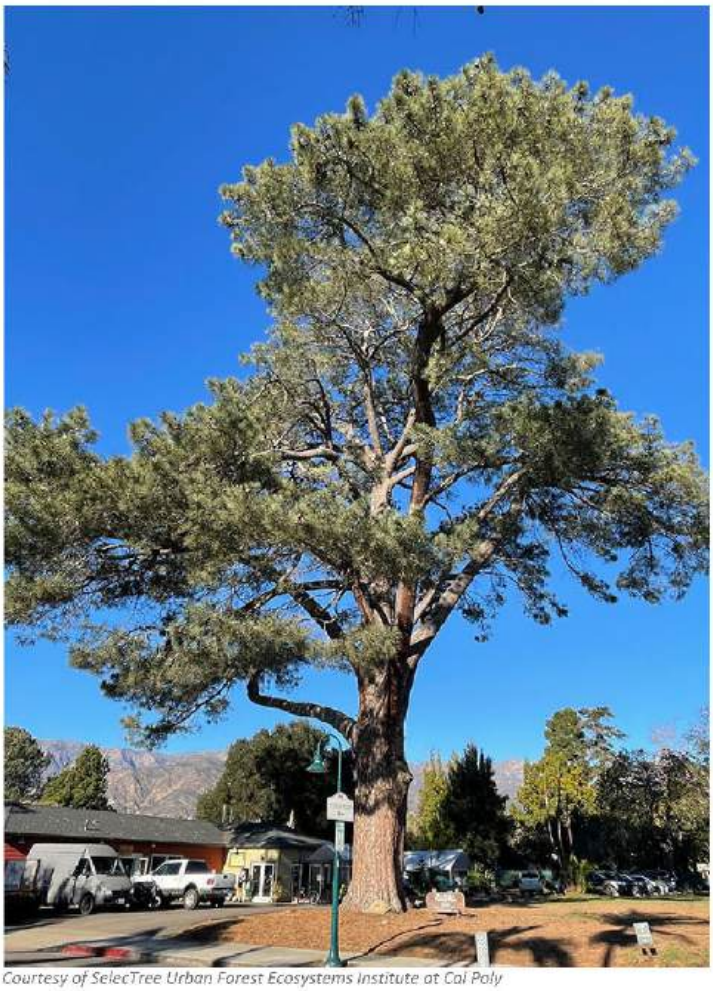




Torrey Pine

Pinus torreyana

Family: Pinaceae



Courtesy of SelecTree Urban Forest Ecosystems Institute at Cal Poly

CHARACTERISTICS	
California Native:	Yes
Shape:	Conical or Vase
Foliage Type:	Evergreen
Max Height:	50 feet
Canopy Width:	25 feet
Growth Rate:	~36 inches/year
Planting Area:	> 7 feet
Water Use:	Low
Root Damage Potential:	Moderate
Utility Friendly:	No
Soil pH:	Very Acidic to Slightly Alkaline
Branch Strength:	Medium







Chinese Pistache

Pistacia chinensis

Family: Anacardiaceae



Courtesy of SelecTree Urban Forest Ecosystems Institute at Cal Poly

CHARACTERISTICS	
California Native:	No
Shape:	Rounded
Foliage Type:	Deciduous
Max Height:	40 feet
Canopy Width:	35 feet
Growth Rate:	~24 inches/year
Planting Area:	4 - 7 feet
Water Use:	Low
Root Damage Potential:	Low
Utility Friendly:	No
Soil pH:	Slightly Acidic to Very Alkaline
Branch Strength:	Strong







Red Push Pistache

Pistacia 'Red Push'

Family: Anacardiaceae



Courtesy of SelecTree Urban Forest Ecosystems Institute at Cal Poly

CHARACTERISTICS	
California Native:	No
Shape:	Rounded
Foliage Type:	Deciduous
Max Height:	40 feet
Canopy Width:	40 feet
Growth Rate:	~24 inches/year
Planting Area:	4 - 7 feet
Water Use:	Medium
Root Damage Potential:	Low
Utility Friendly:	No
Soil pH:	Slightly Acidic to Very Alkaline
Branch Strength:	Strong







Cape Pittosporum

Pittosporum viridiflorum

Family: Pittosporaceae



Courtesy of SelecTree Urban Forest Ecosystems Institute at Cal Poly

CHARACTERISTICS	
California Native:	No
Shape:	Rounded
Foliage Type:	Evergreen
Max Height:	30 feet
Canopy Width:	20 feet
Growth Rate:	~24 inches/year
Planting Area:	2 - 4 feet
Water Use:	Low
Root Damage Potential:	Low
Utility Friendly:	No
Soil pH:	Slightly Acidic to Slightly Alkaline
Branch Strength:	Medium



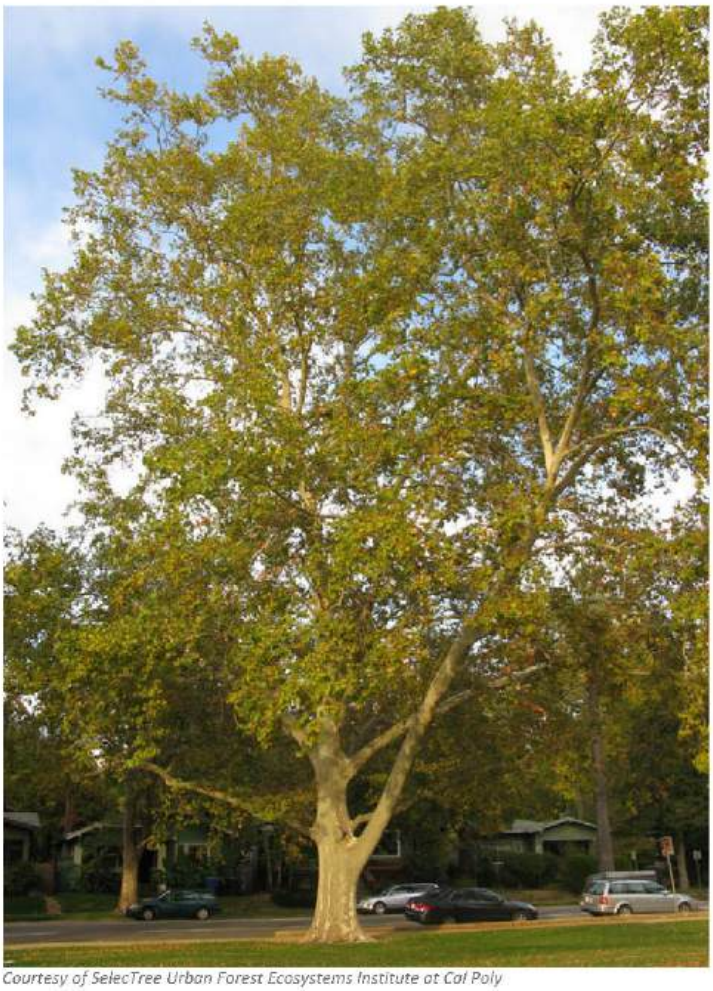




London Plane Tree

Platanus × hispânica

Family: Platanaceae



Courtesy of SelecTree Urban Forest Ecosystems Institute at Cal Poly

CHARACTERISTICS	
California Native:	No
Shape:	Rounded
Foliage Type:	Evergreen
Max Height:	80 feet
Canopy Width:	50 feet
Growth Rate:	~36 inches/year
Planting Area:	>7 feet
Water Use:	Medium
Root Damage Potential:	High
Utility Friendly:	No
Soil pH:	Very Acidic to Very Alkaline
Branch Strength:	Strong







Guava

Psidium guajava

Family: Myrtaceae



Courtesy of SelecTree Urban Forest Ecosystems Institute at Cal Poly

CHARACTERISTICS	
California Native:	No
Shape:	Rounded or Vase
Foliage Type:	Evergreen
Max Height:	20 feet
Canopy Width:	25 feet
Growth Rate:	~24 inches/year
Planting Area:	4 - 7 feet
Water Use:	Medium
Root Damage Potential:	Low
Utility Friendly:	Yes
Soil pH:	Neutral to Slightly Alkaline
Branch Strength:	Medium







Coast Live Oak

Quercus agrifolia

Family: Fagaceae



Courtesy of SelecTree Urban Forest Ecosystems Institute at Cal Poly

CHARACTERISTICS	
California Native:	Yes
Shape:	Rounded
Foliage Type:	Evergreen
Max Height:	70 feet
Canopy Width:	70 feet
Growth Rate:	~24 inches/year
Planting Area:	4 - 7 feet
Water Use:	Low
Root Damage Potential:	Moderate
Utility Friendly:	No
Soil pH:	Very Acidic to Slightly Alkaline
Branch Strength:	Strong



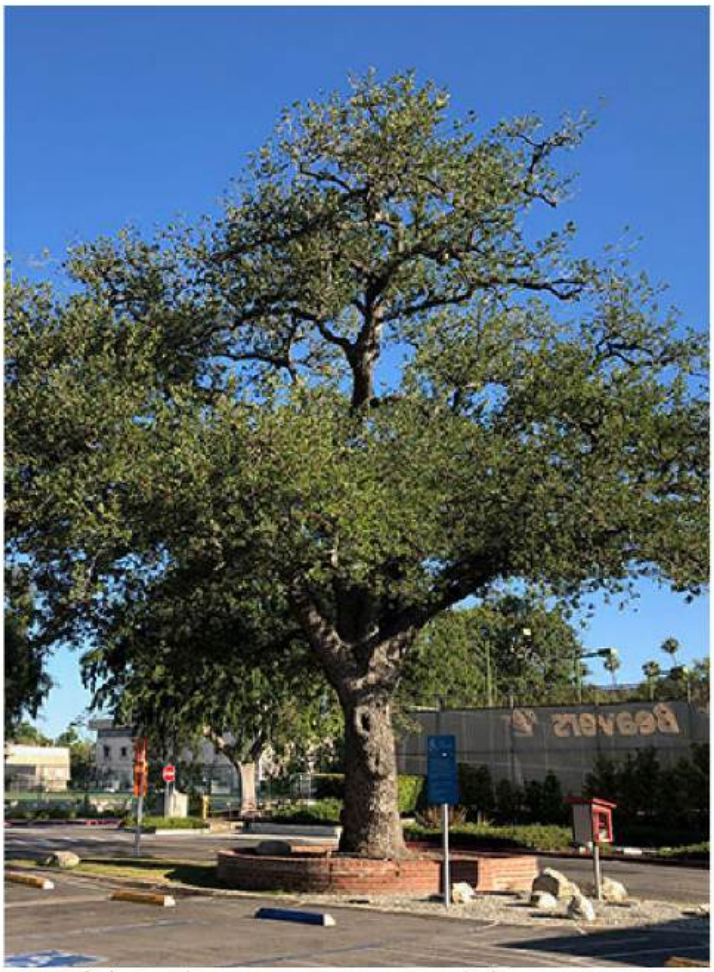




Engelmann Oak

Quercus engelmanni

Family: Fagaceae



Courtesy of SelecTree Urban Forest Ecosystems Institute at Cal Poly

CHARACTERISTICS	
California Native:	Yes
Shape:	Rounded
Foliage Type:	Partly Deciduous
Max Height:	70 feet
Canopy Width:	80 feet
Growth Rate:	~24 inches/year
Planting Area:	4 - 7 feet
Water Use:	Low
Root Damage Potential:	Moderate
Utility Friendly:	No
Soil pH:	Slightly Acidic to Slightly Alkaline
Branch Strength:	Strong







Cork Oak

Quercus suber

Family: Fagaceae



Courtesy of SelecTree Urban Forest Ecosystems Institute at Cal Poly

CHARACTERISTICS	
California Native:	No
Shape:	Rounded
Foliage Type:	Evergreen
Max Height:	70 feet
Canopy Width:	70 feet
Growth Rate:	~24 inches/year
Planting Area:	4 - 7 feet
Water Use:	Low
Root Damage Potential:	Moderate
Utility Friendly:	No
Soil pH:	Very Acidic to Slightly Alkaline
Branch Strength:	Strong







Island Oak

Quercus tomentella

Family: Fagaceae



Courtesy of SelecTree Urban Forest Ecosystems Institute at Cal Poly

CHARACTERISTICS	
California Native:	Yes
Shape:	Rounded
Foliage Type:	Evergreen
Max Height:	50 feet
Canopy Width:	40 feet
Growth Rate:	~24 inches/year
Planting Area:	4 - 7 feet
Water Use:	Low
Root Damage Potential:	Moderate
Utility Friendly:	No
Soil pH:	Slightly Acidic to Slightly Alkaline
Branch Strength:	Medium







Firewheel Tree

Stenocarpus sinuatus

Family: Proteaceae



Courtesy of SelecTree Urban Forest Ecosystems Institute at Cal Poly

CHARACTERISTICS	
California Native:	No
Shape:	Rounded
Foliage Type:	Evergreen
Max Height:	50 feet
Canopy Width:	15 feet
Growth Rate:	~12 inches/year
Planting Area:	4 - 7 feet
Water Use:	Medium
Root Damage Potential:	Low
Utility Friendly:	No
Soil pH:	Very Acidic to Neutral
Branch Strength:	Medium







Queen Palm

Syagrus romanzoffiana

Family: Arecaceae



Courtesy of SelecTree Urban Forest Ecosystems Institute at Cal Poly

CHARACTERISTICS	
California Native:	No
Shape:	Palm
Foliage Type:	Evergreen
Max Height:	50 feet
Canopy Width:	30 feet
Growth Rate:	~36 inches/year
Planting Area:	4 - 7 feet
Water Use:	Medium
Root Damage Potential:	Low
Utility Friendly:	No
Soil pH:	Acidic to Slightly Alkaline
Branch Strength:	N/A



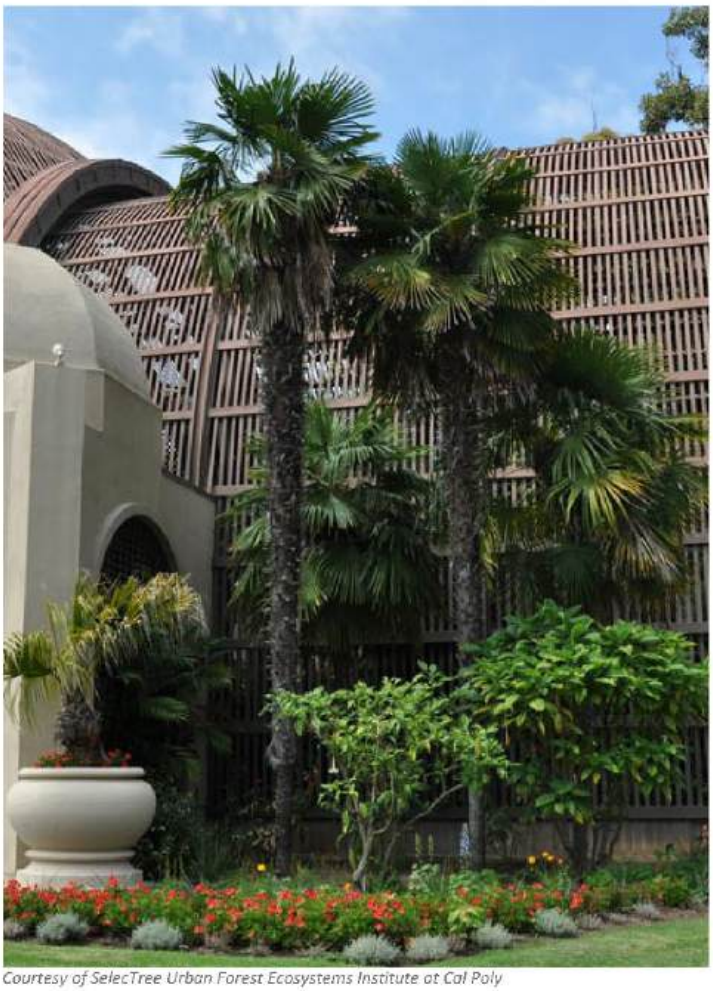




Windmill Palm

Trachycarpus fortunei

Family: Arecaceae



Courtesy of SelecTree Urban Forest Ecosystems Institute at Cal Poly

CHARACTERISTICS	
California Native:	No
Shape:	Palm
Foliage Type:	Evergreen
Max Height:	30 feet
Canopy Width:	10 feet
Growth Rate:	~36 inches/year
Planting Area:	2 - 4 feet
Water Use:	Low
Root Damage Potential:	Low
Utility Friendly:	No
Soil pH:	Slightly Acidic to Very Alkaline
Branch Strength:	N/A







PLANNING, DEVELOPMENT, AND INFRASTRUCTURE

A critical component of the City of Carson's continued growth is the development and improvement of public and private facilities and infrastructure, both new and existing. Prior to approving and issuing permits for any proposed project, the Director of Public Works, Superintendent, or Tree Maintenance Supervisor must consider potential impacts on community assets and public resources, including the urban forest. To protect utilities and infrastructure, City trees will not be planted within the following distances from:

- Driveways – 10 feet
- Streetlights – 15 feet
- Intersections – 25 feet
- Fire Hydrants – 10 feet
- Power Poles – 10 feet
- Adjacent Trees – 20 to 40 feet
- Above ground, surface-mounted utility boxes – 5 to 10 feet

TREE PROTECTION DURING SITE DEVELOPMENT AND CONSTRUCTION

The ISA *Best Management Practices, Managing Trees During Site Development and Construction*, and the *ANSI A300 Tree Care Standards Clause 9 – Management During Site Development and Construction* (Appendix B) both emphasize the importance of the inclusion of a certified arborist throughout the development process to evaluate direct and indirect impacts to the urban forest and ensure the appropriate measures are taken to protect trees as illustrated in Table 5.6. At a minimum, proposed plans should address the following in relation to trees in the City of Carson Urban Forest:

- An inventory of the trees on site and adjacent trees that may be impacted by the project.
    - Inventory data required:
        - Location (either as a map or set of coordinates)
        - Tree Number (Electronic Inventory ID for City trees or site-specific identification number
        - Species (common and botanical name)
        - Diameter at Standard Height ([DSH] measured at 4.5 feet above grade)
        - Health Condition
    - Impact zones outside of the project will vary. The precise buffer will be at the discretion of the Director of Public Works during the review process (See ISA BMP and ANSI Standards in Appendix B for more detail)
- Potential tree impacts:
    - Direct

        - Describe specific impacts to each tree.
        - Project specifics that make tree impacts unavoidable.
        - Permits required for removals, branch removals, and root pruning.
        - Potential for increased sun exposure due to proposed pruning activities, leading to sunburn on internal branches.
            - Proposed protection measures to prevent sunburn.
    - Indirect
        - Grade changes within the root zone of existing trees.
        - Changes to water flow on site that may divert water away or increase flows around existing trees.
        - New hardscape installation near existing trees.
        - Changes in sun exposure for existing trees due to the removal of adjacent trees, removal/changes to existing structures, or addition of new structures.
- List of trees proposed to be preserved on site after the project.
    - Defined Tree Protection Zone (TPZ) for each tree to be preserved (See ISA *BMP Managing Trees During Site Development* in Appendix B for assistance in defining appropriate TPZ).
        - Activities prohibited within the TPZ:
            - Grade changes (cuts and fills).
            - Trench excavation.
            - Root pruning or cutting.
            - Pedestrian and equipment traffic.
                - It can cause soil compaction and root damage.
            - Parking.
            - Burning of brush or woody debris.
            - Storing of soil, construction materials, petroleum products, water, or building refuse.
            - Disposing of wash water, fuel, or other liquids that could potentially damage tree roots.
        - Proposed method to delineate the TPZ(s) and restrict access.
        - TPZ(s) for adjacent trees outside the project area that may be impacted by the project.
- Monitoring and Maintenance Plan for trees to be preserved.

- Conducted by a Certified Arborist
- Preconstruction
  - Watering
  - Mulching
  - Pest / Disease Prevention / Treatment
  - Routine Pruning
  - Tree Health
- During Construction
  - Watering
  - Mulching
  - Pest / Disease Prevention / Treatment
  - Tree Health
  - TPZ Monitoring and Maintenance
  - Monitoring / Response to incidental damage to protected trees.
  - Root Pruning Monitoring (According to the ISA *Best Management Practices Root Management* and *ANSI A300 Tree Care Standards Clause 12 – Root Management*, Appendix B)
- Post Construction
  - Watering
  - Mulching
  - Pest / Disease Prevention / Treatment
  - Tree Health

For private development projects, as part of the review process, in compliance with the ISA BMPs and the ANSI A300 Standards, the Director of Public Works, Superintendent, or Tree Maintenance Supervisor will evaluate the stated impacts and permit application(s) for each proposed project. The Director of Public Works, Superintendent, or the Tree Maintenance Supervisor will also evaluate the construction limits and protection measures around any preserved trees in the proposed plans to ensure the trees are suitable for preservation and that the submitted protections are adequate to maintain tree health after construction. Periodic site visits will be assigned at the Director of Public Works discretion to ensure compliance with the approved protection measures.

For City-managed or other public projects, the Director of Public Works, Superintendent, or Tree Maintenance Supervisor will coordinate with the lead agency to develop the tree protection plan described above. A staff Certified Arborist or a contracted arborist will be assigned, at the Director of Public Works discretion, to complete the site evaluation, inventory, and protection measures.

Development Phase	Arborist Involvement
Planning	Resource evaluation Permitting needs Suitability for preservation Tree inventory
Design	Tree Impact Assessment Tree Protection Plan Tree Protection Zones (TPZ) Landscape Plan Review
Preconstruction	Contractor communication TPZ barrier installation Arboricultural treatments
Construction	Site monitoring Assessing impacts Maintaining TPZ Arboricultural treatments
Landscaping	Site monitoring TPZ barrier adjustments Mitigate tree impacts
Postconstruction	Site monitoring TPZ barrier removal Mitigate tree impacts Plan for maintenance

Table 5.6: Arborist Involvement in the Development Process
(From the International Society of Arboriculture, *Best Management Practices: Managing Trees During Site Development and Construction*, page 4)

TREE PLANTING TO REDUCE URBAN HEAT

The Canopy Analysis section of this UFMP explains the urban heat island effect and its causes. It also highlights the challenges in reducing heat in Carson, such as a citywide tree canopy of 5.31%, impervious cover totaling 75.55%, and district canopy percentages from 1.86% to 18.19%. This section outlines how the City's planting strategy should adapt to these factors.

How trees reduce heat, and what determines how much. Trees lower surface and air temperatures in two primary ways: shading pavement, buildings, and people, and transpiring water, which transforms solar energy into water vapor instead of sensible heat. The extent of cooling provided by a tree depends on four factors, all of which are influenced by management choices:

- Location. Shade cast on pavement, building walls, and people provides significantly more cooling than shade on turf or open soil. Placement is more important than tree quantity.
- Mature canopy size determines shading potential. A large-stature tree can shade several times the area of a small tree. When space permits, larger species offer greater cooling benefits at each planting site.
- Survival to maturity is crucial, as a tree that fails to establish does not offer cooling benefits. Therefore, ensuring proper establishment care is an integral component of the heat-mitigation strategy, rather than a separate maintenance task.
- Preservation of the existing canopy. Carson's mature trees already provide cooling that no newly planted tree will match for decades. Retaining them is the City's fastest and least expensive heat-mitigation action.

Where planting should be prioritized for heat mitigation. Priority is given to locations that combine low existing canopy with high human exposure to heat:

- Districts where the canopy is below the citywide average, after accounting for heat vulnerability, as part of the prioritization framework.
- Sidewalks and pedestrian pathways, including school routes, where people have direct exposure.
- Transit stops and corridors where waiting times happen without shelter.
- School sites, including athletic-field perimeters and interior locations that do not interfere with activities.
- Parks and civic destinations, especially seating, play, and gathering spaces.
- Areas that serve populations most vulnerable to heat, such as older adults, young children, and outdoor workers.

Trees are one heat-mitigation measure among several. In Carson's most heavily paved districts, street-tree planting alone cannot deliver adequate heat relief. Districts 3, 6, 7, and 14 range from 82.6% to 90.3% impervious and together contain only 573 inventoried vacant sites. In these locations, and wherever tree planting is physically infeasible, the City should coordinate tree planting with:

- Adequate planting space for large-stature trees to reach the size that produces meaningful shade.

- Reliable watering or irrigation during the establishment period.
- Engineered shade structures for transit stops, play areas, and gathering spaces.
- Reflective and high-albedo paving and roofing materials where no planting location exists to produce shade from trees.

PLANTING PLAN

The tree inventory classifies three types of locations as potential sites for planting, but these are not yet confirmed as actual planting sites.

A total of 7,057 vacant sites are recommended for planting, all requiring field verification before planting. Additionally, 158 sites may become available after tree removal. There are also 148 stump locations that could become available after removal. Overall, there are 7,363 potential planting sites.

A vacant site identified on a map presents an opportunity for planting a tree. Before including a site in a planting work order, City staff or a qualified contractor should verify its suitability. Any sites that do not meet planting criteria should be marked as unsuitable in the electronic inventory.

- A publicly owned planting area managed by the city for tree care maintenance.
- Underground utilities verified via DigAlert / 811, along with overhead utility presence.
- Sight-distance standards for intersections, driveways, and crosswalks.
- ADA standards and pedestrian clearance, including the minimum clear path of travel.
- Required clearances from driveways, intersections, fire hydrants, streetlights, utility poles, and surface-mounted utility equipment must comply with the City's planning and engineering standards.
- Available rooting space and planter dimensions that determine the mature size of species the site can support.
- Soil conditions, such as compaction, drainage, and possible contamination—especially on former industrial or oil-field sites.
- Availability of irrigation and establishment-care capacity throughout the entire establishment period.
- Conflicts with existing infrastructure, including sidewalks, curbs, utilities, signals, and signage.

Planting Rate. At an estimated rate of about 368 trees annually, it would take roughly 20 years to plant the current vacant inventory. This estimate is flexible, as the actual timeframe will fluctuate due to sites leaving the inventory after verification, new vacancies arising from removals and capital projects, and trees dying and needing replacement. The planting rate should be adjusted annually to match the number of verified, suitable sites and the City's ability to water and maintain trees during their establishment period — not the other way around.

Prioritization. Verified sites are selected using a framework outlined in the Strategic Plan section. This framework considers factors such as existing canopy, heat and impervious and pervious surfaces, verified vacancy, pedestrian and transit exposure, proximity to schools and parks,

ownership and jurisdiction, utility conflicts, soil and irrigation feasibility, preservation of mature trees, and establishment capacity. Districts are not ranked solely by canopy percentage because a low canopy area could result from a lack of planting or from being mostly paved, which require different approaches.

Survival standard. Planting success is measured by tree survival after installation. Each group must achieve at least 90% survival after one year, 85% after three years, and 80% after five years. Trees that die during the establishment period should be replaced on a 1:1 basis within a planting season, and these replacements should be recorded alongside the original group.

Expected canopy contribution. Planting alone will not significantly boost the overall city canopy cover. According to the Canopy Analysis, planting every vacant site identified and nurturing those trees for ten years would increase citywide canopy from 5.31% to about 5.58% gross, or 5.52% after factoring in an 80% survival rate. This results in a modest rise of roughly 0.21 to 0.27 percentage points, or about 4% to 5% relative growth. Achieving larger citywide canopy increases requires preserving existing mature trees, creating new planting areas through capital and development projects, and expanding canopy coverage on private, industrial, institutional, and school properties. These strategies are detailed in the Strategic Plan section.

District-scale species diversity. Species diversity must be managed at the district scale, not only citywide. The 10-20-30 rule is satisfied across the City as a whole of the total inventory. At the grid pruning district scale, however, all 21 districts exceed the 10% species threshold.

This is important because the rule aims to prevent losses that occur locally. A pest or pathogen that affects a host spreads within an area, not across the entire city. Districts are dominated by *Jacaranda mimosifolia* and *Cupaniopsis anacardioides*; 13 of 21 districts are led by one of the city's three most common species and face concentrated risk from invasive pests or pathogens.

Accordingly, vacant-site planting shall aim to reduce district-level species concentration. When selecting species for any vacant site, the Tree Maintenance Supervisor shall:

- Review the current species composition of the grid pruning district before selecting a species, using the district profiles in the Urban Forest Operations section.
- Do not select a species that already represents 10% or more of that district’s tree population, except where an overriding site constraint applies and the reason is recorded in the inventory.
- Prioritize species that are missing or underrepresented in the district, selecting from the approved Tree Palette and matching them to the planting area size and overhead utility presence.
- Perform replacement planting following a tree removal to ensure that like-for-like replacement doesn't continue an existing tree species concentration.
- Include district-level species composition alongside the citywide 10-20-30 analysis.

Without a district-scale test, the citywide rule will only be technically met, while neighborhoods remain largely monocultural, preventing the Plan's diversification goals from being achieved in practice. The rest of this section details the procedures for soil testing, species and nursery stock selection, installation, tree support, watering, structural pruning, and young-tree monitoring that are applicable to all tree installations in Carson.

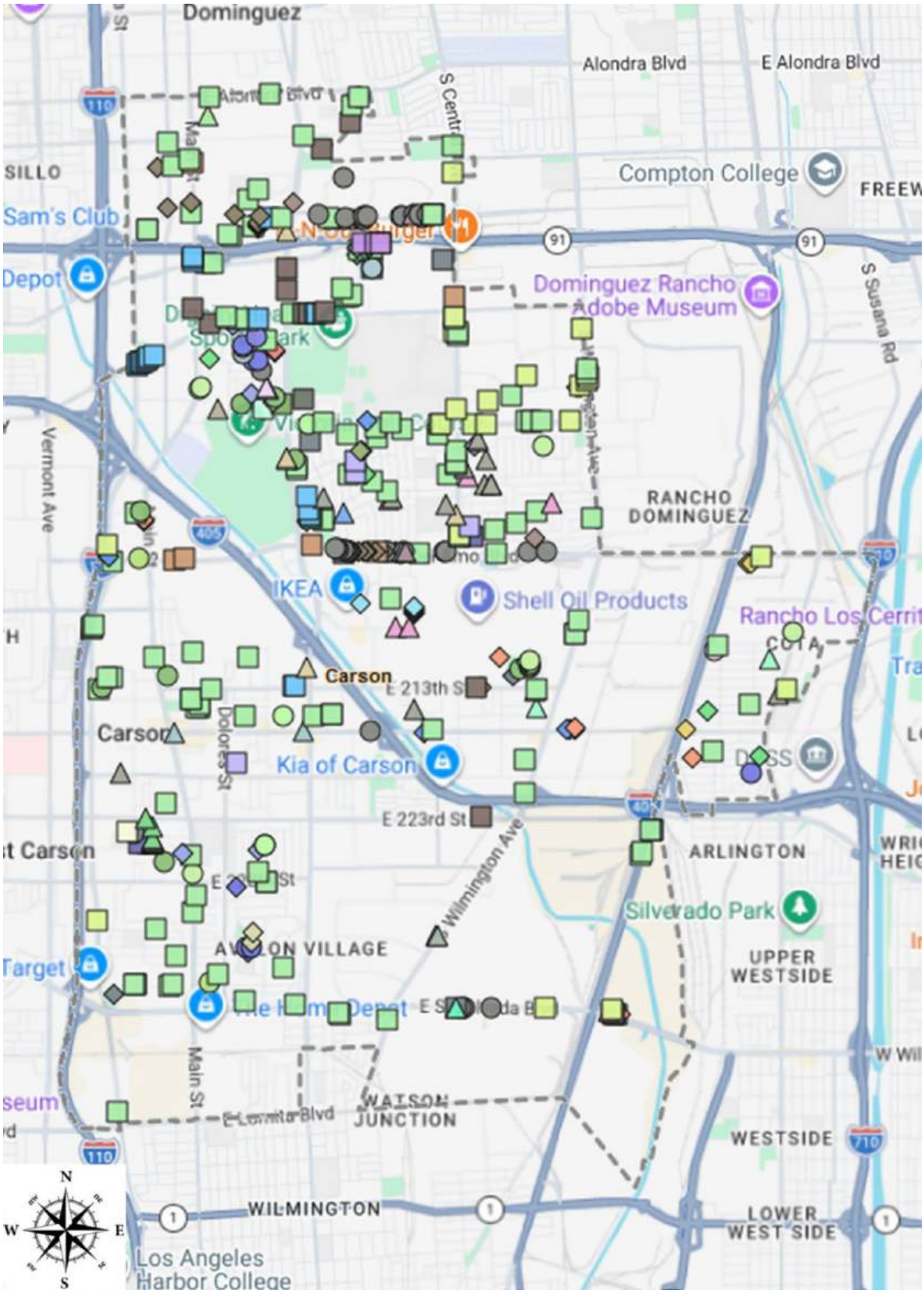


Figure 5.1: Map of Stumps and Recommended Removals.

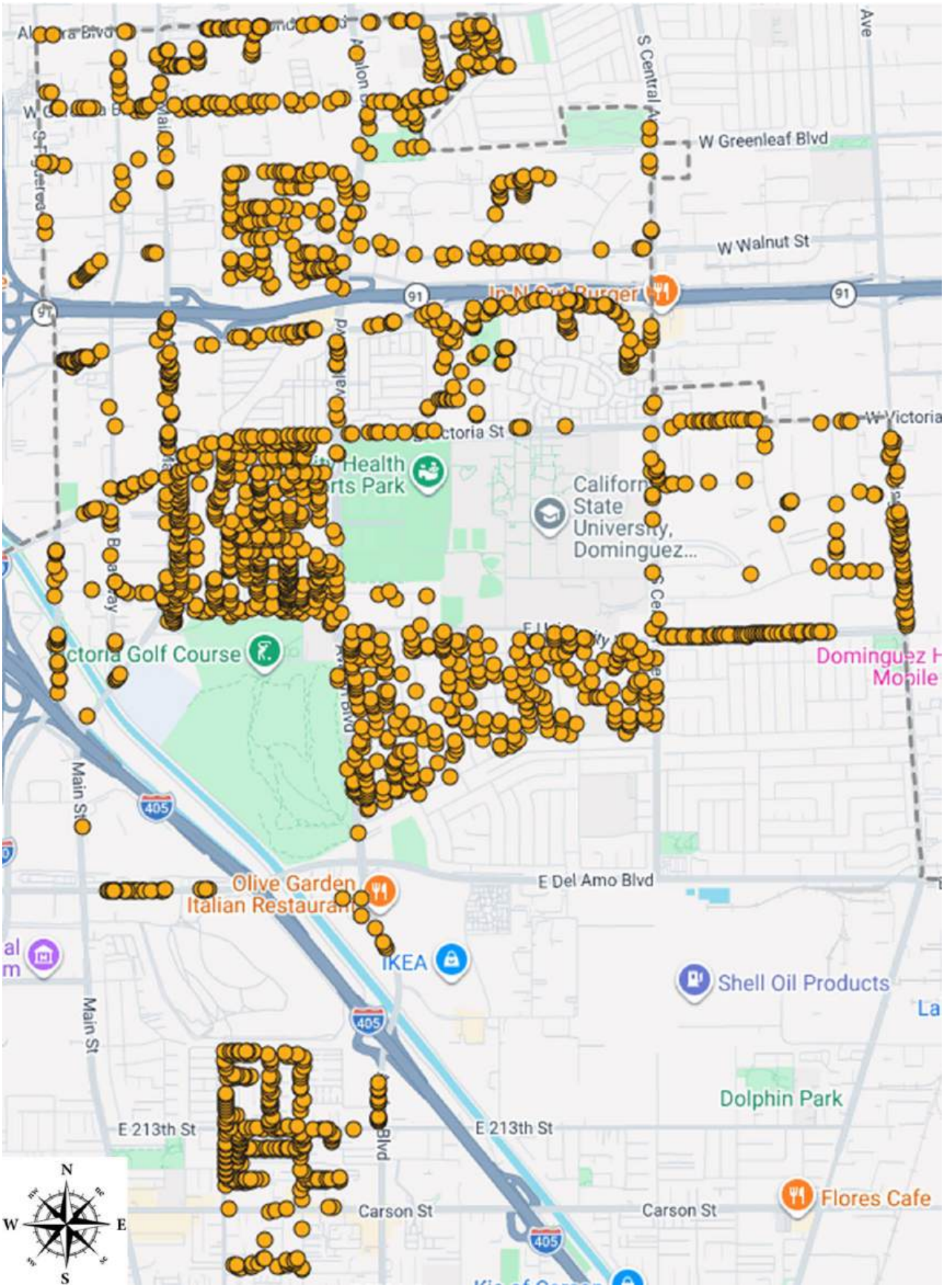


Figure 5.2: Map of Vacant Sites In Council District 1.

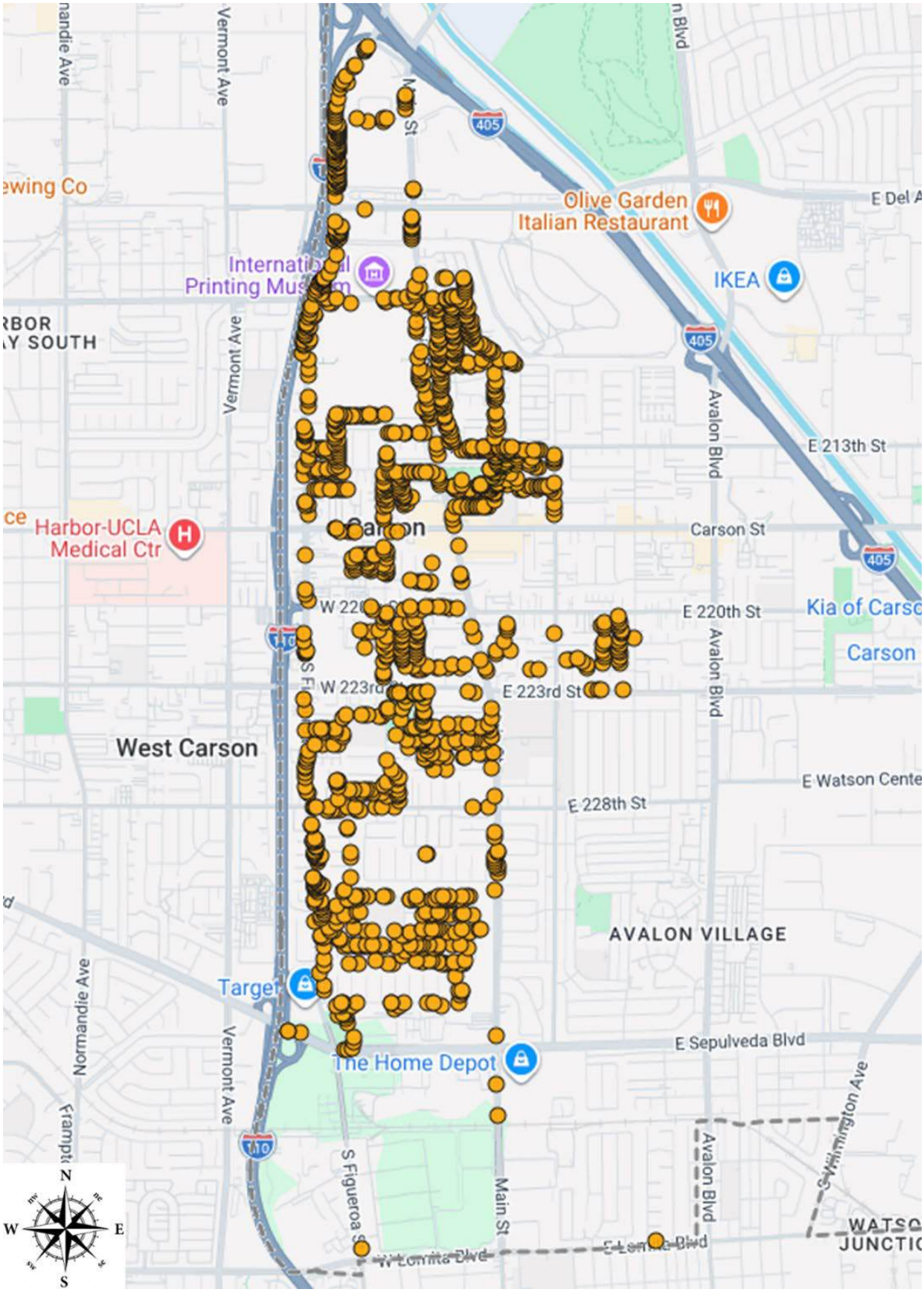


Figure 5.3: Map of Vacant Sites In Council District 2.

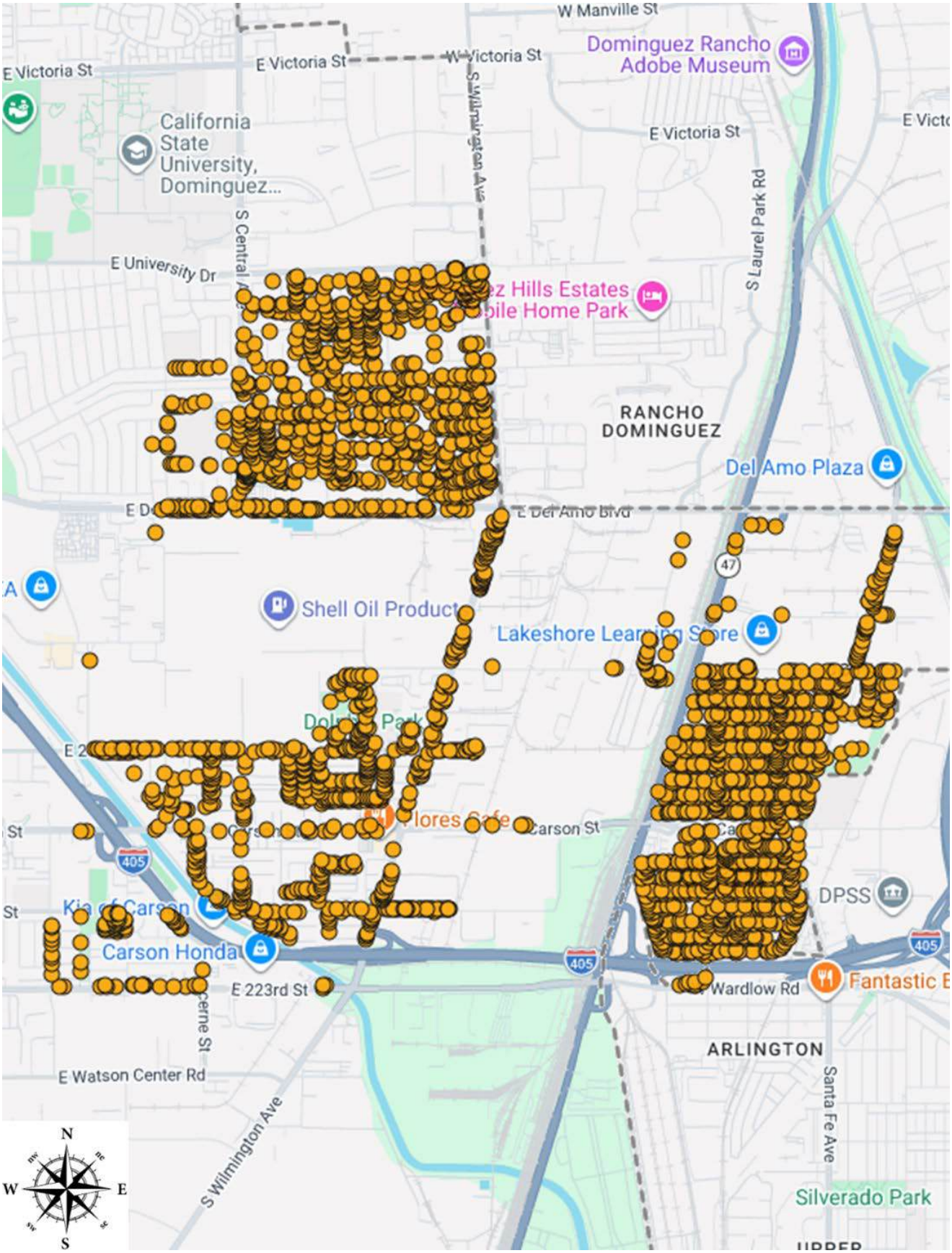


Figure 5.4: Map of Vacant Sites In Council District 3.

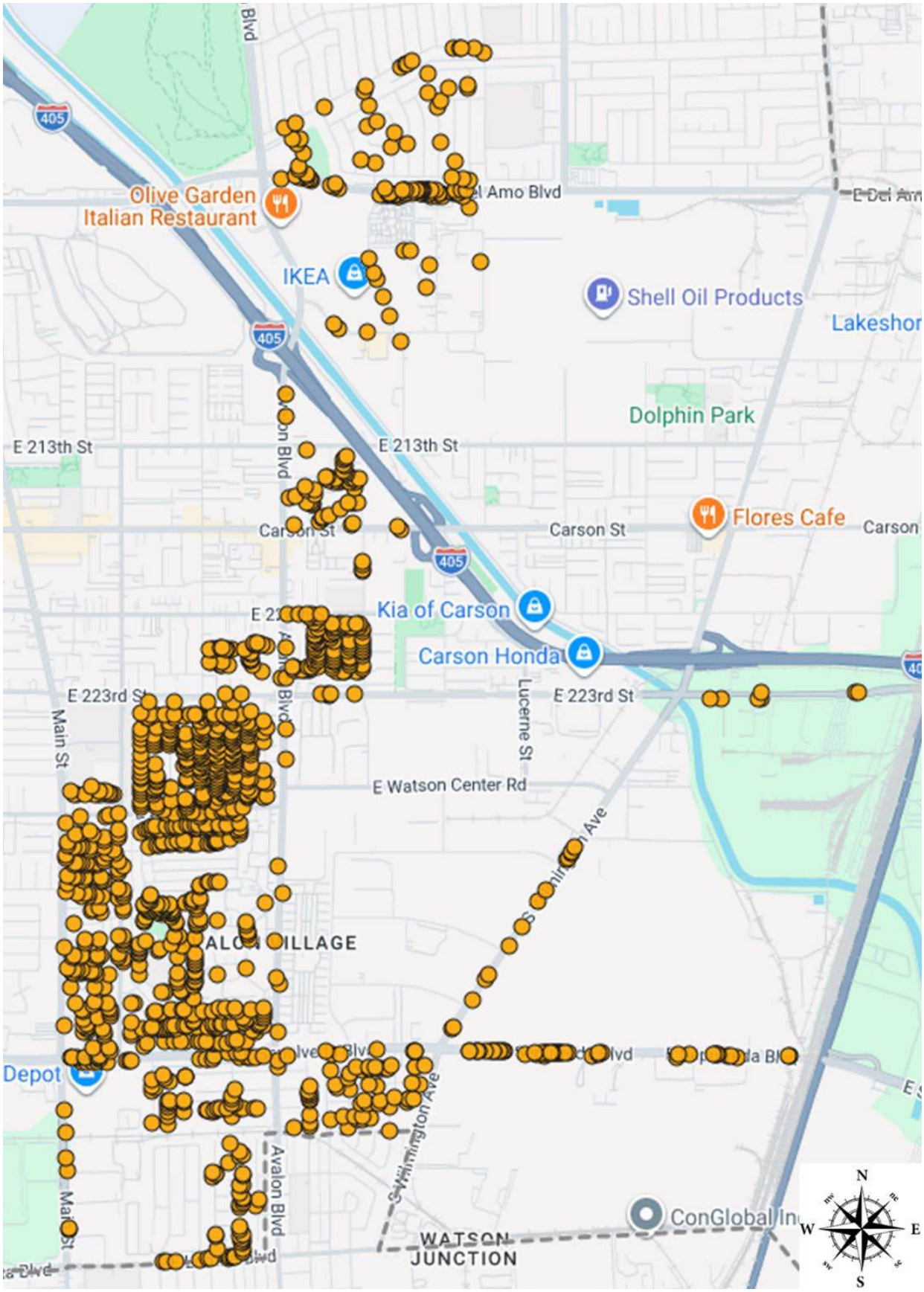


Figure 5.5: Map of Vacant Sites In Council District 4.

SOIL TESTING

Prior to species selection for any planting site, soil samples will be taken to determine soil pH, nutrient availability, and the presence of heavy metals or other materials that may be harmful or reduce the growth of new trees on the site. The samples will be submitted to a laboratory facility approved by the Director of Public Works for analysis. Samples should be taken according to the methodology described in the ISA *Best Management Practices Soil Management for Urban Trees* (Appendix B) summarized below.

- 10 core samples should be taken from the upper 6" – 8" of the site soil using a soil probe or auger for every 1,000 square feet. area to be tested. If the site is less than 1,000 square feet, a minimum of 10 core samples should be taken.
- Scrape aside any layer of mulch, litter, or turf before taking the sample.
- Core samples should be representative of the diversity of the site.
- Combine the 10 core samples into a single sample bag to be submitted to the laboratory for analysis.
- Remove any rocks and/or debris from the sample before submittal.

SPECIES SELECTION

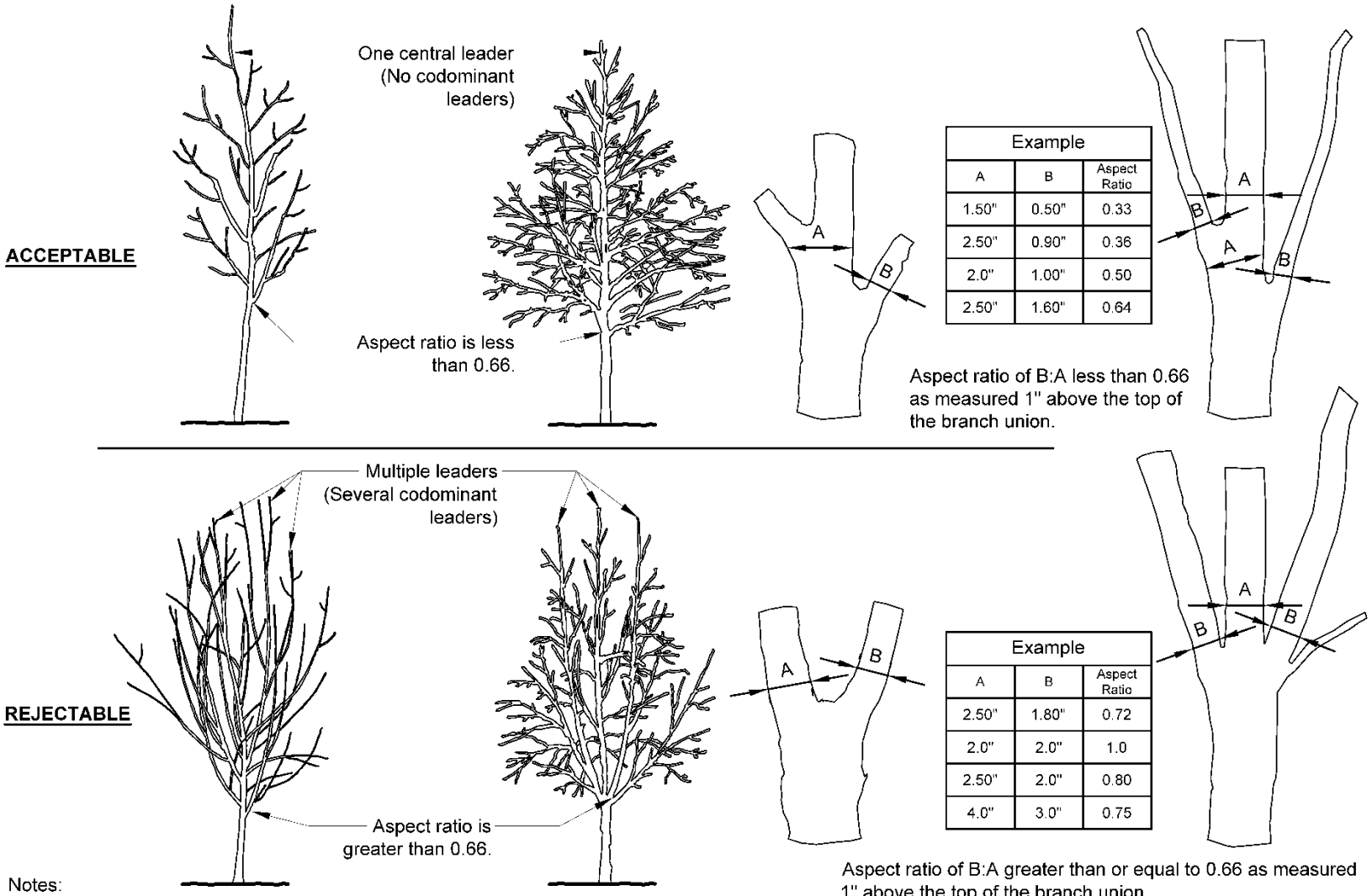
City Staff, with approval of the Director of Public Works, shall refer to the approved species list for selection of the species from this list that is appropriate for the size of the available planting space and presence or absence of utility lines (Tables 5.1 – 5.6).

- Adjacent infrastructure should be considered when developing the list of potential species. The Approved Species List in Table 5.1 and the individual species profiles list the potential for roots to damage infrastructure. Species with moderate to high potential for hardscape damage may not be appropriate for planting adjacent to critical infrastructure.
- Compare the soil sample analysis results for the planting site with the soil pH requirements provided in the species profiles for the list of potential species. If the site's soil pH falls within the tree species' pH tolerance range, the species may be considered suitable for the site.

NURSERY STOCK SELECTION

Obtaining healthy, well-structured nursery stock is essential to establishing healthy, well-structured trees in the City of Carson Urban Forest. Nursery stock must be free of pests and diseases and have a visible root flare to be accepted for installation in the City of Carson. Codominant leaders, or trees with large pruning wounds from the recent removal of a codominant stem, will also be rejected. Pruning young trees in the nursery is a common industry practice; however, the pruning cuts should be made according to ANSI A300 Standards and ISA BMPs (Appendix B). Trees with flush-cut pruning wounds and/or stubs left after pruning will not be accepted.

Ideally, inspect the trees at the nursery before delivery; if not possible, check before offloading. Inspect roots at the container edge to ensure they haven't been turned back or formed J-roots, which grow inward and prevent roots from spreading into the soil. As the tree grows, insufficient root area can cause drought stress or death, regardless of the water supplied. Figures 5.6 and 5.7 show healthy nursery stock versus conditions requiring rejection.



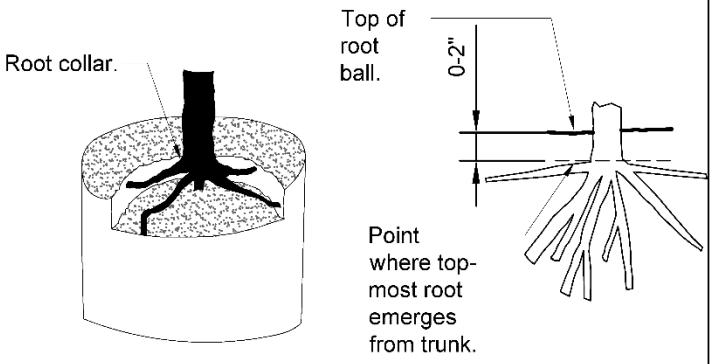
Notes:

1- Aspect ratio shall be less than 0.66 on all branch unions. Aspect ratio is the diameter of branch (B) divided by the diameter of the trunk (A) as measured 1" above the top of the branch union.

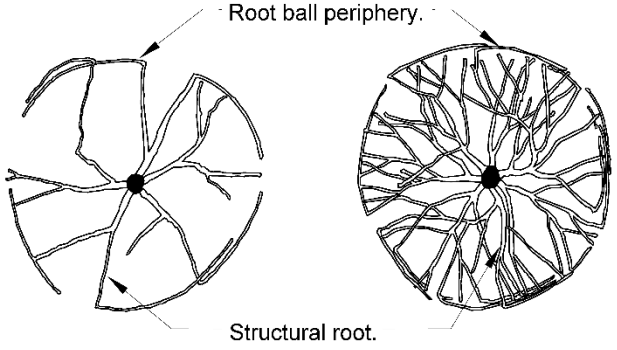
2- Any tree not meeting the crown observations detail may be rejected.

Figure 5.6: Crown Conditions for Selecting Nursery Stock.

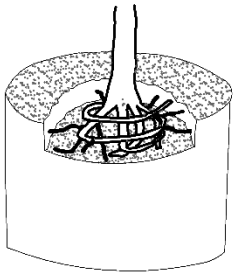
ACCEPTABLE



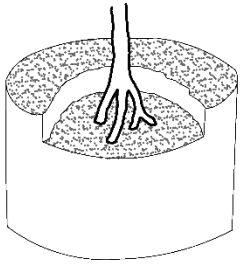
The point where top-most root(s) emerges from the trunk (root collar) should be within the top 2" of substrate. The root collar and the root ball interior should be free of defects including circling, kinked, ascending, and stem girdling roots. Structural roots shall reach the periphery near the top of the root ball.



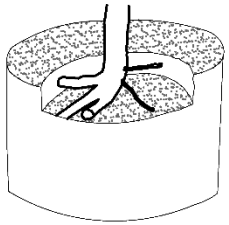
Roots radiate from trunk and reach side of root ball without deflecting down or around.



Structural roots circle interior of root ball. No structural roots are horizontal and reach the root ball periphery near the top of the root ball.

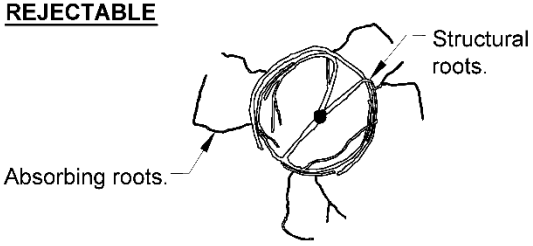


Structural roots descend into root ball interior. No structural roots are horizontal and reach the root ball periphery near the top of the root ball.

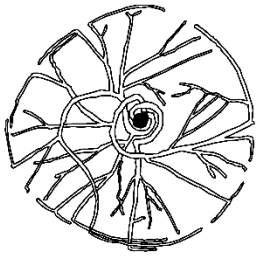


Structural roots primarily grow to one side.

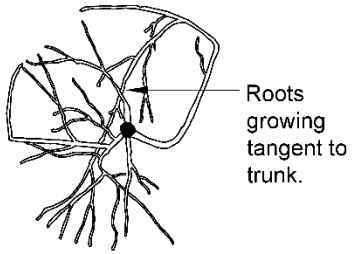
REJECTABLE



Only absorbing roots reach the periphery near the top of the root ball. Structural roots mostly wrap or are deflected on the root ball interior.



Structural roots circle and do not radiate from the trunk.



Structural roots missing from one side, and/or grow tangent to trunk.

Notes:

1- Observations of roots shall occur prior to acceptance. Roots and substrate may be removed during the observation process; substrate/soil shall be replaced after observation has been completed.

2- Small roots (¼" or less) that grow around, up, or down the root ball periphery are considered a normal condition in container production and are acceptable however they should be eliminated at the time of planting. Roots on the periperhy can be removed at the time of planting. (See root ball shaving container detail).

3- See specifications for observation process and requirements.

Figure 5.7: Root Conditions for Selecting Nursery Stock.

TREE INSTALLATION

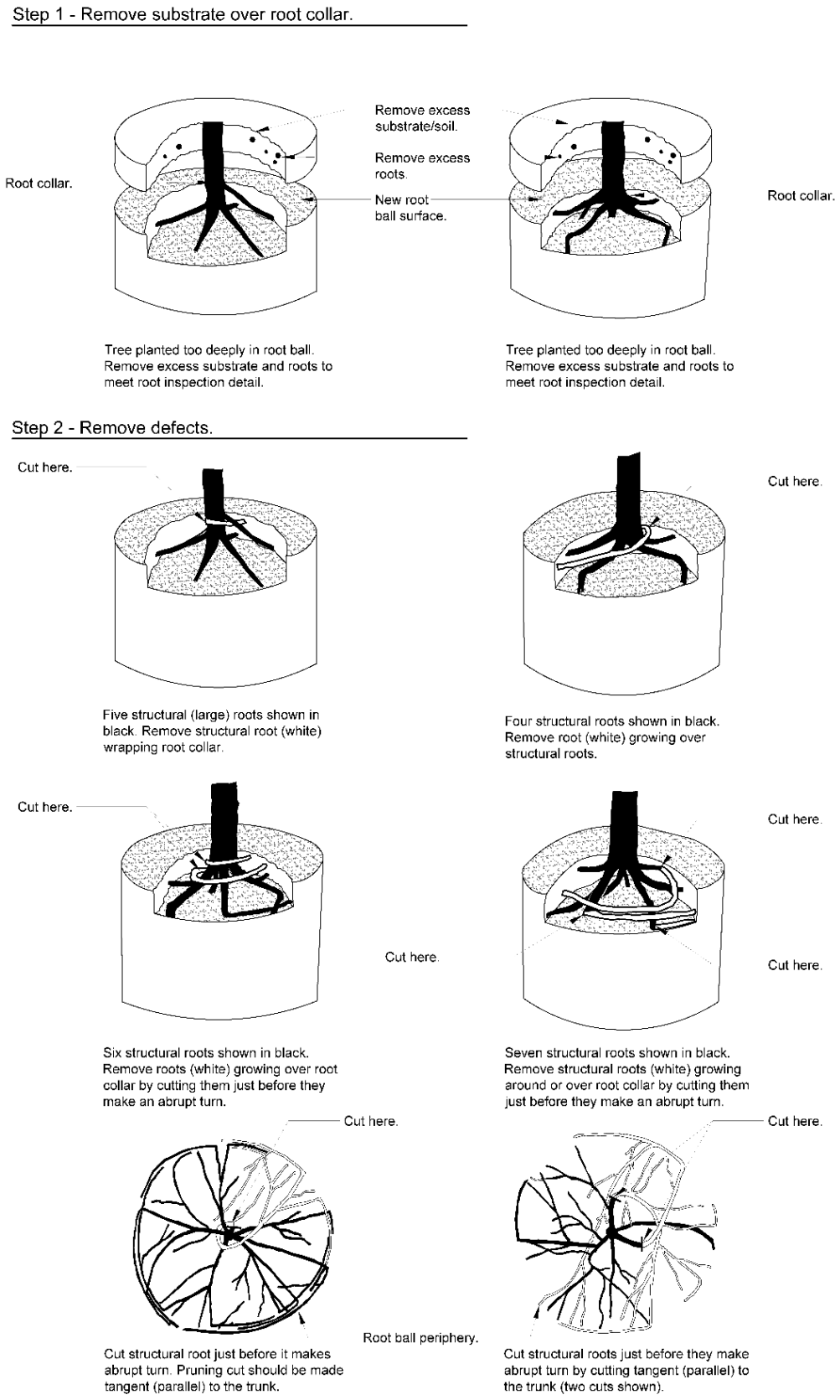
Prior to excavation at any tree planting site, the location of underground utilities should be verified either internally by the Tree Maintenance Supervisor or by a contracted underground utilities locating service such as DigAlert. Once the site has been verified safe for excavation, the new tree will be installed according to the following specifications and as illustrated in Figure 5.12 (Further detail can be found in Appendix B, ISA Best Management Practices Tree Planting and ANSI *A300 Tree Care Standards Clause 10 – Planting and Transplanting*):

- Excavate the planting hole twice the width of the container and to a depth one to one and a half inches (1" – 1 1/2 ") less than the depth of the container soil.
    - The depth can be adjusted if needed by replacing excavated soil, watering the fill, and compacting it by foot.
- Remove excess soil around the base of the tree while it is still in the container to expose the root flare if necessary.
- Place the tree in the planting hole while still in the container to check that the container soil level is one to one-and-a-half inches (1" – 1 ½") above the site grade.
    - The depth can be adjusted if needed by replacing excavated soil, watering the fill, and compacting it by foot.
- Once the depth of the planting hole has been properly adjusted
    - For plastic containers (15-gallon, 20-gallon, etc.):
        - Carefully remove the root ball from the container by squeezing or banging on the sides to free the soil from the container and sliding the container from the root ball. **Do not pull the tree out of the container by the trunk or turn the container upside down.**
        - Gently disturb the outer parts of the root ball by hand to free any roots that may have been constricted by the container. This will encourage outward expansion of the roots into the surrounding soil.
        - Place the root ball in the center of the hole, supporting it with shovels or boards to keep it intact and in the proper position.
        - Begin backfilling with native soil.
            - Remove any debris, turf, mulch, or litter from the native soil prior to backfilling.
            - If soil amendments are recommended based on the pre-installation soil sample analysis, they should be thoroughly mixed with the native soil prior to being placed in the planting hole.
                - Amended soil should only be used for the top eight to twelve inches (8" – 12") of backfill unless otherwise specified.
            - Backfill soil in six-to-eight-inch (6" – 8") layers.
                - Water in and compact each layer by foot.

- Once the backfill has reached $^{2}/_{3}$ the height of the root ball, the supports can be removed.
    - Backfill the gap left by supports, water, and compact by foot.
    - Continue adding layers of soil, watering, and compacting until the backfill is level with the surrounding grade (the top of the container soil should be one to one-and-a-half inches [1" – 1 $^{1}/_{2}$"] above grade).

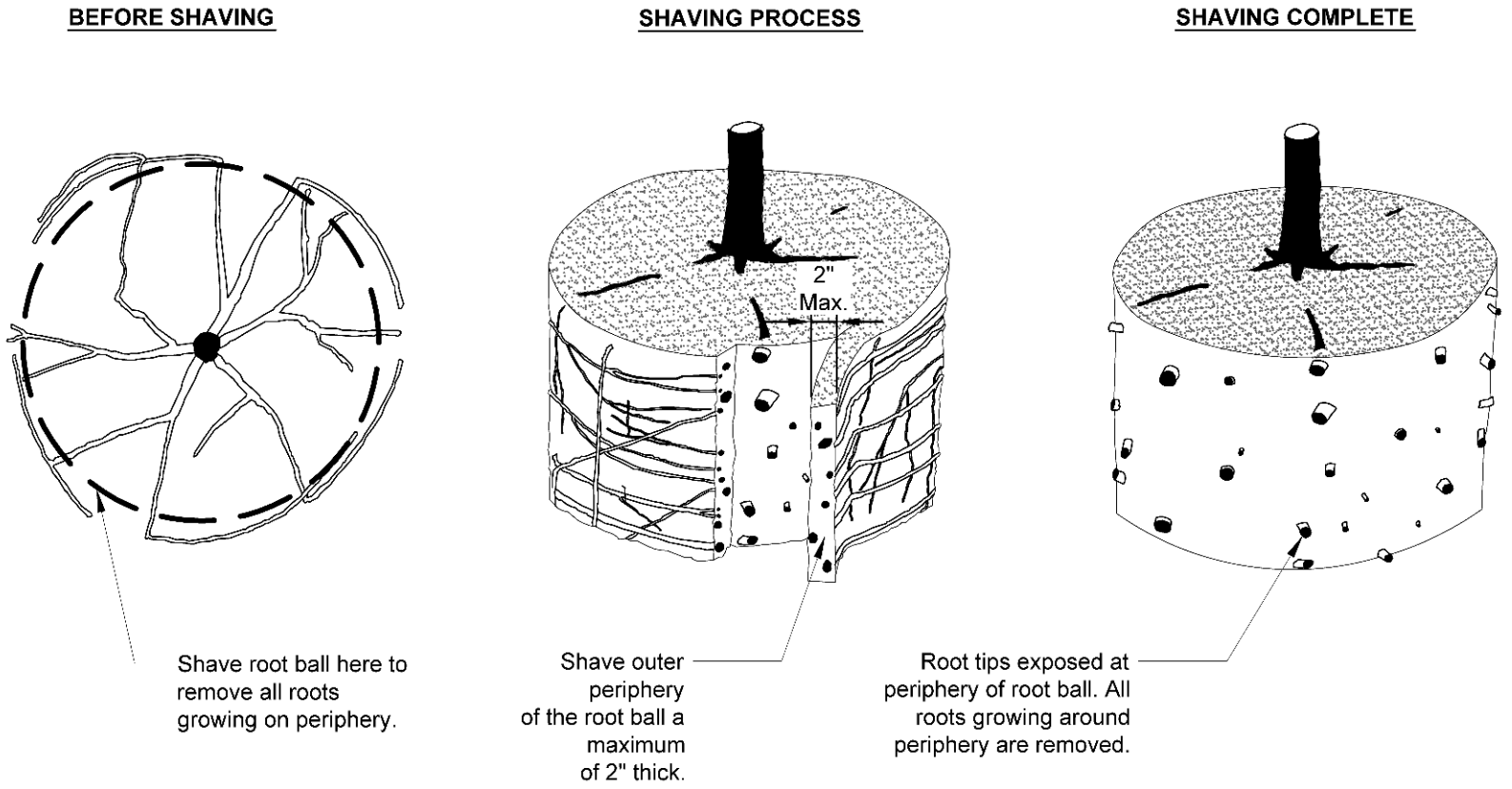
- Blend the edges of the container soil with the surrounding grade to create a gentle slope from the top of the container soil to the surrounding grade.
    - Cover any exposed roots on the edges. **Do not cut exposed roots unless a Certified Arborist recommends it.**
    - Remove any backfill soil that is covering the original container soil. The nursery soil will likely be significantly different in composition and drainage from the native soil. If the nursery soil is covered with native backfill, a soil barrier may form, preventing water from penetrating into the root ball. As the tree begins to establish itself at the site, its roots will expand into the surrounding soil, which will reduce the issue, but for the first few months, most of the absorbing roots will be within the original container soil.
- Build a berm from the remaining backfill soil to create a watering basin around the new tree.
    - Berm should be four to six inches (4" – 6") outside the edge of the original container and two to three inches (2" – 3") high.
    - Compact the berm by hand.
- Fill the basin with water and allow water to infiltrate the soil completely.
- Once water has completely drained from the basin, fill it with water a second time.

- For boxed trees
    - Follow the installation process above with these exceptions:
        - For twenty-four (24") and thirty-six-inch (36") boxes, remove the bottom boards from the box before placing the tree in the planting hole
        - For forty-eight-inch (48") boxes and larger, remove every other bottom board prior to placement in the planting hole.
        - Do not cut the straps or remove the box sides until the backfill has reached $^{2}/_{3}$ the height of the box; doing so can lead to the collapse of the unsupported root ball, damaging the roots.
        - Backfill the gap created by the removal of the box sides in six-to-eight-inch (6" – 8") layers, water each layer, and compact the soil with shovels and by foot before applying the next layer.



Notes:
1- All trees shown are rejectable unless they undergo recommended correction.
2- First Step 1, then Step 2. Roots and soil may be removed during the correction process; substrate/soil shall be replaced after correction has been completed.
3- Trees shall meet root observations detail following correction.
4- Small roots (1/4" or less) on the periphery of the root ball are common with container plant production. These small roots are not defined as "defects" and can be addressed at the time of installation (See root ball shaving container detail).

Figure 5.8: Container Root Ball Correction of Nursery Stock



Notes:
1- Shaving to be conducted using a sharp blade or hand saw eliminating no more than needed to remove all roots on the periphery of root ball.

2- Shaving can be performed just prior to planting or after placing in the hole.

Figure 5.9: Root Ball Shaving of Nursery Stock

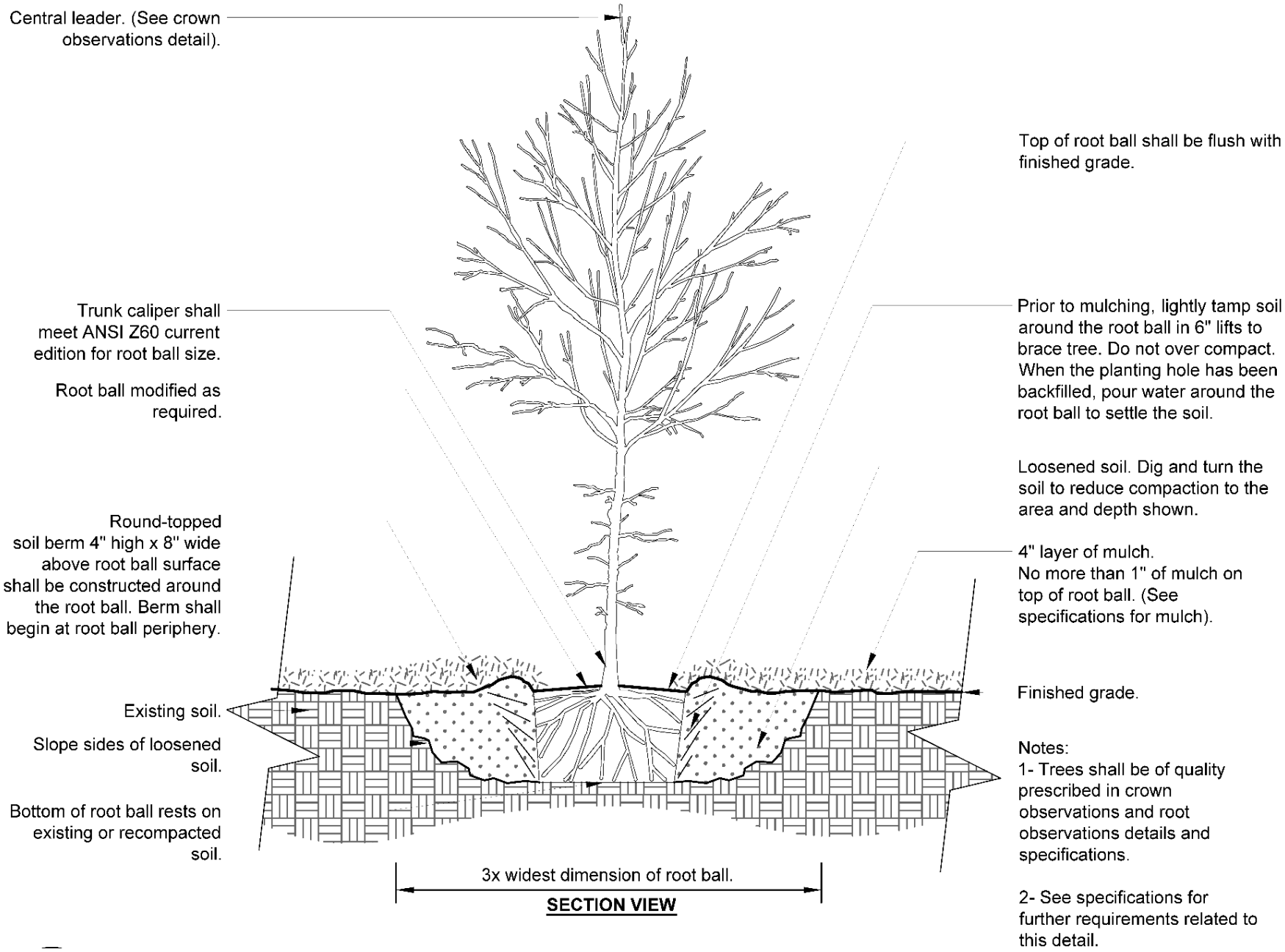


Figure 5.10: Tree Installation of Nursery Stock.

NEW TREE SUPPORT AND TRUNK PROTECTION

Double staking with wooden stakes is usually adequate for most newly installed container trees up to a forty-eight-inch (48") box size. Trees from larger containers or balled and burlapped trees with small root balls relative to tree height may be too tall to be adequately supported by wooden stakes. For these trees, guying and/or root ball anchoring may be the preferred support method. Details and methodology for guying and root ball anchoring can be found in the ISA *Best Management Practices Tree Support Systems: Cabling, Bracing, Guying, and Propping* and the ANSI *A300 Tree Care Standards Clause 7 – Supplemental Support Systems* in Appendix B.

Tree Stake Installation

Figure 5.11 shows the correct placement and attachment of the double-stake support system. The process is as follows:

- Remove the nursery stake and the associated ties. If the stake cannot be fully removed without damaging the tree or its roots, cut it flush with the ground. If the entire stake is removed, backfill the hole and compact it by hand or with a small trowel. Avoid damaging the roots or trunk while backfilling the stake hole.
- Place the two untreated lodgepole pine or Douglas fir stakes on opposite sides of the tree, perpendicular to the prevailing wind direction at the planting site.
- Drive stakes into native, undisturbed soil outside the planting hole to a minimum depth of two inches (2"). The stakes need to be driven straight into the ground, not at an angle.
- Attach the tree to the stake using 36" EZ-Band Self-Locking Tree Ties or an equivalent approved by the City.
    - Place the first pair of ties at the highest point on the trunk where the tree stands upright. The ties should not contact, cross, constrict, or interfere with any branch in the canopy.
    - Each tie will be looped in a figure-8 pattern from the trunk to the stake (Figure 5.11).
    - The opposite tie in the pair should be placed so that it contacts the trunk just above or below the point of the first tie, without overlapping.
    - The dull side of the tie should be placed flat against the trunk on the side of the loop.
    - If the distance from the trunk to the stake exceeds the reach of a single tie, multiple ties can be linked by passing the end of one through the self-locking loop of the second tie. A knot is tied on the end of the first tie to prevent it from slipping through the self-locking loop. The connection and knot should be placed as far from the trunk as possible.
    - Place the end of the tie through the self-locking loop against the stake, then pull it through until the desired tightness is reached.
        - ▪ Ties should allow the trunk to move up to three times (3x) its diameter in all directions. Ties that are too loose will not support the tree properly, and ties that are applied too tightly will not allow the tree to develop the supporting roots and reaction wood that will be necessary once the stake is removed. Over-tightened

stake ties can also lead to the trunk snapping above the tie point in heavy winds and are more likely to become embedded in the trunk sooner as the tree grows.

- Secure the ties to the stake with a small nail driven through the self-locking loop to hold them in place and prevent the end from sliding back through the loop. After the tie is secured, the remaining end of the tie can be cut off.
- A second pair of ties should be installed in the same manner at approximately half the distance between the first set of ties and ground level.
- The top of the stakes should be cut off approximately one inch (1") above the attachment point of the top ties and at least six inches (6") below the lower branches of the canopy.

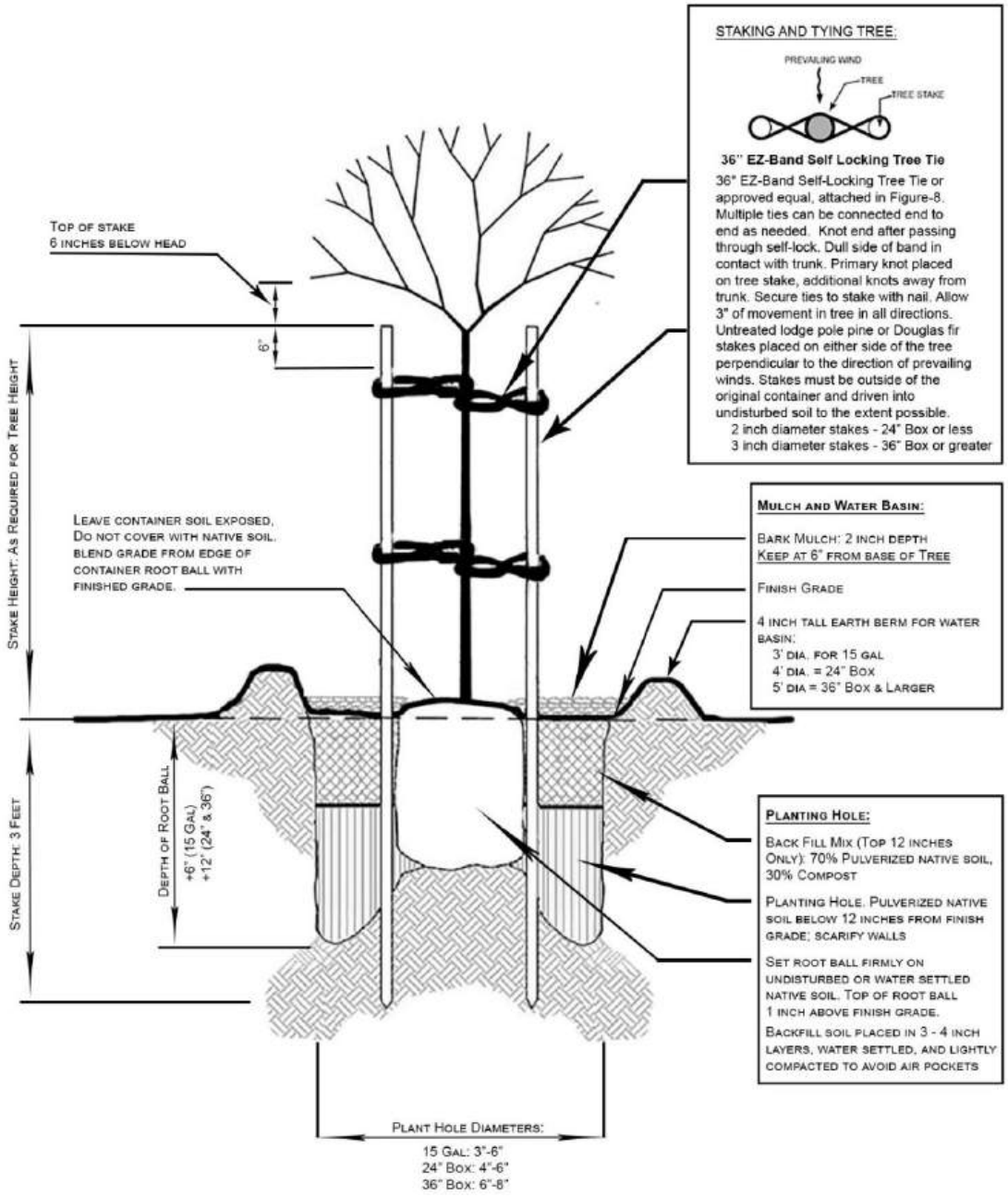


Figure 5.11: New Tree Installation Specification.

Tree Stake Inspection

Stakes and ties should be inspected at least once every six (6) months after installation until they are removed. Broken or loose stakes and/or ties need to be replaced. The contact point between the tie and the trunk will also be inspected for signs that the tie is constricting trunk growth. The tie will be loosened or replaced if it is constricting trunk growth or becoming embedded in the bark.

Tree Stake Removal

Tree stakes should remain in place for a minimum of twelve (12) months and a maximum of eighteen (18) months after installation. If, after the eighteen-month period, the tree has not developed sufficient support roots to prevent movement of the root plate when the trunk is moved, or cannot stand upright once the stakes are removed, a Certified Arborist should inspect the tree and its roots to determine the appropriate course of action.

WATERING FOR NEW TREES

The first one to two years after planting are a critical period for young trees as they transition from the ideal nursery growing conditions to the site conditions in an urban setting. The initial root system, confined to the nursery container, must expand into the surrounding soils at the planting site if the roots' uptake capacity will be sufficient to replace increased transpiration water loss in the urban setting and support the growth of the trunk and canopy. Supplemental water will need to be provided to help the tree through this stage and become established in the urban forest.

The process for new tree installation must include a plan to provide the water needed to support the trees during the establishment period. Details on water management are discussed as part of the cultural practices. The general scheduling guidelines, based on species water-use requirements, have been duplicated in Table 5.7 for reference. The water requirements for each species are listed in Table 5.1. This is only a general schedule and may need to be adjusted based on the specific environmental conditions at the planting site.

For sites with automatic irrigation systems, schedules can be set to provide the necessary water based on species needs and site conditions. The system should be tested at the time of tree installation to ensure it provides enough water to fill the water basin and that the spray from overhead sprinklers does not hit the tree trunk. For sites that will be hand watered, the schedule and responsible party will be identified prior to installation. Watering should be done with a shower nozzle whenever possible to reduce soil erosion in the basin. Any soil disturbance caused by watering will be repaired before leaving the site. The berm around the watering basin will be inspected at each visit and repaired as needed before watering the tree.

Water Usage	June - October	November - May
Very Low	1x per week	1x per week (0 – 3 months after installation) Every other week (3 months + after installation)
Low	2x per week (0 – 3 months after installation) 1x per week (3 months + after installation)	1x per week
Moderate	2x per week	2x per week

Table 5.7: General Watering Schedule Based on Water Usage.

STRUCTURAL PRUNING

A structural pruning plan will be developed for each newly planted tree within six (6) months of installation. The plan will address the goals in Figure 5.12 and any site-specific conditions, such as clearance for adjacent buildings, traffic signals, or signs. Strategic pruning of smaller branches will encourage growth away from areas of conflict with these structures and reduce the need to remove larger branches at a later date. Pruning at the time of installation should be avoided, except to remove dead or broken branches, so the tree's resources can be allocated to root growth and adaptation to the new environmental conditions.

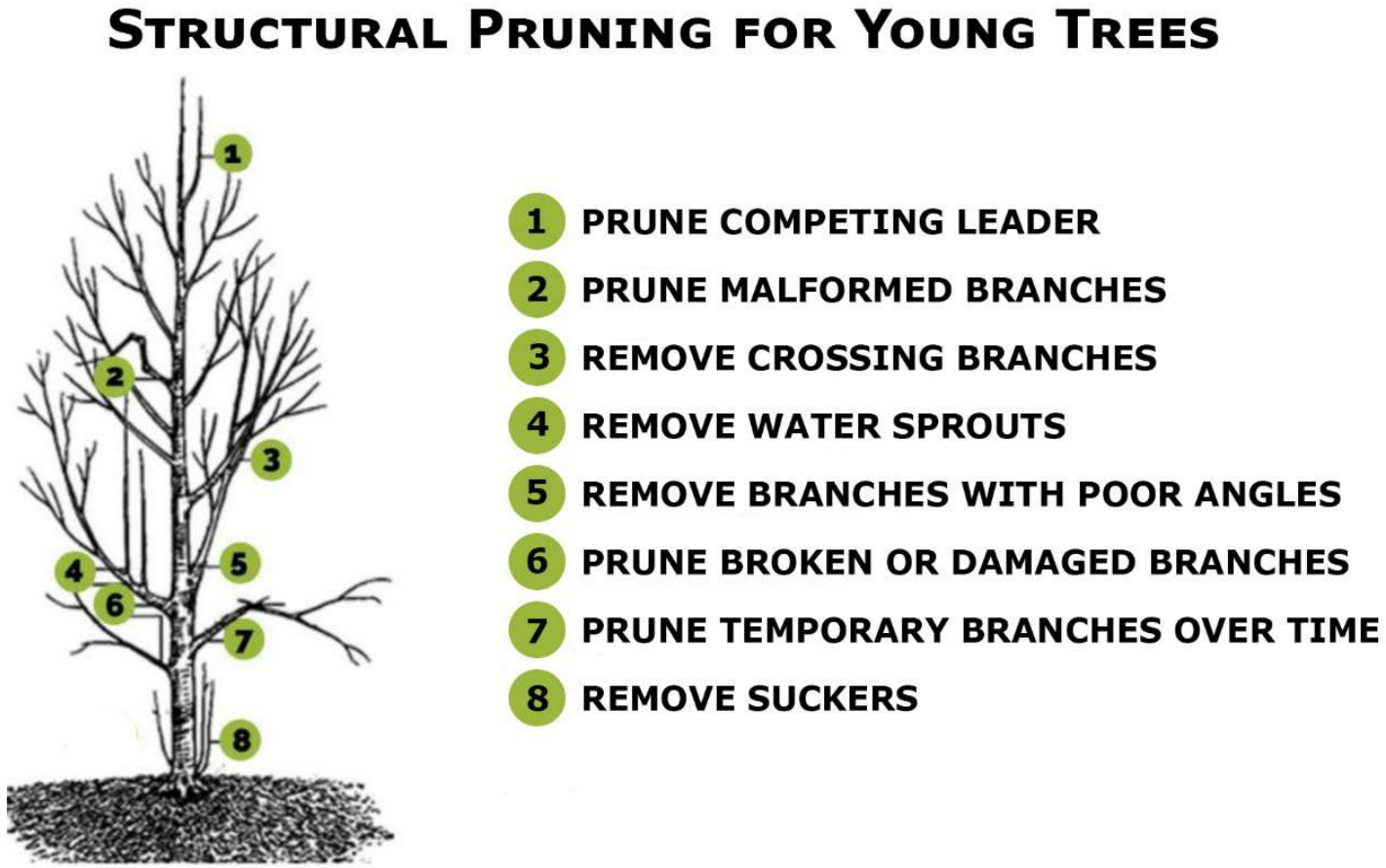


Figure 5.12: Structural Pruning for Young Trees.

MONITORING OF NEWLY PLANTED TREES

For hand-watered trees, scheduled visits will provide an opportunity to evaluate tree health and site conditions. Trees showing signs of pests, disease, stress, or other signs of declining health will be reported immediately to the Director of Public Works, and a note will be added to the site in the City's Electronic Inventory Software System. Follow-up action will be at the discretion of the Director of Public Works, Superintendent, or the Tree Maintenance Supervisor.

Prior to installing new trees at planting sites to be watered by an automatic irrigation system, a schedule of monitoring visits will be developed, with the responsible party assigned. These visits will occur weekly for the first three months after installation and then biweekly through the first year. After year one, the frequency of visits can remain biweekly or transition to monthly at the discretion of the Director of Public Works, Superintendent, or the Tree Maintenance Supervisor.





STRATEGIC PLAN

GUIDING PRINCIPLES

The overarching guiding principle for this Strategic Plan is to maximize the benefits that trees provide to the entire Carson Community. Those benefits include:

- Beautifying the landscape
- Improving air quality
- Releasing oxygen into the atmosphere
- Absorbing carbon dioxide and other greenhouse gases
- Providing sound barriers
- Serving as a windbreak
- Providing direct and indirect positive economic property value
- Capturing storm water
- Reducing soil erosion
- Reducing runoff
- Reducing water consumption in the landscape
- Providing shade and cooling for homes and leisure
- Reducing heat islands
- Providing habitat for wildlife

Achievement of the main guiding principle is reliant on these additional component principles and guidelines.

- Maintaining healthy, well-structured trees within the urban forest by following the Best Management Practices and Standards as developed by the International Society of Arboriculture and the American National Standards Institute and presented in the previous sections of this UFMP.
- Practicing adaptive management, adapting to new scientific information, industry understanding, and changes in climate that may require periodic updates in practices and standards.
- Protecting and conserving limited water resources by reducing the water requirements to sustain the urban forest.
- Reducing property damage and injury to persons by replacing trees that pose a higher risk based on species profile and history of failure within the City of Carson.

IMPLEMENTATION PLAN

This section outlines six strategic goals to guide the management of Carson's urban forest. The goals follow the structure used in urban forest management plans and are organized into three domains: the tree resource itself (Goals 1 and 2), the City's management capacity (Goals 3, 4, and 5), and the community that sustains it (Goal 6). Each goal is supported by objectives and specific management actions, and each includes measures to assess progress.

The goals are designed to complement existing efforts such as Chapter 3-9 of the Municipal Code, the Parkway Tree Master Plan with its approved species list, the 21-zone trimming program, the Carson 2040 General Plan, and the City's Climate Action Plan, rather than to replace them.

STRATEGIC GOAL 1

Expand and evenly distribute tree canopy in all Carson neighborhoods.

Carson's population of about 91,000 residents lives alongside roughly 175 industrial sites, five refineries, and freight corridors linked to the San Pedro Bay ports. Census tracts throughout the city rank among the highest statewide for pollution burden according to CalEnviroScreen. Canopy serves as the city's most cost-effective solution for reducing surface temperatures, capturing particulate matter, and shielding residential areas from industrial and truck-route noise—provided it is installed in locations with the highest pollution burden rather than simply where planting is easiest.

Objective 1.1 — Establish a defensible canopy baseline.

- Commission a high-resolution urban tree canopy (UTC) assessment using LiDAR and NAIP imagery, reporting existing canopy, potential planting area, and impervious cover by census tract, council area, and land use category.
- Separate public canopy (parkway, park, median, City facility) from private and industrial canopy to ensure responsibility for each is clear.
- Repeat the UTC assessment every five to seven years using the same methodology so changes are measurable rather than anecdotal.

Objective 1.2 — Adopt a citywide canopy target and neighborhood-level subtargets.

- Establish a feasible citywide canopy goal based on the available planting area, and formalize it through a Council resolution with a specified target year.
- Set more ambitious percentage-gain subtargets for areas with the least canopy, highest CalEnviroScreen scores, and highest surface temperatures—focusing on equity by measuring the progress made, rather than just tree distribution.
- Exclude land where planting is physically or legally infeasible from the target to keep the goal credible.

Objective 1.3 — Fill every viable public planting site.

- Inventory and map all vacant parkway sites, empty tree wells, and plantable median and park space, and publish the vacancy count as a standing performance metric.
- Establish an annual planting goal that surpasses documented removals, and provide a report each fiscal year comparing planted and removed amounts.

- Focus on planting along residential streets bordering industrial areas, on key truck routes, and near schools, parks, senior housing, and transit stops.

Objective 1.4 — Extend canopy onto private and non-residential land.

- Offer a resident yard-tree program that provides free or subsidized shade trees, planting guidance, and first-year care instructions.
- Collaborate with industrial and logistics property owners to enhance perimeter and parking lot planting, focusing on dust control, heat reduction, and neighbor relations.

STRATEGIC GOAL 2

Build a diverse, climate-ready forest suited to Carson's soils, water, and pest pressures.

Much of Carson's land consists of former agricultural, oil-production, and filled ground, including areas with shallow groundwater, alkaline and clay soils, and localized soil-gas conditions. The city is also within the range of the polyphagous and Kuroshio shot hole borers, the South American palm weevil, and other emerging pests. Its proximity to the coast exposes trees to salt air and occasional Santa Ana wind events. A forest dominated by a few species or a single age class is vulnerable to significant loss.

Objective 2.1 — Diversify species, genus, and family composition.

- Adopt the 10-20-30 diversity standard as City policy: no single species above 10 percent of the public tree population, no genus above 20 percent, and no family above 30 percent.
- Identify taxa that are currently overrepresented in the inventory and limit further planting of these until the composition targets are achieved.
- Implement diversity targets both at the neighborhood level and citywide to prevent any single street or tract from becoming monocultural.

Objective 2.2 — Update the Parkway Tree Master Plan species list.

- Revise the approved species list adopted under CMC § 3-9903 to add climate-adapted, drought-tolerant, and pollution-tolerant species and to remove species with demonstrated failure rates under Carson conditions.
- Screen each listed species for their tolerance to alkaline and compacted soils, shallow groundwater, salt exposure, and their susceptibility to shot hole borer and palm weevil.
- Match species to site based on parkway width, overhead utility presence, and available soil volume. Then, publish the list in a format accessible to residents, contractors, and developers.
- Implement a species-trial program with small groups of promising climate-ready species, monitored over time before widespread adoption.

Objective 2.3 — Balance the age and size-class distribution.

- Report the public tree population according to diameter classes and establish a target distribution to promote ongoing canopy renewal instead of abrupt losses.
- Develop a phased, block-by-block reforestation plan to replace aging and over-mature street trees proactively, before they fail, instead of removing them reactively.

Objective 2.4 — Prepare for pest and disease outbreaks.

- Implement an early-detection and rapid-response protocol for invasive pests like shot hole borers, South American palm weevil, and others. This should include staff and contractor training on how to identify these pests.
- Coordinate detection and reporting efforts with the Los Angeles County Agricultural Commissioner, CAL FIRE, and neighboring South Bay jurisdictions.

STRATEGIC GOAL 3

Move from reactive response to proactive, data-driven urban forest management.

CMC § 3-9904 already requires the Public Works Division to develop and maintain a current inventory of all City-owned trees, including site characteristics and work histories. § 3-9914 establishes 21 trimming zones to service seven zones annually on a three-year cycle. The strategic question is not whether these standards exist but whether performance against them is measured, funded, and sustained. Cyclical care is also the most cost-effective form of risk management: routinely pruned trees fail less often and generate fewer claims than trees serviced only on complaint.

Objective 3.1 — Complete and continuously maintain the tree inventory.

- Complete a GPS-located inventory of all City-maintained trees, capturing species, diameter, condition, clearance conflicts, hardscape conflicts, and maintenance history, plus all vacant planting sites.
- Host the inventory in a system integrated with the City's work-order and GIS platforms so that every planting, pruning, inspection, and removal automatically updates the record.
- Designate data ownership and establish a regular update schedule to ensure the inventory remains accurate between planning cycles.

Objective 3.2 — Deliver and verify the cyclical pruning program.

- Monitor and publicly disclose zone completion in relation to the § 3-9914 target of seven zones annually, and highlight the funding shortfall when this cycle is not achieved.
- Establish a separate structural pruning cycle for young trees on a shorter interval than for mature trees.
- Include ANSI A300 pruning standards and ISA Best Management Practices in all contracts, ensuring a City-side inspection and quality assurance process instead of relying solely on contractor self-certification.

Objective 3.3 — Manage risk systematically.

- Adopt a documented tree risk assessment program using the ISA Tree Risk Assessment Qualification (TRAQ) methodology, prioritizing inspections at high-occupancy sites such as parks, schools, transit stops, and civic facilities.
- Keep a documented record of all risk findings and the mitigation actions taken to ensure public safety and defend against claims.
- Define a storm and emergency response protocol covering assessment priority, mutual aid, and post-event documentation.

Objective 3.4 — Close the removal-to-replacement loop.

- Require that every City tree removed under CMC § 3-9924 be replaced at a specified ratio within a specified timeframe, and that any infeasible site be replanted elsewhere in the same neighborhood.
- Monitor the survival of newly planted trees over three years and report the survival rate instead of simply counting the trees at planting.
- Implement a mandatory two- to three-year watering and maintenance program for all new plantings.

STRATEGIC GOAL 4

Protect the existing canopy with stronger policies and review.

A mature tree cannot be replaced by a fifteen-gallon sapling; safeguarding existing trees offers the highest return on investment. CMC § 3934 protects parkway and City trees, imposing a $1,000 or appraised value penalty for unauthorized removal, and mandates replacement within 60 days of notice. However, its jurisdiction ends at the right-of-way. As warehouses, logistics hubs, and industrial developments expand across the city, the greatest threat to the tree canopy comes from private and non-residential parcels, where no comparable protections are in place.

Objective 4.1 — Modernize the tree ordinance.

- Revise Chapters 3-9 to specify a clear no-net-loss policy for City trees, including a defined replacement ratio for healthy trees removed for reasons other than hazards.
- Assess the possibility of expanding protection to significant, heritage, and native trees on private lands, as well as to trees on large commercial and industrial sites, establishing clear criteria and an appeal process.
- Require mitigation measures based on appraisal for unauthorized removal or damage, following the current Guide for Plant Appraisal and aligning with the existing § 3-9934 framework.

Objective 4.2 — Treat hardscape conflict as a design issue, not a removal trigger.

- Before invoking removal under § 3-9924(f) for improvement damage, require documented consideration of root pruning, standard, flexible, or ramped paving, curb realignment, root barriers, or sidewalk meandering.
- Implement standard guidelines for root-friendly sidewalk repairs and mandate their application in the City's pavement and ADA initiatives.

Objective 4.3 — Build tree requirements into development entitlement.

- Implement minimum parking lot shading rules with a clear canopy-at-maturity standard and include a post-occupancy check to verify compliance.
- Establish landscape and perimeter buffer standards for warehouse, logistics, and industrial projects, incorporating higher requirements when a project borders residential areas, a school, or a park.

- Require tree protection zones, fencing, and arborist oversight during construction, building on the protective measures already set out in § 3-9928, and require an inspection sign-off before finalization.

Objective 4.4 — Give trees the soil they need to reach maturity.

- Adopt minimum soil volume standards per tree for new and reconstructed streetscapes and private developments, using structural soil, suspended pavement systems, or connected planting strips.
- Require permeable surfacing or expanded tree wells in areas with narrow parkways and limited tree size, and incorporate tree planting into stormwater capture efforts when implementing green infrastructure or Safe Clean Water projects.

STRATEGIC GOAL 5

Secure funding, staffing, and capacity to sustain the urban forest.

All other objectives in this plan hinge on this fundamental point. Urban forestry initiatives often fall short not due to flawed goals, but because canopy targets are set without ensuring the necessary recurring funding, skilled staff, and cross-departmental authority to achieve them. Carson heavily depends on contracted tree services; CMC § 3-9922 mandates that the City's contractor employs a full-time ISA Certified Arborist. However, the City itself must develop comparable in-house expertise to define standards, oversee inspections, and justify the work.

Objective 5.1 — Establish dedicated in-house arboricultural capacity.

- Create and fill a City Urban Forester or Urban Forestry Supervisor position requiring ISA Certified Arborist and TRAQ credentials, with clear authority over species selection, planting, pruning specifications, removal approvals, and development review.
- Fund ongoing certification and continuing education programs for Public Works personnel responsible for inspecting and managing tree contracts.
- Designate a specific position to be responsible for the tree inventory, annual report, and grant administration instead of assigning these tasks to a department overall.

Objective 5.2 — Fund the program at the level the standards require.

- Determine and disclose the yearly cost per tree needed to fulfill the § 3-9914 pruning schedule, planting goals, and establishment care plan, then show the difference between this figure and existing funding.
- Create a separate urban forestry budget line distinct from general street maintenance to ensure that funding for trees is visible and not overshadowed by other competing needs.
- Direct in-lieu fees, mitigation payments, and appraisal-based penalties collected under Chapter 3-9 are deposited into a restricted tree fund, which is used exclusively for planting and establishment care.

Objective 5.3 — Pursue external funding aggressively and strategically.

- Maintain a continuous pipeline of applications for various funding opportunities, including CAL FIRE Urban and Community Forestry grants, USDA Forest Service urban forestry initiatives, Los Angeles County Measure A and Safe Clean Water funding, SCAQMD and AB 617

community programs, and California Climate Investments. Carson's disadvantaged-community status provides a competitive edge in nearly all these cases.

- Maintain the UTC assessment, tree inventory, and this plan to ensure they are up-to-date, as most major funders mandate an approved management plan and reliable baseline data.
- Consider mitigation and community-benefit agreements with industrial and logistics operators as ongoing sources of funding for planting and maintenance.

Objective 5.4 — Integrate urban forestry across City functions.

- Align this plan's targets with the Carson 2040 General Plan, the City's Climate Action Plan, capital improvement programming, and the Local Hazard Mitigation Plan to ensure canopy is included as a clear objective in each.
- Create a regular interdepartmental review process involving Public Works, Community Development, Parks and Recreation, and Engineering for any projects that impact trees.
- Coordinate proactively with Southern California Edison, utility providers, and Caltrans on line clearance practices to ensure that utility pruning aligns with the City's canopy and species standards.

STRATEGIC GOAL 6

Grow community stewardship, fairly distribute benefits, and report progress publicly.

Carson's population is about 39% Latino, 27% Asian—mainly Filipino—and 22% Black, with a large immigrant community. The survival of a street tree in its first three summers largely depends on actions taken on neighboring properties, making residents key collaborators rather than passive observers. Building community trust is essential; following the 2021 Dominguez Channel hydrogen sulfide crisis and years of industrial exposure, engagement that only occurs when the city seeks something will likely fail.

Objective 6.1 — Engage residents in the language and settings they actually use.

- Ensure that all urban forestry outreach materials, planting notices, removal notices, and request forms are available in English, Spanish, and Tagalog at a minimum.
- Engage in outreach via schools, faith organizations, senior centers, homeowner and neighborhood groups, and community events instead of depending on public hearings and the City website.
- Allow residents to have an authentic voice in block-level planting choices, such as selecting preferred species from the approved list and choosing to decline, while clarifying that refusing incurs cumulative costs.

Objective 6.2 — Build durable stewardship partnerships.

- Establish formal partnerships with regional and local organizations such as TreePeople, California ReLeaf affiliates, California State University Dominguez Hills, and the Carson school community to coordinate planting events, provide care training, and conduct monitoring.
- Create a volunteer tree steward or block captain program that offers basic training in watering, mulching, and caring for young trees, along with recognition for those involved.

Objective 6.3 — Use the urban forest to create local opportunity.

- Create a pathway for green jobs and workforce development in collaboration with California State University Dominguez Hills, local community colleges, and workforce programs, culminating in ISA certification and careers in arboriculture.
- Incorporate local hire provisions and apprenticeship opportunities into City tree maintenance contracts wherever legally allowed.

Objective 6.4 — Make performance transparent and accountable.

- Publish an annual report card on the urban forest that includes data on trees planted, trees removed, pruning zones completed, survival rate, canopy trend, funding secured, and progress toward equity targets.
- Create a publicly accessible tree map along with an online service request system that tracks response times.
- Aim to achieve and sustain Tree City USA recognition, and provide an annual report to the City Council on the plan's progress.
- Review and update this plan formally every five years, conducting a complete canopy and inventory reassessment with each update.

Sources

- City of Carson Municipal Code, CHAPTER 9: CITY TREE PRESERVATION AND PROTECTION - City of Carson, CA
- CalEnviroScreen 4.0, California Office of Environmental Health Hazard Assessment. CalEnviroScreen 4.0 - OEHHA
- CAL FIRE Urban and Community Forestry grant program guidelines; USDA Forest Service urban and community forestry programs. Urban and Community Forestry Grants | CAL FIRE
- City of Carson, City of Carson, CA
- City of Carson, South Bay Cities Climate Action Plan (2017). — CAP.pdf
- City of Carson, 2040 General Plan / Housing Element. — Carson 2040 General Plan Update Introduction chapter (PDF)
- City of Carson, Energy & Sustainability — Climate Action Efforts. — Energy & Sustainability
- City of Carson, Operations & Street Maintenance. — Operations & Street Maintenance



PUBLIC PARTICIPATION

PUBLIC EDUCATION / OUTREACH

Carson's urban forest outreach is in the initial phase, aiming to involve the community. The City has secured a grant from the USDA Forest Service's Inflation Reduction Act Urban & Community Forestry Program to create an Urban Forest Master Plan. This funded project includes Public Works' role in engaging the community, preparing for canopy loss, developing neighborhood planting plans, and monitoring canopy changes. Carson has started a community outreach survey about the urban forest and launched a benefits webpage for Carson's urban forest. Additionally, they are planning Arbor Day events, tree giveaways, and ongoing community activities related to trees. Since the City has not previously run a tree-specific participation program, these activities form the foundation of Carson's urban forest community engagement.

At urban forest events, volunteers collaborate with City staff and forestry experts to learn correct tree-planting techniques, watering, and establishment practices. They also gain insight into the significance of trees for enhancing environmental quality and community well-being. Participants get practical experience and educational guidance on choosing trees, planting methods, long-term care, and the numerous benefits trees offer.

Furthermore, Arbor Day activities foster urban forestry awareness through community participation, educational presentations at local schools, and various outreach initiatives. These actions aim to increase public understanding of how trees enhance air quality, mitigate urban heat, beautify neighborhoods, support wildlife habitats, and elevate residents' overall quality of life.

TREE CITY USA STATUS

In 1976, to promote the many benefits of the urban forest to communities, the Arbor Day Foundation established the Tree City USA program. The program recognizes cities across the country for their commitment to maximizing the benefits the urban forest provides to the community by expanding canopy cover and properly maintaining trees. The goals and vision in this UFMP demonstrate the City of Carson's commitment to the principles of the Tree City USA program. To celebrate that vision, the City seeks Tree City USA recognition and to retain this designation in perpetuity.

There are four (4) standards a city must meet to be recognized under the Tree City USA program [Summary of Cities standing]. Cities that meet these standards are recognized as Tree City USA:

1. **A Tree Board or Department**: The Public Works Department is responsible for the care and maintenance of public trees within the city of Carson at the discretion of the Director, Superintendent and Tree Maintenance Supervisor.

2. **A Public Tree Care Ordinance:** The City of Carson has an established Tree Ordinance meeting this requirement (Appendix E).

3. **A Community Forestry Program with an Annual Budget of at Least $2 Per Capita:** The population of the City of Carson as of the July 2025 Census was nearly 91,000. To meet the $ 2-per-capita budget requirement, the City would need to allocate $182,000. The current City Urban Forestry budget is $1,000,000 as of July 2026.

4. **An Arbor Day Observance and Proclamation:** Beginning in April 2027 and in subsequent years, the city of Carson will host an Arbor Day tree planting event.

CARING FOR PRIVATE TREES

Professionally maintained trees will provide long-lasting benefits to residents and help improve the environment. Residents and business owners are encouraged to seek out and contract with licensed and certified tree care professionals. Public outreach to educate the community about the benefits trees provide and how to properly maintain trees in good health is essential to achieving the urban forest goals described in this UFMP.

RESOURCES FOR HOMEOWNERS AND BUSINESSES

The City of Carson recognizes that achieving the goal of a healthy urban forest that provides the greatest benefit to the community requires the participation and cooperation of community members. The public outreach and education demonstrate the City's understanding and commitment to that idea. The practices for species selection, tree installation, cultural care, mature tree protection, and tree maintenance presented in this UFMP provide guidance for Homeowner and Business participation in achieving these goals. Additional resources are available in Appendix G and through forestry agencies and professional organizations, with a few examples provided below.

Trees Are Good
International Society of Arboriculture (ISA)

www.treesaregood.org

United States Forest Service

https://www.fs.usda.gov/learn/trees

California Department of Forestry and Fire Protection Urban Forestry Program

https://www.fire.ca.gov/what-we-do/natural-resource-management/urban-and-community-forestry

University of California Agriculture and Natural Resources Master Gardener Program

https://mg.ucanr.edu/



APPENDIX A – REFERENCES AND GLOSSARY OF TERMS

References

Appendix B contains links to the International Society of Arboriculture Best Management Practices and the American National Standards Institute A300 Standards, which form the foundation of this Urban Forest Management Plan.

The list below includes all sources cited in the plan, as well as the standards, best management practices, and professional manuals referenced during the preparation of this Urban Forest Management Plan.

American National Standards Institute. (2023). *ANSI A300 tree care standards: Consolidated standard*. Tree Care Industry Association. https://wwv.isa-arbor.com/store/product/4645/cid/117/

American National Standards Institute. (2026). *ANSI Z133-2026: Safety and health requirements for arboricultural operations*. Tree Care Industry Association. https://wwv.isa-arbor.com/store/product/122/cid/117/

Arbor Day Foundation. (n.d.). *Tree City USA standards*. https://www.arborday.org/programs/treecityusa

Bassett, C., Donohue, K., & Gilpin, R. (2022). *Tree care for wildlife best management practices*. Western Chapter, International Society of Arboriculture. https://treecareforbirds.com

Bernick, S., & Smiley, E. T. (2022). *Best management practices: Tree injection* (2nd ed.). International Society of Arboriculture. https://wwv.isa-arbor.com/store/product/4483/cid/117/

California Department of Forestry and Fire Protection. (n.d.-a). *Urban and community forestry grants*. https://www.fire.ca.gov/what-we-do/grants/urban-and-community-forestry-grants

California Department of Forestry and Fire Protection. (n.d.-b). *Urban and community forestry program*. https://www.fire.ca.gov/what-we-do/natural-resource-management/urban-and-community-forestry

California Department of Pesticide Regulation. (n.d.). *Agricultural pest control adviser licensing*. California Environmental Protection Agency.

California Office of Environmental Health Hazard Assessment. (n.d.). *CalEnviroScreen 4.0*. https://oehha.ca.gov/calenviroscreen/report/calenviroscreen-40

Center for Invasive Species Research. (n.d.). *South American palm weevil*. University of California, Riverside. https://cisr.ucr.edu/invasive-species/south-american-palm-weevil

City of Carson. (n.d.-a). *Carson 2040 general plan*. https://www.carson2040.com

City of Carson. (n.d.-b). *Energy and sustainability: Climate action efforts*. https://carsonca.gov/services/energy_and_sustainability/

City of Carson. (n.d.-c). *Local hazard mitigation plan*.

City of Carson. (n.d.-d). *Municipal code, Chapter 3-9: City tree preservation and protection*. https://ecode360.com/47241553

City of Carson. (n.d.-e). *Operations and street maintenance*. https://carsonca.gov/services/operations___street_maintenance

City of Carson. (n.d.-f). *Parkway tree master plan and approved species list*.

City of Carson, & South Bay Cities Council of Governments. (2017). *South Bay Cities climate action plan*. https://ci.carson.ca.us/content/files/pdfs/planning/CAP.pdf

Costello, L. R., Watson, G., Smiley, E. T., & Hauer, R. (2023). *Best management practices: Root management* (2nd ed.). International Society of Arboriculture. https://wwv.isa-arbor.com/store/product/4291/cid/117/

Council of Tree and Landscape Appraisers. (n.d.). *Guide for plant appraisal* (10th ed.). International Society of Arboriculture.

Dunster, J. A., Lilly, S., Smiley, E. T., Matheny, N., Brantley, B., Kane, B., & Klein, R. (2025). *Tree risk assessment manual* (3rd ed.). International Society of Arboriculture. https://wwv.isa-arbor.com/store/product/442/

Esri. (n.d.). *ArcGIS Pro* [Computer software]. https://www.esri.com/en-us/arcgis/products/arcgis-pro/overview

Goodfellow, J. W. (2020). *Best management practices: Utility tree risk assessment*. International Society of Arboriculture. https://wwv.isa-arbor.com/store/product/4430/

International Society of Arboriculture. (n.d.). *Trees are good consumer education series*. https://www.treesaregood.org

i-Tree. (n.d.). *i-Tree Eco* [Computer software]. USDA Forest Service. https://www.itreetools.org

Lilly, S. J., Gilman, E. F., & Smiley, E. T. (2019). *Best management practices: Pruning* (3rd ed.). International Society of Arboriculture. https://wwv.isa-arbor.com/store/product/58/cid/117/

Los Angeles County. (n.d.). *Measure A (Safe, Clean Neighborhood Parks) and Measure W (Safe, Clean Water Program)*.

Matheny, N., Smiley, E. T., Gilpin, R., & Hauer, R. (2023). *Best management practices: Managing trees during construction* (3rd ed.). International Society of Arboriculture. https://wwv.isa-arbor.com/store/product/139/cid/117/

Miller, R. H. (2021). *Best management practices: Integrated vegetation management* (3rd ed.). International Society of Arboriculture. https://wwv.isa-arbor.com/store/product/101/cid/117/

Scharenbroch, B. C., & Smiley, E. T. (2021). *Best management practices: Soil management for urban trees* (2nd ed.). International Society of Arboriculture. https://wwv.isa-arbor.com/store/product/863/cid/117/

Smiley, E. T., & Lilly, S. (2014). *Best management practices: Tree support systems—Cabling, bracing, guying, and propping* (3rd ed.). International Society of Arboriculture. https://wwv.isa-arbor.com/store/product/135/cid/117/

Smiley, E. T., Graham, A. W., Jr., & Cullen, S. (2015). *Best management practices: Tree lightning protection systems* (3rd ed.). International Society of Arboriculture. https://wwv.isa-arbor.com/store/product/136/cid/117/

Smiley, E. T., Lilly, S., Werner, L., & Brantley, B. (2020). *Best management practices: Tree and shrub fertilization* (4th ed.). International Society of Arboriculture. https://wwv.isa-arbor.com/store/product/138/cid/117/

Smiley, E. T., Matheny, N., Lilly, S., Kane, B., Klein, R., & Brantley, B. (2025). *Best management practices: Tree risk assessment* (3rd ed.). International Society of Arboriculture. https://wwv.isa-arbor.com/store/product/324/cid/117/

South Coast Air Quality Management District. (n.d.). *AB 617 community air protection program*.

Underground Service Alert of Southern California. (n.d.). *DigAlert*. https://www.digalert.org

University of California Agriculture and Natural Resources. (n.d.-a). *Master gardener program*. https://mg.ucanr.edu

University of California Agriculture and Natural Resources. (n.d.-b). *UC statewide integrated pest management program*. https://ipm.ucanr.edu

University of California Cooperative Extension. (n.d.). *Division of Agriculture and Natural Resources*.

University of California, Davis, & California Department of Water Resources. (n.d.). *Water use classification of landscape species (WUCOLS IV)*. https://wucols-frontend.ucdavis.edu

Urban Forest Ecosystems Institute. (n.d.). *SelecTree: A tree selection guide*. California Polytechnic State University. https://selectree.calpoly.edu

Urban Salvaged and Reclaimed Woods, Inc. (n.d.). *USRW certified wood standards*. https://www.usrwcertified.com

Urban Wood Network. (n.d.). *Urban Wood Network* [Website]. https://urbanwoodnetwork.org

U.S. Department of Agriculture, Farm Service Agency. (2024). *National Agriculture Imagery Program (NAIP) imagery*.

U.S. Department of Agriculture, Forest Service. (2023). *Urban and community forestry program: Inflation Reduction Act notice of funding opportunity*. https://www.fs.usda.gov/sites/default/files/UCF-IRA-NOFO-04122023.pdf

U.S. Department of Agriculture, Forest Service. (n.d.). *Learn about trees*. https://www.fs.usda.gov/learn/trees

U.S. Environmental Protection Agency. (2023). *Heat island effect*. https://www.epa.gov/heatislands

Watson, G. (2014). *Best management practices: Tree planting* (2nd ed.). International Society of Arboriculture. https://wwv.isa-arbor.com/store/product/104/cid/117/

West Coast Arborists, Inc. (n.d.). *ArborAccess* [Computer software].

Wiseman, P. E., & Raupp, M. J. (2016). *Best management practices: Integrated pest management* (2nd ed.). International Society of Arboriculture. https://wwv.isa-arbor.com/store/product/79/cid/117/

Wiseman, P. E., Endahl, J., & Christensen, B. (2025). *Best management practices: Tree inventories* (3rd ed.). International Society of Arboriculture. https://wwv.isa-arbor.com/store/product/137/

Glossary of Arboricultural Terms

Definitions in this glossary are drawn from the Glossary of Arboricultural Terms, 2020 edition, International Society of Arboriculture. Only terms used in this Urban Forest Management Plan are included.

A300. American National Standard for Tree Care Operations.

Abiotic. Nonliving.

Absorbing roots. Fine roots with functional root hairs that are responsible for the uptake of water and minerals.

Acidity. State or quality of being acid (see pH; contrast with alkalinity).

Adaptability. Genetic ability of plants and other living organisms to adjust or acclimate to different environments.

Advanced assessment. Assessment performed to provide detailed information about specific tree parts, defects, targets, or site conditions. Specialized equipment, data collection and analysis, and/or expertise are usually required.

Aeration. Provision of air to the soil to allow root and microbial respiration.

Aesthetic. Pleasing to the senses, visually or otherwise.

ALB. Asian longhorned beetle.

Alkalinity. State or quality of being alkaline (see pH; contrast with acidity).

Anaerobic. Without — or with a restricted supply of — air. Process that occurs in the absence of oxygen.

Anatomy. 1) Study of the structure and composition of plants and other living organisms. 2) Structure and composition of plants and other living organisms (contrast with morphology, physiology, and taxonomy).

ANSI. American National Standards Institute.

Anthracnose. Disease caused by a fungus that induces expanding, spreading necrosis of leaves and succulent shoots, and produces asexual spores in small blister-like fruiting bodies called acervuli.

Aphid. Minute, soft-bodied insect that sucks sap from plants.

Appraisal. 1) Act or process of developing an opinion of value, cost, or some other specified assignment result. 2) A report stating an opinion of appraised value. 3) Particularly outside the United States, an evaluation of nonmonetary landscape or plant characteristics.

Arboriculture. Practice and study of the care of trees and other woody plants in the landscape.

Arborist. Professional who possesses the technical competence, through experience and related training, to provide for or supervise the management of trees and other woody plants in residential, commercial, and public landscapes.

ASCA. American Society of Consulting Arborists.

Auger. Tool that bores holes in wood or other materials while carrying cuttings away from the bored hole (see soil probe).

Augmentation. In Plant Health Care, the release of beneficial organisms to suppress pest populations.

Backfill. 1) Soil or amended soil used to fill the hole when planting a tree. 2) Soil, common fill, aggregates, or contaminants in various combinations put back after an excavation. May not be suitable for tree root growth and function.

Balled and burlapped (B&B). Tree or other plant dug and removed from the ground for transplanting, with the roots and soil wrapped in burlap or a burlap-like fabric (contrast with bare root, container grown, and containerized).

Bare root. 1) Tree or other plant removed from the ground for replanting without soil around the roots (contrast with balled and burlapped, container grown, and containerized). 2) The harvesting or transplanting of a tree or other plant without soil around the roots.

Bark. Protective outer covering of branches and stems that arises from the cork cambium.

Bark beetle. Insect of order Coleoptera that feeds and reproduces in galleries produced in the inner bark and bark–sapwood interface of trees.

Basic assessment (Level 2). Detailed visual inspection of a tree and surrounding site that may include the use of simple tools. It requires that a tree risk assessor inspect completely around the tree trunk, looking at the visible aboveground roots, trunk, branches, and site.

Berm. Wall or mound of soil that directs, diverts, or holds water; screens objectionable views or reduces objectionable noise; or provides additional rooting volume for trees or other plants.

Best management practices (BMP). Best-available, industry-recognized courses of action, in consideration of the benefits and limitations, based on scientific research and current knowledge and standards.

Biodegradable. Capable of being broken down by natural, organic processes and reabsorbed into the environment.

Biodiversity. Biological diversity in an environment as indicated by number of different species of plants and animals.

Biological control. 1) Method of managing plant pests or weeds through the use of natural predators, parasites, or pathogens. 2) Management of vegetation by establishment and conservation of compatible, stable plant communities using plant competition, allelopathy, animals, insects, or pathogens.

Blight. Any disease or disorder, regardless of the causal agent, that rapidly kills flowers, leaves, or young stems that are then typically retained (i.e., not shed) by the plant.

BMP. Best management practices.

Borer. Any of several insects that tunnel into wood, potentially causing severe damage; usually the larvae of certain moths and beetles.

Bracing. Installation of lag-threaded screws or threaded steel rods in limbs, leaders, or trunks to provide supplemental support to weak branch unions.

Branch. Secondary shoot or stem in a woody plant; generally smaller than the parent.

Branch bark ridge. Raised strip of bark at the top of a branch union, where the growth and expansion of the trunk or parent stem and adjoining branch push the bark into a ridge.

Branch collar. Swollen area where a branch joins the trunk or another branch that is created by the overlapping vascular tissues from both the branch and the trunk.

Branch union. Point where a branch originates from the trunk or another branch (see crotch).

Broad-spectrum pesticide. Pesticide that kills a large number of unrelated species.

Bud. Undeveloped flower or shoot containing a meristematic growing point. Small lateral or terminal protuberance on the stem of a plant that may develop into a flower or shoot.

Burlap. Coarsely woven cloth made from fibers of jute, flax, hemp, or synthetic materials. Also referred to as Hessian.

Buttress roots. Roots at the trunk base that help support the tree and equalize mechanical stress.

Cabling. Installation of steel or synthetic cable in a tree to provide supplemental support to weak branches or branch unions.

Caliper. Thickness or diameter of the trunk of a tree taken at a standard height, used in specifying nursery stock.

Callus. Undifferentiated tissue formed by the cambium, usually as the result of wounding (contrast with woundwood).

Canker. Discrete, localized, usually necrotic area on stems, roots, and branches. Often sunken and discolored. Most canker diseases require laboratory isolation and microscopic examination to positively identify.

Canopy. Collective branches and foliage of a tree or group of trees' crowns. Aggregate or collective tree crowns.

Carbon dioxide. Colorless gas, soluble in water, used by green plants to make carbohydrates during photosynthesis; CO_2.

Carbon sequestration. Capturing and storage of carbon. Most often used in reference to the capturing and retention of atmospheric carbon dioxide through biological, chemical, or physical processes.

Caterpillar. Larvae of insects in the order Lepidoptera.

Causal agent. Biotic or abiotic agent that induces a disease or disorder.

Cavity. Open or closed hollow within a tree stem, branch, or root, usually associated with decay.

Cell. Basic structural and functional unit of living organisms.

Certification. Voluntary process by which a nongovernmental body grants time-limited recognition and use of a credential to individuals who have demonstrated that they have met predetermined and standardized criteria for required knowledge, skills, or competencies.

Certified arborist. See *ISA Certified Arborist*®.

Chemical control. 1) Control of pests using conventional, manufactured pesticides. 2) Management of incompatible vegetation through the use of herbicides or growth regulators.

Chewing insect. Insect with mouthparts adapted for feeding by chewing (e.g., beetles, caterpillars).

Chlorosis. Whitish or yellowish leaf discoloration caused by lack of chlorophyll. Often caused by nutrient deficiency.

Circling roots. Roots that grow in a circular pattern when a plant is confined in the same container longer than necessary. If not corrected, root pattern will prevent a tree from establishing well when transplanted and will create future problems, such as blow-over, girdling roots, and strangulation.

Clay. 1) Soil particles with a typical grain size less than 0.004 mm. 2) A soil predominantly composed of such particles (contrast with sand and silt).

Cleaning. See *Crown cleaning*.

Clearance. 1) Amount of open space between a tree or tree part and another object, the ground, or pedestrian or vehicle traffic on the ground. 2) In an electric utility system, or utility arboriculture, the distance between trees and utility lines. 3) The creation or maintenance of these distances by qualified line-clearance personnel.

Client. The person or organization for whom professional services are rendered. Usually, the owner or manager responsible for the trees.

Codominant stems. Forked branches or stems of nearly the same diameter, arising from a common union and lacking a branch collar; may have included bark.

Compaction. See *Soil compaction*.

Compost. 1) n. Organic matter that has been intentionally subjected to decay processes and is more or less decomposed. 2) v. To subject organic matter to decay and decomposition processes.

Conifer. Cone-bearing tree or other plant that has its seeds in a structure called a cone.

Conk. Bracket- or shelf-shaped fruiting body of a decay fungus found on living or dead trees or coarse woody debris. Often associated with wood or bark decay.

Consequences. Effects or outcome of an event. In tree risk assessment, consequences include personal injury, property damage, or disruption of activities due to the event.

Conservation. Planned management of natural resources to maintain value and contributions; prevent exploitation, destruction, or neglect; and minimize negative impact from human activity.

Container grown. Tree or other plant that has been grown and marketed in a container (contrast with balled and burlapped, bare root, and containerized).

Containerized. Field-grown plant placed into a container for a time and then sold as a potted plant. Term does not include a plant initially grown in a container (contrast with balled and burlapped, bare root, and container grown).

Continuing education. Ongoing education, particularly for professionals required to attend or complete additional instruction or training to maintain certification, licensing, membership, or registration.

Cracks. Separation in wood fibers; narrow breaks or fissures in stems or branches. If severe, may result in tree or branch failure.

Credential. Professional certification, qualification, or certificate documenting that an individual has attained a generally accepted level of knowledge in a specific subject area or profession, such as tree work.

Critical root zone (CRZ). Area of soil around a tree where the minimum amount of roots considered critical to the structural stability or health of the tree are located. CRZ determination is sometimes

based on the drip line or a multiple of DBH, but because root growth can be asymmetric due to site conditions, onsite investigation may be required.

Crotch. 1) n. Branch unions; the angle formed by two branches in the tree. 2) v. To place a line through a branch union.

Crown. Upper part of a tree, consisting of the branches and foliage; its length is measured from the lowest branch to the top of the tree.

Crown cleaning. In pruning, the selective removal of dead, dying, diseased, and broken branches from the tree crown.

Crown raising. In pruning, the selective removal of lower branches from a tree crown to provide clearance (see raising).

Crown reduction. Pruning to reduce the height and/or spread of a tree crown.

Crown restoration. Pruning to restore the natural growth habit of a tree that has been topped or damaged.

Crown thinning. In pruning, the selective removal of live branches to reduce crown density.

Cultivar. Cultivated variety of a species that cannot be reproduced without human assistance. Usually propagated asexually (cloned) (contrast with variety).

Cultural control. Method of controlling plant pests by providing a growing environment favorable to the host plant and/or unfavorable to the pest (see Plant Health Care and integrated pest management).

Cycle. See *Pruning cycle*.

Decay. 1) n. The process of decomposition. 2) v. The process of degradation by microorganisms.

Deciduous. Tree or other plant that sheds all of its foliage annually (contrast with evergreen).

Decline. 1) Gradually diminishing health or condition of a tree. 2) A pattern of decline conditions in a particular species not necessarily associated with a single cause.

Decomposition. Breakdown or separation of a substance into simpler substances.

DED. Dutch elm disease.

Defect. Imperfection, weakness, or lack of something necessary. In trees, defects are injuries, growth patterns, decay, or other conditions that reduce the load-bearing capacity.

Deficiency. Pertaining to plant nutrition, lack or insufficient quantity of a required element.

Diagnosis. 1) Process of identifying a causal agent by analyzing signs, symptoms, site conditions, patterns, climate, cultural history, and other factors. 2) The conclusion reached from the process.

Diameter. Length of a straight line through the center of a circle and extending to the perimeter at both ends.

Diameter at standard height (DSH). Tree diameter measured at 4.5 ft (1.4 m) above the soil line in the United States and some other countries; at 1.3 m in the United Kingdom (in forestry applications), Canada, and other countries; and 1.5 m in UK arboriculture.

Directional pruning. Selective removal of branches to guide and/or discourage growth in a particular direction.

Disease. Result of interaction over time of a pathogen or abiotic agent with a susceptible host in a conducive environment to interfere with one or more physiological functions or structures.

Disorder. Abnormal condition that impairs the performance of one or more vital functions. Often associated with noninfectious agents or abiotic factors.

Distribution lines. In an electric utility system, electric supply lines in a distribution network that carry power from substations to end users. Voltages are generally between 12,400 and 34,500 volts in distribution feeders, between 2,400 and 34,500 volts in primary lines, and between 110 and 750 volts in secondary and service lines (contrast with transmission lines).

Dormancy. Period of reduced physiological activity in a plant, with the potential for reactivation of growth.

Dormant. In a period of dormancy.

Dormant bud. Bud originally developed in a leaf axil and connected to the pith by a bud trace that has not been stimulated to mature and grow. Some buds remain dormant throughout the life of a woody plant.

Drip line. Imaginary line defined by the branch spread of a single plant or group of plants, projected onto the ground.

Drought. Period of unusually low precipitation.

EAB. Emerald ash borer.

Easement. Legal, nonpossessory interest in real property that conveys use or partial use, but not ownership, of all, or more typically a portion, of an owner's property.

Ecosystem. Complex system of living organisms and their environment.

Ecosystem services. Benefits people obtain from ecosystems such as trees providing shade, carbon sequestration, and improved air and water quality.

Electric utility. 1) Corporation, person, agency, authority, or other legal entity aligned with distribution facilities for delivering electricity to consumers. 2) The system of facilities maintained by an electric utility to carry out its operation.

Emergency response. Predetermined set of procedures by which emergency situations are assessed and handled.

EPA. US Environmental Protection Agency.

Erosion. Wearing away of the land by the movement of water, wind, or ice.

Establish. To grow, or cause a plant to grow, successfully in a new place. In forestry, may refer to initial planting and care; in landscaping, may refer to care after planting until the plant is growing successfully.

Evapotranspiration (ET). Loss of water by evaporation from the soil surface and transpiration by plants.

Evergreen. Tree or other plant that does not shed all of its foliage annually, but rather progressively over a period of years (contrast with deciduous).

Exotic species. Species of plant or other organism not native or indigenous to a region. May or may not be invasive (contrast with introduced species, native species, and naturalized species).

Failure (of tree or tree part). Breakage of stem, branch, or roots, or loss of mechanical support in the root system.

Family. Taxonomic group under the order level and above the genus level.

Fertilization. Application of essential elements to a plant, usually through the soil.

Fertilizer. Material containing one or more of the elements essential for plant growth, development, and reproduction.

Flower. Organ of sexual reproduction in angiosperms.

Flush cut. Pruning cut made through and/or removing the branch collar, causing unnecessary injury to the trunk or parent stem.

Foliage. Leaves of a plant.

Frond. Large, divided leaf structure found in palms and ferns.

Fruit. Structure formed from the ovule of a flower; contains the seeds.

Functional value. Value of the environmental, aesthetic, or architectural functions of a plant.

Gall. Abnormal plant structure that develops in the cells, tissues, or organs of a plant only when it is colonized by certain parasitic organisms such as bacteria, fungi, nematodes, mites, or insects.

Genus (pl. genera). Taxonomic group, composed of species having similar fundamental traits. Botanical classification under the family level and above the species level.

Geographic information system (GIS). Computer application using longitude and latitude coordinates to place objects or specified locations on maps for reference to and/or analysis of other data describing the objects or locations. GIS combines spatial and descriptive data in different layers.

Girdling. Restriction, compression, or destruction of the vascular system within a root, stem, or branch that inhibits movement of sap in the phloem.

Girdling root. Root that encircles all or part of the tree trunk or the tree's other roots, constricting the vascular tissue and inhibiting secondary growth and the movement of water and photosynthates.

Global positioning system (GPS). Satellite-based application used for navigation and to gather field data, including locations of structures, vehicles, people, and geographic features.

Grade. 1) n. Surface level of the ground. 2) n. The slope, or percentage of change, in the surface level of the ground. 3) v. To change or groom the surface level or contours of the ground. 4) n. and v. Quality determination for nursery stock, timber, or other crops.

Grade change. Topographic alteration to the surface of the ground.

Grading. 1) Phase of construction, landscaping, or site development that provides a site with intended grades (contours, elevations, and slopes). 2) Act or process of applying quality determinations for nursery stock, timber, or other crops.

Green infrastructure. Living plants and natural materials within developed areas. Can be incorporated with gray infrastructure (utilities, paved surfaces, and buildings) to perform important ecological functions, such as stormwater management, erosion control, and temperature buffering.

Groundwater. Water naturally stored underground in aquifers or that flows through and saturates soil and rock, supplying springs and wells (contrast with surface water).

Guying. Installation of a steel cable or synthetic-rope cabling system and an external anchor to provide supplemental support.

Habit. Characteristic form or manner of growth.

Habitat. Environment suitable for sustaining a population of a given organism.

Hanger. Broken or cut branch that is hanging in a tree.

Hardiness. Genetically determined ability of a plant to survive winter growing conditions; often referring specifically to low temperatures.

Hardscape. Constructed elements of a landscape, such as walls, pathways, and seats made of wood, stone, and/or other materials.

Hardwood. 1) Wood of an angiosperm tree, as distinguished from that of a conifer. 2) Referring to an angiosperm, or broadleaf, tree.

Hazard. 1) Situation or condition that is likely to lead to a loss, personal injury, property damage, or disruption of activities; a likely source of harm. 2) In trees, a tree or tree part identified as a likely source of harm. 3) In tree care or forestry operations, the presence of a condition or situation that may cause harm or injury to workers or others.

Hazard tree (hazardous tree). Tree identified as a likely source of harm.

Hazardous tree. See *Hazard tree (hazardous tree)*.

Heading cut. Pruning cut that removes a branch or stem between nodes (leaving a stub), to a bud, or to a live branch that is less than one-third the diameter of the stem being removed.

Heat island. An urban area that is warmer than its surrounding rural areas due to urban activities and greater heat retention by urban structures and development.

Herbicide. A pesticide used to kill, slow, or suppress plant growth by interfering with botanical pathways.

Honeydew. Sugary substance excreted by certain insects, including aphids and some scales, when feeding on plants.

Host. Living organism from which a parasite obtains nutrition.

Impact. v. To strike a target or cause a disruption that affects activities.

Impervious. Surface that does not allow for infiltration and/or penetration of liquids.

Incident. Unplanned, undesirable event that could result in unintentional injuries or property damage.

Infectious. Capable of being spread from plants to result in infection of other plants or organisms.

Infestation. Presence of a pest population on a host plant or group of plants.

Infiltration. 1) Downward entry of water into the soil (contrast with percolation). 2) Entry of fine particles into drainage or aeration systems. 3) Downward entry of materials from one soil or fill layer to another.

Inflorescence. Cluster of flowers.

Inorganic. Compound or substance not containing carbon. Not containing organic material (contrast with organic).

Inspection. Organized and systematic examination.

Insulated. Resistant to the flow of electricity for the voltage which it is rated.

Integrated pest management (IPM). Systematic method of managing pests that uses cultural, biological, physical, and chemical methods to manage pests to acceptable levels.

International Society of Arboriculture (ISA). International Society of Arboriculture. In the source glossary the acronym appears in the list of acronyms and abbreviations.

Introduction. In Plant Health Care (PHC), the intentional release or planting of a non-native species within a landscape.

Invasive species. An alien species whose introduction causes or is likely to cause economic or environmental harm or harm to human health.

ISA Certified Arborist®. Arborist who has passed an independent exam administered by the International Society of Arboriculture and who maintains the credential through continuing education.

i-Tree. Suite of software products and management tools that allows the user to inventory the urban forest and analyze its costs, benefits, and management needs.

Land-use history. Actions, events, or changes that have taken place on a site.

Lateral. Secondary or subordinate branch or root.

Leader. Primary terminal shoot or trunk of a tree. Large, usually upright stem. A stem that dominates a portion of the crown by suppressing lateral branches.

Leaf. Primary photosynthetic organ of a plant that is connected to a stem by a petiole.

Leafminer. Type of insect with a larval stage that feeds between leaf surfaces.

Liability. Something for which one is responsible. Legal responsibility.

LiDAR. Remote-sensing method that uses laser technology to measure tree size and location in relation to the target of concern, with results depicted in a computer image.

Likelihood. Chance of an event occurring. In the context of tree failures, the term may be used to specify 1) the chance of a tree failure occurring, 2) the chance of impacting a specified target, or 3) the combination of the likelihood of a tree failing and the likelihood of impacting a specified target.

Likelihood of failure. Chance of a tree or tree part failure occurring within the specified time frame.

Likelihood of failure and impact. Chance of a tree or tree part failure occurring and impacting a target within the specified time frame.

Limb. Large, primary branch of a tree.

Limited visual assessment (Level 1). Visual assessment from a specified perspective such as foot, vehicle, or aerial (airborne) patrol of an individual tree or a population of trees near specified targets to identify specified conditions or obvious defects of concern.

Line clearance. Pruning, trimming, repairing, maintaining, removing, treating, or clearing of trees or the cutting of brush (vegetation management) that is within the minimum approach distance of electric supply lines and equipment; work performed by qualified line-clearance arborists for the construction or maintenance of electric supply lines and/or the electric utility right-of-way corridor.

Lion tailing (lion's tailing). Poor pruning practice in which an excessive number of branches are removed from the inside and lower part of specific limbs or a tree crown, leaving mostly terminal

foliage. Results in poor branch taper, poor wind load distribution, and a higher risk of branch failure.

Matrix. Tool for categorizing the combined likelihood of a tree or tree part failure impacting a target.

Mature height. Maximum height that a plant is likely to reach under favorable growing conditions.

Mealybug. Small, sap-sucking, scale-like insect coated with a white powdery wax.

Mechanical stress. Measure of the internal forces acting within a deformable body; force per unit area.

Mineral. Naturally occurring, inorganic solid that has a definite chemical composition and possesses characteristic physical properties. Certain minerals are considered essential elements for tree growth and development.

Mitigation. The act of making a condition or consequence less severe. In tree risk management, the process for reducing risk.

Monitoring. Keeping a close watch. Performing regular checks or inspections.

Monoculture. Cultivation or planting of a single species on agricultural land, in a forest setting, or within an urban landscape.

Mulch. Material that is spread on the soil surface to reduce weed growth, retain soil moisture, moderate temperature extremes, reduce compaction from pedestrian or vehicle traffic, and/or to improve aesthetic appearance of the landscape. Mulch can be composed of chipped, ground, or shredded organic material such as bark, wood, or recycled paper.

Mushroom. Fleshy, spore-bearing, often stemmed, fruiting body of fungi in the Basidiomycota subdivision.

Native species. Plants endemic (indigenous) to a region within the modern era. Naturally occurring and not introduced by humans (contrast with exotic species and introduced species).

Natural enemy. Predator, parasite, or pathogen that targets an organism.

Needle. Slender leaf of a conifer.

Negligence. Failure to use reasonable care, resulting in damage or injury to another.

Node. Point on a stem from which leaves, branches, and aerial roots are attached (contrast with internode).

Nursery stock. Plant obtained from or grown in a nursery and intended to be planted out in the landscape.

Nursery stock, containerized. See *Containerized*.

Nutrient. Substance that provides nourishment essential for the growth and maintenance of life; in plants, often used synonymously with essential element.

Nutrient deficiency. Condition in which the supply or availability of an essential element causes cessation of critical plant processes, resulting in visible, physical symptoms such as chlorotic leaves or necrotic margins, and which, if left untreated, will reduce tree health and may eventually lead to premature death.

Occupancy rate. Amount of time targets are within a target zone.

Occupational Safety and Health Act (OSHA). In the United States, the legislative act dealing with health and safety in the workplace.

Open-grown. Tree that has grown with exposure to wind and other elements from all directions.

Organic. 1) Containing carbon. 2) Of animal or vegetable origin, especially when referring to a fertilizer or pesticide (contrast with inorganic).

Organic matter. Material derived from the growth (and death) of living organisms. The organic components of soil (see compost and mulch).

Palm. Monocotyledonous plant, usually with an unbranched trunk; its leaves (fronds) are arranged around the terminal bud, and the vascular bundles are scattered.

Parasite. Organism living in or on another living organism (host) from which it derives nourishment to the detriment of the host (see parasitoid).

Parasitoid. Organism living in or on another living organism during its immature stage, killing, sterilizing, and/or consuming the host.

Parent branch. Larger branch or stem from which a smaller, lateral branch arises.

Pathogen. Causal agent of disease. Usually refers to microorganisms.

Permeable. Allowing liquids or gases to pass through, as with a membrane or material.

Permit. Written order granting permission to conduct a specified task or action.

Pervious. Penetrable, allowing passage through; often used to describe surfaces.

Pest. Organism (including, but not limited to, weeds, insects, bacteria, or fungi) that is damaging, noxious, or a nuisance.

Pesticide. Any chemical used to control or kill unwanted organisms such as weeds, insects, or fungi.

pH. Unit of measure that describes the alkalinity or acidity of a solution. Negative log of the hydrogen ion concentration. Measured on a scale from 0 to 14. Greater than 7 is alkaline, less than 7 is acid, and 7 is neutral (pure water) (see acidity and alkalinity).

Phenology. Relationship between the climate and biological events, such as flowering or leafing out in plants.

Plant Health Care (PHC). Comprehensive program to manage the health, structure, and appearance of plants in the landscape.

Planting. Installing a plant in the landscape.

Planting site. Location chosen to plant a tree, including its surroundings.

Planting specifications. Detailed plans and statements of particular procedures, requirements, tools, materials, and standards for planting.

Pole. 1) In utility systems, vertical structures (often made of wood) used to support utility lines above the ground. 2) A long tool handle used to work at a distance.

Pollarding. Semiformal pruning system that maintains crown size by initial heading of branches on young trees or young portions of older trees, followed by removal of sprouts to their point of origin at appropriate intervals, without disturbing the resulting pollard heads.

Pore space. Air- or water-filled spaces between soil particles.

Porous. Having spaces or holes through which liquid or air may pass.

Powdery mildew. Disease caused by fungi of the order Erysiphales that produce mycelium and conidia on leaves to form a white, powdery or fuzzy-appearing coating on the leaf surfaces.

Precipitation. Any form of water that falls to the earth's surface such as rain, snow, or sleet.

Prevention. Proactive process intended to guard against an adverse impact by avoiding or reducing the risk of its occurrence.

Primary line. In an electric utility system, a high-voltage distribution electric supply line, usually 2,400 to 34,500 volts, that carries electricity from distribution substations to distribution transformers.

Probability. Measure of the chance of occurrence expressed as a number between 0 and 1, where 0 is impossibility and 1 is absolute certainty. Often expressed as a percentage (0 to 100%).

Protection zone. See *Tree protection zone (TPZ)*.

Pruning. Removing branches (or occasionally roots) from a tree or other plant, using approved practices, to achieve a specified objective.

Pruning cycle. Time schedule for pruning events. In utility arboriculture, it is the time between prunings that is established to provide reasonable clearance between trees and conductors.

Qualification. Education or training program consisting of a learning event designed to train participants to achieve specified learning outcomes, including an assessment of achievement of those outcomes; assessment-based certificate program.

Qualified arborist. Individual who, by possession of a recognized degree, certification, or professional standing, or through related training and on-the-job experience, is familiar with the equipment and hazards involved in arboricultural operations and who has demonstrated ability in the performance of the special techniques involved.

Raising. Selective pruning of lower branches to provide vertical clearance (see crown raising).

Reaction wood. Wood formed in leaning or crooked stems or on lower or upper sides of branches as a means of counteracting the effects of gravity.

Recommendations. One or many alternatives that are promoted to achieve a desired outcome, based on professional judgment.

Reduction. Pruning to decrease height and/or spread of a branch or crown.

Resistance. 1) In plants, the tendency to withstand certain pests, disease, or fungal problems; pest resistance. 2) In insects, the ability to withstand certain insecticides. 3) In other pests, the ability to withstand certain pesticides.

Restoration. 1) Pruning to improve the structure, form, and appearance of trees that have been vandalized, damaged, or improperly trimmed. 2) Management and planting to restore altered or damaged ecosystems or landscapes. 3) Replacement or reproduction of damaged or destroyed plants.

Risk. The combination of the likelihood of an event and the severity of the potential consequences. In the context of trees, risk is the likelihood of a conflict or tree failure occurring and affecting a target, and the severity of the associated consequences.

Risk assessment. The process of risk identification, analysis, and evaluation.

Risk management. Application of policies, procedures, and practices to identify, evaluate, mitigate, monitor, and communicate risk.

Risk rating. The level of risk combining the likelihood of a tree failing and impacting a specified target, and severity of the associated consequences.

Root. Plant organ, usually underground, that serves as anchorage and also absorbs and conducts water and minerals.

Root ball. Soil containing all or a portion of the roots that are moved with a plant when it is planted or transplanted.

Root barrier. Membranes or sheets installed vertically in the soil to limit or direct the growth of tree roots.

Root bound. Condition in which plant roots are overcrowded in a container or site and root growth is restricted.

Root collar. Flared area at the tree trunk base where the roots and trunk come together (see root crown and trunk flare).

Root crown. Area where the main roots join the plant stem, usually at or near ground level. Root collar.

Root flare. See *Trunk flare*.

Root initiation zone. Region at the base of a palm stem where lateral roots emerge.

Root plate. Combination of large structural and smaller roots and soil near the base of a tree's trunk, largely responsible for holding the tree erect.

Root pruning. Severing roots selectively. 1) In transplanting, the process of cutting roots to increase the density of root development within the root ball. 2) In tree conservation and preservation, the process of cutting roots to prevent tearing and splintering of remaining roots. 3) In tree disease management, severing tree roots to prevent disease transmission through root grafts.

Root rot. Decay located in the roots; root decay is usually developed from the bottom up, and crown symptoms may or may not be visible.

Root zone. 1) Horizon or layer within the soil profile where roots exist. 2) Volume of soil containing tree roots. 3) Horizontal spread of tree roots from the trunk. Typically the root zone of a tree extends well beyond the drip line.

Rust. Disease caused by fungi of the order Pucciniales and characterized by fruiting bodies that produce often bright yellow to orange or reddish-brown spores on foliage, stems, or fruits, and may induce formation of stem galls.

Safety. Process of preventing injury, damage, or loss.

Sanitation. Cultural practice of removing dead, infested, or diseased plant parts to reduce the spread of insects or disease.

Sapling. A young tree about 1 to 3 years old, typically larger than a seedling.

Scale. One of a group of insects that attach themselves to plant parts. Most scale insects are parasites of plants, feeding on sap drawn directly from the plant's vascular system.

Scorch. Browning and shriveling of foliage, especially at the leaf margin (contrast with sunscald).

Secondary line. In an electric utility system, a lower-voltage (generally 110 to 750 volts) electric supply line that carries electricity from distribution transformers to service lines.

Senescence. Process of aging. Process preceding leaf drop in deciduous plants.

Shearing. Cutting leaves, shoots, and branches to a desired plane, shape, or form, using tools designed for that purpose, as with topiary (hedge).

Shoot. New stem or branch growth on a plant.

Shrub. Woody plant, generally smaller than a tree, typically with multiple stems branching from or near the ground.

Sign. Physical evidence of a causal agent (e.g., insect eggs, borer hole, frass, mycelium, fruiting body) (contrast with symptom).

SOD. Sudden oak death.

Soil. Layers of sand, clay, silt, and organic material on the surface of the earth that support plants.

Soil amendment. Material added to soil to improve its physical, chemical, and/or biological properties.

Soil compaction. Compression of the soil, often as a result of vehicle or heavy-equipment traffic, that breaks down soil aggregates and reduces soil volume and total pore space, especially macropore space.

Soil organic matter (SOM). Amount of organic material in soil, measured as a percentage by dry weight.

Soil particle. Smallest grains of soil categorized by size into clay, silt, or sand.

Soil probe. Any one of a number of instruments used to take soil cores or samples. Usually some variation of a metal tube with a sharpened or serrated point and a T-shaped handle.

Soil structure. Arrangement of soil particles into aggregates.

Sooty mold. Fungus that appears as a black coating on the surface of leaves, branches, fruits, and other surfaces resulting from deposits of sugary excrement from aphids and scale insects.

sp.. Species (singular).

Species. Taxonomic group of organisms composed of individuals of the same genus that can reproduce among themselves and have similar offspring.

Species diversity. Measure of the number and variety of different species found in a given area.

Specifications. Detailed plans, requirements, and statements of particular procedures and/or standards used to define and guide work.

Spot. Discrete, localized, and usually small necrotic area of a leaf or needle, stem, flower, or fruit.

spp.. Species (plural).

Sprout. See *Shoot*.

Stakeholder. 1) Person or group that has an interest in, or is affected by, an activity or decision. 2) Person that either creates policy, is affected by those policies, or perceives to be affected by those policies.

Staking. Supporting a tree with stakes and ties. Usually used in reference to newly planted trees.

Stem. Woody structure bearing foliage and buds that gives rise to other stems (branches).

Stippling. Speckled or dotted areas in which chlorophyll is absent on foliage.

Stock. See *Nursery stock*.

Stormwater runoff. Water originating from precipitation (rain or melting snow and ice) that flows above ground rather than infiltrating into the soil. May occur if soils are frozen or saturated or if the rate at which precipitation falls is greater than the infiltration rate of a soil.

Stress. 1) In Plant Health Care, a factor that negatively affects the health of a plant; a factor that stimulates a response. 2) In mechanics, a force per unit area.

Structural defect. Feature, condition, or deformity of a tree that indicates a weak structure or instability that could contribute to tree failure.

Structural pruning. Pruning to influence the orientation, spacing, growth rate, strength of attachment, and ultimate size of branches and stems.

Structural soil. Pavement substrate that can be compacted to meet engineering specifications yet remain penetrable by tree roots in the urban environment.

Stub. Portion of a branch or stem remaining after a stub cut, branch breakage, or branch death.

Stump. Base part of a tree that remains standing after the tree has been felled.

Stump grinder. Specialized power equipment used to remove tree stumps by grinding away the solid wood. May be towed or self-propelled.

Sucker. Vigorous, upright epicormic shoot that arises from latent buds below soil level or the graft union (contrast with watersprout).

Sunburn. Injury to bark and cambium caused by a combination of radiant energy from light and insufficient soil moisture.

Sunscald. Injury to bark tissues on the trunk and branches caused by rapid changes in temperature, especially on warm days and cool nights in winter (contrast with scorch).

Susceptibility. Potential for infection and/or injury from exposure to a biotic or an abiotic factor.

Suspended pavement. Paving option that transfers the load to the subsoil rather than to the top of the soil surface.

Sustainability. Ability to maintain ecological, social, and economic benefits over time.

Symptom. Plant reaction to a disease or disorder (e.g., spot, wilt, dieback) (contrast with sign).

Taper. Change in diameter over the length of trunks, branches, and roots.

Target. 1) People, property, or activities that could be injured, damaged, or disrupted by a tree failure. 2) Intended application site or pest.

TCIA. Tree Care Industry Association.

Temperate. Region lying between the tropics and permafrost zones where temperature ranges and conditions permit plant growth.

Terminal bud. Bud at the tip of a twig or shoot. Apical bud (contrast with lateral bud).

Thinning. Selective removal of live branches to reduce density of branches and foliage.

Tipping. Similar to topping except heading cuts are made through smaller (pencil-sized) branches in the outer periphery of the crown.

Tissue. Group of cells with similar structure that have a special function.

Topping. Reduction of tree size by cutting live branches and leaders to stubs, without regard to long-term tree health or structural integrity.

Topping cut. Hinge cut used when removing the top from a tree in the tree removal process.

Transmission lines. In an electric utility system, wires used to transmit electricity from generating stations to the distribution network or between distribution substations, often carrying in excess of 69,000 volts (contrast with distribution lines).

Transpiration. Water vapor loss, primarily through the stomata of leaves.

Transplant shock. Plant stress following transplant; characterized by reduced growth, wilting, dropping foliage, or death.

Transplanting. Process of moving a plant to a new location.

Tree. Woody perennial usually having one dominant trunk and a mature height greater than 16 ft (5 m).

Tree failure. Uprooting or mechanical breakage of a tree, its parts, and/or surrounding soil.

Tree inventory. Record of trees within a designated area that provides specified identification and condition information to be used for management decisions and actions.

Tree ordinance. Tree-specific law that defines a public agency's authority, describes required conditions or actions, establishes penalties for nonconformance, and identifies who is responsible for enforcement and oversight.

Tree population. A defined set, group, or collection of trees.

Tree preservation. Process of protecting trees from damage related to construction activity.

Tree protection zone (TPZ). Defined area within which certain activities are prohibited or restricted to prevent or minimize potential injury to designated trees, especially during construction or development.

Tree risk assessment. A systematic process to identify, analyze, and evaluate tree risk.

Tree Risk Assessment Qualification (TRAQ). ISA Tree Risk Assessment Qualification. In the source glossary the acronym appears in the list of acronyms and abbreviations.

Tree support system. Mechanical system used to limit movement or provide supplemental support to leaders, branches, or entire trees.

Tree well. Wall constructed around a tree to maintain the original grade between the trunk and the wall, with a raised grade beyond the wall. Used to maintain adequate oxygen levels in the root zone and to protect the trunk from burial.

Trenching. Linear or curvilinear open excavation, often used to install utilities or structural footings. Can cause tree root damage.

Tropical. Relating to, situated in, or characteristic of the tropics (the region on either side of the equator).

Trunk. Main or central stem of a tree (see bole and stem).

Trunk flare. Transition zone from trunk to roots where the trunk expands into the buttress or structural roots. Root flare.

Twig. Small, woody branch, stem, or shoot.

Unacceptable risk. Degree of risk that exceeds the tolerance of the owner, manager, or controlling authority.

Undercut. Cut on the underside of a branch or stem being removed to prevent unwanted tearing as the part being removed falls.

Urban forest. The sum of all woody and associated vegetation in and around dense human settlements, from small communities to metropolitan regions, including street, residential, and park trees, greenbelt vegetation, trees on unused public and private land, trees in transportation and utility corridors, and forests on watershed lands.

Urban forest management plan. Document that describes how urban forestry goals are to be accomplished within a defined time frame; includes tasks, priorities, best management practices, standards, specifications, budgets, and staffing analyses.

Urban forester. Individual trained in or practicing urban forestry.

Urban forestry. Management of naturally occurring and planted trees and associated plants in the built environment.

USDA. United States Department of Agriculture.

var.. Variety.

Vigor. Capacity to grow and resist stress. Sometimes limited in reference to genetic capacity.

Virus. Ultramicroscopic, nonliving infectious agent (consisting of nucleic acid and protein) that can replicate only in living cells of other organisms. Numerous viruses cause diverse symptoms of different tree parts.

Vitality. Overall health. Ability of a plant to deal effectively with stress.

Voltage. Difference in electrical potential between any two conductors or between a conductor and ground.

Water sprout. See *Watersprout*.

Watersprout. Upright, epicormic shoot arising from the trunk or branches of a plant above the root graft or soil line. Incorrectly called a sucker (contrast with sucker).

Wildlife. Animals living in a natural, undomesticated state.

Wildlife habitat. An environment suitable for sustaining one or more species of animals.

Wilt. 1) n. Loss of turgor and subsequent drooping of leaves and young stems; a symptom. 2) n. Infectious disease caused by a particular agent on a particular host or range of hosts. 3) v. To lose turgor.

Wind exposure. Exposure to the forces of wind.

Windshield assessment. See *Limited visual assessment (Level 1)*.

Wire basket. Type of metal basket used to support the root ball of a balled-and-burlapped tree or a tree dug with a tree spade.

Wood. Hard, fibrous inner part of tree trunks, branches, and stems. The secondary xylem of seed plants.

Wood decay. The process of wood degradation by microorganisms.

Woody plant. Plant whose stem (and branches) have a wood-like consistency (e.g., trees, shrubs, and vines as well as palms, bamboos, and other woody monocots).

Work order. Written document detailing the work to be completed and authorizing performance of contracted work.

Wound wood. See *Woundwood*.

Woundwood. Lignified, differentiated tissues produced on woody plants as a response to wounding (contrast with callus).

Written report. Document with text, images, and/or references, delivered in print or electronic form, to communicate assessment results or other information.



APPENDIX B – BEST MANAGEMENT PRACTICES

American National Standards Institute (ANSI)

This appendix lists the industry standards, best management practices, and professional manuals that guide the practices outlined in this Plan. Full references for these publications are provided in Appendix A.

ANSI A300 tree care standards: Consolidated standard. American National Standards Institute (2023)

https://www.isa-arbor.com/store/product/4645/cid/117/

ANSI Z133-2026: Safety and health requirements for arboricultural operations. American National Standards Institute (2026)

https://www.isa-arbor.com/store/product/122/cid/117/

ANSI A300 Clause Map

Clause 1–4. Scope, purpose, application, and general information.

Clause 5. Pruning.

Clause 6. Soil management.

Clause 7. Supplemental support systems.

Clause 8. Lightning protection system.

Clause 9. Management during site development and construction.

Clause 10. Planting and transplanting.

Clause 11. Integrated vegetation management (IVM).

Clause 12. Root management.

Clause 13. Tree risk assessment.

Clause 14. Integrated pest management (IPM).

Clause 15. Industry definitions.

(ISA) Best Management Practices

***Best management practices: Integrated pest management* (2nd ed.)**. Wiseman & Raupp (2016)

Applies to: Pest and disease management under the City IPM program.
https://www.isa-arbor.com/store/product/79/cid/117/

***Best management practices: Integrated vegetation management* (3rd ed.)**. Miller (2021)

Applies to: Utility corridor and right-of-way vegetation.
https://www.isa-arbor.com/store/product/101/cid/117/

***Best management practices: Managing trees during construction* (3rd ed.)**. Matheny et al. (2023)

Applies to: Tree protection during development and construction.
https://www.isa-arbor.com/store/product/139/cid/117/

***Best management practices: Pruning* (3rd ed.)**. Lilly et al. (2019)

Applies to: All routine and structural pruning; the grid pruning program.

https://www.isa-arbor.com/store/product/58/cid/117/

***Best management practices: Root management* (2nd ed.)**. Costello et al. (2023)

Applies to: Root pruning, root barriers, and hardscape conflicts.
https://www.isa-arbor.com/store/product/4291/cid/117/

***Best management practices: Soil management for urban trees* (2nd ed.)**. Scharenbroch & Smiley (2021)

Applies to: Soil testing, amendment, and mulching.
https://www.isa-arbor.com/store/product/863/cid/117/

***Best management practices: Tree and shrub fertilization* (4th ed.)**. Smiley et al. (2020)

Applies to: Fertilization following confirmed nutrient deficiency.
https://www.isa-arbor.com/store/product/138/cid/117/

***Best management practices: Tree injection* (2nd ed.)**. Bernick & Smiley (2022)

Applies to: Systemic treatment of pests and diseases.
https://www.isa-arbor.com/store/product/4483/cid/117/

***Best management practices: Tree inventories* (3rd ed.)**. Wiseman et al. (2025)

Applies to: Inventory design, data fields, and maintenance of the inventory.
https://www.isa-arbor.com/store/product/137/

***Best management practices: Tree lightning protection systems* (3rd ed.)**. Smiley et al. (2015)

Applies to: Protection of specimen and heritage trees.
https://www.isa-arbor.com/store/product/136/cid/117/

***Best management practices: Tree planting* (2nd ed.)**. Watson (2014)

Applies to: Nursery stock selection, installation, and establishment care.
https://www.isa-arbor.com/store/product/104/cid/117/

***Best management practices: Tree risk assessment* (3rd ed.)**. Smiley et al. (2025)

Applies to: The TRAQ-based risk assessment program.
https://www.isa-arbor.com/store/product/324/cid/117/

***Best management practices: Tree support systems—Cabling, bracing, guying, and propping* (3rd ed.)**. Smiley & Lilly (2014)

Applies to: Supplemental support and staking of young trees.
https://www.isa-arbor.com/store/product/135/cid/117/

Best management practices: Utility tree risk assessment. Goodfellow (2020)

Applies to: Coordination with Southern California Edison and utility providers.
https://www.isa-arbor.com/store/product/4430/

Professional Manuals and Supporting Guidance

Tree care for wildlife best management practices. Bassett et al. (2022)

Applies to: Wildlife protection categories applied during tree maintenance; the source of Table 4.8.
https://treecareforbirds.com

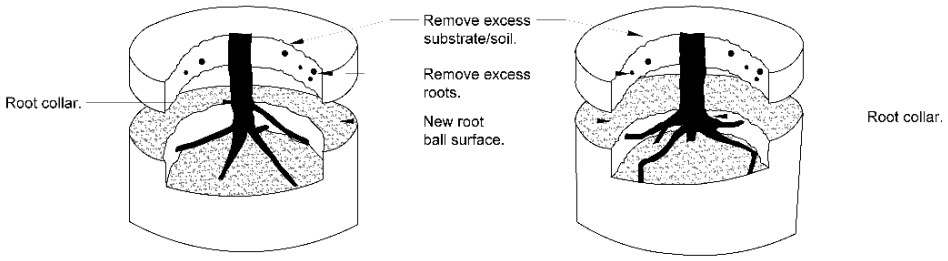
***Guide for plant appraisal* (10th ed.)**. Council of Tree and Landscape Appraisers (n.d.)

Applies to: Replacement value and the appraisal basis for ordinance penalties.



APPENDIX C – CITY PLANTING DETAILS AND SPECIFICATIONS

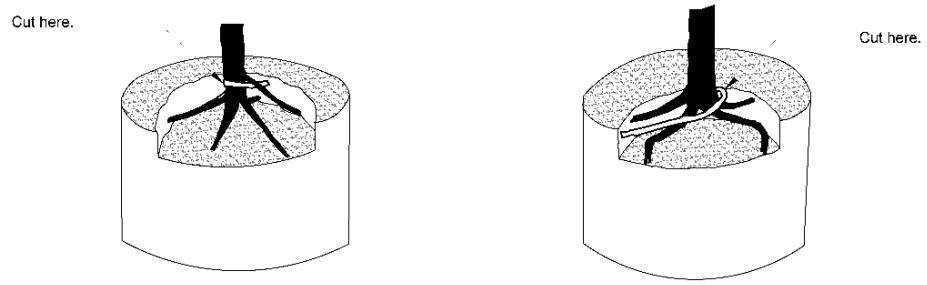
Step 1 - Remove substrate over root collar.



Tree planted too deeply in root ball. Remove excess substrate and roots to meet root inspection detail.

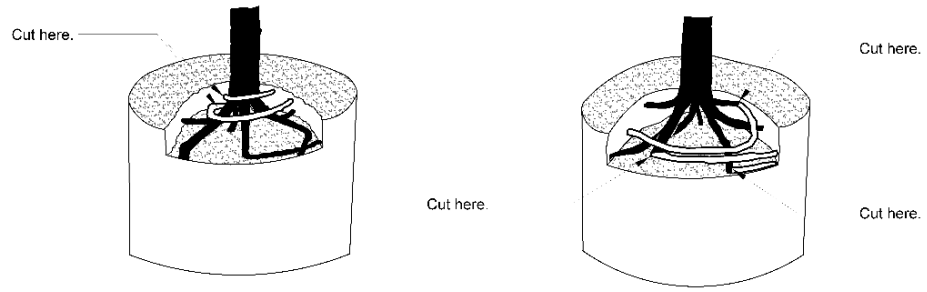
Tree planted too deeply in root ball. Remove excess substrate and roots to meet root inspection detail.

Step 2 - Remove defects.



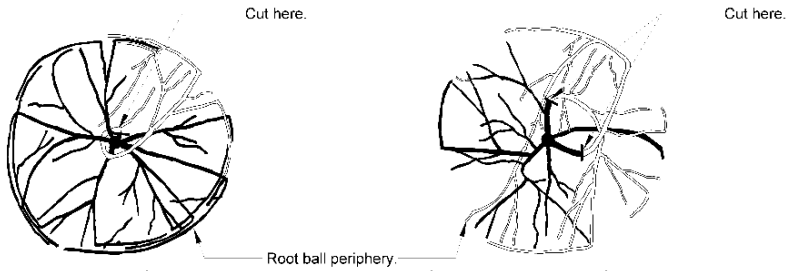
Five structural (large) roots shown in black. Remove structural root (white) wrapping root collar.

Four structural roots shown in black. Remove root (white) growing over structural roots.



Six structural roots shown in black. Remove roots (white) growing over root collar by cutting them just before they make an abrupt turn.

Seven structural roots shown in black. Remove structural roots (white) growing around or over root collar by cutting them just before they make an abrupt turn.



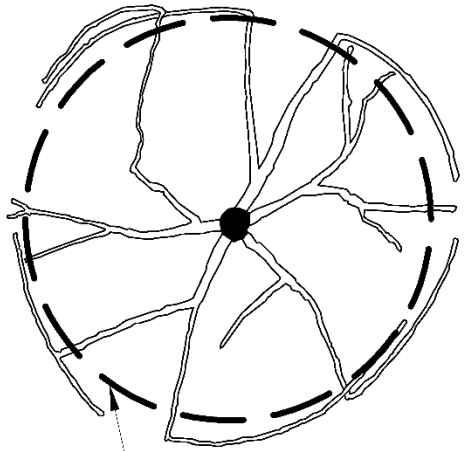
Cut structural root just before it makes abrupt turn. Pruning cut should be made tangent (parallel) to the trunk.

Cut structural roots just before they make abrupt turn by cutting tangent (parallel) to the trunk (two cuts shown).

Notes:
1- All trees shown are rejectable unless they undergo recommended correction.
2- First Step 1, then Step 2. Roots and soil may be removed during the correction process; substrate/soil shall be replaced after correction has been completed.
3- Trees shall meet root observations detail following correction.
4- Small roots (1/4" or less) on the periphery of the root ball are common with container plant production. These small roots are not defined as "defects" and can be addressed at the time of installation (See root ball shaving container detail).

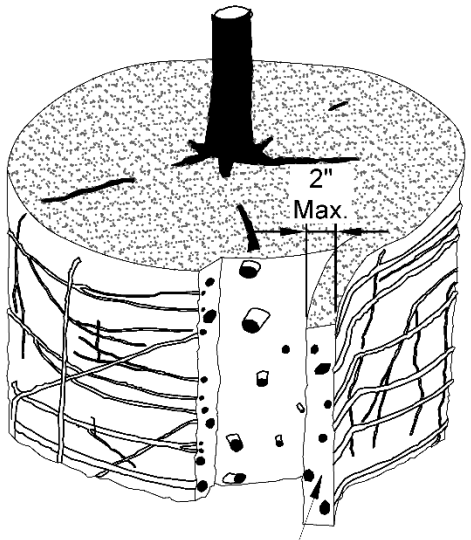
Container Root Ball Correction

BEFORE SHAVING



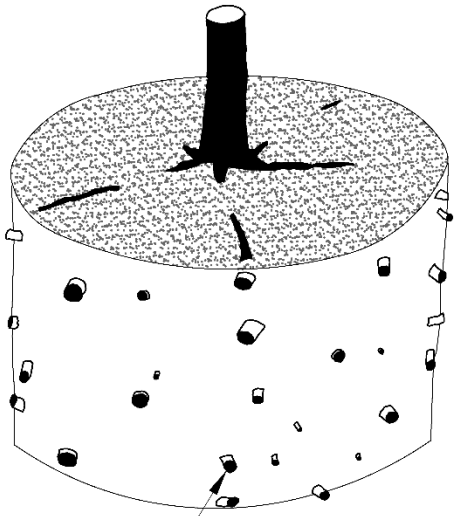
Shave root ball here to remove all roots growing on periphery.

SHAVING PROCESS



Shave outer periphery of the root ball a maximum of 2" thick.

SHAVING COMPLETE



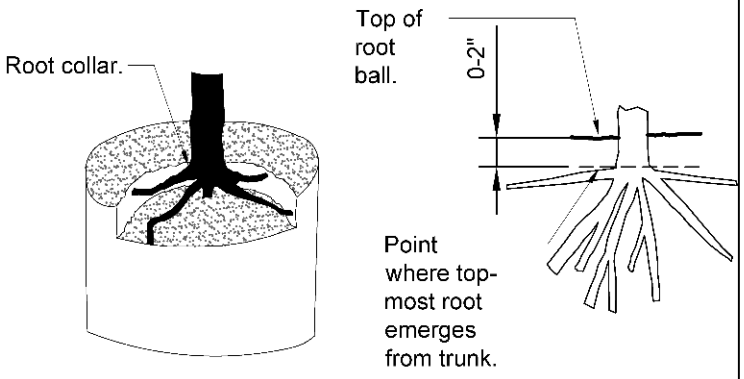
Root tips exposed at periphery of root ball. All roots growing around periphery are removed.

Notes:
1- Shaving to be conducted using a sharp blade or hand saw eliminating no more than needed to remove all roots on the periphery of root ball.

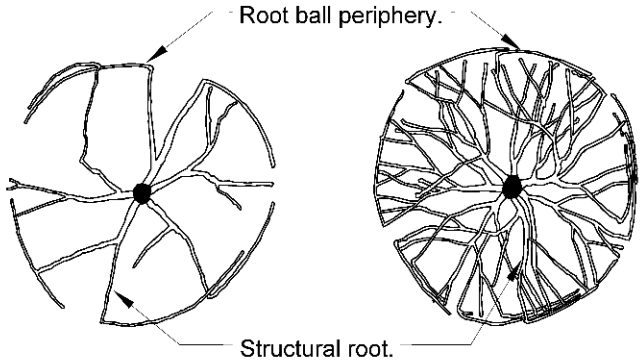
2- Shaving can be performed just prior to planting or after placing in the hole.

Container Root Ball Corrections

ACCEPTABLE

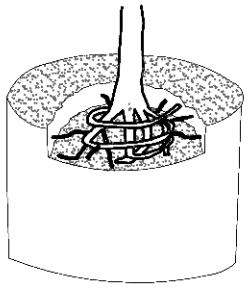


The point where top-most root(s) emerges from the trunk (root collar) should be within the top 2" of substrate. The root collar and the root ball interior should be free of defects including circling, kinked, ascending, and stem girdling roots. Structural roots shall reach the periphery near the top of the root ball.

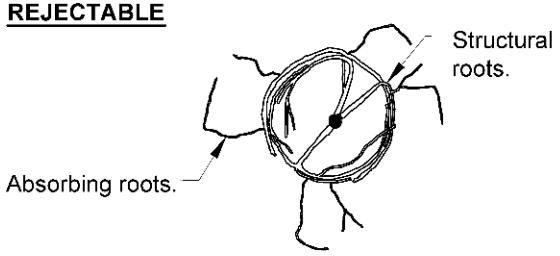


Roots radiate from trunk and reach side of root ball without deflecting down or around.

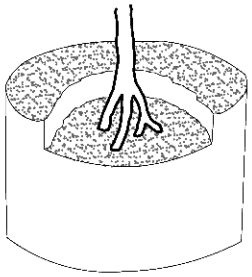
REJECTABLE



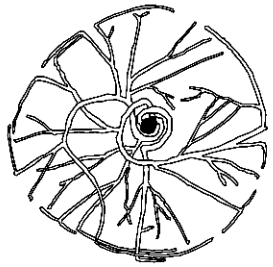
Structural roots circle interior of root ball. No structural roots are horizontal and reach the root ball periphery near the top of the root ball.



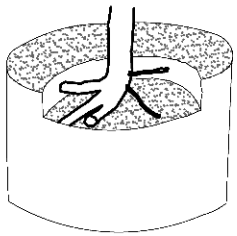
Only absorbing roots reach the periphery near the top of the root ball. Structural roots mostly wrap or are deflected on the root ball interior.



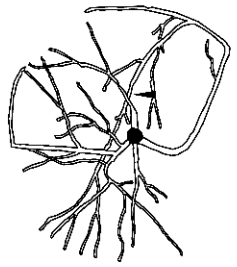
Structural roots descend into root ball interior. No structural roots are horizontal and reach the root ball periphery near the top of the root ball.



Structural roots circle and do not radiate from the trunk.



Structural roots primarily grow to one side.



Structural roots missing from one side, and/or grow tangent to trunk.

Notes:

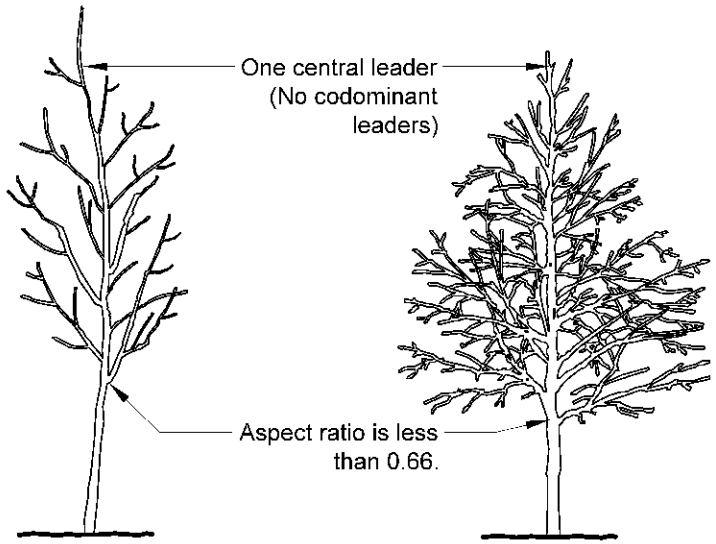
1- Observations of roots shall occur prior to acceptance. Roots and substrate may be removed during the observation process; substrate/soil shall be replaced after observation has been completed.

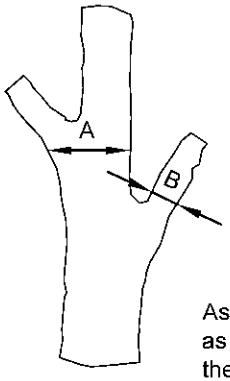
2- Small roots (¼" or less) that grow around, up, or down the root ball periphery are considered a normal condition in container production and are acceptable however they should be eliminated at the time of planting. Roots on the periperhy can be removed at the time of planting. (See root ball shaving container detail).

3- See specifications for observation process and requirements.

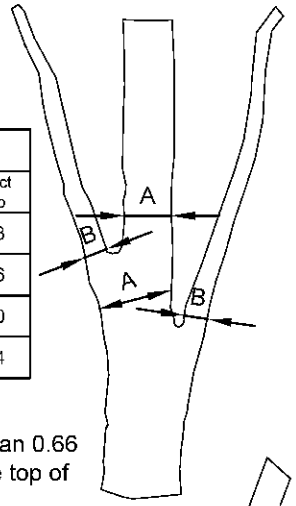
Container Root Observations

ACCEPTABLE



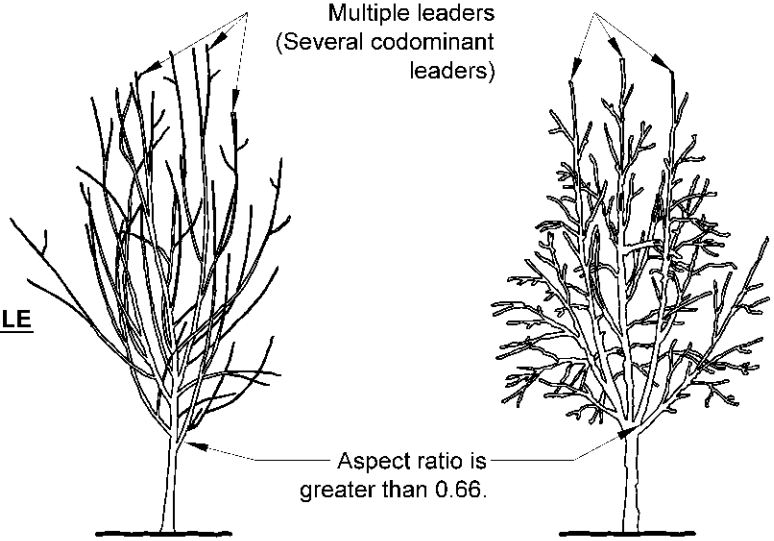


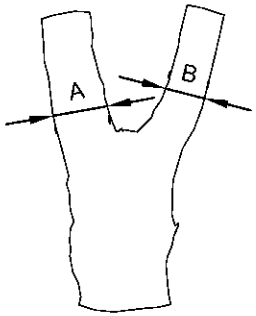
Example		
A	B	Aspect Ratio
1.50"	0.50"	0.33
2.50"	0.90"	0.36
2.0"	1.00"	0.50
2.50"	1.60"	0.64



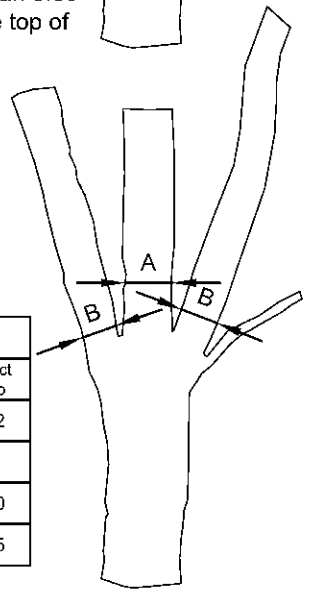
Aspect ratio of B:A less than 0.66 as measured 1" above the top of the branch union.

REJECTABLE





Example		
A	B	Aspect Ratio
2.50"	1.80"	0.72
2.0"	2.0"	1.0
2.50"	2.0"	0.80
4.0"	3.0"	0.75



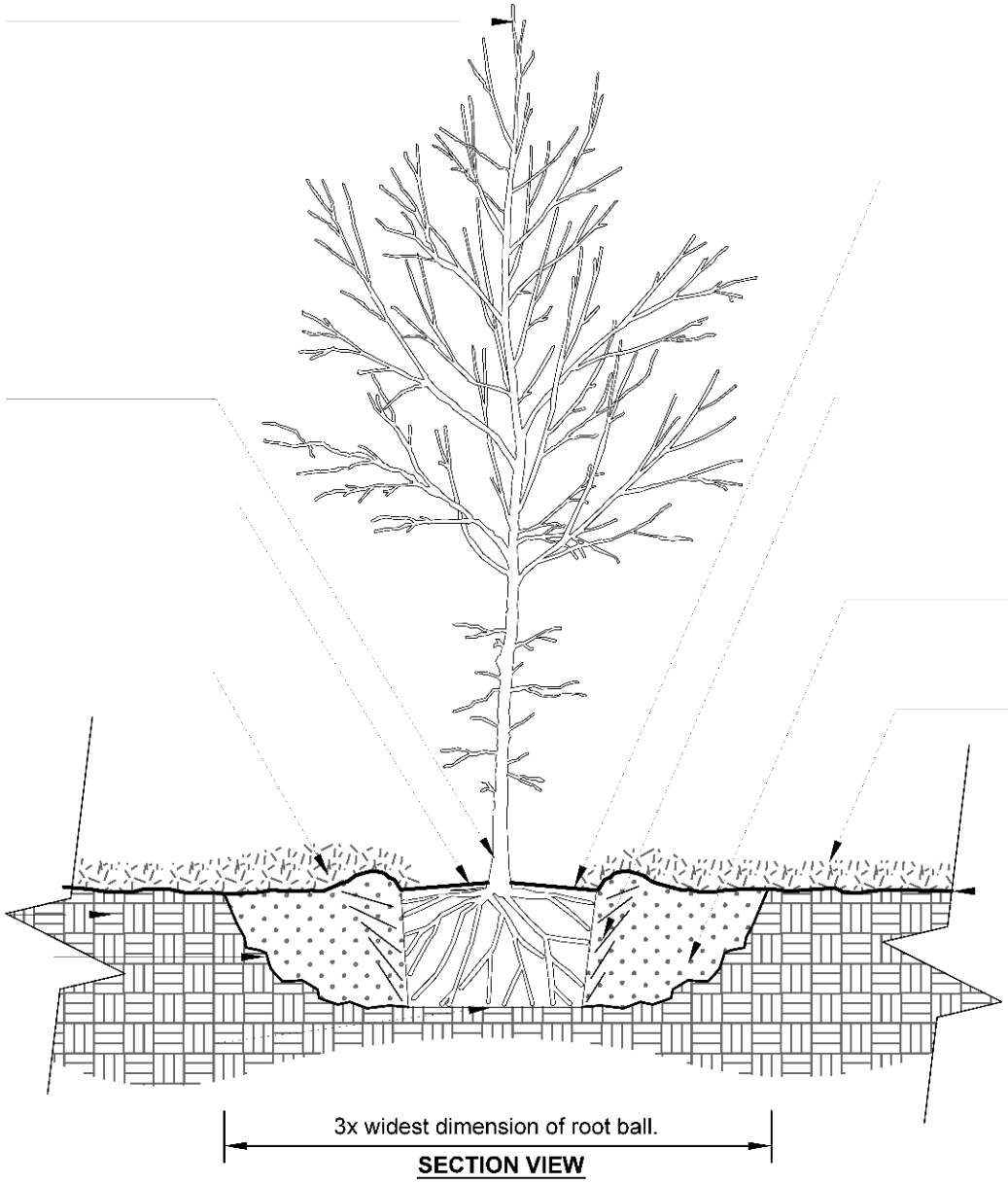
Aspect ratio of B:A greater than or equal to 0.66 as measured 1" above the top of the branch union.

Notes:

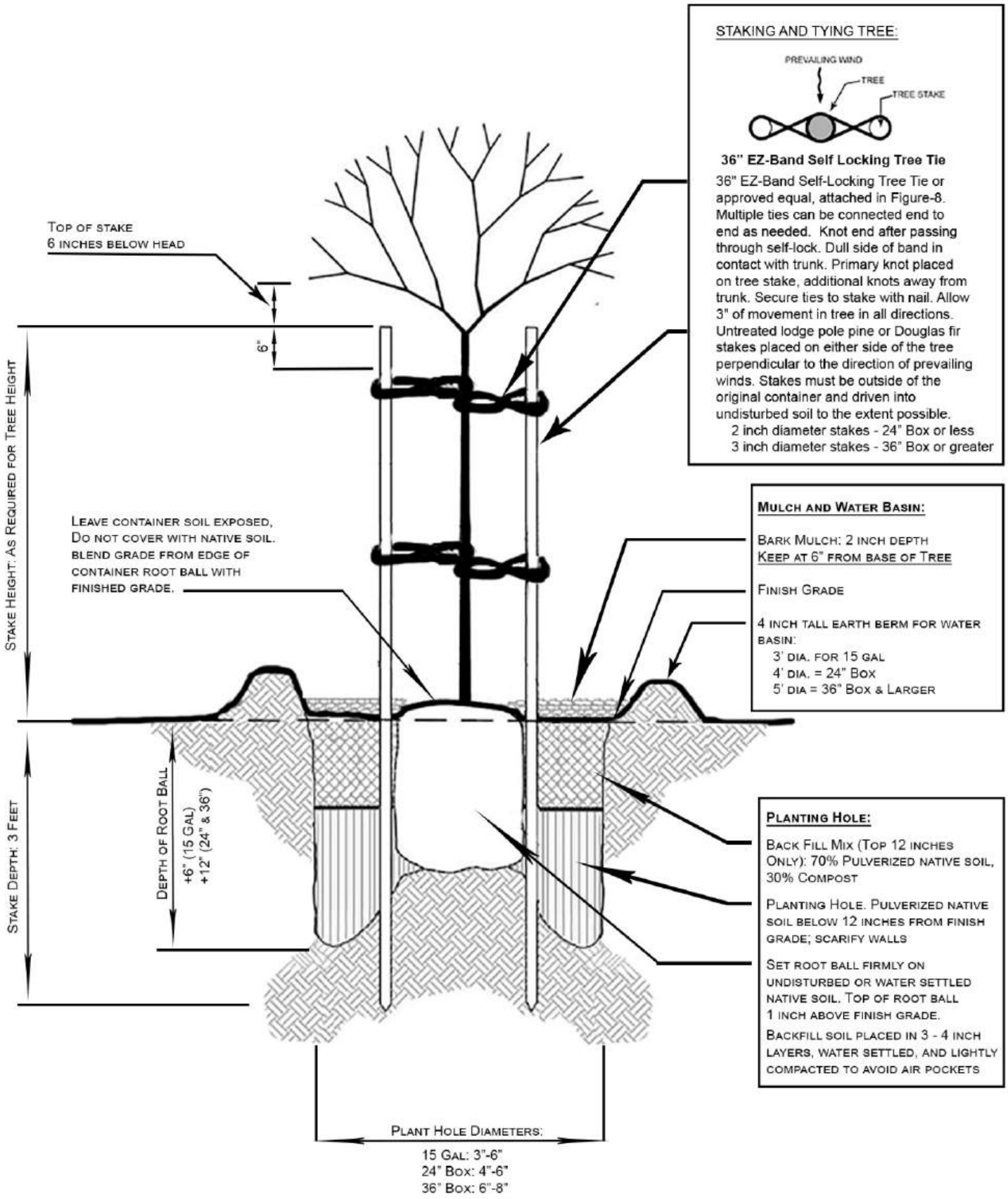
1- Aspect ratio shall be less than 0.66 on all branch unions. Aspect ratio is the diameter of branch (B) divided by the diameter of the trunk (A) as measured 1" above the top of the branch union.

2- Any tree not meeting the crown observations detail may be rejected.

Crown Observations



Tree Planting with Berm



Tree Staking



APPENDIX D – COMMON PEST AND DISEASE INFORMATION

More information on tree pests and diseases is available through the links below. This is not a comprehensive list; many other pests and diseases are not included.

Tree Pests

Adelgids

Aphids

Arizona Ash Tingid

Ash Borer

Ash Leaf Curl Aphid

Ash Moth

Ash Plant Bugs

Asian Citrus Psyllid and Huanglongbing (HLB) Disease

Banana Moth

Bark Beetles

Barnacle Scale

Black Scale

Black Vine Weevil

Boxelder Bug

Brown Soft Scale

Buffalo Treehopper

Calico Scale

California Pear Sawfly

California Red Scale

Carpenterworm

Citricola Scale

Citrus Thrips

Clearwing Moths

Coconut Mealybug

Cottony Cushion Scale

Cuban Laurel Thrips

Dictyospermum Scale

Elm Leaf Beetle

Eriophyid Mites

Erythrina Stem Borer

Eucalyptus Red Gum Psyllid

Eucalyptus Tortoise Beetle

European Elm Bark Beetle

Ficus Gall Wasp

Frosted Scale

Fruittree Leafroller

Giant Palm Borer

Giant Whitefly

Gill's Mealybug

Goldspotted Oak Borer (GSOB)

Glassy-winged Sharpshooter

Greedy Scale

Greenhouse Thrips

Green Shield Scale

Ground Mealybug

Hemispherical Scale

Invasive Shothole Borers (ISHB)

Ips Engraver Beetles

Lace Bugs

Leaf Miner

Longtailed Mealybug

Lygus Bugs

Mealybugs

Obscure Mealybug

Oleander Scale

Omnivorous Leafroller

Omnivorous Looper

Oystershell Scale

Palm Leaf Skeletonizer

Pit-Making Pittosporum Scale

Privet Bud Mite

Privet Rust Mites

Psyllids

Redhaired Pine Bark Beetle

Redhumped Caterpillar

Red Turpentine Beetle

San Jose Scale

Scales

Silverleaf Whitefly

South American Palm Weevil

Spider Mites

Thrips

Tuliptree Scale

Tussock Moths

Vine Mealybug

Walnut Scale

Wax Scales

Whiteflies

Tree Diseases

Anthracnose
Armillaria Root Rot
Ash Dieback
Bacterial Blight
Bacterial Canker
Bacterial Leaf Scorch
Bacterial Slime Flux
Botryosphaeria Canker
Botrytis Blight
Chinese Elm Anthracnose
Chinese Wax Scale
Crown Gall
Dematophora Root Rot
Diamond Scale
Dutch Elm Disease
Entomosporium Leaf Spot
Ficus Branch Canker
Fire Blight
Foamy Canker
Fusarium Wilt
Ghost Canker
Leaf Spot Diseases
Nectaria Canker
Oleander Leaf Scorch
Palm Diseases
Phyllosticta Leaf Spot
Phytophthora
Pink Rot
Pitch Canker
Powdery Mildew
Rusts
Sooty Mold
Sudden Crown Drop
Verticillium Wilt
Western Gall Rust
Wood Decay



APPENDIX E – TREE ORDINANCES

CHAPTER 9. CITY TREE PRESERVATION AND PROTECTION

§ 3900. Purpose.

The purpose of this Chapter is to preserve and protect the parkway trees of this City that are of aesthetic importance and to provide for the replacement of trees in order to maintain the community's natural environment. Trees are an important natural resource, and it is essential to the public peace, health, and welfare that such trees be protected from random removal, trimming, or damage.
(Ord. 07-1397 § 1; Ord. 12-1487 § 1)

§ 3901. Definitions.

For the purpose of this Chapter, certain terms and words are hereby defined as follows:

(a) **"Manager"**
means the Development Services General Manager of the Development Services Work Group overseeing the Public Works Division.

(b) **"Parkway"**
means either the area between the curb and sidewalk within a fully improved street right-of-way, or that area extending from the curb towards the nearest parallel easement line in an area with no sidewalk, or any area within a street right-of-way in which a parkway tree is located.

(c) **"City tree"**
means a tree planted or caused to be planted by the City within the City right-of-way or City-owned or -maintained property.

(d) **"Removal"**
means the uprooting, cutting, or severing of the main trunk of the tree, or any act which causes the tree to die within six (6) months.

(e) **"Shrub"**
means woody vegetation of a woody plant having multiple stems and bearing foliage from the ground level up.

(f) **"Tree"**
means any woody plant, including a palm, which has the potential of attaining a minimum height of fifteen (15) feet and has its canopy of foliage borne normally on a single trunk.

(g) **"Tree well"**
means a planting area found in an otherwise paved or concrete street right-of-way.
(Ord. 07-1397 § 2; Ord. 12-1487 § 2)

§ 3902. Authority.

The Manager or his or her designee is responsible for inspection, maintenance, planting, pruning, trimming, removal, replacement and care of all parkway trees subject to the review and supervision of the City Manager. Subject to said review, the Manager shall have the power to designate the kind or variety of trees and plants to be planted within any parkway of the City. The owners of property fronting on any street, alley or public place may petition the Manager to provide that such trees or plants shall be of a certain kind or variety, but the petition shall be advisory to the action of the Manager.
(Ord. 07-1397 § 3; Ord. 12-1487 § 3)

§ 3903. Criteria for Allowed Trees.

Carson's tree population management plan shall be based primarily upon the City's adopted plan of parkway trees and Parkway Tree Master Plan. The Parkway Tree Master Plan will designate certain species of trees that may be planted within the City of Carson (Exhibit "A" at the end of this Chapter). These particular types of trees are species that meet the following criteria:[1]

(a) Species Hardiness. Based upon the tree's adaptability to the region in terms of its resistance to frost, freezing temperatures and heat.

(b) Drought Tolerance. Species with the ability to withstand long periods of drought are preferred.

(c) Durability and Wind Resistance. Species that are not brittle in nature and will tolerate the winds.

(d) Grow Space. The amount of parkway size available relative to the expected tree trunk circumference and root flare at maturity.

(e) Overhead Clearance. The potential for conflicts between the tree's canopy and overhead obstructions, such as utility lines, at the tree's mature height.

(f) Pest and Disease Resistance. Species that are resistant to insect and disease infestation are preferred.

(g) Subsurface Growth Habits. Species that do not tend to surface root or have a high potential to damage infrastructure.

(h) Tolerance to a Variety of Irrigation Practices. Species that will tolerate long periods of drought or abundant moisture are preferred.

(i) Soil Qualities. Species that will tolerate the area's soil conditions are preferred.

(j) Cleanliness. Species that do not have an overabundance of fruit or flower litter are preferred.

(k) Species Selection. Species are chosen with regard to the appropriateness of their character. For example, a deciduous tree will be utilized in areas with very strong winter winds, providing a more stable specimen for severe conditions. Species that already exist in a particular area, have traditionally existed in that area, or are native to the region are preferred.

(l) Aesthetics and Shading. Trees that are aesthetically pleasing with showy flowers or attractive fall color, or that provide a good amount of shade are preferred.

(m) Availability. Trees that are readily available are preferred.
(Ord. 07-1397 § 4; Ord. 12-1487 § 4)

[1]*Editor's Note: Exhibit A, Parkway Tree Master Plan is* ***included as an attachment to this title****.*

§ 3904. Maintenance.

The Public Works Division will develop and maintain a current inventory of all City-owned trees, including detailed site characteristics and work histories for each tree. Tree records shall be updated on a routine basis. The Public Works Division shall be responsible for overseeing the planting of all City trees. The following guidelines and procedures have been developed to promote the health and safety of City trees from the time they are planted through maturity. These guidelines and procedures shall be required for any City-maintained tree that is to be planted.

(Ord. 07-1397 § 5; Ord. 12-1487 § 5)

[1]*Editor's Note: Exhibit F, Tree Maintenance Zones is included as an attachment to this title.*

§ 3905. Planting.

The Public Works Division shall be responsible for administering planting of all trees in the public right-of-way. Businesses and residents are required to obtain a permit prior to planting of any trees within the City's right-of-way. Trees planted without permit may be removed by the City at the discretion of the Manager or his/her designee, without any consent from businesses or residents that have planted the said tree(s). It shall be the objective of the City to plant all viable vacant sites located in the City public right-of-way, to honor all resident requests for new street trees in City-owned locations, and to replace any City tree which has been removed with the provision that the remaining vacant site is viable for planting. Viable planting sites shall be based upon the following criteria:

(a) Spacing. There is adequate spacing present overhead, underground and radially to allow for the healthy, unimpeded growth of the tree to its mature size. Specific examples of spacing conditions may make a site unsuitable for planting, which include: inappropriate canopy room between existing trees; proximity of a planting site to existing utilities, creating potential conflicts and damage; or inadequate width of the location's parkway for accommodating the tree's girth.

(b) Traffic Clearance. There is adequate line-of-sight visibility between normal vehicular or pedestrian traffic and necessary signage, street lights or views.

(c) Maintenance Resources. There is an adequate and consistent water source available.

(d) Funding. Funding will be requested every fiscal year budget for tree planting based on the need. (Ord. 07-1397 § 6; Ord. 12-1487 § 6)

[1]*Editor's Note: Exhibit D, Application for Permit to Plant Street Trees is included as an attachment to this title.*

§ 3906. Nursery Stock.

The City shall make every effort to ensure that it plants only vigorous, healthy trees which can easily be trained into an attractive natural form, with strong roots and good crown development. The City shall reserve the right to refuse any nursery stock that does not meet these standards, and may require any person who has planted such substandard trees, on City property or within the City right-of-way, to have these trees removed and replaced at the person's own expense. The specifications for acceptable nursery stock shall be as follows:

(a) All trees shall be selected from the City's Master Tree List and be no less than a fifteen (15) gallon mature tree.

(b) All trees shall be true to type or botanical name as ordered or showing on planting plans.

(c) All trees shall have a fairly straight trunk with a good taper and good branch distribution vertically, laterally and radially.

(d) All trees shall be healthy, have a form typical for the species or cultivar, be well rooted, and shall be properly trained.

(e) The root ball of all trees shall be moist throughout and the crown shall show no sign of moisture stress.

(f) All trees shall comply with Federal and State laws requiring inspection for plant diseases and pest infestations.

(g) No tree shall be accepted that has been severely topped, headed back, pollarded or lion-tailed.

(h) No tree shall be accepted that has co-dominant stems or excessive weak branch attachments that cannot be trained out without jeopardizing the natural form of the species.

(i) No tree shall be accepted that is root bound, shows evidence of girdling or kinking roots, or has "knees" (roots) protruding above the soil.
(Ord. 07-1397 § 7; Ord. 12-1487 § 7)

§ 3907. Planting and Staking.
Unless otherwise approved by the Public Works Division, all City trees shall be planted using materials that meet the following criteria:

(a) Tree Stakes. Tree stakes shall be two (2) sturdy eight (8) to ten (10) foot long lodge pole pine stakes. Stakes will be placed on the outer edge of the root ball on either side of the tree, perpendicular to prevailing winds. If larger trees are planted and require guying, International Society of Arboriculture standards shall be adhered to.

(b) Staking Ties. Staking ties shall be sixteen (16) inch to eighteen (18) inch rubber cinch ties to be fastened to each stake with galvanized roofing nails. Ties will be pulled around the tree's trunk in a manner which supports the top-heaviness of the canopy, but is loose enough to allow for free movement of the tree in the wind.

(c) Trunk Guards. An approved trunk guard shall be placed around the base of the trunk just above the soil grade. A trunk guard is to deter mechanical damage, as a result of wounds inflicted on a tree's trunk by such devices as weed whips and lawnmowers.

(d) Root Barrier. Root barrier shall be fabricated from a high-density and high-compact plastic such as polyvinyl chloride, ABS or polyethylene and have a minimum thickness of six one-hundredths (0.06) inch. The plastic shall have one-half (1/2) inch to three-fourths (3/4) inch high raised vertical ribs on the inner surface spaced not more than six (6) to eight (8) inches apart.

(e) Wood Chip Mulch. A four (4) inch uniform layer of City-approved wood chip mulch shall be placed within the planting basin of the tree. A space of three (3) inches shall be left between the tree's stem and the mulch layer to allow airflow and to restrict moisture from remaining static around the base of the trunk.
(Ord. 07-1397 § 8; Ord. 12-1487 § 8)

§ 3908. Planting Specifications.
All trees must conform to the Authorized List of Carson Trees (Exhibit "A" at the end of this Chapter). All trees shall be in a minimum fifteen (15) gallon size container and be standard (not multitrunk). All trees shall be symmetrical, typical for a variety and species, healthy, vigorous, and free from plant disease and insect pests and shall have a healthy and normal root system free from being root bound. All trees shall be subject to the inspection and approval of the General Manager or his/her designee. All trees shall be planted in accordance with these specifications.
(Ord. 07-1397 § 9; Ord. 12-1487 § 9)

§ 3909. Guidelines for Containerized Stock.

Most nursery tree stock in California is sold in a containerized form. The following guidelines are specifics for containerized stock. If utilizing bare root or balled and burlapped trees, refer to the appropriate International Society of Arboriculture (ISA) guidelines for planting instructions.

(a) All trees shall be planted immediately after the planting container has been removed. Containers shall not be cut or otherwise damaged prior to delivery of trees to the planting area.

(b) The planting hole is one of the most important factors in establishing a healthy tree. Measure the width and depth of the root ball prior to digging. The diameter of the planting hole shall be dug at least two (2) times wider than that of the root ball. The depth of the planting hole shall be dug slightly shallower than the depth of the root ball to allow for the top one (1) inch of the root crown to remain above the finished grade.

(c) Before placing the tree into the planting hole, tamp down the base of the hole to allow the tree to stand straight and to avoid the potential of the tree settling below the finished grade. Scarify or scrape the sides of the planting hole to break down any glazing or compaction that may have occurred as a result of digging.

(d) Position the tree in the hole so that the tree stands upright and the top of the root crown is slightly exposed above the grade. Backfill the planting hole with clean, native soil no higher than halfway up the root ball. Slightly tamp the soil to remove air pockets, but be sure not to compact the soil too much. Complete the backfilling to the finished grade. Once again, tamp the soil slightly to remove air pockets.

(e) Form a watering basin out of backfill material, approximately six (6) inches high, around the drip line of the tree. Remove all nursery stakes, ties, and ribbons from the tree and install the planting and staking materials as specified. Give the tree an initial deep watering. Fill watering basin as many times as necessary to completely saturate root ball.

(f) Tree stakes and ties should be removed from the tree within two (2) years after planting, or when the circumference of the tree's trunk is equal to or exceeds the circumference of the stakes.
(Ord. 07-1397 § 10; Ord. 12-1487 § 10)

§ 3910. Young Tree Maintenance Schedule.

All newly planted trees shall be placed on a schedule to receive young tree maintenance immediately after a completion of a planting program. See CMC § 3912.
(Ord. 07-1397 § 11; Ord. 12-1487 § 11)

§ 3911. Pruning.

The Public Works Division shall be responsible for administering and scheduling pruning of all City trees, otherwise all other trimming is prohibited, unless a permit is obtained. All City trees shall be pruned on a regular basis using professionally accepted standards, as established by the International Society of Arboriculture (ISA) Best Management Practice and ANSI Pruning Standards, whichever is more protective of tree preservation. All City trees shall be pruned in a manner that will encourage good development while preserving their health, structure and natural appearance. Shearing, topping, heading back, stubbing, lion tailing or pollarding of public trees is prohibited, except in accordance with ISA standards.

(a) **"Thinning,"** sometimes called "drop-crotching" in mature trees, shall be the standard pruning technique for City trees. A thinning cut is the removal of a branch at its point of origin, or the shortening of a branch to a lateral that is large enough to assume the terminal role.

(b) When removing a live branch, pruning cuts should be made just outside the branch bark ridge and collar. This location of cut is in contrast to a "flush cut" which is made inside the branch bark ridge and collar. Flush cuts should be avoided because they result in a larger wound and expose trunk tissues to the possibility of decay. If no collar is visible, the angle of the cut should approximate the angle formed by the branch bark ridge and trunk.

(c) When removing a dead branch, the final cut should be made just outside the branch bark ridge and collar of live callus or wound wood tissue. If the collar has grown out along the branch stub, only the dead stub should be removed; the live collar should remain intact.

(d) If it is necessary to reduce the length of a branch, the final cut should be made just beyond (without violating) the branch bark ridge of the branch being cut to. The remaining branch should be no less than one-third (1/3) the diameter of the branch being removed, and with enough foliage to assume the terminal role.

(e) Pruning cuts should be clean and smooth, leaving the bark at the edge of the cut firmly attached to the wood. A three (3) cut process, sometimes referred to as "jump-cutting," should be used to remove larger limbs in order to avoid stripping or tearing of the bark, and to minimize wounding.
(Ord. 07-1397 § 12; Ord. 12-1487 § 12)

[1] *Editor's Note: Exhibit C, Application for Permit to Prune Trees is* ***included as an attachment to this title****.*

§ 3912. Training Young Trees.

Properly trained trees will develop into structurally strong trees well suited for their surrounding environment. These trees should require little corrective pruning as they mature. Young trees that reach a large mature size should have a sturdy, tapered trunk with well-spaced branches that are smaller in diameter than the trunk. Each City tree shall be scheduled for training at least once within the first three (3) years after being planted, as part of a Young Tree Maintenance Program. The Young Tree Maintenance Program shall entail evaluating the overall condition of the tree, cleaning out of any dead wood and pruning the tree in such a manner as to develop good structure, checking to ensure stakes and ties are providing adequate support for the tree, and examining the watering basin to verify that the tree is receiving adequate water.
(Ord. 07-1397 § 13; Ord. 12-1487 § 13)

§ 3913. Pruning Mature Trees.

As trees mature, their need for structural pruning should decrease. Pruning should then focus on maintaining tree structure, form, health and appearance. This shall be accomplished through one (1) of the three (3) methods described below:

(a) Crown cleaning, or cleaning out, is the removal of dead, dying, broken, diseased, crossing, weakly attached, and low-vigor branches from a tree's crown, as well as the elimination of water sprouts, sucker growth and foreign materials from the entire tree.

(b) Crown restoration is intended to improve the structure and appearance of trees that have sprouted vigorously after being broken, topped or severely pruned using heading cuts. One (1) to three (3)

sprouts, on main branch stubs, should be selected to form a natural-appearing crown. The more vigorous sprouts may need to be thinned or cut to a lateral to control length growth or ensure adequate attachment for the size of the sprout. Crown restoration may require several prunings over a number of years. Crown restoration shall be completed as is necessary, based upon the specific conditions and circumstances surrounding the tree.

(c) Crown thinning is the selective removal of branches to increase light penetration and air movement through the crown. Thinning opens the foliage of the tree, reduces weight on heavy limbs, distributes ensuing invigoration throughout the tree and helps retain the tree's natural form. When thinning the crown of mature trees, no more than twenty-five (25) percent of the tree's live growth should be removed. In slower growing or particularly sensitive species (such as native oaks), no more than ten (10) percent of live growth should be removed. Trees shall always be thinned to their natural form, and should retain well-spaced inner lateral branches with foliage. Trees and branches so pruned will have mechanical stress more evenly distributed along the branch and throughout the tree. (Ord. 07-1397 § 14; Ord. 12-1487 § 14)

§ 3914. Pruning Cycles.

Frequency of pruning is also important to a tree's health. The City of Carson is divided into twenty-one (21) trimming zones, for purposes of scheduling tree trimming in the City's public right-of-way (Exhibit "F" at the end of this Chapter). The City's objective is to service seven (7) zones annually within a three (3) year trim cycle. Scheduling is at the discretion of the Public Works Division. Every tree in each zone shall be pruned when that particular zone is being serviced. If a resident requests tree pruning before or after their zone is serviced, it shall be at the discretion of the Public Works Division to schedule. Hazardous conditions shall be evaluated and attended to as soon as possible. (Ord. 07-1397 § 15; Ord. 12-1487 § 15)

§ 3915. Street and Sidewalk Clearance.

Street and sidewalk clearance standards shall be achieved through crown raising. Crown raising is the removal of lower branches in order to provide clearance for vehicles, pedestrians and bicyclists. Only those branches that must be removed to achieve the established height clearance standards shall be pruned. All such pruning cuts shall be thinned back to the nearest lateral found above the set minimum height standard. Where possible, young or developing trees should be maintained in such a manner that at least one-half (1/2) of the foliage should be on branches that originate in the lower two-thirds (2/3) of the tree. Similarly, branches should have even distribution of foliage along their lengths. This will ensure a well-formed, tapered structure and will uniformly distribute stress within the tree. All City trees shall be maintained to the height clearance specifications established below:

(a) Over sidewalks or park paths, limbs shall be raised to a minimum of seven (7) feet and a maximum of eight (8) feet from grade to first lateral branch. In locations where no sidewalks exist, limbs may be retained below this minimum elevation as long as they conform to the natural shape of the species. In locations where City street trees are set back from, or do not interfere with, sidewalk traffic, limbs may also be retained below this minimum height specification.

(b) Over residential or collector streets, limbs shall be raised gradually from eight (8) feet at curb to thirteen (13) feet over traffic lanes from the grade to wood, giving the appearance of an arch rather than an angle.

(c) Over arterial streets, limbs shall be raised to fourteen (14) feet from grade to first lateral branch. A major arterial street may require a higher maximum over central traffic lanes for existing mature canopy-forming limbs.

(d) Visibility clearance for streetlights or signage shall be achieved through "windowing" through the foliage of a tree, rather than severely raising or reducing its crown. Only those branches that need to be removed to attain the visibility clearance desired shall be pruned. All such pruning cuts shall be thinned back to the nearest lateral found away from the structure that is to be cleared.
(Ord. 07-1397 § 16; Ord. 12-1487 § 16)

§ 3916. Utility Clearance.

Line-clearance tree workers must be trained safely around high-voltage conductors. The United States Occupational Safety and Health Act (OSHA) and the American National Standards Institute (ANSI) have established minimum distances to be maintained by tree workers from electrical conductors. All line-clearance work involving City trees shall adhere to these standards, as well as the utility pruning standards established by the ISA and the Utility Arborists Association (UAA).
(Ord. 07-1397 § 17; Ord. 12-1487 § 17)

§ 3917. Clearance Guidelines.

The following guidelines are designed to maintain the required clearance of City trees from high-voltage power lines with a minimum of resprouting and fewer pruning cycles and the cost of the maintenance:

(a) A tree's growth under utility lines is most economically managed by lateral or directional pruning (thinning cuts). Directional pruning is the removal of a branch to the trunk or a significant lateral branch growing away from the conductor. Heading cuts (topping), on the other hand, encourage vigorous sprouting and increase the frequency of pruning cycles and the cost of maintenance.

(b) All trees in the public right-of-way should be examined for hazards before commencing with line-clearance work. Hangers and dead wood should be removed. Where possible, the tree should be allowed to attain normal height, with crown development maturing away from high-voltage conductors. To achieve clearance, pruning should be restricted to removal of branches at crotches within the tree's crown.

(c) As few pruning cuts as are reasonable should be used to achieve the required clearance.

(d) When the pruning of a branch will result in the loss of more than one-half (1/2) of the foliage on the branch, it should be removed to the parent stem.

(e) Precautions shall be taken to pre-cut large limbs to avoid stripping or tearing the bark, and minimize unnecessary wounding. Heavy limbs should be lowered on ropes to avoid damaging bark on limbs and trunks below.

(f) The placement of pruning cuts shall be determined by anatomy, structure and branching habit. Limbs should not be arbitrarily cut off based on a pre-established clearing limit.

(g) Final drop-crotch cuts should be made outside the branch bark ridge on the main stem or lateral branch. The remaining branch shall be no smaller than one-third (1/3) the diameter of the portion being removed. The removed portion should be pruned out to direct the remaining growth away from conductors.

(Ord. 07-1397 § 18; Ord. 12-1487 § 18)

§ 3918. Exceptions to Proper Pruning Techniques.

The Edison Co. is currently administering line clearance in the City of Carson. Every effort has been made to work in cooperation with the Edison Co. The City has shown concern and requested that proper pruning techniques are adhered to by the Edison Co. whenever possible. An example of a situation where proper pruning techniques would not be followed would be with a tree that has grown above the utility lines and must be topped to achieve clearance. With a situation such as this every effort must first be made to drop-crotch or directionally prune the tree. As few branches as possible will be topped. When this situation occurs, removal and replacement of the tree is at the discretion of the Public Works Division. Palm trees in particular shall be evaluated on an individual basis. Because palms are killed when topped, every effort shall be made to remove and replace the tree and when possible obtain compensation for sale of the tree.
(Ord. 07-1397 § 19; Ord. 12-1487 § 19)

§ 3919. Root Pruning.

The root system of a tree is one of its most important physiological components. Roots are the main source of water and mineral absorption for the tree, they provide a foundation and stability, and they act as one of the principal storage areas for food. The proper pruning of a tree's roots when necessary is as important as the proper pruning of a tree's crown.
(Ord. 07-1397 § 20; Ord. 12-1487 § 20)

§ 3920. Root Removal – Avoidance.

Whenever possible, the City, utility companies or contractors shall avoid removing any of a tree's root system. In instances where there exists a need to install subsurface structures or utilities, such as irrigation lines or block wall footings, every effort shall be made to avoid encroachment within the drip line of a tree. If it becomes necessary to excavate within a tree's drip line, every effort, if cost-efficient, shall be made to tunnel under or throughout the tree's root system with a minimal amount of pruning, rather than to trench across the tree's roots.
(Ord. 07-1397 § 21; Ord. 12-1487 § 21)

§ 3921. Root Removal – Methods.

When root removal becomes necessary for the installation and/or repair of hardscape, such as sidewalks, driveway approaches or curb and gutters, and other utilities, two (2) methods shall be employed by the City to eradicate invasive or encroaching roots. These two (2) methods are specified below:

(a) Selective root pruning is the removal of specific offending roots which are directly interfering with a work area. When pruning out selective roots, great care shall be given to retain as much root surface as possible, including sufficient buttress root dispersal around the radius of the tree. Roots shall be cut back at least four (4) inches away from new hardscape to the nearest node. Pruning cuts shall be made clean and smooth with minimal crushing or tearing of the remaining root.

(b) Root shaving is the removal of a small portion of a nonessential buttress root or general root with a diameter of four (4) inches or greater. Roots will be shaved to allow for at least two (2) inches of clearance between the root and the new hardscape. Shaving cuts shall be made clean and smooth with no crushing or tearing of the remaining root; root shaving shall be undertaken at the discretion of the Public Works Division.

(c) Where root pruning is needed within eight (8) feet of the trunk of the tree, removal of the tree shall be considered as an option if structural integrity of the tree will be compromised.
(Ord. 07-1397 § 22; Ord. 12-1487 § 22)

§ 3922. Certified Arborist.
Any City-contracted tree company shall be required to have in their employment a full-time, permanent certified arborist, as accredited by the International Society of Arboriculture (ISA). This person shall be responsible for ensuring that the contractor's crews are performing work according to the City specifications.
(Ord. 07-1397 § 23; Ord. 12-1487 § 23)

§ 3923. Contractor Qualifications.
Any person, firm or corporation engaged in the business of trimming or removing any parkway tree shall carry commercial general liability and property damage, auto and workers' compensation insurance at a minimum limit of $1,000,000 each. The insurance certificates must be on file with the Risk Management Department and the City Clerk.
(Ord. 07-1397 § 24; Ord. 12-1487 § 24)

§ 3924. Removal.
The Public Works Division will trim or remove any publicly owned tree or plant, including any part thereof, regardless of the location, if it is determined by the Manager or his/her designee that removal or trimming is necessary to eliminate any hazard or risk to public safety or property. The following are conditions permitting removal:

(a) Where the tree, foliage or any limb, or the shrub or plant, is interfering with a primary structure, and there is no feasible alternative to mitigate the interference;

(b) Where a written determination has been made, after a visual inspection and evaluation, that the tree is so diseased or damaged that it is no longer viable or it is a threat to property or to other trees;

(c) Where the tree is so poorly formed due to stunted growth that its preservation would not result in any substantial benefit to the community;

(d) Where the tree interferes with utility services, or any street or highway, and no reasonable alternative exists other than removal or trimming of the tree;

(e) Where the tree is a potential safety hazard due to the risk of it falling and its structural instability cannot be remedied; or where any other risk to persons or property is presented;

(f) Where the tree is causing damage to improvements including, but not limited to, any building foundation, retaining wall, roadway/driveway, sidewalk/curb, patio, and/or deck, or is interfering with the use and enjoyment of property;

(g) Where the tree is host to an organism which is parasitic to another species of tree thereby endangered by the parasite; or

(h) Where the tree belongs to a species which is known to be pyrophytic or highly flammable and/or has been identified as a public safety hazard.
(Ord. 07-1397 § 25; Ord. 12-1487 § 25)

[1] *Editor's Note: Exhibit B, Application for Permit to Remove Street Trees is* ***included as an attachment to this title****.*

§ 3925. Removal When – Appeal.

A City tree shall be removed only if it meets one (1) of the above-stated conditions. If a resident does not agree with staff's decision on a removal request, they may appeal to the Manager. The Public Works Division will provide interested residents with information on the City appeal process. The City Manager and City Council will serve as the appeal body for the Development Services General Manager's decisions.
(Ord. 07-1397 § 26; Ord. 12-1487 § 26)

§ 3926. Inspection.

The Manager or his or her designee may inspect any parkway tree or plant or any tree or plant standing on any private property which overhangs or projects over or into any street, park, alley or public place of the City, to determine whether it or any part of it is in such condition as to constitute a safety hazard or impediment to the progress or vision of anyone traveling in the street, park, alley or public place. However, nothing herein shall authorize the Manager to enter private property without the consent of the owner or lawful possessor of the property, unless otherwise permitted by law.
(Ord. 07-1397 § 27; Ord. 12-1487 § 27)

§ 3927. Development/Construction.

All parkway trees planted in a new subdivision shall be in accordance with the Parkway Tree Guidelines and shall be paid for by the subdivider, unless otherwise provided by the City Council. The City Council may require any subdivider to pay all costs of proper parkway tree planting along the streets of any new subdivision before approving any subdivision map.
(Ord. 07-1397 § 28; Ord. 12-1487 § 28)

§ 3928. Protective Measures for Trees During Construction.

The Manager or his/her designee shall determine during the project review process whether and to what extent conditions or measures will be required to protect parkway trees during construction. This decision shall be based upon the proximity of the construction activity to parkway trees. The conditions and protective measures include, but are not limited to, the following:

(a) The parkway trees shall be enclosed by chain link fencing with a minimum height of five (5) feet or by another protective barrier approved by the Manager prior to the issuance of grading or building permit and prior to commencement of work.

(b) Barriers shall be placed at least five (5) feet outside the drip line of parkway trees. The Manager, if appropriate to the species and the adjacent construction activity, may approve a lesser distance.

(c) There shall be no grade changes within the protective barriers without prior approval. Any roots greater than two (2) inches in diameter, which are damaged or exposed, shall be cleanly saw cut and covered with soil in conformance with ISA standards.

(d) Excavation or landscape preparation within the protective barriers shall be limited to the use of hand tools and small hand-held power tools and shall not be used at a depth that could cause root damage to the parkway tree.

(e) No attachments or wires other than those of a protective or nondamaging nature shall be attached to a parkway tree.

(f) No equipment or debris of any kind shall be placed within the protective barriers. No fuel, paint, solvent, oil, thinner, asphalt, cement, grout or any other construction chemical shall be stored or allowed in any manner to enter within the protective barrier.

(g) If access within the protective barrier around a parkway tree is required during the construction process, the route shall be covered with a six (6) inch mulch bed in the drip line area, and the area shall be aerated and fertilized at the conclusion of the construction.

(h) When the existing grade around a parkway tree is to be raised, drain tiles shall be laid over the soil to drain liquids away from the trunk, as determined by the Manager or his or her designee. The number of drains shall depend upon the soil material. Lighter sandy soil and porous gravelly material require fewer drains than heavy nonporous soils like clay. Dry wells shall be large enough to allow for maximum growth of the tree trunk. Dry well walls shall be constructed of materials that permit passage of air and water.

(i) When the existing grade around a parkway tree is to be lowered, either by terracing or by a retaining wall, a combination may be used to lower grades, as determined by the Manager or his or her designee. With either method, the area within the drip line shall be left at the original grade. The retaining wall shall be porous to allow for aeration.

(j) Parkway trees that have been destroyed or have received major damage during construction shall be replaced prior to final inspection and subject to the Manager's direction and approval as to size, variety and species.
(Ord. 07-1397 § 29; Ord. 12-1487 § 29)

§ 3929. Hardscape.

In keeping with the City's policies for protecting and preserving the health and well-being of our urban forest while providing for the safety of our citizens, the following guidelines have been established for correcting potentially hazardous situations that result from tree roots disturbing nearby hardscape.
(Ord. 07-1397 § 30; Ord. 12-1487 § 30)

§ 3930. Hardscape Damage.

There are several factors that must be considered in determining the course of action necessary for addressing hardscape damage concerns that involve City trees. These actions are driven by the extent of the damages, and whether the damages are located on private property. The Public Works Division shall inspect all hardscape damage. If the hardscape concerns include potential damage to private property, the matter shall be referred to the Manager for evaluation. Upon initial inspection of the area, staff must determine what course of action is necessary to respond to the problem. The following are the most commonly occurring hardscape problems, and the courses of action that shall be employed to rectify them:

(a) Hardscape damage is within the public right-of-way and will require a temporary asphalt ramp, followed by permanent repair of the area at a later date. Generally, an asphalt ramp should be installed if there exists a deviation in the concrete that is greater than three-fourths (3/4) of an inch.

(b) Hardscape damage is within the public right-of-way but is of such a minor nature that the damaged area can be "ground down" by a concrete grinding machine. Any deviation in the concrete of less than one-half (1/2) of an inch should be able to be rectified by grinding the raised lip down to grade. If necessary, permanent repair of the area should be scheduled for a later date.

(c) Hardscape damage is within the public right-of-way, but the nature of the damages cannot be rectified by temporary measures. Thus, permanent repair of the area will need to be scheduled based upon the potential damages for creating a public safety hazard.

(d) Hardscape damages are on private property and thereby cannot be addressed by the City. However, there are clear-cut indications that at least some of the damages that have occurred are a direct result of a tree in the public right-of-way. Thus, the resident may have reason to file a claim for damages with the City. If the resident does elect to file a claim, the Manager or his or her designee shall be responsible for evaluating the damaged area and submitting a tree assessment report to the City Clerk for inclusion with the claim file.

(e) Hardscape damages are on private property and thereby cannot be addressed by the City, and there exists no clear-cut indication that a City tree is the source of damages. Thus, the resident will be responsible for excavation of the damaged area, for the purpose of exposing any invasive roots, should they wish to file a claim for damages with the City.

(f) Hardscape damage is on private property, and is clearly caused by a City-owned street tree in the public right-of-way.

(g) Upon excavation of the area, it is the resident's responsibility to contact the Public Works Division and schedule an evaluation and assessment of the damage. The Manager's designee shall be responsible for submitting this assessment report to the City Clerk for inclusion with the resident's claim.

(h) Once a course of action has been determined, staff shall be responsible for providing written notification to the involved parties informing them of staff's findings and of what measures they or the City will need to take to rectify the problem.
(Ord. 07-1397 § 31; Ord. 12-1487 § 31)

§ 3931. Repairing or Replacing Hardscape.

The general policy that shall be observed when repairing or replacing hardscape adjacent to a public right-of-way tree is that the health and integrity of the tree shall be taken into consideration before work commences. Every effort shall be made to protect the tree from root or trunk damage.
(Ord. 07-1397 § 32; Ord. 12-1487 § 32)

§ 3932. New Hardscape Installation.

Several alternatives are available for accommodating the installation of new hardscape without severely infringing upon a tree's root system. The Public Works Division shall first evaluate any hardscape installation that may involve the removal of an extensive portion of a tree's root system. If it is determined by the Public Works Division that the removal of the offending roots might jeopardize public safety or the health or integrity of the tree, then one (1) of the following alternatives should be considered:

(a) Offset. An offset is the tapering or reduction of a sidewalk's size down to a width no less than forty-eight (48) inches.

(b) Ramping. A sidewalk may be constructed to ramp over offending roots, as long as the slope of the grade does not exceed one (1) foot of elevation change within a span of twelve (12) linear feet.

(c) Reconfiguration. Sidewalks do not need to be constructed in a straight line. If the public easement can accommodate it, a sidewalk may be reconfigured to curve around a tree in a suitable manner.

(d) Removal. If no other hardscape installation alternative is feasible, a tree may be removed, as long as it complies with the tree removal criteria established in this Chapter.
(Ord. 07-1397 § 33; Ord. 12-1487 § 33)

§ 3933. Interference with Work.

No person shall interfere, or cause any person to interfere, with the Manager or persons acting under his or her authority while engaged in planting, mulching, pruning, spraying, treating, trimming or removing any parkway tree, shrub or plant or in the removal of any stone, cement or other substance or plant material from or adjacent to the trunk of any parkway tree. No person shall injure or destroy any parkway tree by any means, including, but not limited to, the following:

(a) Constructing concrete, asphalt, brick or gravel sidewalk, raised planter or otherwise filling up the ground area around any tree so as to substantially shut off air, light, or water from its roots, or detrimentally restrict root growth;

(b) Piling building equipment, materials or any other substance around any tree so as to cause injury;

(c) Pouring, spraying or depositing any deleterious substance around any tree or on the surrounding ground, lawn or sidewalk;

(d) Posting of any sign, poster, notice or other object on any tree, tree stake or guard;

(e) Causing any wire charged with electricity to come in contact with any tree; or

(f) Causing any fire or burning near or around any tree.
(Ord. 07-1397 § 34; Ord. 12-1487 § 34)

§ 3934. Penalties.

It shall be unlawful for any person, firm, partnership or corporation to violate any provision of or to fail to comply with any of the requirements of this Chapter. Any person, firm, partnership or corporation violating any provision of this Chapter or failing to comply with any of its requirements shall be deemed guilty of a misdemeanor and upon conviction thereof shall be subject to a fine of $1,000 or the diminishment of the tree's value as set forth in the current edition of the Guide Per Plant Appraisal (Council of Tree and Landscape Appraiser, 10th Edition), whichever is greater, by imprisonment not exceeding six (6) months, or both. Each and every person, firm, partnership, or corporation shall be deemed guilty of a separate offense for each and every day or any portion thereof during which any violation of any of the provisions of this Chapter is committed, continued or permitted by such person, firm, partnership or corporation, and shall be subject to penalties and imprisonment provided in this Section.

(a) In the event more than one (1) tree subject to the provisions of this Chapter is located adjacent to a parcel of property, each tree that is removed or trimmed shall be considered a separate violation.

(b) Removal or trimming of any parkway tree or plant is a misdemeanor and shall require replacement within sixty (60) days of notice by the City. Such replacement shall be in accordance with the parkway tree guidelines.

(c) Violation of this Chapter during construction activity may result in an immediate stop work order issued by the City.
(Ord. 07-1397 § 35; Ord. 12-1487 § 35)

§ 3935. Violation – Nuisance – Abatement.

The violation of any of the provisions of this Chapter shall constitute a nuisance and may be abated by the City through a civil process by means of a restraining order, preliminary or permanent injunction or in any other manner provided for by law for the abatement of nuisances.
(Ord. 07-1397 § 36; Ord. 12-1487 § 36)

PUBLIC SAFETY

3 Attachment 1

EXHIBIT "A"

PARKWAY TREE MASTER PLAN

	Botanical Name	Common Name	Minimum root area
1.	*Syagurus romanzoffianum*	Queen palm	3'
2.	*Archontophoenix cunninghamiana*	King palm	2'
3.	*Lagerstroemia indica*	Crepe myrtle	3'
4.	*Tristania/Lophostemon conferta*	Brisbane box	6'
5.	*Bauhinia purpurea*	Orchid tree	6'
6.	*Podocarpus gracilior*	Yew Pine	8'
7.	*Pittosporum viridiflorum*	Cheesewood tree	6
8.	*Stenocarpus sinuatus*	Firewheel tree	3'
9.	*Cercis occidentalis*	Redbud	3'
10.	*Persea 'Haas'*	Haas Avocado*	4'
11.	*Psidium guavava*	Guava*	3'
12.	*Callistemon vimtnalis*	Weeping Bottlebrush	4'
13.	*Phoenix dactylifera*	True Date palm (arterials)	4'
14.	*Trachycarpus fortunei*	Windmill palm	2'
15.	*Tabebuia heterophylla*	Pink Trumpet tree	3'
16.	*Pistacia chinensis*	Chinese Pistache (fruitless varieties)	5'
17.	*Geijera parvifolia*	Australian Willow	5'
18.	*Arbutus unedo*	Strawberry tree	5'
19.	*Cassia leptophylla*	Gold Medallion tree	4'
20.	*Platanus acerifolia*	London Plane tree	8'

*City will not supply – Resident must purchase

Certain trees on this list require more room and most streets have designated trees.

Note: These trees are the only City approved species for parkways. Alternate trees will be considered, subject to approval from the Manager or his/her designee.

3 Attachment 1:1 **Publication, Feb 2026**

PUBLIC SAFETY

3 Attachment 2

EXHIBIT "B"

CITY OF CARSON
PUBLIC WORKS DIVISION
Application For
Permit to Remove Street Trees

Date:_____*

I, _____,do hereby request authorization from the City of
Authorized business representative property owner

Carson to remove ____ street tree(s) from within the public easement along the
Number

property at_____
Street Name/Addresses

in accordance with all City specifications. Said work will begin on _____,
Date

and will be completed by _____.
Date

I further agree to bear all costs and liabilities connected with the approved removal project; and that, any contractor used to complete this project is licensed by the City of Carson to do approved work; and that the approved work will be performed by a certified tree worker based on City Standards; and that, all work will be performed in a timely and workman like fashion.

_____ Name of Contractor	_____ Certified Arborist No.
_____ Signature of Permit Recipient	_____ Date
_____ Authorized City Representative Signature	_____ Date
_____ Print Name	_____ Title

***PERMIT EXPIRES 60 CALENDAR DAYS FROM THE ABOVE DATE**

3 Attachment 2:1 **Publication, Feb 2026**

PUBLIC SAFETY

3 Attachment 3

EXHIBIT "C"

CITY OF CARSON
PUBLIC WORKS DIVISION
Application For
Permit to Prune Trees

Date:_____*

I, _____,do hereby request authorization from the City of
Authorized business representative property owner

Carson to prune ____ street tree(s) along
Number

_____ in
Street Name/Address

accordance with all City specifications. Said work will begin on _____, and
Date

will be completed by _____.
Date

I further agree to bear all costs and liabilities connected with the approved removal project; and that, any contractor used to complete this project is licensed by the City of Carson to do approved work; and that the approved work will be performed by a certified tree worker based on City Standards; and that, all work will be performed in a timely and workman like fashion.

Name of Contractor	Certified Arborist No.
Signature of Permit Recipient	Date
Authorized City Representative Signature	Date
Print Name	Title

***PERMIT EXPIRES 60 CALENDAR DAYS FROM THE ABOVE DATE**

3 Attachment 3:1 **Publication, Feb 2026**

PUBLIC SAFETY

3 Attachment 4

EXHIBIT "D"

CITY OF CARSON
PUBLIC WORKS DIVISION
Application For
Permit to Plant Street Trees

Date:_____*

I, _____,do hereby request authorization from the City of
Authorized business representative/ property owner

Carson to plant ____ street tree(s) from within the public easement along the property at
Number

_____.
Street Name/Addresses

In accordance with all City specifications, I will, within 60 days of said request install the current, designated street tree:

_____ (_____).
Botanical Name Common Name

I further agree to bear all costs and liabilities connected with the approved planting projects; and that, any contractor used to complete this project is licensed by the City of Carson to do approved work. Upon completion of the entire project, I shall relinquish the ownership and responsibility for said tree(s) to the City of Carson.

_____ _____
Name of Contractor Certified Arborist No.

_____ _____
Signature of Permit Recipient Date

_____ _____
Authorized City Representative Signature Date

_____ _____
Print Name Title

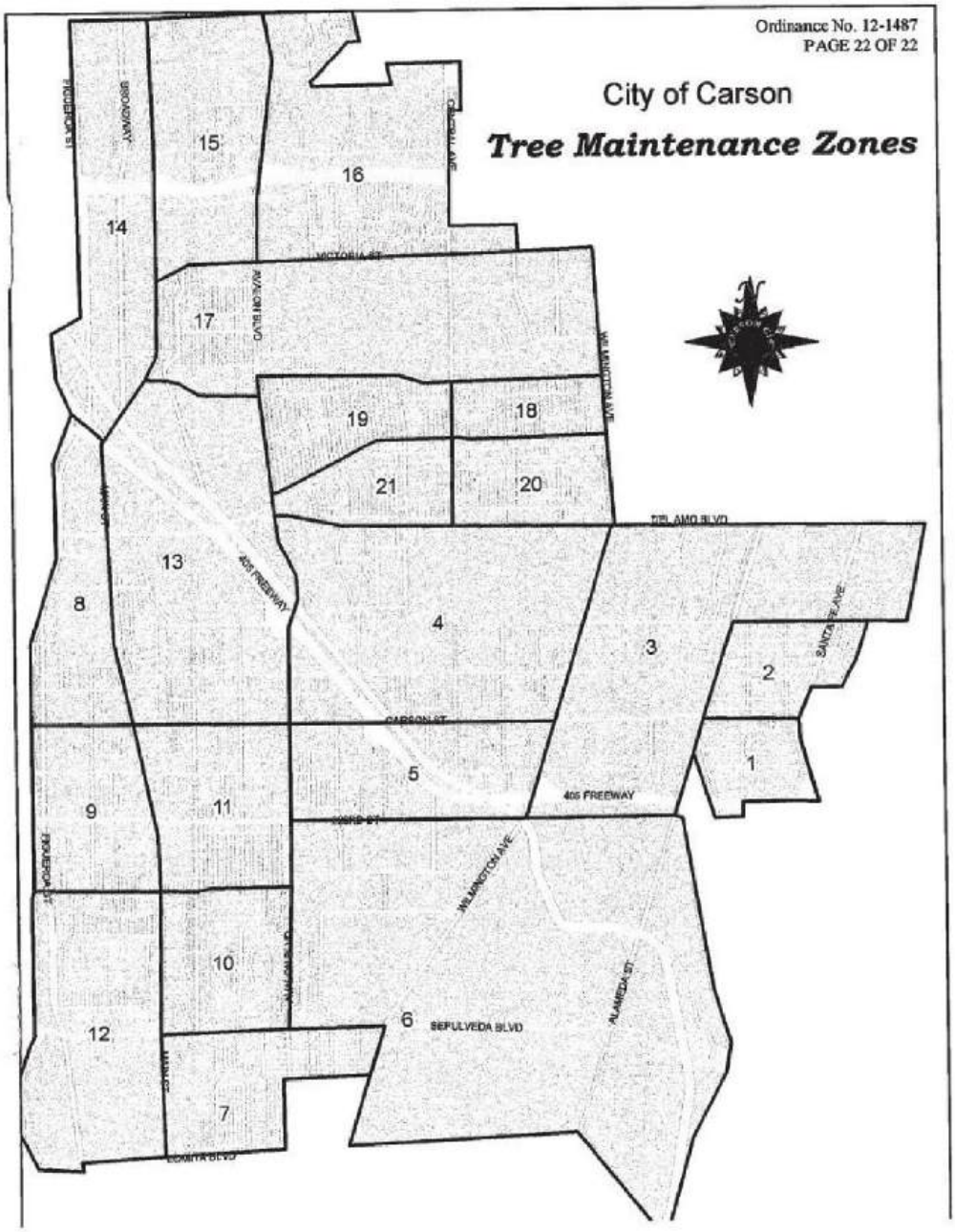
***PERMIT EXPIRES 60 CALENDAR DAYS FROM THE ABOVE DATE**

3 Attachment 4:1 **Publication, Feb 2026**

PUBLIC SAFETY

3 Attachment 5

EXHIBIT F



3 Attachment 5:1

Publication, Feb 2026



APPENDIX F – i-TREE ECO™ REPORTS

i-Tree
Ecosystem Analysis

City of Carson



Urban Forest Effects and Values
July 2026

Summary

Understanding an urban forest's structure, function and value can promote management decisions that will improve human health and environmental quality. An assessment of the vegetation structure, function, and value of the City of Carson urban forest was conducted during 2026. Data from 16228 trees located throughout City of Carson were analyzed using the i-Tree Eco model developed by the U.S. Forest Service, Northern Research Station.

- Number of trees: 16,228
- Tree Cover: 190.2 acres
- Most common species of trees: Blue jacaranda, Carrotwood, Outeniqua yellowwood
- Percentage of trees less than 6" (15.2 cm) diameter: 8.1%
- Pollution Removal: 7.292 tons/year ($64.3 thousand/year)
- Carbon Storage: 12.31 thousand tons ($5.33 million)
- Carbon Sequestration: 419.6 tons ($182 thousand/year)
- Oxygen Production: 1.119 thousand tons/year
- Avoided Runoff: 1.178 million gallon/year ($10.5 thousand/year)
- Building energy savings: N/A – data not collected
- Avoided carbon emissions: N/A – data not collected
- Replacement values: $94 million

Ton: short ton (U.S.) (2,000 lbs)
Monetary values $ are reported in US Dollars throughout the report except where noted.
Ecosystem service estimates are reported for trees.
With Complete Inventory Projects, oxygen production is estimated from gross carbon sequestration and does not account for decomposition. Oxygen production in Plot Inventory Projects is estimated from net carbon sequestration.

For an overview of i-Tree Eco methodology, see Appendix I. Data collection quality is determined by the local data collectors, over which i-Tree has no control.

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I. Tree Characteristics of the Urban Forest

The urban forest of City of Carson has 16,228 trees with a tree cover of Blue jacaranda. The three most common species are Blue jacaranda (7.5 percent), Carrotwood (6.9 percent), and Outeniqua yellowwood (6.9 percent).

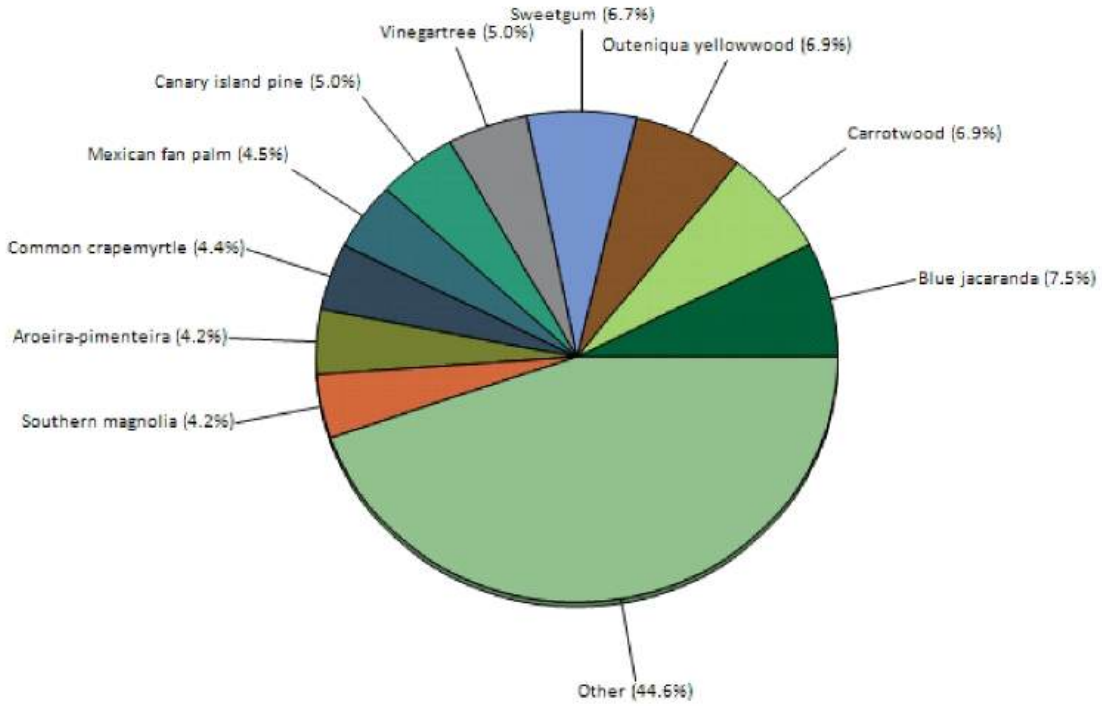


Figure 1. Tree species composition in City of Carson

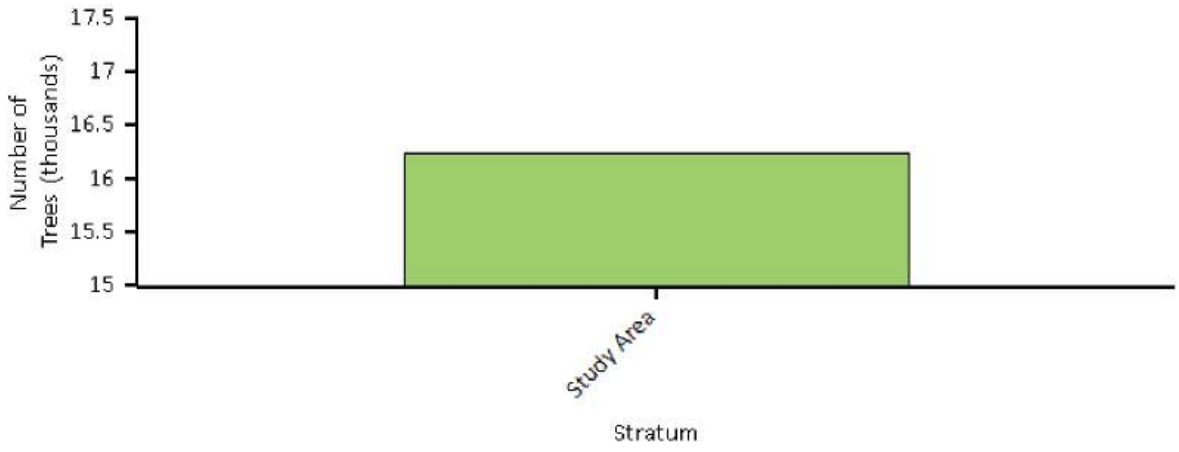


Figure 2. Number of trees in City of Carson by stratum

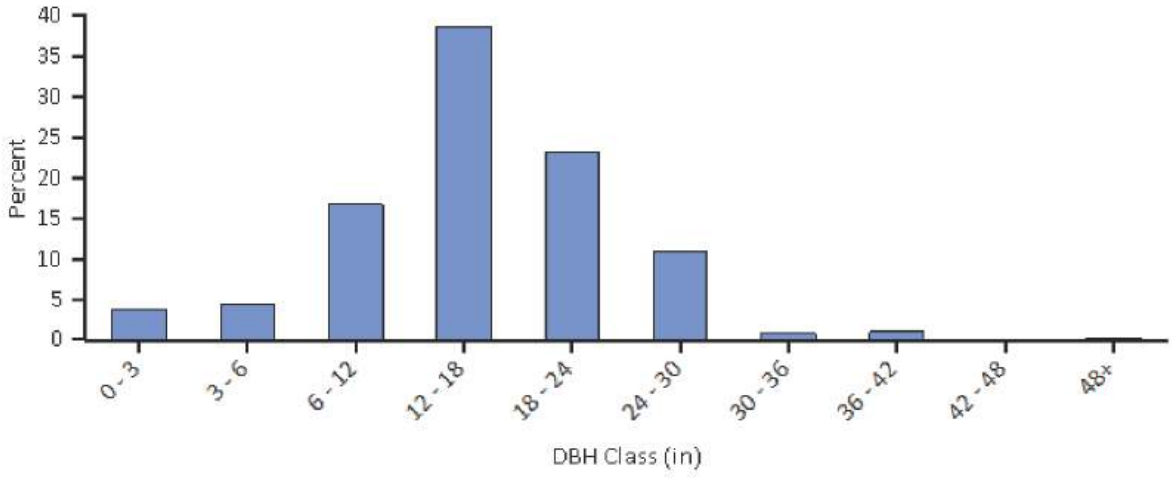


Figure 3. Percent of tree population by diameter class (DBH - stem diameter at 4.5 feet)

Urban forests are composed of a mix of native and exotic tree species. Thus, urban forests often have a tree diversity that is higher than surrounding native landscapes. Increased tree diversity can minimize the overall impact or destruction by a species-specific insect or disease, but it can also pose a risk to native plants if some of the exotic species are invasive plants that can potentially out-compete and displace native species. In City of Carson, about 16 percent of the trees are species native to North America, while 3 percent are native to California. Species exotic to North America make up 84 percent of the population. Most exotic tree species have an origin from South America (19 percent of the species).

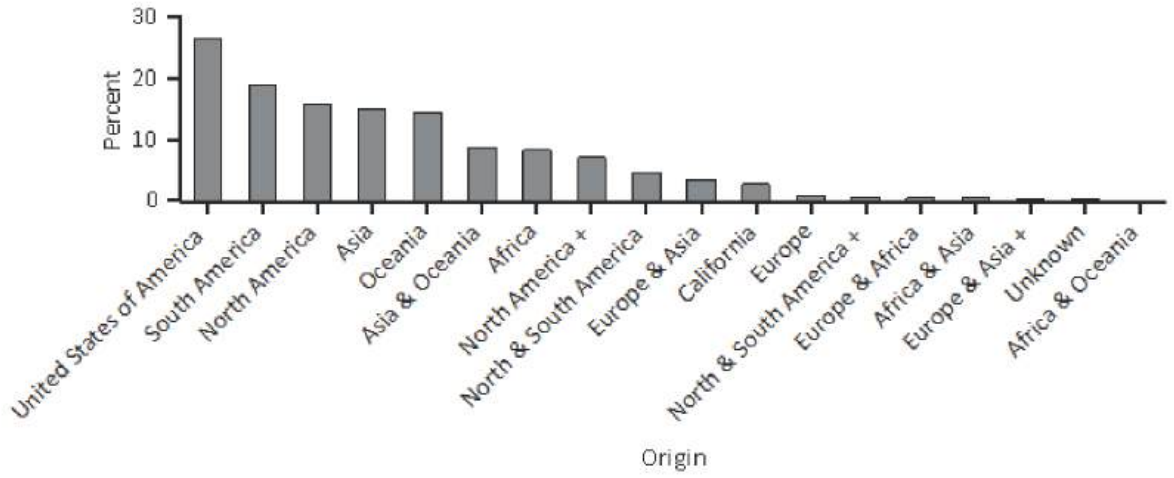


Figure 4. Percent of live tree population by area of native origin, City of Carson

The plus sign (+) indicates the tree species is native to another continent other than the ones listed in the grouping.

Invasive plant species are often characterized by their vigor, ability to adapt, reproductive capacity, and general lack of natural enemies. These abilities enable them to displace native plants and make them a threat to natural areas. Four of the 188 tree species in City of Carson are identified as invasive on the state invasive species list (California Invasive Species Advisory Committee 2010). These invasive species comprise 0.3 percent of the tree population though they may only cause a minimal level of impact. The three most common invasive species are Punk tree (0.2 percent of population), California peppertree (<0.1 percent), and Chinese tallowtree (<0.1 percent) (see Appendix V for a complete list of invasive species).

II. Urban Forest Cover and Leaf Area

Many tree benefits equate directly to the amount of healthy leaf surface area of the plant. Trees cover about 190.2 acres of City of Carson and provide 1020 acres of leaf area.

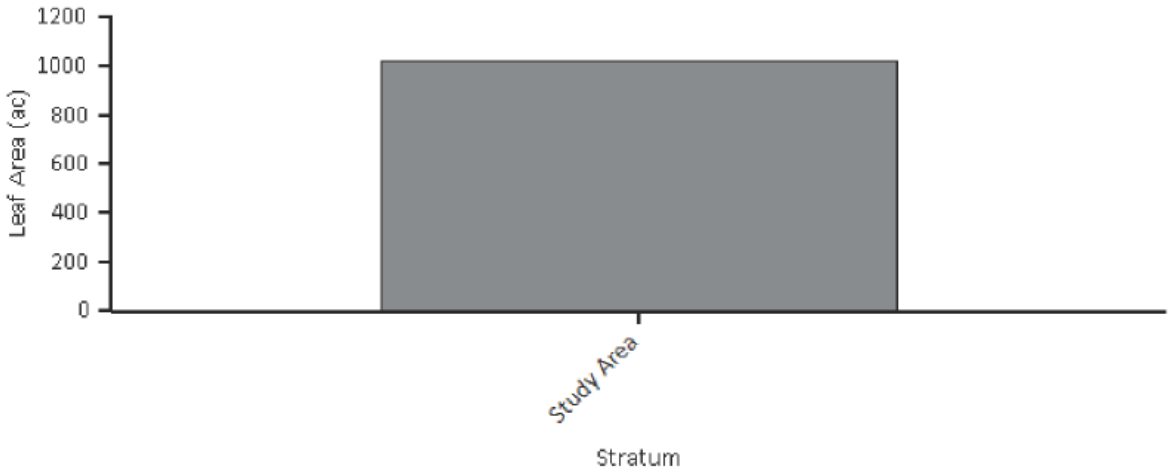


Figure 5. Leaf area by stratum, City of Carson

In City of Carson, the most dominant species in terms of leaf area are Canary island pine, Blue jacaranda, and Sweetgum. The 10 species with the greatest importance values are listed in Table 1. Importance values (IV) are calculated as the sum of percent population and percent leaf area. High importance values do not mean that these trees should necessarily be encouraged in the future; rather these species currently dominate the urban forest structure.

Table 1. Most important species in City of Carson

Species Name	*Percent Population*	*Percent Leaf Area*	*IV*
Canary island pine	5.0	10.0	15.0
Blue jacaranda	7.5	6.8	14.4
Sweetgum	6.7	6.2	12.9
Carrotwood	6.9	5.9	12.8
Outeniqua yellowwood	6.9	5.4	12.3
Southern magnolia	4.2	4.7	8.9
Aroeira-pimenteira	4.2	4.5	8.8
Vinegartree	5.0	3.3	8.3
Mexican fan palm	4.5	3.2	7.7
Pear spp	3.1	3.2	6.3

Common ground cover classes (including cover types beneath trees and shrubs) in City of Carson are not available since they are configured not to be collected.

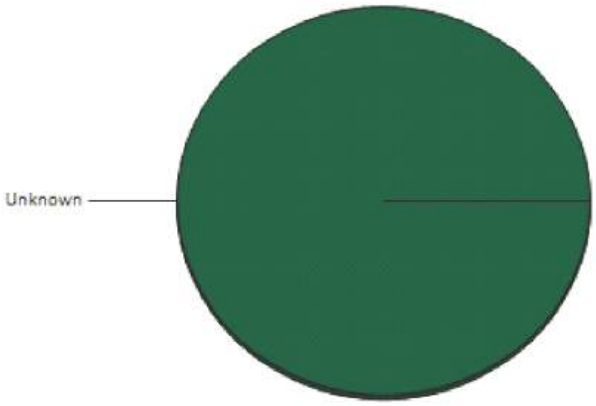


Figure 6. Percent of land by ground cover classes, City of Carson

III. Air Pollution Removal by Urban Trees

Poor air quality is a common problem in many urban areas. It can lead to decreased human health, damage to landscape materials and ecosystem processes, and reduced visibility. The urban forest can help improve air quality by reducing air temperature, directly removing pollutants from the air, and reducing energy consumption in buildings, which consequently reduces air pollutant emissions from the power sources. Trees also emit volatile organic compounds that can contribute to ozone formation. However, integrative studies have revealed that an increase in tree cover leads to reduced ozone formation (Nowak and Dwyer 2000).

Pollution removal[1] by trees in City of Carson was estimated using field data and recent available pollution and weather data available. Pollution removal was greatest for PM10* (Figure 7). It is estimated that trees remove 7.292 tons of air pollution (ozone (O3), carbon monoxide (CO), nitrogen dioxide (NO2), particulate matter less than 2.5 microns (PM2.5), particulate matter less than 10 microns and greater than 2.5 microns (PM10*)[2], and sulfur dioxide (SO2)) per year with an associated value of $64.3 thousand (see Appendix I for more details).

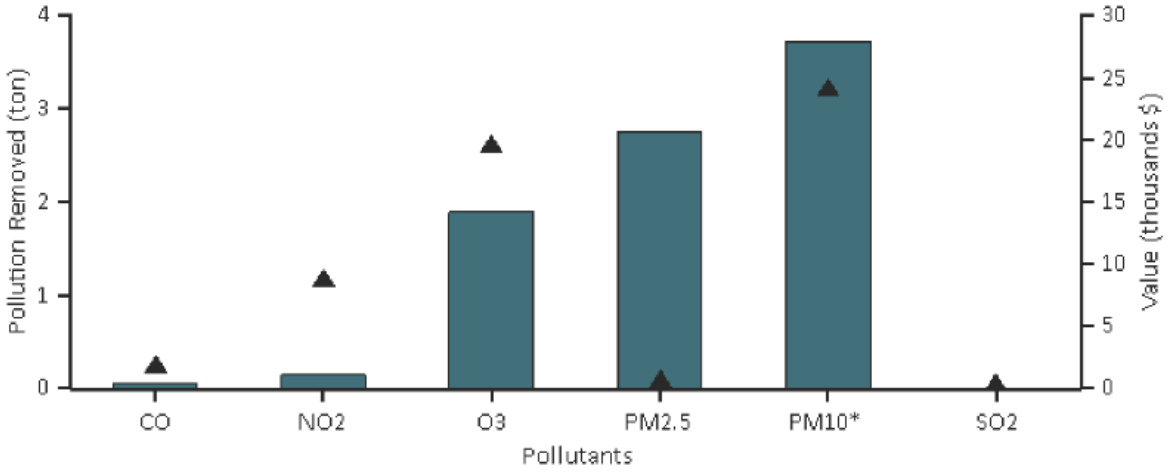


Figure 7. Annual pollution removal (points) and value (bars) by urban trees, City of Carson

[1] PM10* is particulate matter less than 10 microns and greater than 2.5 microns. PM2.5 is particulate matter less than 2.5 microns. If PM2.5 is not monitored, PM10* represents particulate matter less than 10 microns. PM2.5 is generally more relevant in discussions concerning air pollution effects on human health.

[2] Trees remove PM2.5 and PM10* when particulate matter is deposited on leaf surfaces. This deposited PM2.5 and PM10* can be resuspended to the atmosphere or removed during rain events and dissolved or transferred to the soil. This combination of events can lead to positive or negative pollution removal and value depending on various atmospheric factors (see Appendix I for more details).

In 2026, trees in City of Carson emitted an estimated 7.102 tons of volatile organic compounds (VOCs) (3.834 tons of isoprene and 3.267 tons of monoterpenes). Emissions vary among species based on species characteristics (e.g. some genera such as oaks are high isoprene emitters) and amount of leaf biomass. Nineteen percent of the urban forest's VOC emissions were from Mugga ironbark and Southern magnolia. These VOCs are precursor chemicals to ozone formation.[3]

General recommendations for improving air quality with trees are given in Appendix VIII.

[3] Some economic studies have estimated VOC emission costs. These costs are not included here as there is a tendency to add positive dollar estimates of ozone removal effects with negative dollar values of VOC emission effects to determine whether tree effects are positive or negative in relation to ozone. This combining of dollar values to determine tree effects should not be done, rather estimates of VOC effects on ozone formation (e.g., via photochemical models) should be conducted and directly contrasted with ozone removal by trees (i.e., ozone effects should be directly compared, not dollar estimates). In addition, air temperature reductions by trees have been shown to significantly reduce ozone concentrations (Cardelino and Chameides 1990; Nowak et al 2000), but are not considered in this analysis. Photochemical modeling that integrates tree effects on air temperature, pollution removal, VOC emissions, and emissions from power plants can be used to determine the overall effect of trees on ozone concentrations.

IV. Carbon Storage and Sequestration

Climate change is an issue of global concern. Urban trees can help mitigate climate change by sequestering atmospheric carbon (from carbon dioxide) in tissue and by altering energy use in buildings, and consequently altering carbon dioxide emissions from fossil-fuel based power sources (Abdollahi et al 2000).

Trees reduce the amount of carbon in the atmosphere by sequestering carbon in new growth every year. The amount of carbon annually sequestered is increased with the size and health of the trees. The gross sequestration of City of Carson trees is about 419.6 tons of carbon per year with an associated value of $182 thousand. See Appendix I for more details on methods.

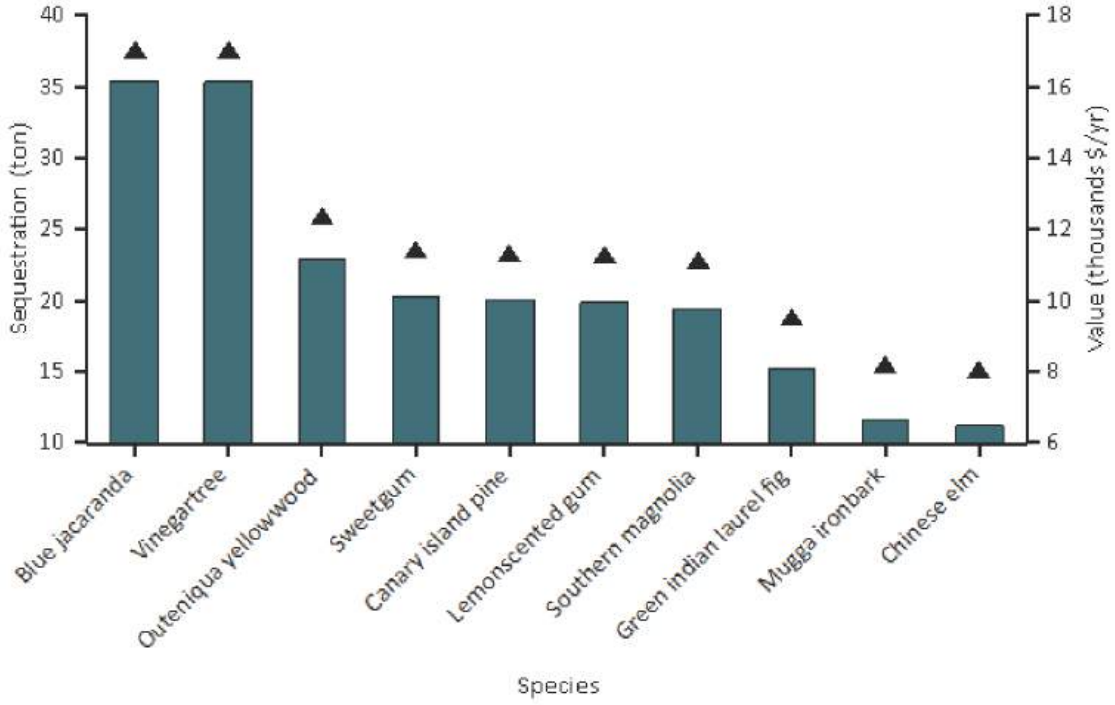


Figure 8. Estimated annual gross carbon sequestration (points) and value (bars) for urban tree species with the greatest sequestration, City of Carson

Carbon storage is another way trees can influence global climate change. As a tree grows, it stores more carbon by holding it in its accumulated tissue. As a tree dies and decays, it releases much of the stored carbon back into the atmosphere. Thus, carbon storage is an indication of the amount of carbon that can be released if trees are allowed to die and decompose. Maintaining healthy trees will keep the carbon stored in trees, but tree maintenance can contribute to carbon emissions (Nowak et al 2002c). When a tree dies, using the wood in long-term wood products, to heat buildings, or to produce energy will help reduce carbon emissions from wood decomposition or from fossil-fuel or wood-based power plants.

Trees in City of Carson are estimated to store 12300 tons of carbon ($5.33 million). Of the species sampled, Carrotwood stores the most carbon (approximately 10.7% of the total carbon stored) and Blue jacaranda sequesters the most (approximately 8.91% of all sequestered carbon.)

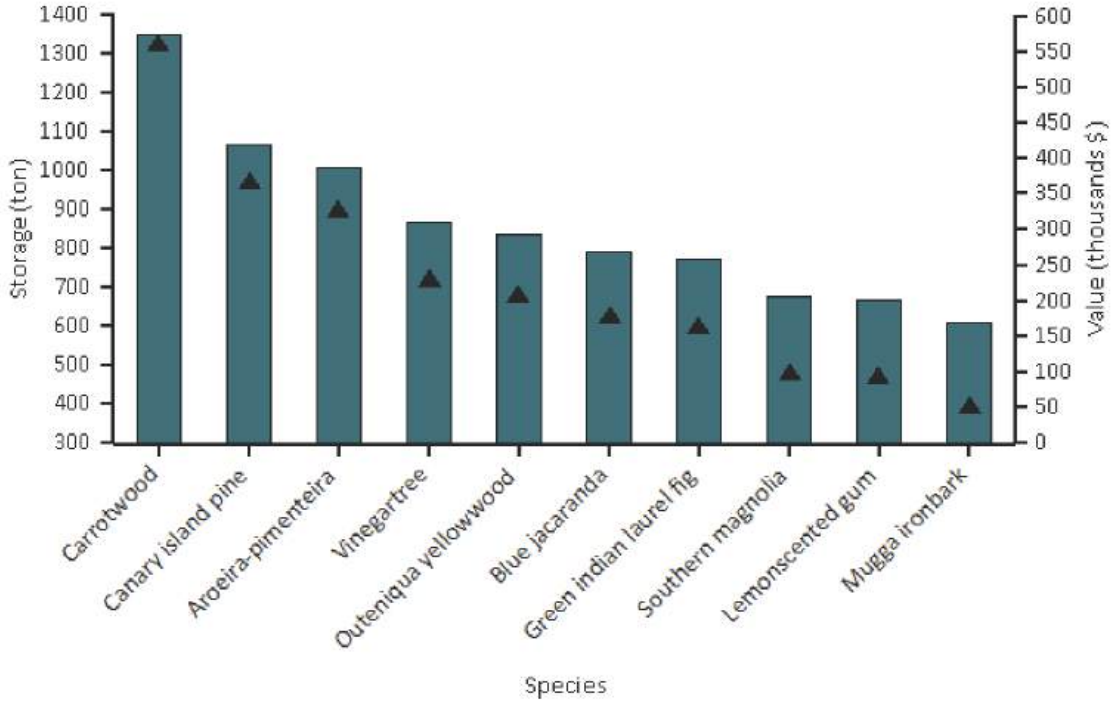


Figure 9. Estimated carbon storage (points) and values (bars) for urban tree species with the greatest storage, City of Carson

V. Oxygen Production

Oxygen production is one of the most commonly cited benefits of urban trees. The annual oxygen production of a tree is directly related to the amount of carbon sequestered by the tree, which is tied to the accumulation of tree biomass.

Trees in City of Carson are estimated to produce 1119 tons of oxygen per year.[4] However, this tree benefit is relatively insignificant because of the large and relatively stable amount of oxygen in the atmosphere and extensive production by aquatic systems. Our atmosphere has an enormous reserve of oxygen. If all fossil fuel reserves, all trees, and all organic matter in soils were burned, atmospheric oxygen would only drop a few percent (Broecker 1970).

Table 2. The top 20 oxygen production species.

Species	*Oxygen (ton)*	*Gross Carbon Sequestration (ton/yr)*	*Number of Trees*	*Leaf Area (acre)*
Blue jacaranda	99.70	37.39	1,223	69.63
Vinegartree	99.62	37.36	811	33.59
Outeniqua yellowwood	68.72	25.77	1,115	55.06
Sweetgum	62.47	23.43	1,092	62.74
Canary island pine	61.81	23.18	806	101.83
Lemonscented gum	61.37	23.01	223	43.24
Southern magnolia	60.33	22.62	682	47.95
Green indian laurel fig	49.77	18.66	350	34.71
Mugga ironbark	40.87	15.32	95	32.64
Chinese elm	39.90	14.96	168	16.60
Carrotwood	35.27	13.23	1,127	60.21
Camphor tree	30.12	11.30	216	13.36
Common crapemyrtle	29.46	11.05	713	9.48
Benjamin fig	27.97	10.49	210	12.62
Kaffir plum	18.89	7.08	110	5.66
Pear spp	16.78	6.29	499	32.79
Sycamore spp	14.00	5.25	220	27.25
California sycamore	12.34	4.63	292	40.42
White mulberry	11.99	4.50	87	8.28
Desert gum eucalyptus	11.92	4.47	85	8.37

VI. Avoided Runoff

Surface runoff can be a cause for concern in many urban areas as it can contribute pollution to streams, wetlands, rivers, lakes, and oceans. During precipitation events, some portion of the precipitation is intercepted by vegetation (trees and shrubs) while the other portion reaches the ground. The portion of the precipitation that reaches the ground and does not infiltrate into the soil becomes surface runoff (Hirabayashi 2012). In urban areas, the large extent of impervious surfaces increases the amount of surface runoff.

Urban trees and shrubs, however, are beneficial in reducing surface runoff. Trees and shrubs intercept precipitation, while their root systems promote infiltration and storage in the soil. The trees and shrubs of City of Carson help to reduce runoff by an estimated 1.18 million gallons a year with an associated value of $11 thousand (see Appendix I for more details). Avoided runoff is estimated based on local weather from the user-designated weather station. In City of Carson, the total annual precipitation in 2024 was 19.4 inches.

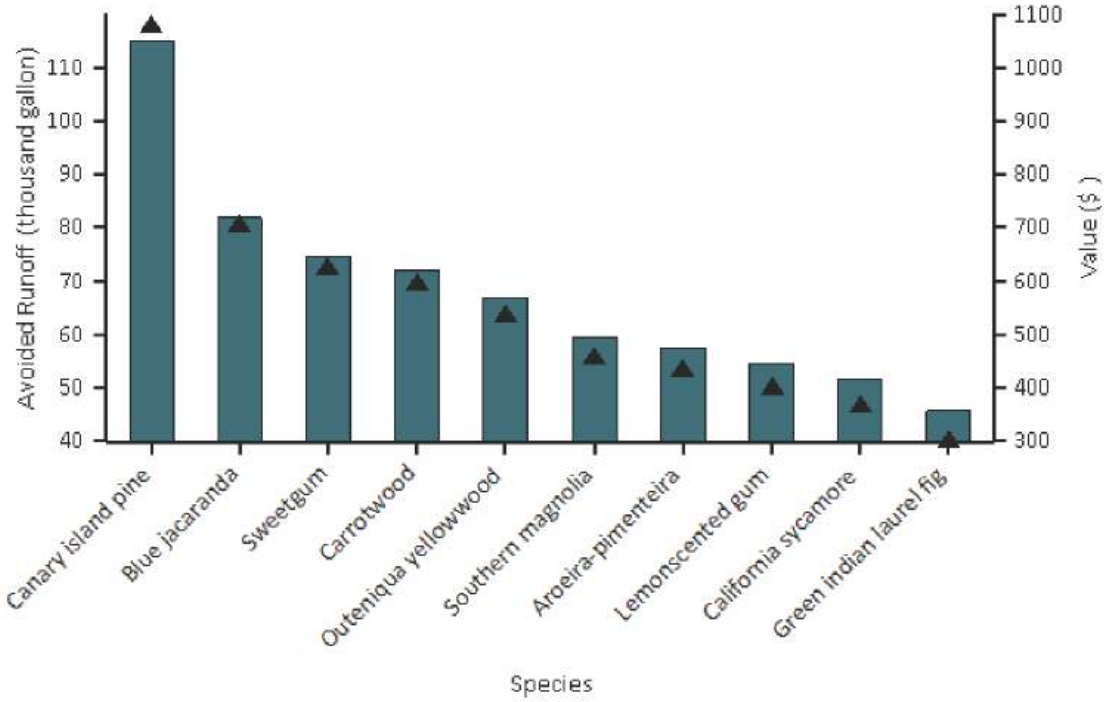


Figure 10. Avoided runoff (points) and value (bars) for species with greatest overall impact on runoff, City of Carson

VII. Trees and Building Energy Use

Trees affect energy consumption by shading buildings, providing evaporative cooling, and blocking winter winds. Trees tend to reduce building energy consumption in the summer months and can either increase or decrease building energy use in the winter months, depending on the location of trees around the building. Estimates of tree effects on energy use are based on field measurements of tree distance and direction to space conditioned residential buildings (McPherson and Simpson 1999).

Because energy-related data were not collected, energy savings and carbon avoided cannot be calculated.

Table 3. Annual energy savings due to trees near residential buildings, City of Carson

	Heating	*Cooling*	*Total*
MBTU[a]	0	N/A	0
MWH[b]	0	0	0
Carbon Avoided (pounds)	0	0	0

[a]MBTU - one million British Thermal Units

[b]MWH - megawatt-hour

Table 4. Annual savings [a]($) in residential energy expenditure during heating and cooling seasons, City of Carson

	Heating	*Cooling*	*Total*
MBTU[b]	0	N/A	0
MWH[c]	0	0	0
Carbon Avoided	0	0	0

[b]Based on the prices of $350.3 per MWH and $21.020000058842 per MBTU (see Appendix I for more details)

[c]MBTU - one million British Thermal Units

[c]MWH - megawatt-hour

[5] Trees modify climate, produce shade, and reduce wind speeds. Increased energy use or costs are likely due to these tree-building interactions creating a cooling effect during the winter season. For example, a tree (particularly evergreen species) located on the southern side of a residential building may produce a shading effect that causes increases in heating requirements.

VIII. Replacement and Functional Values

Urban forests have a replacement value based on the trees themselves (e.g., the cost of having to replace a tree with a similar tree); they also have functional values (either positive or negative) based on the functions the trees perform.

The replacement value of an urban forest tends to increase with a rise in the number and size of healthy trees (Nowak et al 2002a). Annual functional values also tend to increase with increased number and size of healthy trees. Through proper management, urban forest values can be increased; however, the values and benefits also can decrease as the amount of healthy tree cover declines.

Urban trees in City of Carson have the following replacement values:

- Replacement value: $94 million
- Carbon storage: $5.33 million

Urban trees in City of Carson have the following annual functional values:

- Carbon sequestration: $182 thousand
- Avoided runoff: $10.5 thousand
- Pollution removal: $64.3 thousand
- Energy costs and carbon emission values: $0

(Note: negative value indicates increased energy cost and carbon emission value)

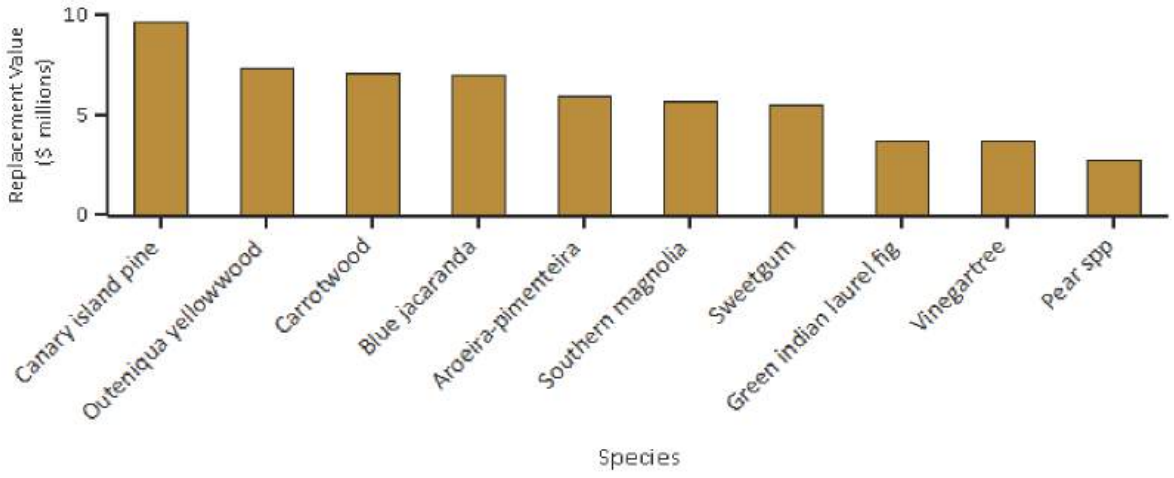


Figure 11. Tree species with the greatest replacement value, City of Carson

IX. Potential Pest Impacts

Various insects and diseases can infest urban forests, potentially killing trees and reducing the health, replacement value and sustainability of the urban forest. As pests tend to have differing tree hosts, the potential damage or risk of each pest will differ among cities.Fifty-three pests were analyzed for their potential impact and compared with pest range maps (Forest Health Technology Enterprise Team 2014) for the conterminous United States to determine their proximity to Los Angeles County. Nine of the fifty-three pests analyzed are located within the county. For a complete analysis of all pests, see Appendix VII.

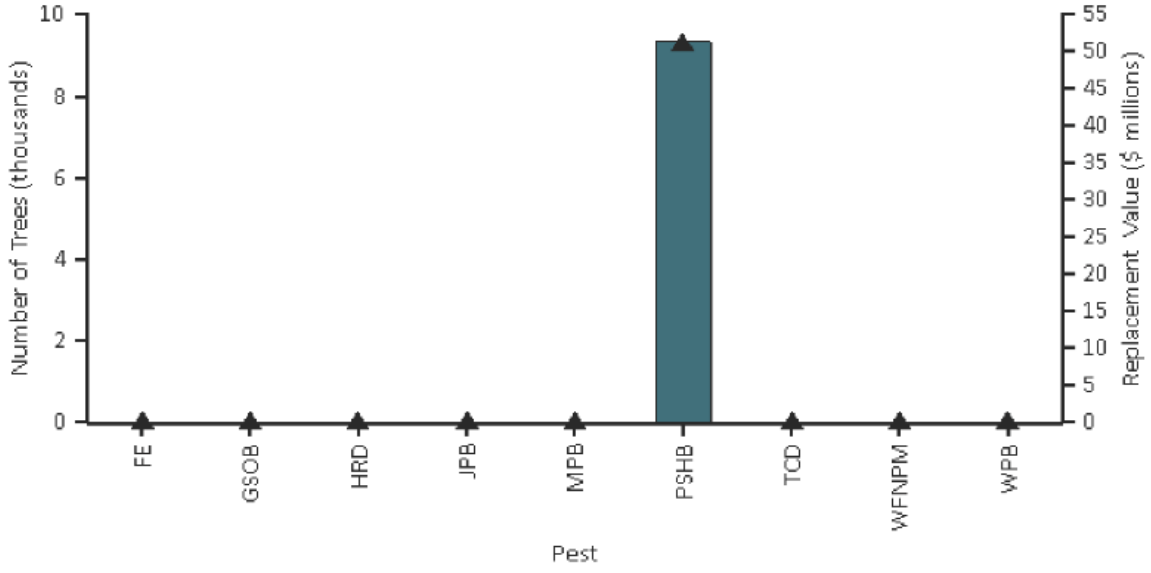


Figure 12. Number of trees at risk (points) and associated compensatory value (bars) for most threatening pests located in the county, City of Carson

One common pest of white fir, grand fir, and red fir trees is the fir engraver (FE) (Ferrell 1986). FE poses a threat to 0.0 percent of the City of Carson urban forest, which represents a potential loss of $0 in replacement value.

Infestations of the goldspotted oak borer (GSOB) (Society of American Foresters 2011) have been a growing problem in southern California. Potential loss of trees from GSOB is 0.1 percent ($44.3 thousand in replacement value).

Heterobasidion Root Disease (HRD) poses a threat to 0.0 percent of the City of Carson urban forest, which represents a potential loss of $0 in replacement value.

The Jeffrey pine beetle (JPB) (Smith et al 2009) is native to North America and is distributed across California, Nevada, and Oregon where its only host, Jeffrey pine, also occurs. This pest threatens 0.0 percent of the population, which represents a potential loss of $0 in replacement value.

Mountain pine beetle (MPB) (Gibson et al 2009) is a bark beetle that primarily attacks pine species in the western United States. MPB has the potential to affect 0.0 percent of the population ($0 in replacement value).

Polyphagous shot hole borer (PSHB) (University of California 2014) is a boring beetle that was first detected in California. City of Carson could possibly lose 57.0 percent of its trees to this pest ($51.3 million in replacement value).

Thousand canker disease (TCD) (Cranshaw and Tisserat 2009; Seybold et al 2010) is an insect-disease complex that kills several species of walnuts, including black walnut. Potential loss of trees from TCD is 0.0 percent ($0 in replacement value).

Western Five-Needle Pine Mortality (WFNPM) poses a threat to 0.0 percent of the City of Carson urban forest, which represents a potential loss of $0 in replacement value.

The western pine beetle (WPB) (DeMars and Roettgering 1982) is a bark beetle and aggressive attacker of ponderosa and Coulter pines. This pest threatens 0.0 percent of the population, which represents a potential loss of $0 in replacement value.

Appendix I. i-Tree Eco Model and Field Measurements

i-Tree Eco is designed to use standardized field data and local hourly air pollution and meteorological data to quantify urban forest structure and its numerous effects (Nowak and Crane 2000), including:

- Urban forest structure (e.g., species composition, tree health, leaf area, etc.).
- Amount of pollution removed hourly by the urban forest, and its associated percent air quality improvement throughout a year.
- Total carbon stored and net carbon annually sequestered by the urban forest.
- Effects of trees on building energy use and consequent effects on carbon dioxide emissions from power sources.
- Replacement value of the forest, as well as the value for air pollution removal and carbon storage and sequestration.
- Potential impact of infestations by pests, such as Asian longhorned beetle, emerald ash borer, spongy moth, and Dutch elm disease.

Typically, all field data are collected during the leaf-on season to properly assess tree canopies. Typical data collection (actual data collection may vary depending upon the user) includes land use, ground and tree cover, individual tree attributes of species, stem diameter, height, crown width, crown canopy missing and dieback, and distance and direction to residential buildings (Nowak et al 2005; Nowak et al 2008).

During data collection, trees are identified to the most specific taxonomic classification possible. Trees that are not classified to the species level may be classified by genus (e.g., ash) or species groups (e.g., hardwood). In this report, tree species, genera, or species groups are collectively referred to as tree species.

Tree Characteristics:

Leaf area of trees was assessed using measurements of crown dimensions and percentage of crown canopy missing. In the event that these data variables were not collected, they are estimated by the model.

An analysis of invasive species is not available for studies outside of the United States. For the U.S., invasive species are identified using an invasive species list (California Invasive Species Advisory Committee 2010)for the state in which the urban forest is located. These lists are not exhaustive and they cover invasive species of varying degrees of invasiveness and distribution. In instances where a state did not have an invasive species list, a list was created based on the lists of the adjacent states. Tree species that are identified as invasive by the state invasive species list are cross-referenced with native range data. This helps eliminate species that are on the state invasive species list, but are native to the study area.

Air Pollution Removal:

Pollution removal is calculated for ozone, sulfur dioxide, nitrogen dioxide, carbon monoxide, particulate matter less than 2.5 microns, and particulate matter less than 10 microns and greater than 2.5 microns. PM2.5 is generally more relevant in discussions concerning air pollution effects on human health.

Air pollution removal estimates are derived from calculated hourly tree-canopy resistances for ozone, and sulfur and nitrogen dioxides based on a hybrid of big-leaf and multi-layer canopy deposition models (Baldocchi 1988; Baldocchi et al 1987). As the removal of carbon monoxide and particulate matter by vegetation is not directly related to transpiration, removal rates (deposition velocities) for these pollutants were based on average measured values from the literature (Bidwell and Fraser 1972; Lovett 1994) that were adjusted depending on leaf phenology and leaf area. Particulate removal incorporated a 50 percent resuspension rate of particles back to the atmosphere (Zinke 1967). Recent updates (2011) to air quality modeling are based on improved leaf area index simulations, weather and

pollution processing and interpolation, and updated pollutant monetary values (Hirabayashi et al 2011; Hirabayashi et al 2012; Hirabayashi 2011).

Trees remove PM2.5 and PM10* when particulate matter is deposited on leaf surfaces (Nowak et al 2013). This deposited PM2.5 and PM10* can be resuspended to the atmosphere or removed during rain events and dissolved or transferred to the soil. This combination of events can lead to positive or negative pollution removal and value depending on various atmospheric factors. Generally, PM2.5 and PM10* removal is positive with positive benefits. However, there are some cases when net removal is negative or resuspended particles lead to increased pollution concentrations and negative values. During some months (e.g., with no rain), trees resuspend more particles than they remove. Resuspension can also lead to increased overall PM2.5 and PM10* concentrations if the boundary layer conditions are lower during net resuspension periods than during net removal periods. Since the pollution removal value is based on the change in pollution concentration, it is possible to have situations when trees remove PM2.5 and PM10* but increase concentrations and thus have negative values during periods of positive overall removal. These events are not common, but can happen.

For reports in the United States, default air pollution removal value is calculated based on local incidence of adverse health effects and national median externality costs. The number of adverse health effects and associated economic value is calculated for ozone, sulfur dioxide, nitrogen dioxide, and particulate matter less than 2.5 microns using data from the U.S. Environmental Protection Agency's Environmental Benefits Mapping and Analysis Program (BenMAP) (Nowak et al 2014). The model uses a damage-function approach that is based on the local change in pollution concentration and population. National median externality costs were used to calculate the value of carbon monoxide removal (Murray et al 1994).

For international reports, user-defined local pollution values are used. For international reports that do not have local values, estimates are based on either European median externality values (van Essen et al 2011) or BenMAP regression equations (Nowak et al 2014) that incorporate user-defined population estimates. Values are then converted to local currency with user-defined exchange rates.

For this analysis, pollution removal value is calculated based on the prices of $1,858 per ton (carbon monoxide), $5,443 per ton (ozone), $939 per ton (nitrogen dioxide), $354 per ton (sulfur dioxide), $289,582 per ton (particulate matter less than 2.5 microns), $8,733 per ton (particulate matter less than 10 microns and greater than 2.5 microns).

Carbon Storage and Sequestration:

Carbon storage is the amount of carbon bound up in the above-ground and below-ground parts of woody vegetation. To calculate current carbon storage, biomass for each tree was calculated using equations from the literature and measured tree data. Open-grown, maintained trees tend to have less biomass than predicted by forest-derived biomass equations (Nowak 1994). To adjust for this difference, biomass results for open-grown urban trees were multiplied by 0.8. No adjustment was made for trees found in natural stand conditions. Tree dry-weight biomass was converted to stored carbon by multiplying by 0.5.

Carbon sequestration is the removal of carbon dioxide from the air by plants. To estimate the gross amount of carbon sequestered annually, average diameter growth from the appropriate genera and diameter class and tree condition was added to the existing tree diameter (year x) to estimate tree diameter and carbon storage in year x+1.

Carbon storage and carbon sequestration values are based on estimated or customized local carbon values. For international reports that do not have local values, estimates are based on the carbon value for the United States (U.S. Environmental Protection Agency 2015, Interagency Working Group on Social Cost of Carbon 2015) and converted to local currency with user-defined exchange rates.

For this analysis, carbon storage and carbon sequestration values are calculated based on $433 per ton.

Oxygen Production:

The amount of oxygen produced is estimated from carbon sequestration based on atomic weights: net O2 release (kg/yr) = net C sequestration (kg/yr) × 32/12. To estimate the net carbon sequestration rate, the amount of carbon sequestered as a result of tree growth is reduced by the amount lost resulting from tree mortality. Thus, net carbon sequestration and net annual oxygen production of the urban forest account for decomposition (Nowak et al 2007). For complete inventory projects, oxygen production is estimated from gross carbon sequestration and does not account for decomposition.

Avoided Runoff:

Annual avoided surface runoff is calculated based on rainfall interception by vegetation, specifically the difference between annual runoff with and without vegetation. Although tree leaves, branches, and bark may intercept precipitation and thus mitigate surface runoff, only the precipitation intercepted by leaves is accounted for in this analysis.

The value of avoided runoff is based on estimated or user-defined local values. For international reports that do not have local values, the national average value for the United States is utilized and converted to local currency with user-defined exchange rates. The U.S. value of avoided runoff is based on the U.S. Forest Service's Community Tree Guide Series (McPherson et al 1999; 2000; 2001; 2002; 2003; 2004; 2006a; 2006b; 2006c; 2007; 2010; Peper et al 2009; 2010; Vargas et al 2007a; 2007b; 2008).

For this analysis, avoided runoff value is calculated based on the price of $0.01 per gallon.

Building Energy Use:

If appropriate field data were collected, seasonal effects of trees on residential building energy use were calculated based on procedures described in the literature (McPherson and Simpson 1999) using distance and direction of trees from residential structures, tree height and tree condition data. To calculate the monetary value of energy savings, local or custom prices per MWH or MBTU are utilized.

For this analysis, energy saving value is calculated based on the prices of $350.30 per MWH and $21.02 per MBTU.

Replacement Values:

Replacement value is the value of a tree based on the physical resource itself (e.g., the cost of having to replace a tree with a similar tree). Replacement values were based on valuation procedures of the Council of Tree and Landscape Appraisers, which uses tree species, diameter, condition, and location information (Nowak et al 2002a; 2002b). Replacement value may not be included for international projects if there is insufficient local data to complete the valuation procedures.

Potential Pest Impacts:

The complete potential pest risk analysis is not available for studies outside of the United States. The number of trees at risk to the pests analyzed is reported, though the list of pests is based on known insects and disease in the United States.

For the U.S., potential pest risk is based on pest range maps and the known pest host species that are likely to experience mortality. Pest range maps for 2012 from the Forest Health Technology Enterprise Team (FHTET) (Forest Health Technology Enterprise Team 2014) were used to determine the proximity of each pest to the county in which

the urban forest is located. For the county, it was established whether the insect/disease occurs within the county, is within 250 miles of the county edge, is between 250 and 750 miles away, or is greater than 750 miles away. FHTET did not have pest range maps for Dutch elm disease and chestnut blight. The range of these pests was based on known occurrence and the host range, respectively (Eastern Forest Environmental Threat Assessment Center; Worrall 2007).

Relative Tree Effects:

The relative value of tree benefits reported in Appendix II is calculated to show what carbon storage and sequestration, and air pollutant removal equate to in amounts of municipal carbon emissions, passenger automobile emissions, and house emissions.

Municipal carbon emissions are based on 2010 U.S. per capita carbon emissions (Carbon Dioxide Information Analysis Center 2010). Per capita emissions were multiplied by city population to estimate total city carbon emissions.

Light duty vehicle emission rates (g/mi) for CO, NOx, VOCs, PM10, SO2 for 2010 (Bureau of Transportation Statistics 2010; Heirigs et al 2004), PM2.5 for 2011-2015 (California Air Resources Board 2013), and CO2 for 2011 (U.S. Environmental Protection Agency 2010) were multiplied by average miles driven per vehicle in 2011 (Federal Highway Administration 2013) to determine average emissions per vehicle.

Household emissions are based on average electricity kWh usage, natural gas Btu usage, fuel oil Btu usage, kerosene Btu usage, LPG Btu usage, and wood Btu usage per household in 2009 (Energy Information Administration 2013; Energy Information Administration 2014)

- CO2, SO2, and NOx power plant emission per KWh are from Leonardo Academy 2011. CO emission per kWh assumes 1/3 of one percent of C emissions is CO based on Energy Information Administration 1994. PM10 emission per kWh from Layton 2004.
- CO2, NOx, SO2, and CO emission per Btu for natural gas, propane and butane (average used to represent LPG), Fuel #4 and #6 (average used to represent fuel oil and kerosene) from Leonardo Academy 2011.
- CO2 emissions per Btu of wood from Energy Information Administration 2014.
- CO, NOx and SOx emission per Btu based on total emissions and wood burning (tons) from (British Columbia Ministry 2005; Georgia Forestry Commission 2009).

Appendix II. Relative Tree Effects

The urban forest in City of Carson provides benefits that include carbon storage and sequestration, and air pollutant removal. To estimate the relative value of these benefits, tree benefits were compared to estimates of average municipal carbon emissions, average passenger automobile emissions, and average household emissions. See Appendix I for methodology.

Carbon storage is equivalent to:

- Amount of carbon emitted in City of Carson in 9 days
- Annual carbon (C) emissions from 8,710 automobiles
- Annual C emissions from 3,570 single-family houses

Carbon monoxide removal is equivalent to:

- Annual carbon monoxide emissions from 2 automobiles
- Annual carbon monoxide emissions from 6 single-family houses

Nitrogen dioxide removal is equivalent to:

- Annual nitrogen dioxide emissions from 165 automobiles
- Annual nitrogen dioxide emissions from 74 single-family houses

Sulfur dioxide removal is equivalent to:

- Annual sulfur dioxide emissions from 438 automobiles
- Annual sulfur dioxide emissions from 1 single-family houses

Annual carbon sequestration is equivalent to:

- Amount of carbon emitted in City of Carson in 0.3 days
- Annual C emissions from 297 automobiles
- Annual C emissions from 122 single-family houses

Appendix III. Comparison of Urban Forests

A common question asked is, "How does this city compare to other cities?" Although comparison among cities should be made with caution as there are many attributes of a city that affect urban forest structure and functions, summary data are provided from other cities analyzed using the i-Tree Eco model.

I. City totals for trees

City	% Tree Cover	Number of Trees	Carbon Storage (tons)	Carbon Sequestration (tons/yr)	Pollution Removal (tons/yr)
Toronto, ON, Canada	26.6	10,220,000	1,221,000	51,500	2,099
Atlanta, GA	36.7	9,415,000	1,344,000	46,400	1,663
Los Angeles, CA	11.1	5,993,000	1,269,000	77,000	1,975
New York, NY	20.9	5,212,000	1,350,000	42,300	1,676
London, ON, Canada	24.7	4,376,000	396,000	13,700	408
Chicago, IL	17.2	3,585,000	716,000	25,200	888
Phoenix, AZ	9.0	3,166,000	315,000	32,800	563
Baltimore, MD	21.0	2,479,000	570,000	18,400	430
Philadelphia, PA	15.7	2,113,000	530,000	16,100	575
Washington, DC	28.6	1,928,000	525,000	16,200	418
Oakville, ON , Canada	29.1	1,908,000	147,000	6,600	190
Albuquerque, NM	14.3	1,846,000	332,000	10,600	248
Boston, MA	22.3	1,183,000	319,000	10,500	283
Syracuse, NY	26.9	1,088,000	183,000	5,900	109
Woodbridge, NJ	29.5	986,000	160,000	5,600	210
Minneapolis, MN	26.4	979,000	250,000	8,900	305
San Francisco, CA	11.9	668,000	194,000	5,100	141
Morgantown, WV	35.5	658,000	93,000	2,900	72
Moorestown, NJ	28.0	583,000	117,000	3,800	118
Hartford, CT	25.9	568,000	143,000	4,300	58
Jersey City, NJ	11.5	136,000	21,000	890	41
Casper, WY	8.9	123,000	37,000	1,200	37
Freehold, NJ	34.4	48,000	20,000	540	22

II. Totals per acre of land area

City	Number of Trees/ac	Carbon Storage (tons/ac)	Carbon Sequestration (tons/ac/yr)	Pollution Removal (lb/ac/yr)
Toronto, ON, Canada	64.9	7.8	0.33	26.7
Atlanta, GA	111.6	15.9	0.55	39.4
Los Angeles, CA	19.6	4.2	0.16	13.1
New York, NY	26.4	6.8	0.21	17.0
London, ON, Canada	75.1	6.8	0.24	14.0
Chicago, IL	24.2	4.8	0.17	12.0
Phoenix, AZ	12.9	1.3	0.13	4.6
Baltimore, MD	48.0	11.1	0.36	16.6
Philadelphia, PA	25.1	6.3	0.19	13.6
Washington, DC	49.0	13.3	0.41	21.2
Oakville, ON , Canada	78.1	6.0	0.27	11.0
Albuquerque, NM	21.8	3.9	0.12	5.9
Boston, MA	33.5	9.1	0.30	16.1
Syracuse, NY	67.7	10.3	0.34	13.6
Woodbridge, NJ	66.5	10.8	0.38	28.4
Minneapolis, MN	26.2	6.7	0.24	16.3
San Francisco, CA	22.5	6.6	0.17	9.5
Morgantown, WV	119.2	16.8	0.52	26.0
Moorestown, NJ	62.1	12.4	0.40	25.1
Hartford, CT	50.4	12.7	0.38	10.2
Jersey City, NJ	14.4	2.2	0.09	8.6
Casper, WY	9.1	2.8	0.09	5.5
Freehold, NJ	38.3	16.0	0.44	35.3

Appendix IV. General Recommendations for Air Quality Improvement

Urban vegetation can directly and indirectly affect local and regional air quality by altering the urban atmosphere environment. Four main ways that urban trees affect air quality are (Nowak 1995):

- Temperature reduction and other microclimate effects
- Removal of air pollutants
- Emission of volatile organic compounds (VOC) and tree maintenance emissions
- Energy effects on buildings

The cumulative and interactive effects of trees on climate, pollution removal, and VOC and power plant emissions determine the impact of trees on air pollution. Cumulative studies involving urban tree impacts on ozone have revealed that increased urban canopy cover, particularly with low VOC emitting species, leads to reduced ozone concentrations in cities (Nowak 2000). Local urban management decisions also can help improve air quality.

Urban forest management strategies to help improve air quality include (Nowak 2000):

Strategy	*Result*
Increase the number of healthy trees	Increase pollution removal
Sustain existing tree cover	Maintain pollution removal levels
Maximize use of low VOC-emitting trees	Reduces ozone and carbon monoxide formation
Sustain large, healthy trees	Large trees have greatest per-tree effects
Use long-lived trees	Reduce long-term pollutant emissions from planting and removal
Use low maintenance trees	Reduce pollutants emissions from maintenance activities
Reduce fossil fuel use in maintaining vegetation	Reduce pollutant emissions
Plant trees in energy conserving locations	Reduce pollutant emissions from power plants
Plant trees to shade parked cars	Reduce vehicular VOC emissions
Supply ample water to vegetation	Enhance pollution removal and temperature reduction
Plant trees in polluted or heavily populated areas	Maximizes tree air quality benefits
Avoid pollutant-sensitive species	Improve tree health
Utilize evergreen trees for particulate matter	Year-round removal of particles

Appendix V. Invasive Species of the Urban Forest

The following inventoried tree species were listed as invasive on the California invasive species list (California Invasive Species Advisory Committee 2010):

Species Name[a]	*Number of Trees*	*% of Trees*	*Leaf Area (ac)*	*Percent Leaf Area*
Punk tree	26	0.2	2.3	0.2
California peppertree	14	0.1	1.1	0.1
Chinese tallowtree	10	0.1	0.8	0.1
Blue gum eucalyptus	4	0.0	2.4	0.2
Total	**54**	**0.33**	**6.65**	**0.65**

[a]Species are determined to be invasive if they are listed on the state's invasive species list

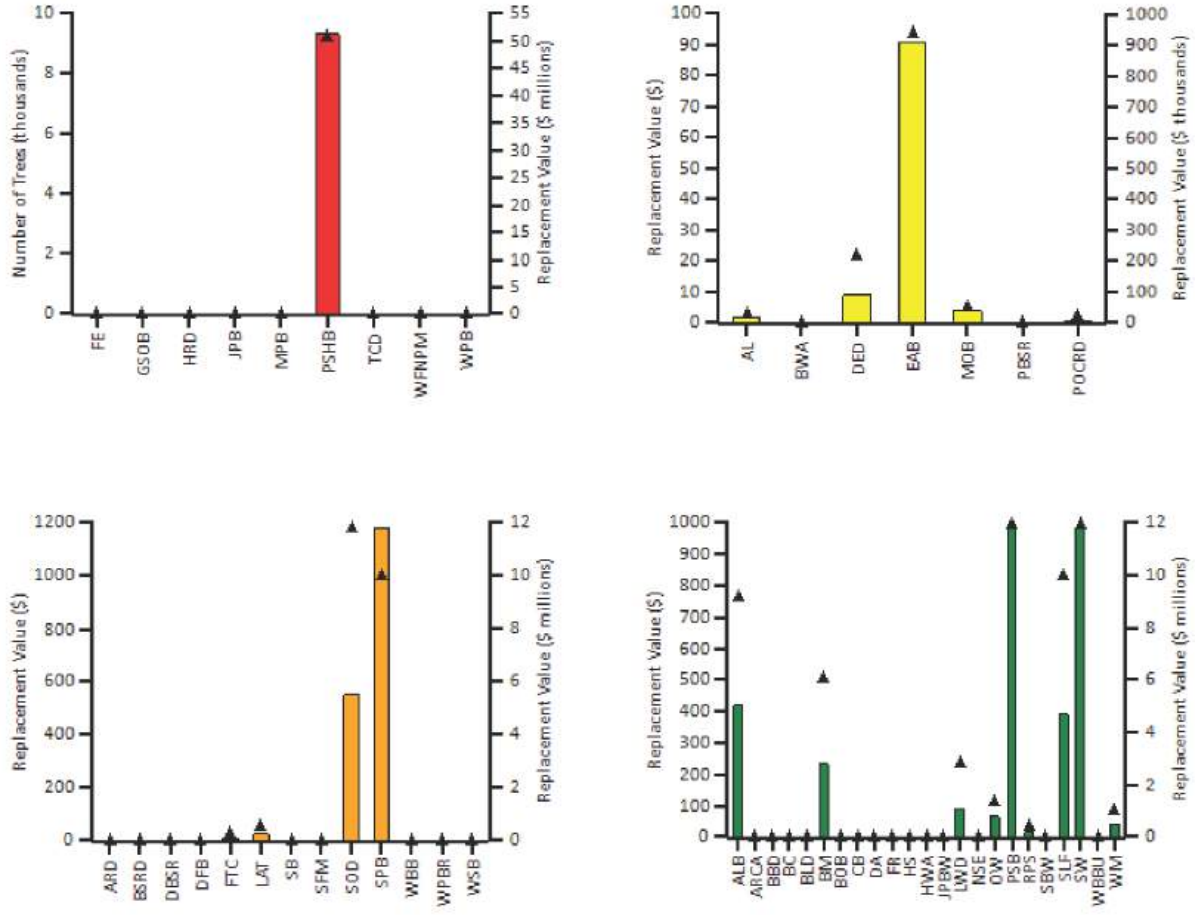
Appendix VI. Potential Risk of Pests

Fifty-three insects and diseases were analyzed to quantify their potential impact on the urban forest. As each insect/ disease is likely to attack different host tree species, the implications for {0} will vary. The number of trees at risk reflects only the known host species that are likely to experience mortality.

Code	Scientific Name	Common Name	Trees at Risk (#)	Value ($ millions)
AL	Phyllocnistis populiella	Aspen Leafminer	3	0.01
ALB	Anoplophora glabripennis	Asian Longhorned Beetle	762	5.05
ARCA	Neodothiora populina	Aspen Running Canker	0	0.00
ARD	Armillaria spp.	Armillaria Root Disease	1	0.01
BBD	Neonectria faginata	Beech Bark Disease	0	0.00
BC	Ophiognomonia clavigignenti-juglandacearum	Butternut Canker	0	0.00
BLD	Litylenchus crenatae mccannii	Beech Leaf Disease	0	0.00
BM	Euproctis chrysorrhoea	Browntail Moth	504	2.81
BOB	Tubakia iowensis	Bur Oak Blight	0	0.00
BSRD	Leptographium wageneri	Black Stain Root Disease	0	0.00
BWA	Adelges piceae	Balsam Woolly Adelgid	0	0.00
CB	Cryphonectria parasitica	Chestnut Blight	0	0.00
DA	Discula destructiva	Dogwood Anthracnose	0	0.00
DBSR	Leptographium wageneri var. pseudotsugae	Douglas-fir Black Stain Root Disease	0	0.00
DED	Ophiostoma novo-ulmi	Dutch Elm Disease	22	0.09
DFB	Dendroctonus pseudotsugae	Douglas-Fir Beetle	0	0.00
EAB	Agrilus planipennis	Emerald Ash Borer	94	0.91
FE	Scolytus ventralis	Fir Engraver	0	0.00
FR	Cronartium quercuum f. sp. Fusiforme	Fusiform Rust	0	0.00
FTC	Malacosoma disstria	Forest Tent Caterpillar	25	0.09
GSOB	Agrilus auroguttatus	Goldspotted Oak Borer	9	0.04
HRD	Heterobasidion irregulare/ occidentale	Heterobasidion Root Disease	0	0.00
HS	Neodiprion tsugae	Hemlock Sawfly	0	0.00
HWA	Adelges tsugae	Hemlock Woolly Adelgid	0	0.00
JPB	Dendroctonus jeffreyi	Jeffrey Pine Beetle	0	0.00
JPBW	Choristoneura pinus	Jack Pine Budworm	0	0.00
LAT	Choristoneura conflictana	Large Aspen Tortrix	56	0.24
LWD	Raffaelea lauricola	Laurel Wilt	237	1.08
MOB	Xyleborus monographus	Mediterranean Oak Borer	5	0.04
MPB	Dendroctonus ponderosae	Mountain Pine Beetle	0	0.00
NSE	Ips perturbatus	Northern Spruce Engraver	0	0.00
OW	Bretziella fagacearum	Oak Wilt	112	0.78
PBSR	Leptographium wageneri var. ponderosum	Pine Black Stain Root Disease	0	0.00
POCRD	Phytophthora lateralis	Port-Orford-Cedar Root Disease	2	0.01
PSB	Tomicus piniperda	Pine Shoot Beetle	997	11.82

Code	Scientific Name	Common Name	Trees at Risk (#)	Value ($ millions)
PSHB	Euwallacea nov. sp.	Polyphagous Shot Hole Borer	9,252	51.34
RPS	Matsucoccus resinosae	Red Pine Scale	35	0.17
SB	Dendroctonus rufipennis	Spruce Beetle	0	0.00
SBW	Choristoneura fumiferana	Spruce Budworm	0	0.00
SFM	subalpine fir mortality summary	Subalpine Fir Mortality	0	0.00
SLF	Lycorma delicatula	Spotted Lanternfly	834	4.71
SOD	Phytophthora ramorum	Sudden Oak Death	1,182	5.51
SPB	Dendroctonus frontalis	Southern Pine Beetle	997	11.82
SW	Sirex noctilio	Sirex Wood Wasp	997	11.82
TCD	Geosmithia morbida	Thousand Canker Disease	0	0.00
WBB	Dryocoetes confusus	Western Balsam Bark Beetle	0	0.00
WBBU	Acleris gloverana	Western Blackheaded Budworm	0	0.00
WFNPM	western five-needle pine mortality summary	Western Five-Needle Pine Mortality	0	0.00
WM	Operophtera brumata	Winter Moth	83	0.48
WPB	Dendroctonus brevicomis	Western Pine Beetle	0	0.00
WPBR	Cronartium ribicola	White Pine Blister Rust	0	0.00
WSB	Choristoneura occidentalis	Western Spruce Budworm	0	0.00

In the following graph, the pests are color coded according to the county's proximity to the pest occurrence in the United States. Red indicates that the pest is within the county; orange indicates that the pest is within 250 miles of the county; yellow indicates that the pest is within 750 miles of the county; and green indicates that the pest is outside of these ranges.



Note: points - Number of trees, bars - Replacement value

Based on the host tree species for each pest and the current range of the pest (Forest Health Technology Enterprise Team 2014), it is possible to determine what the risk is that each tree species in the urban forest could be attacked by an insect or disease.

Spp. Risk	Risk Weight	Species Name	AL	ALB	ARCA	ARD	BBD	BC	BLD	BM	BOB	BSRD	BWA	CB	DA	DBSR	DED	DFB	EAB	FE	FR	FTC	GSOB	HRD	HS	HWA	JPB	JPBW	LAT	LWD	MOB	MPB	NSE	OW	PBSR
	13	Coastal live oak																																	
	11	Willow spp																																	
	10	Engelmann oak																																	
	10	Arroyo willow																																	
	9	European white birch																																	
	8	Camphor tree																																	
	8	Holly oak																																	
	7	Velvet ash																																	
	7	White alder																																	
	6	Shamel ash																																	
	6	Japanese black pine																																	
	6	Persian silk tree																																	
	6	Cottonwood spp																																	
	6	Peach																																	
	6	Trident maple																																	
	6	Live oak																																	
	5	Canary island pine																																	
	5	Chinese elm																																	
	5	Aleppo pine																																	
	5	White mulberry																																	
	5	Chinese juniper																																	
	5	Italian stone pine																																	
	5	Afghan pine																																	
	5	Avocado																																	
	5	Monterey pine																																	
	5	Japanese zelkova																																	
	5	Common fig																																	
	5	Cork oak																																	
	5	Pagoda tree																																	
	5	Chinaberry																																	
	5	Fremont cottonwood																																	
	5	Japanese flowering cherry																																	
	4	Blue jacaranda																																	
	4	Carrotwood																																	
	4	Outeniqua yellowwood																																	
	4	Sweetgum																																	
	4	Mexican fan palm																																	
	4	Southern magnolia																																	
	4	Chinese pistache																																	

Spp. Risk	Risk Weight	Species Name	AL	ALB	ARCA	ARD	BBD	BC	BLD	BM	BOB	BSRD	BWA	CB	DA	DBSR	DED	DFB	EAB	FE	FR	FTC	GSOB	HRD	HS	HWA	JPB	JPBW	LAT	LWD	MOB	MPB	NSE	OW	PBSR
	4	California sycamore																																	
	4	Benjamin fig																																	
	4	Chinese flame tree																																	
	4	Gold medallion tree																																	
	4	King palm																																	
	4	Carolina laurelcherry																																	
	4	Kaffir plum																																	
	4	Mountain ebony																																	
	4	Kaffirboom coral tree																																	
	4	Callery pear																																	
	4	California palm																																	
	4	Silk floss tree																																	
	4	Kurrajong																																	
	4	Strawberry tree																																	
	4	Sliver dollar eucalyptus																																	
	4	Victorian box																																	
	4	Naked coral tree																																	
	4	Illwarra Flame Tree																																	
	4	Siberian elm																																	
	4	Chinese fringe tree																																	
	4	Loquat tree																																	
	4	Weeping bottlebrush																																	
	4	Red gum eucalyptus																																	
	4	California peppertree																																	
	4	Olive																																	
	4	Common guava																																	
	4	Chinese tallowtree																																	
	4	Kentia palm																																	
	4	Goldenrain tree																																	
	4	Moreton bay fig																																	
	4	Pride of bolivia																																	
	4	Maple spp																																	
	4	Sweetshade																																	
	4	Carob																																	
	4	Blackwood																																	
	4	Lemon																																	
	4	Honeylocust																																	
	4	ice cream bean tree																																	
	4	Babylon weeping willow																																	
	4	Cape chesnut																																	
	4	River she-oak																																	
	4	Coral gum																																	
	4	Saucer magnolia																																	

Spp. Risk	Risk Weight	Species Name	AL	ALB	ARCA	ARD	BBD	BC	BLD	BM	BOB	BSRD	BWA	CB	DA	DBSR	DED	DFB	EAB	FE	FR	FTC	GSOB	HRD	HS	HWA	JPB	JPBW	LAT	LWD	MOB	MPB	NSE	OW	PBSR
	3	Vinegartree																																	
	3	Pear spp																																	
	3	Bay laurel																																	
	3	Coast redwood																																	
	3	Silver maple																																	
	3	Northern white cedar																																	
	3	Incense cedar																																	
	3	Citrus spp																																	
	2	English walnut																																	
	1	Glossy privet																																	
	1	Northern hackberry																																	
	1	Oriental arborvitae																																	
	1	Apricot																																	
	1	Common plum																																	
	1	Black locust																																	

Spp. Risk	Risk Weight	Species Name	POCRD	PSB	PSHB	RPS	SB	SBW	SFM	SLF	SOD	SPB	SW	TCD	WBB	WBBU	WFNPM	WM	WPB	WPBR	WSB
	13	Coastal live oak																			
	11	Willow spp																			
	10	Engelmann oak																			
	10	Arroyo willow																			
	9	European white birch																			
	8	Camphor tree																			
	8	Holly oak																			
	7	Velvet ash																			
	7	White alder																			
	6	Shamel ash																			
	6	Japanese black pine																			
	6	Persian silk tree																			
	6	Cottonwood spp																			
	6	Peach																			
	6	Trident maple																			
	6	Live oak																			
	5	Canary island pine																			
	5	Chinese elm																			
	5	Aleppo pine																			
	5	White mulberry																			
	5	Chinese juniper																			
	5	Italian stone pine																			
	5	Afghan pine																			
	5	Avocado																			
	5	Monterey pine																			
	5	Japanese zelkova																			
	5	Common fig																			
	5	Cork oak																			

Spp. Risk	Risk Weight	Species Name	POCRD	PSB	PSHB	RPS	SB	SBW	SFM	SLF	SOD	SPB	SW	TCD	WBB	WBBU	WFNPM	WM	WPB	WPBR	WSB
	5	Pagoda tree																			
	5	Chinaberry																			
	5	Fremont cottonwood																			
	5	Japanese flowering cherry																			
	4	Blue jacaranda																			
	4	Carrotwood																			
	4	Outeniqua yellowwood																			
	4	Sweetgum																			
	4	Mexican fan palm																			
	4	Southern magnolia																			
	4	Chinese pistache																			
	4	California sycamore																			
	4	Benjamin fig																			
	4	Chinese flame tree																			
	4	Gold medallion tree																			
	4	King palm																			
	4	Carolina laurelcherry																			
	4	Kaffir plum																			
	4	Mountain ebony																			
	4	Kaffirboom coral tree																			
	4	Callery pear																			
	4	California palm																			
	4	Silk floss tree																			
	4	Kurrajong																			
	4	Strawberry tree																			
	4	Sliver dollar eucalyptus																			
	4	Victorian box																			
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	4	Illwarra Flame Tree																			
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	4	Weeping bottlebrush																			
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	4	Olive																			
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	4	Kentia palm																			
	4	Goldenrain tree																			
	4	Moreton bay fig																			
	4	Pride of bolivia																			

Spp. Risk	Risk Weight	Species Name	POCRD	PSB	PSHB	RPS	SB	SBW	SFM	SLF	SOD	SPB	SW	TCD	WBB	WBBU	WFNPM	WM	WPB	WPBR	WSB
	4	Maple spp																			
	4	Sweetshade																			
	4	Carob																			
	4	Blackwood																			
	4	Lemon																			
	4	Honeylocust																			
	4	ice cream bean tree																			
	4	Babylon weeping willow																			
	4	Cape chesnut																			
	4	River she-oak																			
	4	Coral gum																			
	4	Saucer magnolia																			
	3	Vinegartree																			
	3	Pear spp																			
	3	Bay laurel																			
	3	Coast redwood																			
	3	Silver maple																			
	3	Northern white cedar																			
	3	Incense cedar																			
	3	Citrus spp																			
	2	English walnut																			
	1	Glossy privet																			
	1	Northern hackberry																			
	1	Oriental arborvitae																			
	1	Apricot																			
	1	Common plum																			
	1	Black locust																			

Note:
Species that are not listed in the matrix are not known to be hosts to any of the pests analyzed.

Species Risk:

- Red indicates that tree species is at risk to at least one pest within county
- Orange indicates that tree species has no risk to pests in county, but has a risk to at least one pest within 250 miles from the county
- Yellow indicates that tree species has no risk to pests within 250 miles of county, but has a risk to at least one pest that is 250 and 750 miles from the county
- Green indicates that tree species has no risk to pests within 750 miles of county, but has a risk to at least one pest that is greater than 750 miles from the county

Risk Weight:
Numerical scoring system based on sum of points assigned to pest risks for species. Each pest that could attack tree species is scored as 4 points if red, 3 points if orange, 2 points if yellow and 1 point if green.

Pest Color Codes:

- Red indicates pest is within Los Angeles county
- Red indicates pest is within 250 miles county
- Yellow indicates pest is within 750 miles of Los Angeles county
- Green indicates pest is outside of these ranges

References

Abdollahi, K.K.; Ning, Z.H.; Appeaning, A., eds. 2000. Global climate change and the urban forest. Baton Rouge, LA: GCRCC and Franklin Press. 77 p.

Baldocchi, D. 1988. A multi-layer model for estimating sulfur dioxide deposition to a deciduous oak forest canopy. Atmospheric Environment. 22: 869-884.

Baldocchi, D.D.; Hicks, B.B.; Camara, P. 1987. A canopy stomatal resistance model for gaseous deposition to vegetated surfaces. Atmospheric Environment. 21: 91-101.

Bidwell, R.G.S.; Fraser, D.E. 1972. Carbon monoxide uptake and metabolism by leaves. Canadian Journal of Botany. 50: 1435-1439.

British Columbia Ministry of Water, Land, and Air Protection. 2005. Residential wood burning emissions in British Columbia. British Columbia.

Broecker, W.S. 1970. Man's oxygen reserve. Science 168(3939): 1537-1538.

Bureau of Transportation Statistics. 2010. Estimated National Average Vehicle Emissions Rates per Vehicle by Vehicle Type using Gasoline and Diesel. Washington, DC: Burea of Transportation Statistics, U.S. Department of Transportation. Table 4-43.

California Air Resources Board. 2013. Methods to Find the Cost-Effectiveness of Funding Air Quality Projects. Table 3 Average Auto Emission Factors. CA: California Environmental Protection Agency, Air Resources Board.

California Invasive Species Advisory Committee. 2010. The California Invasive Species List. CA: Invasive Species Council of California. <http://www.iscc.ca.gov/docs/CaliforniaInvasiveSpeciesList.pdf>

Carbon Dioxide Information Analysis Center. 2010. CO2 Emissions (metric tons per capita). Washington, DC: The World Bank.

Cardelino, C.A.; Chameides, W.L. 1990. Natural hydrocarbons, urbanization, and urban ozone. Journal of Geophysical Research. 95(D9): 13,971-13,979.

Cranshaw, W.; Tisserat, N. 2009. Walnut twig beetle and the thousand cankers disease of black walnut. Pest Alert. Ft. Collins, CO: Colorado State University.

Seybold, S.; Haugen, D.; Graves, A. 2010. Thousand Cankers Disease. Pest Alert. NA-PR-02-10. Newtown Square, PA: U.S. Department of Agriculture, Forest Service, Northeastern Area State and Private Forestry.

DeMars, C. J., Jr.; Roettgering, B. H. 1982. Western Pine Beetle. Forest Insect & Disease Leaflet 1. Washington, DC: U.S. Department of Agriculture, Forest Service. 8 p.

Eastern Forest Environmental Threat Assessment Center. Dutch Elm Disease. http://threatsummary.forestthreats.org/threats/threatSummaryViewer.cfm?threatID=43

Energy Information Administration. 1994. Energy Use and Carbon Emissions: Non-OECD Countries. Washington, DC: Energy Information Administration, U.S. Department of Energy.

Energy Information Administration. 2013. CE2.1 Fuel consumption totals and averages, U.S. homes. Washington, DC: Energy Information Administration, U.S. Department of Energy.

Energy Information Administration. 2014. CE5.2 Household wood consumption. Washington, DC: Energy Information Administration, U.S. Department of Energy.

Federal Highway Administration. 2013. Highway Statistics 2011.Washington, DC: Federal Highway Administration, U.S. Department of Transportation. Table VM-1.

Ferrell, G. T. 1986. Fir Engraver. Forest Insect & Disease Leaflet 13. Washington, DC: U. S. Department of Agriculture, Forest Service. 8 p.

Forest Health Technology Enterprise Team. 2014. 2012 National Insect & Disease Risk Maps/Data. Fort Collins, CO: U.S. Department of Agriculture, Forest Service. http://www.fs.fed.us/foresthealth/technology/nidrm2012.shtml

Georgia Forestry Commission. 2009. Biomass Energy Conversion for Electricity and Pellets Worksheet. Dry Branch, GA: Georgia Forestry Commission.

Gibson, K.; Kegley, S.; Bentz, B. 2009. Mountain Pine Beetle. Forest Insect & Disease Leaflet 2. Washington, DC: U. S. Department of Agriculture, Forest Service. 12 p.

Heirigs, P.L.; Delaney, S.S.; Dulla, R.G. 2004. Evaluation of MOBILE Models: MOBILE6.1 (PM), MOBILE6.2 (Toxics), and MOBILE6/CNG. Sacramento, CA: National Cooperative Highway Research Program, Transportation Research Board.

Hirabayashi, S. 2011. Urban Forest Effects-Dry Deposition (UFORE-D) Model Enhancements, http:// www.itreetools.org/eco/resources/UFORE-D enhancements.pdf

Hirabayashi, S. 2012. i-Tree Eco Precipitation Interception Model Descriptions, http://www.itreetools.org/eco/ resources/iTree_Eco_Precipitation_Interception_Model_Descriptions_V1_2.pdf

Hirabayashi, S.; Kroll, C.; Nowak, D. 2011. Component-based development and sensitivity analyses of an air pollutant dry deposition model. Environmental Modeling and Software. 26(6): 804-816.

Hirabayashi, S.; Kroll, C.; Nowak, D. 2012. i-Tree Eco Dry Deposition Model Descriptions V 1.0

Interagency Working Group on Social Cost of Carbon, United States Government. 2015. Technical Support Document: Technical Update of the Social Cost of Carbon for Regulatory Impact Analysis Under Executive Order 12866. http:// www.whitehouse.gov/sites/default/files/omb/inforeg/scc-tsd-final-july-2015.pdf

Layton, M. 2004. 2005 Electricity Environmental Performance Report: Electricity Generation and Air Emissions. CA: California Energy Commission.

Leonardo Academy. 2011. Leonardo Academy's Guide to Calculating Emissions Including Emission Factors and Energy Prices. Madison, WI: Leonardo Academy Inc.

Lovett, G.M. 1994. Atmospheric deposition of nutrients and pollutants in North America: an ecological perspective. Ecological Applications. 4: 629-650.

McPherson, E.G.; Maco, S.E.; Simpson, J.R.; Peper, P.J.; Xiao, Q.; VanDerZanden, A.M.; Bell, N. 2002. Western Washington and Oregon Community Tree Guide: Benefits, Costs, and Strategic Planting. International Society of Arboriculture, Pacific Northwest, Silverton, OR.

McPherson, E.G.; Simpson, J.R. 1999. Carbon dioxide reduction through urban forestry: guidelines for professional and volunteer tree planters. Gen. Tech. Rep. PSW-171. Albany, CA: U.S. Department of Agriculture, Forest Service, Pacific Southwest Research Station. 237 p.

McPherson, E.G.; Simpson, J.R.; Peper, P.J.; Crowell, A.M.N.; Xiao, Q. 2010. Northern California coast community tree guide: benefits, costs, and strategic planting. PSW-GTR-228. Gen. Tech. Rep. PSW-GTR-228. U.S. Department of Agriculture, Forest Service, Pacific Southwest Research Station, Albany, CA.

McPherson, E.G.; Simpson, J.R.; Peper, P.J.; Gardner, S.L.; Vargas, K.E.; Maco, S.E.; Xiao, Q. 2006a. Coastal Plain Community Tree Guide: Benefits, Costs, and Strategic Planting PSW-GTR-201. USDA Forest Service, Pacific Southwest Research Station, Albany, CA.

McPherson, E.G.; Simpson, J.R.; Peper, P.J.; Gardner, S.L.; Vargas, K.E.; Maco, S.E.; Xiao, Q. 2007. Northeast community tree guide: benefits, costs, and strategic planting.

McPherson, E.G.; Simpson, J.R.; Peper, P.J.; Maco, S.E.; Gardner, S.L.; Cozad, S.K.; Xiao, Q. 2006b. Midwest Community Tree Guide: Benefits, Costs and Strategic Planting PSW-GTR-199. U.S. Department of Agriculture, Forest Service, Pacific Southwest Research Station, Albany, CA.

McPherson, E.G.; Simpson, J.R.; Peper, P.J.; Maco, S.E.; Gardner, S.L.; Vargas, K.E.; Xiao, Q. 2006c. Piedmont Community Tree Guide: Benefits, Costs, and Strategic Planting PSW-GTR 200. U.S. Department of Agriculture, Forest Service, Pacific Southwest Research Station, Albany, CA.

McPherson, E.G.; Simpson, J.R.; Peper, P.J.; Maco, S.E.; Xiao Q.; Mulrean, E. 2004. Desert Southwest Community Tree Guide: Benefits, Costs and Strategic Planting. Phoenix, AZ: Arizona Community Tree Council, Inc. 81 :81.

McPherson, E.G.; Simpson, J.R.; Peper, P.J.; Scott, K.I.; Xiao, Q. 2000. Tree Guidelines for Coastal Southern California Communities. Local Government Commission, Sacramento, CA.

McPherson, E.G.; Simpson, J.R.; Peper, P.J.; Xiao, Q. 1999. Tree Guidelines for San Joaquin Valley Communities. Local Government Commission, Sacramento, CA.

McPherson, E.G.; Simpson, J.R.; Peper, P.J.; Xiao, Q.; Maco, S.E.; Hoefer, P.J. 2003. Northern Mountain and Prairie Community Tree Guide: Benefits, Costs and Strategic Planting. Center for Urban Forest Research, USDA Forest Service, Pacific Southwest Research Station, Albany, CA.

McPherson, E.G.; Simpson, J.R.; Peper, P.J.; Xiao, Q.; Pittenger, D.R.; Hodel, D.R. 2001. Tree Guidelines for Inland Empire Communities. Local Government Commission, Sacramento, CA.

Murray, F.J.; Marsh L.; Bradford, P.A. 1994. New York State Energy Plan, vol. II: issue reports. Albany, NY: New York State Energy Office.

National Invasive Species Information Center. 2011. Beltsville, MD: U.S. Department of Agriculture, National Invasive Species Information Center. http://www.invasivespeciesinfo.gov/plants/main.shtml

Nowak, D.J. 1994. Atmospheric carbon dioxide reduction by Chicago's urban forest. In: McPherson, E.G.; Nowak, D.J.; Rowntree, R.A., eds. Chicago's urban forest ecosystem: results of the Chicago Urban Forest Climate Project. Gen. Tech.

Rep. NE-186. Radnor, PA: U.S. Department of Agriculture, Forest Service, Northeastern Forest Experiment Station: 83-94.

Nowak, D.J. 1995. Trees pollute? A "TREE" explains it all. In: Proceedings of the 7th National Urban Forestry Conference. Washington, DC: American Forests: 28-30.

Nowak, D.J. 2000. The interactions between urban forests and global climate change. In: Abdollahi, K.K.; Ning, Z.H.; Appeaning, A., eds. Global Climate Change and the Urban Forest. Baton Rouge, LA: GCRCC and Franklin Press: 31-44.

Nowak, D.J., Hirabayashi, S., Bodine, A., Greenfield, E. 2014. Tree and forest effects on air quality and human health in the United States. Environmental Pollution. 193:119-129.

Nowak, D.J., Hirabayashi, S., Bodine, A., Hoehn, R. 2013. Modeled PM2.5 removal by trees in ten U.S. cities and associated health effects. Environmental Pollution. 178: 395-402.

Nowak, D.J.; Civerolo, K.L.; Rao, S.T.; Sistla, S.; Luley, C.J.; Crane, D.E. 2000. A modeling study of the impact of urban trees on ozone. Atmospheric Environment. 34: 1601-1613.

Nowak, D.J.; Crane, D.E. 2000. The Urban Forest Effects (UFORE) Model: quantifying urban forest structure and functions. In: Hansen, M.; Burk, T., eds. Integrated tools for natural resources inventories in the 21st century. Proceedings of IUFRO conference. Gen. Tech. Rep. NC-212. St. Paul, MN: U.S. Department of Agriculture, Forest Service, North Central Research Station: 714-720.

Nowak, D.J.; Crane, D.E.; Dwyer, J.F. 2002a. Compensatory value of urban trees in the United States. Journal of Arboriculture. 28(4): 194 - 199.

Nowak, D.J.; Crane, D.E.; Stevens, J.C.; Hoehn, R.E. 2005. The urban forest effects (UFORE) model: field data collection manual. V1b. Newtown Square, PA: U.S. Department of Agriculture, Forest Service, Northeastern Research Station, 34 p. http://www.fs.fed.us/ne/syracuse/Tools/downloads/UFORE_Manual.pdf

Nowak, D.J.; Crane, D.E.; Stevens, J.C.; Ibarra, M. 2002b. Brooklyn's urban forest. Gen. Tech. Rep. NE-290. Newtown Square, PA: U.S. Department of Agriculture, Forest Service, Northeastern Research Station. 107 p.

Nowak, D.J.; Dwyer, J.F. 2000. Understanding the benefits and costs of urban forest ecosystems. In: Kuser, John, ed. Handbook of urban and community forestry in the northeast. New York, NY: Kluwer Academics/Plenum: 11-22.

Nowak, D.J.; Hoehn, R.; Crane, D. 2007. Oxygen production by urban trees in the United States. Arboriculture & Urban Forestry. 33(3):220-226.

Nowak, D.J.; Hoehn, R.E.; Crane, D.E.; Stevens, J.C.; Walton, J.T; Bond, J. 2008. A ground-based method of assessing urban forest structure and ecosystem services. Arboriculture and Urban Forestry. 34(6): 347-358.

Nowak, D.J.; Stevens, J.C.; Sisinni, S.M.; Luley, C.J. 2002c. Effects of urban tree management and species selection on atmospheric carbon dioxide. Journal of Arboriculture. 28(3): 113-122.

Peper, P.J.; McPherson, E.G.; Simpson, J.R.; Albers, S.N.; Xiao, Q. 2010. Central Florida community tree guide: benefits, costs, and strategic planting. Gen. Tech. Rep. PSW-GTR-230. U.S. Department of Agriculture, Forest Service, Pacific Southwest Research Station, Albany, CA.

Peper, P.J.; McPherson, E.G.; Simpson, J.R.; Vargas, K.E.; Xiao Q. 2009. Lower Midwest community tree guide: benefits, costs, and strategic planting. PSW-GTR-219. Gen. Tech. Rep. PSW-GTR-219. U.S. Department of Agriculture, Forest

Service, Pacific Southwest Research Station, Albany, CA.

Smith, S. L.; Borys, R. R.; Shea, P. J. 2009. Jeffrey Pine Beetle. Forest Insect & Disease Leaflet 11. Washington, DC: U. S. Department of Agriculture, Forest Service. 8 p.

Society of American Foresters. 2011. Gold Spotted Oak Borer Hitches Ride in Firewood, Kills California Oaks. Forestry Source 16(10): 20.

U.S. Environmental Protection Agency. 2010. Light-Duty Vehicle Greenhouse Gas Emission Standards and Corporate Average Fuel Economy Standards. Washington, DC: U.S. Environmental Protection Agency. EPA-420-R-10-012a

U.S. Environmental Protection Agency. 2015. The social cost of carbon. http://www.epa.gov/climatechange/EPAactivities/economics/scc.html

University of California. 2014. Polphagous Shot Hole Borer. Sacramento, CA: University of California, Division of Agriculture and Natural Resources.

van Essen, H.; Schroten, A.; Otten, M.; Sutter, D.; Schreyer, C.; Zandonella, R.; Maibach, M.; Doll, C. 2011. External Costs of Transport in Europe. Netherlands: CE Delft. 161 p.

Vargas, K.E.; McPherson, E.G.; Simpson, J.R.; Peper, P.J.; Gardner, S.L.; Xiao, Q. 2007a. Interior West Tree Guide.

Vargas, K.E.; McPherson, E.G.; Simpson, J.R.; Peper, P.J.; Gardner, S.L.; Xiao, Q. 2007b. Temperate Interior West Community Tree Guide: Benefits, Costs, and Strategic Planting.

Vargas, K.E.; McPherson, E.G.; Simpson, J.R.; Peper, P.J.; Gardner, S.L.; Xiao, Q. 2008. Tropical community tree guide: benefits, costs, and strategic planting. PSW-GTR-216. Gen. Tech. Rep. PSW-GTR-216. U.S. Department of Agriculture, Forest Service, Pacific Southwest Research Station, Albany, CA.

Worrall, J.J. 2007. Chestnut Blight. Forest and Shade Tree Pathology.
http://www.forestpathology.org/dis_chestnut.html

Zinke, P.J. 1967. Forest interception studies in the United States. In: Sopper, W.E.; Lull, H.W., eds. Forest Hydrology. Oxford, UK: Pergamon Press: 137-161.

Benefits Summary of Trees by Species

Location: Carson, Los Angeles, California, United States of America
Project: City of Carson, Series: Summer 2026, Year: 2026
Generated: 7/6/2026

i-Tree Eco

Species	Trees	Carbon Storage		Gross Carbon Sequestration		Avoided Runoff		Pollution Removal		Replacement Value
	Number	(ton)	($)	(ton/yr)	($/yr)	(gal/yr)	($/yr)	(ton/yr)	($/yr)	($)
Maple spp	4	3.99	1,725.43	0.17	75.58	588.91	5.26	0.00	32.14	25,872.67
Trident maple	3	2.94	1,274.23	0.04	15.50	267.54	2.39	0.00	14.60	16,392.88
Blackwood	2	1.14	494.74	0.03	14.45	437.62	3.91	0.00	23.89	25,688.05
Silver maple	3	3.25	1,405.54	0.13	54.74	527.86	4.72	0.00	28.81	30,851.25
Feijoa	3	2.36	1,021.15	0.06	24.31	97.49	0.87	0.00	5.32	13,453.65
Outeniqua yellowwood	1,115	676.60	292,784.51	25.77	11,150.58	63,579.76	568.15	0.39	3,470.38	7,360,495.23
Peppermint tree	14	23.09	9,991.95	0.35	153.00	983.41	8.79	0.01	53.68	84,329.79
Persian silk tree	28	11.05	4,782.33	0.48	206.94	1,601.19	14.31	0.01	87.40	124,841.41
White alder	28	9.40	4,065.59	0.58	251.12	2,669.86	23.86	0.02	145.73	143,743.68
Drooping she-oak	1	0.38	164.61	0.03	12.66	16.24	0.15	0.00	0.89	3,270.99
Cherimoya	2	0.26	112.72	0.03	11.25	39.76	0.36	0.00	2.17	4,087.77
Madrone spp	44	14.93	6,461.27	0.81	350.10	1,392.58	12.44	0.01	76.01	108,253.00
Coral reef araucaria	18	8.08	3,496.89	0.37	161.06	1,480.65	13.23	0.01	80.82	101,623.28
King palm	179	10.06	4,354.47	0.76	328.71	1,676.83	14.98	0.01	91.53	141,639.92
Norfolk island pine	1	1.28	553.67	0.04	17.50	167.03	1.49	0.00	9.12	13,494.38
Strawberry tree	32	1.76	761.28	0.12	53.06	178.57	1.60	0.00	9.75	22,001.77
Hong Kong Orchid Tree	31	17.51	7,575.87	0.49	210.82	588.51	5.26	0.00	32.12	144,861.28
Mountain ebony	98	68.57	29,673.05	1.68	726.65	2,439.83	21.80	0.02	133.17	549,594.67
European white birch	2	0.23	97.64	0.04	15.79	34.99	0.31	0.00	1.91	3,680.71
Illwarra Flame Tree	27	9.16	3,964.58	0.70	304.23	1,166.02	10.42	0.01	63.64	134,621.60
Guadalupe palm	15	1.92	831.22	0.03	13.16	278.13	2.49	0.00	15.18	21,246.91
Kurrajong	42	30.24	13,087.41	1.69	730.32	3,909.35	34.93	0.02	213.38	311,707.53
Feather Palm spp	1	0.04	19.17	0.00	0.51	16.16	0.14	0.00	0.88	1,095.32
Calothamnus spp	1	0.63	271.21	0.05	21.24	8.16	0.07	0.00	0.45	3,270.99
Cape chesnut	1	0.10	41.41	0.01	5.78	6.92	0.06	0.00	0.38	1,726.95

Benefits Summary of Trees by Species

Location: Carson, Los Angeles, California, United States of America
Project: City of Carson, Series: Summer 2026, Year: 2026
Generated: 7/6/2026



Species	Trees	Carbon Storage		Gross Carbon Sequestration		Avoided Runoff		Pollution Removal		Replacement Value
	Number	(ton)	($)	(ton/yr)	($/yr)	(gal/yr)	($/yr)	(ton/yr)	($/yr)	($)
Crimson bottlebrush	165	175.71	76,036.24	3.19	1,380.66	7,717.47	68.96	0.05	421.24	901,228.65
River she-oak	1	1.18	509.73	0.00	0.67	38.00	0.34	0.00	2.07	7,431.76
Incense cedar	1	0.79	341.59	0.02	7.92	158.79	1.42	0.00	8.67	9,266.85
Gold medallion tree	186	36.80	15,926.37	2.27	984.19	2,394.34	21.40	0.01	130.69	374,438.72
Wine palm	1	0.02	7.22	0.00	0.90	1.98	0.02	0.00	0.11	668.92
Weeping bottlebrush	17	11.77	5,094.10	0.42	183.73	818.32	7.31	0.01	44.67	72,607.49
Eastern redbud	37	5.54	2,398.00	0.49	213.15	772.08	6.90	0.00	42.14	87,886.70
Deodar cedar	3	1.90	822.65	0.10	44.12	230.61	2.06	0.00	12.59	23,944.69
Northern hackberry	30	0.81	349.98	0.09	37.78	558.28	4.99	0.00	30.47	57,125.74
Carob	3	2.94	1,271.41	0.00	1.22	241.18	2.16	0.00	13.16	25,318.36
Chinese hackberry	43	4.21	1,821.93	0.23	100.79	4,192.03	37.46	0.03	228.81	210,638.10
Silk floss tree	45	77.36	33,476.64	2.19	947.71	4,583.00	40.95	0.03	250.15	369,954.99
Mediterranean fan palm	11	0.97	420.47	0.03	11.97	137.83	1.23	0.00	7.52	8,468.37
Areca palm	2	0.23	97.47	0.00	1.93	32.31	0.29	0.00	1.76	2,190.64
Chinese fringe tree	21	0.08	33.05	0.04	18.64	33.26	0.30	0.00	1.82	2,751.23
Chitalpa	37	5.27	2,280.62	0.43	184.26	335.76	3.00	0.00	18.33	51,974.77
Key Lime	2	1.76	763.28	0.02	10.71	66.22	0.59	0.00	3.61	9,678.81
Camphor tree	216	148.09	64,081.83	11.30	4,888.37	15,426.65	137.85	0.10	842.03	995,723.94
Lemon	2	0.71	307.14	0.06	26.60	27.10	0.24	0.00	1.48	5,826.85
Citrus spp	1	0.44	190.34	0.03	15.11	35.88	0.32	0.00	1.96	3,270.99
Lemonscented gum	223	466.78	201,990.01	23.01	9,958.46	49,930.21	446.18	0.31	2,725.35	1,800,869.95
Smoke tree	1	0.34	145.07	0.03	13.22	13.51	0.12	0.00	0.74	2,555.86
Spotted gum	14	38.51	16,664.49	1.44	621.33	5,107.01	45.64	0.03	278.76	138,387.36
Carrotwood	1,127	1,322.12	572,119.72	13.23	5,723.82	69,529.35	621.31	0.43	3,795.13	7,076,919.78
Leyland cypress	15	15.38	6,655.33	0.98	424.25	857.70	7.66	0.01	46.82	45,736.14

Benefits Summary of Trees by Species

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Generated: 7/6/2026

i-Tree Eco

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	Number	(ton)	($)	(ton/yr)	($/yr)	(gal/yr)	($/yr)	(ton/yr)	($/yr)	($)
Monterey cypress	1	0.86	373.61	0.00	0.31	80.51	0.72	0.00	4.39	7,817.41
Italian cypress	13	9.99	4,322.54	0.14	59.30	897.98	8.02	0.01	49.01	85,527.16
Royal poinciana	1	1.56	676.68	0.06	27.99	75.60	0.68	0.00	4.13	11,917.60
Florida hopbush	4	1.91	825.31	0.19	81.62	90.00	0.80	0.00	4.91	11,783.72
Duranta spp	1	0.10	42.32	0.01	4.62	6.87	0.06	0.00	0.38	1,970.75
Kaffirboom coral tree	93	133.64	57,830.28	1.13	488.06	11,138.84	99.54	0.07	607.99	1,632,998.08
Naked coral tree	28	20.78	8,991.71	0.07	31.34	2,670.30	23.86	0.02	145.75	305,341.01
Bronze loquat	18	14.21	6,147.84	0.33	144.01	561.59	5.02	0.00	30.65	85,207.72
Loquat tree	19	5.88	2,544.82	0.41	178.01	268.30	2.40	0.00	14.64	53,520.88
Gum spp	30	108.78	47,072.73	2.04	883.30	4,482.18	40.05	0.03	244.65	325,242.38
Red gum eucalyptus	16	80.80	34,965.20	2.08	899.21	9,440.05	84.36	0.06	515.27	252,701.83
Sugargum	20	140.39	60,750.38	0.83	359.33	13,079.21	116.88	0.08	713.90	443,776.35
Bald island marlock	3	2.18	941.38	0.10	42.85	112.66	1.01	0.00	6.15	10,926.11
Mexican shrubby spurge	3	0.16	70.39	0.03	11.96	20.16	0.18	0.00	1.10	4,644.51
Blue gum eucalyptus	4	29.80	12,895.82	0.42	182.49	2,826.79	25.26	0.02	154.29	89,152.55
White ironbark	5	21.11	9,137.02	0.56	243.34	2,148.47	19.20	0.01	117.27	58,702.11
Sliver dollar eucalyptus	32	107.60	46,560.16	3.72	1,608.58	9,354.76	83.59	0.06	510.61	302,779.50
Desert gum eucalyptus	85	73.09	31,628.60	4.47	1,934.09	9,663.05	86.35	0.06	527.44	438,443.24
Mugga ironbark	95	392.19	169,711.14	15.32	6,631.35	37,692.62	336.82	0.23	2,057.38	1,034,824.12
Coral gum	1	3.34	1,447.03	0.00	1.16	322.38	2.88	0.00	17.60	9,459.03
Ribbon gum eucalyptus	26	100.36	43,427.70	3.18	1,375.63	13,076.04	116.85	0.08	713.73	357,969.40
Benjamin fig	210	206.25	89,251.03	10.49	4,538.23	14,576.37	130.25	0.09	795.62	1,415,123.25
Common fig	4	0.79	342.39	0.02	10.08	77.07	0.69	0.00	4.21	8,314.56
Rubber plant	1	0.26	114.22	0.03	14.25	10.20	0.09	0.00	0.56	2,555.86
Moreton bay fig	6	26.45	11,445.25	0.03	11.90	1,032.02	9.22	0.01	56.33	187,289.59

Benefits Summary of Trees by Species

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Generated: 7/6/2026

i-Tree Eco

Species	Trees	Carbon Storage		Gross Carbon Sequestration		Avoided Runoff		Pollution Removal		Replacement Value
	Number	(ton)	($)	(ton/yr)	($/yr)	(gal/yr)	($/yr)	(ton/yr)	($/yr)	($)
Green indian laurel fig	350	594.52	257,266.25	18.66	8,076.05	40,080.95	358.16	0.25	2,187.74	3,747,461.39
Rustyleaf fig	43	91.74	39,698.27	1.41	608.01	4,875.36	43.57	0.03	266.11	544,818.31
Shamel ash	55	78.81	34,105.00	1.92	831.92	6,686.53	59.75	0.04	364.97	658,734.23
Velvet ash	39	23.35	10,102.67	0.94	405.31	3,573.01	31.93	0.02	195.03	249,346.27
Wilga; australian willow	35	30.13	13,037.37	1.07	461.89	1,496.26	13.37	0.01	81.67	166,250.54
Ginkgo	6	1.05	452.73	0.04	18.05	219.29	1.96	0.00	11.97	23,358.96
Honeylocust	2	1.03	447.16	0.08	35.02	170.94	1.53	0.00	9.33	9,894.02
Handroanthus spp	5	0.48	208.30	0.05	23.35	29.91	0.27	0.00	1.63	9,398.65
Kaffir plum	110	178.19	77,109.18	7.08	3,065.13	6,541.55	58.46	0.04	357.06	781,505.48
Golden trumpet tree	26	7.17	3,101.46	0.59	254.76	216.06	1.93	0.00	11.79	61,842.98
Black lapacho	236	41.24	17,843.94	4.01	1,734.33	1,601.62	14.31	0.01	87.42	372,715.30
Pink ipê	1	0.00	0.97	0.00	1.29	0.61	0.01	0.00	0.03	58.57
heptapleurum spp	1	0.91	394.23	0.06	24.99	55.49	0.50	0.00	3.03	4,587.49
Queensland umbrella tree	17	16.67	7,213.05	1.16	500.96	858.63	7.67	0.01	46.87	78,539.85
Kentia palm	8	0.61	263.29	0.02	10.01	84.48	0.75	0.00	4.61	8,559.57
Sweetshade	4	0.66	284.00	0.07	28.60	69.01	0.62	0.00	3.77	8,858.17
ice cream bean tree	2	0.88	382.31	0.07	29.85	52.27	0.47	0.00	2.85	5,924.36
Blue jacaranda	1,223	621.53	268,954.96	37.39	16,179.28	80,413.09	718.57	0.50	4,389.20	6,959,416.48
Chinese juniper	76	38.48	16,652.99	2.76	1,193.32	3,741.03	33.43	0.02	204.20	366,371.03
English walnut	1	2.85	1,232.14	0.12	50.22	155.48	1.39	0.00	8.49	13,193.67
Chinese flame tree	203	75.69	32,751.82	2.62	1,133.98	8,519.54	76.13	0.05	465.02	652,208.13
Goldenrain tree	7	2.04	882.41	0.11	46.54	222.44	1.99	0.00	12.14	17,623.69
Common crapemyrtle	713	172.21	74,518.86	11.05	4,779.90	10,950.22	97.85	0.07	597.70	1,890,847.30
Bay laurel	44	19.82	8,575.56	1.28	554.55	938.29	8.38	0.01	51.21	105,907.72
Leadtree spp	1	0.55	236.72	0.01	5.64	55.80	0.50	0.00	3.05	5,091.33

Benefits Summary of Trees by Species

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i-Tree Eco

Species	Trees	Carbon Storage		Gross Carbon Sequestration		Avoided Runoff		Pollution Removal		Replacement Value
	Number	(ton)	($)	(ton/yr)	($/yr)	(gal/yr)	($/yr)	(ton/yr)	($/yr)	($)
Glossy privet	103	56.74	24,554.66	2.91	1,258.39	5,385.48	48.12	0.03	293.96	555,547.68
Sweetgum	1,092	291.98	126,346.29	23.43	10,137.14	72,453.17	647.44	0.45	3,954.72	5,498,186.10
Vinegartree	811	717.61	310,527.79	37.36	16,165.03	38,792.17	346.65	0.24	2,117.40	3,677,631.43
Common apple	1	0.06	25.76	0.01	4.24	6.95	0.06	0.00	0.38	1,515.66
Southern magnolia	682	476.53	206,207.43	22.62	9,790.13	55,372.46	494.81	0.34	3,022.40	5,629,490.22
Mango	5	1.48	640.51	0.10	41.65	97.30	0.87	0.00	5.31	15,352.94
Saucer magnolia	1	0.32	140.13	0.03	11.14	30.37	0.27	0.00	1.66	4,326.02
Laurel magnolia	17	3.88	1,678.66	0.37	162.25	169.30	1.51	0.00	9.24	53,864.26
European crabapple	1	0.56	243.30	0.04	15.59	47.00	0.42	0.00	2.57	4,587.49
Chinaberry	1	4.72	2,042.23	0.00	0.88	141.08	1.26	0.00	7.70	24,707.96
New zealand chrstmas tree	34	28.79	12,458.19	2.07	894.66	1,098.98	9.82	0.01	59.99	121,469.32
Cajeput tree	24	98.20	42,494.34	0.11	49.23	2,946.12	26.33	0.02	160.81	372,395.72
Pink melaleuca	5	2.33	1,010.04	0.24	102.23	165.89	1.48	0.00	9.05	16,354.95
Punk tree	26	61.03	26,410.16	2.02	872.92	2,682.92	23.97	0.02	146.44	301,486.53
White mulberry	87	113.11	48,944.00	4.50	1,945.99	9,560.30	85.43	0.06	521.83	652,040.82
Horseradishtree	1	0.05	21.82	0.01	3.47	12.68	0.11	0.00	0.69	1,970.75
Naio	2	0.34	146.52	0.05	20.50	30.19	0.27	0.00	1.65	3,941.50
Nagi	3	5.31	2,296.16	0.19	83.91	327.41	2.93	0.00	17.87	29,560.58
Oleander	5	0.87	376.49	0.08	35.64	51.86	0.46	0.00	2.83	11,739.09
Beargrass spp	1	0.10	42.63	0.01	4.52	6.89	0.06	0.00	0.38	179.44
Olive	12	10.60	4,588.00	0.22	94.46	691.51	6.18	0.00	37.74	74,097.59
Paloverde spp	11	6.40	2,768.29	0.09	39.52	395.32	3.53	0.00	21.58	49,743.18
Avocado	21	13.52	5,851.14	0.44	191.27	1,371.31	12.25	0.01	74.85	87,853.11
Canary island date palm	44	13.39	5,795.53	0.22	94.56	3,107.49	27.77	0.02	169.62	193,333.45
Date palm	92	11.13	4,815.59	0.27	116.51	2,149.83	19.21	0.01	117.34	79,473.74

Benefits Summary of Trees by Species

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	Number	(ton)	($)	(ton/yr)	($/yr)	(gal/yr)	($/yr)	(ton/yr)	($/yr)	($)
Pygmy date palm	33	0.49	212.89	0.02	9.54	89.91	0.80	0.00	4.91	15,158.88
Pistache spp	5	0.03	13.82	0.01	6.13	12.65	0.11	0.00	0.69	1,031.62
Canary island pine	806	969.29	419,439.84	23.18	10,030.77	117,587.57	1,050.76	0.73	6,418.29	9,666,854.55
Chinese pistache	370	53.09	22,973.01	4.42	1,912.54	4,161.06	37.18	0.03	227.12	542,052.83
Monkeypod	4	4.17	1,806.17	0.26	111.28	271.96	2.43	0.00	14.84	27,402.88
Afghan pine	25	25.93	11,221.39	1.20	517.16	3,598.38	32.16	0.02	196.41	306,739.87
Aleppo pine	90	93.21	40,335.48	2.83	1,225.46	12,206.21	109.07	0.08	666.25	1,198,123.70
Italian stone pine	29	36.45	15,775.08	1.00	431.98	3,377.13	30.18	0.02	184.33	427,948.03
Monterey pine	12	1.98	857.80	0.15	63.57	408.77	3.65	0.00	22.31	47,661.71
Queensland pittosporum	9	6.20	2,682.76	0.19	80.73	274.89	2.46	0.00	15.00	33,323.38
Japanese black pine	35	8.02	3,470.81	0.26	112.05	911.29	8.14	0.01	49.74	173,448.52
Japanese pittosporum	3	1.24	534.75	0.06	26.22	121.31	1.08	0.00	6.62	10,950.68
Victorian box	30	16.28	7,043.12	0.71	308.95	858.69	7.67	0.01	46.87	113,667.59
Cape cheesewood	5	3.58	1,550.68	0.08	34.08	217.98	1.95	0.00	11.90	25,651.68
Sycamore spp	220	126.45	54,717.09	5.25	2,271.25	31,463.54	281.16	0.19	1,717.38	1,734,727.16
California sycamore	292	191.09	82,689.48	4.63	2,003.16	46,678.02	417.11	0.29	2,547.83	2,409,066.52
Cottonwood spp	23	23.09	9,990.69	0.98	424.21	4,394.80	39.27	0.03	239.88	77,765.30
Fremont cottonwood	1	0.59	256.08	0.04	19.16	117.82	1.05	0.00	6.43	2,466.74
Yew podocarpus	11	3.61	1,561.18	0.07	28.65	304.83	2.72	0.00	16.64	53,241.03
Apricot	2	0.28	119.17	0.04	16.59	13.69	0.12	0.00	0.75	3,453.90
Carolina laurelcherry	139	142.99	61,877.35	2.47	1,069.61	10,786.53	96.39	0.07	588.76	782,458.65
Cherry plum	18	2.28	985.38	0.26	112.62	261.75	2.34	0.00	14.29	32,520.26
Common plum	1	0.42	182.33	0.03	14.57	31.11	0.28	0.00	1.70	3,270.99
Hollyleaf cherry	1	0.21	89.47	0.02	10.73	14.20	0.13	0.00	0.77	1,970.75
Peach	7	3.57	1,543.68	0.22	95.49	270.71	2.42	0.00	14.78	25,221.11

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	Number	(ton)	($)	(ton/yr)	($/yr)	(gal/yr)	($/yr)	(ton/yr)	($/yr)	($)
Japanese flowering cherry	1	0.01	6.23	0.00	2.13	2.04	0.02	0.00	0.11	417.02
Guava spp	1	0.22	96.85	0.03	11.34	15.59	0.14	0.00	0.85	1,970.75
Guayaba coronilla	1	0.02	9.25	0.00	2.07	1.58	0.01	0.00	0.09	417.02
Common guava	10	2.47	1,067.96	0.20	84.65	126.08	1.13	0.00	6.88	22,259.20
Pear spp	499	380.55	164,674.68	6.29	2,722.27	37,866.30	338.37	0.23	2,066.86	2,775,684.20
Callery pear	81	53.43	23,119.92	2.92	1,265.09	6,276.52	56.09	0.04	342.59	404,742.47
Fire thorn	2	1.32	572.32	0.08	34.76	75.89	0.68	0.00	4.14	7,387.14
Coastal live oak	7	3.10	1,341.29	0.15	63.17	402.64	3.60	0.00	21.98	33,641.72
Engelmann oak	2	1.10	477.75	0.06	25.61	122.72	1.10	0.00	6.70	10,625.74
Holly oak	99	75.43	32,640.82	3.68	1,591.23	8,404.96	75.11	0.05	458.77	650,157.47
Cork oak	3	5.92	2,561.16	0.09	38.65	452.59	4.04	0.00	24.70	48,141.93
Live oak	1	5.18	2,242.42	0.00	1.19	551.70	4.93	0.00	30.11	36,567.72
Majesty palm	7	0.54	232.94	0.04	17.72	76.25	0.68	0.00	4.16	5,281.30
African sumac	3	2.89	1,252.53	0.02	9.40	130.96	1.17	0.00	7.15	19,451.01
Black locust	1	1.62	701.16	0.09	36.93	120.23	1.07	0.00	6.56	7,270.42
Willow spp	1	1.48	641.77	0.05	22.95	134.18	1.20	0.00	7.32	7,802.77
Babylon weeping willow	2	0.27	116.82	0.03	12.04	88.89	0.79	0.00	4.85	3,991.49
Arroyo willow	2	0.77	332.70	0.07	29.24	109.15	0.98	0.00	5.96	6,598.95
California peppertree	14	20.74	8,972.98	0.10	41.93	1,297.92	11.60	0.01	70.84	136,533.73
Aroeira-pimenteira	688	895.00	387,291.92	4.28	1,850.69	53,192.62	475.33	0.33	2,903.42	5,887,091.71
Coast redwood	5	2.75	1,188.33	0.14	61.71	508.67	4.55	0.00	27.76	46,213.85
Pagoda tree	2	3.08	1,332.60	0.15	64.25	135.10	1.21	0.00	7.37	14,863.53
Jambolan plum	1	0.23	100.92	0.03	12.16	28.82	0.26	0.00	1.57	2,555.86
Queen palm	659	35.22	15,239.08	1.09	471.44	12,692.11	113.42	0.08	692.77	463,677.40
Trumpet-tree spp	5	0.03	11.41	0.01	5.19	5.00	0.04	0.00	0.27	926.72

Benefits Summary of Trees by Species

Location: Carson, Los Angeles, California, United States of America
Project: City of Carson, Series: Summer 2026, Year: 2026
Generated: 7/6/2026



Species	Trees	Carbon Storage		Gross Carbon Sequestration		Avoided Runoff		Pollution Removal		Replacement Value
	Number	(ton)	($)	(ton/yr)	($/yr)	(gal/yr)	($/yr)	(ton/yr)	($/yr)	($)
Ginger-thomas	1	0.02	8.60	0.00	1.87	4.26	0.04	0.00	0.23	1,190.60
Northern white cedar	2	0.88	380.09	0.03	11.70	86.83	0.78	0.00	4.74	8,243.77
Oriental arborvitae	5	2.48	1,075.18	0.07	31.13	292.45	2.61	0.00	15.96	23,712.62
Pride of bolivia	6	12.81	5,542.90	0.36	154.81	698.05	6.24	0.00	38.10	77,811.00
Windmill palm	38	3.57	1,544.61	0.09	39.60	528.62	4.72	0.00	28.85	32,528.58
Chinese tallowtree	10	16.92	7,323.81	0.74	321.39	875.58	7.82	0.01	47.79	82,379.15
Chinese elm	168	316.57	136,987.00	14.96	6,474.98	19,172.84	171.33	0.12	1,046.51	1,909,978.74
Siberian elm	22	18.60	8,049.66	1.13	490.16	2,372.73	21.20	0.01	129.51	91,043.31
California palm	62	12.64	5,469.10	0.47	202.73	3,442.66	30.76	0.02	187.91	41,972.06
Mexican fan palm	727	87.36	37,804.18	3.87	1,674.60	38,108.61	340.54	0.24	2,080.09	292,755.09
Yucca spp	1	0.45	194.24	0.01	4.17	21.02	0.19	0.00	1.15	179.44
Moundlily yucca	3	0.91	393.17	0.06	24.27	35.77	0.32	0.00	1.95	538.31
Japanese zelkova	7	4.06	1,758.44	0.16	71.03	884.17	7.90	0.01	48.26	65,558.76
Total	**16,228**	**12,306.03**	**5,325,159.80**	**419.62**	**181,579.15**	**1,177,575.00**	**10,522.81**	**7.29**	**64,275.71**	**93,956,403.95**

Carbon storage and gross carbon sequestration value is calculated based on the price of $432.73 per ton.
Due to limits of available models, i-Tree Eco will limit carbon storage to a maximum of 7,500 kg (16,534.7 lbs) and not estimate additional storage for any tree beyond a diameter of 254 cm (100 in). Whichever limit results in lower carbon storage is used.
Avoided runoff value is calculated by the price $0.009/gal. The user-designated weather station reported 19.4 inches of total annual precipitation. Eco will always use the hourly measurements that have the greatest total rainfall or user-submitted rainfall if provided.
Pollution removal value is calculated based on the prices of $1,857.81 per ton (CO), $5,443.35 per ton (O3), $939.41 per ton (NO2), $354.15 per ton (SO2), $289,582.21 per ton (PM2.5), $8,733.06 per ton (PM10*).
Replacement value is the estimated local cost of having to replace a tree with a similar tree.
A value of zero may indicate that ancillary data (pollution, weather, energy, etc.) is not available for this location or that the reported amounts are too small to be shown.

Susceptibility to Pests by Stratum

Location: Carson, Los Angeles, California, United States of America
Project: City of Carson, Series: Summer 2026, Year: 2026
Generated: 7/6/2026

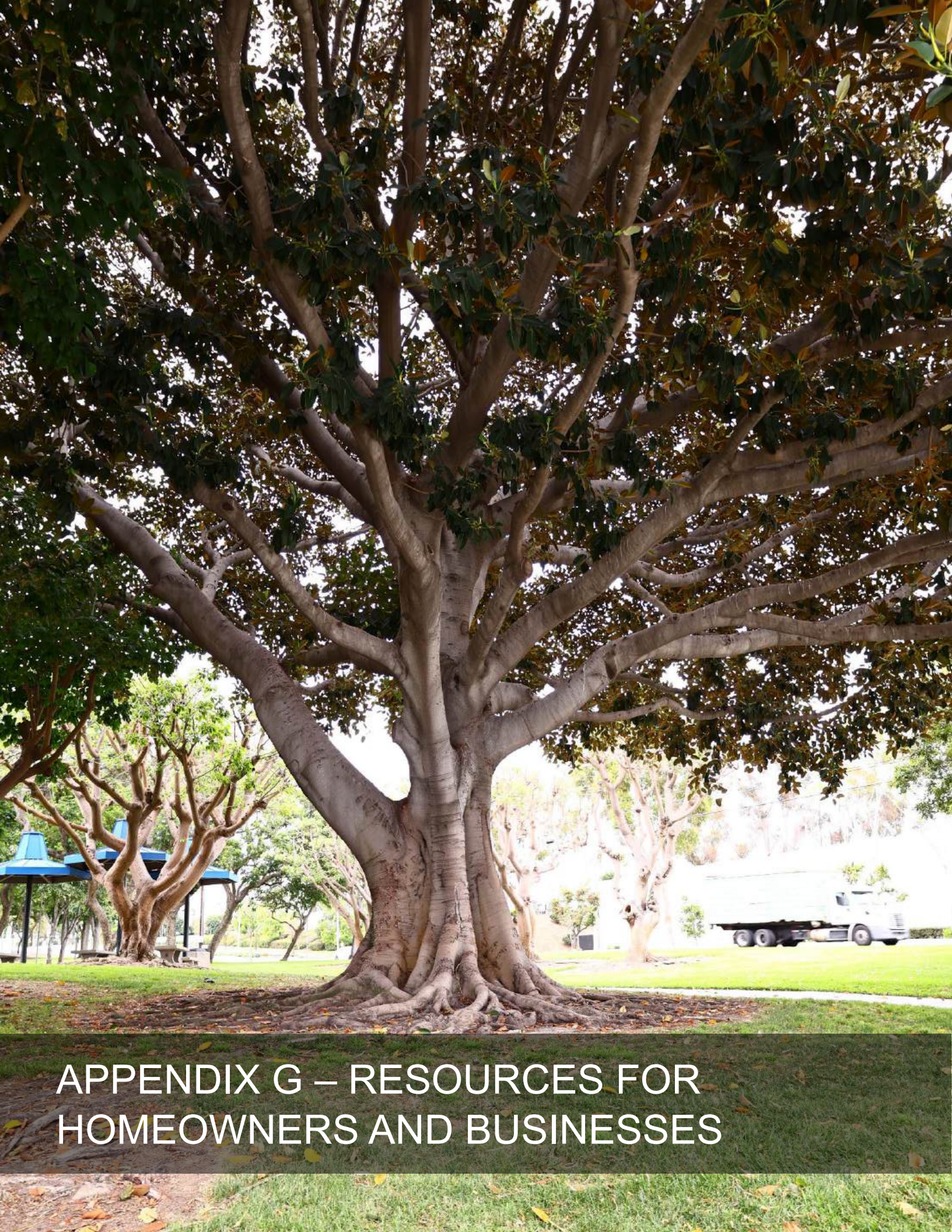
		Number of Trees		Replacement Value ($)		Leaf Area (%)		Leaf Area (ac)	
Pest Name	Stratum	Susceptible	Not Susceptible	Susceptible	Not Susceptible	Susceptible	Not Susceptible	Susceptible	Not Susceptible
Aspen Leafminer	Study Area	3	16,225	14,402	93,942,002	0.0	100.0	0.2	1,019.5
Asian Longhorned Beetle	Study Area	762	15,466	5,049,873	88,906,531	5.4	94.6	54.8	965.0
Aspen Running Canker	Study Area	0	16,228	0	93,956,404	0.0	100.0	0.0	1,019.7
Armillaria Root Disease	Study Area	1	16,227	9,267	93,947,137	0.0	100.0	0.1	1,019.6
Beech Bark Disease	Study Area	0	16,228	0	93,956,404	0.0	100.0	0.0	1,019.7
Butternut Canker	Study Area	0	16,228	0	93,956,404	0.0	100.0	0.0	1,019.7
Beech Leaf Disease	Study Area	0	16,228	0	93,956,404	0.0	100.0	0.0	1,019.7
Browntail Moth	Study Area	504	15,724	2,809,360	91,147,044	3.3	96.7	33.4	986.3
Bur Oak Blight	Study Area	0	16,228	0	93,956,404	0.0	100.0	0.0	1,019.7
Black Stain Root Disease	Study Area	0	16,228	0	93,956,404	0.0	100.0	0.0	1,019.7
Balsam Woolly Adelgid	Study Area	0	16,228	0	93,956,404	0.0	100.0	0.0	1,019.7
Chestnut Blight	Study Area	0	16,228	0	93,956,404	0.0	100.0	0.0	1,019.7
Dogwood Anthracnose	Study Area	0	16,228	0	93,956,404	0.0	100.0	0.0	1,019.7
Douglas-fir Black Stain Root Disease	Study Area	0	16,228	0	93,956,404	0.0	100.0	0.0	1,019.7
Dutch Elm Disease	Study Area	22	16,206	91,043	93,865,361	0.2	99.8	2.1	1,017.7
Douglas-Fir Beetle	Study Area	0	16,228	0	93,956,404	0.0	100.0	0.0	1,019.7
Emerald Ash Borer	Study Area	94	16,134	908,080	93,048,323	0.9	99.1	8.9	1,010.8
Fir Engraver	Study Area	0	16,228	0	93,956,404	0.0	100.0	0.0	1,019.7
Fusiform Rust	Study Area	0	16,228	0	93,956,404	0.0	100.0	0.0	1,019.7
Forest Tent Caterpillar	Study Area	25	16,203	88,839	93,867,565	0.4	99.6	4.0	1,015.8
Goldspotted Oak Borer	Study Area	9	16,219	44,267	93,912,136	0.0	100.0	0.5	1,019.3
Heterobasidion Root Disease	Study Area	0	16,228	0	93,956,404	0.0	100.0	0.0	1,019.7
Hemlock Sawfly	Study Area	0	16,228	0	93,956,404	0.0	100.0	0.0	1,019.7
Hemlock Woolly Adelgid	Study Area	0	16,228	0	93,956,404	0.0	100.0	0.0	1,019.7
Jeffrey Pine Beetle	Study Area	0	16,228	0	93,956,404	0.0	100.0	0.0	1,019.7
Jack Pine Budworm	Study Area	0	16,228	0	93,956,404	0.0	100.0	0.0	1,019.7
Large Aspen Tortrix	Study Area	56	16,172	239,591	93,716,813	0.6	99.4	6.4	1,013.4
Laurel Wilt	Study Area	237	15,991	1,083,577	92,872,827	1.4	98.6	14.5	1,005.2
Mediterranean Oak Borer	Study Area	5	16,223	39,066	93,917,338	0.1	99.9	0.6	1,019.1
Mountain Pine Beetle	Study Area	0	16,228	0	93,956,404	0.0	100.0	0.0	1,019.7
Northern Spruce Engraver	Study Area	0	16,228	0	93,956,404	0.0	100.0	0.0	1,019.7
Oak Wilt	Study Area	112	16,116	779,135	93,177,269	0.8	99.2	8.6	1,011.1

Susceptibility to Pests by Stratum

Location: Carson, Los Angeles, California, United States of America
Project: City of Carson, Series: Summer 2026, Year: 2026
Generated: 7/6/2026

		Number of Trees		Replacement Value ($)		Leaf Area (%)		Leaf Area (ac)	
Pest Name	Stratum	Susceptible	Not Susceptible	Susceptible	Not Susceptible	Susceptible	Not Susceptible	Susceptible	Not Susceptible
Pine Black Stain Root Disease	Study Area	0	16,228	0	93,956,404	0.0	100.0	0.0	1,019.7
Port-Orford-Cedar Root Disease	Study Area	2	16,226	8,244	93,948,160	0.0	100.0	0.1	1,019.7
Pine Shoot Beetle	Study Area	997	15,231	11,820,776	82,135,628	11.7	88.3	119.6	900.2
Polyphagous Shot Hole Borer	Study Area	9,252	6,976	51,337,708	42,618,696	52.1	47.9	531.4	488.3
Red Pine Scale	Study Area	35	16,193	173,449	93,782,955	0.1	99.9	0.8	1,018.9
Spruce Beetle	Study Area	0	16,228	0	93,956,404	0.0	100.0	0.0	1,019.7
Spruce Budworm	Study Area	0	16,228	0	93,956,404	0.0	100.0	0.0	1,019.7
Subalpine Fir Mortality	Study Area	0	16,228	0	93,956,404	0.0	100.0	0.0	1,019.7
Spotted Lanternfly	Study Area	834	15,394	4,714,976	89,241,428	5.2	94.8	52.9	966.8
Sudden Oak Death	Study Area	1,182	15,046	5,509,276	88,447,128	5.5	94.5	55.8	963.9
Southern Pine Beetle	Study Area	997	15,231	11,820,776	82,135,628	11.7	88.3	119.6	900.2
Sirex Wood Wasp	Study Area	997	15,231	11,820,776	82,135,628	11.7	88.3	119.6	900.2
Thousand Canker Disease	Study Area	0	16,228	0	93,956,404	0.0	100.0	0.0	1,019.7
Western Balsam Bark Beetle	Study Area	0	16,228	0	93,956,404	0.0	100.0	0.0	1,019.7
Western Blackheaded Budworm	Study Area	0	16,228	0	93,956,404	0.0	100.0	0.0	1,019.7
Western Five-Needle Pine Mortality	Study Area	0	16,228	0	93,956,404	0.0	100.0	0.0	1,019.7
Winter Moth	Study Area	83	16,145	483,035	93,473,369	0.7	99.3	6.9	1,012.8
Western Pine Beetle	Study Area	0	16,228	0	93,956,404	0.0	100.0	0.0	1,019.7
White Pine Blister Rust	Study Area	0	16,228	0	93,956,404	0.0	100.0	0.0	1,019.7
Western Spruce Budworm	Study Area	0	16,228	0	93,956,404	0.0	100.0	0.0	1,019.7
All Pests	Study Area	11,808	4,420	70,681,613	23,274,791	71.7	28.3	731.5	288.2

Note: this table tells the potential pest risk rather than actual pest impact



APPENDIX G – RESOURCES FOR HOMEOWNERS AND BUSINESSES

Benefits of Trees

Trees provide social, communal, environmental, and economic benefits.

Trees provide benefits that promote health, social well-being, and even help your home. Trees serve many purposes in your local community and throughout the entire world.

Social Benefits

- Trees provide beauty and help people feel serene, peaceful, restful and tranquil.
- Trees significantly reduce workplace stress and fatigue and decrease recovery time after medical procedures.
- Trees may help reduce criminal activity.

Economic Benefits

- Property values of landscaped homes are 5%– 20% higher than non-landscaped homes.
- Individual trees have value that is affected by size, condition, and function. In general, the larger the tree, the greater the value.
- Air conditioning costs are lower in a tree-shaded home; and heating costs are reduced when a home has a windbreak.
- Well-maintained trees can add value to a home.

Communal Benefits

- City trees often serve architectural and engineering functions by providing privacy, emphasizing views or obstructing objectionable views.
- Trees may reduce glare/reflection or direct pedestrian traffic.
- Trees may soften, complement, or enhance architecture.
- Trees bring natural elements and wildlife habitats into urban surroundings, all of which increase the quality of life for residents in the community.



Environmental Benefits

(See figure above)

A: Leaves filter the air we breathe by removing dust and other particles; absorbing carbon dioxide and various air pollutants such as ozone, carbon monoxide and sulfur dioxide; and release oxygen.

B: Deciduous shade trees cool homes in the summer and allow the winter sun to heat homes when they lose their leaves.

C: Trees help cool the environment, working as a simple and effective way to reduce urban heat islands (pavement and buildings in commercial areas cause higher temperatures by absorbing the sun's heat).

D: Trees can serve as a windbreak. The more compact the foliage on the group of trees the more effective the windbreak.

E: Trees intercept water, store some of it and reduce stormwater runoff.

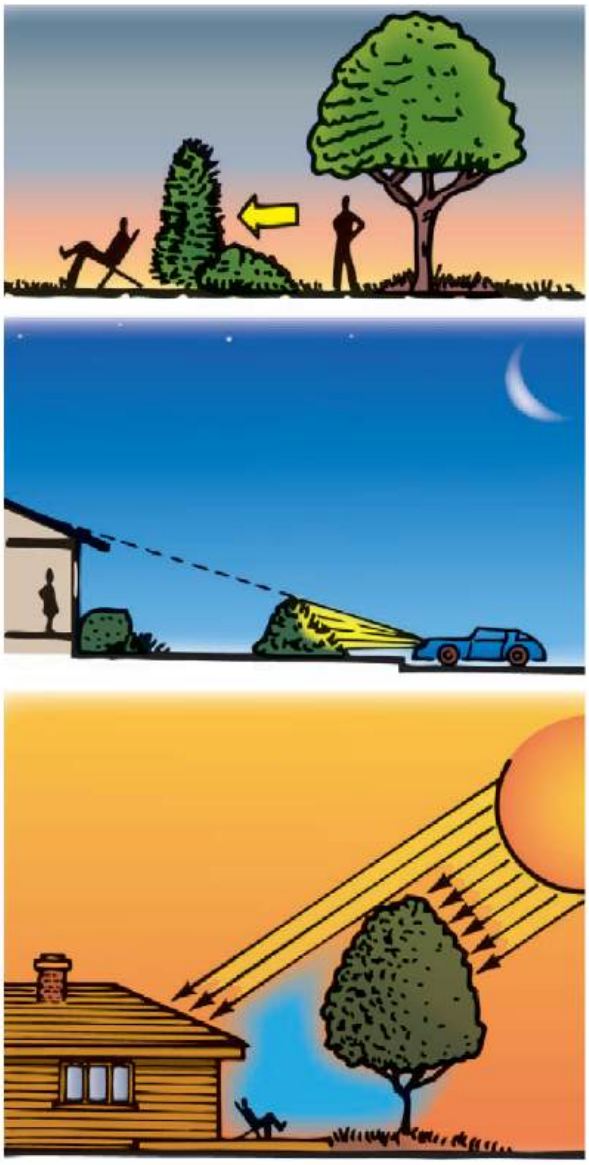
Trees Require an Investment

Trees provide numerous aesthetic and economic benefits, but can have costs. The costs associated with large tree removal and replanting with a smaller tree can be significant. In addition, the economic and environmental benefits produced by a young replacement tree are minimal when compared to those of a mature specimen.

Extending the functional lifespan of large, mature trees with routine maintenance can delay these expenses and maximize returns.

An informed home owner can be responsible for many tree maintenance practices. Corrective pruning and mulching gives young trees a good start. Shade trees, however, quickly grow to a size that may require the services of an arborist.

Your local garden center, university extension agent, community forester, or consulting arborist can answer questions about tree maintenance, suggest treatments, or recommend qualified arborists. ISA Certified Arborists® have the knowledge and equipment needed to prune, treat, fertilize, and otherwise maintain a large tree.



Selecting the right form (shape) to complement the desired function can significantly reduce maintenance costs and increase the tree's value in the landscape.

What Is a Certified Arborist?

ISA Certified Arborists are individuals who have proven a level of knowledge in the art and science of tree care through experience and by passing a comprehensive examination developed by some of the nation's leading experts on tree care.
ISA Certified Arborists must also continue their education to maintain their certification. Therefore, they are more likely to be up to date on the latest techniques in arboriculture.

Finding an Arborist

Visit TreesAreGood.org for free tools:

- The "Find an Arborist" tool can help you locate an arborist in your area.
- The "Verify a Credential" tool enables you to confirm whether an arborist has an ISA credential.

Be an Informed Consumer

One of the best methods to use in choosing an arborist is to educate yourself about some of the basic principles of tree care. Visit TreesAreGood.org to read and download all brochures in this series.

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Through research, technology, and education, the International Society of Arboriculture promotes the professional practice of arboriculture and fosters a greater worldwide awareness of the benefits of trees.

Buying High-Quality Trees

Discover guidelines for determining tree quality at time of purchase and for identifying problems with tree structure, roots, and injuries.

Trees serve many purposes in your local community and throughout the entire world. A high-quality tree, when planted and cared for, can become a long-lasting asset to your property. A low-quality tree may develop costly problems over time, increasing the need for maintenance and reducing the benefits a tree can provide.

What Determines Tree Quality?

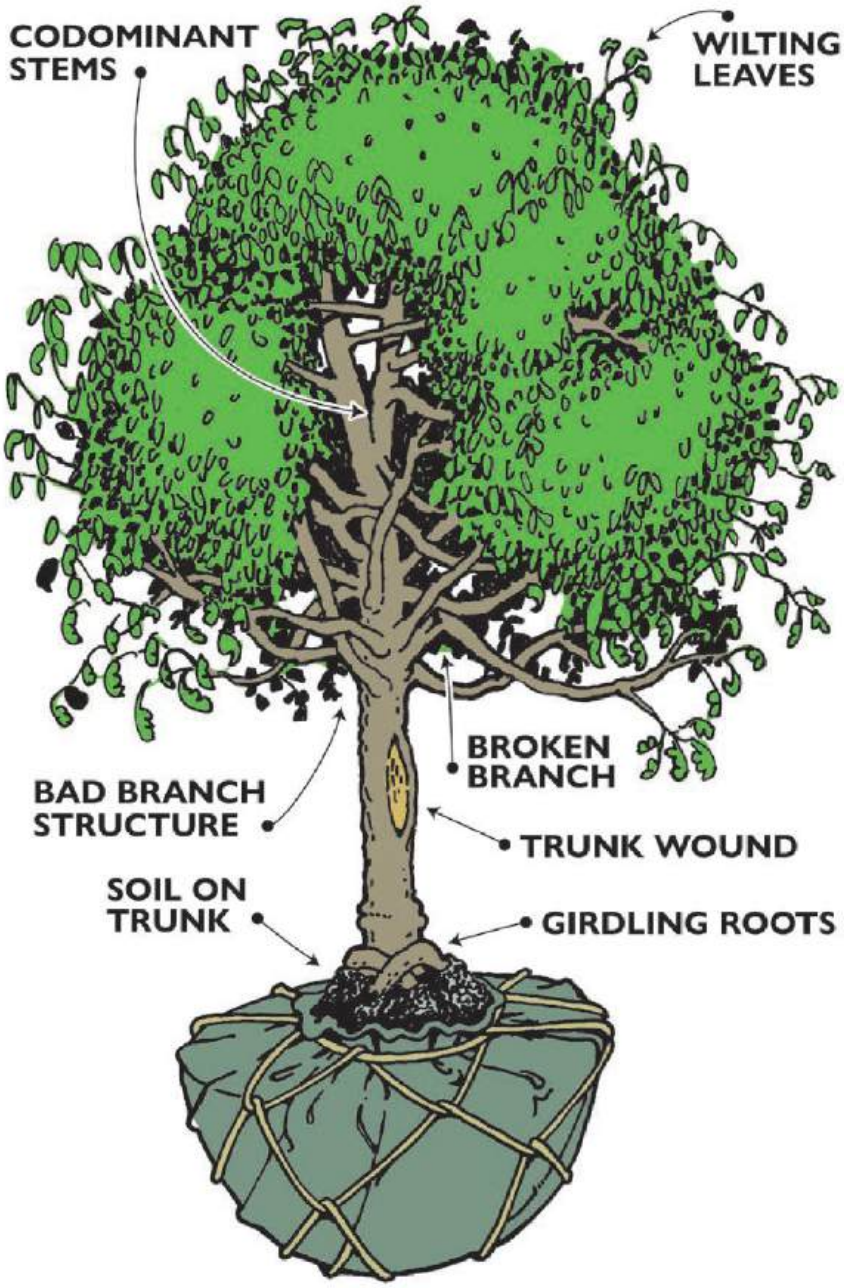
A high-quality tree has:

- A straight trunk with well-spaced branches.
- An exposed trunk free of wounds or damage.
- Roots growing straight out from the trunk.

A low-quality tree has:

- Weak form in which multiple stems originate from the same point and branches grow into each other.
- A trunk with wounds from handling or incorrect pruning.
- Limited, crushed, or circling roots in an undersized ball or container.

These problems can greatly reduce the tree's prospects for a healthy and productive life. When buying a tree, inspect it carefully to identify problems related to form, injuries, or roots.



Root Problems

Nursery trees are often classified based on how they are produced, harvested, and sold. Each type of tree has a unique root system:

- Bare root: no soil surrounding roots; usually small trees.
- Balled and burlapped: roots of field-grown trees surrounded by soil and held with burlap and wire or rope.
- Container: roots and soil in a container.

Bare Root Stock

Bare roots should not be crushed, torn, desiccated, or discolored. The ends of the roots should be cleanly cut. Damaged roots may be cut cleanly prior to planting and watering. The benefits of bare roots are that they tend to grow straight roots after planting and are easy to transport and plant. They have limitations; however, bare roots need to be planted soon after digging to prevent root drying and may not be suitable for all species.

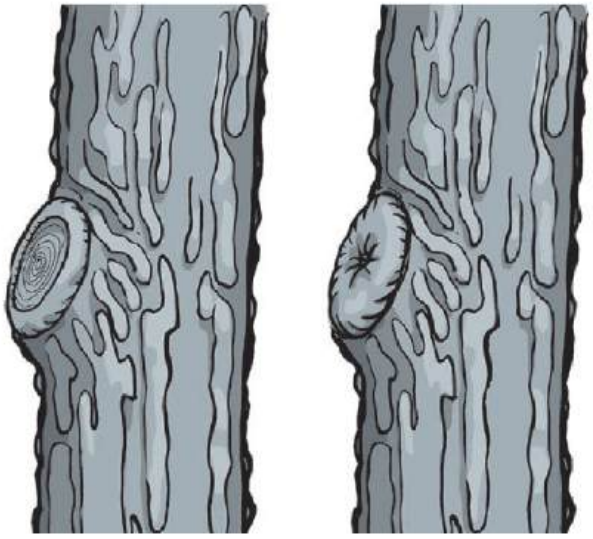
Balled-and-Burlapped Stock

You should be able to see the trunk flare (the area where the trunk widens and connects with the roots) at the top of the root ball. Avoid buying plants with badly damaged or compressed root balls. The top of the root ball should be flat. Rounding may be an indication of woody root loss.

The diameter of the root ball should be at least 10–12 times the diameter of the trunk as measured 6 inches (15 cm) above the trunk flare.

Container Stock

- Roots should not twist or circle in the container.
- Remove the root ball from the container for inspection.
- Pay special attention to larger, exposed roots.
- Circling roots may girdle *(see figure on right)* and kill other roots or the entire tree if wrapped around the trunk.
- Fine circling roots may be cut away at planting.
- Larger roots may be straightened if still flexible.
- You should be able to see the basal trunk flare with container-grown plants. If the trunk flare has been buried, gently expose it before planting the tree, taking care not to damage the bark.



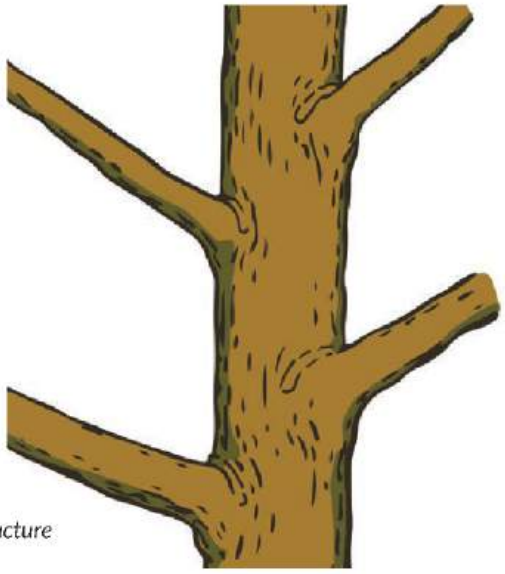
Injuries

Never buy a tree without thoroughly checking the trunk. If the tree is wrapped, remove the wrap and inspect the trunk for wounds, incorrect pruning cuts, and insect injuries. Wrap can be used to protect the trunk during transit, but should be removed after planting.

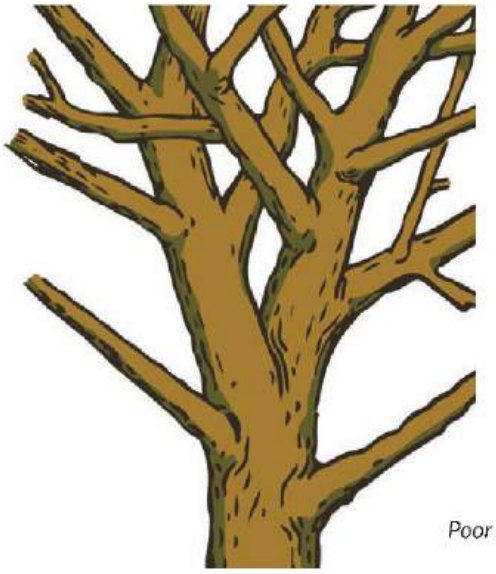
A correct pruning cut removes the branch just outside of the collar. A ring, or "doughnut," of sound tissues then grows around the cut *(see figure above)*. **Do not make cuts flush to the trunk.** Trunk tissues above and below a flush-cut branch often die, creating dead spots. When high summer or low winter temperatures occur, cracks or long, dead streaks may develop above and below the dead spots.

(Figure below) Girdling root as tree matures.





Good structure



Poor structure

Form

- When buying a young shade tree it is important to note that the branches you see may not be present at maturity. Many lower branches will be shaded out as the tree grows, or pruned away to allow clearance for pedestrians, traffic, mowing, or other activities.
- Many nurseries prune young trees to spur crown growth. This may lead to issues that must be addressed later with corrective pruning.
- Good strong form—branch architecture—starts with branches evenly spaced along the trunk. Branches should have firm, sturdy attachments to the trunk.
- Branches with narrow angles of attachment may cause problems later.
- When several branches are growing at the same position on the trunk, the likelihood of weak attachments, compression, and cracks increases greatly.
- Branches that press against the trunk or each other signal problems. These areas of contact may become compressed, crack, or die back.
- If you desire a tree with multiple trunks, make certain that the trunks are well separated at the ground line. Remember, trunks expand in diameter as they grow. Two trunks may be slightly separated when small, but as they grow the trunks will squeeze together.
- When planting remove only broken or torn branches to allow the tree to recover from the stress of transplanting.
- Many architectural issues can be addressed through corrective pruning or training. Begin corrective pruning one year after planting and space over several years.

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New Tree Planting

Information on proper practices for planting a tree with a nine-step approach to successful planting and establishment.

Purchasing a tree is an investment, and how well that investment grows depends on the type of tree selected, the location, and the care provided.

When to Plant

- Ideally during the dormant season—in the fall after leaf drop or in early spring before bud break.
- Weather conditions are cool and allow plants to establish roots in the new location before spring rains and summer heat stimulate new top growth.
- Healthy balled and burlapped or container trees can be planted throughout the growing season.
- In tropical and subtropical climates where trees grow year round, any time is a good time to plant a tree, provided that sufficient water is available.

Planting Stress

Balled-and-burlapped trees lose a significant portion of their root system when dug at the nursery. As a result, trees commonly exhibit what is known as "transplant shock." Transplant shock is a state of slowed growth and reduced vitality following transplanting.

Container trees may also experience transplant shock, particularly if they have circling (girdling) or kinked roots that must be cut. Proper site preparation, careful handling to prevent further root damage, and good follow-up care reduces transplant shock and promotes faster recovery.



Steps to Plant a Tree

Note: *Before you begin planting your tree, be sure you have located all underground utilities prior to digging.* ***811 is the national call-before-you-dig phone number.*** *Anyone who plans to dig should call 811 or go to their state 811 center's website.*

Carefully follow these nine steps to help your tree establish quickly in its new location:

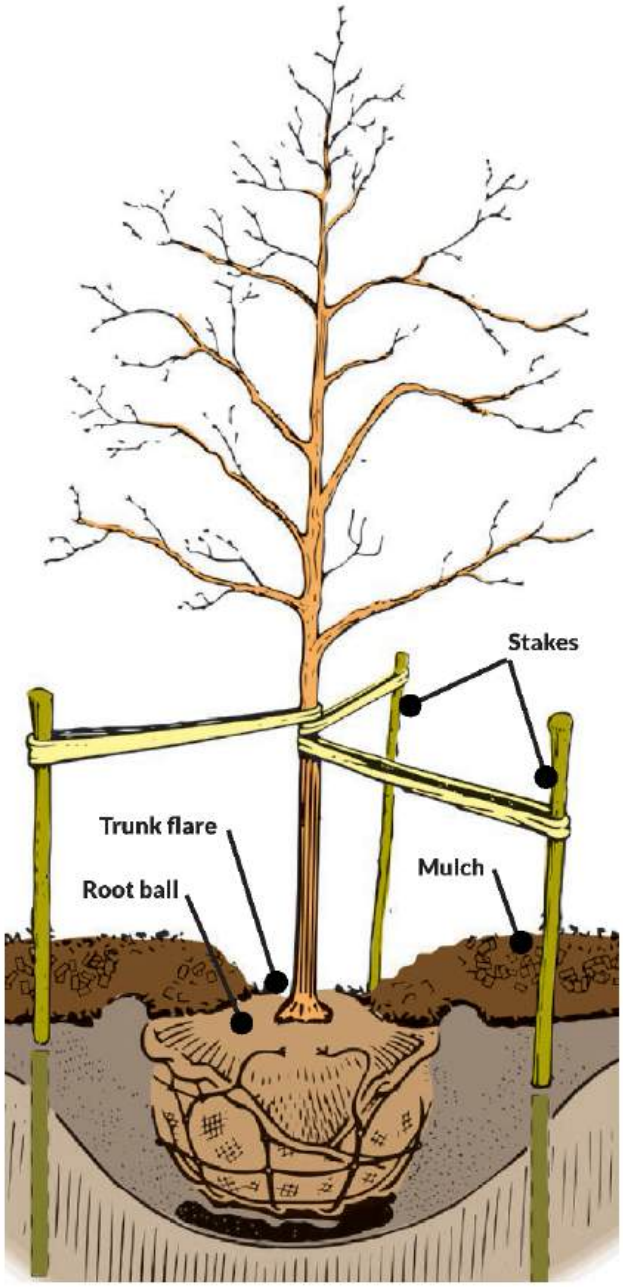
1. The trunk flare is where the trunk expands at the base of the tree. **Ensure trunk flare is partially visible after the tree is planted.** Remove excess soil prior to planting if flare is not visible.
2. Dig a shallow, broad planting hole. **Holes should be 2–3 times wider than the root ball**, but only as deep as the root ball.
3. If wrapped, remove any cover from around the root ball and trunk to facilitate root growth. Remove wire basket or cut one or two rings off so it is low-profile and will not interfere with future root growth. Inspect tree root ball for circling roots and straighten, cut, or remove them. Expose the trunk flare if necessary.
4. Place the tree at the proper height. When placing the tree in the hole, lift by the root ball, not the trunk. The majority of tree's roots develop in the top 12 inches (30 cm) of soil. Planting too deep can be harmful to the tree.
5. Straighten the tree in the hole. Before filling the hole, have someone examine the tree from several angles to confirm it is straight.
6. Fill the hole gently but firmly. Pack soil around the base of the root ball to stabilize it. Fill the hole firmly to eliminate air pockets. Further reduce air pockets by watering periodically while backfilling. Avoid fertilizing at the time of planting.
7. If staking is necessary, three stakes or underground systems provide optimum support. **Studies have shown that trees develop stronger trunks and roots if they are not staked**; however, it may be required when planting bare root stock or on windy sites. Remove stakes after first year of growth.

8. Mulch the base of the tree. Place a 2–3 inch (5–7.5 cm) layer of mulch, but be sure not to pile much right against the trunk. **A mulch-free area of 1–2 inches (2.5–5 cm) wide at the base of the tree will reduce moist bark and prevent decay.**

9. Provide follow-up care. Keep the soil moist by watering at least once a week, barring rain, and more frequently during hot, windy weather. Continue until mid-fall, tapering off as lower temperatures require less-frequent watering.

Other follow-up care to consider:

- Minor pruning of branches damaged during the planting process may be required.
- Prune sparingly after planting. Delay corrective pruning until a full season of growth.
- If trunk wrapping is necessary, use biodegradable materials and wrap from the bottom.



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Insect and Disease Problems

Improve your knowledge about insects and diseases that may affect tree health, and learn proper steps for diagnosis.

Insects and diseases can threaten tree health. As soon as you notice an abnormality in your tree's appearance, you should begin a careful examination of the problem. You should contact an ISA Certified Arborist® or identify the specific symptoms to try to diagnose the problem and select an appropriate treatment.

Stress

- For plants to grow and be healthy, they require sufficient light and a proper balance of nutrients. An improper balance may cause plant stress.
- Trees adjust their growth and development patterns to deal with environmental stresses.
- Sometimes the stresses trees experience in the landscape are more severe than they can handle and may make them more susceptible to certain insects and diseases.



Diagnosis

Correct diagnosis of plant health problems requires a careful examination of the situation.

1. Accurately identify the plant. Many insects and diseases are plant-specific. This helps limit the list of suspected diseases. Treatment without confirmation of the issue is often ineffective.
2. Look for a pattern of abnormality. Compare the affected plant with others on the site, especially those of the same species. Non-uniform damage patterns may indicate insects or diseases. Uniform damage over a large area usually indicates disorders caused by physical injury, poor drainage, chemical damage, or weather.
3. Carefully examine the landscape. The history of the neighboring property may reveal problems. Most living pathogens take a long time to spread, so if a large percentage of plants are affected quickly, a pathogen or insect is probably not involved.
4. Examine the roots. Brown roots may indicate dry soil or the presence of toxic chemicals. Black roots may indicate overly wet soil or the presence of root-rotting organisms.
5. Check the trunk and branches. Wounds caused by weather, fire, mechanical damage, or animals can provide entrances for pathogens and wood-rotting organisms. Large defects may indicate a potentially hazardous tree.
6. Note the position and appearance of affected leaves. Leaf damage alone is not generally sufficient to identify the pest or disease. Evidence of the affliction is needed to confirm the issue.

Insects

- Some insects cause injury and damage to trees and shrubs. Generally, the insect problem is secondary to problems brought on by a stress disorder or pathogen.
- Most insects are beneficial rather than destructive. They help with pollination or act as predators of more harmful species.
- Killing all insects without regard for their kind and function can actually be detrimental to tree health.

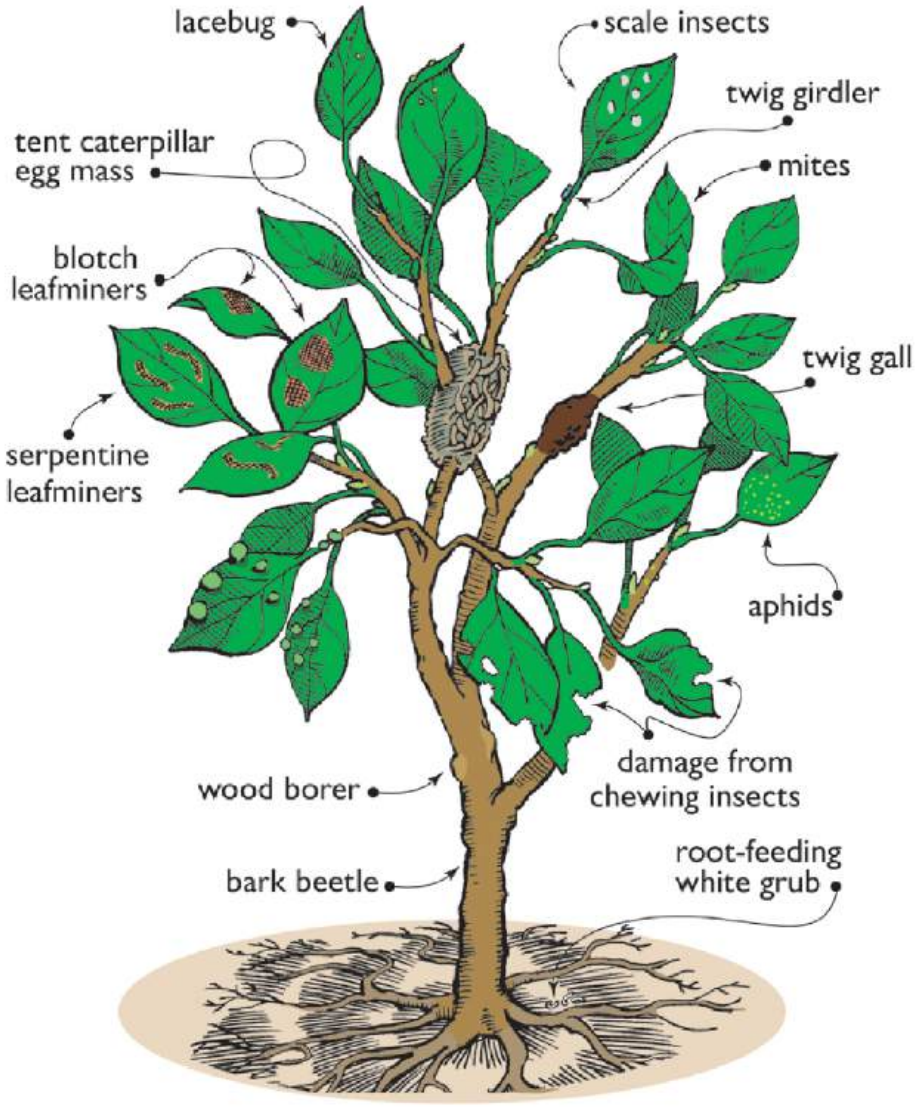
Insects may be divided into three categories according to their method of feeding: chewing, sucking, and boring. Insects from each group have characteristic patterns of damage that help with diagnosis.

Chewing insects eat plant tissue such as leaves, flowers, buds, roots, and twigs. Damage by these insects is often defined by uneven or broken margins on the leaves, skeletonization of the leaves, and leaf mining.

Chewing insects include beetle adults or larvae, moth larvae (caterpillars), and many other groups of insects. The damage they cause (leaf notching, leaf skeletonizing, etc.) will help in identifying the pest insect.

Sucking insects insert their beak (proboscis) into the tissues of leaves, twigs, branches, flowers, or fruit and then feed on the plant's juices. Some examples of sucking insects are aphids, mealy bugs, thrips, and leafhoppers.

Damage caused by these pests is often indicated by discoloration, drooping, wilting, leaf spots (stippling), honeydew, or general lack of vitality in the plant.



Boring insects spend time feeding beneath the bark of a tree as larvae. Some borers also kill twigs and leaves, either when adults feed or when larvae bore into stems after hatching from eggs.

Other borers, such as bark beetles, mate at or near the bark surface and lay eggs in tunnels beneath the bark.

Diseases

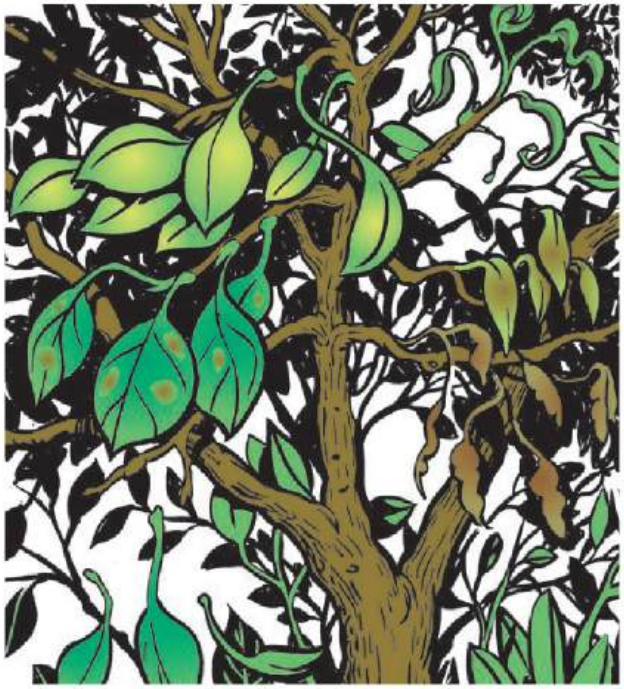
Three things are required for a disease to develop:

- A pathogen (disease-causing agent).
- A plant susceptibility to that particular pathogen.
- An environment suitable for disease development.

Plants vary in susceptibility to pathogens. Many disease-prevention programs focus on the use of pathogen-resistant plant varieties. Diseases can be classified into two broad categories:

- Infectious: transmittable diseases caused by microscopic living agents.
- Non-infectious: non-transmittable diseases that are inherited or the result of non-living agents.

Examples of infectious agents include fungi, fungal like microorganisms, viruses, and bacteria. Non-infectious diseases, the majority of plant problems in urban areas, can be caused by such factors as compacted soil, nutrient deficiencies, temperature extremes, vandalism, pollutants, and fluctuations in moisture. Non-infectious diseases often produce symptoms similar to those caused by infectious diseases. It is essential to distinguish between the two to determine proper treatment options.



Twisted or curled leaves may indicate viral infection, insect feeding, or exposure to herbicides. The size and color of the foliage may tell a great deal about the plant's condition.

Treatment

The treatment method used for a particular insect or disease problem will depend on the species involved, the extent of the problem, and a variety of other factors specific to the situation and local regulations. Always consult an ISA Certified Arborist® if you have any doubt about the nature of the problem or the proper treatment method to use.

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Mature Tree Care

Learn procedures specific to a routine maintenance program for mature tree care, including tree inspection, mulching, fertilization, pruning, and tree removal.

Trees serve many purposes in your local community; therefore, homeowners should think of tree care as an investment. A healthy tree increases in value with age and pays big dividends by increasing property values, beautifying surroundings, purifying air, and saving energy by providing cooling shade from summer's heat and protection from winter's wind.

Trees in the city or near houses need regular maintenance to promote health and structural integrity. An effective maintenance program, including regular inspections and necessary follow-up care—mulching, fertilizing, and additional soil management—can identify problems and correct them before they become damaging or fatal.

Tree Inspection

Regular tree inspections can detect changes in a tree's health before a disease, insect, or environmental problem becomes too serious. Mature trees should be inspected at least once a year to assess four characteristics of tree vitality: new leaf or bud formation, leaf size, twig growth, and absence of crown dieback (gradual death of the upper part of the tree).

Growth reduction is a fairly reliable cue that the tree's health has recently changed. An experienced arborist can look at twig growth from past years to determine whether there is a reduction in the tree's typical growth pattern.

In addition to tree health, tree stability is a major concern. There are some tree characteristics you can look for that can indicate structural weakness. These include cavity opening, extensive twig dieback, and the presence of fungal conks (mushrooms or brackets on the trunk).

Any abnormalities found during these inspections should be noted and monitored closely. Report your findings to your local tree care professional for advice on treatment options.

Pruning

- Pruning is often desirable or necessary to remove dead, diseased, or insect-infested branches and to improve tree structure, enhance vitality, or reduce risk.
- The removal of live branches creates a lasting wound; therefore, no branch should be removed without a reason.
- Pruning large trees requires special equipment, training, and experience.
- If pruning requires climbing, the use of a chain or hand saw, or the removal of large limbs, personal safety equipment is a must.

Arborists can assist in performing the job safely and reducing the risk of personal injury and damage to your property. They can also determine which type of pruning is necessary to maintain or improve the health, appearance, and safety of your trees.



Soil Management

- Soil tests are generally required before fertilizing or adjusting pH.
- Urban landscape trees often exist in soils that lack the nutrients, pH (acidity or alkalinity), drainage, or pore space (air and water space) needed for growth and development.
- Fertilization based on plant needs can correct many deficiencies that limit growth. Sometimes soil nutrients may be sufficient, but soil pH levels may prevent plant uptake. In this case, soil amendments, such as sulfur, lime, and even some mulches, can alter soil chemistry and help alleviate plant stress.
- Drainage systems or grading can help correct saturated soil conditions.
- Trenching or earthmoving within the tree's root zone may cause more harm than good.
- Compacted soils can be tilled mechanically or with compressed air to increase porosity and encourage root growth.
- When dealing with a mature tree, have the soil tested for nutrient content and texture. An arborist can arrange to have your soil tested at a soil testing laboratory and recommend treatments based on the results.

Mulching

- Mulching can reduce environmental stress by providing trees with a root environment that has fewer temperature and moisture extremes than the surrounding soil.
- Mulch reduces competition from weeds and grass and prevents mechanical damage by keeping lawn care equipment away from the tree's base.
- Mulches made from plant matter will add nutrients to the soil as they decompose and help improve soil biology.
- Mulch should be placed 2-4 inches (5-10 cm) deep. It should be placed near, but not touching, the trunk and extend to the dripline (furthest extent of the branches).



If you can't mulch the full distance, go as far from the trunk as possible while maintaining the landscape character.

Removal

Although tree removal is a last resort, there are circumstances when it is necessary. Arborists can help decide whether or not a tree should be removed and they possess the skills and equipment to safely and efficiently remove trees. Removal is recommended when a tree:

- Is dead, dying, or considered irreparably hazardous.
- Is causing an obstruction or is crowding and causing harm to other trees and the situation is impossible to correct through pruning.

With maintenance, trees can add aesthetic and economic value to your property. Poorly maintained trees can be a significant liability.

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Plant Health Care

Learn what plant health care means, what its implementation involves, and how trees and shrubs benefit from it.

Proper plant health involves monitoring and using preventative treatments to ensure your trees stay healthy. Discolored leaves, dead branches, or early leaf drop are all symptoms that may require contacting an arborist.

Sometimes the cause of concern is a minor problem, other times the problem is more complex and requires a remedy. Unfortunately, if the problem has gone undetected for too long, removal may be the only option.

The Solution: Plant Health Care

To give property owners more options, arborists created Plant Health Care (PHC) programs. The objective of PHC is to maintain or improve the landscape's appearance, vitality, and safety using the most effective and environmentally sensitive practices and treatments available. PHC involves routine monitoring, preventive treatment, and a working relationship between the arborist and the property owner.

Why Plant Health Care, Not Tree Health Care?

Trees share your home's landscape with turfgrasses, shrubs, and other plants, all of which are bedded in the same soil. The roots of all the plants intermingle and compete for water and nutrients. The roots of a single mature tree may extend well into your lawn or flower beds.

Every treatment applied to the lawn can impact the appearance and vitality of a tree. Conversely, treatments applied to a tree can influence the appearance and vitality of the underlying turfgrass. The care of each plant in a landscape can affect the health of every plant in the landscape.

What Does a Tree and Shrub PHC Program Cover?

Just like no two landscapes are the same, and client objectives can vary, there is no standard PHC program; however, PHC programs have common features.

PHC involves monitoring tree and shrub health, which allows for problems to be detected and managed before they become serious. The monitoring may be as simple as annual visits or it may involve monthly or more frequent inspections of your trees and shrubs. The monitoring frequency and complexity of your PHC program depends on the size and diversity of your landscape, as well as your particular landscape goals.

If a problem or potential problem is detected during a monitoring visit, your arborist will work with you to develop a solution such as reducing lawn irrigation frequency so soil conditions aren't too moist for tree roots.

Other solutions include more detailed suggestions, such as pruning or spot applications of pesticides. Your arborist will provide you with information about your trees and shrubs that will let you make appropriate management decisions for your budget and goals.



Why Contact an Arborist for Plant Health Care?

- Arborists have the experience and training to detect potential tree and shrub problems before they become life-threatening or hazardous.
- Arborists can prescribe services for trees and shrubs to prevent problems.
- Arborists can consult with other landscape and lawn care services to coordinate treatments.

The size and longevity of trees and shrubs warrant special attention. Annual plants can be replaced in a few short weeks and a lawn in a single growing season, but it can take a lifetime to replace a mature tree.

How to Choose an Arborist

Visit TreesAreGood.org and use the "Find an Arborist" tool to locate an arborist in your area. You can also check with professional organizations, such as the International Society of Arboriculture (ISA), the Tree Care Industry Association (TCIA), or the American Society of Consulting Arborists (ASCA).

Ask for proof of insurance and references, and don't hesitate to check them. Remember, tree care is a substantial, long-lasting investment in your valuable assets; take the time to select a knowledgeable professional to care for your landscape.



What Will a PHC Program Cost?

Because each program is individually designed to fit the needs of a particular landscape, accurate pricing will depend on findings from an arborist's site visit and assessment. You may have an interest in developing a plan for a few key trees in your landscape, or have the entire landscape placed on a program.

PHC programs can also be structured in different ways. For example, some programs charge a fee for monitoring and bill each treatment separately. Other programs have an annual fee that covers all monitoring visits for the season as well as many potential treatments. These more comprehensive programs provide peace of mind in knowing that treatments for most potential problems are already covered by the program without additional charges. Individualized programs and flexibility are at the heart of PHC. You will find that your arborist can design a Plant Health Care program that fits your goals and budget.

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Proper Mulching Techniques

Mulching is one of the most beneficial practices a homeowner can use for better tree health.

Mulches are applied to the soil surface to maintain moisture and improve soil conditions. However, if misapplied, mulch may have little, or even negative, impact on trees.

Benefits of Proper Mulching

- Reduces soil moisture loss through evaporation.
- Controls weed germination and growth.
- Insulates soil, protecting roots from extreme summer and winter temperatures.
- Improves soil biology, aeration, structure (aggregation of soil particles), and drainage over time.
- Increases soil fertility as certain mulch types decompose.
- Inhibits certain plant diseases.
- Reduces the likelihood of tree damage from string trimmers and lawn mowers.
- Gives planting beds a uniform, cared-for look.

Trees growing in a natural forest environment have their roots anchored in a rich, well aerated soil full of essential nutrients and soil microorganisms. The soil is blanketed by fallen leaves and other organic materials that organisms break down to release nutrients into the soil. This environment is optimal for root growth and mineral uptake.

Urban landscapes and new developments, however, are typically harsher environments with poor-quality soil, reduced organic matter, and large fluctuations in soil temperature and moisture. Many benefits of the natural environment can be replicated, while maintaining a more formal appearance, with the application of an organic mulch.

Types of Mulch

Organic Mulch

- Examples include wood chips, pine needles, hardwood and softwood bark, cocoa hulls, leaves, compost mixes, and a variety of other products usually derived from plants.
- Decomposes in the landscape at different rates depending on the material, climate, and soil microorganisms present.
- Requires more replenishing depending on how fast it decomposes.

Inorganic Mulch

- Examples include various types of stone, lava rock, shredded rubber, and other materials.
- Does not decompose or need to be replenished often.
- Does not improve soil structure or provide nutrients.

Not Too Much!

Too much mulch can be harmful. The recommended mulching depth is 2–4 inches (5–10 cm). Unfortunately, many landscapes are falling victim to a plague of over mulching.

"Mulch volcanoes" are excessive piles of mulch materials applied around the base of trees.



While organic mulches must be replenished over time, buildup can occur if reapplication outpaces decomposition or if new material is added simply to refresh color.

Deep mulch can be effective in suppressing weeds and reducing maintenance, but it often causes additional problems.

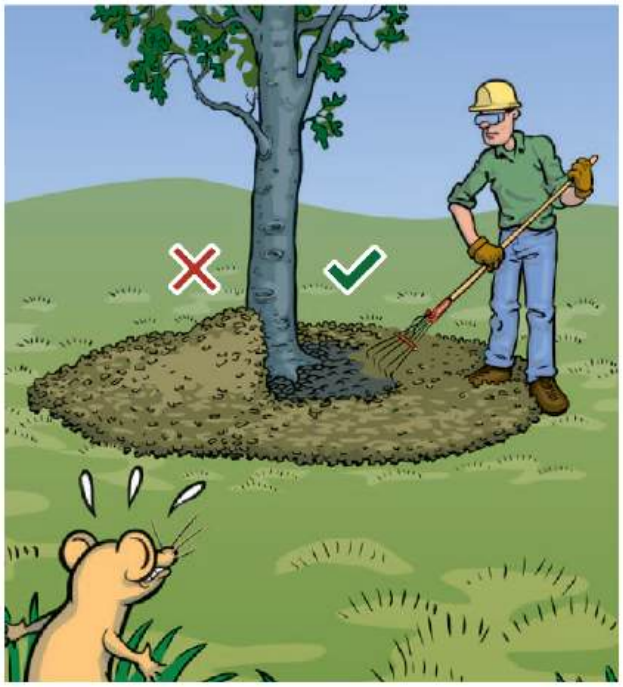
Problems Associated with Improper Mulching

- Applying mulch against the trunk or stems of plants can soften the tissues, making them more susceptible to the development of insects and diseases *(see figure top right)*.
- Mulch against the trunk can also lead to the growth of stem girding roots. This type of root growth can reduce tree growth or eventually kill the tree.
- Thick blankets of fine mulch can become matted and may reduce the penetration of water and air.
- On wet soils, applying more than 2 inches (5 cm) of organic mulch can reduce soil drying, which can lead to excess moisture in the root zone, which can stress the plant and cause root rot. In these cases, it may be best to leave bare ground exposed or to use a thin layer of inorganic mulch.
- Some mulches, especially those containing fresh grass clippings, can affect soil pH and may eventually lead to nutrient deficiencies or toxic buildups. Anaerobic "sour" mulch may give off pungent odors, and the alcohols and organic acids that build up may be toxic to young plants.

Guidelines for Applying Mulch

The choice of mulch and the application techniques are important to the health of landscape plants. The following are guidelines for applying mulch:

- For well-drained sites, apply a 2–4 inch (5–10 cm) layer of mulch. Fine mulches, such as composed materials, should be applied in a 2–3 inch layer and coarse mulches, such as arborist wood chips, should be applied in a 3–4 inch layer.
- Apply mulch near, but not touching, the trunk and extend to the drip line, if practical. If it is not practical to apply mulch to the drip line, apply as far out as you can. Generally, a 3 foot (1 meter) radius ring is the minimum for most trees.
- If the species you are mulching has symptoms related to a pH problem, select a mulch that can aid in correcting.
- If mulch is already present, check the depth. If sufficient mulch is present, break up any matted layers and refresh the appearance with a rake. Some landscape maintenance companies spray mulch with a water-soluble, vegetable-based dye to add color to faded material.
- If mulch is piled against the stems or tree trunks, pull it back several inches/centimeters so that the base of the trunk is exposed *(see figure top right)*.
- Fresh arborist wood chips, especially those that contain bark and leaves, are an excellent material to apply around trees and large shrubs.



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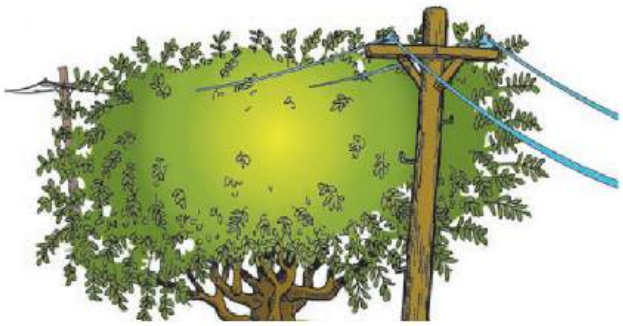
Tree Selection and Placement

Understand the various factors to consider when selecting trees.

Tree selection and placement are important decisions a homeowner makes when landscaping or replacing a tree. Matching the tree to the site benefits both the tree and the homeowner.

Before asking, "What kind of tree should I plant?" consider the following:

- Why is it being planted and what function will it serve?
- What are the soil conditions?
- How will necessary maintenance be provided?
- What size tree is best suited for the location? How large will the tree be when full grown? Do overhead or below ground utilities prevent planting a tree? What clearance is needed for sidewalks, patios, or driveways?



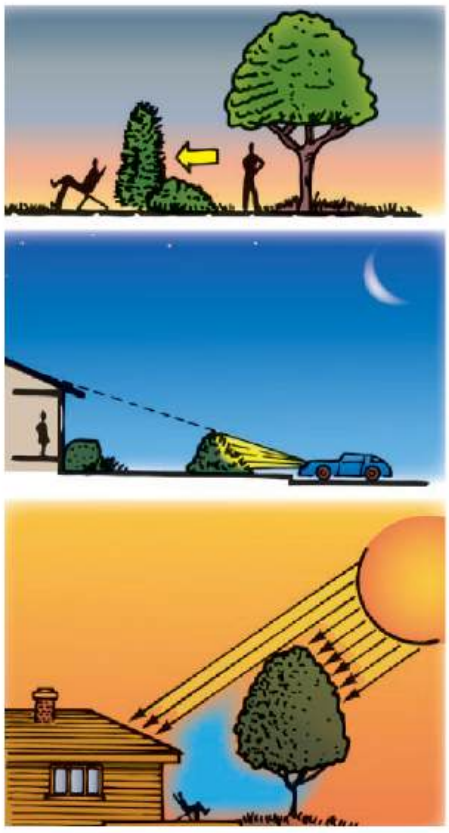
Form and Size

Selecting the right form (shape) to complement the desired function can reduce maintenance costs and increase the tree's value.

- Mature tree size determines the level of benefits received.
- Larger trees typically provide the greatest economic and environmental returns.
- Depending on the site restrictions, you can choose from hundreds of form and size combinations.
- Low spreading trees may be planted under overhead utility lines, while a tall evergreen may provide a screen.

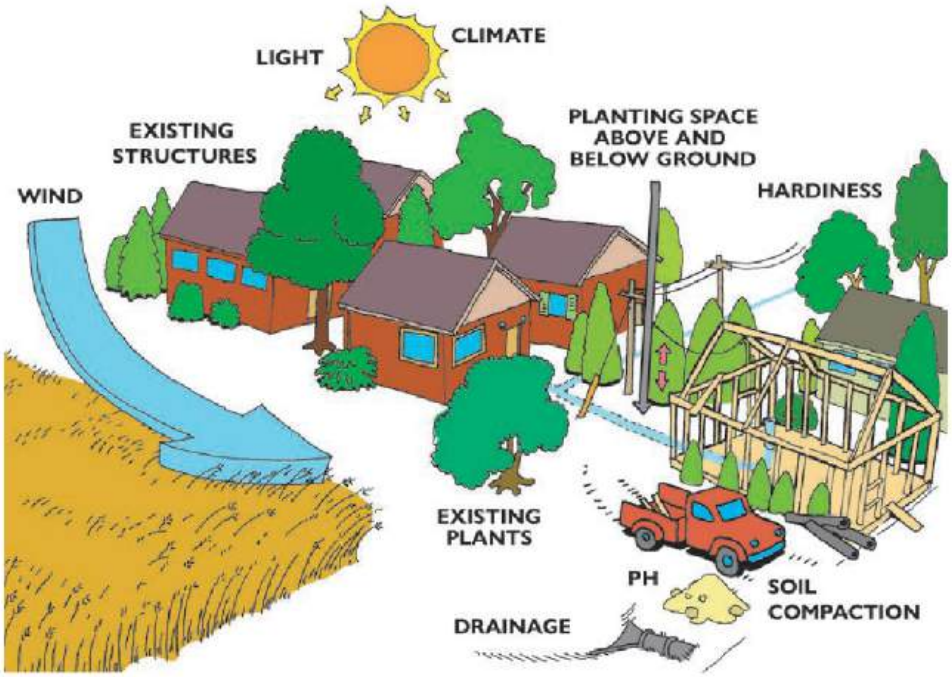
Tree Functions

- Healthy trees increase property values.
- Deciduous shade trees cool homes in the summer and allow the winter sun to heat homes when they lose their leaves.
- Evergreens can provide a windbreak or a screen for privacy.
- Fruit trees or shrubs can provide food for owners or wildlife.
- Street trees reduce the glare from pavement, reduce runoff, filter pollutants, add oxygen, and improve overall appearance and quality of life.
- Trees also provide environmental benefits such reducing the amount of carbon dioxide in the atmosphere.



Site Conditions

Choosing a tree for the right site conditions is the key to tree survival and reduced maintenance. Consider the following:



Soil conditions

- The soil in dense urban areas and new subdivisions is often disturbed, shallow, compacted, and subject to drought. An arborist can take soil samples from your yard for testing to determine which trees are suited for your property and may provide recommendations to improve the soil condition.

Exposure (sun and wind)

- The amount of available sunlight will affect tree and shrub selection. Wind exposure is also a consideration.

Space constraints

- Available planting space can be limited by many factors, such as overhead or underground utilities, pavement, buildings, visibility, or other trees. Ensure there's adequate room to let trees grow above and below ground.

Hardiness zone

- Hardiness is the tree's ability to survive extreme temperatures of a specific region. Research plants for their hardiness information in your region.

Human activity

- The top five causes of tree death result from things people do. Soil compaction, under-watering, overwatering, vandalism, and the number-one cause — planting the wrong tree — account for more tree deaths than all insect- and disease-related tree deaths combined.

Drainage

- Roots require oxygen to develop; poor drainage limits oxygen availability and may kill the tree.

Insect and disease susceptibility

- Every plant has its particular pest and disease problems and the severity varies geographically.

Personal preferences and site constraints also play major roles in the selection process.

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Through research, technology, and education, the International Society of Arboriculture promotes the professional practice of arboriculture and fosters a greater worldwide awareness of the benefits of trees.

Why Topping Hurts Trees

Learn why topping is not an acceptable pruning technique and discover recommended alternatives.

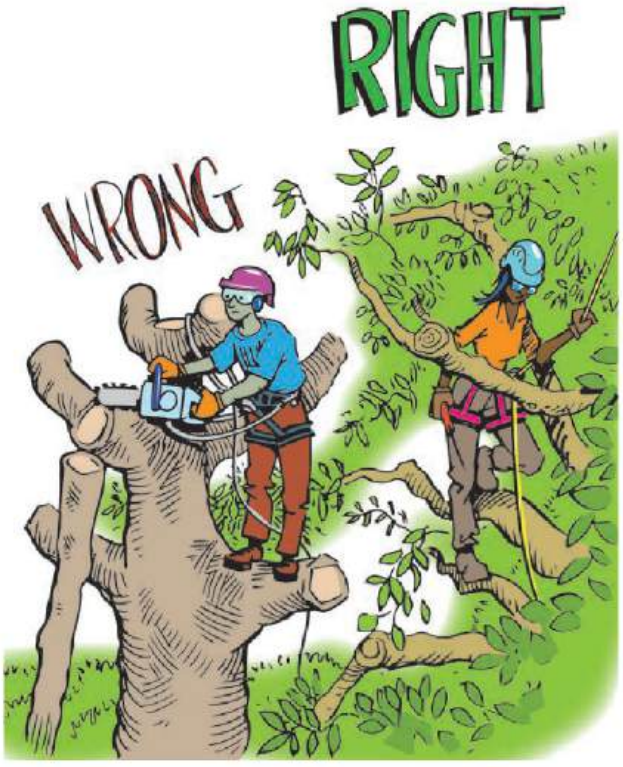
Topping is perhaps the most harmful tree pruning practice known. Yet, despite more than 25 years of literature and seminars explaining its harmful effects, topping remains a common practice.

What Is Topping?

Topping is the indiscriminate cutting of tree branches to stubs or to lateral branches that are not large enough to assume the terminal role.

Other names include "heading," "tipping," "hat-racking," and "rounding over."

Topping is often used to reduce the size of a tree. Homeowners may feel a large tree poses a risk to their property; however, topping is not a viable method of height reduction, and may increase risk in the long term.





Topping Stresses Trees

Leaves are the food factories of a tree; however, topping can remove 50-100% of a tree's leaf-bearing crown. Removing the leaves can potentially starve a tree and trigger various survival mechanisms. Dormant buds are activated, forcing rapid growth of multiple shoots below each cut. The tree needs to grow a new crop of leaves as soon as possible. If a tree does not have the stored energy reserves to do so, it will be seriously weakened and may die.

A stressed tree with large, open pruning wounds is more vulnerable to insect and disease infestations. The tree may lack sufficient energy to chemically defend the wounds against invasion, and some insects are actually attracted to the chemical signals trees release.

Topping Can Lead to Sunburn

Branches within a tree's crown produce thousands of leaves to absorb sunlight. When the leaves are removed, the remaining branches and trunk are suddenly exposed to high levels of light and heat. The result may be sunburn of the tissues beneath the bark, which can lead to cankers, bark splitting, and death of some branches.



Topping Can Lead to Unacceptable Risk

The survival mechanism that causes a tree to produce multiple shoots below each topping cut comes at great expense to the tree *(see figure above)*. These shoots develop from buds near the surface of the old branches. Unlike normal branches that develop in a socket of overlapping wood tissues, these new shoots are anchored only in the outermost layers of the parent branches and are weakly attached.

The new shoots grow quickly, as much as 20 feet (6 m) in one year in some species. Unfortunately, the shoots are weakly attached and prone to breaking, especially during windy or icy conditions. While the original goal was to reduce risk by reducing height, risk of limb failure has now increased *(see figure below)*.



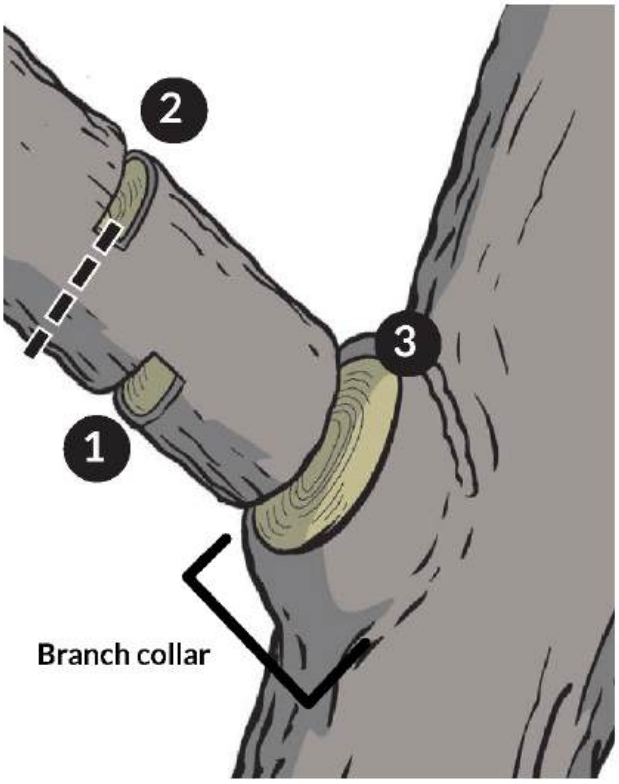
Topping Makes Trees Ugly

Topping destroys the natural form of a tree. Trees form a variety of shapes and growth habits, all with the same goal of presenting their leaves to the sun. Topping removes the ends of the branches, often leaving ugly stubs. Without leaves (for up to six months of the year in temperate climates), a topped tree appears disfigured and mutilated. **A tree that has been topped can never fully regain its natural form.**

Topping Leads to Decay

Correct pruning cuts are made just beyond the branch collar *(see figure below)*. The tree is biologically equipped to close such a wound if the tree is healthy enough and the wound is not too large.

Cuts made indiscriminately between lateral branches create stubs or wounds that the tree may not be able to close. The exposed wood tissues begin to decay. Normally, a tree will "wall off," or compartmentalize, the decaying tissues, but few trees can defend the multiple severe wounds caused by topping. The decay organisms are given a free path to move through branches.



How to Make a Pruning Cut:

1. Make an undercut about 12–18 inches (30–46 cm) from the limb's point of attachment.

2. Make a second cut from the top, directly above or a few inches farther out on the limb. Doing so removes the limb, leaving a stub.

3. Remove the stub by cutting back to the branch collar, but do not cut the collar. This technique reduces the possibility of tearing the bark.

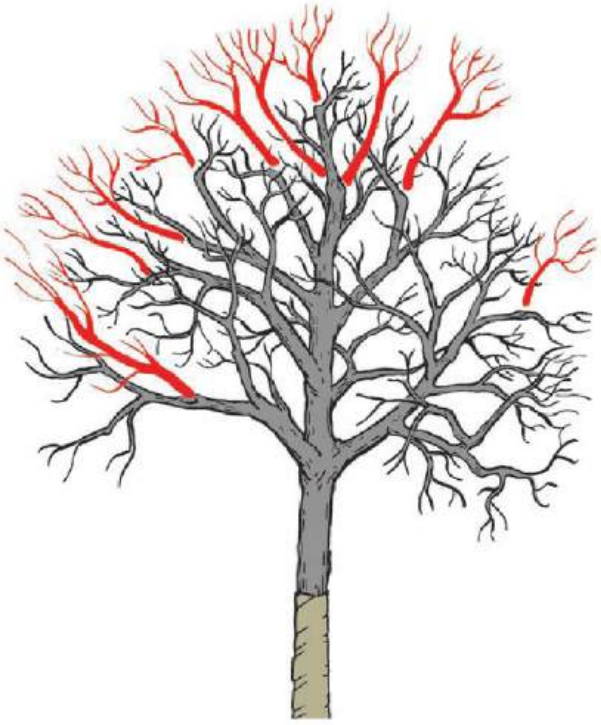
If the tree has started closing over a stub, cut just the dead stub and not the live tissue.



Topping Is Expensive

The cost of topping a tree is not limited to only the job cost. Some hidden costs include:

- Increased maintenance costs. If the tree survives, it will likely require corrective pruning within a few years (e.g., crown reduction or storm damage repair). If the tree dies, it will have to be removed.
- Reduced property value. Healthy, well-maintained trees can add 10–20% to the value of a property. Disfigured, topped trees are considered an impending expense.
- Increased liability potential. Topped trees may pose an unacceptable level of risk. Because topping is considered an unacceptable pruning practice, any damage caused by branch failure of a topped tree may lead to a finding of negligence in a court of law.



Proper branch reduction preserves natural form.

Alternatives to Topping

Sometimes a tree must be reduced in height or spread, such as for providing utility line clearance. There are recommended techniques for doing so. Small branches should be removed back to their point of origin. If a larger limb must be shortened, it should be pruned back to a lateral branch that is large enough (at least one-third the diameter of the limb being removed) to assume the terminal role. This method of branch reduction helps to preserve the natural form of the tree.

Sometimes the best solution is to remove the tree and replace it with a species that is more appropriate.

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Avoiding Tree Damage During Construction

Possible ways in which existing trees may be damaged during a construction project and methods for planning and facilitating the prevention of tree damage.

The Importance of Engaging an Arborist

The process of protecting trees during construction is not always easy, but the benefits can be substantial. Larger trees provide aesthetic beauty, financial value, and benefits to the environment and quality of life.

Construction damage to trees may take many years to impact the tree and can be deadly. Small injuries accumulating over time can start a hard-to-reverse decline.

To ensure that trees will survive and thrive after construction, it is important to work with an ISA Certified Arborist® from the beginning of the planning phase through to the end of the post-construction phase of the project. The sooner and more involved an ISA Certified Arborist is in the project, the greater chance of maintaining or improving tree health and survival.

The Critical Root Zone and Tree Protection Zone

A tree's tolerance for damage depends on its age, species, condition, and other factors. One of the most important factors is the tree's root zone.

A tree's root zone can extend far from the trunk and outer branch spread. The portion of the root zone that is essential for tree health and stability is called the critical root zone.

One of the early steps in protecting trees and the critical root zone during construction is to have an ISA Certified Arborist define a tree protection zone. This area should have specific limitations to construction activity and requirements for protection.

Finding the balance between project requirements and protection zones requires an ISA Certified Arborist and a cooperative construction team.



How Construction Can Damage or Kill Trees

Root Damage: Grading, trenching, paving, altering drainage patterns, and adding or removing soil within a tree's critical root zone damages tree roots. If too many roots are damaged, the tree will be affected.

Soil Compaction: Heavy construction equipment increases soil density (compaction), slowing root growth, limiting water penetration, and decreasing oxygen needed for root survival.



Physical Injury to Trunk Crown and Root Collar: Construction equipment can break branches, tear bark, and wound the trunk. These wounds weaken the tree and allow the entry of decay-causing fungi. The base of the tree and its root collar are especially vulnerable to damage from machinery and soil or debris placed over the lower trunk.

Heat and Chemical Damage: Bark and foliage are easily damaged by the heat from running machinery and burning material. When spilled fuels and runoff from cleaning concrete delivery vehicles seep into the the soil, soil chemistry changes and root growth and function are reduced.

Removal of Supporting Trees: Closely spaced trees grow as a community, supporting and protecting each other. Removing some of the trees exposes the remaining trees to sunscald stress or structural failure.

Getting Advice

To protect your trees during construction, engage an ISA Certified Arborist to be a member of the project design team. This arborist is typically the only member of the team that represents the interest of the trees. Have the arborist work on any decisions that impact trees throughout all the phases of the project.

Planning and Design Phase

Ensure the ISA Certified Arborist is involved early in the planning phase of construction. Minor design changes can result in significant reductions in tree damage and make a great difference in whether a tree will survive.

There are many options an arborist might suggest during the planning and design phase to protect trees: driveways and walls can be realigned; grading can be reconfigured; structures such as footings or paving can be designed to bridge over roots; and utilities can be rerouted or tunneled under roots.

All tree protection requirements determined by the arborist should be incorporated into the project plans.

Pre-Construction Phase

Prior to the start of work, an arborist can recommend where tree protection fences should be installed. Fences should have signs attached to inform people of why they should stay out and who to contact if they need to get in.

If machinery must come close to a tree trunk, an arborist can recommend how the trunk can be protected from damage with additional protection materials.

If there will be trenching, grading or other excavation near trees that may damage roots, an arborist can prune roots out of the way before excavation, or cleanly cut them before any damage is done.

If there is significant root loss or if construction is done during dry periods, an arborist can develop a temporary irrigation system. This may be from nearby hoses or water may need to be trucked into the site.

AnISA Certified Arborist can also help create a plant health care program that will monitor and treat stress, diseases and insect pests throughout all phases of construction.

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Construction Phase

During the construction phase, trees and any required protection zones must be monitored by an arborist regularly. Having access to the construction site allows the arborist to confirm the requirements are properly being followed.

Construction plans may change often and the arborist can make adjustments to protect trees as the project changes. Flexibility and establishing trust between all team members is critical to the successful preservation of large trees.

Post-Construction Phase

At the end of the project, installation of new plantings, irrigation, lighting, and planting soil are often made close to existing trees. These new changes in a tree's enviroment can have a devastating impact on the tree.

Despite the best tree protection plans and intentions, construction can result in unintended damage that may take years to become apparent. An ISA Certified Arborist can develop a post-construction maintenance plan to help trees recover and adapt to their new environment.

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Avoiding Tree & Utility Conflicts



Many factors should be considered prior to planting. Here are some helpful hints for tree planting around utilities.

Think about the balance between the benefits of trees with those provided by utilities. We need both for livable communities and it's possible to have both with proper planning.

For trees to thrive they need room. The ultimate mature height and spread of a tree must fit within the available growing space. This includes not only above ground, but also the soil area below, which must be large enough to accommodate the rooting habits of the species.

Preventing tree-utility conflicts is a serious matter. It not only potentially involves tree roots or branches growing into utility facilities, but also tree parts or whole trees that can fail and damage utilities, particularly in inclement weather.

The potential consequences of tree-utility conflicts include disruption of critical services, like electricity, water, or natural gas. These conflicts can also involve widespread property damage, personal injury, and loss of life.

Underground Utilities

Electric, gas, water, and sewer lines installed underground can be compromised by tree roots. Roots commonly spread many times the breadth of the tree crown and can extend out farther than the height of a tree.

Electric Utilities
Modern electric lines are resistant to root damage, particularly if installed at a depth below where tree roots commonly explore. However, the life of underground lines is limited, and they will eventually need to be repaired or replaced. Excavation for that work can damage tree roots, harming or even killing trees.

Water and Sewer Utilities
New water and sewer lines made of steel or PVC are also generally resistant to root damage. Older cement, clay, or cast-iron pipes that have degraded may develop leaks. Moisture from the leaks attracts tree roots, which can penetrate and expand the cracks, further damaging the pipes.

Natural Gas Utilities
Natural gas operators often keep the area directly over, and 10 feet each side, of pipelines free of trees to protect them from potential tree root damage and allow for pipeline inspection and maintenance activities. Species that are sensitive to natural gas are sometimes planted over the pipeline to help expose gas leaks. Many providers also have tree height and diameter restrictions out as far as 25 feet further than the clear tree zone.

Locating Underground Utilities
The greatest danger to underground utilities occurs during planting. Accidental digging into underground utilities can cause costly repairs to restore interrupted service or result in injury or loss of life. Before digging call your utility company or locator service to make sure you have located underground utilities. Never assume that utilities are buried deeper than you plan to dig. Locating underground utilities before digging is often required by law.

Overhead Utilities

There are several types of utilities located overhead on poles. In general, the higher the lines on poles and more robust the structure, the greater the voltage and more space required from trees.

There are four main types of lines: communication, secondary, primary, and transmission.

Communication Lines

The lowest lines on poles are often communication lines. They are not designed to carry electricity but can become energized.

Secondary Lines

Above communication lines are secondary lines. These carry household voltage of 120/240 volts in North America. Many of these lines are insulated.

Most operators do not try to prevent vegetation contact with communication and insulated secondary lines. However, many utility providers will prune trees to protect them from abrasion and deflection.

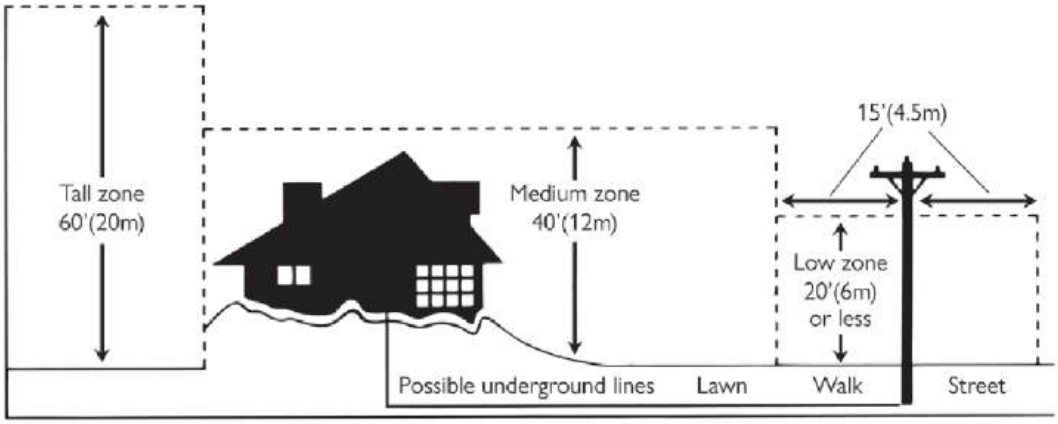
Some secondary lines are not insulated, and most electric utilities will systematically prune vegetation away from these types, but not enough to prevent contact before the next scheduled maintenance.

Primary Lines

Above secondary lines are primary lines. These are often located on top of single poles or on cross arms.

Transmission Lines

Transmission lines frequently carry hundreds of thousands of volts. It is best not to allow trees to develop with the potential to grow into them.



Tree Zones for Distribution Lines

Proper species selection and placement is important so trees have room to mature without having to be repeatedly pruned to keep them from interfering with utility lines. Species shape and size should fit into three zones relative to distribution lines: low, medium, and tall.

Tall Zones

The tall zone is at least 50 feet (15 meters) away from distribution lines. Trees with any potential mature height, including large species, may be selected for the tall zone. Make sure there is sufficient soil area to accommodate their expansive root systems. Planting sites greater than 8 feet (3 meters), including parks, meadows or other open spaces without below ground restrictions are appropriate.

Medium Zones

The medium zone extends between 15 and 50 feet (4.5 and 15 meters) from distribution lines. Species selected in this area should be medium sized, with a potential mature height of 40 feet (12 meters) or lower. Medium zone trees require wide planting areas or medians (4 to 8 feet – 1.3 to 3 meters wide), large planting squares (8 feet or 3 meters or greater), and other open areas of similar or larger size.

Low Zones

The low zone extends 15 feet (4.5 meters) on either side of distribution wires. Species selected for the low zone should have a mature height of 20 feet (6 meters) or lower. Low zone species may also be selected where soil volumes are too limited to support medium or tall zone trees.

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Right Tree–Right Place

Planning before you plant ensures the right tree is planted in the right place. Proper tree selection and placement enhances your property value and prevents costly maintenance pruning and utility damage.

For further information on planting and helpful tips on street tree selection, refer to ISA's brochures on tree selection and new planting. If you have any more questions, please contact your local ISA Certified Arborist®, utility company, local nursery, or county extension office.

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Palms

Learn more about palms, including palm selection, planting, and maintenance guidelines.

Palms are most prolific in tropical and subtropical regions, although a few varieties will even grow in warm temperate regions. A wide variety of species are available with a range of characteristics that make them fitting for most landscapes.

Palms are quite different from shade trees and conifers in appearance, growth, and care requirements. Unlike trees, a palm has only one aboveground growing point per trunk or stem. Located at the top of its trunk, this point and its surrounding tissues make up the terminal bud.
If the terminal bud is injured, the palm often dies. This is especially true for a palm with only one trunk. If the palm has multiple trunks, the plant will usually live on if only one trunk is killed.

The roots of a palm do not thicken like those of trees and are less likely to damage sidewalks and utilities. New roots are generated at the root initiation zone, which is sometimes visible at the base of the trunk.

Palm Selection

Asking and answering these and other questions before selecting a palm will help you choose the "right tree for the right place":

- Why is the palm being planted? Will it act as a windbreak or screen (clumping palm)? Will it be a focal point of the landscape?
- Does the planting space and location lend itself to a large, medium, or small palm? Are overhead or belowground utilities nearby? Is the site sunny or shady, windy or protected? Is the soil deep, fertile, and well drained, or is it shallow, infertile, and compacted?
- How much maintenance are you willing to provide? Does the palm have large fruits or fronds that need to be removed regularly to reduce the possibility of injury, litter, or property damage?

Purchasing Palms

Most palms are grown in containers at nurseries, although larger specimens may be dug and transplanted out of field stock. Choose a healthy palm for the best results in your landscape.

A high-quality palm has:

- A properly-sized root ball for the species and uniform trunk diameter consistent with the species' characteristic trunk diameter.
- A trunk free of mechanical wounds and wounds from incorrect pruning.
- Full crown of healthy, vigorous fronds. (Sabal palms [Sabal palmetto] are purchased with fronds removed.)

A low-quality palm has:

- Trunk sections of varying diameter ("hourglass") or small diameter below the terminal bud ("penciling").
- A trunk with wounds from mechanical impacts or incorrect pruning.
- Few fronds, poor color for the species, or disease or pest infestation.

With careful palm selection, proper planting, and regular maintenance, your palm can be a beautiful part of your landscape for many years.

Planting and Transplanting Palms

(See figure on next page)
A: Remove wrappings or container.

B: Remove dead or dying fronds prior to planting. Tie the remaining fronds and limit excessive movement of the palm head to protect the terminal bud during transport and planting. Remove ties after planting.

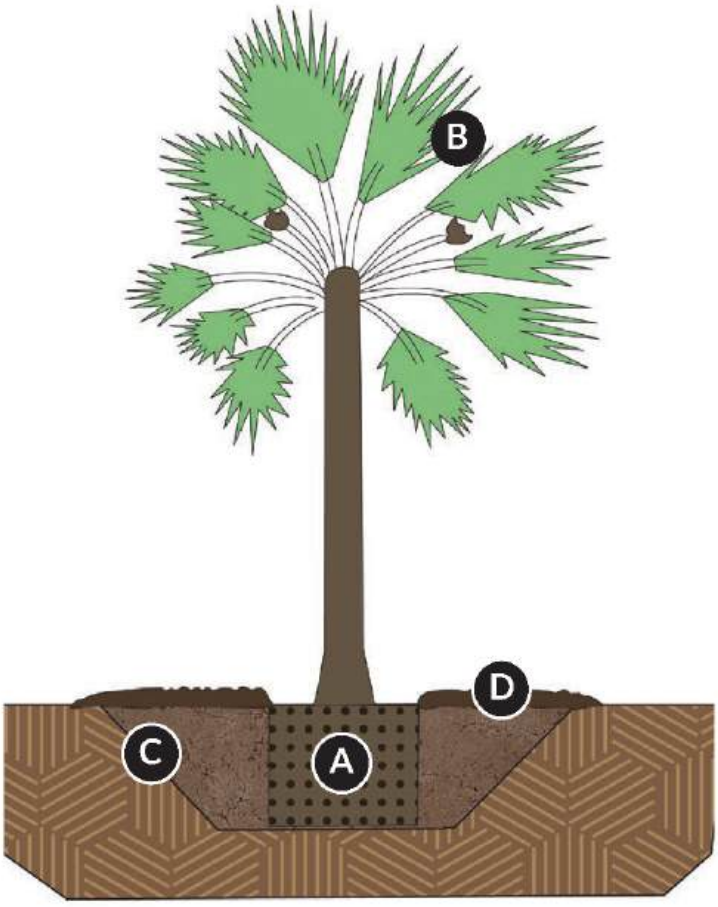
C: The planting hole should be about 18 inches (46 cm) wider than the root ball. Dig the hole deep enough so that when the root ball is placed in the hole, where the roots emerge from the trunk is about even with the surrounding

soil surface or grade. Set the root ball on firmly packed soil to prevent settling. Gently fill the hole with the original soil where possible. Use water to settle the soil back around the root ball.

D: Apply 2–4 inches (5–10 cm) of organic mulch extending 2–4 feet (0.6–1.2 m) around the palm. Be sure not to pile too much right against the trunk. **A mulch-free area reduces excess moisture and prevents decay.**

When to Plant
For palms dug from a field where root disturbance can be severe, the best time to transplant is the beginning of the warm season—early to late spring depending on location. On the other hand, palms from a container can be planted just about year-round as the roots are usually not disturbed.

Irrigation
Irrigation needs depend on the climate and palm species. Generally, the goal is to keep the original root ball, backfill, and surrounding site soil evenly moist, not too wet and not too dry. For cooler areas, water 1–2 times a week for three months after planting. For warmer climates or during the dry season, water 3–4 times a week until the palm becomes established or adequate natural rain water is available.



Maintaining Palms

Fertilizers
Depending on the site and species, palms may require fertilization to compensate for a nutrient deficiency, such as nitrogen (yellow old and new fronds), potassium (old fronds with yellow or orange flecking), magnesium (yellow band around the outside of the fronds), iron (yellow young new fronds, green mature fronds), manganese, particularly in alkaline soils (yellowed, brown or "torched-looking" frizzled new fronds), and zinc (small fronds).

Mulching
Organic mulches can add soil nutrients as they decompose. They also help limit damage from lawn care equipment, reduce weeds, conserve water, and improve soil structure and condition. Apply 2–4 inches (5–10 cm) of organic mulch extending 2 –4 feet (0.6–1.2 m) around a palm.

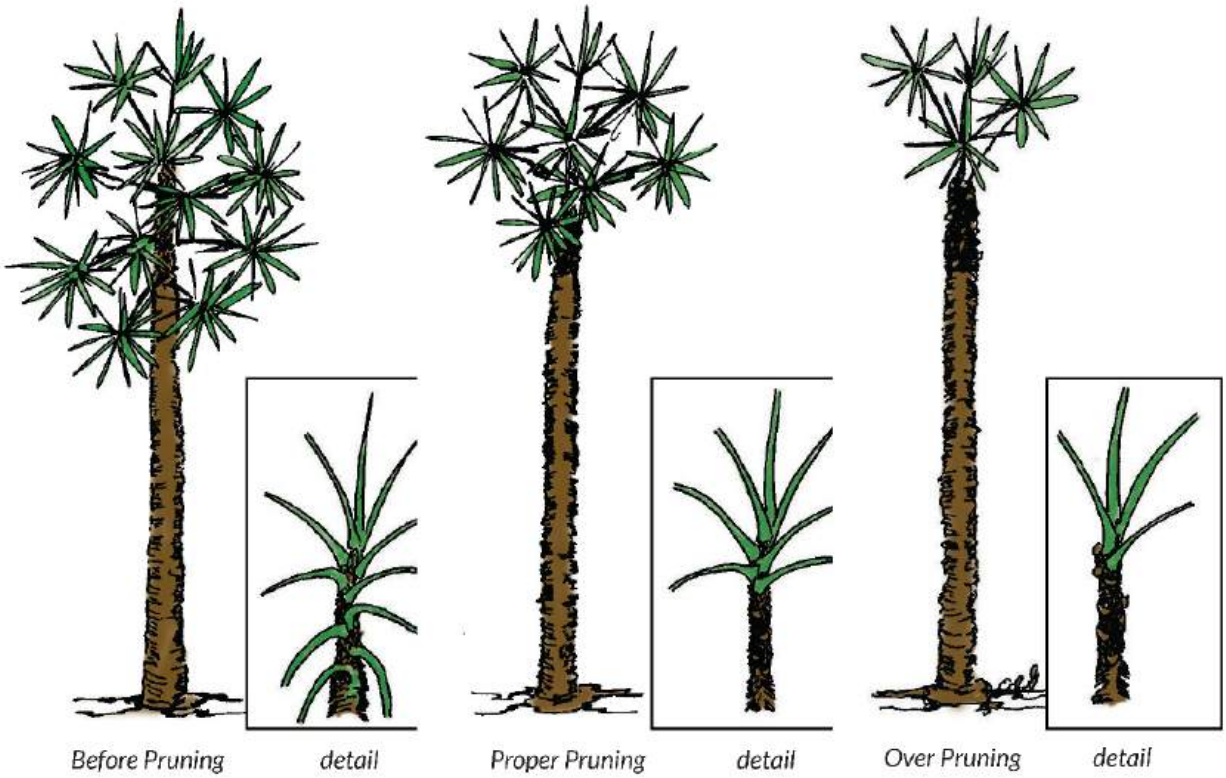
Diseases and Pests
Palms are susceptible to infections by fungi and sometimes viruses and bacteria, as well as to infestation by insects and other pests. Infectious agents and pests vary widely by region.
A university extension service, consulting arborist, or plant health care specialist familiar with palms in your area may be able to provide a diagnosis and suggestions for treatment.

Pruning
Most pruning of palms is done to remove dead or dying fronds, inflorescences (flowering), and/or fruiting clusters, particularly those that may be a potential risk to the public, such as coconuts.

Pruning is usually conducted at least biannually. Coconuts may be pruned as often as every 3–4 months to minimize the risk of injury or damage from the heavy fruit. Great care should be taken to avoid any damage to the terminal bud. Over-pruned palms may have slower growth and may attract pests.

Generally, remove old, dead, lower fronds only, unless otherwise required for clearance. Occasionally, live green fronds, where the frond shaft has descended below a horizontal plane, can be removed. Removing live fronds where the shaft is greater than 45 degrees above horizontal is not known to reduce future pruning requirements.

Climbing spikes should not be used to climb palms for pruning because they permanently wound the palm trunk. Wounds on palms do not close.



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Report to Honorable Mayor and City Council

Tuesday, September 15, 2026, 5:00 PM

SPECIAL ORDERS OF THE DAY 32.

To: Honorable Mayor and City Council

From: Nathan Freeman, Director of Community and Economic Development CD Real Property Services

Subject: PUBLIC HEARING AND APPROVAL OF THE 2025–2026 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER) FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

I. SUMMARY

Each year, the City submits an Annual Action Plan (AAP) to the U.S. Department of Housing and Urban Development (HUD) identifying how the City intends to use its Community Development Block Grant (CDBG) funds. Following the close of each program year, the City is required to report to HUD on its accomplishments and progress toward the goals identified in the AAP through a Consolidated Annual Performance and Evaluation Report (CAPER).

The draft CAPER for Program Year 2025–2026 is presented to the City Council for review and consideration following the required public review and comment period. Upon City Council approval and consideration of any public comments received, staff will submit the final CAPER to HUD.

II. RECOMMENDATION

TAKE the following actions:

1. OPEN the Public Hearing, TAKE public testimony, and CLOSE the Public Hearing; and,
2. APPROVE the final version of the CAPER and DIRECT staff to submit the CAPER to HUD by the required deadline of September 28, 2026; and,
3. Receive and file this report.

III. ALTERNATIVES

TAKE another action the City Council deems appropriate.

IV. BACKGROUND

The City of Carson annually receives CDBG funds under the federal Housing and Community Development Act of 1974, as amended, as an entitlement jurisdiction. CDBG funds may be used for a variety of eligible projects and programs that primarily benefit low- and moderate-income persons.

HUD regulations under Title 24 of the Code of Federal Regulations, Parts 91 and 570, require entitlement jurisdictions to conduct public hearings regarding their CDBG program activities. One public hearing is required prior to submission of the AAP, and a second is required prior to submission of the CAPER.

The CAPER reports on the City's progress toward the goals established in the 2025–2029 Five-Year Consolidated Plan and the Program Year 2025–2026 Annual Action Plan, which covered July 1, 2025 through June 30, 2026. The report includes information on CDBG expenditures, households and individuals assisted, actions taken to affirmatively further fair housing, and the status of grant-funded projects addressing local housing and community development needs. The CAPER must be submitted to HUD within 90 days following the close of the program year, making the submission deadline September 28, 2026.

On August 28, 2026, the City issued a public notice announcing the availability of the draft CAPER for public review and inviting written comments through September 15, 2026. The notice and draft CAPER were posted on the City's website, and the notice was published in the *Daily Breeze*.

During Program Year 2025–2026, the City completed rehabilitation work on 22 homes through the Neighborhood Pride Program, exceeding its annual goal. Fair Housing services were provided to 68 households, representing 110 individuals, and 1,545 individuals received Youth and Health public services. The City exceeded its goals in all three funded priority areas. No CDBG-CV funds were disbursed during the program year.

V. FISCAL IMPACT

There is no fiscal impact. This report summarizes activities funded with previously appropriated CDBG funds for Program Year 2025–2026, which corresponds with Fiscal Year 2025–2026.

VI. EXHIBITS

1. City of Carson 2025-2026 Consolidated Annual Performance and Evaluation Report (CAPER), Draft for Public Review

Attachments

2025-2026_CAPER_DRAFT_8.25.2026 - Council.pdf

City of Carson

2025–2026 Consolidated Annual Performance and Evaluation Report (CAPER)

Community Development Block Grant (CDBG) Program

Program Year: July 1, 2025 – June 30, 2026

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This Consolidated Annual Performance and Evaluation Report (CAPER) outlines progress made by the City of Carson in carrying out its priorities identified in the 2025–2026 Annual Action Plan (incorporated into the AP sections of the 2025–2029 Consolidated Plan). The City received Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development (HUD) and deployed these to support affordable housing rehabilitation, fair housing services, and public service delivery.

Unlike the 2024–2025 program year, the City did not administer any CDBG-CV (CARES Act) funded activities during 2025–2026; all activity was funded through the standard CDBG entitlement grant.

Key outcomes reflect continued investment in housing rehabilitation through the Neighborhood Pride Program (NPP), fair housing services through the Housing Rights Center, and public services through the Boys & Girls Club of Carson and Venice Family Clinic. The City completed 22 housing rehabilitation activities (21 single-unit residential rehabilitations and 1 lead-based paint hazard abatement) during the program year — exceeding the NPP's original one-year target of 20 households, but below the revised target of 45 households approved via a September 2025 Substantial Amendment (see CR-45 for detail).

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source/Amount	Indicator	Unit of Measure	Expected – PY	Actual – PY	Percent Complete
Expand Affordable Housing Options	Affordable Housing	CDBG: $460,219	Homeowner Housing Rehabilitated	Household Housing Unit	45	22	49%
Deliver Community Services	Non-Housing Community Development	CDBG: $60,000	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	1,300 persons (300 Youth Services + 1,000 Health Services)	1,545 persons (265 Youth Services + 1,280 Health Services)	118%
Provide Fair Housing Services	Fair Housing	CDBG: $34,977	Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	75 persons	110 persons	146%

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

During the 2025–2026 program year, the City of Carson deployed its CDBG entitlement funds to address the priorities identified in its 2025–2026 Annual Action Plan (AP sections of the 2025–2029 Consolidated Plan), consistent with the goals of the City's Five-Year Consolidated Plan.

Focus on Housing Preservation

The City continued the Neighborhood Pride Program (NPP), investing CDBG funds to assist lower-income homeowners of single-family homes and mobile homes with rehabilitation. The City completed 22 single-unit residential rehabilitations (Matrix Code 14A) and 1 lead-based paint hazard abatement (Matrix Code 14I) during the program year — 22 units total. This represents 49% of the 45-household target set by the September 2025 Substantial Amendment, which significantly expanded NPP funding partway through the program year using prior-year carryover (see CR-45).

Public Services for Vulnerable Populations

The City funded youth development programming through the Boys & Girls Club of Carson (265 persons served) and free community health services through Venice Family Clinic (1,280 persons served), for a combined 1,545 persons — well above the goal outcome indicator of 1,300 persons.

Fair Housing Services

The City continued its contract with the Housing Rights Center for fair housing education, outreach, counseling, and complaint investigation services. IDIS recorded 110 persons served (and 68 households in the race/ethnicity beneficiary tables), exceeding the AAP's 45-household target.

Financial Summary and Impact

Based on IDIS PR-26 and PR-23 reports:

- The City's PY2025-2026 CDBG entitlement grant totaled $693,996.00.
- Total CDBG expenditures for the program year were $763,611.02, drawing on prior-year carryover in addition to the current entitlement, resulting in an unexpended balance of ($69,615.02) at year end.
- 100% of expenditures subject to the low/mod benefit calculation benefited low- and moderate-income persons or households (Line 22, PR26).
- Public Service expenditures ($94,977.00) represented 13.69% of the amount subject to the Public Service cap — within the 15% statutory limit.
- Planning and Administration expenditures ($71,522.38) represented 10.31% of the amount subject to the PA cap — within the 20% statutory limit.
- No CDBG-CV funds were disbursed during PY2025-2026.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted). 91.520(a)

Non-Housing (Public Service) Beneficiaries by Race, Persons Served:

	CDBG (Persons)
White	365
Black or African American	226
Asian	167
American Indian/Alaskan Native	5
Native Hawaiian/Other Pacific Islander	500
American Indian/Alaskan Native & White	209

	CDBG (Persons)
Asian & White	7
Other multi-racial	1,626
Total	3,105

Table 2a – Non-Housing beneficiaries by race (persons), PR23 Program Year 2025

Of the 3,105 non-housing persons served, 444 identified as Hispanic (all within the Native Hawaiian/Other Pacific Islander category per PR23).

Housing (Rehabilitation) Beneficiaries by Race, Households Served:

	CDBG (Households)
White	10
Black or African American	25
Asian	1
American Indian/Alaskan Native & White	8
Other multi-racial	24
Total	68

Table 2b – Housing beneficiaries by race (households), PR23 Program Year 2025

Of the 68 housing households, 5 identified as Hispanic (1 American Indian/Alaskan Native & White; 4 Other multi-racial).

Narrative

During the 2025–2026 program year, the City of Carson delivered CDBG-funded programs to a broad and diverse cross-section of residents. CDBG-funded services — housing rehabilitation, public services, and fair housing education — were deployed citywide, with intentional outreach to historically underserved populations.

Programs such as the Neighborhood Pride Rehabilitation Program, Youth Services (Boys & Girls Club of Carson), and Health Services (Venice Family Clinic) were particularly effective in reaching low- to moderate-income households across a range of racial and ethnic backgrounds, most notably households identifying as Other multi-racial, Native Hawaiian/Other Pacific Islander, White, and Black/African American.

To ensure equitable distribution of services, the City continued to work with culturally competent service providers and maintained a bilingual outreach infrastructure. This commitment is reflected in the diversity of program beneficiaries.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	$693,996.00	$763,611.02

Table 3 - Resources Made Available

Narrative

During Program Year (PY) 2025–2026, the City of Carson invested its HUD Community Development Block Grant (CDBG) resources in high-priority programs aligned with the City's 2025–2029 Consolidated Plan goals: housing rehabilitation, fair housing services, and public services. Unlike the prior program year, no CDBG-CV funds were available or expended in PY2025-2026.

The City continued to draw against prior-year carryover funds committed to multi-year Neighborhood Pride Program rehabilitation projects to ensure continuity of the program and completion of previously initiated units.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
CITY WIDE	100	100	All funded activities were implemented citywide, serving eligible residents regardless of neighborhood.

Table 4 – Identify the geographic distribution and location of investments

Program Highlights

- Neighborhood Pride Program completed rehabilitation for 28 units (27 single-unit residential rehabilitations plus 1 lead-based paint hazard abatement), exceeding its annual target of 20 units.
- Fair Housing Services (Housing Rights Center) reached 412 persons / 68 households through outreach, education, complaint investigation, and direct support.
- Youth Services (Boys & Girls Club of Carson) reached 726 persons through after-school development and educational support programming.
- Health Services (Venice Family Clinic) reached 1,967 persons through free community health clinic services.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

Although CDBG does not require a formal matching component, the City enhanced the effectiveness of its programs through:

1. Local Contributions and In-Kind Support

- City General Funds supported staffing and program coordination complementing CDBG resources.
- The City hired an environmental consultant using general funds to complete HUD-required environmental reviews for CDBG-funded housing rehabilitation activities.
- Staff time from the City's Housing Division was leveraged to perform intake, case management, and inspections for the Neighborhood Pride Program, providing an administrative match in capacity and labor.

2. Community Partnerships

- The City collaborated with local non-profit organizations and service providers — the Housing Rights Center, Venice Family Clinic, and the Boys & Girls Club of Carson — who contributed volunteer time, case management, space, and technical expertise to extend services to low- and moderate-income (LMI) households.

3. Public Land and Property Use

- No publicly owned land or property was transferred, leased, or sold for the specific purpose of CDBG-supported housing development during the reporting period.

4. Cost Avoidance and Program Sustainability

- The City continued to integrate housing rehab inspections with existing City processes, streamlining the identification of eligible properties in a cost-effective manner.

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0
Number of Non-Homeless households to be provided affordable housing units	0	0
Number of Special-Needs households to be provided affordable housing units	0	0
Total	0	0

Table 11 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	9	22
Number of households supported through Acquisition of Existing Units	0	0
Total	9	22

Table 12 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

The 2025–2026 program year goals, drawn from the AP sections of the 2025–2029 Consolidated Plan, focused on housing rehabilitation, fair housing services, and public service delivery. Program goals were met or substantially exceeded across all three priority areas:

- Housing rehabilitation exceeded its one-year target, completing 22 units against a target of 9
- Fair housing services exceeded its 45-household target, reaching 110 persons / 68 households.
- Public services (Youth and Health) exceeded combined targets, reaching 1,545 persons.

Discuss how these outcomes will impact future annual action plans.

The experiences and accomplishments of the 2025–2026 program year will inform the City's future planning. The City will continue to prioritize timely procurement and partner coordination to avoid delays in implementation, particularly for housing rehabilitation activities, and will continue to invest in fair housing and public service partnerships that have consistently exceeded their goals.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Income Category	Housing (Owner-Occupied Units)	Non-Housing (Persons)
Extremely Low (≤30%)	15	1,073
Low (>30% and ≤50%)	9	186
Moderate (>50% and ≤80%)	20	67
Total Low/Mod	44	1,326
Non Low/Mod (>80%)	1	16
Total Beneficiaries	45	1,342

Table 13 – Number of Households/Persons Served by Income Category, PR23 Program Year 2025

Narrative Information

The City of Carson remains committed to the preservation and enhancement of affordable housing opportunities for its low- and moderate-income (LMI) residents. In Program Year 2025–2026, the City did not fund new housing construction activities but advanced its affordable housing priorities through investment in the Neighborhood Pride

Program (NPP) rehabilitation of existing owner-occupied units, benefiting seniors, persons with disabilities, and other LMI residents.

The City also supported fair housing services to preserve access to existing affordable housing stock and address landlord-tenant disputes. The City's CDBG resources continued to focus on rehabilitation of existing units rather than production of new units.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

While the City of Carson does not receive Emergency Solutions Grant (ESG) funds directly, it continues to participate actively in regional homelessness coordination efforts in partnership with the Los Angeles Homeless Services Authority (LAHSA). Through this collaboration, the City supports county-wide Homeless Count efforts, engages local stakeholders, and refers residents to outreach teams who specialize in connecting unsheltered individuals to services.

As far as collaboration with our outreach partners, LAHSA (Los Angeles Homeless Services Authority), Harbor Interfaith, and WLCAC (Watts Labor Community Action Committee) have assisted with providing DMV vouchers and submitting interim housing referrals via HMIS (Homeless Management Information System).

2026 Point-in-Time Homeless Count — City of Carson

According to the Los Angeles Almanac, the January 2026 Greater Los Angeles Homeless Count recorded a direct head count of 32 individuals experiencing homelessness in the City of Carson, a decrease from the prior year.

Year	2026	2025	2024	2023
Carson Point-in-Time Count (direct head count)	32	46	46	61

Table – Carson Homeless Point-in-Time Count, 2023–2026 (Los Angeles Almanac, citing LAHSA)

Regional Context (South Bay / SPA 8)

Carson is served by Service Planning Area (SPA) 8 – South Bay/Harbor. Unlike the countywide trend — Los Angeles County overall saw a 1.2% increase in homelessness in 2026, following two consecutive years of decline — SPA 8 was one of the few regions to see continued improvement. The Los Angeles County Department of Homeless Services and Housing reported a 12% overall reduction in homelessness and an 8% decrease in unsheltered homelessness in SPA 8, crediting sustained, coordinated Pathway Home interventions with local jurisdictional partners.

Direct counts reflect a snapshot in time from the January 2026 street and shelter tallies released by LAHSA on July 24, 2026.

Addressing the emergency shelter and transitional housing needs of homeless persons

Although Carson lacks a permanent emergency shelter within its city limits, the City continued to work with local transitional housing operators in surrounding jurisdictions to secure beds for referred clients, including Harbor Interfaith Services and Bridge to Home.

Helping low-income individuals and families avoid becoming homeless

The City directed CDBG Public Service funding to organizations that help prevent homelessness by addressing upstream factors, including fair housing services that resolved landlord-tenant conflicts and prevented evictions.

Helping homeless persons make the transition to permanent housing and independent living

Though the City does not operate permanent supportive housing directly, it supports efforts to reduce the length and recurrence of homelessness through referrals and case management with regional partners.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

The City did not set any specific public housing goals in the 2025–2029 Five-Year Consolidated Plan. The City does not own, operate, or manage any public housing within its boundaries. That role in Carson is carried out by the Los Angeles County Development Authority (LACDA). (The Carson Housing Authority is an entity created in the wake of the statewide dissolution of local redevelopment agencies to carry out the remaining affordable housing development responsibilities of the former Carson Redevelopment Agency.)

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

The City does not own, operate, or manage any public housing within its boundaries. That role within Carson is carried out by the Los Angeles County Development Authority (LACDA).

Actions taken to provide assistance to troubled PHAs

Not applicable. The Los Angeles County Development Authority (LACDA) is not a troubled PHA.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing. 91.220(j); 91.320(i)

The City of Carson continued to assess and update local housing policies to reduce barriers to affordable housing during 2025–2026 by:

- Streamlining residential rehabilitation programs, especially for mobile homes, where modest repairs helped preserve naturally occurring affordable housing.
- Maintaining waived or reduced permitting fees for CDBG-funded rehab work.
- Participating in the Regional Housing Needs Assessment (RHNA) implementation process and updating local land use policies to accommodate additional affordable housing.
- Coordinating with the Planning Division to ensure zoning and land use decisions promote housing diversity and density where appropriate.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

Persistent challenges — limited funding, rising construction costs, and disproportionate needs among vulnerable populations — continued to affect the City's capacity to fully meet underserved needs during the program year.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

The City of Carson follows all applicable federal lead-based paint requirements for activities completed through the Neighborhood Pride Program. Properties constructed prior to 1978 are tested for lead-based paint hazards, as required. Based on the test results, appropriate lead-safe remediation or abatement measures are incorporated into the rehabilitation work.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

Although not a direct anti-poverty program, Carson's CDBG-funded activities aim to stabilize housing, enhance access to services, and build pathways to self-sufficiency, including supporting youth education services and connecting low-income residents to legal assistance and benefits enrollment through regional coordination with LAHSA and County agencies.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

To strengthen its capacity for effective program delivery, the City of Carson continued to improve coordination across departments and enhance internal processes that support HUD-funded activities, including regular reconciliation between the City's financial system and IDIS records.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

The City continued to work collaboratively with nonprofit agencies, LAHSA, the Housing Authority of the County of Los Angeles (HACoLA), and neighboring cities to improve service coordination.

Identify actions taken to overcome the effects of any impediments identified in the jurisdiction's analysis of impediments to fair housing choice. 91.520(a)

The City funded the Housing Rights Center to provide outreach, counseling, and legal support to residents experiencing housing discrimination or landlord/tenant disputes, and offered fair housing workshops and materials citywide.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The City of Carson maintains a system of internal controls and oversight to ensure compliance with HUD regulations and the goals outlined in the Consolidated and Annual Action Plans. Monitoring activities are conducted both internally by City staff and externally through subrecipient documentation and site visits.

During the 2025–2026 program year, the City:

- Conducted quarterly reviews of subrecipient invoices and program outcomes.
- Required monthly or quarterly performance reports documenting client demographics, services delivered, and measurable outcomes.
- Maintained a centralized tracking system in coordination with the Finance Department to ensure timely drawdowns, prevent duplication of benefits, and reconcile expenditures with IDIS.
- Verified eligibility documentation for all CDBG-funded housing rehab recipients and public service beneficiaries.
- Used checklists aligned with HUD CPD monitoring guides to assess compliance with financial management, procurement, civil rights, and recordkeeping requirements.

Minority- and Women-Owned Business Outreach

The City does not discriminate against minority- and women-owned businesses in its bidding and contracting process. The City has contracted for housing rehabilitation inspection and technical assistance services with MDG Associates, Inc., a minority-owned business concern, and continues to utilize minority- and women-owned contractors in the Neighborhood Pride Program.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

In accordance with the City's adopted Citizen Participation Plan (CPP), residents will be given multiple opportunities to participate in the development of the CAPER and evaluate program performance, consistent with prior program years:

- A minimum 15-day public comment period will be noticed in a local newspaper and on the City's website in both English and Spanish.

- The draft CAPER will be made available at City Hall and electronically through the Community Development Department webpage.
- Residents will be invited to submit written comments via email or in person.
- The City will hold a City Council public hearing, at which the CAPER will be presented for public testimony and Council consideration and approval prior to submission to HUD.
- All comments received will be recorded and summarized in the final CAPER submission (CR-15 / Appendix B).

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

During the 2025–2026 program year, the City of Carson remained aligned with the core objectives identified in its 2025–2029 Consolidated Plan: expanding affordable housing options through rehabilitation, delivering community services to vulnerable populations, and providing fair housing services.

Notably, PY2025-2026 marked the transition away from CDBG-CV (CARES Act) funded activities, which supported COVID-19 response programming in PY2024-2025; no CDBG-CV funds were disbursed in PY2025-2026.

Substantial Amendment to the 2025-2026 Annual Action Plan

During the program year, the City processed one Substantial Amendment to the 2025-2026 Annual Action Plan, approved by the City Council following a public hearing on Tuesday, September 16, 2025 (preceded by a 30-day public comment period, August 19 – September 15, 2025).

The Substantial Amendment reallocated unused prior-year CDBG funds to increase available funding for the Neighborhood Pride Program (NPP), the City's owner-occupied residential rehabilitation program. Specifically:

- $414,689.22 in unexpended CDBG funds from PY2023-2024 was rolled over and reallocated to the NPP.
- $481,207.00 in unexpended CDBG funds from PY2024-2025 was rolled over and reallocated to the NPP.
- Combined with the NPP's original PY2025-2026 entitlement allocation of $477,989, this increased total available NPP funding to $1,373,885.22 for the program year.
- The amendment met the City's Citizen Participation Plan threshold for a Substantial Amendment (an increase or decrease greater than $300,000 in an activity allocation).

This funding increase was accompanied by a revised performance target: the NPP's one-year goal was raised from approximately 20 households to approximately 45 households (owner-occupants of single-family residences and mobile homes). As reflected in CR-05 and CR-20 above, the City completed 28 units against this amended target (62.22%) — exceeding the original 20-household target, but below the amended 45-household target given the compressed timeframe between the amendment's September 2025 approval and program year-end.

The activity funded under this amendment (residential rehabilitation) remained an eligible use of CDBG funds under 24 CFR 570.202(a)(1); no new activity types were introduced.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

Not applicable.

CR-58 – Section 3

Identify the number of individuals assisted and the types of assistance provided

Total Labor Hours	CDBG	HOME	ESG	HOPWA	HTF
Total Number of Activities	0	0	0	0	0
Total Labor Hours					
Total Section 3 Worker Hours					
Total Targeted Section 3 Worker Hours					

Table 14 – Total Labor Hours

Narrative

For the 2025–2026 program year, the City of Carson did not undertake any Section 3-covered projects or activities.

No public housing or HUD-funded housing construction, rehabilitation, or other public infrastructure projects under CDBG during this reporting period qualified as Section 3-triggering activities.

As such, Section 3 reporting is not applicable for this CAPER cycle. The City remains committed to ensuring equal opportunity in employment and contracting should future activities trigger Section 3 compliance.

Report to Honorable Mayor and City Council

Tuesday, September 15, 2026, 5:00 PM

DISCUSSION 33.

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 PROFESSIONAL SERVICES AGREEMENT WITH RJM DESIGN GROUP, INC. FOR THE CARRIAGE CREST PARK EXPANSION AND IMPROVEMENTS PROJECT (PROJECT NO. 1368) (CITY COUNCIL)

I. SUMMARY

On June 6, 2023, the City Council approved a Professional Services Agreement with RJM Design Group, Inc. (RJM) to provide design services for the Carriage Crest Park Expansion and Improvements Project. The original agreement had a not-to-exceed amount of $904,455 and a term ending July 19, 2024 (Exhibit No. 1).

On July 19, 2024, Amendment No. 1 extended the agreement through December 31, 2025, to allow RJM to continue providing construction support services as the project moved from design into construction. On November 5, 2025, the City Council approved Amendment No. 2, which extended the agreement through June 30, 2026, and increased the contract amount by $200,000, resulting in a revised total not-to-exceed amount of $1,104,455.

Construction of the project remains underway and is approximately 80% complete. The remaining work consists primarily of site improvements, including completion of the parking areas, landscaping, installation of the artificial turf soccer field, completion of the dog park, and installation of site furnishings and other final amenities. Staff anticipates that construction will be substantially complete in advance of the project's planned ribbon-cutting ceremony and grand opening in October 2026. During construction, unforeseen field conditions and other project-related issues have affected the schedule and extended the construction period beyond what was originally anticipated. As a result, continued design, technical, and construction support from RJM is needed through project completion to address issues as they arise and assist the City in completing the remaining work.

Consequently, staff recommends that the City Council approve the proposed Amendment No. 3 to the agreement with RJM (Exhibit No. 2). The proposed amendment would extend the agreement through December 31, 2026, and provide an additional $66,580 for continued professional services, increasing the total not-to-exceed contract amount from $1,104,455 to $1,171,035.

II. RECOMMENDATION

TAKE the following actions:

1. APPROVE proposed Amendment No. 3 to the Professional Services Agreement with RJM Design Group, Inc. for Project No. 1368, Carriage Crest Park Expansion and Improvements Project, increasing the agreement by

$66,580, for a revised total not-to-exceed amount of $1,171,035, and extending the agreement term through December 31, 2026; and,

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

III. ALTERNATIVES

1. DO NOT APPROVE proposed Amendment No. 3 to the Professional Services Agreement with RJM Design Group, Inc.
2. TAKE any other action the City Council deems appropriate, consistent with applicable law.

IV. BACKGROUND

Project No. 1368, the Carriage Crest Park Expansion and Improvements Project, is a major park improvement project that includes renovation of the existing main park building and development of approximately ten additional acres of land leased from the Los Angeles County Sanitation District. The expanded park is planned to include a new playground, outdoor fitness area, lighted athletic fields, dog park, basketball court, restrooms and storage buildings, and a walking and jogging loop. These improvements are intended to expand recreational opportunities and provide updated park amenities for the community.

On June 6, 2023, the City Council approved a Professional Services Agreement with RJM Design Group, Inc. (RJM) for an amount not to exceed $904,455. Under the agreement, RJM was retained to prepare the project's design plans, technical specifications, and construction cost estimates; assist the City during the contractor bidding process; and provide professional design and technical support during construction. The original agreement extended through July 19, 2024. As the project advanced from design into construction, additional time and professional services were needed to maintain continuity and address project-related issues. Amendment No. 1 extended RJM's agreement through December 31, 2025, allowing the firm to continue providing design and construction support as the project progressed. On November 5, 2025, the City Council subsequently approved Amendment No. 2, extending the agreement through June 30, 2026, and increasing the contract amount by $200,000, from $904,455 to $1,104,455. A significant portion of the additional work resulted from the decision to redesign the proposed restroom and storage buildings. The original project contemplated prefabricated buildings, meaning structures manufactured off-site and delivered to the park for installation. However, manufacturer fabrication and delivery times were estimated at approximately 35 to 40 weeks. To avoid further project delays, the City elected to redesign these facilities for traditional on-site construction. Additional project improvements were also identified during implementation, including security cameras and a monument sign with a reader board. These changes, together with unforeseen project conditions and logistical and scheduling challenges, required additional design work, plan revisions, coordination, and construction support from RJM.

Since approval of Amendment No. 2, the construction schedule has extended further due to unforeseen field conditions, schedule impacts, and additional coordination necessary to complete the project. As a result, RJM's continued involvement is needed to address design-related issues that arise during construction, revise plans as necessary, and provide construction administration and technical support through project completion. Maintaining the project designer's involvement through this final stage will also provide continuity and help ensure that the improvements are completed in accordance with the approved plans and the City's expectations for functionality, safety, and quality, Consequently, staff recommends that the City Council approve the proposed Amendment No. 3 to the Professional Services Agreement with RJM. The proposed amendment would extend the agreement through December 31, 2026, and increase the contract amount by $66,580, resulting in a revised total not-to-exceed contract amount of $1,171,035.

Approval of the proposed Amendment No. 3 will allow RJM to provide the remaining architectural, design, plan revision, construction administration, and technical support services necessary to assist the City through the remainder of construction. Continuing these services is intended to minimize additional delays, address issues as they arise, and support the timely completion and planned opening of the Carriage Crest Park Expansion and Improvements Project. Construction of the project remains underway and is approximately 80% complete. The remaining work consists primarily of site improvements, including completion of the parking areas, landscaping, installation of the artificial turf soccer field, completion of the dog park, and installation of site furnishings and other final amenities. Staff anticipates that construction will be substantially complete in advance of the project's planned ribbon-cutting ceremony and grand opening in October 2026.

V. FISCAL IMPACT

If the City Council approves the proposed Amendment No. 3, the Professional Services Agreement with RJM Design Group, Inc. will increase by $66,580, resulting in a revised total not-to-exceed contract amount of $1,171,035. The agreement term will also be extended through December 31, 2026.

As a separate item on tonight's agenda, the City Council will consider Resolution No. 26-099 , which would increase the Project No. PW1368 budget by a total of $870,000 using Development Impact Fee (DIF) funds from Account No. 289-99-999-904-8008. Of this amount, $70,000 is being added to provide sufficient funding for RJM's continued technical and construction support, including the $66,580 requested under Amendment No. 3. The remaining $800,000 relates to a previously approved settlement and corresponding contract increase for Urban Habitat, the construction contractor for Project No. PW1368. Although the City Council previously authorized the $800,000 increase to Urban Habitat's construction contract, the overall project budget was not increased at that time to account for the additional cost.

Accordingly, Resolution No. 26-099 would provide the necessary budget authority for both previously approved and currently proposed project costs: $800,000 for the Urban Habitat contract increase and $70,000 for RJM technical support, for a total project budget increase of $870,000. This funding action will ensure that sufficient funds are available within the project budget to complete the remaining work and professional support services associated with the Carriage Crest Park Expansion and Improvements Project.

VI. EXHIBITS

1. RJM Design Group, Inc. Original Agreement
2. RJM Design Group, Inc. Proposed Agreement Amendment No. 3

Attachments

1. RJM Design Group, Inc. Original Agreement
2. RJM Design Group, Inc. Agreement Amendment No. 3

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF CARSON

and

RJM DESIGN GROUP, INC.

AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF CARSON AND
RJM DESIGN GROUP, INC.

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 20th day of July, 2023 by and between the CITY OF CARSON, a California municipal corporation ("City") and RJM DESIGN GROUP, INC., a California corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

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

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

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

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

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

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

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

1.2 Consultant's Proposal.

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

1.3 Compliance with Law.

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

1.4 Licenses, Permits, Fees and Assessments.

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

1.5 Familiarity with Work.

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

1.6 Care of Work.

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

1.7 Further Responsibilities of Parties.

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

1.8 Additional Services.

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

1.9 Special Requirements.

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **Nine Hundred Four Thousand Four Hundred Fifty-Five Dollars ($904,455)** (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

2.2 Method of Compensation.

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

2.3 Reimbursable Expenses.

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

2.4 Invoices.

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

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

2.5 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 Schedule of Performance.

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

3.3 Force Majeure.

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

3.4 Term.

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

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

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

Zachary Mueting	Principal
(Name)	(Title)

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

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

4.2 Status of Consultant.

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

4.3 Contract Officer.

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

4.4 Independent Consultant.

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

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

4.5 Prohibition Against Subcontracting or Assignment.

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

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

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

(a) General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than $1,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

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

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than

$1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.

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

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

(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, Mayor

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[brj]

CONSULTANT:

RJM DESIGN GROUP, INC., a California corporation

By: _____
Name: Larry P. Ryan
Title: President

By: _____
Name: Zachary Mueting
Title: Corporate Secretary
Address: 31591 Camino Capistrano
San Juan Capistrano, CA 92675

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

ACKNOWLEDGMENT

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

State of California
County of Orange)

On February 15, 2023 before me, Amanda Meyer, Notary Public
(insert name and title of the officer)

personally appeared Larry Ryan,
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)

AMANDA JOY MEYER
Notary Public - California
Orange County
Commission # 2376005
My Comm. Expires Sep 23, 2025

ACKNOWLEDGMENT

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

State of California
County of Orange)

On February 15, 2023 before me, Amanda Meyer, Notary Public
(insert name and title of the officer)

personally appeared Zachary Mueting,
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)

AMANDA JOY MEYER
Notary Public - California
Orange County
Commission # 2376005
My Comm. Expires Sep 23, 2025

EXHIBIT "A"
SCOPE OF SERVICES

I. Consultant will perform the following Services:

A. General: Provide Professional Landscape Architectural, Architectural, Environmental, and Engineering Services to design and implement the expansion and improvements to Carriage Crest Park located in the City of Carson on the north east corner of West Sepulveda Boulevard and S. Figueroa Street (the "park"). The park improvements, per the City's current concept plan as of the date of this Agreement, will include the following:

1. Park monument sign
2. Small and large dog park with fencing
3. Pre-fabricated restroom at the dog park
4. Shaded exercise stations
5. One 275' ballfield with 60', 70' & 90' bases and fencing
6. Two 200' ballfields with 60' bases and fencing
7. Scoreboards for three ballfields
8. Two natural turf soccer fields with synthetic turf option
9. 3' high fencing along Sepulveda Boulevard
10. All-abilities playground
11. Renovation of the existing park building
12. Decomposed granite walking path
13. Covered trash enclosure
14. Parking lots
15. Multi-Use fenced hard court
16. Pre-fabricated concession and restroom building
17. Two picnic shelters
18. Turf volleyball area
19. Concrete walkways

20. Low water use landscape to attract birds and butterflies

21. Efficient irrigation system

22. All park elements are to be lighted

23. Site furnishings throughout the park

Consultant's design services will, without limitation: (i) address potential impacts of park development on nearby residences; (ii) evaluate grading options (balanced site vs. export); (iii) provide restroom / concessions support amenities for Little League and sporting events; (iv) incorporate new design elements that create a contiguous park experience for residents and visitors; (v) modernize a 5-acre community park that will serve the City for decades to come; and (vi) update improvements to current ADA standards.

B. The Phases and Tasks for performance of the services will be as follows:

Phase A – Project Familiarization and Pre-Design. To start, Consultant will perform Tasks 1 through 3 (below) simultaneously as a part of the pre-design tasks that familiarizes Consultant's design team with the project parameters and conditions.

1. Task 1: Project Management

To get the process started, Consultant's design team will conduct a virtual kick-off meeting with City staff to review project background, project goals and objectives, project scope of work, itemizing critical and high priorities, construction budget, and review of available documents. In general, Consultant anticipates the City will provide all available utility maps, irrigation as-builts and tree survey information, if available. At this kick-off meeting, Consultant will also establish communication protocols, for coordination and reporting of information back to the City, subject to the requirements of this Agreement.

Consultant will coordinate with the City to schedule progress and coordination meetings, prepare meeting agendas, and prepare meeting minutes after their conclusion, subject to the requirements of this Agreement.

2. Task 2: Data Gathering and Analysis

After becoming acquainted with City staff and their intended goals for the project, Consultant will conduct an existing facilities / inventory of the site and the assemblage of background information. Subsequent design decisions will be based on this information as available. Consultant's team will conduct a visual field investigation to photo document existing conditions including sun patterns and orientation, vehicular and pedestrian

access and circulation, fire access, drainage, topography, security, and physical limitations/external influences. Consultant will then review local codes and standards applicable to site development, as well as a thorough review of Los Angeles County Board of Health standards in relation to the concession stand food service.

3. Task 3: Site Investigations

During this preliminary phase, Consultant's design team will also begin work on the items needed prior to the preparation of the conceptual design, which work will include the following elements:

(1) Topographical Survey - Preparation of base map using new survey information to show existing conditions, to include edge of parking lot for accessible parking spaces, path of travel, above ground utilities, trees, and vegetation.

(2) Geotechnical Soils Report and Soil Infiltration Tests - Prepare Geotechnical soil infiltration tests for the viability of storm water treatment with infiltration best management practices. A formal geotechnical report will include a summary of subsurface conditions, a description of the general geology of the site and geologic constraints that could have an effect on development, and engineering design considerations including seismic design parameters and recommendations for appropriate foundation design.

(3) Agronomic Soil Analysis – Specifically for sports fields to provide prescriptive soil management practices to support active play by local sports leagues, but also for landscape areas to ensure soil is viable to support plant material and identify any required amendments.

Phase B – Conceptual Design/Agency Coordination. Continuing the development process, Consultant will conduct Tasks 4 through 6 concurrently in order to properly conceptualize the potential of the site with the limitations imposed outside agency jurisdictions as well as easement and right-of-way restrictions on the site.

4. Task 4: Preliminary Design

Based upon information garnered from City staff and an evaluation of the previously prepared park concept plan, Consultant shall prepare a preliminary conceptual plan at an appropriate scale showing spatial relationships for each potential feature/element. These plans will illustrate the adjacent relationships of the site elements, parking considerations, and the continuity of the park site as a whole. Consultant will meet with City staff to review the preliminary conceptual plan and incorporate staff comments in a refinement of the preliminary design. With City approval of the preliminary conceptual plan, Consultant will develop a revised conceptual plan to accommodate outstanding City comments. At this time, Consultant will commence the development of a comprehensive 3D model

in order to develop the requested renderings of the various proposed park elements, including specific areas like the dog park areas and ballfield complex, as well as renderings of the new architectural features and play areas. Additional items to be included as part of the preliminary design phase will involve the lighting analysis using photometrics of the proposed light fixtures in order to provide sufficient light levels for safety and security. During this time, Consultant will develop a preliminary plant list identifying the landscape material to be used with representative images on a photo board for review and approval. The resulting plans and exhibits will provide illustratives for the project site to be shared with the community at two City Council meetings, and be used as the basis for the development of the itemized construction cost estimate. Consultant will meet with City staff to review revised conceptual plan and prepare for sharing this information with the community in the following tasks.

5. Task 5: Property, Easement and Right-of-Way Support

As a preliminary step before solidifying the intent of the conceptual design, Consultant's design team will thoroughly review the property boundaries, agency easements and other jurisdictional requirements of the design process. This measure will ensure that Consultant clearly identifies the developable area of the park site while evaluating the restrictions of development within said easements. Consultant shall prepare legal descriptions and plats for all required easements in accordance with City guidelines. All documentation necessary for vacation of public right-of-way (ROW) and merging City parcels shall be provided as directed by the City Engineer.

6. Task 6: Jurisdictional Coordination. As indicated in the easement phase support, Consultant's design team will engage with the local utility agencies for the site to assess the power supply with Southern California Edison (SCE) to provide the necessary amperage to power the requested sports field lighting in addition to the safety lighting located throughout the park to provide security and visibility to park visitors. Similarly, the design team will work with the Dominguez District of California Water Service (CWS) to research the availability of reclaimed water usage for landscape irrigation and the connections for potable water for the various facilities programmed throughout the site.

Phase C – Construction Document Development. With approval from City Council on the conceptual park plan, Consultant can begin the development of the construction documents. Once again, Consultant will work on several itemized tasks simultaneously in order to be time efficient.

7. Tasks 7 & 8: SCE and CWS Plans of Service.

After making connections with the local utility agencies in Consultant's early task of Jurisdictional Coordination, Consultant will establish intended plans of service for both water and power. Using its preliminary research to establish its power and water requirements, Consultant can prepare a utility plan that clearly outlines the infrastructure location and routes to the amenity connections. These plans will be folded into Consultant's complete construction set used for contractor bidding.

8. Task 9: Final Design and Contract Documents. The key component of the entire project are the contract documents including the construction plans, details, and technical specifications for the improvements. Consultant's design team will prepare a complete set of construction documents that will include the following plans and details:

- Demolition Plans
- Precise Grading & Drainage Plans and Details
- Erosion Control Plans and Details
- Construction Plans and Details
- Irrigation Plans and Details
- Planting Plans and Details
- Architectural Plans and Details
- Mechanical, Electrical, and Plumbing Plans
- Structural Plans
- Lighting and Electrical Plans

Plans will be prepared at the requested 60%, 90%, and 100% progress intervals, and will be accompanied by technical specifications and an itemized opinion of probable cost. Technical specifications for each of the above disciplines will be incorporated into the project manual. Site work and building construction specifications shall be prepared utilizing the Standard Specifications for Public Works Construction (Greenbook) format. In addition, all civil engineering Precise Grading & Drainage Plans will be accompanied by Water Quality Management Plans/Low Impact Development and hydrology calculations. Equally, the required structural calculations will accompany the corresponding structural details. Consultant will host meetings at the end of each City review period for the progress submittal increments in order to review all requested revisions and discuss any changes that would improve the overall design.

Phase D – Engagement & Outreach.

9. Task 10.1: Targeted Internal Engagement.

   Consultant will work with the various City departments in a collaborative information sharing workshop to review the development progress in two interdepartmental workshops. These workshops can occur early on in the design development phase and again during the construction document development phase. This close collaboration will allow for discussion of future maintenance scheduling, programming coordination, and constructability of specific plan elements.

10. Task 10.2: Community Outreach Plan

    Consultant will employ community outreach in the Conceptual Design phase in order to solicit feedback from the ultimate users of the facility and ascertain the desired amenities and park elements of the neighborhood. Consultant's first workshop will provide participants the opportunity to "design" their park using paper cutouts of various park amenities to help the group understand the relationship between various park features as well as the space each of the facilities requires to operate safely. After this initial workshop, Consultant will catalog all of the designs and comments from the community in order to develop a preliminary conceptual design. If two of these preliminary conceptual designs are provided, the second workshop may consist of the community members evaluating and "voting" for their preferred design.

    Alternatively, if the City prefers, Consultant will work with City staff to host a workshop where the community can participate in a design review of the project. Community members can learn about the history of the project, proposed improvements, as well as share their feedback. At the end of the workshop, Consultant will summarize the community information for City.

Phase E – Bidding & Construction Observation

A. Bidding Procedures. Consultant shall assist the City with the Bidding Phase of the project. Questions, clarifications or conflicts arising out of the bidding process will be resolved by addenda prepared by Consultant. Addenda to the contract for construction shall be prepared in writing to document any clarification or modification made to the contract documents. In addition, Consultant shall attend a pre-bid conference and assist the City in reviewing the bid submittals.

B. Construction Observation. Based on current market conditions within the construction industry and construction management availability, Consultant recommends the City contract with a construction manager at the time of bidding. This will allow for competitive bidding based on current construction availability and rates. Consultant's proposal has identified an

allowance to be held in reserve by the City for contracting these services. At the time of bidding, Consultant will introduce construction management firms the City may want to contract with.

During the Construction Phase of the project, Consultant shall provide the following services, unless modifications are approved by the City based on City's involvement/coordination with a construction manager:

1. Pre-Construction Conference. A pre-construction conference shall be organized and conducted to brief all parties concerned with general and special requirements of the contract for construction. Procedural matters, routing of information, and project representatives shall be defined. Attendees shall include representatives from the City staff, Consultant, the contractor, and all major subcontractors.

2. Job Site Meetings. Job site meetings shall be scheduled and conducted by the Consultant for the same day and time through the duration of the project. Scheduling, coordination, requests for information, and changes to the contract for construction are routinely monitored. Consultant shall publish and distribute a field report for each job site meeting, documenting the progress of construction and specifically noting current and delinquent action items.

3. Submittal and Shop Drawing Review. Consultant shall review required shop drawings, RFI responses, and related submittals as defined by the contract documents.

4. Project Close Out. At the completion of the Construction Phase, a final job site meeting and review of the entire facility shall be conducted by Consultant. A final punch list will be published and distributed by the Consultant to all parties concerned, specifically noting required corrections, non-conforming work, and work remaining to be completed. A second walk-through shall be conducted when all punch list items have been corrected, at which time a Final Notice of Completion shall be filed by the City.

5. Record Drawings. Consultant will review contractor-submitted Record Drawings for contract conformance and completeness based upon field observations made during the construction observation/administration task and the original contract documents. Consultant shall not be held responsible for inaccuracies of the contractor-provided record drawings. Any site visits required to verify information contained on the contractor's as-built drawings will be provided on an hourly basis.

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

A. Phase A:

1. Data Gathering & Site Analysis - Site Analysis Plan; Opportunities and Constraints Map; Photo Inventory of Existing Conditions.

2. Site Investigations - Topographic Base Map; Geotechnical Report with Infiltration Analysis; Agronomic Soil Analysis Report with Recommendations.

B. Phase B:

1. Conceptual Park Design and Conceptual Park Design Refinement

2. Color Renderings of Proposed Park Elements from 3D Model

3. Color Renderings of Proposed Architectural Improvements and Play Areas

4. Photometric Light Analysis

5. Proposed Plant Material Photo Board

6. Legal descriptions and plats for all required easements; documentation necessary for vacation of public ROW and merging City parcels.

C. Phase C:

1. SCE Plan of Service

2. CWS Plan of Service

3. Plans, Technical Specifications and Estimate (PSE) for 60% Progress Submittal.

4. PSE for 90% Progress Submittal

5. PSE for 100% Progress Submittal

D. Phase D:

1. Plans and Graphic Elements to Illustrate the Conceptual Park Plan for Interdepartmental City and Community Workshops

E. Phase E:

1. Review of required shop drawings, RFI responses, and related submittals as defined by the contract documents

2. Project close out punch list

3. Review of record drawings

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

A. Phase E - Field report for each job site meeting.

IV. As part of the Services, Consultant will conduct or participate in (as applicable) the following meetings:

A. Phase A:

1. Virtual kick-off meeting with City staff
2. Progress and coordination meetings
3. Field investigation

B. Phase B:

1. Meeting with City staff to discuss refinements to Preliminary Design
2. Additional Meeting with City staff to gain Approval of Preliminary Design to move forward into Construction Document Development
3. City Council Meeting Presentations of Conceptual Park Design & Park Elements.

C. Phase C:

1. Meeting with City staff to discuss refinements to 60% Progress Plans
2. Meeting with City staff to discuss refinements to 90% Progress Plans
3. Meeting with City staff to discuss refinements to 100% Progress Plans
4. Final Meeting with City staff to gain Approval of Final Design Documents

D. Phase D:

1. Two Interdepartmental City Workshops
2. Two Community Workshops

E. Phase E:

1. Pre-Construction conference
2. Job site meetings – 24

3. Final job site meeting, review of facility, and second walk-through for project close out

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

VI. Consultant will utilize the following personnel to accomplish the Services:

A. Zachary Mueting, Principal

B. Andrew Steen, Project Landscape Architect

C. David Dzwilewski, Sports Field Consultant

D. RM Architecture, Rubio Medina – Approved Subconsultant, Architecture

E. civTEC, Tom Carcelli – Approved Subconsultant, Civil Engineering

F. FBA Engineering, Bill Zavrsnick - Approved Subconsultant, Electrical Engineering

G. Glasir Design, Chris Curry (SBE Certification Pending) – Approved Subconsultant, Irrigation Design

H. GMU Geotechnical, Inc., Greg Silver – Approved Subconsultant, Geotechnical/Structural Engineering

I. RGI Utility Consultants, Robert Gregory – Approved Subconsultant, Utilities

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

(additions shown in ***bold italics***, deletions in ~~strikethrough~~)

I. Section 1.1 (Scope of Services) is 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. 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."

II. Section 1.3 (Compliance with Law) is amended to read in its entirety as follows:

"1.3 Compliance with Law.

"Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ***applicable*** 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."

III. Section 1.5 (Familiarity with Work) is 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 ***project*** 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."

IV. 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.

(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."

V. Section 2.3 (Reimbursable Expenses) is amended to read in its entirety as follows:

"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, ***and as set forth in the Scope of Services (Exhibit "A").*** 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 ***at the rates set forth in Exhibit C-1, if such additional services are authorized pursuant to Section 1.8.***"

VI. Subsection (c) of Section 5.1 (Insurance Coverages) is amended to read in its entirety as follows:

"(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 ***(if any)***, non-owned, leased, hired cars and any automobile."

VII. Section 5.2 (General Insurance Requirements) is amended to read in its entirety as follows:

"5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and 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 ***(or ten (10) days' notice if cancellation is due to non-payment of premium)*** 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 ~~DATE~~ THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE ***(OR TEN [10] DAYS' NOTICE IF DUE TO NON-PAYMENT OF PREMIUM)*** 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."

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 $904,455 as provided in Section 2.1 of this Agreement.**

V. **The Consultant's billing rates for additional services not included within the scope of services (which would need to be authorized pursuant to Section 1.8) are attached as Exhibit C-1.**

EXHIBIT C-1

CONSULTANTS' HOURLY RATES

RJM DESIGN GROUP, INC.	
Principal Landscape Architect	$210 per hour
Associate Landscape Architect	$180 per hour
Landscape Architect	$165 per hour
Job Captain / Landscape Designer	$150 per hour
CADD Technician / Graphics	$135 per hour
Clerical	$95 per hour
RUBIO MEDINA	
Project Architect	$150 per hour
Project Manager	$135 per hour
Drafting	$65 per hour
Clerical	$35 per hour
CIVTEC (CIVIL ENGINEERING/SURVEY)	
Principal	$185 per hour
Project Manager	$150 per hour
Project Engineer	$125 per hour
Project Surveyor	$120 per hour
Design Engineer	$100 per hour
Draftperson	$75 per hour
Project Assistant	$60 per hour
2-Man Survey Crew	$275 per hour
3-Man Survey Crew	$355 per hour
FBA ENGINEERING	
Principal / Project Director	$210 per hour
V.P. / Senior Associate	$160 per hour
Associate / Project Manager	$160 per hour
Construction Support	$135 per hour
Electrical Designer	$110 per hour
CAD / BIM Designer	$90 per hour
Technical Typist	$50 per hour
GLASIR	
On-Site Consulting	$135 per hour
Irrigation Designer	$110 per hour
Plan Check	$110 per hour

GMU	
Principal / Director	$280 per hour
Associate Engineer or Geologist	$255 per hour
Senior Engineer or Geologist	$235 per hour
Project Engineer or Geologist	$200 per hour
Senior Staff Engineer or Geologist	$180 per hour
Staff Engineer of Geologist	$165 per hour
CAD / GIS Design Engineer	$120 per hour
Document Preparation and Project Services	$105 per hour
RGI UTILITY CONSULTANTS	
Principal	$225 per hour
Senior Project Manager	$205 per hour
Project Manager	$185 per hour
Utility Coordinator	$165 per hour
CAD Operator	$155 per hour
Administrative Assistant	$135 per hour

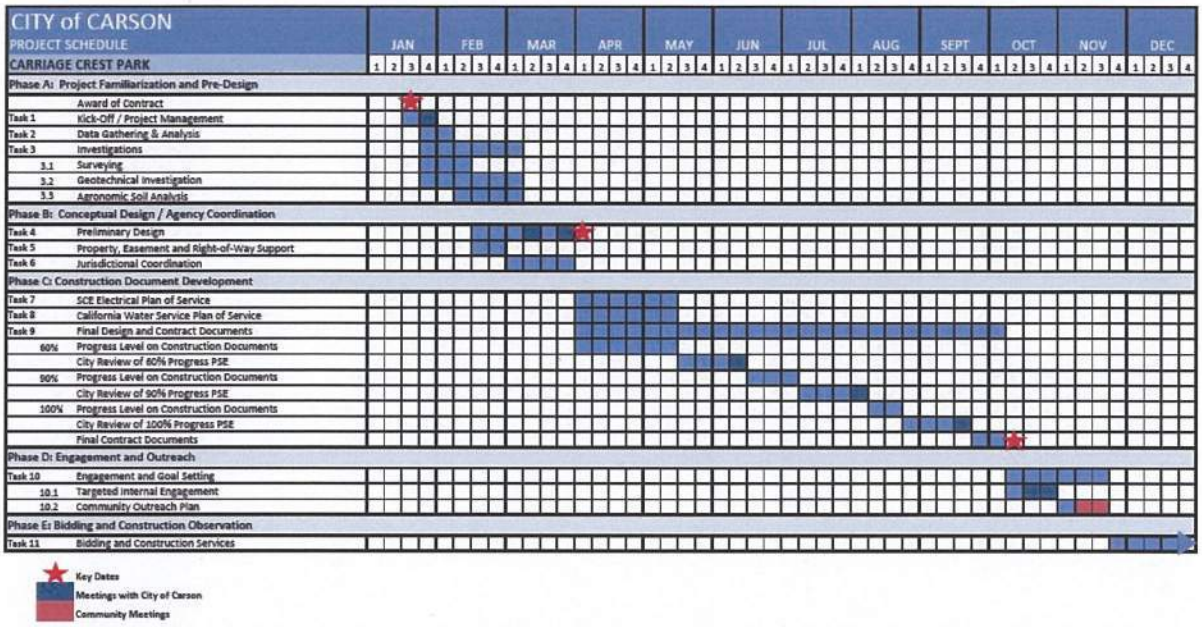
*Charges for subconsultant services are billed at cost plus a 15% coordination fee.

Billings for all time and materials and contract extension work shall be in accordance with the level of work performed based on the categories listed above.

Hourly rates will be escalated each August 1st in accordance with any increase in the Consumer Price Index or other mutually agreed upon cost index, beginning with August 1, 2023. Provisions for fee escalation pertain to all contract extensions and additional work.

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

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



Note: All dates, timeframes, and deadlines specified in the schedule above (from Consultant's proposal) shall be deemed adjusted to account for the difference in time between the contemplated date of "Award of Contract" referenced in the schedule above (third week of January, 2023) and the actual date of this Agreement.

II. Consultant shall deliver the following tangible work products to the City by the following dates.

A. Phase A Deliverables - See Section I of this Exhibit "D," above.

B. Phase B Deliverables - See Section I of this Exhibit "D," above.

C. Phase C Deliverables - See Section I of this Exhibit "D," above.

D. Phase D Deliverables - See Section I of this Exhibit "D," above.

E. Phase E Deliverables - See Section I of this Exhibit "D," above

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

RJMDESI-01 MCCOWANA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/6/2022

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 # 0E67768 IOA Insurance Services 4370 La Jolla Village Drive Suite 600 San Diego, CA 92122	CONTACT NAME: Ali Smith PHONE (A/C, No, Ext): (619) 788-5795 50206 FAX (A/C, No): (619) 574-6288 E-MAIL ADDRESS: Ali.Smith@ioausa.com
INSURED RJM Design Group, Inc. 31591 Camino Capistrano San Juan Capistrano, CA 92675	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : RLI Insurance Company — 13056 INSURER B : Arch Insurance Company — 11150 INSURER C : INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X Cont Liab/Sev of Int GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	X	X	PSB0007263	9/30/2022	9/30/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Ded	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $ 0
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY X No Co. Owned Autos	X	X	PSA0002412	9/30/2022	9/30/2023	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 X DED [ ] RETENTION $			PSE0003628	9/30/2022	9/30/2023	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] N/A If yes, describe under DESCRIPTION OF OPERATIONS below		X	PSW0004066	9/30/2022	9/30/2023	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	Prof Liab/Clms Made			PAAEP0031105	10/1/2022	10/1/2023	Per Claim	2,000,000
B	Ded.: $25K Per Claim			PAAEP0031105	10/1/2022	10/1/2023	Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Landscape Architectural Services

City of Carson, its elected and appointed officers, employees, volunteers and agents are Additional Insured with respect to General and Auto Liability per the attached endorsements as required by written contract. Insurance is Primary and Non-Contributory. Waiver of Subrogation applies to General & Auto Liability and Workers' Compensation.

30 Days Notice of Cancellation with 10 Days Notice for Non-Payment of Premium in accordance with the policy provisions.

CERTIFICATE HOLDER

City of Carson
Attn: Robert Lennox
701 E Carson Street
Carson, CA 90745

INSURANCE APPROVED
RG
3/9/2023

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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Named Insured: RJM Design Group, Inc.
Policy Number: PSA0002412

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

A. Broad Form Named Insured

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE,** Paragraph **A.1. Who Is An Insured** Provision:

Any business entity newly acquired or formed by you during the policy period, provided you own fifty percent (50%) or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of one hundred eighty (180) days following the acquisition or formation of the business entity.

This provision does not apply to any person or organization for which coverage is excluded by endorsement.

B. Employees As Insureds

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE,** Paragraph **A.1. Who Is An Insured** Provision:

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.

C. Blanket Additional Insured

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE,** Paragraph **A.1. Who Is An Insured** Provision:

Any person or organization that you are required to include as an additional insured on this coverage form in a contract or agreement that is executed by you before the "bodily injury" or "property damage" occurs is an "insured" for 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 – COVERED AUTOS LIABILITY COVERAGE**.

The insurance provided to the additional insured will be on a primary and non-contributory basis to the additional insured's own business auto coverage if you are required to do so in a contract or agreement that is executed by you before the "bodily injury" or "property damage" occurs.

D. Blanket Waiver Of Subrogation

The following is added to the **SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss 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 contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

E. Employee Hired Autos

1. The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE,** Paragraph **A.1. Who Is An Insured** Provision:

   An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes In General Conditions:

   Paragraph **5.b.** of the **Other Insurance** Condition in the **BUSINESS AUTO CONDITIONS** is deleted and replaced with the following:

   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 that individual "employee's" name, with your permission, while performing duties related to the conduct of your business. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

F. Fellow Employee Coverage

SECTION II – COVERED AUTOS LIABILITY COVERAGE, Exclusion B.5. does not apply if you have workers compensation insurance in-force covering all of your employees.

G. Auto Loan Lease Gap Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance, is amended by the addition of the following:

In the event of a total "loss" to a covered "auto" shown in the Schedule of Declarations, we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

1. The amount paid under the **PHYSICAL DAMAGE COVERAGE** section of the policy; and
2. Any:
   a. Overdue lease/loan payments at the time of the "loss";

Policy Number: PSB0007263
Named Insured: RJM Design Group, Inc.

RLI Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack® FOR PROFESSIONALS BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM - SECTION II – LIABILITY

1. **C. WHO IS AN INSURED** is amended to include as an additional insured any person or organization that you agree in a contract or agreement requiring insurance to include as an additional insured on this policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by you or those acting on your behalf:
   a. In the performance of your ongoing operations;
   b. In connection with premises owned by or rented to you; or
   c. In connection with "your work" and included within the "product-completed operations hazard".
2. The insurance provided to the additional insured by this endorsement is limited as follows:
   a. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this policy.
   b. This insurance does not apply to the rendering of or failure to render any "professional services".
   c. This endorsement does not increase any of the limits of insurance stated in **D. Liability And Medical Expenses Limits of Insurance**.
3. The following is added to **SECTION III H.2. Other Insurance – COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)**

   However, if you specifically agree in a contract or agreement that the insurance provided to an additional insured under this policy must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:
   a. The "bodily injury" or "property damage" for which coverage is sought occurs after you have entered into that contract or agreement; or
   b. The "personal and advertising injury" for which coverage is sought arises out of an offense committed after you have entered into that contract or agreement.
4. The following is added to **SECTION III K. 2. Transfer of Rights of Recovery Against Others to Us – COMMON POLICY CONDITIONS (BUT APPLICABLE TO ONLY TO SECTION II – LIABILITY)**

   We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" performed by you, or on your behalf, under a contract or agreement with that person or organization. We waive these rights only where you have agreed to do so as part of a contract or agreement with such person or organization entered into by you before the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

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 RJM DESIGN GROUP, INC., a California corporation ("Consultant"), is effective retroactive to the 30th day of June, 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 July 20, 2023 ("Agreement") whereby Consultant agreed to provide professional landscape architectural, architectural, environmental, engineering, and construction support services to design and implement the expansion and improvements to Carriage Crest Park ("Park") located in the City of Carson on the north east corner of West Sepulveda Boulevard and S. Figueroa Street, for a total not-to-exceed Contract Sum of $904,455. The Term of the Agreement was set to expire July 19, 2024.

B. City and Consultant entered into an amendment to the Agreement dated July 19, 2024 ("Amendment No. 1") to extend the Term to December 25, 2025 (this was done inadvertently as it was intended to be extended to December 31, 2025), to allow Consultant to continue providing design and construction support services for the Park.

C. City and Consultant entered into an amendment to the Agreement dated November 24, 2025 ("Amendment No. 2") to extend the Term to June 30, 2026 and to increase the total compensation by $200,000 thereby bringing the not-to-exceed Contract Sum from $904,455 to $1,104,455.

D. City and Consultant now desire to amend the Agreement to extend the Term to December 31, 2026 and to increase the total compensation by $66,580 thereby bringing the not-to-exceed Contract Sum from $1,104,455 to $1,171,035 to allow Consultant to continue providing design and construction support services for the Park.

TERMS

1. 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 (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 One Hundred ***Seventy-One*** ~~Four~~ Thousand ~~Four Hundred Fifty~~ ***Thirty***-Five Dollars ($1,1***71,035*** ~~04,455~~) (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 later than ~~June 30~~ ***December 31***, 2026, except as otherwise provided in the Schedule of Performance (Exhibit "D")."

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 $1,1***71,035*** ~~04,455~~ as provided in Section 2.1 of this Agreement."

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

"Phase E, Task 11 deadline will be extended to ~~June 30~~ ***December 31***, 2026."

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 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 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
[pks; rjl]

CONSULTANT:

RJM DESIGN GROUP, INC., a California corporation

By:_____
Name:
Title:

By:_____
Name:
Title:

Date: _____, 2026

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

DISCUSSION 34.

To: Honorable Mayor and City Council

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

Subject: CONSIDER AWARDING CONTRACT SERVICES AGREEMENTS TO JAS LANDSCAPE LLC, EMTS INC., AND MARIPOSA LANDSCAPES INC. FOR LANDSCAPE MEDIAN MAINTENANCE AND MANAGEMENT SERVICES (CITY COUNCIL)

I. SUMMARY

On July 2, 2026, the City issued Invitation for Bids (IFB) No. 26-17 to solicit qualified contractors to provide landscape maintenance services for the City's landscaped street medians. To improve service delivery and allow all median areas to be maintained concurrently, the City's medians were divided into four separate service areas: Quadrants A, B, C, and D. Five bids were received for each quadrant.

Following a review of the bids for compliance with the City's requirements, contractor responsibility, and pricing, staff determined that JAS Landscape LLC submitted the lowest responsive and responsible bids for Quadrant A, at an annual cost of $155,940, and Quadrant D, at an annual cost of $103,440. Staff determined that EMTS Inc. submitted the lowest responsive and responsible bid for Quadrant B, at an annual cost of $117,206.76, and Mariposa Landscapes Inc. submitted the lowest responsive and responsible bid for Quadrant C, at an annual cost of $78,444.

Consequently, staff recommends that the City Council award five-year contract service agreements as follows: JAS Landscape LLC for Quadrant A, in an amount not to exceed $779,700; EMTS Inc. for Quadrant B, in an amount not to exceed $586,033.80; Mariposa Landscapes Inc. for Quadrant C, in an amount not to exceed $392,220; and JAS Landscape LLC for Quadrant D, in an amount not to exceed $517,200. The four agreements represent a combined anticipated annual cost of $455,030.76 and a combined five-year not-to-exceed amount of $2,275,153.80.

II. RECOMMENDATION

TAKE the following actions:

1. AWARD a five-year contract to JAS Landscape LLC for landscape median maintenance and management services for Quadrant A, in an amount not to exceed $779,700;
2. AUTHORIZE the Mayor to execute the contract with JAS Landscape LLC for Quadrant A, subject to approval as to form by the City Attorney;
3. AWARD a five-year contract to EMTS Inc. for landscape median maintenance and management services for Quadrant B, in an amount not to exceed $586,033.80;
4. AUTHORIZE the Mayor to execute the contract with EMTS Inc. for Quadrant B, subject to approval as to form by the City Attorney;

5. AWARD a five-year contract to Mariposa Landscape Inc. for landscape median maintenance and management services for Quadrant C, in an amount not to exceed $392,220;
6. AUTHORIZE the Mayor to execute the contract with Mariposa Landscape Inc. for Quadrant C, subject to approval as to form by the City Attorney;
7. AWARD a five-year contract to JAS Landscape LLC for landscape median maintenance and management services for Quadrant D, in an amount not to exceed $517,200; and,
8. AUTHORIZE the Mayor to execute the contract with JAS Landscape LLC for Quadrant D, subject to approval as to form by the City Attorney.

III. ALTERNATIVES

1. REJECT all bids received in response to Invitation for Bids No. 26-17.
2. TAKE any other action the City Council deems appropriate, consistent with applicable law.

IV. BACKGROUND

The City is responsible for maintaining more than 20 miles of landscaped street medians, parkways, and embankments throughout Carson. These landscaped areas contribute to the appearance of the community and also support public safety by keeping vegetation maintained and preserving visibility for motorists, bicyclists, and pedestrians. Because of the size and geographic distribution of these areas, the City has historically contracted with private landscape maintenance companies to supplement City operations and provide ongoing maintenance services. The City's previous contracts divided the work into two service areas and expired in August 2026.

In anticipation of those contracts expiring, staff reviewed the City's landscape maintenance needs and developed a new scope of work intended to improve service delivery, contractor accountability, and cost control. One of the primary changes was dividing the City's landscaped areas into four geographic service areas, referred to as Quadrants A, B, C, and D, rather than the two service areas used under the previous contracts. This approach allows the City to separately award each quadrant based on the bids received and provides greater flexibility in managing and evaluating contractor performance.

Staff also revised the requirements for irrigation system maintenance and repairs. Under the previous contracts, certain minor sprinkler and irrigation repairs were treated as additional work and could result in costs beyond the regular maintenance price. Under the new scope of work, routine repairs and replacement of irrigation components resulting from normal deterioration, wear and tear, or contractor negligence are included as part of the contractor's regular maintenance responsibilities and annual contract price. Repairs resulting from vandalism, severe weather or other events outside the contractor's control may be performed separately in accordance with the applicable provisions of the contract. This change is intended to provide greater clarity regarding contractor responsibilities and better control routine maintenance costs.

On July 2, 2026, the City issued Invitation for Bids (IFB) No. 26-17 for landscape median maintenance services. An Invitation for Bids is a competitive procurement process through which qualified contractors submit pricing for a defined scope of work, with award generally made to the lowest bidder that meets the City's requirements and demonstrates the ability to perform the work. Contractors were permitted to bid on one or more quadrants. Contractors seeking to maintain all four quadrants were required to demonstrate sufficient staffing, equipment, and operational capacity to service the areas concurrently. The solicitation was advertised through the City's PlanetBids procurement system and through the City's other required public-noticing methods in accordance with Carson Municipal Code Section 2800. Bids were due July 23, 2026, and five contractors submitted bids for each of the four quadrants.

The bid register included with the staff report as Exhibit No. 2 displays the bidders' overall submissions; however, the City evaluated and is recommending awards separately for each quadrant. Staff identified a minor discrepancy in the PlanetBids-generated bid register for JAS Landscape LLC. Staff reviewed the firm's submitted bid documents and verified the applicable pricing using Exhibit C of its bid, which controls over the inaccurate amount displayed in the system-generated bid register. The verified annual bids for each quadrant are summarized below.

Quadrant A

Vendor	Annual Bid
EMTS Inc.	$207,357.12
Mariposa Landscapes Inc.	$279,552.00
JAS Landscape LLC	$155,940.00
Greenfield Landscaping and Maintenance Inc.	$190,656.00
Swayzer Corporation	$172,800.00

Quadrant B

Vendor	Annual Bid
EMTS Inc.	$117,206.76
Mariposa Landscapes Inc.	$134,940.00
JAS Landscape LLC	$124,440.00
Greenfield Landscaping and Maintenance Inc.	$190,200.00
Swayzer Corporation	$180,000.00

Quadrant C

Vendor	Annual Bid
EMTS Inc.	$85,091.16
Mariposa Landscapes Inc.	$78,444.00
JAS Landscape LLC	$156,540.00
Greenfield Landscaping and Maintenance Inc.	$187,200.00
Swayzer Corporation	$165,000.00

Quadrant D

Vendor	Annual Bid
EMTS Inc.	$124,622.76
Mariposa Landscapes Inc.	$143,652.00
JAS Landscape LLC	$103,440.00
Greenfield Landscaping and Maintenance Inc.	$199,800.00
Swayzer Corporation	$162,000.00

Staff reviewed the bids for completeness, compliance with the solicitation requirements, and contractor responsibility. Based on this review, staff determined that JAS Landscape LLC is the lowest responsive and responsible bidder for Quadrants A and D; EMTS Inc. is the lowest responsive and responsible bidder for Quadrant B; and Mariposa Landscapes Inc. is the lowest responsive and responsible bidder for Quadrant C. A responsive and responsible bidder is one that submitted a bid meeting the City's requirements and has demonstrated the ability and qualifications necessary to perform the work. Consequently, staff recommends that the City Council approve five-year contract service agreements for the four quadrants as follows:

Service Area	Recommended Contractor	Annual Amount	5-Year Not-to-Exceed Amount
Quadrant A	JAS Landscape LLC	$155,940.00	$779,700.00
Quadrant B	EMTS Inc.	$117,206.76	$586,033.80
Quadrant C	Mariposa Landscapes Inc.	$78,444.00	$392,220.00
Quadrant D	JAS Landscape LLC	$103,440.00	$517,200.00
Total	Three Contractors	$455,030.76	$2,275,153.80

Approval of the proposed agreements will provide for continued landscape maintenance throughout the City's four service quadrants following expiration of the previous contracts. The new contract structure is intended to maintain service continuity while providing clearer maintenance requirements, greater accountability for routine irrigation repairs, and improved oversight of the City's landscaped public areas.

V. FISCAL IMPACT

The proposed five-year agreements have a combined not-to-exceed amount of $2,275,153.80, with an anticipated combined annual cost of approximately $455,030.76. The proposed contract amounts are summarized below:

Service Area	Contractor	Anticipated Annual Cost	5-Year Not-to-Exceed Amount
Quadrant A	JAS Landscape LLC	$155,940.00	$779,700.00
Quadrant B	EMTS Inc.	$117,206.76	$586,033.80
Quadrant C	Mariposa Landscapes Inc.	$78,444.00	$392,220.00
Quadrant D	JAS Landscape LLC	$103,440.00	$517,200.00
Total		$455,030.76	$2,275,153.80

Funding for the first year of the agreements is available in the adopted Fiscal Year 2026-2027 budget within the Medians Professional Services Account No. 101-80-840-108-6004. Because the contracts are anticipated to begin approximately three months into the fiscal year, staff expects actual expenditures during Fiscal Year 2026-2027 to be less than the full annual amount shown above, reflecting approximately nine months of service. Funding for the remaining years of the five-year agreements will be considered through the City's annual budget process and will remain subject to City Council approval and the availability of funds.

VI. EXHIBITS

1. Maintenance Area Quadrant Map
2. Bid Register
3. JAS Landscape LLC Contract (Quadrant A)
4. EMTS Inc. Contract (Quadrant B)
5. Mariposa Landscape Inc. Contract (Quadrant C)
6. JAS Landscape LLC Contract (Quadrant D)

Attachments

Exhibit 1. Maintenance Area Quadrant Map

Exhibit 2. Bid Register

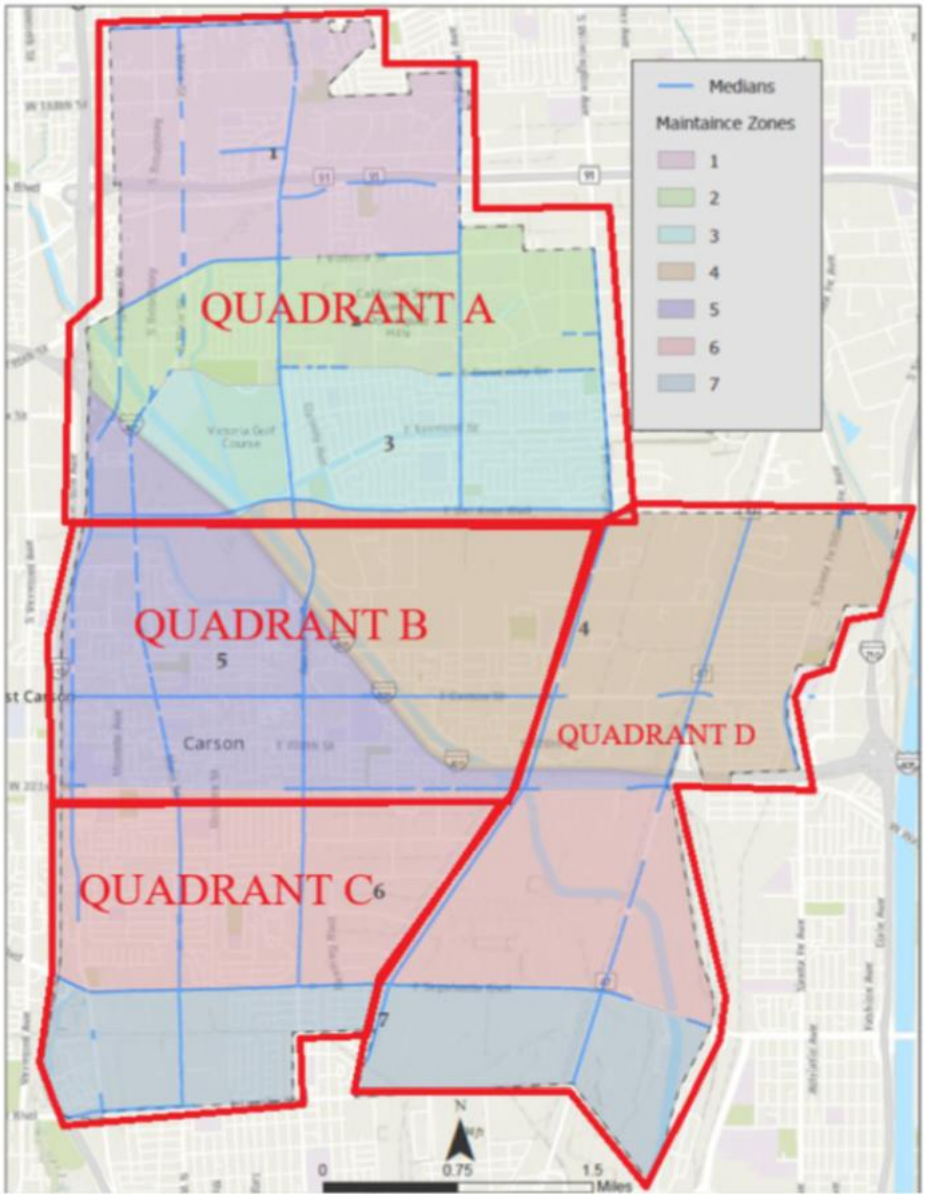
Exhibit 3. JAS Landscape LLC Contract (Quadrant A)

Exhibit. 4 EMTS Inc. Contract (Quadrant B)

Exhibit 5. Mariposa Landscape Inc. Contract (Quadrant C)

Exhibit 6. JAS Landscape LLC Contract (Quadrant D)

Project Locations and Maps



CITY OF CARSON
BID REGISTER

NAME OF PROJECT: *IFB #26-17 – MEDIAN LANDSCAPE MAINTENANCE AND MANAGEMENT (QUADRANTS A-D)*

BID OPENING DATE: *07-23-26* **TIME:** *2:30 P.M.*

#	COMPANY	COMPANY CONTACT (If Applicable)	PLANET BID DATE/TIME RECEIVED	HARD COPY DATE/TIME RECEIVED	TOTAL	
1.	JAS Landscape, LLC.	Alejandro Lopez	7-23-26 10:20am	—	$45,030.00	
2.	EMTS, Inc.	Darin Sherlock	7-23-26 11:47am	—	$534,277.80	
3.	Mariposa Landscapes, Inc.	Larry Rudd	7-23-26 1:40pm	—	$636,588.00	
4.	Swayzer Corporation	Elijah Swayzer III	7-23-26 10:36am	—	$679,800.00	
5.	Greenfield Landscaping and Maintenance, Inc.	Johnathan Kalta	7-22-26 4:55pm	—	$767,856.00	
6.						
7.						
8.						
9.						
10.						
11.						

Opened By: Khaleah Bradshaw (Print Legibly) KB (Initials)

City Clerk: K Bradshaw (Signature)

Staff Present: Kirby Jones (Print Legibly) K.J. (Initials)

PlanetBids Opened By: Angel Lopez O. (Print Legibly) ALO (Initials)

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF CARSON

and

JAS LANDSCAPE LLC

AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF CARSON AND
JAS LANDSCAPE LLC

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this ____ day of _____, 2026 by and between the CITY OF CARSON, a California municipal corporation ("City") and JAS LANDSCAPE LLC, a California limited liability company ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

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

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

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

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

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

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

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

1.2 Consultant's Proposal.

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

1.3 Compliance with Law.

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

1.4 Licenses, Permits, Fees and Assessments.

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

1.5 Familiarity with Work.

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

1.6 Care of Work.

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

1.7 Further Responsibilities of Parties.

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

1.8 Additional Services.

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

1.9 Special Requirements.

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

1.10 Compliance with Labor and Wage Laws.

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **Seven Hundred Seventy Nine Thousand Seven Hundred Dollars and Zero Cents ($779,700.00)** (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

2.2 Method of Compensation.

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

2.3 Reimbursable Expenses.

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

2.4 Invoices.

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

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

2.5 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 Schedule of Performance.

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

3.3 Force Majeure.

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

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding five (5) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

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

Alejandro Lopez	Manager
(Name)	(Title)
(Name)	(Title)
(Name)	(Title)

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

4.2 Status of Consultant.

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

4.3 Contract Officer.

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

4.4 Independent Consultant.

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

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

4.5 Prohibition Against Subcontracting or Assignment.

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

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

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

(a) General Liability Insurance (Coverage Form ISO CGL CG 00 01 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than $2,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

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

(c) Automotive Insurance (Coverage Form ISO CA 00 01 including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than $1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

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

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

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

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

5.2 General Insurance Requirements.

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

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

No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

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

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

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

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

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

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in

connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

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

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

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

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

5.4 Performance Bond.

Concurrently with execution of this Agreement, Contractor shall deliver to the City the following bond if the Contract Sum should exceed $25,000:

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.

The bond shall be on the applicable form provided in **Exhibit "E"** attached hereto and made part hereof. The bond shall contain the original notarized signature of an authorized officer

of the surety and affixed thereto shall be a certified and current copy of his/her power of attorney. The bonds shall be unconditional and remain in force during the entire term of the Agreement.

5.5 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.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

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

6.2 Reports.

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

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

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

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

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

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

Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default.

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

7.3 Retention of Funds.

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

7.4 Waiver.

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

7.5 Rights and Remedies are Cumulative.

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

7.6 Legal Action.

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

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Agreement except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, Consultant may terminate this Agreement if and only if all of the following criteria are met: (i) City is in default under the terms of this Agreement; (ii) Consultant has given City 30 days' written notice (or longer, if circumstances warrant) of the default and the reasons for the default; and (iii) City has failed to cure the default within said cure period. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product

actually produced hereunder. In the event of City's termination without cause pursuant to this Section, the City need not provide the Consultant with the opportunity to cure pursuant to Section 7.2

7.8 Termination for Default of Consultant.

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

7.9 Attorneys' Fees.

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

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

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

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the

Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

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

8.4 Unauthorized Aliens.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

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

9.2 Interpretation.

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

9.3 Counterparts.

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

9.4 Integration; Amendment.

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

9.5 Severability.

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

9.6 Warranty & Representation of Non-Collusion.

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

payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials _____

9.7 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF CARSON, a municipal corporation

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
[pks; rjl]

CONSULTANT:

JAS LANDSCAPE LLC, a California limited liability company

By:_____
Name:
Title:

By:_____
Name:
Title:
Address: 2225 River Ridge Road
Oxnard, CA 93036

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"
SCOPE OF SERVICES

I. Consultant will perform the following Median Landscape Maintenance and Management Services in Quadrant A (Project Map & Locations attached at the end of Exhibit A):

1.1 Contractor shall have the duty to mow, edge, trim, irrigate, aerate, overseed, fertilize and dethatch turf areas; prune, trim, and hedge planters and shrub areas designated hereunder; as well as to provide weed control, disease control, rodent pest control, litter, and debris removal, maintain and repair irrigation systems at service medians, center medians and may include adjacent tree wells, including the necessary maintenance of any associated structures and equipment as normal maintenance as specified. Maintenance frequencies shall be those as specified.

1.2 Contractor shall not work or perform any operation, particularly during periods of inclement weather, which may destroy or damage vegetation, ground cover, or turf areas. The City's Director of Public Works or designee shall have the authority to suspend the work, wholly or in part, for such period as may be deemed necessary, due to unsuitable weather or other conditions considered unfavorable for the suitable performance of the work. Any mowing missed due to inclement weather and not rescheduled shall be deducted from the monthly billing statement.

1.3 Contractor shall be required to assign a designated English-speaking foreman. This individual will be the contact person for this project and must be available to respond to inquiries, walkthroughs, and inspections of the project as required. The Contractor's designated foreman shall be on site for a minimum of fifteen (15) hours per week. At least one member of any maintenance crew at each maintenance area shall be able to read and speak English fluently. All Contractors' personnel shall wear and maintain presentable company uniform complete with a nametag and high visibility safety vest. Contractor shall require employees to wear the appropriate shoes, uniform, and other personal protective equipment required by OSHA and CAL OSHA regulations.

1.4 Contractor shall be available twenty-four (24) hours a day, seven (7) days a week to respond to all emergencies within two (2) hours of notification or attempted notification. If the Contractor cannot be notified or does not respond promptly, the City will respond, and all costs will be charged to the Contractor. If the Contractor fails to respond on three (3) separate occasions, the Contractor will be subject to a $250.00 deduction from monthly invoice in addition to any City charges.

1.5 During daylight hours, Contractor's designated foreman shall perform a weekly maintenance inspection of all areas within the maintenance areas. Such inspection shall be both visual and operational and shall include the operation of all irrigation or other mechanical systems to check for proper condition and reliability.

1.6 Contractor's designated foreman shall prepare and submit to the City's Public Works Director, or assigned designee(s), both a daily project report, and a weekly project report. The daily project report shall include work performed for the day, and staff name performing the work. The weekly report shall indicate the overall condition of the maintenance areas and shall list specifically any unusual or problem areas/situations. The report shall also include action to be taken by the contractor to rectify the said situation and indicate the anticipated time frame for compliance.

1.7 Contractor shall schedule its operations so as not to interfere with the public's use of the maintenance areas. Contractor shall conduct its operations to provide the maximum safety for the public and to offer the least possible obstruction and inconvenience to the public, or disruption to the peace and quiet of the area around which the services are performed.

2. AREA TO BE MANAGED

2.1 Contractor shall maintain irrigation systems at service medians, center medians, and adjacent tree wells, only.

2.2 Contractor hereby acknowledges that before submitting a proposal, Contractor has visited all existing areas to be maintained, verified the approximate size of the medians, noted for each location the proposed work, and is fully informed as to all conditions that may affect the work specified. Contractor shall not be relieved of liability under this Agreement, nor the City be held liable, for any loss sustained by the Contractor, as a result of any variance between conditions as referred to in this Project Scope and Specifications and the actual conditions revealed during the examination of the locations of the proposed work.

3. TURF CARE

The Contractor shall perform, at their sole expense, the following services:

(a) Mowing – Turf to be mowed with an adequately sharpened power mower to ensure a smooth surface appearance without scalping. The contractor shall comply with all state, county, and/or local regulations regarding powered mowers, alternative fuel mowers, and equipment. All turf grasses are to be cut so that no more than one-third of the height of the grass blade is removed during anyone mowing operation. Recycling mowers may only be used upon approval of the City's Public Works Director or assigned designee(s). The mowing heights will be adjusted according to the needs of the City or during periods of renovation. A mowing schedule will be established and maintained. This schedule will ensure that all areas will, at a minimum, be mowed once a week. All mowing missed and not completed within three (3) working days, shall be deducted from the monthly billing statement. Costs will be calculated at a rate of 25% of the total monthly maintenance costs as listed in the Proposal Schedule for subject medians. Clippings are to be removed concurrently with each mowing.

(b) Edging – The edge of the grass along sidewalks, curbs, shrubs, flowerbeds, and walls shall be trimmed to a neat and uniform line. Where trees exist in turf areas, all grass shall be removed six (6) inches from the tree trunks by approved chemicals or by hand as required. Mulch may be applied to the base of tree trunks to reduce weed growth (mulch will be supplied by the City). Weed eaters/string trimmers may not be used to clear turf around tree trunks. The Contractor shall trim around all sprinkler heads as necessary in order to provide maximum water coverage. Edging shall be done concurrently with each mowing. The edge of the turf shall be trimmed around valve boxes, meter boxes, backflow devices, or any structures located within the turf areas using mechanical methods. Turf edges are to be maintained to prevent grass invasion into adjacent shrub, flower, and ground cover bed areas. After mowing and edging is completed, all adjacent walkways are to be cleaned.

(c) Fertilization – A fertilization schedule will be established and maintained. This schedule will provide that fertilization of turf areas occurs as often as necessary to maintain the turf in vigorous healthy condition. The minimum frequency of fertilization is included in the "Minimum Frequency Schedule,"". The schedule along with specific nutrient recommendations will be submitted to the City for approval prior to application. Fertilization to be provided for all medians.

(d) Aeration – An aeration schedule will be established and maintained. This schedule will provide that aeration of turf areas occurs annually by removing ½-inch diameter by 4-inch deep cores of sod, with an aerator at not more than 6-inch spacing. The schedule will be submitted to the City for approval prior to application

(e) Dethatch –Dethatching of turf areas shall be performed on annual basis. All thatching debris shall be removed offsite or pulverized, at the end of the Contractor's operation or at the end of the workday, whichever occurs first. The City shall determine and approve the extent of thatch removal.

(f) Seasonal Overseeding – All turf areas shall be annually reseeded to re-establish turf to an acceptable condition as specified in the Minimum Frequency Schedule. At the City's request, all bare and/or sparse turf areas shall be overseeded throughout the term of the contract. All areas to be reseeded shall be verticut to remove all thatch and to provide a rough seedbed suitable for seeding. Once the seed has been applied, the seed will be covered with finish mulch to prevent erosion. Mulch for seed topping shall be nitrolized wood shavings such as Kellogg's Topper or equivalent. All mulch must be approved by City prior to application.

(g) Weed Control – Turf areas shall be maintained in a weed-free condition. Chemical control for broadleaf weeds shall be applied on an as-needed basis to maintain weed-free conditions. All personnel applying these chemicals shall be properly licensed, certified, and trained in accordance with the California Department of Pesticide Regulations (DPR) and any other applicable Federal, State, and County regulations in effect at the time of application. All personnel applying these chemicals must hold an active Qualified Applicator License issued by DPR.

(h) Insect/Pest Control – Turf shall be maintained free of diseases, insects, rodents, and pests. Infested areas shall be treated when neededas detailed I the Project Scope and Specifications. All personnel applying these chemicals shall be properly licensed, certified, and trained in

accordance with the California Department of Pesticide Regulations (DPR) and any other applicable Federal, State, and County regulations in effect at the time of application. All personnel applying these chemicals must hold an active Qualified Applicator License issued by DPR.

(i) Irrigation – The Contractor shall irrigate all landscaped areas at City medians as required to maintain adequate growth rate and appearance and in accordance with the schedule most conducive to maintaining a lush green appearance. Note: All irrigating shall be accomplished in accordance with any and all water conservation mandates imposed on the City by governing agencies and coordinated with the City's Director of Public Works or designee.

(j) Consideration shall be given to the soil conditions, seasonal temperatures, wind conditions, humidity, minimizing of runoff, and the relationship of conditions, which affect day and night watering. This may include daytime watering during winter weather to prevent icy conditions and manual operation of the irrigation system during periods of prolonged heat. During freezing, rain, and/or windy conditions, automatic irrigation will be discontinued at the direction of the City's Director of Public Works or designee.

(k) In areas where wind creates problems of spraying water onto private property or road rights-of-way, the controllers shall be set to operate during the period of lowest wind velocity which would normally occur between the hours of 10:00 p.m. and 6:00 a.m.

(l) Contractor shall monitor all systems within the scope and for the correction of coverage, sprinkler adjustment, sprinkler height adjustment, clogging of lines and sprinkler valves, and removal of obstacles, including plant materials, which obstruct the spray pattern.

(m) Complete irrigation system checks as outlined in the Minimum Frequency Schedule or more often if necessary and adjust and repair any sprinkler heads causing excessive runoff, or which throw directly onto paving or walks.

(n) Adjust all controllers on a weekly basis considering the water requirements of each remote control valve.

(o) Control the irrigation system in such a way as not to cause an excessively wet area which may interfere with the Contractor's ability to maintain all the flora, or excess water crossing over sidewalks or flooding into the public right-of-way.

(p) Observe and note any deficiencies occurring from the original system design and review these findings with the City so necessary improvements may be considered.

(q) Repair all leaking or defective valves or irrigation system parts immediately upon occurrence, or within twenty-four (24) hours following notification from the City of such a deficiency. The Contractor shall be responsible for maintaining or repairing backflow prevention devices.

(r) File a monthly executive summary with the City certifying that all irrigation system components at City medians are functioning properly.

4. **SHRUB, GROUND COVER, AND TREE WELL CARE**

(a) Pruning – Prune shrubbery during the term of the contract to encourage healthy growth habits and for shape and appearance. All shrubs shall, at all times, be free of dead wood, weak, diseased, insect-infested, and damaged limbs, and shall remove all clippings the same day shrubbery is pruned to the green waste disposal site. Pruning shall be done to maintain a well-groomed, laced-out appearance appropriate for plant size, species, and surroundings. Under no circumstances shall any shrubs be poodled or balled.

(b) Trimming –Restrict the growth of shrubbery and ground cover plants to areas behind curbs and walkways and within planter beds by trimming as necessary, or as requested by the City.

(c) Hedging –Hedge vines on block walls adjacent to service and center medians. Vines shall not be allowed to grow into private lots and topped eight inches (8") or one (1) cylinder block from the top.

(d) Renovation –Renovate ground cover plants according to prescribed practices in the industry, as needed to maintain a healthy, vigorous appearance and growth rate. This includes, but is not limited to, thinning and trimming to encourage growth or to achieve a more manicured appearance.

(e) Disease and Insect Control –Maintain all areas free of diseases and insects and treat infested areas when needed.

(f) Weed Control – All ground cover, shrub beds, side panels, and tree wells shall be kept weed free at all times. Methods for control may incorporate one or more of the following: (1) Hand removal, (2) Cultivation, (3) Chemical eradication (except in areas that rely on reseeding to maintain appearance). Weed whipping is not an acceptable alternative for weed control. Debris generated by weed control must be removed from the site each day to the green waste disposal site and disposed of in a proper, legal manner.

(g) Irrigation – Irrigate, including hand watering, to maintain adequate growth rate and appearance, and bleeding of valves in emergency situations where automatic systems are not functioning.

(h) Shrub and Ground Cover Replacement –Replace all damaged, untreated, diseased, or dead shrubs and ground cover plants with the same plant species of similar size. Substitutions for any plants must have prior approval in writing by the City. Original plans and specifications should be consulted to determine the correct identification of species. All shrubs shall be guaranteed to live and remain in healthy condition for no less than six (6) months from the date of acceptance by the City.

(i) The ground cover shall be maintained and replaced as needed so as to form a solid mat over the surface of the ground. Height shall not to exceed one-foot (1'). Weed eaters/string trimmers are appropriate to accomplish this task. Undesirable plant material or weeds shall be removed, as well as removal of desirable annual flora growth, after it has flowered and seeded (such as but

not limited to, Lupine), if necessary. All shrubs shall have a one-foot (1') clear area maintained around the plant edge at all times.

(j) Annual color beds and freestanding pots shall be maintained with appropriate seasonal flowers. The Contractor shall provide flowers and labor to both the annual color beds and freestanding pots. Flowers and labor will be considered regular maintenance and are not billable extras.

5. USE OF CHEMICALS

5.1 The Contractor shall perform the following services:

(a) Chemical Application - All personnel applying chemicals shall be properly licensed in the State of California, certified, and trained in accordance with applicable regulations in effect at the time of application.

(b) Permits – Permits, Recommendations, and Documentation –Provide the City with a copy of a Pest Control Recommendation written by a State of California licensed Pest Control Advisor. The Pest Control Recommendation shall include the specific areas, pests to be treated, and the pesticide to be used. All pesticides must be approved by the City prior to application. Also, a Pesticide Use Report shall be provided to the City within ten (10) calendar days of the end of each month that an application has taken place. The Pesticide Report shall include, but is not limited to the dates, specific location of application, pesticide used, pest treated, and amount of concentrate material used. The Contractor shall give the City notification on time, date, and location of where pesticide use is scheduled.

(c) Pest Control - The Contractor will be responsible for the eradication of all pests, including but not limited to gophers, ground squirrels, snails, earwigs, and other destructive insects to provide a healthy environment for plants and the public. Any eradication and/or disposal of pests must be performed in accordance with Federal, State, and County regulations in place at the time of eradication.

(d) Rodent Control - Whenever rodent holes are visible upon the surface, the Contractor shall fill and securely tamp said holes to avoid moisture runoff entering the holes.

6. **GENERAL CLEAN-UP**

6.1 The Contractor shall also perform the following services:

(a) Trash Removal –Remove all trash and litter from all maintained areas, as indicated and specified in the "Minimum Frequency Schedule." All trash generated, including green waste, shall be removed immediately by the Contractor at the Contractor's expense and offloaded to the proper disposal/recycling facility.

(b) Curb and Gutter Maintenance – The Contractor shall remove all weeds and grass growing in and around curb and gutter areas.

(c) Drain Maintenance – All drains, culverts, and catch basins shall be free of siltation and debris at all times.

(d) Removal of Leaves – Accumulation of leaves shall be removed from all areas not less than once per week to the green waste disposal/recycling site.

(e) All organic waste must be disposed/recycled at a facility in compliance with State and County organic waste diversion guidelines and mandates.

7. IRRIGATION SYSTEM SERVICE OR REPAIR

All irrigation systems designated in this contract shall be repaired and maintained by the Contractor in the following manner:

(a) Scope of Responsibility – The Contractor shall maintain, troubleshoot, repair, replace, and keep operable all irrigation equipment components including but not limited to, sprinkler heads, drip irrigation parts, valve repairs, backflow devices, lateral line repair, quick couplers, risers, and automatic controller batteries. This paragraph does not require the Contractor to make a complete piping replacement of the system or to make major renovations/repairs to the existing irrigation systems.

(b) Replacement Requirements – Replacement will be with original materials or substitutes approved in writing prior to installation by the City.

(c) Extent of Responsibility –Perform minor maintenance and repairs to the irrigation system. Major repairs and replacements shall be handled as extra work. Major repairs shall include mainline breaks, controller replacement, backflow device replacement and certification, and valve replacement. Contractor must provide copies of certifications for newly installed or replaced backflow devices to the City's Director of Public Works or designee. Minor repairs include but are not limited to: head adjustment and replacement; lateral line breaks and leaks; wire tracking; clock adjustment; diagnosis of irrigation system problems; and valve and solenoid repair. Verified by the supplier's invoice, contractor shall be reimbursed for all parts used in the repair of the irrigation systems at cost. The Contractor shall be responsible at all times for hand watering and bleeding of valves in emergency situations as required to sustain and prevent loss of turf, trees, plants, and ground cover when automatic systems are not functioning. The Contractor shall repair and replace automatic irrigation systems when they are not functioning. The replacement required by the Contractor shall be due to normal deterioration, wear and tear, or negligence upon the part of the Contractor. The Contractor may make necessary repairs and/or replacements to irrigation systems, which malfunction due to incidents of vandalism, acts of God, and third-party negligence.

8. MANAGEMENT OF SIDEWALKS, BARRICADES, SOUND WALLS, CENTER MEDIANS, SERVICE MEDIANS, BLOCK WALLS AND DRAINS

8.1 Sidewalks, and block walls– In maintained areas, the Contractor shall notify the City of any conditions that may affect the health and safety of the public.

(a) Contractor shall replace all sidewalks and roadways damaged by Contractor's negligence.

(b) Contractor shall not be responsible for the replacement of roadways or sidewalks worn due to normal deterioration.

(c) Contractor shall thoroughly clean all hard surface areas a minimum of once per week or more often, if necessary, to maintain in a clean, safe, condition.

9. EXTRAORDINARY REPAIRS

9.1 Any extraordinary incident such as vandalism, acts of God, and third-party negligence which has or will affect any maintenance area and is within the scope of Contractor's responsibilities, shall be documented by the Contractor by a phone call, photographs, and/or written statement, and documentation shall be given to the City within eight (8) hours of learning of same. The Contractor is not responsible for graffiti abatement but shall report graffiti to the City within two (2) hours of learning of same. The Contractor shall perform the above documentation upon discovery of extraordinary incidents.

9.2 The City may, at its discretion, when it learns of the need for extraordinary repairs, authorize the Contractor to perform necessary repairs and replacements in accordance with the following: Contractor shall submit a written estimate for the cost of performing such work to the City. The city may, upon review and approval of such estimate, authorize the Contractor to perform said work by the issuance of a written work order. Upon completion of the work, the Contractor shall submit a bill to City, and City shall reimburse the Contractor, but only up to the amount of the agreed-upon cost estimate. In the event Contractor's written estimate is not approved, the City reserves the right to contract with a third party to perform such work or to make the repairs using City staff. All parts used by the Contractor shall be reimbursed at the Contractor's direct cost. Notwithstanding the above, when a condition exists wherein there is imminent danger of injury to the public or damage to property, the City may verbally authorize work to be performed upon receiving a verbal estimate from the Contractor. However, within twenty-four (24) hours after receiving a verbal authorization, the Contractor shall submit a written estimate to the City. The provisions of Paragraph 1.4 of this Scope of Work shall prevail under these circumstances.

10. INSPECTION

10.1 The Contractor shall:

(a) Perform a weekly maintenance inspection during daylight hours of all medians within the maintenance areas.

(b) Meet on-site with an authorized representative of the City on a monthly basis for a walk-through inspection. Said meeting shall be at the convenience of the City. The Contractor and City representative shall collectively agree and document the observations and findings as a result of the weekly walk-through inspection. The Contractor shall provide to the City a summary of the weekly walk-through prior to the next meeting date. Any corrective work required as a result of an inspection or any interim inspection by the City shall be accomplished to the satisfaction of the City as follows:

The City shall provide written notice to the Contractor identifying any deficiencies in performance ("Punch List"). The Contractor shall correct all identified deficiencies within the time period specified by the City. Such time periods shall be determined by the City in its reasonable discretion and shall reflect the nature and urgency of the deficiency; provided, however, that the City may require

immediate correction where necessary to address safety, operational, or service continuity concerns.

If the Contractor fails to correct any deficiency within the specified time period, or fails to perform in accordance with the requirements of this Contract, the City may, at its sole discretion, correct or complete the work by any means it deems appropriate, including but not limited to the use of City employees, third-party contractors, or other contract labor.

All costs incurred by the City in correcting or completing such work shall be recoverable from the Contractor and may be deducted from any amounts otherwise due or becoming due to the Contractor, or billed directly to the Contractor. Such costs shall include all direct and indirect expenses, including fully burdened labor costs (salary, benefits, overhead, and supervisory time), materials, equipment usage, and administrative expenses.

In addition, the Contractor shall be responsible for a thirty percent (30%) administrative fee to cover City overhead associated with procurement, supervision, coordination, and contract administration.

All cost recoveries and deductions under this provision shall constitute an adjustment of the Contract price to reflect actual performance and shall not be deemed a penalty.

The Contractor shall remain fully responsible for the performance, supervision, and conduct of all employees, subcontractors, temporary personnel, and contract labor utilized in the performance of this Contract.

Repeated failure to correct deficiencies in a timely manner may be deemed a material breach of this Contract and may result in further remedies, including termination for default.

Reasonable time frames are defined as follows:

(a) Emergency service notification or attempted notification must be responded to within two (2) hours. No further notification will be given.

(b) Mainline and valve repairs must be completed within twelve (12) hours of notification.

(c) Broken or improperly operating irrigation heads shall be repaired or adjusted within one (1) working day of notification. No further notification will be given.

(d) Areas impacted and affected by health and safety issues shall immediately be barricaded to inform the public and City personnel of potential dangers in that area. Repairs must be completed within three (3) working days of notification. No further notification will be given.

(e) All other issues will receive written notification ("punch list") giving five (5) working days for completion. If the deficiency is not corrected within the required five (5) day period, any item which has not been corrected by the end of the five (5) day period may be completed by the City or by other contractual services and actual costs will be charged to the Contractor without further notification.

10.2 Inspection/Administration Cost Limitation

The inspection and administration costs shall require a maximum time of City staff of 23 hours per week. The cost of all time in excess of the 23-hour maximum incurred due to inadequate level of landscape maintenance and poor administrative preparation on the part of the Contractor shall be deducted from the monthly payment. The cost of the City labor shall be $40 per hour plus the cost of needed equipment. The City shall maintain an

accurate log of inspection and administrative time, which will be available for review by the Contractor.

11. GENERAL CONDITIONS

11.1 Notification Reports – The Contractor shall give the City notice seven (7) calendar days prior to any and all use of commercial and organic fertilizer(s), grass seed, soil amendment, pesticides, or other chemicals. The contractor shall submit a report indicating, for those specialty type maintenance operations to be completed, the quantity and a complete description of any and all commercial and organic fertilizer, and soil amendments to be used.

11.2 Contractor's Liability – All damages that, in the City's opinion, are due to the Contractor's operation, shall be repaired at the Contractor's expense and completed in accordance with the following maintenance practices:

(a) Trees – Minor damage such as bark lost from the impact of mowing equipment or string trimmer shall be remedied by an arborist. If damage results in the loss of a tree, the damaged tree shall be removed and replaced according to the specific instructions of the City.

(b) Shrubs – Minor damage may be corrected by appropriate pruning. Major damage shall be corrected by the removal and replacement of the damaged shrub.

(c) Chemicals – All damage resulting from chemical operations, either spray-drift or lateral leaching, shall be corrected in accordance with the aforementioned maintenance practices, and the soil shall be conditioned to ensure its ability to support plant life. The Contractor shall comply with all state and federal labeling and application requirements applicable to pesticides, fungicides, pest control chemicals, or any other types of hazardous chemicals used by the contractor, and shall defend and hold the City harmless from any damages, fines, or penalties arising from such use or misuse.

11.3 Contractor is required to maintain an office and provide the telephone service so that all calls from the City have no toll charge. If a telephone answering service is utilized, the answering service shall be capable of contacting the contractor by radio or pager. The contractor is further required to provide the City with a 24-hour emergency number for contact outside normal working hours. The response to an emergency call-out by the contractor shall not be more than two (2) hours.

11.4 Safety – The contractor agrees to perform all work outlined in these specifications in such a manner as to meet all accepted standards for safe practices during maintenance operations and to safely maintain and operate all equipment, machines, and materials related to the work; and is solely responsible for complying at all times with all local, County, State, Federal, or other legal requirements including, but not limited to California Department of Food and Agriculture, O.S.H.A. Orders, Department of Transportation Drug and Alcohol testing provisions, Caltrans Traffic Control Manuals, and APWA Traffic Control Handbook, so as to protect all persons, including Contractor's employees, agents of the City, vendors, members of the public and others from foreseeable injury to themselves or damage to their property. Furthermore, as necessary, the contractor must contact Underground Service Alert (Dig Alert) before excavating a location, as necessary.

The contractor shall inspect all hazards and potential hazards in maintained areas and keep a log indicating the date inspected and action taken. All employees working within the roadway right-of-way shall wear reflective safety vests.

11.5 It shall be the Contractor's responsibility to inspect and identify any practices and conditions that render any portion of the maintained areas unsafe. The City shall be notified immediately of any unsafe condition that requires major correction. The contractor shall be responsible for making minor corrections including, but not limited to filling holes in turf areas, replacing valve box covers, and repairing irrigation systems so as to protect members of the public or others from injury. The contractor shall cooperate fully with City in the investigation of any accidental injury or death occurring in any of the maintained areas, including a complete written report thereof to the City within five calendar (5) days of the injury or death.

11.6 Pursuant to the work scheduled approved in advance by the City, hours of maintenance service may be conducted between 7:00 a.m. and 3:00 p.m. on those days maintenance is to be. The Contractor shall not impede traffic on major thoroughfares before 8:30 a.m. or after 2:30 p.m. without authorization from the City's Public Works Director, or assigned designee(s).

11.7 Eight (8) hours of labor shall constitute a legal day's work for all workers employed in the execution of this agreement and the contractor and any subcontractor shall comply with and be governed by the laws of the State of California having to do with working hours as set forth in Division 2, Part 7, Chapter 1, Article 3 of the Labor Code of the State of California as amended.

11.8 Maintenance Schedules – Within ten (10) business days after the effective date of the agreement, the Contractor shall submit a work schedule to the City for approval. When actual performance differs substantially from previously scheduled work, the contractor shall submit for approval, revised schedules within five (5) working days.

11.9 Contractor's Staff – The contractor shall provide sufficient personnel to perform all work in accordance with the specifications set forth herein. At no time shall the Contractor allow its crew, including subcontractors, to be diminished in size or labor hours so as to not effectively complete the assigned maintenance tasks. A qualified, English-speaking foreman in the employ of the contractor shall supervise all of the contractor's maintenance personnel. At least one (1) member of each crew working at each site shall be fluent in English.

11.10 If any person employed by the contractor or any subcontractor shall fail or refuse to carry out the directions of the City's Director of Public Works or designee, or is in the opinion of the City's Director of Public Works or designee, incompetent, intemperate, or disorderly; or uses threatening or abusive language to any person on the work site; or is otherwise unsatisfactory, he shall be discharged from the project immediately, and shall not again be employed on the work except with the written consent of the City's Director of Public Works or designee. The Contractor shall transfer or discharge any such person within a reasonable time following notice therefor from the City's Director of Public Works or designee and such person shall not be employed at any other area maintained by the Contractor for the City except with the written consent of the City's Director of Public

Works or designee.

11.11 Contractor shall require employees to wear appropriate clothing while working in the City. This shall include proper work shoes and other clothing and gear required by Federal and/or State Safety Regulations.

11.12 Contractor vehicles must be white and shall display a sign indicating Contractor's name and license number on both sides of all maintenance vehicles. The City shall approve signs. Contractor vehicles must be equipped with all proper warning lights, signage, and other equipment necessary to safely work in the City right-of-way.

11.13 Signs/Improvements – The Contractor shall not post advertising signs and banners within the maintenance areas. All contractor-owned traffic control and public safety signs used by the Contractor shall be kept "graffiti free" at all times.

11.14 Contractor shall remove and dispose all unauthorized signs and advertising within the maintenance areas.

11.15 Utilities – City shall pay for the maintenance-related water and electrical utilities.

11.16 Storage Facilities – City shall not provide any storage facilities for the Contractor.

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

A. As described in Section I above.

B. As requested by the 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.

QUADRANT A

NO	Location	From	To	Approx. Length (Miles)	Total Area (Sq Ft)
1A	Main St. North Medians	Alondra Blvd	Del Amo Blvd	2	33800
2A	Avalon Blvd. North Medians	Del Amo Blvd	Alondra Blvd	2.63	292032
3A	Figueroa St. North Medians	Victoria St	Del Amo	2.03	79624
4A	Albertoni Median	Figueroa St	Broadway	0.116	6148
5A	Central Ave. Medians	91 Fwy	Del Amo Blvd	1.7	59741
6A	Victoria St. Medians	Figueroa St	Central Ave	1.224	55483
7A	University Dr. Medians	Avalon Blvd	Wilmington Ave	0.8174	39682
8A	Wilmington Ave. Medians	Victoria St	Del Amo Blvd	0.64	31450
9A	Walnut St. Medians	Avalon Blvd	Billings Dr	0.34	18030
10A	Del Amo Blvd. Medians	Wilmington Ave	Figueroa St	2.75	135212
11A	Parkways on Del Amo Blvd (North side of St.)	Tilman	East side of Del Amo Park (where Park begins)	To be accessed by contractor	To be accessed by contractor
12A	Parkways on Victoria St	Mettler Ave	Cairo Ave	To be accessed by contractor	To be accessed by contractor

PROJECT MAP

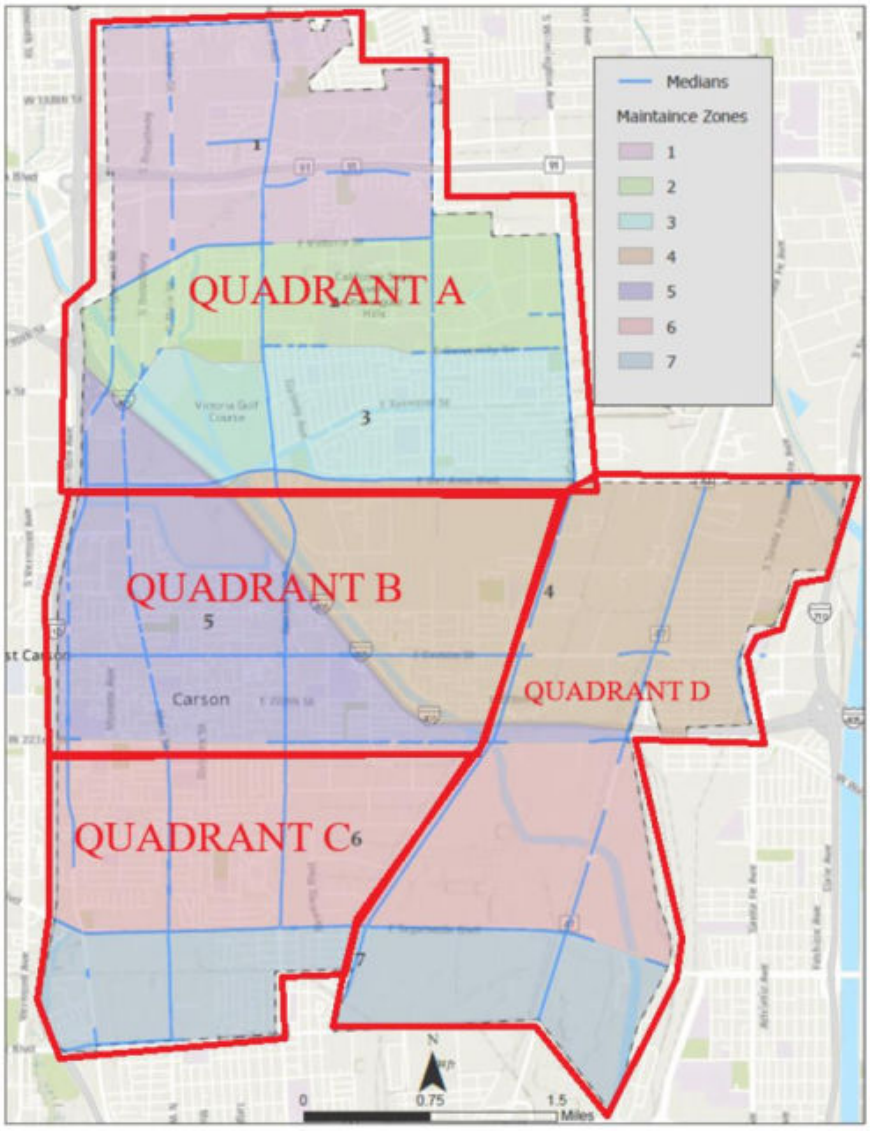

Medians
Maintaince Zones
1
2
3
4
5
6
7
QUADRANT A
QUADRANT B
QUADRANT C
QUADRANT D
Carson
Victoria Golf Course
N
0
0.75
1.5
Miles

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

[not applicable]

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. Consultant shall perform the Services described in Exhibit A at Quadrant A at the following annual rates:

NO	Location	From	To	Monthly Price	Annual Price
1A	Main St. North Medians	Alondra Blvd	Del Amo Blvd	$ 1,270.00	$ 15,240.00
2A	Avalon Blvd. North Medians	Del Amo Blvd	Alondra Blvd	$ 2,190.00	$ 26,280.00
3A	Figueroa St. North Medians	Victoria St	Del Amo	$ 1,195.00	$ 14,340.00
4A	Albertoni Median	Figueroa St	Broadway	$ 310.00	$ 3,720.00
5A	Central Ave. Medians	91 Fwy	Del Amo Blvd	$ 1,050.00	$ 12,600.00
6A	Victoria St. Medians	Figueroa St	Central Ave	$ 995.00	$ 11,940.00
7A	University Dr. Medians	Avalon Blvd	Wilmington Ave	$ 795.00	$ 9,540.00
8A	Wilmington Ave. Medians	Victoria St	Del Amo Blvd	$ 600.00	$ 7,200.00
9A	Walnut St. Medians	Avalon Blvd	Billings Dr	$ 630.00	$ 7,560.00
10A	Del Amo Blvd. Medians	Wilmington Ave	Figueroa St	$ 1,020.00	$ 12,240.00
11A	Parkways on Del Amo Blvd (North side of St.)	Tilman	East side of Del Amo Park (where Park begins)	$ 1,680.00	$ 20,160.00
12A	Parkways on Victoria St	Mettler Ave	Cairo Ave	$ 1,260.00	$ 15,120.00
			TOTAL ROW 1A-12A	$ 12,995.00	$ 155,940.00

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

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

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

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

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

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

IV. The total compensation for the Services shall not exceed $779,700.00 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

HOURLY RATES

PRICE SCHEDULE - EXTRA WORK ·

LABOR:	COST PER HOUR
Foreman/Crew Leader	$ 45.00
Holidays and Weekends	$ 67.50
Worker/Labor	$ 35.00
Holidays and Weekends	$ 52.50
Irrigation Specialist	$ 65.00
Holidays and Weekends	$ 97.50
Additional employee classification	$ N/A
Holidays and Weekends	$ N/A
LABOR – PLANTING PER CONTAINER:	**COST PER UNIT**
Flat	$ 125.00
1- Gallon	$ 30.00
5-Gallon	$ 90.00
15-Gallon	$ 275.00
24" Box	$ 900.00
EQUIPMENT:	**COST PER HOUR**
Pickup Truck	$ 350.00
Flatbed Truck	$ 350.00
5 Yard Dump Truck	$ 400.00
Trencher	$ 650.00
Mini Excavator	$ 750.00
PRICE SCHEDULE – INSTALLATION OF NEW IRRGATION	
Drip irrigation (per ln. ft)	$ 2.75
Sch 40 ¾" PVC (per ln. ft)	$ 5.50
Sch 40 1" PVC (per ln. ft)	$ 6.50
Sch 80 ¾" PVC (per ln. ft.)	$ 7.25
Sch 80 1" PVC (per ln. ft)	$ 8.50
PRICE SCHEDULE - NEWLY DEVELOPED AREAS	
Maintenance of additional landscape in medians (per sq. ft.)	$ 0.35

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

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

Minimum Frequency Schedule

Center Medians, Service Medians, and Adjacent Treewells		
Service	**Description of Service**	**Frequency**
Litter Control	litter pickup	weekly
	hardscape cleaning	weekly
Turf	mowing	weekly
	edging, blowing off hardscape, string trimming, hand blowing	weekly, following mowing on the same day
Aeration	aeration	annual
Reseeding	reseeding	as requested
Dethatch	dethatch	annual
Ground Cover	renovation/trimming/edging	weekly
	cultivation	weekly
	hand watering	as required
	weeding	weekly
Fertilization	ground cover, shrubs, and turf	bi-annual
Shrubs/Plants	pruning	as needed
	cultivation/mulching	weekly
Tree Maintenance	removal of suckers	weekly
	raise for clearance	as needed
Weed, Disease and Pest Control	weed and pest removal/control	weekly
	weeds - sidewalks, curbs, gutters and tree wells	weekly
	broad leaf weed spraying	bi-annual
	hard surface areas	weekly
Irrigation	irrigation - check schedule and inspect time clocks including sprinkler heads	weekly
	inspect coverage and valves, backflows/meters	following mowing
	hand watering	as required
	irrigation repairs	as required, to be completed with 24 hours

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

EXHIBIT E

PERFORMANCE BOND

We, JAS Landscape 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 **Seven Hundred Seventy Nine Thousand Seven Hundred U.S. Dollars and Zero Cents ($779,700.00)**. 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.

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF CARSON

and

EMTS, INC. DBA ELITE MAINTENANCE & TREE SERVICE

AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF CARSON AND
EMTS, INC. DBA ELITE MAINTENANCE & TREE SERVICE

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this ____ day of _____, 2026 by and between the CITY OF CARSON, a California municipal corporation ("City") and EMTS, INC., a California corporation DBA ELITE MAINTENANCE & TREE SERVICE ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

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

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

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

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

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

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

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

1.2 Consultant's Proposal.

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

1.3 Compliance with Law.

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

1.4 Licenses, Permits, Fees and Assessments.

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

1.5 Familiarity with Work.

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

1.6 Care of Work.

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

1.7 Further Responsibilities of Parties.

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

1.8 Additional Services.

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

1.9 Special Requirements.

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

1.10 Compliance with Labor and Wage Laws.

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **Five Hundred Eighty Six Thousand Thirty Three Dollars and Eighty Cents ($586,033.80)** (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

2.2 Method of Compensation.

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

2.3 Reimbursable Expenses.

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

2.4 Invoices.

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

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

2.5 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 Schedule of Performance.

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

3.3 Force Majeure.

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

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding five (5) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

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

Darin Sherlock	Vice President
(Name)	(Title)
(Name)	(Title)
(Name)	(Title)

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

4.2 Status of Consultant.

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

4.3 Contract Officer.

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

4.4 Independent Consultant.

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

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

4.5 Prohibition Against Subcontracting or Assignment.

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

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

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

(a) General Liability Insurance (Coverage Form ISO CGL CG 00 01 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than $2,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

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

(c) Automotive Insurance (Coverage Form ISO CA 00 01 including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than $1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

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

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

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

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

5.2 General Insurance Requirements.

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

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

No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

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

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

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

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

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

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in

connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

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

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

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

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

5.4 Performance Bond.

Concurrently with execution of this Agreement, Contractor shall deliver to the City the following bond if the Contract Sum should exceed $25,000:

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.

The bond shall be on the applicable form provided in **Exhibit "E"** attached hereto and made part hereof. The bond shall contain the original notarized signature of an authorized officer

of the surety and affixed thereto shall be a certified and current copy of his/her power of attorney. The bonds shall be unconditional and remain in force during the entire term of the Agreement.

5.5 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.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

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

6.2 Reports.

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

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

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

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

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

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

Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default.

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

7.3 Retention of Funds.

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

7.4 Waiver.

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

7.5 Rights and Remedies are Cumulative.

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

7.6 Legal Action.

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

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Agreement except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, Consultant may terminate this Agreement if and only if all of the following criteria are met: (i) City is in default under the terms of this Agreement; (ii) Consultant has given City 30 days' written notice (or longer, if circumstances warrant) of the default and the reasons for the default; and (iii) City has failed to cure the default within said cure period. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product

actually produced hereunder. In the event of City's termination without cause pursuant to this Section, the City need not provide the Consultant with the opportunity to cure pursuant to Section 7.2

7.8 Termination for Default of Consultant.

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

7.9 Attorneys' Fees.

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

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

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

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the

Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

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

8.4 Unauthorized Aliens.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

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

9.2 Interpretation.

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

9.3 Counterparts.

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

9.4 Integration; Amendment.

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

9.5 Severability.

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

9.6 Warranty & Representation of Non-Collusion.

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

payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials _____

9.7 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF CARSON, a municipal corporation

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
[pks; rjl]

CONSULTANT:

EMTS, INC., a California corporation DBA ELITE MAINTENANCE & TREE SERVICE

By:_____
Name:
Title:

By:_____
Name:
Title:
Address: 2972 Larkin Avenue
Clovis, CA 93612

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

EXHIBIT "A"
SCOPE OF SERVICES

I. Consultant will perform the following Median Landscape Maintenance and Management Services in Quadrant B (Project Map & Locations attached at the end of Exhibit A):

1.1 Contractor shall have the duty to mow, edge, trim, irrigate, aerate, overseed, fertilize and dethatch turf areas; prune, trim, and hedge planters and shrub areas designated hereunder; as well as to provide weed control, disease control, rodent pest control, litter, and debris removal, maintain and repair irrigation systems at service medians, center medians and may include adjacent tree wells, including the necessary maintenance of any associated structures and equipment as normal maintenance as specified. Maintenance frequencies shall be those as specified.

1.2 Contractor shall not work or perform any operation, particularly during periods of inclement weather, which may destroy or damage vegetation, ground cover, or turf areas. The City's Director of Public Works or designee shall have the authority to suspend the work, wholly or in part, for such period as may be deemed necessary, due to unsuitable weather or other conditions considered unfavorable for the suitable performance of the work. Any mowing missed due to inclement weather and not rescheduled shall be deducted from the monthly billing statement.

1.3 Contractor shall be required to assign a designated English-speaking foreman. This individual will be the contact person for this project and must be available to respond to inquiries, walkthroughs, and inspections of the project as required. The Contractor's designated foreman shall be on site for a minimum of fifteen (15) hours per week. At least one member of any maintenance crew at each maintenance area shall be able to read and speak English fluently. All Contractors' personnel shall wear and maintain presentable company uniform complete with a nametag and high visibility safety vest. Contractor shall require employees to wear the appropriate shoes, uniform, and other personal protective equipment required by OSHA and CAL OSHA regulations.

1.4 Contractor shall be available twenty-four (24) hours a day, seven (7) days a week to respond to all emergencies within two (2) hours of notification or attempted notification. If the Contractor cannot be notified or does not respond promptly, the City will respond, and all costs will be charged to the Contractor. If the Contractor fails to respond on three (3) separate occasions, the Contractor will be subject to a $250.00 deduction from monthly invoice in addition to any City charges.

1.5 During daylight hours, Contractor's designated foreman shall perform a weekly maintenance inspection of all areas within the maintenance areas. Such inspection shall be both visual and operational and shall include the operation of all irrigation or other mechanical systems to check for proper condition and reliability.

1.6 Contractor's designated foreman shall prepare and submit to the City's Public Works Director, or assigned designee(s), both a daily project report, and a weekly project report. The daily project report shall include work performed for the day, and staff name performing the work. The weekly report shall indicate the overall condition of the maintenance areas and shall list specifically any unusual or problem areas/situations. The report shall also include action to be taken by the contractor to rectify the said situation and indicate the anticipated time frame for compliance.

1.7 Contractor shall schedule its operations so as not to interfere with the public's use of the maintenance areas. Contractor shall conduct its operations to provide the maximum safety for the public and to offer the least possible obstruction and inconvenience to the public, or disruption to the peace and quiet of the area around which the services are performed.

2. AREA TO BE MANAGED

2.1 Contractor shall maintain irrigation systems at service medians, center medians, and adjacent tree wells, only.

2.2 Contractor hereby acknowledges that before submitting a proposal, Contractor has visited all existing areas to be maintained, verified the approximate size of the medians, noted for each location the proposed work, and is fully informed as to all conditions that may affect the work specified. Contractor shall not be relieved of liability under this Agreement, nor the City be held liable, for any loss sustained by the Contractor, as a result of any variance between conditions as referred to in this Project Scope and Specifications and the actual conditions revealed during the examination of the locations of the proposed work.

3. TURF CARE

The Contractor shall perform, at their sole expense, the following services:

(a) Mowing – Turf to be mowed with an adequately sharpened power mower to ensure a smooth surface appearance without scalping. The contractor shall comply with all state, county, and/or local regulations regarding powered mowers, alternative fuel mowers, and equipment. All turf grasses are to be cut so that no more than one-third of the height of the grass blade is removed during anyone mowing operation. Recycling mowers may only be used upon approval of the City's Public Works Director or assigned designee(s). The mowing heights will be adjusted according to the needs of the City or during periods of renovation. A mowing schedule will be established and maintained. This schedule will ensure that all areas will, at a minimum, be mowed once a week. All mowing missed and not completed within three (3) working days, shall be deducted from the monthly billing statement. Costs will be calculated at a rate of 25% of the total monthly maintenance costs as listed in the Proposal Schedule for subject medians. Clippings are to be removed concurrently with each mowing.

(b) Edging – The edge of the grass along sidewalks, curbs, shrubs, flowerbeds, and walls shall be trimmed to a neat and uniform line. Where trees exist in turf areas, all grass shall be removed six (6) inches from the tree trunks by approved chemicals or by hand as required. Mulch may be applied to the base of tree trunks to reduce weed growth (mulch will be supplied by the City). Weed eaters/string trimmers may not be used to clear turf around tree trunks. The Contractor shall trim around all sprinkler heads as necessary in order to provide maximum water coverage. Edging shall be done concurrently with each mowing. The edge of the turf shall be trimmed around valve boxes, meter boxes, backflow devices, or any structures located within the turf areas using mechanical methods. Turf edges are to be maintained to prevent grass invasion into adjacent shrub, flower, and ground cover bed areas. After mowing and edging is completed, all adjacent walkways are to be cleaned.

(c) Fertilization – A fertilization schedule will be established and maintained. This schedule will provide that fertilization of turf areas occurs as often as necessary to maintain the turf in vigorous healthy condition. The minimum frequency of fertilization is included in the "Minimum Frequency Schedule,"". The schedule along with specific nutrient recommendations will be submitted to the City for approval prior to application. Fertilization to be provided for all medians.

(d) Aeration – An aeration schedule will be established and maintained. This schedule will provide that aeration of turf areas occurs annually by removing ½-inch diameter by 4-inch deep cores of sod, with an aerator at not more than 6-inch spacing. The schedule will be submitted to the City for approval prior to application

(e) Dethatch –Dethatching of turf areas shall be performed on annual basis. All thatching debris shall be removed offsite or pulverized, at the end of the Contractor's operation or at the end of the workday, whichever occurs first. The City shall determine and approve the extent of thatch removal.

(f) Seasonal Overseeding – All turf areas shall be annually reseeded to re-establish turf to an acceptable condition as specified in the Minimum Frequency Schedule. At the City's request, all bare and/or sparse turf areas shall be overseeded throughout the term of the contract. All areas to be reseeded shall be verticut to remove all thatch and to provide a rough seedbed suitable for seeding. Once the seed has been applied, the seed will be covered with finish mulch to prevent erosion. Mulch for seed topping shall be nitrolized wood shavings such as Kellogg's Topper or equivalent. All mulch must be approved by City prior to application.

(g) Weed Control – Turf areas shall be maintained in a weed-free condition. Chemical control for broadleaf weeds shall be applied on an as-needed basis to maintain weed-free conditions. All personnel applying these chemicals shall be properly licensed, certified, and trained in accordance with the California Department of Pesticide Regulations (DPR) and any other applicable Federal, State, and County regulations in effect at the time of application. All personnel applying these chemicals must hold an active Qualified Applicator License issued by DPR.

(h) Insect/Pest Control – Turf shall be maintained free of diseases, insects, rodents, and pests. Infested areas shall be treated when neededas detailed I the Project Scope and Specifications. All personnel applying these chemicals shall be properly licensed, certified, and trained in

accordance with the California Department of Pesticide Regulations (DPR) and any other applicable Federal, State, and County regulations in effect at the time of application. All personnel applying these chemicals must hold an active Qualified Applicator License issued by DPR.

(i) Irrigation – The Contractor shall irrigate all landscaped areas at City medians as required to maintain adequate growth rate and appearance and in accordance with the schedule most conducive to maintaining a lush green appearance. Note: All irrigating shall be accomplished in accordance with any and all water conservation mandates imposed on the City by governing agencies and coordinated with the City's Director of Public Works or designee.

(j) Consideration shall be given to the soil conditions, seasonal temperatures, wind conditions, humidity, minimizing of runoff, and the relationship of conditions, which affect day and night watering. This may include daytime watering during winter weather to prevent icy conditions and manual operation of the irrigation system during periods of prolonged heat. During freezing, rain, and/or windy conditions, automatic irrigation will be discontinued at the direction of the City's Director of Public Works or designee.

(k) In areas where wind creates problems of spraying water onto private property or road rights-of-way, the controllers shall be set to operate during the period of lowest wind velocity which would normally occur between the hours of 10:00 p.m. and 6:00 a.m.

(l) Contractor shall monitor all systems within the scope and for the correction of coverage, sprinkler adjustment, sprinkler height adjustment, clogging of lines and sprinkler valves, and removal of obstacles, including plant materials, which obstruct the spray pattern.

(m) Complete irrigation system checks as outlined in the Minimum Frequency Schedule or more often if necessary and adjust and repair any sprinkler heads causing excessive runoff, or which throw directly onto paving or walks.

(n) Adjust all controllers on a weekly basis considering the water requirements of each remote control valve.

(o) Control the irrigation system in such a way as not to cause an excessively wet area which may interfere with the Contractor's ability to maintain all the flora, or excess water crossing over sidewalks or flooding into the public right-of-way.

(p) Observe and note any deficiencies occurring from the original system design and review these findings with the City so necessary improvements may be considered.

(q) Repair all leaking or defective valves or irrigation system parts immediately upon occurrence, or within twenty-four (24) hours following notification from the City of such a deficiency. The Contractor shall be responsible for maintaining or repairing backflow prevention devices.

(r) File a monthly executive summary with the City certifying that all irrigation system components at City medians are functioning properly.

4. **SHRUB, GROUND COVER, AND TREE WELL CARE**

(a) Pruning – Prune shrubbery during the term of the contract to encourage healthy growth habits and for shape and appearance. All shrubs shall, at all times, be free of dead wood, weak, diseased, insect-infested, and damaged limbs, and shall remove all clippings the same day shrubbery is pruned to the green waste disposal site. Pruning shall be done to maintain a well-groomed, laced-out appearance appropriate for plant size, species, and surroundings. Under no circumstances shall any shrubs be poodled or balled.

(b) Trimming –Restrict the growth of shrubbery and ground cover plants to areas behind curbs and walkways and within planter beds by trimming as necessary, or as requested by the City.

(c) Hedging –Hedge vines on block walls adjacent to service and center medians. Vines shall not be allowed to grow into private lots and topped eight inches (8") or one (1) cylinder block from the top.

(d) Renovation –Renovate ground cover plants according to prescribed practices in the industry, as needed to maintain a healthy, vigorous appearance and growth rate. This includes, but is not limited to, thinning and trimming to encourage growth or to achieve a more manicured appearance.

(e) Disease and Insect Control –Maintain all areas free of diseases and insects and treat infested areas when needed.

(f) Weed Control – All ground cover, shrub beds, side panels, and tree wells shall be kept weed free at all times. Methods for control may incorporate one or more of the following: (1) Hand removal, (2) Cultivation, (3) Chemical eradication (except in areas that rely on reseeding to maintain appearance). Weed whipping is not an acceptable alternative for weed control. Debris generated by weed control must be removed from the site each day to the green waste disposal site and disposed of in a proper, legal manner.

(g) Irrigation – Irrigate, including hand watering, to maintain adequate growth rate and appearance, and bleeding of valves in emergency situations where automatic systems are not functioning.

(h) Shrub and Ground Cover Replacement –Replace all damaged, untreated, diseased, or dead shrubs and ground cover plants with the same plant species of similar size. Substitutions for any plants must have prior approval in writing by the City. Original plans and specifications should be consulted to determine the correct identification of species. All shrubs shall be guaranteed to live and remain in healthy condition for no less than six (6) months from the date of acceptance by the City.

(i) The ground cover shall be maintained and replaced as needed so as to form a solid mat over the surface of the ground. Height shall not to exceed one-foot (1'). Weed eaters/string trimmers are appropriate to accomplish this task. Undesirable plant material or weeds shall be removed, as well as removal of desirable annual flora growth, after it has flowered and seeded (such as but

not limited to, Lupine), if necessary. All shrubs shall have a one-foot (1') clear area maintained around the plant edge at all times.

(j) Annual color beds and freestanding pots shall be maintained with appropriate seasonal flowers. The Contractor shall provide flowers and labor to both the annual color beds and freestanding pots. Flowers and labor will be considered regular maintenance and are not billable extras.

5. USE OF CHEMICALS

5.1 The Contractor shall perform the following services:

(a) Chemical Application - All personnel applying chemicals shall be properly licensed in the State of California, certified, and trained in accordance with applicable regulations in effect at the time of application.

(b) Permits – Permits, Recommendations, and Documentation –Provide the City with a copy of a Pest Control Recommendation written by a State of California licensed Pest Control Advisor. The Pest Control Recommendation shall include the specific areas, pests to be treated, and the pesticide to be used. All pesticides must be approved by the City prior to application. Also, a Pesticide Use Report shall be provided to the City within ten (10) calendar days of the end of each month that an application has taken place. The Pesticide Report shall include, but is not limited to the dates, specific location of application, pesticide used, pest treated, and amount of concentrate material used. The Contractor shall give the City notification on time, date, and location of where pesticide use is scheduled.

(c) Pest Control - The Contractor will be responsible for the eradication of all pests, including but not limited to gophers, ground squirrels, snails, earwigs, and other destructive insects to provide a healthy environment for plants and the public. Any eradication and/or disposal of pests must be performed in accordance with Federal, State, and County regulations in place at the time of eradication.

(d) Rodent Control - Whenever rodent holes are visible upon the surface, the Contractor shall fill and securely tamp said holes to avoid moisture runoff entering the holes.

6. **GENERAL CLEAN-UP**

6.1 The Contractor shall also perform the following services:

(a) Trash Removal –Remove all trash and litter from all maintained areas, as indicated and specified in the "Minimum Frequency Schedule." All trash generated, including green waste, shall be removed immediately by the Contractor at the Contractor's expense and offloaded to the proper disposal/recycling facility.

(b) Curb and Gutter Maintenance – The Contractor shall remove all weeds and grass growing in and around curb and gutter areas.

(c) Drain Maintenance – All drains, culverts, and catch basins shall be free of siltation and debris at all times.

(d) Removal of Leaves – Accumulation of leaves shall be removed from all areas not less than once per week to the green waste disposal/recycling site.

(e) All organic waste must be disposed/recycled at a facility in compliance with State and County organic waste diversion guidelines and mandates.

7. IRRIGATION SYSTEM SERVICE OR REPAIR

All irrigation systems designated in this contract shall be repaired and maintained by the Contractor in the following manner:

(a) Scope of Responsibility – The Contractor shall maintain, troubleshoot, repair, replace, and keep operable all irrigation equipment components including but not limited to, sprinkler heads, drip irrigation parts, valve repairs, backflow devices, lateral line repair, quick couplers, risers, and automatic controller batteries. This paragraph does not require the Contractor to make a complete piping replacement of the system or to make major renovations/repairs to the existing irrigation systems.

(b) Replacement Requirements – Replacement will be with original materials or substitutes approved in writing prior to installation by the City.

(c) Extent of Responsibility –Perform minor maintenance and repairs to the irrigation system. Major repairs and replacements shall be handled as extra work. Major repairs shall include mainline breaks, controller replacement, backflow device replacement and certification, and valve replacement. Contractor must provide copies of certifications for newly installed or replaced backflow devices to the City's Director of Public Works or designee. Minor repairs include but are not limited to: head adjustment and replacement; lateral line breaks and leaks; wire tracking; clock adjustment; diagnosis of irrigation system problems; and valve and solenoid repair. Verified by the supplier's invoice, contractor shall be reimbursed for all parts used in the repair of the irrigation systems at cost. The Contractor shall be responsible at all times for hand watering and bleeding of valves in emergency situations as required to sustain and prevent loss of turf, trees, plants, and ground cover when automatic systems are not functioning. The Contractor shall repair and replace automatic irrigation systems when they are not functioning. The replacement required by the Contractor shall be due to normal deterioration, wear and tear, or negligence upon the part of the Contractor. The Contractor may make necessary repairs and/or replacements to irrigation systems, which malfunction due to incidents of vandalism, acts of God, and third-party negligence.

8. MANAGEMENT OF SIDEWALKS, BARRICADES, SOUND WALLS, CENTER MEDIANS, SERVICE MEDIANS, BLOCK WALLS AND DRAINS

8.1 Sidewalks, and block walls– In maintained areas, the Contractor shall notify the City of any conditions that may affect the health and safety of the public.

(a) Contractor shall replace all sidewalks and roadways damaged by Contractor's negligence.

(b) Contractor shall not be responsible for the replacement of roadways or sidewalks worn due to normal deterioration.

(c) Contractor shall thoroughly clean all hard surface areas a minimum of once per week or more often, if necessary, to maintain in a clean, safe, condition.

9. EXTRAORDINARY REPAIRS

9.1 Any extraordinary incident such as vandalism, acts of God, and third-party negligence which has or will affect any maintenance area and is within the scope of Contractor's responsibilities, shall be documented by the Contractor by a phone call, photographs, and/or written statement, and documentation shall be given to the City within eight (8) hours of learning of same. The Contractor is not responsible for graffiti abatement but shall report graffiti to the City within two (2) hours of learning of same. The Contractor shall perform the above documentation upon discovery of extraordinary incidents.

9.2 The City may, at its discretion, when it learns of the need for extraordinary repairs, authorize the Contractor to perform necessary repairs and replacements in accordance with the following: Contractor shall submit a written estimate for the cost of performing such work to the City. The city may, upon review and approval of such estimate, authorize the Contractor to perform said work by the issuance of a written work order. Upon completion of the work, the Contractor shall submit a bill to City, and City shall reimburse the Contractor, but only up to the amount of the agreed-upon cost estimate. In the event Contractor's written estimate is not approved, the City reserves the right to contract with a third party to perform such work or to make the repairs using City staff. All parts used by the Contractor shall be reimbursed at the Contractor's direct cost. Notwithstanding the above, when a condition exists wherein there is imminent danger of injury to the public or damage to property, the City may verbally authorize work to be performed upon receiving a verbal estimate from the Contractor. However, within twenty-four (24) hours after receiving a verbal authorization, the Contractor shall submit a written estimate to the City. The provisions of Paragraph 1.4 of this Scope of Work shall prevail under these circumstances.

10. INSPECTION

10.1 The Contractor shall:

(a) Perform a weekly maintenance inspection during daylight hours of all medians within the maintenance areas.

(b) Meet on-site with an authorized representative of the City on a monthly basis for a walk-through inspection. Said meeting shall be at the convenience of the City. The Contractor and City representative shall collectively agree and document the observations and findings as a result of the weekly walk-through inspection. The Contractor shall provide to the City a summary of the weekly walk-through prior to the next meeting date. Any corrective work required as a result of an inspection or any interim inspection by the City shall be accomplished to the satisfaction of the City as follows:

The City shall provide written notice to the Contractor identifying any deficiencies in performance ("Punch List"). The Contractor shall correct all identified deficiencies within the time period specified by the City. Such time periods shall be determined by the City in its reasonable discretion and shall reflect the nature and urgency of the deficiency; provided, however, that the City may require

immediate correction where necessary to address safety, operational, or service continuity concerns.

If the Contractor fails to correct any deficiency within the specified time period, or fails to perform in accordance with the requirements of this Contract, the City may, at its sole discretion, correct or complete the work by any means it deems appropriate, including but not limited to the use of City employees, third-party contractors, or other contract labor.

All costs incurred by the City in correcting or completing such work shall be recoverable from the Contractor and may be deducted from any amounts otherwise due or becoming due to the Contractor, or billed directly to the Contractor. Such costs shall include all direct and indirect expenses, including fully burdened labor costs (salary, benefits, overhead, and supervisory time), materials, equipment usage, and administrative expenses.

In addition, the Contractor shall be responsible for a thirty percent (30%) administrative fee to cover City overhead associated with procurement, supervision, coordination, and contract administration.

All cost recoveries and deductions under this provision shall constitute an adjustment of the Contract price to reflect actual performance and shall not be deemed a penalty.

The Contractor shall remain fully responsible for the performance, supervision, and conduct of all employees, subcontractors, temporary personnel, and contract labor utilized in the performance of this Contract.

Repeated failure to correct deficiencies in a timely manner may be deemed a material breach of this Contract and may result in further remedies, including termination for default.

Reasonable time frames are defined as follows:

(a) Emergency service notification or attempted notification must be responded to within two (2) hours. No further notification will be given.

(b) Mainline and valve repairs must be completed within twelve (12) hours of notification.

(c) Broken or improperly operating irrigation heads shall be repaired or adjusted within one (1) working day of notification. No further notification will be given.

(d) Areas impacted and affected by health and safety issues shall immediately be barricaded to inform the public and City personnel of potential dangers in that area. Repairs must be completed within three (3) working days of notification. No further notification will be given.

(e) All other issues will receive written notification ("punch list") giving five (5) working days for completion. If the deficiency is not corrected within the required five (5) day period, any item which has not been corrected by the end of the five (5) day period may be completed by the City or by other contractual services and actual costs will be charged to the Contractor without further notification.

10.2 Inspection/Administration Cost Limitation

The inspection and administration costs shall require a maximum time of City staff of 23 hours per week. The cost of all time in excess of the 23-hour maximum incurred due to inadequate level of landscape maintenance and poor administrative preparation on the part of the Contractor shall be deducted from the monthly payment. The cost of the City labor shall be $40 per hour plus the cost of needed equipment. The City shall maintain an

accurate log of inspection and administrative time, which will be available for review by the Contractor.

11. GENERAL CONDITIONS

11.1 Notification Reports – The Contractor shall give the City notice seven (7) calendar days prior to any and all use of commercial and organic fertilizer(s), grass seed, soil amendment, pesticides, or other chemicals. The contractor shall submit a report indicating, for those specialty type maintenance operations to be completed, the quantity and a complete description of any and all commercial and organic fertilizer, and soil amendments to be used.

11.2 Contractor's Liability – All damages that, in the City's opinion, are due to the Contractor's operation, shall be repaired at the Contractor's expense and completed in accordance with the following maintenance practices:

(a) Trees – Minor damage such as bark lost from the impact of mowing equipment or string trimmer shall be remedied by an arborist. If damage results in the loss of a tree, the damaged tree shall be removed and replaced according to the specific instructions of the City.

(b) Shrubs – Minor damage may be corrected by appropriate pruning. Major damage shall be corrected by the removal and replacement of the damaged shrub.

(c) Chemicals – All damage resulting from chemical operations, either spray-drift or lateral leaching, shall be corrected in accordance with the aforementioned maintenance practices, and the soil shall be conditioned to ensure its ability to support plant life. The Contractor shall comply with all state and federal labeling and application requirements applicable to pesticides, fungicides, pest control chemicals, or any other types of hazardous chemicals used by the contractor, and shall defend and hold the City harmless from any damages, fines, or penalties arising from such use or misuse.

11.3 Contractor is required to maintain an office and provide the telephone service so that all calls from the City have no toll charge. If a telephone answering service is utilized, the answering service shall be capable of contacting the contractor by radio or pager. The contractor is further required to provide the City with a 24-hour emergency number for contact outside normal working hours. The response to an emergency call-out by the contractor shall not be more than two (2) hours.

11.4 Safety – The contractor agrees to perform all work outlined in these specifications in such a manner as to meet all accepted standards for safe practices during maintenance operations and to safely maintain and operate all equipment, machines, and materials related to the work; and is solely responsible for complying at all times with all local, County, State, Federal, or other legal requirements including, but not limited to California Department of Food and Agriculture, O.S.H.A. Orders, Department of Transportation Drug and Alcohol testing provisions, Caltrans Traffic Control Manuals, and APWA Traffic Control Handbook, so as to protect all persons, including Contractor's employees, agents of the City, vendors, members of the public and others from foreseeable injury to themselves or damage to their property. Furthermore, as necessary, the contractor must contact Underground Service Alert (Dig Alert) before excavating a location, as necessary.

The contractor shall inspect all hazards and potential hazards in maintained areas and keep a log indicating the date inspected and action taken. All employees working within the roadway right-of-way shall wear reflective safety vests.

11.5 It shall be the Contractor's responsibility to inspect and identify any practices and conditions that render any portion of the maintained areas unsafe. The City shall be notified immediately of any unsafe condition that requires major correction. The contractor shall be responsible for making minor corrections including, but not limited to filling holes in turf areas, replacing valve box covers, and repairing irrigation systems so as to protect members of the public or others from injury. The contractor shall cooperate fully with City in the investigation of any accidental injury or death occurring in any of the maintained areas, including a complete written report thereof to the City within five calendar (5) days of the injury or death.

11.6 Pursuant to the work scheduled approved in advance by the City, hours of maintenance service may be conducted between 7:00 a.m. and 3:00 p.m. on those days maintenance is to be. The Contractor shall not impede traffic on major thoroughfares before 8:30 a.m. or after 2:30 p.m. without authorization from the City's Public Works Director, or assigned designee(s).

11.7 Eight (8) hours of labor shall constitute a legal day's work for all workers employed in the execution of this agreement and the contractor and any subcontractor shall comply with and be governed by the laws of the State of California having to do with working hours as set forth in Division 2, Part 7, Chapter 1, Article 3 of the Labor Code of the State of California as amended.

11.8 Maintenance Schedules – Within ten (10) business days after the effective date of the agreement, the Contractor shall submit a work schedule to the City for approval. When actual performance differs substantially from previously scheduled work, the contractor shall submit for approval, revised schedules within five (5) working days.

11.9 Contractor's Staff – The contractor shall provide sufficient personnel to perform all work in accordance with the specifications set forth herein. At no time shall the Contractor allow its crew, including subcontractors, to be diminished in size or labor hours so as to not effectively complete the assigned maintenance tasks. A qualified, English-speaking foreman in the employ of the contractor shall supervise all of the contractor's maintenance personnel. At least one (1) member of each crew working at each site shall be fluent in English.

11.10 If any person employed by the contractor or any subcontractor shall fail or refuse to carry out the directions of the City's Director of Public Works or designee, or is in the opinion of the City's Director of Public Works or designee, incompetent, intemperate, or disorderly; or uses threatening or abusive language to any person on the work site; or is otherwise unsatisfactory, he shall be discharged from the project immediately, and shall not again be employed on the work except with the written consent of the City's Director of Public Works or designee. The Contractor shall transfer or discharge any such person within a reasonable time following notice therefor from the City's Director of Public Works or designee and such person shall not be employed at any other area maintained by the Contractor for the City except with the written consent of the City's Director of Public

Works or designee.

11.11 Contractor shall require employees to wear appropriate clothing while working in the City. This shall include proper work shoes and other clothing and gear required by Federal and/or State Safety Regulations.

11.12 Contractor vehicles must be white and shall display a sign indicating Contractor's name and license number on both sides of all maintenance vehicles. The City shall approve signs. Contractor vehicles must be equipped with all proper warning lights, signage, and other equipment necessary to safely work in the City right-of-way.

11.13 Signs/Improvements – The Contractor shall not post advertising signs and banners within the maintenance areas. All contractor-owned traffic control and public safety signs used by the Contractor shall be kept "graffiti free" at all times.

11.14 Contractor shall remove and dispose all unauthorized signs and advertising within the maintenance areas.

11.15 Utilities – City shall pay for the maintenance-related water and electrical utilities.

11.16 Storage Facilities – City shall not provide any storage facilities for the Contractor.

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

A. As described in Section I above.

B. As requested by the 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. Consultant will utilize the following personnel to accomplish the Services:

A. Darin Sherlock, Regional Operations Manager

B. Luis Villarruel, Divisional Operations Manager

C. Diego Barrera, Branch Manager

D. Felix Ruiz, Account Supervisor

E. Two-Man Maintenance Crew

1. One Foreman

2. Three Laborers (160 hours/week)

F. One Irrigation Technician (40 hours/week)

G. One Spray Technician (24 hours/week)

H. Trained Branch Personnel (as needed)

QUADRANT B

NO	Location	From	To	Approx. Length (Miles)	Total Area (Sq Ft)
1B	Avalon Blvd. South Medians	223 rd Street	Del Amo Blvd	1.5	55602
2B	Figueroa St. South Medians	234th St.	Carson St.	1.1	47801
3B	Carson Street Medians & Pkwys.	Figueroa St	405 South	1.436	56039
4B	223rd St. Medians	Wilmington Ave	Avalon Blvd	0.863	30805
5B	Carson St. Medians	405 South	Wilmington Ave	0.75	33666
6B					
7B	Bitterlake Service Medians	Lysander Dr	Scudder CT	0.4218	58049
8B	Main St. Medians	Del Amo Blvd	223rd St	1025	33800
9B	Dominguez St. Medians	Avalon Blvd	Leapwood Ave	0.0527	5856
10B	Figueroa St. South Medians	Del Amo Blvd	223rd Street	1.1	47801
11B	Parkway/Easement 100ft West of 405 South (South of Carson St.)			To be accessed by contractor	To be accessed by contractor
12B	Embankment slope area (runs parallel to Carson St at North side of bridge)			To be accessed by contractor	To be accessed by contractor
13B	Embankment slope area just off Carson St & before bridge			To be accessed by contractor	To be accessed by contractor
14B	Service Median on 223rd St	Anchor Ave	Catskill Ave	To be accessed by contractor	To be accessed by contractor
15B	2 Parkways on 223rd St	Cluff St	Lucerne St	To be accessed by contractor	To be accessed by contractor

PROJECT MAP

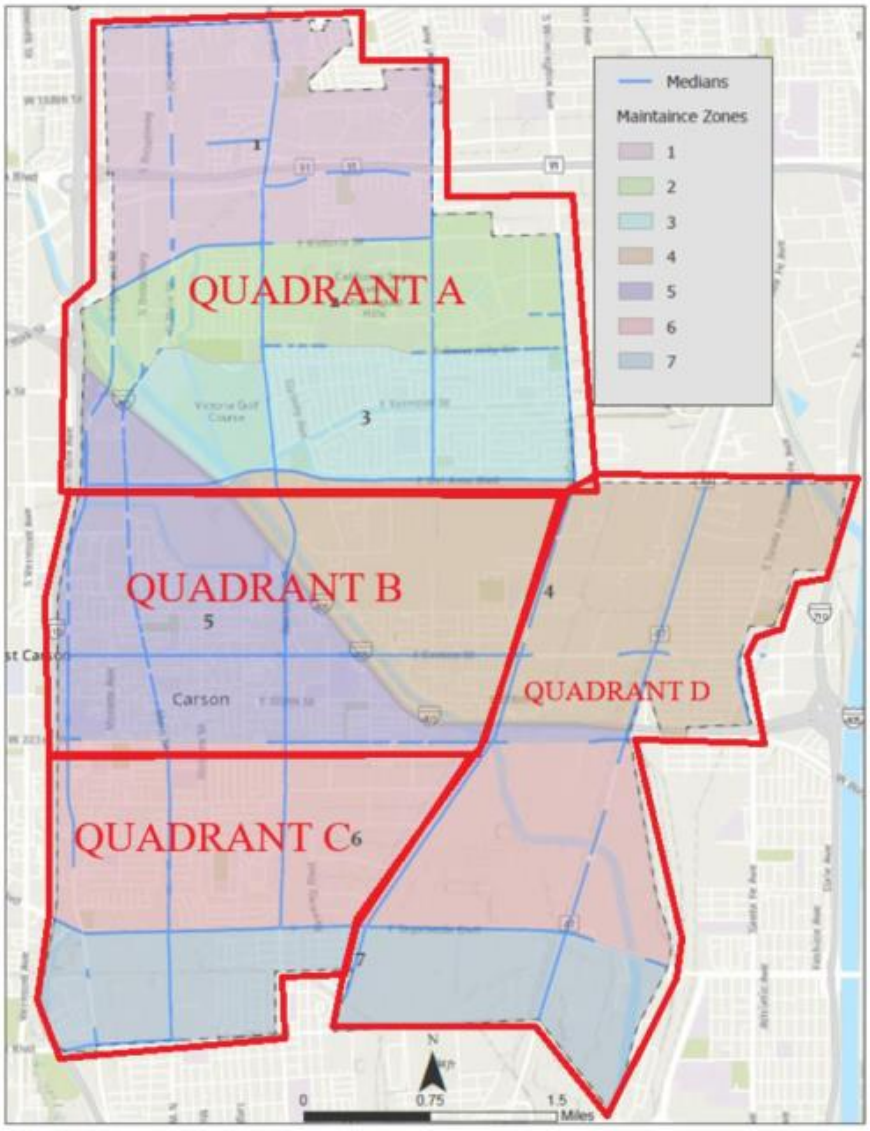

Medians
Maintaince Zones
1
2
3
4
5
6
7
QUADRANT A
QUADRANT B
QUADRANT C
QUADRANT D
Carson
0
0.75
1.5
Miles

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

[not applicable]

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. Consultant shall perform the Services described in Exhibit A at Quadrant B at the following annual rates:

BID SCHEDULE – QUADRANT B

NO	Location	From	To	Monthly Price	Annual Price
1B	Avalon Blvd. South Medians	223 rd Street	Del Amo Blvd	$ 1,254.24	$ 15,050.88
2B	Figueroa St. South Medians	234th St.	Carson St.	$ 1,078.37	$ 12,940.44
3B	Carson Street Medians & Pkwys.	Figueroa St	405 South	$ 1,264.04	$ 15,168.48
4B	223rd St. Medians	Wilmington Ave	Avalon Blvd	$ 695.02	$ 8,340.24
5B	Carson St. Medians	405 South	Wilmington Ave	$ 759.58	$ 9,114.96
6B	Bitterlake Service Medians	Lysander Dr	Scudder CT	$ 1,251.57	$ 15,018.84
7B	Main St. Medians	Del Amo Blvd	223rd St	$ 1,309.45	$ 15,713.40
8B	Dominguez St. Medians	Avalon Blvd	Leapwood Ave	$ 762.25	$ 9,147.00
9B	Figueroa St. South Medians	Del Amo Blvd	223rd Street	$ 132.24	$ 1,586.88
10B	Parkway/Easement 100ft West of 405 South (South of Carson St.)			$ 1,078.37	$ 12,940.44
11B	Embankment slope area (runs parallel to Carson St at North side of bridge)			$ 40.52	$ 486.24
12B	Embankment slope area just off Carson St & before bridge			$ 63.22	$ 758.64
13B	Service Median on 223rd St	Anchor Ave	Catskill Ave	$ 28.05	$ 336.60
14B	2 Parkways on 223rd St	Cluff St	Lucerne St	$ 50.31	$ 603.72
			TOTAL ROW 1B-14B	$ **9,767.23**	$ **117,206.76**

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

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

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

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

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

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

IV. The total compensation for the Services shall not exceed $586,033.80 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

HOURLY RATES

PRICE SCHEDULE - EXTRA WORK

LABOR:	COST PER HOUR
Foreman/Crew Leader	$ 55.00
Holidays and Weekends	$ 82.50
Worker/Labor	$ 45.00
Holidays and Weekends	$ 67.50
Irrigation Specialist	$ 65.00
Holidays and Weekends	$ 97.50
Additional employee classification	$ 75.00
Holidays and Weekends	$ 112.50
LABOR – PLANTING PER CONTAINER:	**COST PER UNIT**
Flat	$ 32.00
1-Gallon	$ 13.00
5-Gallon	$ 30.00
15-Gallon	$ 85.00
24" Box	$ 385.00
EQUIPMENT:	**COST PER HOUR**
Pickup Truck	$ 40.00
Flatbed Truck	$ 60.00
5 Yard Dump Truck	$ 90.00
Trencher	$ 75.00
Mini Excavator	$ 120.00

PRICE SCHEDULE – INSTALLATION OF NEW IRRGATION

Drip irrigation (per ln. ft)	$ 5.00
Sch 40 ¾" PVC (per ln. ft)	$ 10.00
Sch 40 1" PVC (per ln. ft)	$ 12.00
Sch 80 ¾" PVC (per ln. ft.)	$ 14.00
Sch 80 1" PVC (per ln. ft)	$ 16.00

PRICE SCHEDULE - NEWLY DEVELOPED AREAS

Maintenance of additional landscape in medians (per sq. ft.)	$ 0.03

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

I. Consultant shall perform all services timely in accordance with the following schedules:

Draft Schedule of Tasks and Deliverables

Phase	Timing	Deliverable
Kickoff / Mobilization	Week 1	Contacts, access, reporting, and final schedule.
Baseline Site Review	Weeks 1-2	Initial site condition log with photos.
Route Schedule Finalization	Weeks 1-2	Weekly, twice-monthly, monthly, and semiannual route calendar.
First Maintenance Cycle	Weeks 2-4	Service reports and issue log.
Irrigation Review	First 30 days	Irrigation repair/deficiency log.
Chemical Program	Quarterly	Application records and SDS documentation.
Routine Maintenance	Ongoing	Service reports, photos, and monthly summaries.
Weekly Monitoring	Weekly	Dumping, homeless activity, graffiti, fire hazard, and safety notes.

Minimum Frequency Schedule

Center Medians, Service Medians, and Adjacent Treewells		
Service	**Description of Service**	**Frequency**
Litter Control	litter pickup	weekly
	hardscape cleaning	weekly
Turf	mowing	weekly
	edging, blowing off hardscape, string trimming, hand blowing	weekly, following mowing on the same day
Aeration	aeration	annual
Reseeding	reseeding	as requested
Dethatch	dethatch	annual
Ground Cover	renovation/trimming/edging	weekly
	cultivation	weekly
	hand watering	as required
	weeding	weekly
Fertilization	ground cover, shrubs, and turf	bi-annual
Shrubs/Plants	pruning	as needed
	cultivation/mulching	weekly
Tree Maintenance	removal of suckers	weekly
	raise for clearance	as needed
Weed, Disease and Pest Control	weed and pest removal/control	weekly
	weeds - sidewalks, curbs, gutters and tree wells	weekly
	broad leaf weed spraying	bi-annual
	hard surface areas	weekly
Irrigation	irrigation - check schedule and inspect time clocks including sprinkler heads	weekly
	inspect coverage and valves, backflows/meters	following mowing
	hand watering	as required
	irrigation repairs	as required, to be completed with 24 hours

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

EXHIBIT E

PERFORMANCE BOND

We, EMTS, INC., a California corporation DBA Elite Maintenance & Tree Service, a California corporation, as Principal, and _____, as Surety, jointly and severally, firmly bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the City of Carson ("City") for payment of the penal sum of **Five Hundred Eighty Six Thousand Thirty Three U.S. Dollars and Eighty Cents ($586,033.80)**. 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.

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF CARSON

and

MARIPOSA LANDSCAPES, INC.

AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF CARSON AND
MARIPOSA LANDSCAPES, INC.

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this ____ day of _____, 2026 by and between the CITY OF CARSON, a California municipal corporation ("City") and MARIPOSA LANDSCAPES, INC., a California corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

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

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

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

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

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

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

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

1.2 Consultant's Proposal.

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

1.3 Compliance with Law.

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

1.4 Licenses, Permits, Fees and Assessments.

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

1.5 Familiarity with Work.

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

1.6 Care of Work.

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

1.7 Further Responsibilities of Parties.

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

1.8 Additional Services.

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

1.9 Special Requirements.

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

1.10 Compliance with Labor and Wage Laws.

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **Three Hundred Ninety Two Thousand Two Hundred Twenty Dollars and Zero Cents ($392,220.00)** (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

2.2 Method of Compensation.

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

2.3 Reimbursable Expenses.

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

2.4 Invoices.

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

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

2.5 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 Schedule of Performance.

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

3.3 Force Majeure.

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

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding five (5) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

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

Terry Noriega	President
(Name)	(Title)
_____	_____
(Name)	(Title)
_____	_____
(Name)	(Title)

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

4.2 Status of Consultant.

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

4.3 Contract Officer.

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

4.4 Independent Consultant.

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

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

4.5 Prohibition Against Subcontracting or Assignment.

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

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

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

(a) General Liability Insurance (Coverage Form ISO CGL CG 00 01 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than $2,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

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

(c) Automotive Insurance (Coverage Form ISO CA 00 01 including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than $1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

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

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

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

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

5.2 General Insurance Requirements.

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

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

No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

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

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

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

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

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

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in

connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

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

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

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

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

5.4 Performance Bond.

Concurrently with execution of this Agreement, Contractor shall deliver to the City the following bond if the Contract Sum should exceed $25,000:

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.

The bond shall be on the applicable form provided in **Exhibit "E"** attached hereto and made part hereof. The bond shall contain the original notarized signature of an authorized officer

of the surety and affixed thereto shall be a certified and current copy of his/her power of attorney. The bonds shall be unconditional and remain in force during the entire term of the Agreement.

5.5 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.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

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

6.2 Reports.

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

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

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

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

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

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

Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default.

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

7.3 Retention of Funds.

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

7.4 Waiver.

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

7.5 Rights and Remedies are Cumulative.

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

7.6 Legal Action.

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

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Agreement except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, Consultant may terminate this Agreement if and only if all of the following criteria are met: (i) City is in default under the terms of this Agreement; (ii) Consultant has given City 30 days' written notice (or longer, if circumstances warrant) of the default and the reasons for the default; and (iii) City has failed to cure the default within said cure period. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product

actually produced hereunder. In the event of City's termination without cause pursuant to this Section, the City need not provide the Consultant with the opportunity to cure pursuant to Section 7.2

7.8 Termination for Default of Consultant.

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

7.9 Attorneys' Fees.

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

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

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

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the

Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

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

8.4 Unauthorized Aliens.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

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

9.2 Interpretation.

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

9.3 Counterparts.

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

9.4 Integration; Amendment.

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

9.5 Severability.

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

9.6 Warranty & Representation of Non-Collusion.

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

payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials _____

9.7 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF CARSON, a municipal corporation

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
[pks; rjl]

CONSULTANT:

MARIPOSA LANDSCAPES, INC., a California corporation

By:_____
Name:
Title:

By:_____
Name:
Title:
Address: 6232 Santos Diaz St.
Irwindale, CA 91702

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

EXHIBIT "A"
SCOPE OF SERVICES

I. Consultant will perform the following Median Landscape Maintenance and Management Services in Quadrant C (Project Map & Locations attached at the end of Exhibit A):

1.1 Contractor shall have the duty to mow, edge, trim, irrigate, aerate, overseed, fertilize and dethatch turf areas; prune, trim, and hedge planters and shrub areas designated hereunder; as well as to provide weed control, disease control, rodent pest control, litter, and debris removal, maintain and repair irrigation systems at service medians, center medians and may include adjacent tree wells, including the necessary maintenance of any associated structures and equipment as normal maintenance as specified. Maintenance frequencies shall be those as specified.

1.2 Contractor shall not work or perform any operation, particularly during periods of inclement weather, which may destroy or damage vegetation, ground cover, or turf areas. The City's Director of Public Works or designee shall have the authority to suspend the work, wholly or in part, for such period as may be deemed necessary, due to unsuitable weather or other conditions considered unfavorable for the suitable performance of the work. Any mowing missed due to inclement weather and not rescheduled shall be deducted from the monthly billing statement.

1.3 Contractor shall be required to assign a designated English-speaking foreman. This individual will be the contact person for this project and must be available to respond to inquiries, walkthroughs, and inspections of the project as required. The Contractor's designated foreman shall be on site for a minimum of fifteen (15) hours per week. At least one member of any maintenance crew at each maintenance area shall be able to read and speak English fluently. All Contractors' personnel shall wear and maintain presentable company uniform complete with a nametag and high visibility safety vest. Contractor shall require employees to wear the appropriate shoes, uniform, and other personal protective equipment required by OSHA and CAL OSHA regulations.

1.4 Contractor shall be available twenty-four (24) hours a day, seven (7) days a week to respond to all emergencies within two (2) hours of notification or attempted notification. If the Contractor cannot be notified or does not respond promptly, the City will respond, and all costs will be charged to the Contractor. If the Contractor fails to respond on three (3) separate occasions, the Contractor will be subject to a $250.00 deduction from monthly invoice in addition to any City charges.

1.5 During daylight hours, Contractor's designated foreman shall perform a weekly maintenance inspection of all areas within the maintenance areas. Such inspection shall be both visual and operational and shall include the operation of all irrigation or other mechanical systems to check for proper condition and reliability.

1.6 Contractor's designated foreman shall prepare and submit to the City's Public Works Director, or assigned designee(s), both a daily project report, and a weekly project report. The daily project report shall include work performed for the day, and staff name performing the work. The weekly report shall indicate the overall condition of the maintenance areas and shall list specifically any unusual or problem areas/situations. The report shall also include action to be taken by the contractor to rectify the said situation and indicate the anticipated time frame for compliance.

1.7 Contractor shall schedule its operations so as not to interfere with the public's use of the maintenance areas. Contractor shall conduct its operations to provide the maximum safety for the public and to offer the least possible obstruction and inconvenience to the public, or disruption to the peace and quiet of the area around which the services are performed.

2. AREA TO BE MANAGED

2.1 Contractor shall maintain irrigation systems at service medians, center medians, and adjacent tree wells, only.

2.2 Contractor hereby acknowledges that before submitting a proposal, Contractor has visited all existing areas to be maintained, verified the approximate size of the medians, noted for each location the proposed work, and is fully informed as to all conditions that may affect the work specified. Contractor shall not be relieved of liability under this Agreement, nor the City be held liable, for any loss sustained by the Contractor, as a result of any variance between conditions as referred to in this Project Scope and Specifications and the actual conditions revealed during the examination of the locations of the proposed work.

3. TURF CARE

The Contractor shall perform, at their sole expense, the following services:

(a) Mowing – Turf to be mowed with an adequately sharpened power mower to ensure a smooth surface appearance without scalping. The contractor shall comply with all state, county, and/or local regulations regarding powered mowers, alternative fuel mowers, and equipment. All turf grasses are to be cut so that no more than one-third of the height of the grass blade is removed during anyone mowing operation. Recycling mowers may only be used upon approval of the City's Public Works Director or assigned designee(s). The mowing heights will be adjusted according to the needs of the City or during periods of renovation. A mowing schedule will be established and maintained. This schedule will ensure that all areas will, at a minimum, be mowed once a week. All mowing missed and not completed within three (3) working days, shall be deducted from the monthly billing statement. Costs will be calculated at a rate of 25% of the total monthly maintenance costs as listed in the Proposal Schedule for subject medians. Clippings are to be removed concurrently with each mowing.

(b) Edging – The edge of the grass along sidewalks, curbs, shrubs, flowerbeds, and walls shall be trimmed to a neat and uniform line. Where trees exist in turf areas, all grass shall be removed six (6) inches from the tree trunks by approved chemicals or by hand as required. Mulch may be applied to the base of tree trunks to reduce weed growth (mulch will be supplied by the City). Weed eaters/string trimmers may not be used to clear turf around tree trunks. The Contractor shall trim around all sprinkler heads as necessary in order to provide maximum water coverage. Edging shall be done concurrently with each mowing. The edge of the turf shall be trimmed around valve boxes, meter boxes, backflow devices, or any structures located within the turf areas using mechanical methods. Turf edges are to be maintained to prevent grass invasion into adjacent shrub, flower, and ground cover bed areas. After mowing and edging is completed, all adjacent walkways are to be cleaned.

(c) Fertilization – A fertilization schedule will be established and maintained. This schedule will provide that fertilization of turf areas occurs as often as necessary to maintain the turf in vigorous healthy condition. The minimum frequency of fertilization is included in the "Minimum Frequency Schedule,"". The schedule along with specific nutrient recommendations will be submitted to the City for approval prior to application. Fertilization to be provided for all medians.

(d) Aeration – An aeration schedule will be established and maintained. This schedule will provide that aeration of turf areas occurs annually by removing ½-inch diameter by 4-inch deep cores of sod, with an aerator at not more than 6-inch spacing. The schedule will be submitted to the City for approval prior to application

(e) Dethatch –Dethatching of turf areas shall be performed on annual basis. All thatching debris shall be removed offsite or pulverized, at the end of the Contractor's operation or at the end of the workday, whichever occurs first. The City shall determine and approve the extent of thatch removal.

(f) Seasonal Overseeding – All turf areas shall be annually reseeded to re-establish turf to an acceptable condition as specified in the Minimum Frequency Schedule. At the City's request, all bare and/or sparse turf areas shall be overseeded throughout the term of the contract. All areas to be reseeded shall be verticut to remove all thatch and to provide a rough seedbed suitable for seeding. Once the seed has been applied, the seed will be covered with finish mulch to prevent erosion. Mulch for seed topping shall be nitrolized wood shavings such as Kellogg's Topper or equivalent. All mulch must be approved by City prior to application.

(g) Weed Control – Turf areas shall be maintained in a weed-free condition. Chemical control for broadleaf weeds shall be applied on an as-needed basis to maintain weed-free conditions. All personnel applying these chemicals shall be properly licensed, certified, and trained in accordance with the California Department of Pesticide Regulations (DPR) and any other applicable Federal, State, and County regulations in effect at the time of application. All personnel applying these chemicals must hold an active Qualified Applicator License issued by DPR.

(h) Insect/Pest Control – Turf shall be maintained free of diseases, insects, rodents, and pests. Infested areas shall be treated when neededas detailed I the Project Scope and Specifications. All personnel applying these chemicals shall be properly licensed, certified, and trained in

accordance with the California Department of Pesticide Regulations (DPR) and any other applicable Federal, State, and County regulations in effect at the time of application. All personnel applying these chemicals must hold an active Qualified Applicator License issued by DPR.

(i) Irrigation – The Contractor shall irrigate all landscaped areas at City medians as required to maintain adequate growth rate and appearance and in accordance with the schedule most conducive to maintaining a lush green appearance. Note: All irrigating shall be accomplished in accordance with any and all water conservation mandates imposed on the City by governing agencies and coordinated with the City's Director of Public Works or designee.

(j) Consideration shall be given to the soil conditions, seasonal temperatures, wind conditions, humidity, minimizing of runoff, and the relationship of conditions, which affect day and night watering. This may include daytime watering during winter weather to prevent icy conditions and manual operation of the irrigation system during periods of prolonged heat. During freezing, rain, and/or windy conditions, automatic irrigation will be discontinued at the direction of the City's Director of Public Works or designee.

(k) In areas where wind creates problems of spraying water onto private property or road rights-of-way, the controllers shall be set to operate during the period of lowest wind velocity which would normally occur between the hours of 10:00 p.m. and 6:00 a.m.

(l) Contractor shall monitor all systems within the scope and for the correction of coverage, sprinkler adjustment, sprinkler height adjustment, clogging of lines and sprinkler valves, and removal of obstacles, including plant materials, which obstruct the spray pattern.

(m) Complete irrigation system checks as outlined in the Minimum Frequency Schedule or more often if necessary and adjust and repair any sprinkler heads causing excessive runoff, or which throw directly onto paving or walks.

(n) Adjust all controllers on a weekly basis considering the water requirements of each remote control valve.

(o) Control the irrigation system in such a way as not to cause an excessively wet area which may interfere with the Contractor's ability to maintain all the flora, or excess water crossing over sidewalks or flooding into the public right-of-way.

(p) Observe and note any deficiencies occurring from the original system design and review these findings with the City so necessary improvements may be considered.

(q) Repair all leaking or defective valves or irrigation system parts immediately upon occurrence, or within twenty-four (24) hours following notification from the City of such a deficiency. The Contractor shall be responsible for maintaining or repairing backflow prevention devices.

(r) File a monthly executive summary with the City certifying that all irrigation system components at City medians are functioning properly.

4. **SHRUB, GROUND COVER, AND TREE WELL CARE**

(a) Pruning – Prune shrubbery during the term of the contract to encourage healthy growth habits and for shape and appearance. All shrubs shall, at all times, be free of dead wood, weak, diseased, insect-infested, and damaged limbs, and shall remove all clippings the same day shrubbery is pruned to the green waste disposal site. Pruning shall be done to maintain a well-groomed, laced-out appearance appropriate for plant size, species, and surroundings. Under no circumstances shall any shrubs be poodled or balled.

(b) Trimming –Restrict the growth of shrubbery and ground cover plants to areas behind curbs and walkways and within planter beds by trimming as necessary, or as requested by the City.

(c) Hedging –Hedge vines on block walls adjacent to service and center medians. Vines shall not be allowed to grow into private lots and topped eight inches (8") or one (1) cylinder block from the top.

(d) Renovation –Renovate ground cover plants according to prescribed practices in the industry, as needed to maintain a healthy, vigorous appearance and growth rate. This includes, but is not limited to, thinning and trimming to encourage growth or to achieve a more manicured appearance.

(e) Disease and Insect Control –Maintain all areas free of diseases and insects and treat infested areas when needed.

(f) Weed Control – All ground cover, shrub beds, side panels, and tree wells shall be kept weed free at all times. Methods for control may incorporate one or more of the following: (1) Hand removal, (2) Cultivation, (3) Chemical eradication (except in areas that rely on reseeding to maintain appearance). Weed whipping is not an acceptable alternative for weed control. Debris generated by weed control must be removed from the site each day to the green waste disposal site and disposed of in a proper, legal manner.

(g) Irrigation – Irrigate, including hand watering, to maintain adequate growth rate and appearance, and bleeding of valves in emergency situations where automatic systems are not functioning.

(h) Shrub and Ground Cover Replacement –Replace all damaged, untreated, diseased, or dead shrubs and ground cover plants with the same plant species of similar size. Substitutions for any plants must have prior approval in writing by the City. Original plans and specifications should be consulted to determine the correct identification of species. All shrubs shall be guaranteed to live and remain in healthy condition for no less than six (6) months from the date of acceptance by the City.

(i) The ground cover shall be maintained and replaced as needed so as to form a solid mat over the surface of the ground. Height shall not to exceed one-foot (1'). Weed eaters/string trimmers are appropriate to accomplish this task. Undesirable plant material or weeds shall be removed, as well as removal of desirable annual flora growth, after it has flowered and seeded (such as but

not limited to, Lupine), if necessary. All shrubs shall have a one-foot (1') clear area maintained around the plant edge at all times.

(j) Annual color beds and freestanding pots shall be maintained with appropriate seasonal flowers. The Contractor shall provide flowers and labor to both the annual color beds and freestanding pots. Flowers and labor will be considered regular maintenance and are not billable extras.

5. USE OF CHEMICALS

5.1 The Contractor shall perform the following services:

(a) Chemical Application - All personnel applying chemicals shall be properly licensed in the State of California, certified, and trained in accordance with applicable regulations in effect at the time of application.

(b) Permits – Permits, Recommendations, and Documentation –Provide the City with a copy of a Pest Control Recommendation written by a State of California licensed Pest Control Advisor. The Pest Control Recommendation shall include the specific areas, pests to be treated, and the pesticide to be used. All pesticides must be approved by the City prior to application. Also, a Pesticide Use Report shall be provided to the City within ten (10) calendar days of the end of each month that an application has taken place. The Pesticide Report shall include, but is not limited to the dates, specific location of application, pesticide used, pest treated, and amount of concentrate material used. The Contractor shall give the City notification on time, date, and location of where pesticide use is scheduled.

(c) Pest Control - The Contractor will be responsible for the eradication of all pests, including but not limited to gophers, ground squirrels, snails, earwigs, and other destructive insects to provide a healthy environment for plants and the public. Any eradication and/or disposal of pests must be performed in accordance with Federal, State, and County regulations in place at the time of eradication.

(d) Rodent Control - Whenever rodent holes are visible upon the surface, the Contractor shall fill and securely tamp said holes to avoid moisture runoff entering the holes.

6. **GENERAL CLEAN-UP**

6.1 The Contractor shall also perform the following services:

(a) Trash Removal –Remove all trash and litter from all maintained areas, as indicated and specified in the "Minimum Frequency Schedule." All trash generated, including green waste, shall be removed immediately by the Contractor at the Contractor's expense and offloaded to the proper disposal/recycling facility.

(b) Curb and Gutter Maintenance – The Contractor shall remove all weeds and grass growing in and around curb and gutter areas.

(c) Drain Maintenance – All drains, culverts, and catch basins shall be free of siltation and debris at all times.

(d) Removal of Leaves – Accumulation of leaves shall be removed from all areas not less than once per week to the green waste disposal/recycling site.

(e) All organic waste must be disposed/recycled at a facility in compliance with State and County organic waste diversion guidelines and mandates.

7. IRRIGATION SYSTEM SERVICE OR REPAIR

All irrigation systems designated in this contract shall be repaired and maintained by the Contractor in the following manner:

(a) Scope of Responsibility – The Contractor shall maintain, troubleshoot, repair, replace, and keep operable all irrigation equipment components including but not limited to, sprinkler heads, drip irrigation parts, valve repairs, backflow devices, lateral line repair, quick couplers, risers, and automatic controller batteries. This paragraph does not require the Contractor to make a complete piping replacement of the system or to make major renovations/repairs to the existing irrigation systems.

(b) Replacement Requirements – Replacement will be with original materials or substitutes approved in writing prior to installation by the City.

(c) Extent of Responsibility –Perform minor maintenance and repairs to the irrigation system. Major repairs and replacements shall be handled as extra work. Major repairs shall include mainline breaks, controller replacement, backflow device replacement and certification, and valve replacement. Contractor must provide copies of certifications for newly installed or replaced backflow devices to the City's Director of Public Works or designee. Minor repairs include but are not limited to: head adjustment and replacement; lateral line breaks and leaks; wire tracking; clock adjustment; diagnosis of irrigation system problems; and valve and solenoid repair. Verified by the supplier's invoice, contractor shall be reimbursed for all parts used in the repair of the irrigation systems at cost. The Contractor shall be responsible at all times for hand watering and bleeding of valves in emergency situations as required to sustain and prevent loss of turf, trees, plants, and ground cover when automatic systems are not functioning. The Contractor shall repair and replace automatic irrigation systems when they are not functioning. The replacement required by the Contractor shall be due to normal deterioration, wear and tear, or negligence upon the part of the Contractor. The Contractor may make necessary repairs and/or replacements to irrigation systems, which malfunction due to incidents of vandalism, acts of God, and third-party negligence.

8. MANAGEMENT OF SIDEWALKS, BARRICADES, SOUND WALLS, CENTER MEDIANS, SERVICE MEDIANS, BLOCK WALLS AND DRAINS

8.1 Sidewalks, and block walls– In maintained areas, the Contractor shall notify the City of any conditions that may affect the health and safety of the public.

(a) Contractor shall replace all sidewalks and roadways damaged by Contractor's negligence.

(b) Contractor shall not be responsible for the replacement of roadways or sidewalks worn due to normal deterioration.

(c) Contractor shall thoroughly clean all hard surface areas a minimum of once per week or more often, if necessary, to maintain in a clean, safe, condition.

9. EXTRAORDINARY REPAIRS

9.1 Any extraordinary incident such as vandalism, acts of God, and third-party negligence which has or will affect any maintenance area and is within the scope of Contractor's responsibilities, shall be documented by the Contractor by a phone call, photographs, and/or written statement, and documentation shall be given to the City within eight (8) hours of learning of same. The Contractor is not responsible for graffiti abatement but shall report graffiti to the City within two (2) hours of learning of same. The Contractor shall perform the above documentation upon discovery of extraordinary incidents.

9.2 The City may, at its discretion, when it learns of the need for extraordinary repairs, authorize the Contractor to perform necessary repairs and replacements in accordance with the following: Contractor shall submit a written estimate for the cost of performing such work to the City. The city may, upon review and approval of such estimate, authorize the Contractor to perform said work by the issuance of a written work order. Upon completion of the work, the Contractor shall submit a bill to City, and City shall reimburse the Contractor, but only up to the amount of the agreed-upon cost estimate. In the event Contractor's written estimate is not approved, the City reserves the right to contract with a third party to perform such work or to make the repairs using City staff. All parts used by the Contractor shall be reimbursed at the Contractor's direct cost. Notwithstanding the above, when a condition exists wherein there is imminent danger of injury to the public or damage to property, the City may verbally authorize work to be performed upon receiving a verbal estimate from the Contractor. However, within twenty-four (24) hours after receiving a verbal authorization, the Contractor shall submit a written estimate to the City. The provisions of Paragraph 1.4 of this Scope of Work shall prevail under these circumstances.

10. INSPECTION

10.1 The Contractor shall:

(a) Perform a weekly maintenance inspection during daylight hours of all medians within the maintenance areas.

(b) Meet on-site with an authorized representative of the City on a monthly basis for a walk-through inspection. Said meeting shall be at the convenience of the City. The Contractor and City representative shall collectively agree and document the observations and findings as a result of the weekly walk-through inspection. The Contractor shall provide to the City a summary of the weekly walk-through prior to the next meeting date. Any corrective work required as a result of an inspection or any interim inspection by the City shall be accomplished to the satisfaction of the City as follows:

The City shall provide written notice to the Contractor identifying any deficiencies in performance ("Punch List"). The Contractor shall correct all identified deficiencies within the time period specified by the City. Such time periods shall be determined by the City in its reasonable discretion and shall reflect the nature and urgency of the deficiency; provided, however, that the City may require

immediate correction where necessary to address safety, operational, or service continuity concerns.

If the Contractor fails to correct any deficiency within the specified time period, or fails to perform in accordance with the requirements of this Contract, the City may, at its sole discretion, correct or complete the work by any means it deems appropriate, including but not limited to the use of City employees, third-party contractors, or other contract labor.

All costs incurred by the City in correcting or completing such work shall be recoverable from the Contractor and may be deducted from any amounts otherwise due or becoming due to the Contractor, or billed directly to the Contractor. Such costs shall include all direct and indirect expenses, including fully burdened labor costs (salary, benefits, overhead, and supervisory time), materials, equipment usage, and administrative expenses.

In addition, the Contractor shall be responsible for a thirty percent (30%) administrative fee to cover City overhead associated with procurement, supervision, coordination, and contract administration.

All cost recoveries and deductions under this provision shall constitute an adjustment of the Contract price to reflect actual performance and shall not be deemed a penalty.

The Contractor shall remain fully responsible for the performance, supervision, and conduct of all employees, subcontractors, temporary personnel, and contract labor utilized in the performance of this Contract.

Repeated failure to correct deficiencies in a timely manner may be deemed a material breach of this Contract and may result in further remedies, including termination for default.

Reasonable time frames are defined as follows:

(a) Emergency service notification or attempted notification must be responded to within two (2) hours. No further notification will be given.

(b) Mainline and valve repairs must be completed within twelve (12) hours of notification.

(c) Broken or improperly operating irrigation heads shall be repaired or adjusted within one (1) working day of notification. No further notification will be given.

(d) Areas impacted and affected by health and safety issues shall immediately be barricaded to inform the public and City personnel of potential dangers in that area. Repairs must be completed within three (3) working days of notification. No further notification will be given.

(e) All other issues will receive written notification ("punch list") giving five (5) working days for completion. If the deficiency is not corrected within the required five (5) day period, any item which has not been corrected by the end of the five (5) day period may be completed by the City or by other contractual services and actual costs will be charged to the Contractor without further notification.

10.2 Inspection/Administration Cost Limitation

The inspection and administration costs shall require a maximum time of City staff of 23 hours per week. The cost of all time in excess of the 23-hour maximum incurred due to inadequate level of landscape maintenance and poor administrative preparation on the part of the Contractor shall be deducted from the monthly payment. The cost of the City labor shall be $40 per hour plus the cost of needed equipment. The City shall maintain an

accurate log of inspection and administrative time, which will be available for review by the Contractor.

11. GENERAL CONDITIONS

11.1 Notification Reports – The Contractor shall give the City notice seven (7) calendar days prior to any and all use of commercial and organic fertilizer(s), grass seed, soil amendment, pesticides, or other chemicals. The contractor shall submit a report indicating, for those specialty type maintenance operations to be completed, the quantity and a complete description of any and all commercial and organic fertilizer, and soil amendments to be used.

11.2 Contractor's Liability – All damages that, in the City's opinion, are due to the Contractor's operation, shall be repaired at the Contractor's expense and completed in accordance with the following maintenance practices:

(a) Trees – Minor damage such as bark lost from the impact of mowing equipment or string trimmer shall be remedied by an arborist. If damage results in the loss of a tree, the damaged tree shall be removed and replaced according to the specific instructions of the City.

(b) Shrubs – Minor damage may be corrected by appropriate pruning. Major damage shall be corrected by the removal and replacement of the damaged shrub.

(c) Chemicals – All damage resulting from chemical operations, either spray-drift or lateral leaching, shall be corrected in accordance with the aforementioned maintenance practices, and the soil shall be conditioned to ensure its ability to support plant life. The Contractor shall comply with all state and federal labeling and application requirements applicable to pesticides, fungicides, pest control chemicals, or any other types of hazardous chemicals used by the contractor, and shall defend and hold the City harmless from any damages, fines, or penalties arising from such use or misuse.

11.3 Contractor is required to maintain an office and provide the telephone service so that all calls from the City have no toll charge. If a telephone answering service is utilized, the answering service shall be capable of contacting the contractor by radio or pager. The contractor is further required to provide the City with a 24-hour emergency number for contact outside normal working hours. The response to an emergency call-out by the contractor shall not be more than two (2) hours.

11.4 Safety – The contractor agrees to perform all work outlined in these specifications in such a manner as to meet all accepted standards for safe practices during maintenance operations and to safely maintain and operate all equipment, machines, and materials related to the work; and is solely responsible for complying at all times with all local, County, State, Federal, or other legal requirements including, but not limited to California Department of Food and Agriculture, O.S.H.A. Orders, Department of Transportation Drug and Alcohol testing provisions, Caltrans Traffic Control Manuals, and APWA Traffic Control Handbook, so as to protect all persons, including Contractor's employees, agents of the City, vendors, members of the public and others from foreseeable injury to themselves or damage to their property. Furthermore, as necessary, the contractor must contact Underground Service Alert (Dig Alert) before excavating a location, as necessary.

The contractor shall inspect all hazards and potential hazards in maintained areas and keep a log indicating the date inspected and action taken. All employees working within the roadway right-of-way shall wear reflective safety vests.

11.5 It shall be the Contractor's responsibility to inspect and identify any practices and conditions that render any portion of the maintained areas unsafe. The City shall be notified immediately of any unsafe condition that requires major correction. The contractor shall be responsible for making minor corrections including, but not limited to filling holes in turf areas, replacing valve box covers, and repairing irrigation systems so as to protect members of the public or others from injury. The contractor shall cooperate fully with City in the investigation of any accidental injury or death occurring in any of the maintained areas, including a complete written report thereof to the City within five calendar (5) days of the injury or death.

11.6 Pursuant to the work scheduled approved in advance by the City, hours of maintenance service may be conducted between 7:00 a.m. and 3:00 p.m. on those days maintenance is to be. The Contractor shall not impede traffic on major thoroughfares before 8:30 a.m. or after 2:30 p.m. without authorization from the City's Public Works Director, or assigned designee(s).

11.7 Eight (8) hours of labor shall constitute a legal day's work for all workers employed in the execution of this agreement and the contractor and any subcontractor shall comply with and be governed by the laws of the State of California having to do with working hours as set forth in Division 2, Part 7, Chapter 1, Article 3 of the Labor Code of the State of California as amended.

11.8 Maintenance Schedules – Within ten (10) business days after the effective date of the agreement, the Contractor shall submit a work schedule to the City for approval. When actual performance differs substantially from previously scheduled work, the contractor shall submit for approval, revised schedules within five (5) working days.

11.9 Contractor's Staff – The contractor shall provide sufficient personnel to perform all work in accordance with the specifications set forth herein. At no time shall the Contractor allow its crew, including subcontractors, to be diminished in size or labor hours so as to not effectively complete the assigned maintenance tasks. A qualified, English-speaking foreman in the employ of the contractor shall supervise all of the contractor's maintenance personnel. At least one (1) member of each crew working at each site shall be fluent in English.

11.10 If any person employed by the contractor or any subcontractor shall fail or refuse to carry out the directions of the City's Director of Public Works or designee, or is in the opinion of the City's Director of Public Works or designee, incompetent, intemperate, or disorderly; or uses threatening or abusive language to any person on the work site; or is otherwise unsatisfactory, he shall be discharged from the project immediately, and shall not again be employed on the work except with the written consent of the City's Director of Public Works or designee. The Contractor shall transfer or discharge any such person within a reasonable time following notice therefor from the City's Director of Public Works or designee and such person shall not be employed at any other area maintained by the Contractor for the City except with the written consent of the City's Director of Public

Works or designee.

11.11 Contractor shall require employees to wear appropriate clothing while working in the City. This shall include proper work shoes and other clothing and gear required by Federal and/or State Safety Regulations.

11.12 Contractor vehicles must be white and shall display a sign indicating Contractor's name and license number on both sides of all maintenance vehicles. The City shall approve signs. Contractor vehicles must be equipped with all proper warning lights, signage, and other equipment necessary to safely work in the City right-of-way.

11.13 Signs/Improvements – The Contractor shall not post advertising signs and banners within the maintenance areas. All contractor-owned traffic control and public safety signs used by the Contractor shall be kept "graffiti free" at all times.

11.14 Contractor shall remove and dispose all unauthorized signs and advertising within the maintenance areas.

11.15 Utilities – City shall pay for the maintenance-related water and electrical utilities.

11.16 Storage Facilities – City shall not provide any storage facilities for the Contractor.

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

A. As described in Section I above.

B. As requested by the 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.

QUADRANT C

NO	Location	From	To	Approx. Length (Miles)	Total Area (Sq Ft)
1C	Main St. South Medians	Lomita Blvd	223rd St	1.42	63906
2C	Sepulveda Blvd. Medians	110 Fwy	Wilmington Ave	1.57	78643
3C	Lomita Service Median	Fries Ave	Island Ave	0.07	4281
4C	Avalon Blvd. South Medians	223rd Street	Supelveda	1.2	44481
5C	Figueroa Service Medians	Carriagedale Dr	223th St Westside & Eastside	1.67	97756
6C	2 Parkways on Figueroa	234th St	234th St	To be accessed by contractor	To be accessed by contractor
7C	Dedication Mini-Park on Main St	223rd St	225th St	To be accessed by contractor	To be accessed by contractor
8C	Parkway Main St	228th St	235th St	To be accessed by contractor	To be accessed by contractor
9C	Parkway on Caroldale Ave at 235th St			To be accessed by contractor	To be accessed by contractor
10C	Parkway on Figueroa St.	230th St	Galavan St	To be accessed by contractor	To be accessed by contractor
11C	Parkway on Main St.	225th St	228th St	To be accessed by contractor	To be accessed by contractor
12C	Parkway Main St	228th St	235th St	To be accessed by contractor	To be accessed by contractor
13C	Parkway on Caroldale Ave at 235th St			To be accessed by contractor	To be accessed by contractor
14C	Parkway on Figueroa St.	230th St	Galavan St	To be accessed by contractor	To be accessed by contractor
15C	Parkway on Lomita Blvd	Island Ave	Fries Ave	To be accessed by contractor	To be accessed by contractor

PROJECT MAP

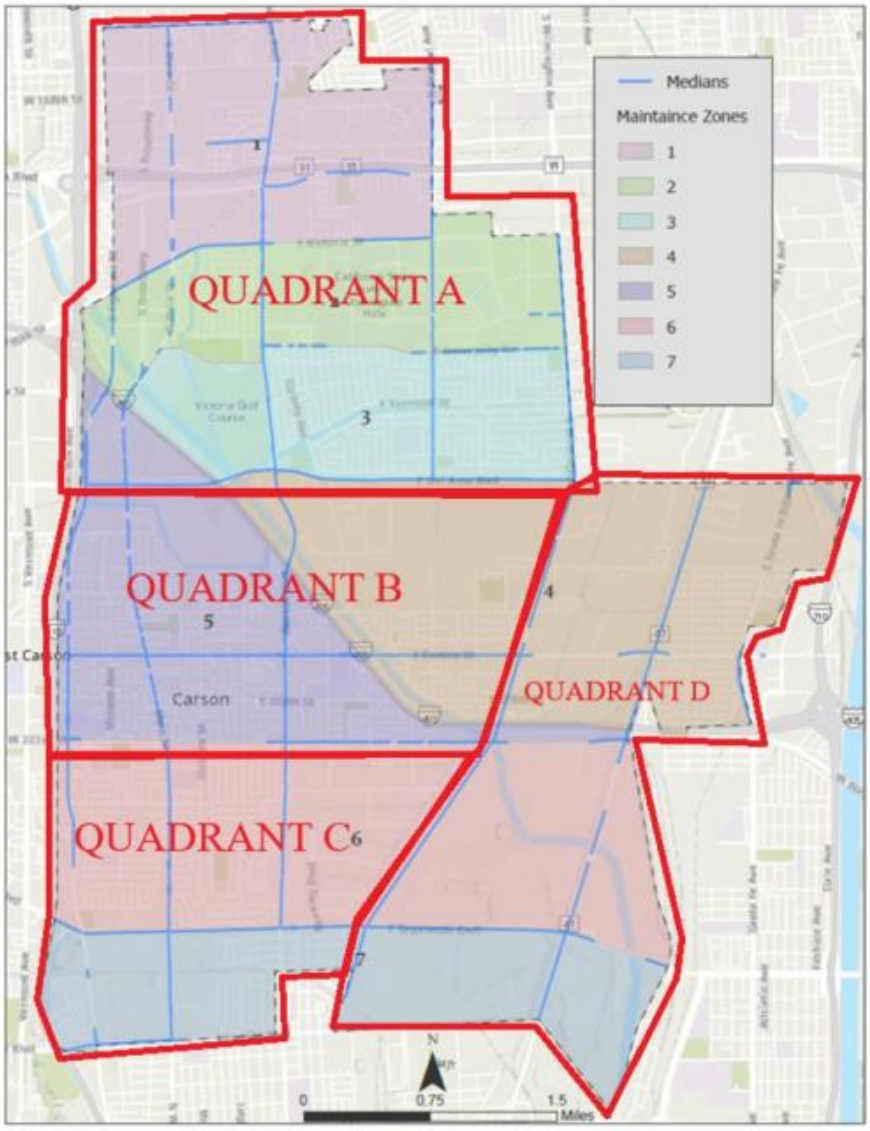

Medians
Maintaince Zones
1
2
3
4
5
6
7
QUADRANT A
QUADRANT B
QUADRANT C
QUADRANT D
Carson
0
0.75
1.5
Miles

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

[not applicable]

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. Consultant shall perform the Services described in Exhibit A at Quadrant C at the following annual rates:

BID SCHEDULE – QUADRANT C

NO	Location	From	To	Monthly Price	Annual Price
1C	Main St. South Medians	Lomita Blvd	223rd St	$ 1,333.51	$ 16,002.07
2C	Sepulveda Blvd. Medians	110 Fwy	Wilmington Ave	$ 1,166.37	$ 13,996.40
3C	Lomita Service Median	Fries Ave	Island Ave	$ 44.44	$ 533.33
4C	Avalon Blvd. South Medians	223rd Street	Supelveda	$ 1,159.85	$ 13,918.15
5C	Figueroa Service Medians	Carriagedale Dr	223th St Westside & Eastside	$ 952.49	$ 11,429.86
6C	2 Parkways on Figueroa	234th St	234th St	$ 1,024.33	$ 12,291.93
7C	Dedication Mini-Park on Main St	223rd St	225th St	$ 126.96	$ 1,523.49
8C	Parkway Main St	228th St	235th St	$ 134.79	$ 1,617.47
9C	Parkway on Caroldale Ave at 235th St			$ 43.72	$ 524.59
10C	Parkway on Figueroa St.	230th St	Galavan St	$ 172.89	$ 2,074.74
11C	Parkway on Main St.	225th St	228th St	$ 46.45	$ 557.37
12C	Parkway Main St	228th St	235th St	$ 66.34	$ 796.06
13C	Parkway on Caroldale Ave at 235th St			$ 44.63	$ 535.52
14C	Parkway on Figueroa St.	230th St	Galavan St	$ 172.89	$ 2,074.74
15C	Parkway on Lomita Blvd	Island Ave	Fries Ave	$ 47.36	$ 568.30
			TOTAL ROW 1C-15C	$ 6,537.00	$ 78,444.00

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

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

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

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

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

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

IV. The total compensation for the Services shall not exceed $392,220.00 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

HOURLY RATES

PRICE SCHEDULE - EXTRA WORK

LABOR:	COST PER HOUR
Foreman/Crew Leader	$65.00
Holidays and Weekends	$97.50
Worker/Labor	$50.00
Holidays and Weekends	$75.00
Irrigation Specialist	$75.00
Holidays and Weekends	$112.50
Additional employee classification : Tree Trimmer	$120.00
Holidays and Weekends	$180.00
LABOR – PLANTING PER CONTAINER:	**COST PER UNIT**
Flat	$45.00
1-Gallon	$17.00
5-Gallon	$45.00
15-Gallon	$130.00
24" Box	$550.00
EQUIPMENT:	**COST PER HOUR**
Pickup Truck	$15.00
Flatbed Truck	$20.00
5 Yard Dump Truck	$25.00
Trencher	$30.00
Mini Excavator	$95.00

PRICE SCHEDULE – INSTALLATION OF NEW IRRGATION

Drip irrigation (per ln. ft)	$2.50
Sch 40 ¾" PVC (per ln. ft)	$5.00
Sch 40 1" PVC (per ln. ft)	$5.75
Sch 80 ¾" PVC (per ln. ft.)	$5.75
Sch 80 1" PVC (per ln. ft)	$6.25

PRICE SCHEDULE - NEWLY DEVELOPED AREAS

Maintenance of additional landscape in medians (per sq. ft.)	$0.05

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

I. Consultant shall perform all services timely in accordance with the following schedules:

Minimum Frequency Schedule

Center Medians, Service Medians, and Adjacent Treewells		
Service	**Description of Service**	**Frequency**
Litter Control	litter pickup	weekly
	hardscape cleaning	weekly
Turf	mowing	weekly
	edging, blowing off hardscape, string trimming, hand blowing	weekly, following mowing on the same day
Aeration	aeration	annual
Reseeding	reseeding	as requested
Dethatch	dethatch	annual
Ground Cover	renovation/trimming/edging	weekly
	cultivation	weekly
	hand watering	as required
	weeding	weekly
Fertilization	ground cover, shrubs, and turf	bi-annual
Shrubs/Plants	pruning	as needed
	cultivation/mulching	weekly
Tree Maintenance	removal of suckers	weekly
	raise for clearance	as needed
Weed, Disease and Pest Control	weed and pest removal/control	weekly
	weeds - sidewalks, curbs, gutters and tree wells	weekly
	broad leaf weed spraying	bi-annual
	hard surface areas	weekly
Irrigation	irrigation - check schedule and inspect time clocks including sprinkler heads	weekly
	inspect coverage and valves, backflows/meters	following mowing
	hand watering	as required
	irrigation repairs	as required, to be completed with 24 hours

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

EXHIBIT E

PERFORMANCE BOND

We, Mariposa Landscapes, Inc., a California corporation, as Principal, and _____, as Surety, jointly and severally, firmly bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the City of Carson ("City") for payment of the penal sum of **Three Hundred Ninety Two Thousand Two Hundred Twenty U.S. Dollars and Zero Cents ($392,220.00)**. 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.

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF CARSON

and

JAS LANDSCAPE LLC

AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF CARSON AND
JAS LANDSCAPE LLC

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this ____ day of _____, 2026 by and between the CITY OF CARSON, a California municipal corporation ("City") and JAS LANDSCAPE LLC, a California limited liability company ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

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

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

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

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

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

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

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

1.2 Consultant's Proposal.

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

1.3 Compliance with Law.

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

1.4 Licenses, Permits, Fees and Assessments.

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

1.5 Familiarity with Work.

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

1.6 Care of Work.

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

1.7 Further Responsibilities of Parties.

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

1.8 Additional Services.

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

1.9 Special Requirements.

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

1.10 Compliance with Labor and Wage Laws.

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **Five Hundred Seventeen Thousand Two Hundred Dollars and Zero Cents ($517,200.00)** (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

2.2 Method of Compensation.

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

2.3 Reimbursable Expenses.

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

2.4 Invoices.

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

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

2.5 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 Schedule of Performance.

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

3.3 Force Majeure.

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

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding five (5) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

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

Alejandro Lopez	Manager
(Name)	(Title)
(Name)	(Title)
(Name)	(Title)

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

4.2 Status of Consultant.

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

4.3 Contract Officer.

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

4.4 Independent Consultant.

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

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

4.5 Prohibition Against Subcontracting or Assignment.

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

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

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

(a) General Liability Insurance (Coverage Form ISO CGL CG 00 01 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than $2,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

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

(c) Automotive Insurance (Coverage Form ISO CA 00 01 including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than $1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

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

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

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

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

5.2 General Insurance Requirements.

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

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

No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

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

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

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

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

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

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in

connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

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

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

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

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

5.4 Performance Bond.

Concurrently with execution of this Agreement, Contractor shall deliver to the City the following bond if the Contract Sum should exceed $25,000:

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.

The bond shall be on the applicable form provided in **Exhibit "E"** attached hereto and made part hereof. The bond shall contain the original notarized signature of an authorized officer

of the surety and affixed thereto shall be a certified and current copy of his/her power of attorney. The bonds shall be unconditional and remain in force during the entire term of the Agreement.

5.5 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.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

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

6.2 Reports.

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

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

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

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

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

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

Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default.

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

7.3 Retention of Funds.

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

7.4 Waiver.

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

7.5 Rights and Remedies are Cumulative.

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

7.6 Legal Action.

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

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Agreement except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, Consultant may terminate this Agreement if and only if all of the following criteria are met: (i) City is in default under the terms of this Agreement; (ii) Consultant has given City 30 days' written notice (or longer, if circumstances warrant) of the default and the reasons for the default; and (iii) City has failed to cure the default within said cure period. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product

actually produced hereunder. In the event of City's termination without cause pursuant to this Section, the City need not provide the Consultant with the opportunity to cure pursuant to Section 7.2

7.8 Termination for Default of Consultant.

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

7.9 Attorneys' Fees.

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

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

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

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the

Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

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

8.4 Unauthorized Aliens.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

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

9.2 Interpretation.

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

9.3 Counterparts.

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

9.4 Integration; Amendment.

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

9.5 Severability.

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

9.6 Warranty & Representation of Non-Collusion.

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

payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials _____

9.7 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF CARSON, a municipal corporation

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
[pks; rjl]

CONSULTANT:

JAS LANDSCAPE LLC, a California limited liability company

By:_____
Name:
Title:

By:_____
Name:
Title:
Address: 2225 River Ridge Road
Oxnard, CA 93036

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"
SCOPE OF SERVICES

I. Consultant will perform the following Median Landscape Maintenance and Management Services in Quadrant D (Project Map & Locations attached at the end of Exhibit A):

1.1 Contractor shall have the duty to mow, edge, trim, irrigate, aerate, overseed, fertilize and dethatch turf areas; prune, trim, and hedge planters and shrub areas designated hereunder; as well as to provide weed control, disease control, rodent pest control, litter, and debris removal, maintain and repair irrigation systems at service medians, center medians and may include adjacent tree wells, including the necessary maintenance of any associated structures and equipment as normal maintenance as specified. Maintenance frequencies shall be those as specified.

1.2 Contractor shall not work or perform any operation, particularly during periods of inclement weather, which may destroy or damage vegetation, ground cover, or turf areas. The City's Director of Public Works or designee shall have the authority to suspend the work, wholly or in part, for such period as may be deemed necessary, due to unsuitable weather or other conditions considered unfavorable for the suitable performance of the work. Any mowing missed due to inclement weather and not rescheduled shall be deducted from the monthly billing statement.

1.3 Contractor shall be required to assign a designated English-speaking foreman. This individual will be the contact person for this project and must be available to respond to inquiries, walkthroughs, and inspections of the project as required. The Contractor's designated foreman shall be on site for a minimum of fifteen (15) hours per week. At least one member of any maintenance crew at each maintenance area shall be able to read and speak English fluently. All Contractors' personnel shall wear and maintain presentable company uniform complete with a nametag and high visibility safety vest. Contractor shall require employees to wear the appropriate shoes, uniform, and other personal protective equipment required by OSHA and CAL OSHA regulations.

1.4 Contractor shall be available twenty-four (24) hours a day, seven (7) days a week to respond to all emergencies within two (2) hours of notification or attempted notification. If the Contractor cannot be notified or does not respond promptly, the City will respond, and all costs will be charged to the Contractor. If the Contractor fails to respond on three (3) separate occasions, the Contractor will be subject to a $250.00 deduction from monthly invoice in addition to any City charges.

1.5 During daylight hours, Contractor's designated foreman shall perform a weekly maintenance inspection of all areas within the maintenance areas. Such inspection shall be both visual and operational and shall include the operation of all irrigation or other mechanical systems to check for proper condition and reliability.

1.6 Contractor's designated foreman shall prepare and submit to the City's Public Works Director, or assigned designee(s), both a daily project report, and a weekly project report. The daily project report shall include work performed for the day, and staff name performing the work. The weekly report shall indicate the overall condition of the maintenance areas and shall list specifically any unusual or problem areas/situations. The report shall also include action to be taken by the contractor to rectify the said situation and indicate the anticipated time frame for compliance.

1.7 Contractor shall schedule its operations so as not to interfere with the public's use of the maintenance areas. Contractor shall conduct its operations to provide the maximum safety for the public and to offer the least possible obstruction and inconvenience to the public, or disruption to the peace and quiet of the area around which the services are performed.

2. AREA TO BE MANAGED

2.1 Contractor shall maintain irrigation systems at service medians, center medians, and adjacent tree wells, only.

2.2 Contractor hereby acknowledges that before submitting a proposal, Contractor has visited all existing areas to be maintained, verified the approximate size of the medians, noted for each location the proposed work, and is fully informed as to all conditions that may affect the work specified. Contractor shall not be relieved of liability under this Agreement, nor the City be held liable, for any loss sustained by the Contractor, as a result of any variance between conditions as referred to in this Project Scope and Specifications and the actual conditions revealed during the examination of the locations of the proposed work.

3. TURF CARE

The Contractor shall perform, at their sole expense, the following services:

(a) Mowing – Turf to be mowed with an adequately sharpened power mower to ensure a smooth surface appearance without scalping. The contractor shall comply with all state, county, and/or local regulations regarding powered mowers, alternative fuel mowers, and equipment. All turf grasses are to be cut so that no more than one-third of the height of the grass blade is removed during anyone mowing operation. Recycling mowers may only be used upon approval of the City's Public Works Director or assigned designee(s). The mowing heights will be adjusted according to the needs of the City or during periods of renovation. A mowing schedule will be established and maintained. This schedule will ensure that all areas will, at a minimum, be mowed once a week. All mowing missed and not completed within three (3) working days, shall be deducted from the monthly billing statement. Costs will be calculated at a rate of 25% of the total monthly maintenance costs as listed in the Proposal Schedule for subject medians. Clippings are to be removed concurrently with each mowing.

(b) Edging – The edge of the grass along sidewalks, curbs, shrubs, flowerbeds, and walls shall be trimmed to a neat and uniform line. Where trees exist in turf areas, all grass shall be removed six (6) inches from the tree trunks by approved chemicals or by hand as required. Mulch may be applied to the base of tree trunks to reduce weed growth (mulch will be supplied by the City). Weed eaters/string trimmers may not be used to clear turf around tree trunks. The Contractor shall trim around all sprinkler heads as necessary in order to provide maximum water coverage. Edging shall be done concurrently with each mowing. The edge of the turf shall be trimmed around valve boxes, meter boxes, backflow devices, or any structures located within the turf areas using mechanical methods. Turf edges are to be maintained to prevent grass invasion into adjacent shrub, flower, and ground cover bed areas. After mowing and edging is completed, all adjacent walkways are to be cleaned.

(c) Fertilization – A fertilization schedule will be established and maintained. This schedule will provide that fertilization of turf areas occurs as often as necessary to maintain the turf in vigorous healthy condition. The minimum frequency of fertilization is included in the "Minimum Frequency Schedule,"". The schedule along with specific nutrient recommendations will be submitted to the City for approval prior to application. Fertilization to be provided for all medians.

(d) Aeration – An aeration schedule will be established and maintained. This schedule will provide that aeration of turf areas occurs annually by removing ½-inch diameter by 4-inch deep cores of sod, with an aerator at not more than 6-inch spacing. The schedule will be submitted to the City for approval prior to application

(e) Dethatch –Dethatching of turf areas shall be performed on annual basis. All thatching debris shall be removed offsite or pulverized, at the end of the Contractor's operation or at the end of the workday, whichever occurs first. The City shall determine and approve the extent of thatch removal.

(f) Seasonal Overseeding – All turf areas shall be annually reseeded to re-establish turf to an acceptable condition as specified in the Minimum Frequency Schedule. At the City's request, all bare and/or sparse turf areas shall be overseeded throughout the term of the contract. All areas to be reseeded shall be verticut to remove all thatch and to provide a rough seedbed suitable for seeding. Once the seed has been applied, the seed will be covered with finish mulch to prevent erosion. Mulch for seed topping shall be nitrolized wood shavings such as Kellogg's Topper or equivalent. All mulch must be approved by City prior to application.

(g) Weed Control – Turf areas shall be maintained in a weed-free condition. Chemical control for broadleaf weeds shall be applied on an as-needed basis to maintain weed-free conditions. All personnel applying these chemicals shall be properly licensed, certified, and trained in accordance with the California Department of Pesticide Regulations (DPR) and any other applicable Federal, State, and County regulations in effect at the time of application. All personnel applying these chemicals must hold an active Qualified Applicator License issued by DPR.

(h) Insect/Pest Control – Turf shall be maintained free of diseases, insects, rodents, and pests. Infested areas shall be treated when neededas detailed I the Project Scope and Specifications. All personnel applying these chemicals shall be properly licensed, certified, and trained in

accordance with the California Department of Pesticide Regulations (DPR) and any other applicable Federal, State, and County regulations in effect at the time of application. All personnel applying these chemicals must hold an active Qualified Applicator License issued by DPR.

(i) Irrigation – The Contractor shall irrigate all landscaped areas at City medians as required to maintain adequate growth rate and appearance and in accordance with the schedule most conducive to maintaining a lush green appearance. Note: All irrigating shall be accomplished in accordance with any and all water conservation mandates imposed on the City by governing agencies and coordinated with the City's Director of Public Works or designee.

(j) Consideration shall be given to the soil conditions, seasonal temperatures, wind conditions, humidity, minimizing of runoff, and the relationship of conditions, which affect day and night watering. This may include daytime watering during winter weather to prevent icy conditions and manual operation of the irrigation system during periods of prolonged heat. During freezing, rain, and/or windy conditions, automatic irrigation will be discontinued at the direction of the City's Director of Public Works or designee.

(k) In areas where wind creates problems of spraying water onto private property or road rights-of-way, the controllers shall be set to operate during the period of lowest wind velocity which would normally occur between the hours of 10:00 p.m. and 6:00 a.m.

(l) Contractor shall monitor all systems within the scope and for the correction of coverage, sprinkler adjustment, sprinkler height adjustment, clogging of lines and sprinkler valves, and removal of obstacles, including plant materials, which obstruct the spray pattern.

(m) Complete irrigation system checks as outlined in the Minimum Frequency Schedule or more often if necessary and adjust and repair any sprinkler heads causing excessive runoff, or which throw directly onto paving or walks.

(n) Adjust all controllers on a weekly basis considering the water requirements of each remote control valve.

(o) Control the irrigation system in such a way as not to cause an excessively wet area which may interfere with the Contractor's ability to maintain all the flora, or excess water crossing over sidewalks or flooding into the public right-of-way.

(p) Observe and note any deficiencies occurring from the original system design and review these findings with the City so necessary improvements may be considered.

(q) Repair all leaking or defective valves or irrigation system parts immediately upon occurrence, or within twenty-four (24) hours following notification from the City of such a deficiency. The Contractor shall be responsible for maintaining or repairing backflow prevention devices.

(r) File a monthly executive summary with the City certifying that all irrigation system components at City medians are functioning properly.

4. **SHRUB, GROUND COVER, AND TREE WELL CARE**

(a) Pruning – Prune shrubbery during the term of the contract to encourage healthy growth habits and for shape and appearance. All shrubs shall, at all times, be free of dead wood, weak, diseased, insect-infested, and damaged limbs, and shall remove all clippings the same day shrubbery is pruned to the green waste disposal site. Pruning shall be done to maintain a well-groomed, laced-out appearance appropriate for plant size, species, and surroundings. Under no circumstances shall any shrubs be poodled or balled.

(b) Trimming –Restrict the growth of shrubbery and ground cover plants to areas behind curbs and walkways and within planter beds by trimming as necessary, or as requested by the City.

(c) Hedging –Hedge vines on block walls adjacent to service and center medians. Vines shall not be allowed to grow into private lots and topped eight inches (8") or one (1) cylinder block from the top.

(d) Renovation –Renovate ground cover plants according to prescribed practices in the industry, as needed to maintain a healthy, vigorous appearance and growth rate. This includes, but is not limited to, thinning and trimming to encourage growth or to achieve a more manicured appearance.

(e) Disease and Insect Control –Maintain all areas free of diseases and insects and treat infested areas when needed.

(f) Weed Control – All ground cover, shrub beds, side panels, and tree wells shall be kept weed free at all times. Methods for control may incorporate one or more of the following: (1) Hand removal, (2) Cultivation, (3) Chemical eradication (except in areas that rely on reseeding to maintain appearance). Weed whipping is not an acceptable alternative for weed control. Debris generated by weed control must be removed from the site each day to the green waste disposal site and disposed of in a proper, legal manner.

(g) Irrigation – Irrigate, including hand watering, to maintain adequate growth rate and appearance, and bleeding of valves in emergency situations where automatic systems are not functioning.

(h) Shrub and Ground Cover Replacement –Replace all damaged, untreated, diseased, or dead shrubs and ground cover plants with the same plant species of similar size. Substitutions for any plants must have prior approval in writing by the City. Original plans and specifications should be consulted to determine the correct identification of species. All shrubs shall be guaranteed to live and remain in healthy condition for no less than six (6) months from the date of acceptance by the City.

(i) The ground cover shall be maintained and replaced as needed so as to form a solid mat over the surface of the ground. Height shall not to exceed one-foot (1'). Weed eaters/string trimmers are appropriate to accomplish this task. Undesirable plant material or weeds shall be removed, as well as removal of desirable annual flora growth, after it has flowered and seeded (such as but

not limited to, Lupine), if necessary. All shrubs shall have a one-foot (1') clear area maintained around the plant edge at all times.

(j) Annual color beds and freestanding pots shall be maintained with appropriate seasonal flowers. The Contractor shall provide flowers and labor to both the annual color beds and freestanding pots. Flowers and labor will be considered regular maintenance and are not billable extras.

5. USE OF CHEMICALS

5.1 The Contractor shall perform the following services:

(a) Chemical Application - All personnel applying chemicals shall be properly licensed in the State of California, certified, and trained in accordance with applicable regulations in effect at the time of application.

(b) Permits – Permits, Recommendations, and Documentation –Provide the City with a copy of a Pest Control Recommendation written by a State of California licensed Pest Control Advisor. The Pest Control Recommendation shall include the specific areas, pests to be treated, and the pesticide to be used. All pesticides must be approved by the City prior to application. Also, a Pesticide Use Report shall be provided to the City within ten (10) calendar days of the end of each month that an application has taken place. The Pesticide Report shall include, but is not limited to the dates, specific location of application, pesticide used, pest treated, and amount of concentrate material used. The Contractor shall give the City notification on time, date, and location of where pesticide use is scheduled.

(c) Pest Control - The Contractor will be responsible for the eradication of all pests, including but not limited to gophers, ground squirrels, snails, earwigs, and other destructive insects to provide a healthy environment for plants and the public. Any eradication and/or disposal of pests must be performed in accordance with Federal, State, and County regulations in place at the time of eradication.

(d) Rodent Control - Whenever rodent holes are visible upon the surface, the Contractor shall fill and securely tamp said holes to avoid moisture runoff entering the holes.

6. **GENERAL CLEAN-UP**

6.1 The Contractor shall also perform the following services:

(a) Trash Removal –Remove all trash and litter from all maintained areas, as indicated and specified in the "Minimum Frequency Schedule." All trash generated, including green waste, shall be removed immediately by the Contractor at the Contractor's expense and offloaded to the proper disposal/recycling facility.

(b) Curb and Gutter Maintenance – The Contractor shall remove all weeds and grass growing in and around curb and gutter areas.

(c) Drain Maintenance – All drains, culverts, and catch basins shall be free of siltation and debris at all times.

(d) Removal of Leaves – Accumulation of leaves shall be removed from all areas not less than once per week to the green waste disposal/recycling site.

(e) All organic waste must be disposed/recycled at a facility in compliance with State and County organic waste diversion guidelines and mandates.

7. IRRIGATION SYSTEM SERVICE OR REPAIR

All irrigation systems designated in this contract shall be repaired and maintained by the Contractor in the following manner:

(a) Scope of Responsibility – The Contractor shall maintain, troubleshoot, repair, replace, and keep operable all irrigation equipment components including but not limited to, sprinkler heads, drip irrigation parts, valve repairs, backflow devices, lateral line repair, quick couplers, risers, and automatic controller batteries. This paragraph does not require the Contractor to make a complete piping replacement of the system or to make major renovations/repairs to the existing irrigation systems.

(b) Replacement Requirements – Replacement will be with original materials or substitutes approved in writing prior to installation by the City.

(c) Extent of Responsibility –Perform minor maintenance and repairs to the irrigation system. Major repairs and replacements shall be handled as extra work. Major repairs shall include mainline breaks, controller replacement, backflow device replacement and certification, and valve replacement. Contractor must provide copies of certifications for newly installed or replaced backflow devices to the City's Director of Public Works or designee. Minor repairs include but are not limited to: head adjustment and replacement; lateral line breaks and leaks; wire tracking; clock adjustment; diagnosis of irrigation system problems; and valve and solenoid repair. Verified by the supplier's invoice, contractor shall be reimbursed for all parts used in the repair of the irrigation systems at cost. The Contractor shall be responsible at all times for hand watering and bleeding of valves in emergency situations as required to sustain and prevent loss of turf, trees, plants, and ground cover when automatic systems are not functioning. The Contractor shall repair and replace automatic irrigation systems when they are not functioning. The replacement required by the Contractor shall be due to normal deterioration, wear and tear, or negligence upon the part of the Contractor. The Contractor may make necessary repairs and/or replacements to irrigation systems, which malfunction due to incidents of vandalism, acts of God, and third-party negligence.

8. MANAGEMENT OF SIDEWALKS, BARRICADES, SOUND WALLS, CENTER MEDIANS, SERVICE MEDIANS, BLOCK WALLS AND DRAINS

8.1 Sidewalks, and block walls– In maintained areas, the Contractor shall notify the City of any conditions that may affect the health and safety of the public.

(a) Contractor shall replace all sidewalks and roadways damaged by Contractor's negligence.

(b) Contractor shall not be responsible for the replacement of roadways or sidewalks worn due to normal deterioration.

(c) Contractor shall thoroughly clean all hard surface areas a minimum of once per week or more often, if necessary, to maintain in a clean, safe, condition.

9. EXTRAORDINARY REPAIRS

9.1 Any extraordinary incident such as vandalism, acts of God, and third-party negligence which has or will affect any maintenance area and is within the scope of Contractor's responsibilities, shall be documented by the Contractor by a phone call, photographs, and/or written statement, and documentation shall be given to the City within eight (8) hours of learning of same. The Contractor is not responsible for graffiti abatement but shall report graffiti to the City within two (2) hours of learning of same. The Contractor shall perform the above documentation upon discovery of extraordinary incidents.

9.2 The City may, at its discretion, when it learns of the need for extraordinary repairs, authorize the Contractor to perform necessary repairs and replacements in accordance with the following: Contractor shall submit a written estimate for the cost of performing such work to the City. The city may, upon review and approval of such estimate, authorize the Contractor to perform said work by the issuance of a written work order. Upon completion of the work, the Contractor shall submit a bill to City, and City shall reimburse the Contractor, but only up to the amount of the agreed-upon cost estimate. In the event Contractor's written estimate is not approved, the City reserves the right to contract with a third party to perform such work or to make the repairs using City staff. All parts used by the Contractor shall be reimbursed at the Contractor's direct cost. Notwithstanding the above, when a condition exists wherein there is imminent danger of injury to the public or damage to property, the City may verbally authorize work to be performed upon receiving a verbal estimate from the Contractor. However, within twenty-four (24) hours after receiving a verbal authorization, the Contractor shall submit a written estimate to the City. The provisions of Paragraph 1.4 of this Scope of Work shall prevail under these circumstances.

10. INSPECTION

10.1 The Contractor shall:

(a) Perform a weekly maintenance inspection during daylight hours of all medians within the maintenance areas.

(b) Meet on-site with an authorized representative of the City on a monthly basis for a walk-through inspection. Said meeting shall be at the convenience of the City. The Contractor and City representative shall collectively agree and document the observations and findings as a result of the weekly walk-through inspection. The Contractor shall provide to the City a summary of the weekly walk-through prior to the next meeting date. Any corrective work required as a result of an inspection or any interim inspection by the City shall be accomplished to the satisfaction of the City as follows:

The City shall provide written notice to the Contractor identifying any deficiencies in performance ("Punch List"). The Contractor shall correct all identified deficiencies within the time period specified by the City. Such time periods shall be determined by the City in its reasonable discretion and shall reflect the nature and urgency of the deficiency; provided, however, that the City may require

immediate correction where necessary to address safety, operational, or service continuity concerns.

If the Contractor fails to correct any deficiency within the specified time period, or fails to perform in accordance with the requirements of this Contract, the City may, at its sole discretion, correct or complete the work by any means it deems appropriate, including but not limited to the use of City employees, third-party contractors, or other contract labor.

All costs incurred by the City in correcting or completing such work shall be recoverable from the Contractor and may be deducted from any amounts otherwise due or becoming due to the Contractor, or billed directly to the Contractor. Such costs shall include all direct and indirect expenses, including fully burdened labor costs (salary, benefits, overhead, and supervisory time), materials, equipment usage, and administrative expenses.

In addition, the Contractor shall be responsible for a thirty percent (30%) administrative fee to cover City overhead associated with procurement, supervision, coordination, and contract administration.

All cost recoveries and deductions under this provision shall constitute an adjustment of the Contract price to reflect actual performance and shall not be deemed a penalty.

The Contractor shall remain fully responsible for the performance, supervision, and conduct of all employees, subcontractors, temporary personnel, and contract labor utilized in the performance of this Contract.

Repeated failure to correct deficiencies in a timely manner may be deemed a material breach of this Contract and may result in further remedies, including termination for default.

Reasonable time frames are defined as follows:

(a) Emergency service notification or attempted notification must be responded to within two (2) hours. No further notification will be given.

(b) Mainline and valve repairs must be completed within twelve (12) hours of notification.

(c) Broken or improperly operating irrigation heads shall be repaired or adjusted within one (1) working day of notification. No further notification will be given.

(d) Areas impacted and affected by health and safety issues shall immediately be barricaded to inform the public and City personnel of potential dangers in that area. Repairs must be completed within three (3) working days of notification. No further notification will be given.

(e) All other issues will receive written notification ("punch list") giving five (5) working days for completion. If the deficiency is not corrected within the required five (5) day period, any item which has not been corrected by the end of the five (5) day period may be completed by the City or by other contractual services and actual costs will be charged to the Contractor without further notification.

10.2 Inspection/Administration Cost Limitation

The inspection and administration costs shall require a maximum time of City staff of 23 hours per week. The cost of all time in excess of the 23-hour maximum incurred due to inadequate level of landscape maintenance and poor administrative preparation on the part of the Contractor shall be deducted from the monthly payment. The cost of the City labor shall be $40 per hour plus the cost of needed equipment. The City shall maintain an

accurate log of inspection and administrative time, which will be available for review by the Contractor.

11. GENERAL CONDITIONS

11.1 Notification Reports – The Contractor shall give the City notice seven (7) calendar days prior to any and all use of commercial and organic fertilizer(s), grass seed, soil amendment, pesticides, or other chemicals. The contractor shall submit a report indicating, for those specialty type maintenance operations to be completed, the quantity and a complete description of any and all commercial and organic fertilizer, and soil amendments to be used.

11.2 Contractor's Liability – All damages that, in the City's opinion, are due to the Contractor's operation, shall be repaired at the Contractor's expense and completed in accordance with the following maintenance practices:

(a) Trees – Minor damage such as bark lost from the impact of mowing equipment or string trimmer shall be remedied by an arborist. If damage results in the loss of a tree, the damaged tree shall be removed and replaced according to the specific instructions of the City.

(b) Shrubs – Minor damage may be corrected by appropriate pruning. Major damage shall be corrected by the removal and replacement of the damaged shrub.

(c) Chemicals – All damage resulting from chemical operations, either spray-drift or lateral leaching, shall be corrected in accordance with the aforementioned maintenance practices, and the soil shall be conditioned to ensure its ability to support plant life. The Contractor shall comply with all state and federal labeling and application requirements applicable to pesticides, fungicides, pest control chemicals, or any other types of hazardous chemicals used by the contractor, and shall defend and hold the City harmless from any damages, fines, or penalties arising from such use or misuse.

11.3 Contractor is required to maintain an office and provide the telephone service so that all calls from the City have no toll charge. If a telephone answering service is utilized, the answering service shall be capable of contacting the contractor by radio or pager. The contractor is further required to provide the City with a 24-hour emergency number for contact outside normal working hours. The response to an emergency call-out by the contractor shall not be more than two (2) hours.

11.4 Safety – The contractor agrees to perform all work outlined in these specifications in such a manner as to meet all accepted standards for safe practices during maintenance operations and to safely maintain and operate all equipment, machines, and materials related to the work; and is solely responsible for complying at all times with all local, County, State, Federal, or other legal requirements including, but not limited to California Department of Food and Agriculture, O.S.H.A. Orders, Department of Transportation Drug and Alcohol testing provisions, Caltrans Traffic Control Manuals, and APWA Traffic Control Handbook, so as to protect all persons, including Contractor's employees, agents of the City, vendors, members of the public and others from foreseeable injury to themselves or damage to their property. Furthermore, as necessary, the contractor must contact Underground Service Alert (Dig Alert) before excavating a location, as necessary.

The contractor shall inspect all hazards and potential hazards in maintained areas and keep a log indicating the date inspected and action taken. All employees working within the roadway right-of-way shall wear reflective safety vests.

11.5 It shall be the Contractor's responsibility to inspect and identify any practices and conditions that render any portion of the maintained areas unsafe. The City shall be notified immediately of any unsafe condition that requires major correction. The contractor shall be responsible for making minor corrections including, but not limited to filling holes in turf areas, replacing valve box covers, and repairing irrigation systems so as to protect members of the public or others from injury. The contractor shall cooperate fully with City in the investigation of any accidental injury or death occurring in any of the maintained areas, including a complete written report thereof to the City within five calendar (5) days of the injury or death.

11.6 Pursuant to the work scheduled approved in advance by the City, hours of maintenance service may be conducted between 7:00 a.m. and 3:00 p.m. on those days maintenance is to be. The Contractor shall not impede traffic on major thoroughfares before 8:30 a.m. or after 2:30 p.m. without authorization from the City's Public Works Director, or assigned designee(s).

11.7 Eight (8) hours of labor shall constitute a legal day's work for all workers employed in the execution of this agreement and the contractor and any subcontractor shall comply with and be governed by the laws of the State of California having to do with working hours as set forth in Division 2, Part 7, Chapter 1, Article 3 of the Labor Code of the State of California as amended.

11.8 Maintenance Schedules – Within ten (10) business days after the effective date of the agreement, the Contractor shall submit a work schedule to the City for approval. When actual performance differs substantially from previously scheduled work, the contractor shall submit for approval, revised schedules within five (5) working days.

11.9 Contractor's Staff – The contractor shall provide sufficient personnel to perform all work in accordance with the specifications set forth herein. At no time shall the Contractor allow its crew, including subcontractors, to be diminished in size or labor hours so as to not effectively complete the assigned maintenance tasks. A qualified, English-speaking foreman in the employ of the contractor shall supervise all of the contractor's maintenance personnel. At least one (1) member of each crew working at each site shall be fluent in English.

11.10 If any person employed by the contractor or any subcontractor shall fail or refuse to carry out the directions of the City's Director of Public Works or designee, or is in the opinion of the City's Director of Public Works or designee, incompetent, intemperate, or disorderly; or uses threatening or abusive language to any person on the work site; or is otherwise unsatisfactory, he shall be discharged from the project immediately, and shall not again be employed on the work except with the written consent of the City's Director of Public Works or designee. The Contractor shall transfer or discharge any such person within a reasonable time following notice therefor from the City's Director of Public Works or designee and such person shall not be employed at any other area maintained by the Contractor for the City except with the written consent of the City's Director of Public

Works or designee.

11.11 Contractor shall require employees to wear appropriate clothing while working in the City. This shall include proper work shoes and other clothing and gear required by Federal and/or State Safety Regulations.

11.12 Contractor vehicles must be white and shall display a sign indicating Contractor's name and license number on both sides of all maintenance vehicles. The City shall approve signs. Contractor vehicles must be equipped with all proper warning lights, signage, and other equipment necessary to safely work in the City right-of-way.

11.13 Signs/Improvements – The Contractor shall not post advertising signs and banners within the maintenance areas. All contractor-owned traffic control and public safety signs used by the Contractor shall be kept "graffiti free" at all times.

11.14 Contractor shall remove and dispose all unauthorized signs and advertising within the maintenance areas.

11.15 Utilities – City shall pay for the maintenance-related water and electrical utilities.

11.16 Storage Facilities – City shall not provide any storage facilities for the Contractor.

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

A. As described in Section I above.

B. As requested by the 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.

QUADRANT D

NO	Location	From	To	Approx. Length (Miles)	Total Area (Sq Ft)
1D	Sepulveda Blvd. Medians	Wilmington Ave	Alameda St	1	52423
2D	Santa Fe Ave. Medians	Carson St.	218th Pl	0.0764	4259
3D	Alameda St. Medians	Del Amo Blvd.	Sepulveda Blvd.	1.9	112251
4D	Wilmington Ave. Medians	Del amo Blvd.	Lomita Blvd	3.18	155124
5D	McHelen Service Medians (on 223)	Salmon Ave	McHelen Ave	0.089	2974
6D	Figueroa Service Medians	Carriagedale Dr	223rd St Westside & Eastside	1.85	110356
7D	Parkway on Alameda St. (West side of the St.)	223rd St underpass (under the bridge)	405 North Entrance	To be accessed by contractor	To be accessed by contractor
8D	Parkway parallel to transition road	Alameda St	Sepulveda Blvd	To be accessed by contractor	To be accessed by contractor
9D	Embankment slope area on transition road	Carson St	Alameda St	To be accessed by contractor	To be accessed by contractor
10D	Embankment slope area on transition road	Del Amo Blvd	Alameda St	To be accessed by contractor	To be accessed by contractor
11D	Embankment Slope parallel to Sepulveda Blvd	Wilmington Ave	Marathon Way/Phillips 66 St.	To be accessed by contractor	To be accessed by contractor
12D	Parkways on North & South side of Sepulveda Blvd (South is Tree wells only)	Wilmington Ave	Marathon Way/Phillips 66 St.	To be accessed by contractor	To be accessed by contractor

PROJECT MAP

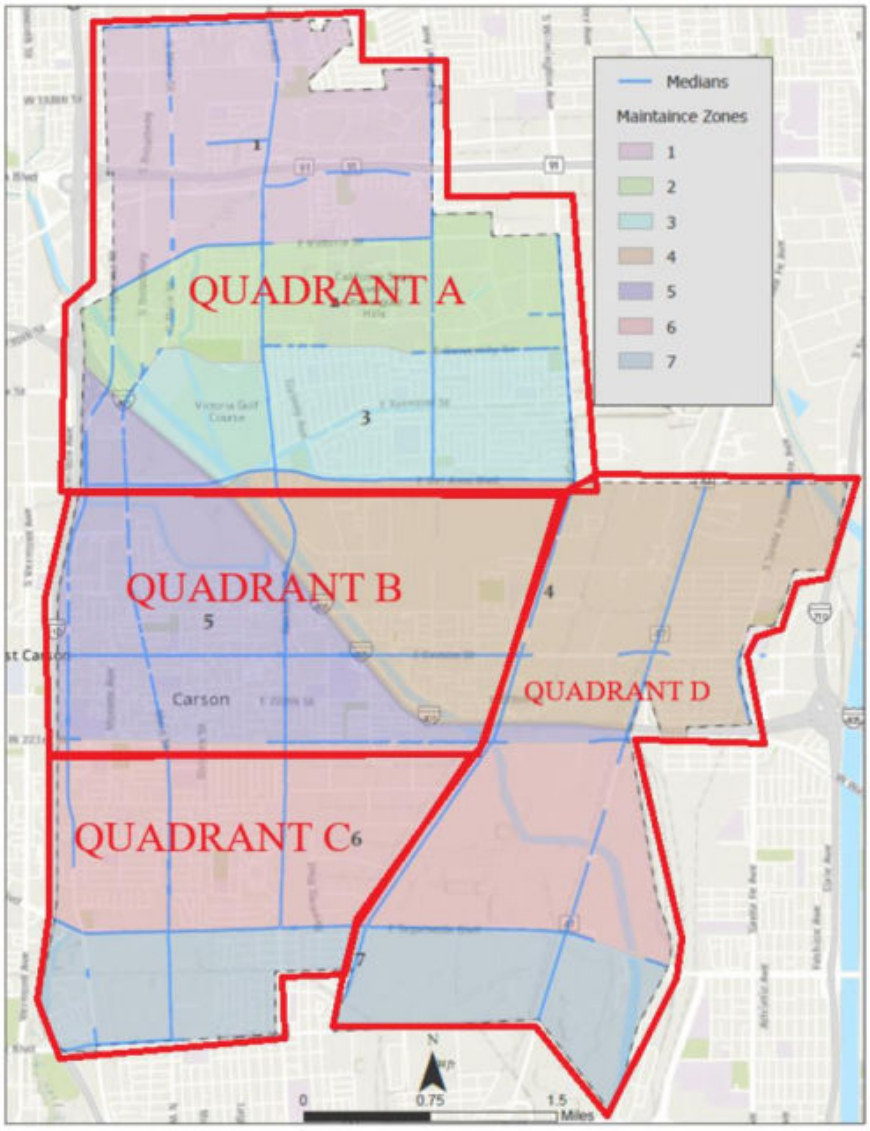

Medians
Maintaince Zones
1
2
3
4
5
6
7
QUADRANT A
QUADRANT B
QUADRANT C
QUADRANT D
Carson
Victoria Golf Course
N
0
0.75
1.5
Miles

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

[not applicable]

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. Consultant shall perform the Services described in Exhibit A at Quadrant D at the following annual rates:

BID SCHEDULE – QUADRANT D

NO	Location	From	To	Monthly Price	Annual Price
1D	Sepulveda Blvd. Medians	Wilmington Ave	Alameda St	$ 950.00	$ 11,400.00
2D	Santa Fe Ave. Medians	Carson St.	218th Pl	$ 150.00	$ 1,800.00
3D	Alameda St. Medians	Del Amo Blvd.	Sepulveda Blvd.	$ 850.00	$ 10,200.00
4D	Wilmington Ave. Medians	Del amo Blvd.	Lomita Blvd	$ 1,160.00	$ 13,920.00
5D	McHelen Service Medians (on 223)	Salmon Ave	McHelen Ave	$ 105.00	$ 1,260.00
6D	Figueroa Service Medians	Carriagedale Dr	223rd St Westside & Eastside	$ 1,655.00	$ 19,860.00
7D	Parkway on Alameda St. (West side of the St.)	223rd St underpass (under the bridge)	405 North Entrance	$ 600.00	$ 7,200.00
8D	Parkway parallel to transition road	Alameda St	Sepulveda Blvd	$ 600.00	$ 7,200.00
9D	Embankment slope area on transition road	Carson St	Alameda St	$ 650.00	$ 7,800.00
10D	Embankment slope area on transition road	Del Amo Blvd	Alameda St	$ 650.00	$ 7,800.00
11D	Embankment Slope parallel to Sepulveda Blvd	Wilmington Ave	Marathon Way/Phillips 66 St.	$ 650.00	$ 7,800.00
12D	Parkways on North & South side of Sepulveda Blvd (South is Tree wells only)	Wilmington Ave	Marathon Way/Phillips 66 St.	$ 600.00	$ 7,200.00
			TOTAL ROW 1D-12D	8,620.00	103,440.00

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

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

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

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

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

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

IV. The total compensation for the Services shall not exceed $517,200.00 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

HOURLY RATES

PRICE SCHEDULE - EXTRA WORK ·

LABOR:	COST PER HOUR
Foreman/Crew Leader	$ 45.00
Holidays and Weekends	$ 67.50
Worker/Labor	$ 35.00
Holidays and Weekends	$ 52.50
Irrigation Specialist	$ 65.00
Holidays and Weekends	$ 97.50
Additional employee classification	$ N/A
Holidays and Weekends	$ N/A
LABOR – PLANTING PER CONTAINER:	**COST PER UNIT**
Flat	$ 125.00
1- Gallon	$ 30.00
5-Gallon	$ 90.00
15-Gallon	$ 275.00
24" Box	$ 900.00
EQUIPMENT:	**COST PER HOUR**
Pickup Truck	$ 350.00
Flatbed Truck	$ 350.00
5 Yard Dump Truck	$ 400.00
Trencher	$ 650.00
Mini Excavator	$ 750.00
PRICE SCHEDULE – INSTALLATION OF NEW IRRGATION	
Drip irrigation (per ln. ft)	$ 2.75
Sch 40 ¾" PVC (per ln. ft)	$ 5.50
Sch 40 1" PVC (per ln. ft)	$ 6.50
Sch 80 ¾" PVC (per ln. ft.)	$ 7.25
Sch 80 1" PVC (per ln. ft)	$ 8.50
PRICE SCHEDULE - NEWLY DEVELOPED AREAS	
Maintenance of additional landscape in medians (per sq. ft.)	$ 0.35

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

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

Minimum Frequency Schedule

Center Medians, Service Medians, and Adjacent Treewells		
Service	**Description of Service**	**Frequency**
Litter Control	litter pickup	weekly
	hardscape cleaning	weekly
Turf	mowing	weekly
	edging, blowing off hardscape, string trimming, hand blowing	weekly, following mowing on the same day
Aeration	aeration	annual
Reseeding	reseeding	as requested
Dethatch	dethatch	annual
Ground Cover	renovation/trimming/edging	weekly
	cultivation	weekly
	hand watering	as required
	weeding	weekly
Fertilization	ground cover, shrubs, and turf	bi-annual
Shrubs/Plants	pruning	as needed
	cultivation/mulching	weekly
Tree Maintenance	removal of suckers	weekly
	raise for clearance	as needed
Weed, Disease and Pest Control	weed and pest removal/control	weekly
	weeds - sidewalks, curbs, gutters and tree wells	weekly
	broad leaf weed spraying	bi-annual
	hard surface areas	weekly
Irrigation	irrigation - check schedule and inspect time clocks including sprinkler heads	weekly
	inspect coverage and valves, backflows/meters	following mowing
	hand watering	as required
	irrigation repairs	as required, to be completed with 24 hours

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

EXHIBIT E

PERFORMANCE BOND

We, JAS Landscape 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 **Five Hundred Seventeen Thousand Two Hundred U.S. Dollars and Zero Cents ($517,200.00)**. 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.

CITY OF CARSON

File #: **Version:**

Report to Honorable Mayor and City Council

Tuesday, September 15, 2026, 5:00 PM

DISCUSSION 35.

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
Vacant (AR)	At-large		11-30-26
Clark Harris, Dr. Alice (LDH)	At-large Alt. 1	04-04-23	11-30-26
Muhammad, Nafis (LDH)	At-large Alt. 2	04-04-23	11-30-26
Perez, Karey (LDH)	At-large Alt. 3	04-04-23	11-30-26
Hayes, Phyllis (LDH)	At-large Alt. 4	04-04-23	11-30-26
Horton, Maria (LDH)	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
Vacant (LDH)**	Resident Homeowner		11-30-26
Hernandez, Susan (CH)	Resident Homeowner	09-01-26	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

CITY OF CARSON

701 East Carson Street

Report to Honorable Mayor and City Council

Tuesday, September 15, 2026, 5:00 PM

ORDINANCE SECOND READING 36.

To: Honorable Mayor and City Council

From: Nathan Freeman, Director of Community and Economic Development CD Planning

Subject: SECOND READING AND ADOPTION OF ORDINANCE NOS. 26-2612 AND 26-2613, FINDING NO FURTHER ENVIRONMENTAL REVIEW UNDER CEQA IS REQUIRED PURSUANT TO CEQA GUIDELINES SECTION 15168 AND APPROVING THE DISTRICT AT SOUTH BAY SPECIFIC PLAN AMENDMENT (SPA NO. 00004-2026) AND AMENDED & RESTATED DEVELOPMENT AGREEMENT (DA NO. 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 (CITY COUNCIL)

I. SUMMARY

On September 1, 2026, under Item No. 22 of the City Council meeting agenda, following a duly noticed public hearing, the City Council voted 4-0 for introduction and first reading of Ordinance No. 26-2612 and Ordinance No. 26-2613 (Exhibit No's. 1 and 2). This item transmits a request for the City Council to conduct a Second Reading, by title only, and adopt Ordinance No. 26-2612 and Ordinance No. 26-2613.

II. RECOMMENDATION

TAKE the following actions:

1. CONDUCT a Second Reading by title only and with further reading waived, and ADOPT:
   - (1) Ordinance 26-2612, entitled "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
   - (2) Ordinance No. 26-2613, entitled "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
2. AUTHORIZE the Mayor to execute Development Agreement No. DA-0001-26, following approval as to form by the City Attorney.

III. ALTERNATIVES

TAKE any action the City Council deems appropriate that is consistent with the requirements of the law.

IV. BACKGROUND

On August 11, 2026, following a duly noticed public hearing, the Planning Commission adopted Planning Commission Resolution Nos. 26-2902 and 26-2903, recommending City Council approval of Development and Site Plan Review (DOR No. 00015-26), Amended Vesting Tentative Tract Map No. 83841 (TTM No. 00001-26), the CEQA Guidelines Section 15168 Consistency Memorandum dated July 2026, Specific Plan Amendment (SPA No. 00004-26) amending The District at South Bay Specific Plan, and an Amended & Restated Development Agreement (DA No. 00001-26). The Specific Plan Amendment and Amended & Restated Development Agreement are contained in proposed Ordinance No's. 26-2612 and 26-2613, respectively. The requested approvals would facilitate the development of five industrial buildings on an approximately 96-acre portion of a 157-acre site located at 20400 Main Street.

On September 1, 2026, following a duly noticed public hearing, the City Council adopted Resolution No. 26-102, approving Development and Site Plan Review (DOR No. 00015-26) and Amended Vesting Tentative Tract Map No. 83841 (TTM No. 00001-26), subject to conditions of approval. The City Council also introduced for first reading proposed Ordinance No's. 26-2612 and 26-2613, finding that no further environmental review under CEQA is required pursuant to CEQA Guidelines Section 15168 and approving Specific Plan Amendment (SPA No. 00004-26) and Amended & Restated Development Agreement No. DA-0001-26, respectively.

Note that Exhibits B, F and G to Amended & Restated Development Agreement No. DA-0001-26 are not currently attached in Exhibit 2 to this report but are deemed included and will be attached prior to execution of the documents if this item is approved as recommended. Exhibit B (Parcel Map No. 70372) and Exhibit F (2022 SEIR Mitigation Measures and 2022 SEIR Project Design Features) are remaining unchanged from the existing Development Agreement. Exhibit G is the project conditions of approval as approved by the City Council on September 1, 2026.

V. FISCAL IMPACT

See Amended and Restated Development Agreement contained in proposed Ordinance No. 26-2613.

VI. EXHIBITS

1. Ordinance No. 26-2612 for SPA No. 00004-26
2. Ordinance No. 26-2613 for Amended & Restated Development Agreement No. DA-0001-26

Attachments

1. Ordinance No. 26-2612 for SPA No. 00004-26
2. Ordinance No. 26-2613 for Amended & Restated DA No. 00001-26.pdf

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]

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:

Rand Paster Nelson LLP and The City of Carson

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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.



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.



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.



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.

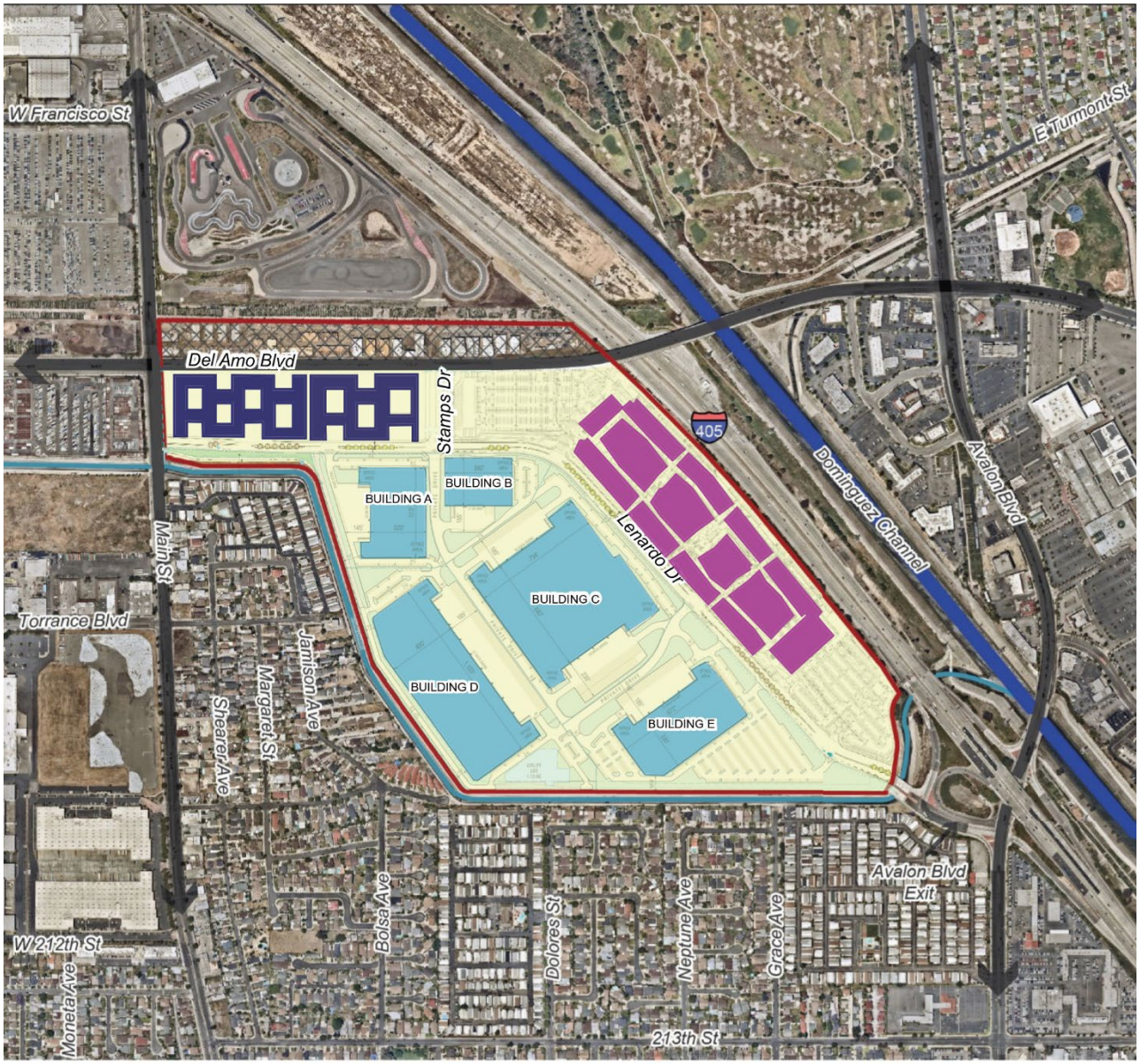
[b] PA1 is designated MU-M, which allows for residential or, with approval of an administrative permit and CEQA review as necessary, commercial uses.

[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.

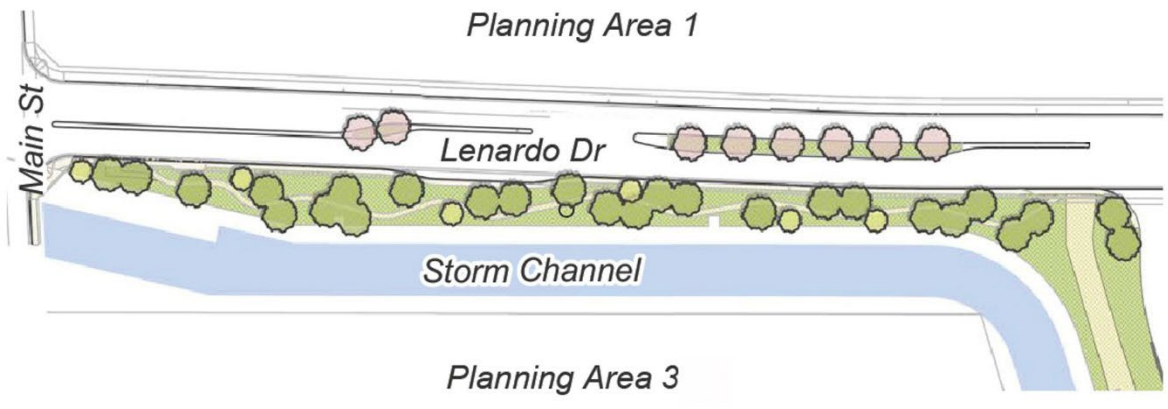
[f] Note that this area shall include the landfill gas collection and control system (LGCCS), groundwater extraction and treatment system (GETS), and Landfill Operations Center (LOC) are located on an approximately 1-acre lot (the "utility lot") in PA3 (refer to Figure 5.16, *Storm Drainage Concept*), adjacent to the Torrance Lateral.



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.

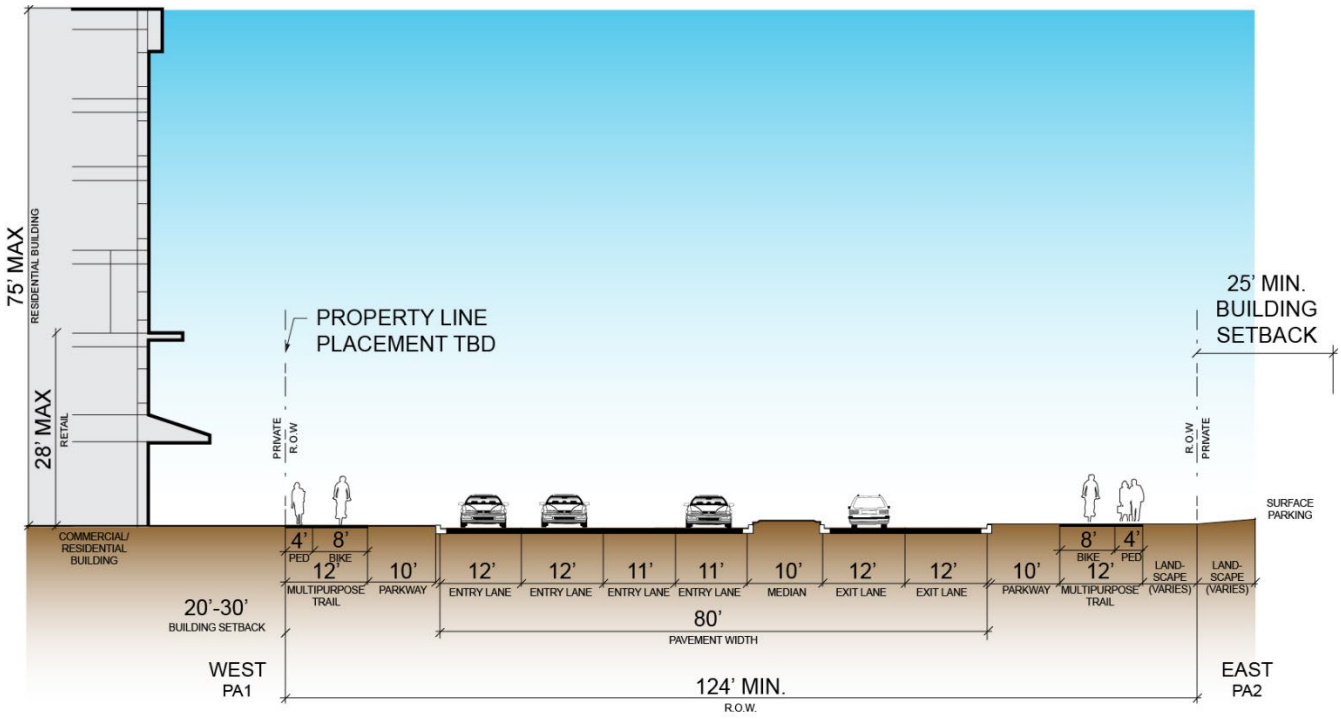
N

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

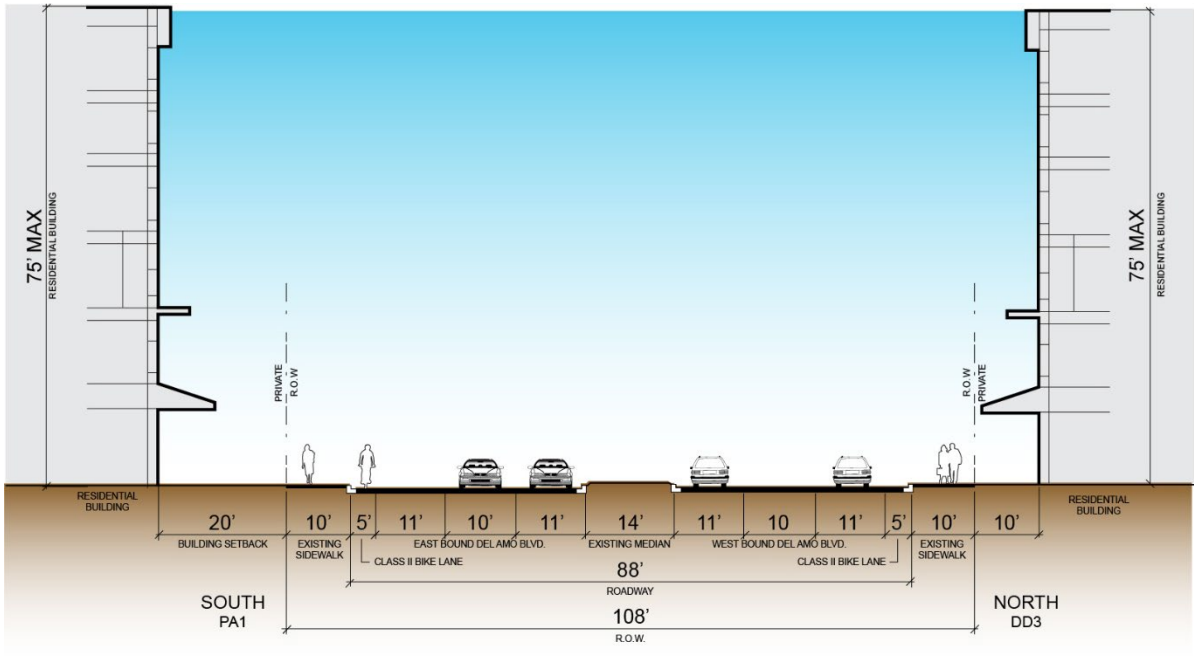


SOURCES: AO, ESA 2026

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.

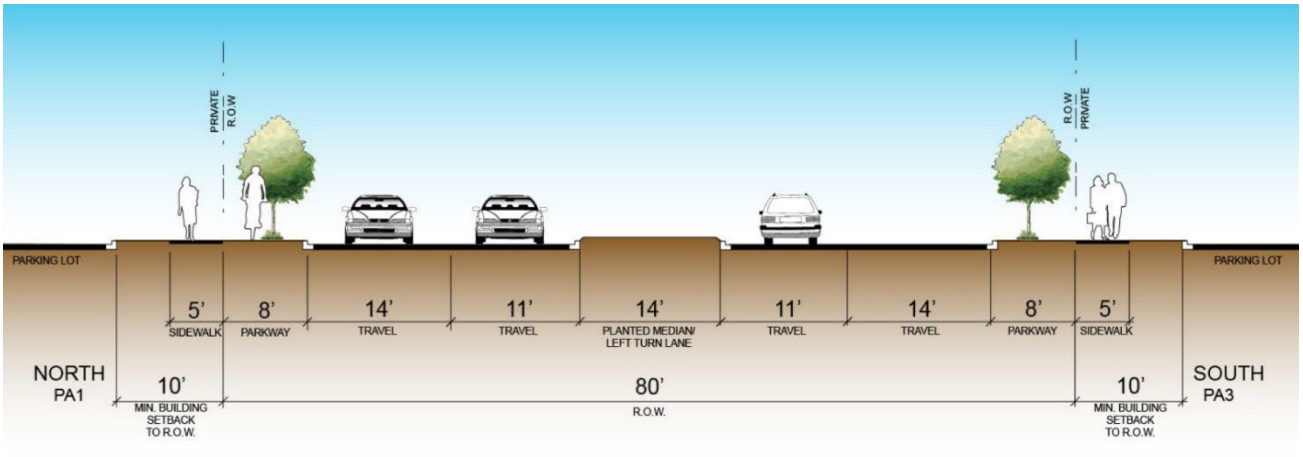
These street sections are a graphic representations of planning concepts. All graphics in this document are conceptual and should not be interpreted literally. Other solutions, locations, and/or concepts may be proposed and reviewed during site plan review and other permit and mapping processes.

Figure 5.3 Section A – Del Amo Entrance



SOURCES: AO, ESA 2026

Figure 5.4 Section B – Del Amo Boulevard

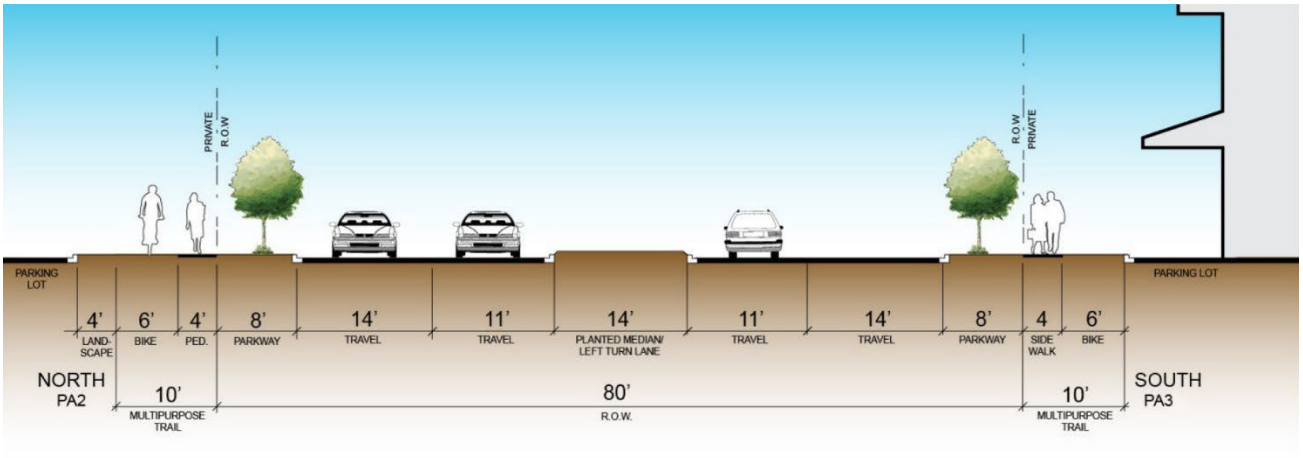


SOURCE: AO, ESA 2026

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

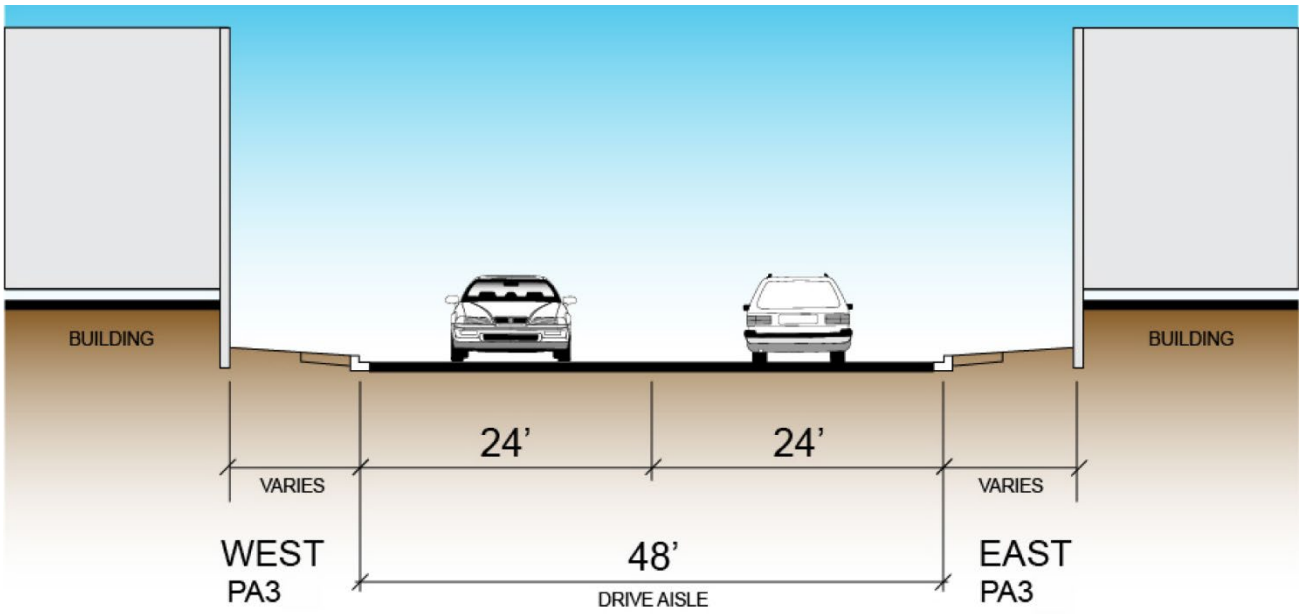


SOURCE: AO, ESA 2026

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.

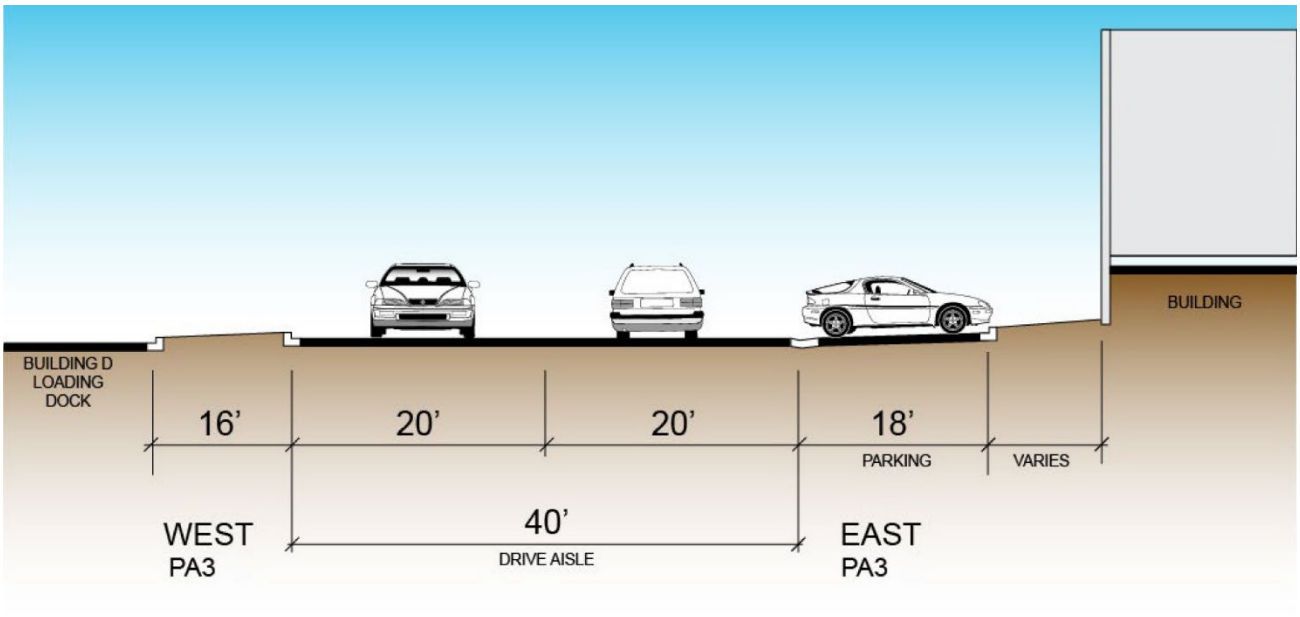
Figure 5.6 Section C2 – Lenardo Drive with Multipurpose Trail



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.

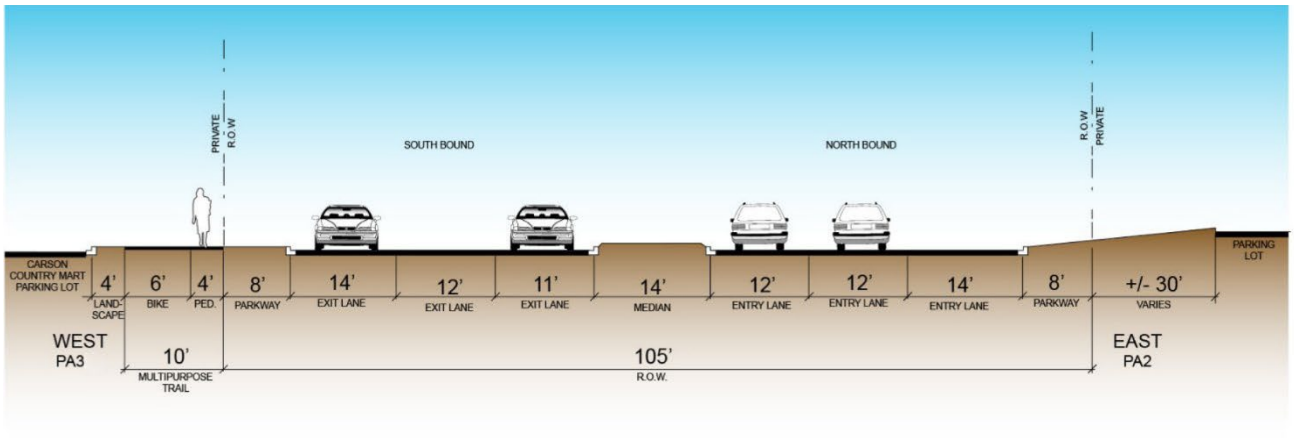
Figure 5.7 Section D1 – Private Drive without Parking



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

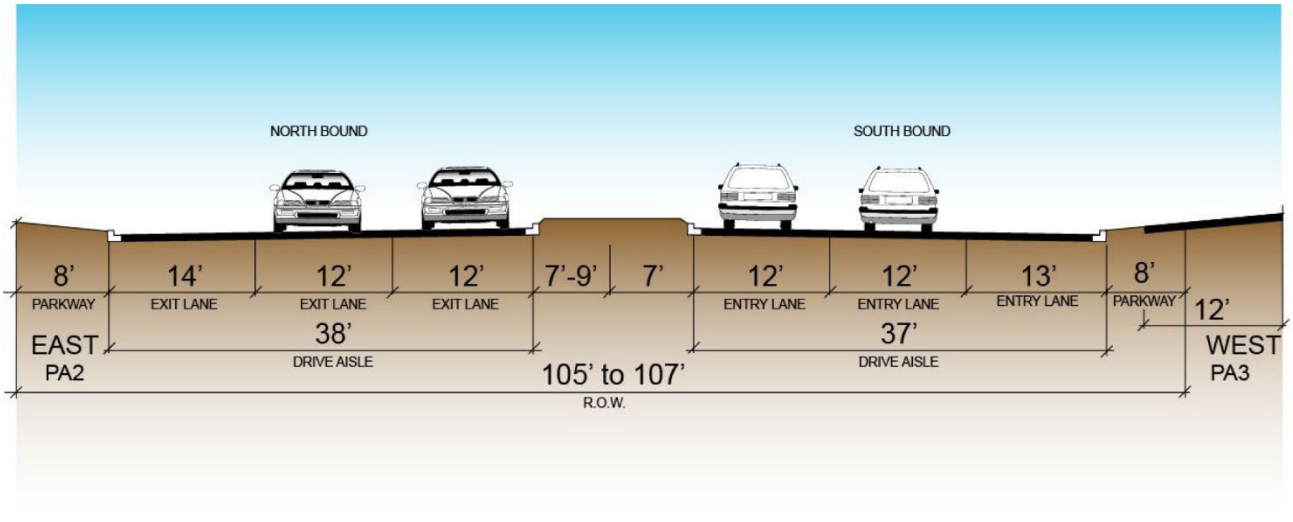


SOURCES: AO, ESA 2026

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.

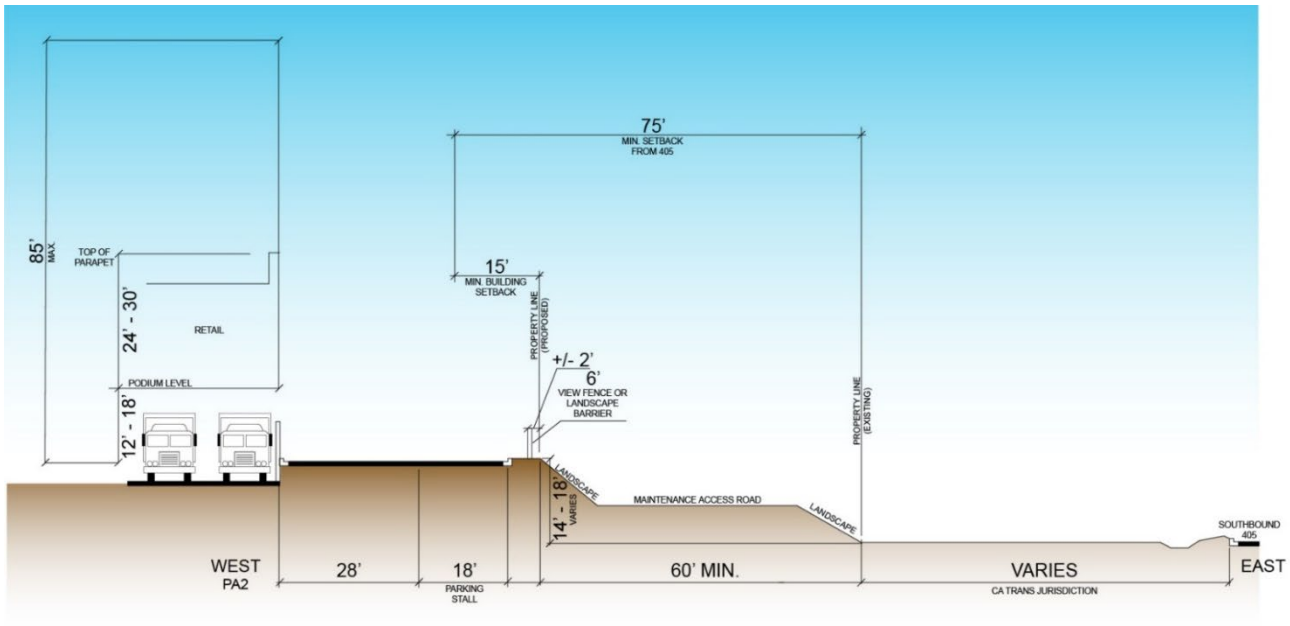
Figure 5.9 Section E1 – Lenardo Drive Entrance



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

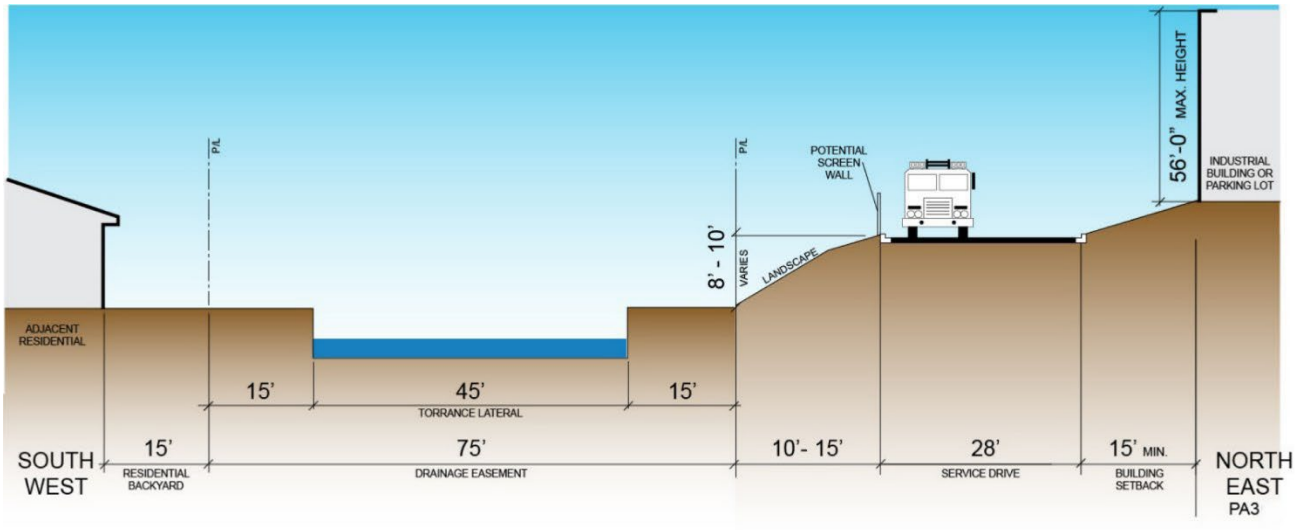


SOURCES: AO, ESA 2026

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.

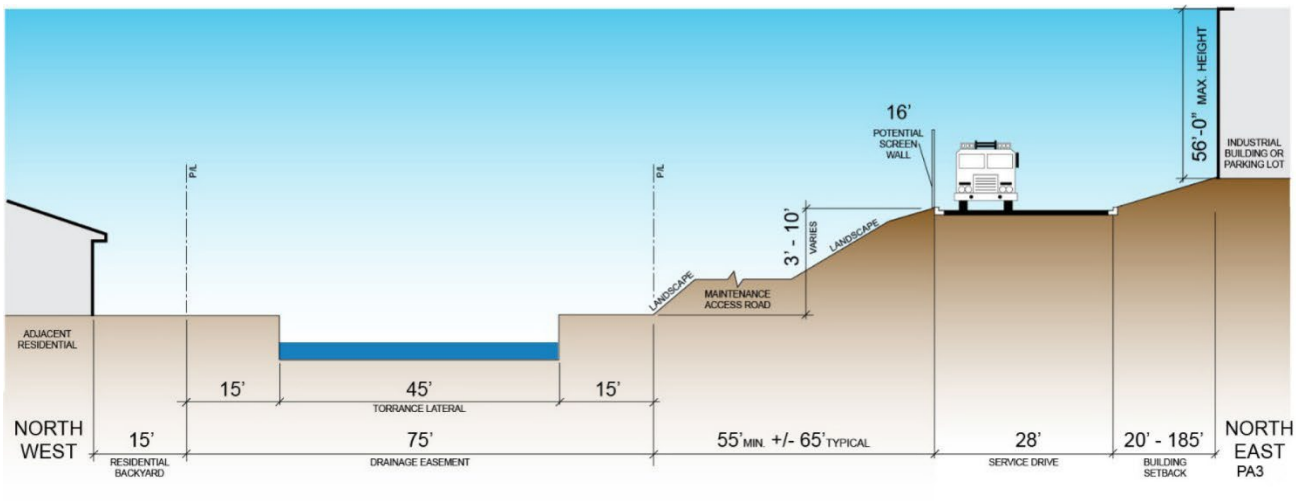
Figure 5.11 Section F – Freeway Edge (I-405 Freeway/Specific Plan Area Interface)



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.

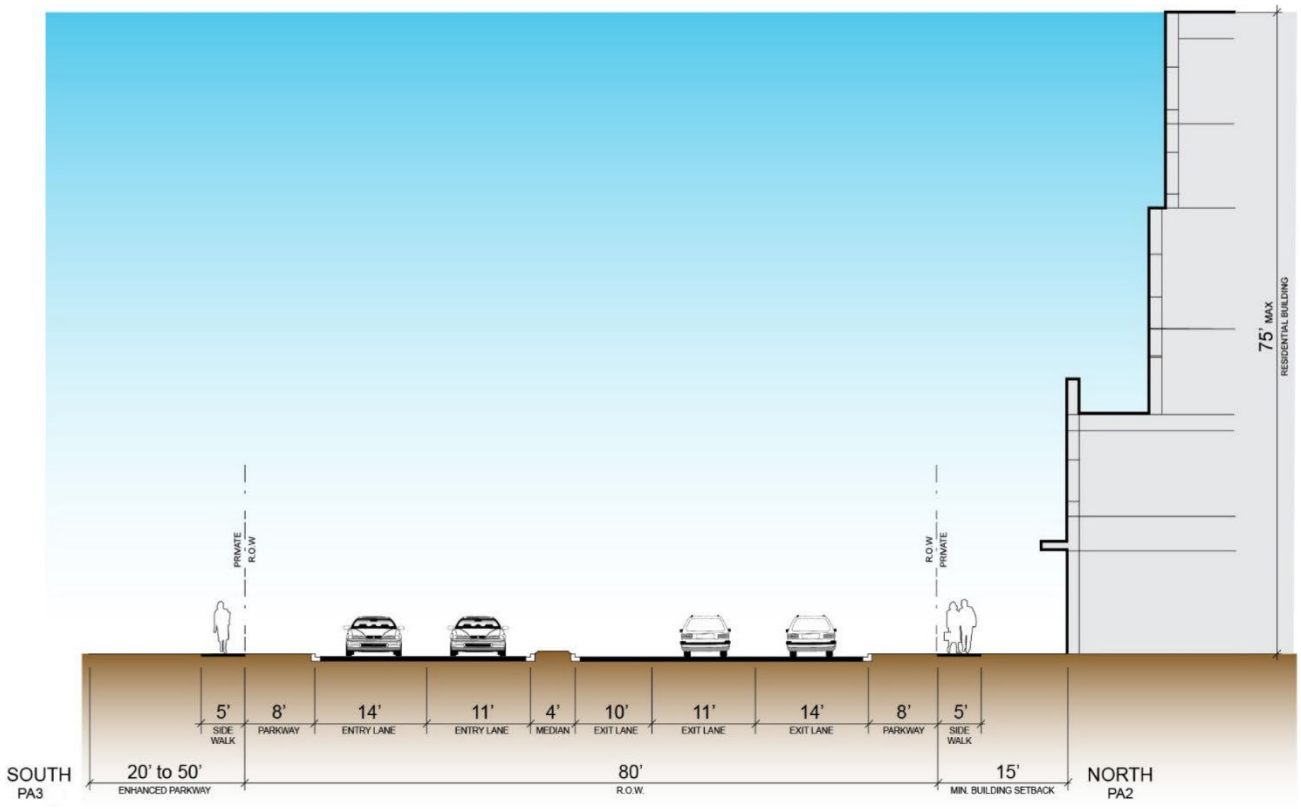
Figure 5.12 Section G1 – Channel-Adjacent Slope (Adjacent Residential/Specific Plan Area Interface – Condition 1)



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

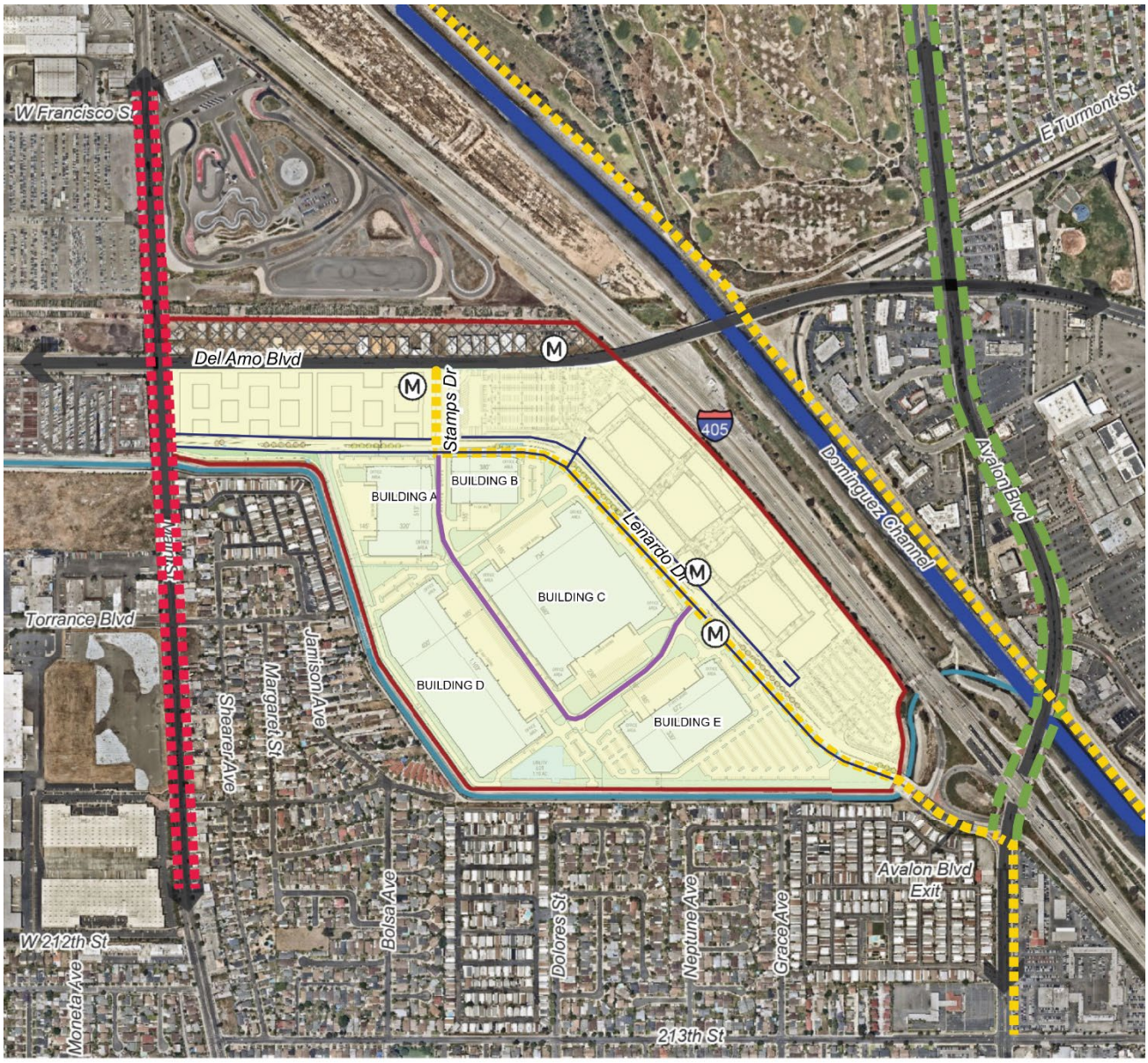
This Specific Plan intends to provide connectivity between the diverse uses within the Specific Plan Area for pedestrians and bicyclists. External bicycle access will be primarily from unbuffered bicycle lanes along Main Street and buffered and painted bike lanes on Del Amo Boulevard, while external 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.



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***.

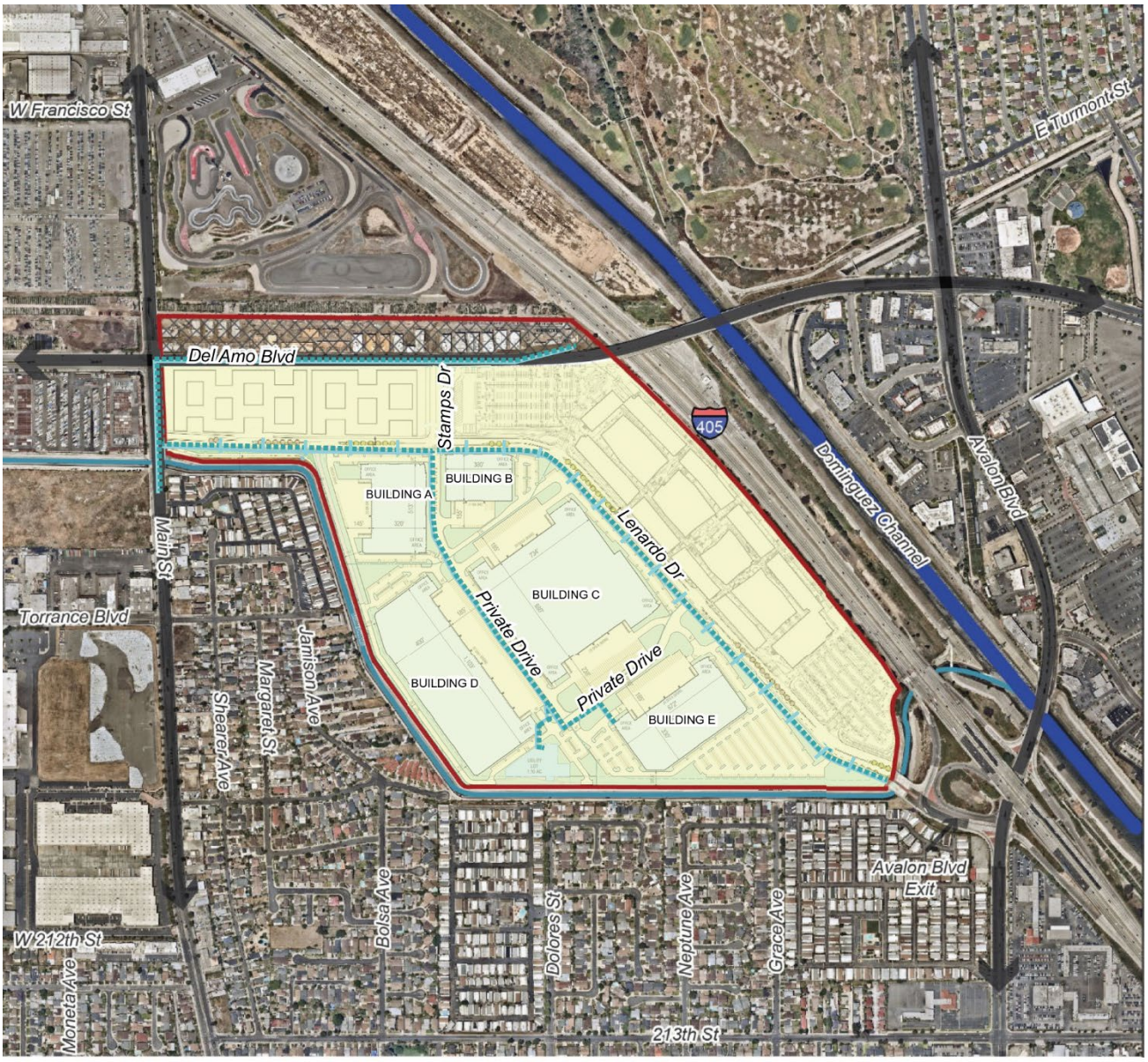
Water and sewer systems will generally remain in their current location in utility corridors. Easements will be granted for those portions of utility corridors that fall outside of public rights-of-way. The 157-Acre Site will be designed to avoid the placement of buildings over utility corridors, where feasible.



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



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 geotechnical 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.



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

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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 DD3	MU-M PA1	CM PA2	LI 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

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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

Topic	Mixed-Use Marketplace (MU-M)		Commercial Marketplace (CM)	Light Industrial (LI)	
	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:

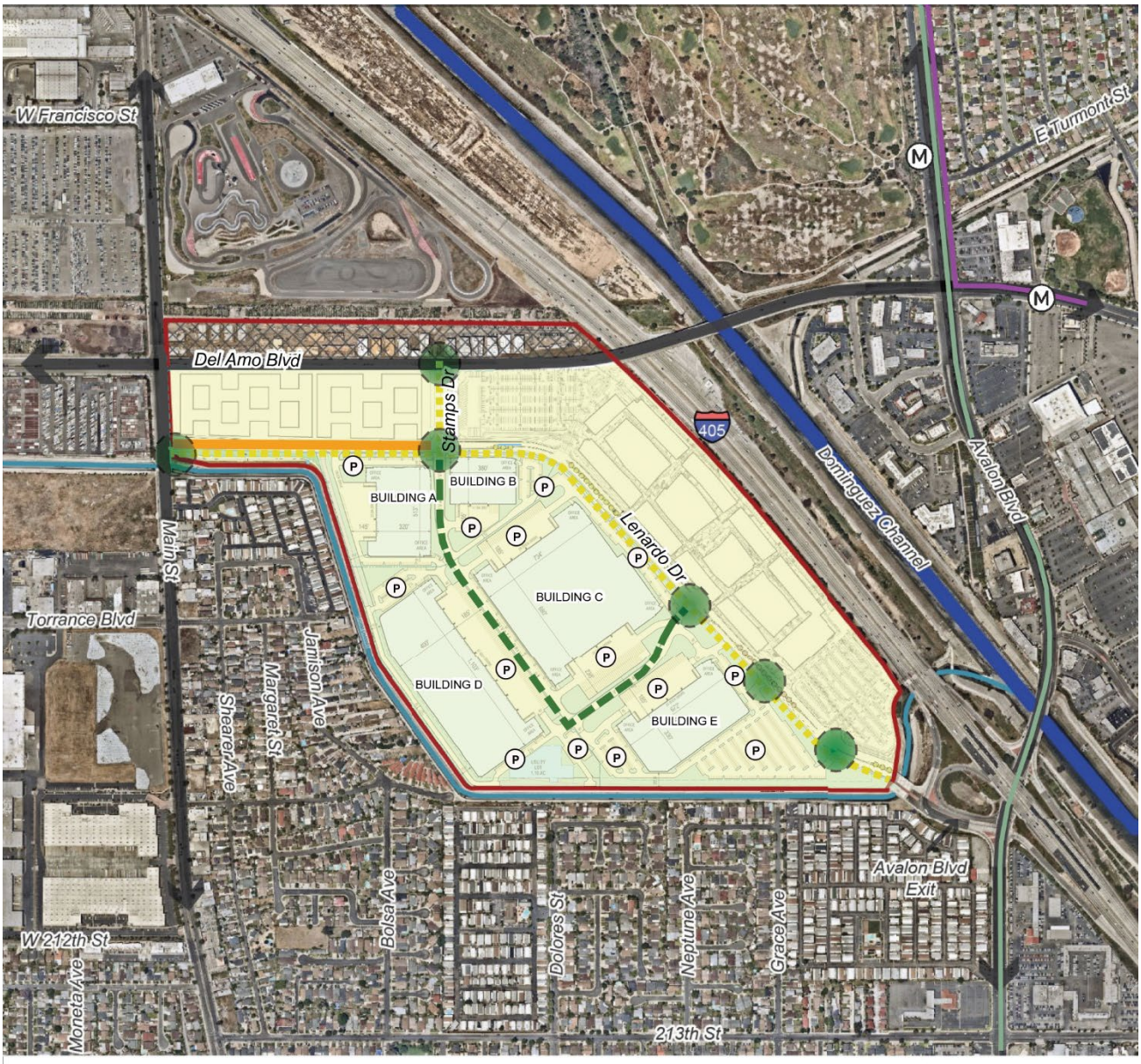
A. Landscape treatments, such as tree, shrub, and perennial plantings, shall be used to enhance intersection nodes, public rights-of-way, building fronts, pedestrian corridors, and common spaces.

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.



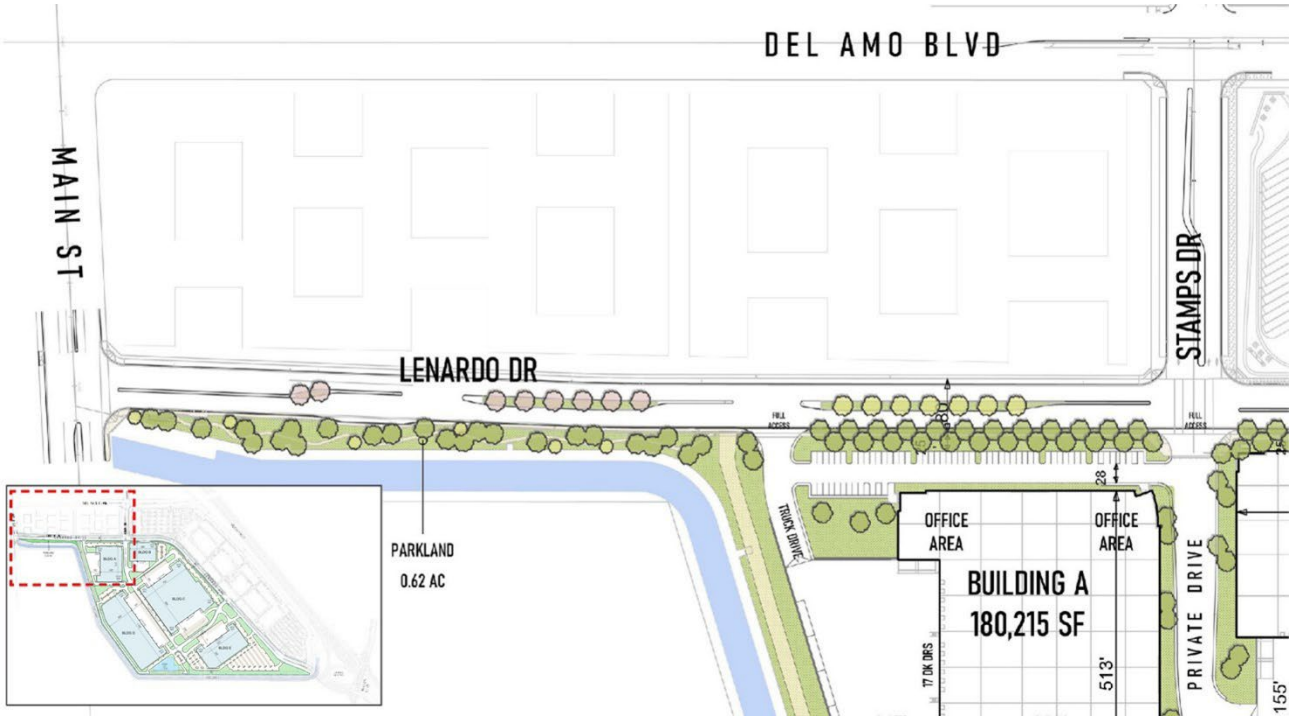
Note: this is a graphic representation of a planning concept. All graphics in this document are conceptual and should not be interpreted literally. Other solutions, locations and/or concepts may be proposed and reviewed during site plan review and other permit and mapping processes.

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)

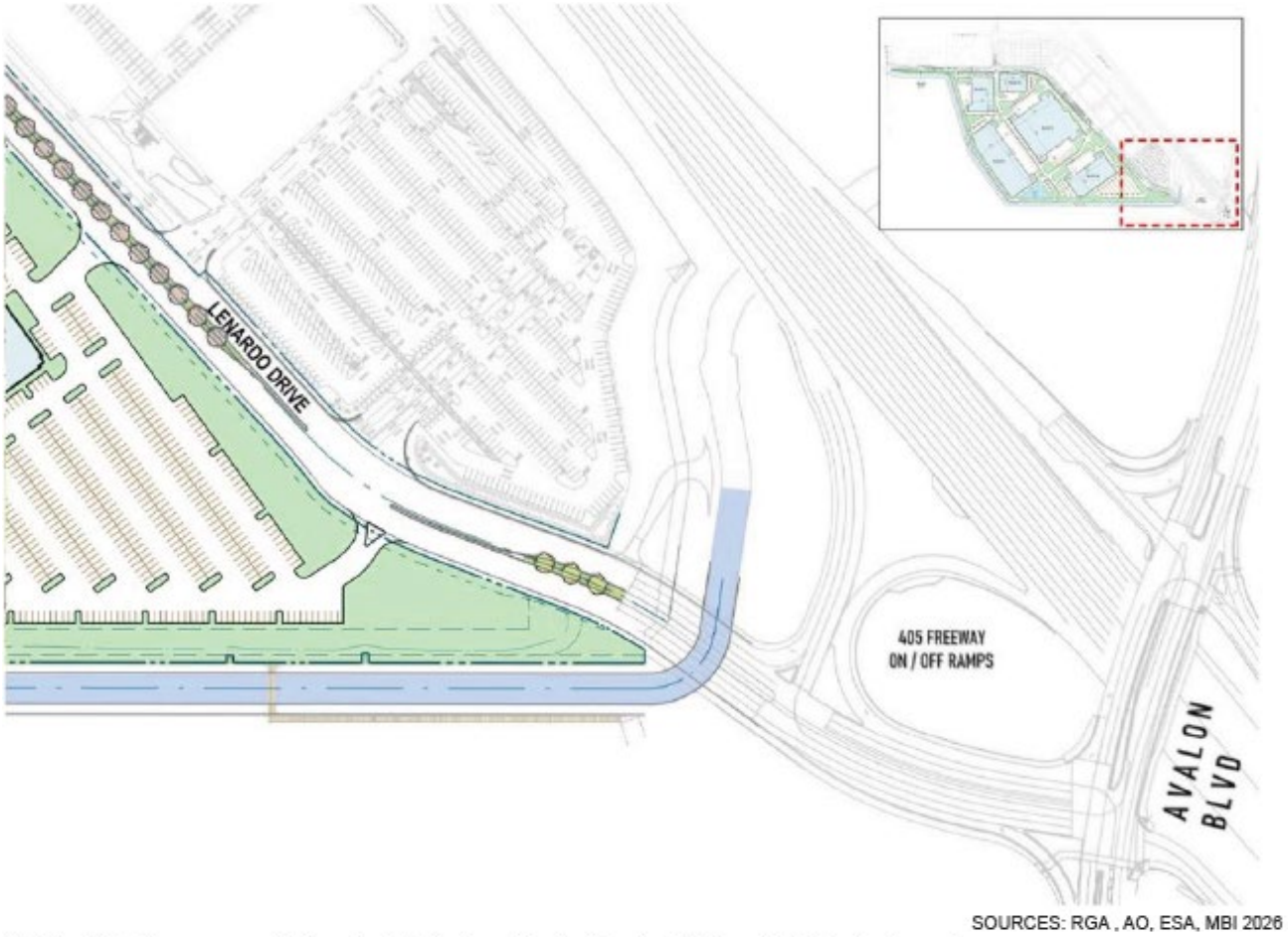


Figure 6.4 (Renumbered) Vehicular Entries Landscape Concept Theme: Lenardo Drive at Avalon Boulevard

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***).

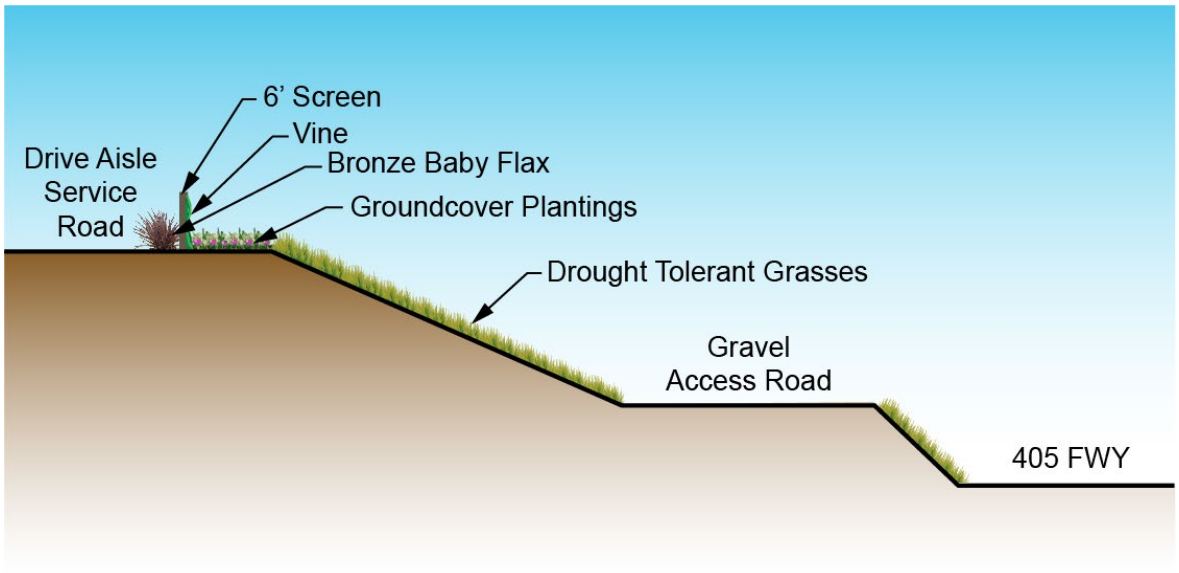
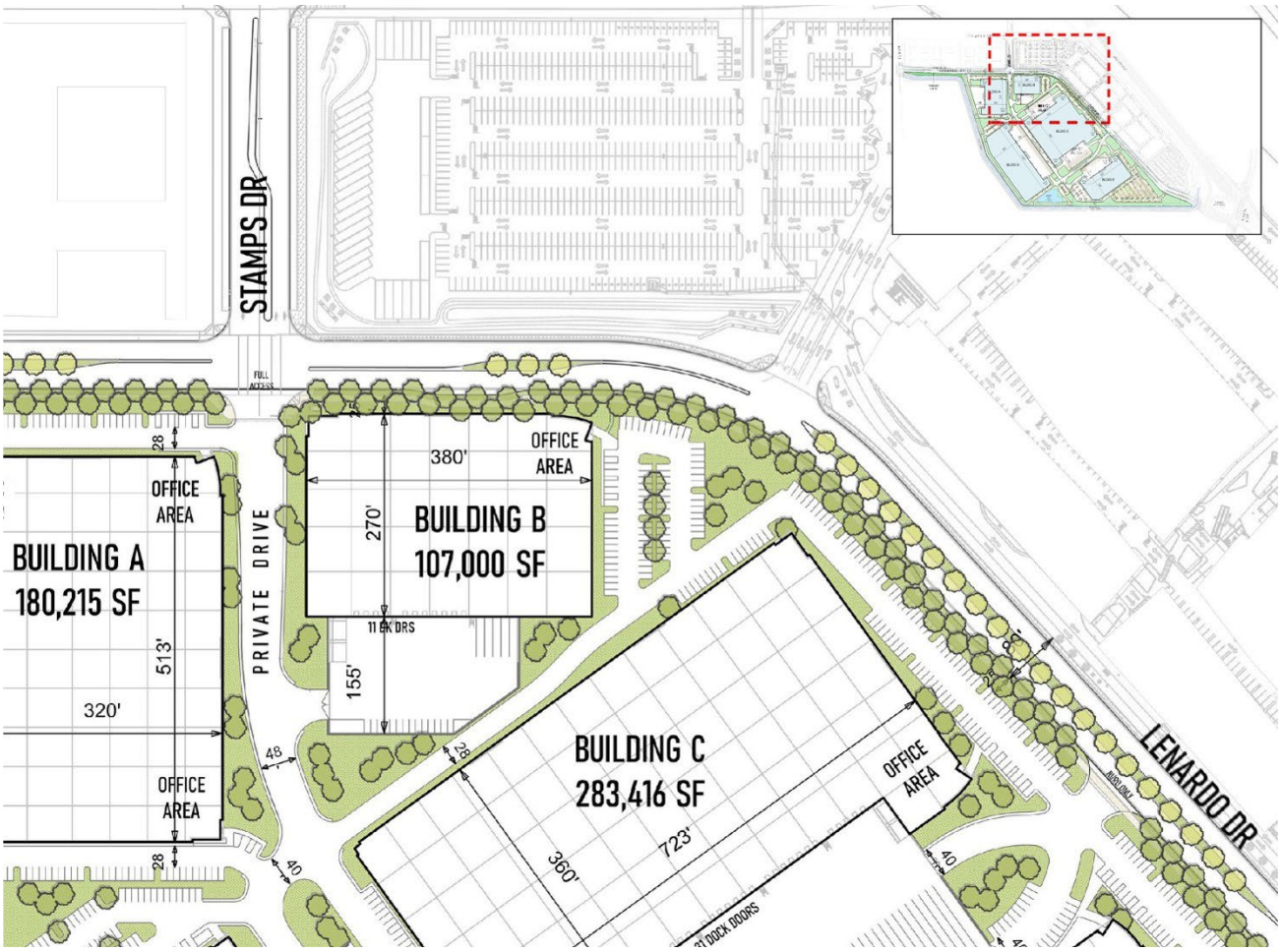


Figure 6.6 Conceptual Landscape for Freeway Edge

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.

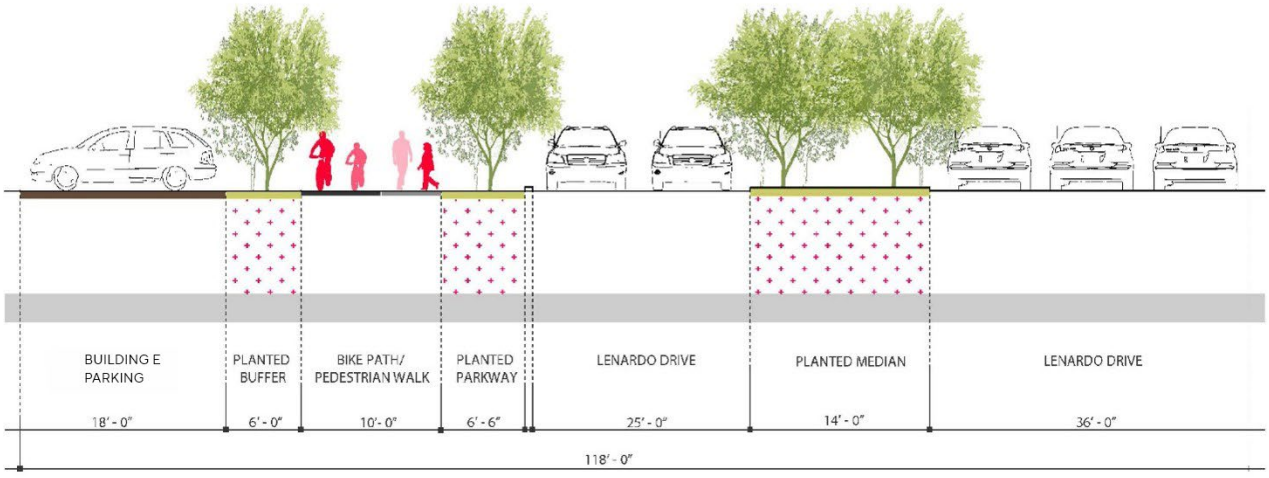


SOURCES: AO, OJB 2026

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

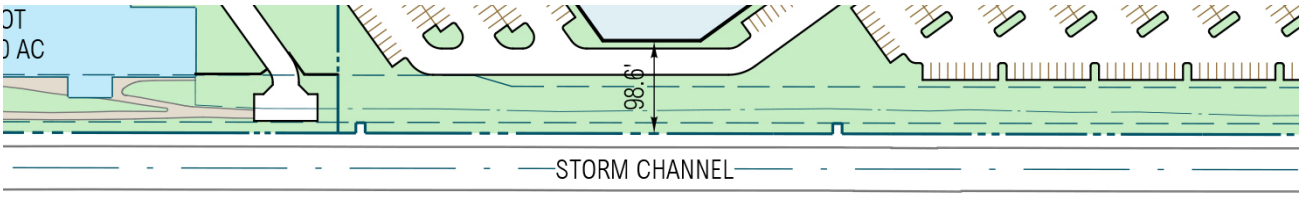
Parking structure facades (note this excludes Commercial – Elevated Podium, which is addressed below) should be designed with enhanced aesthetic treatments to soften the visual appearance of the structures. Enhanced aesthetic treatments may include but are not limited to: landscaping, signage, or special 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.

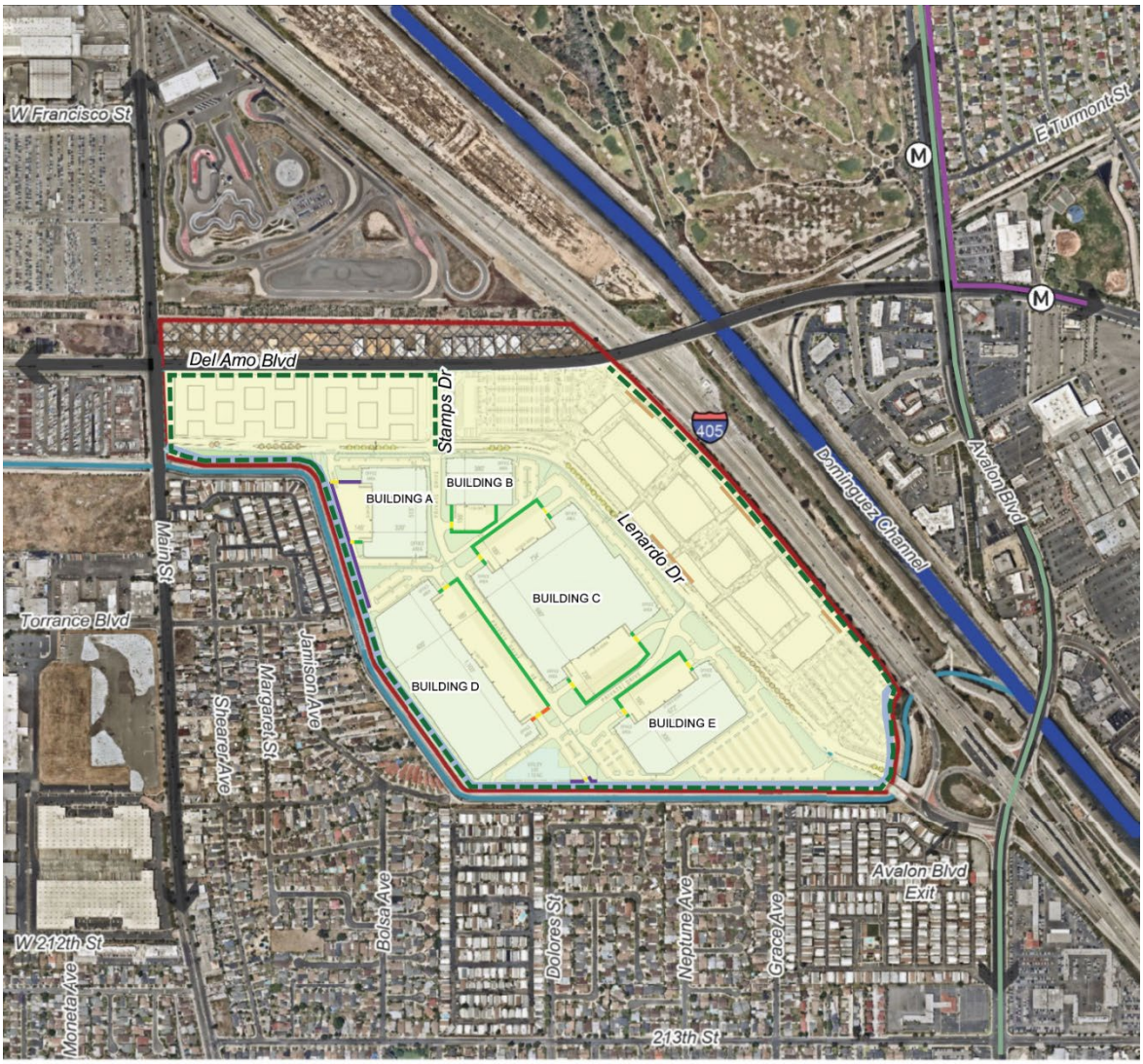
E. Any wall greater than 3 feet tall shall be screened with tall shrub planting, trees, or vines.

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.



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



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.

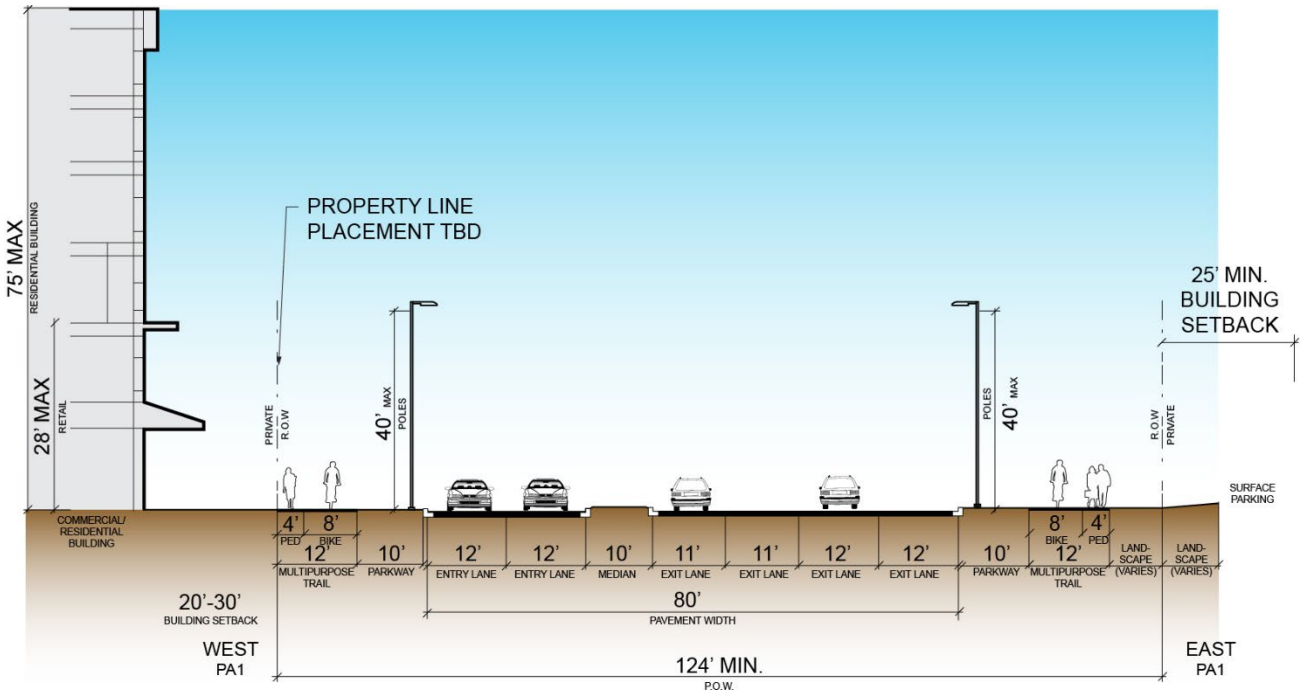
6.7.3 Site Lighting Exhibits

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.



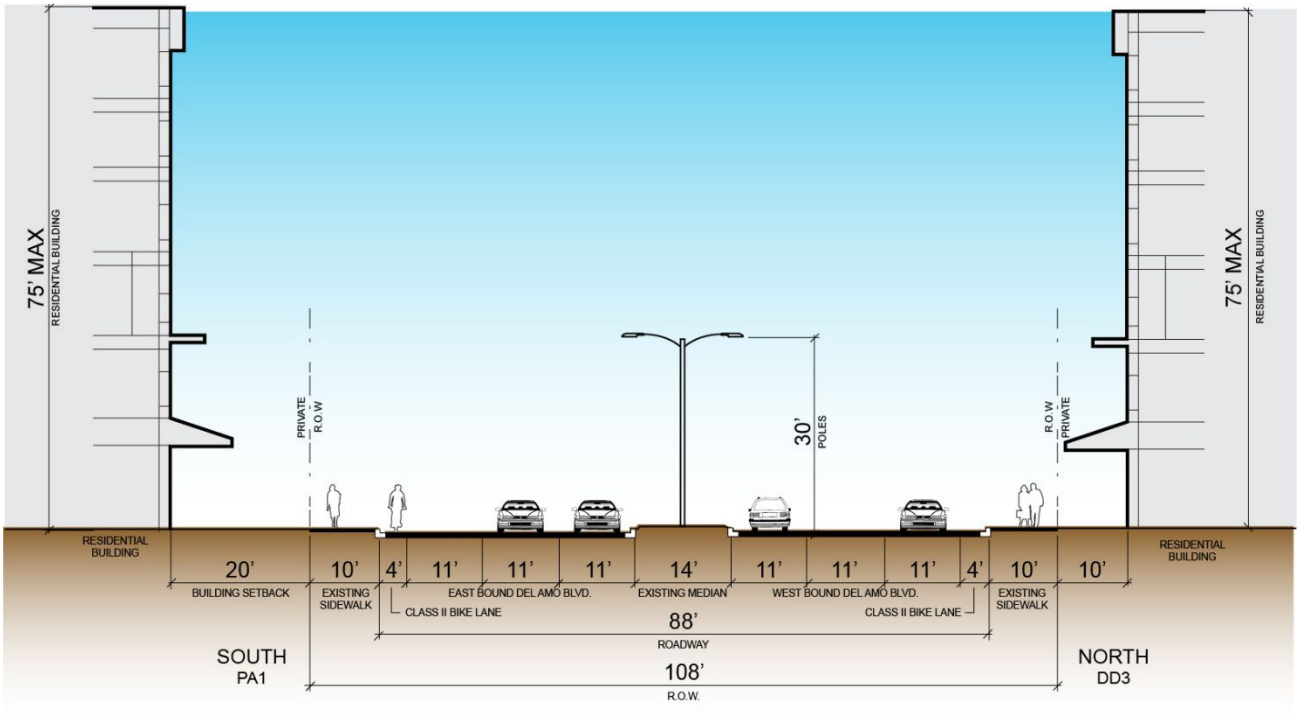
SOURCES: RGA, AO, ESA, MBI 2026

Figure 6.14 Conceptual Site Lighting Exhibit Key Map



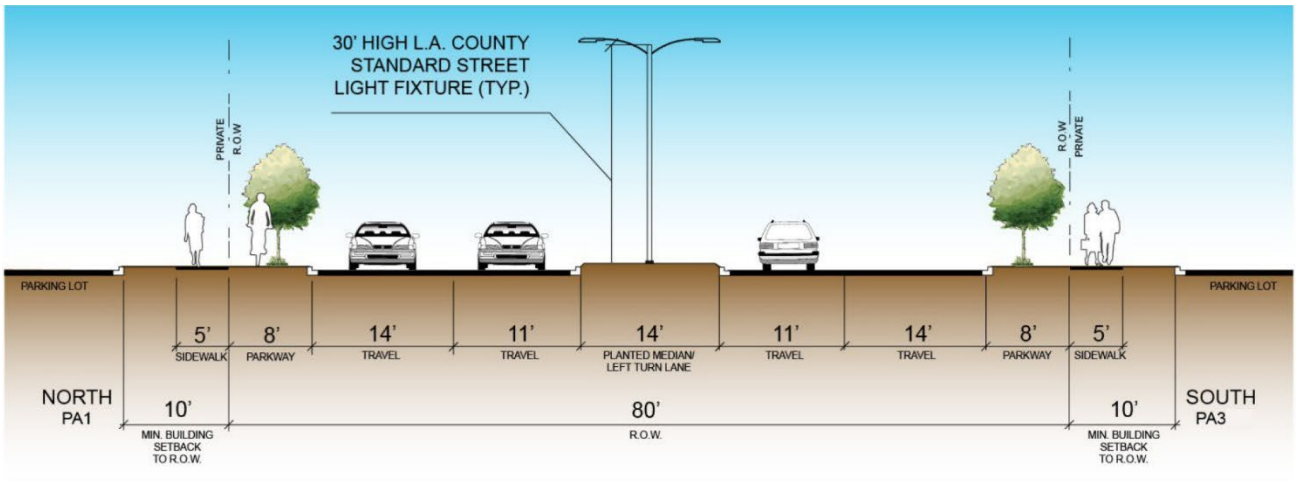
SOURCES: RGA, AO 2026

Figure 6.15 Section A – Del Amo Entrance along Stamps Drive Lighting



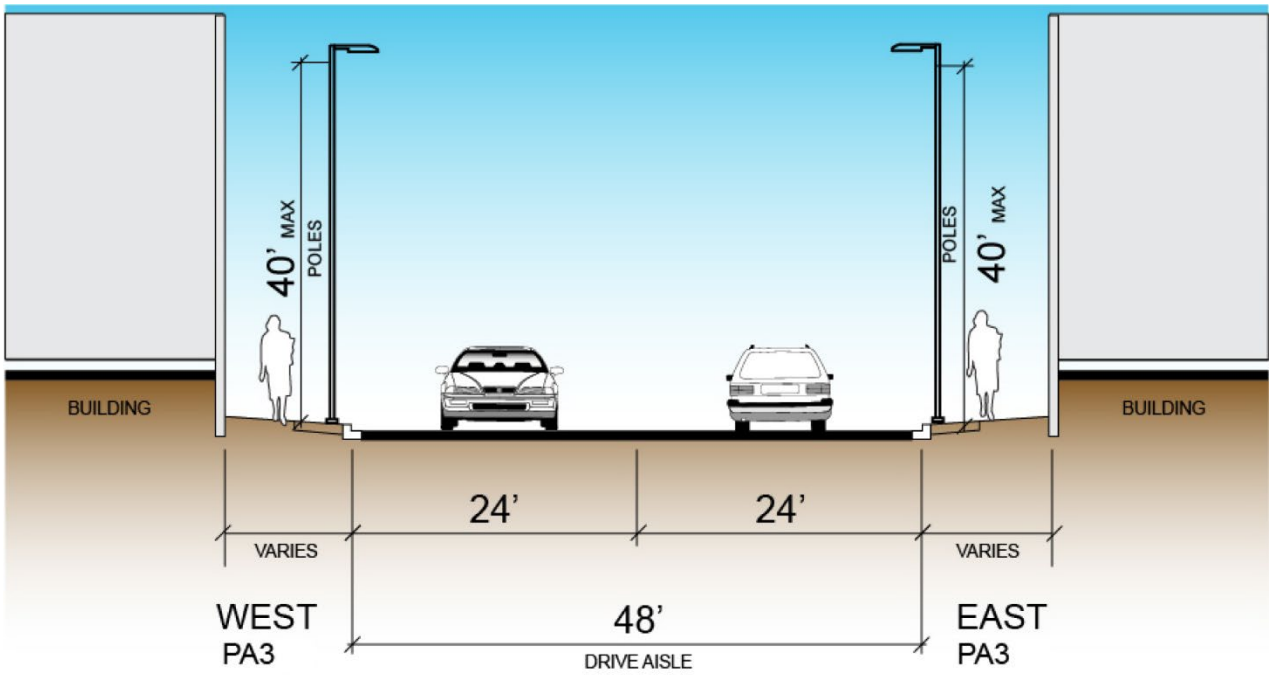
SOURCES: RGA, AO 2026

Figure 6.16 Section B – Del Amo Boulevard Lighting



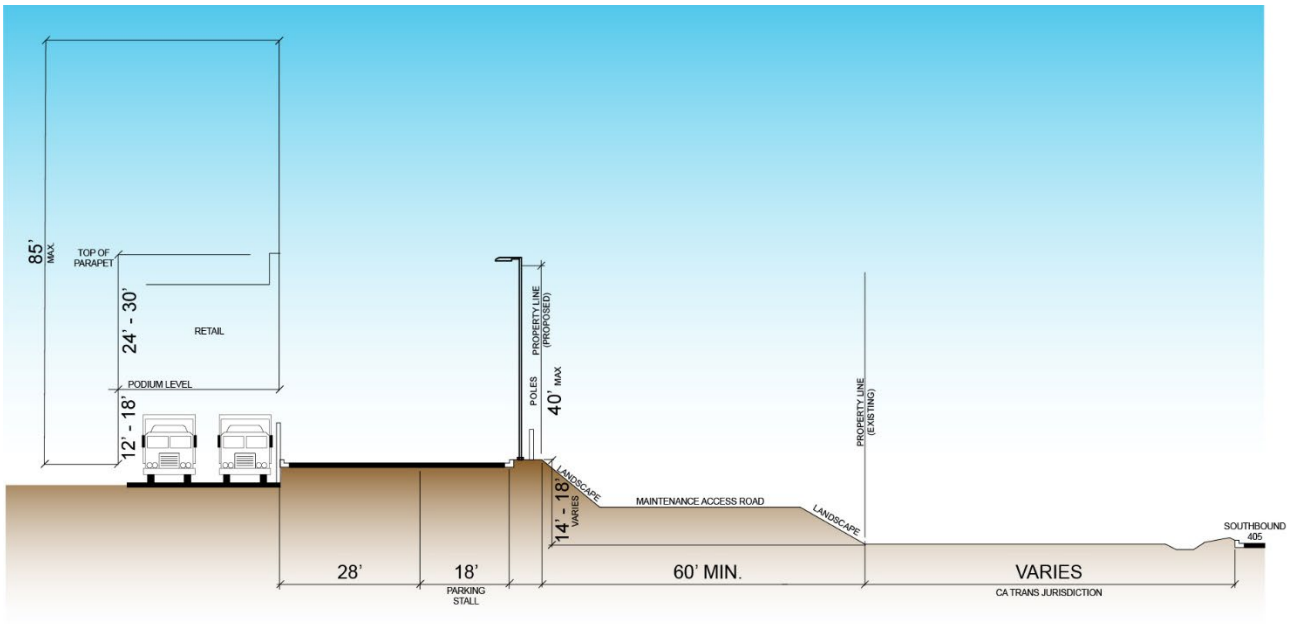
SOURCES: RGA, AO 2026

Figure 6.17 Section C – Typical Lenardo Drive Lighting



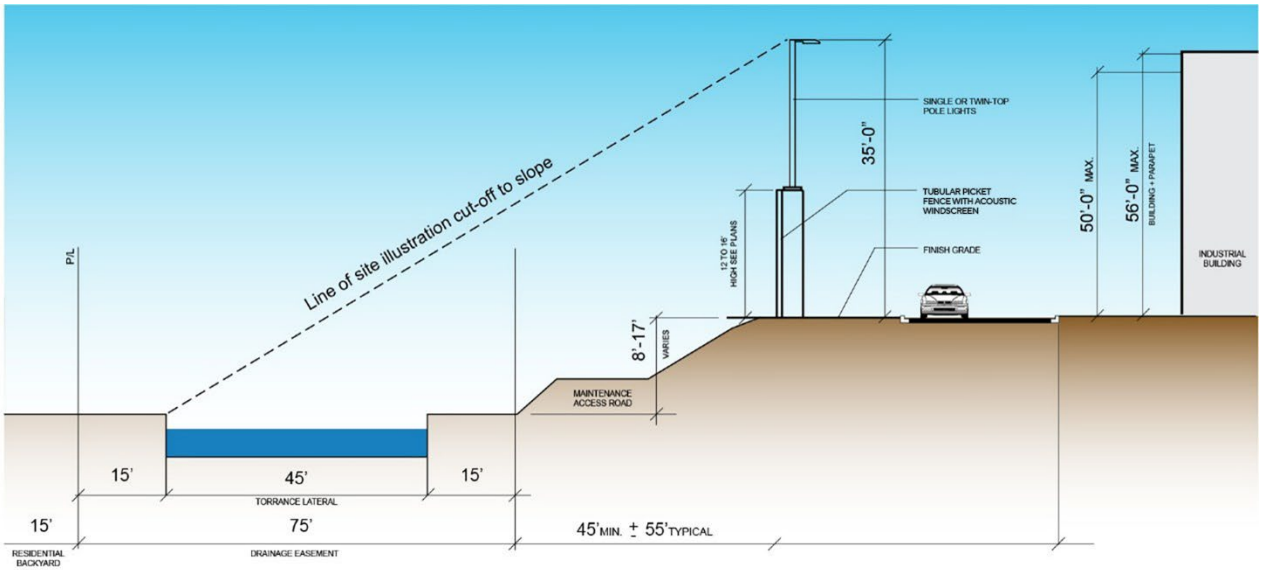
SOURCES: RGA, AO 2026

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

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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

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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.

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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

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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

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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

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]

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 "C" Project Site Plan
Exhibit "D" Scope of Development
Exhibit "E" Intentionally Omitted
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Exhibit "H" Intentionally Omitted
Exhibit "I" Intentionally Omitted
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

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)

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

(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.

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.

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

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

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):

(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.

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.

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

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).

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.

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.

(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.

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

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.

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.

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

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.

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).

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

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

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)

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

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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.

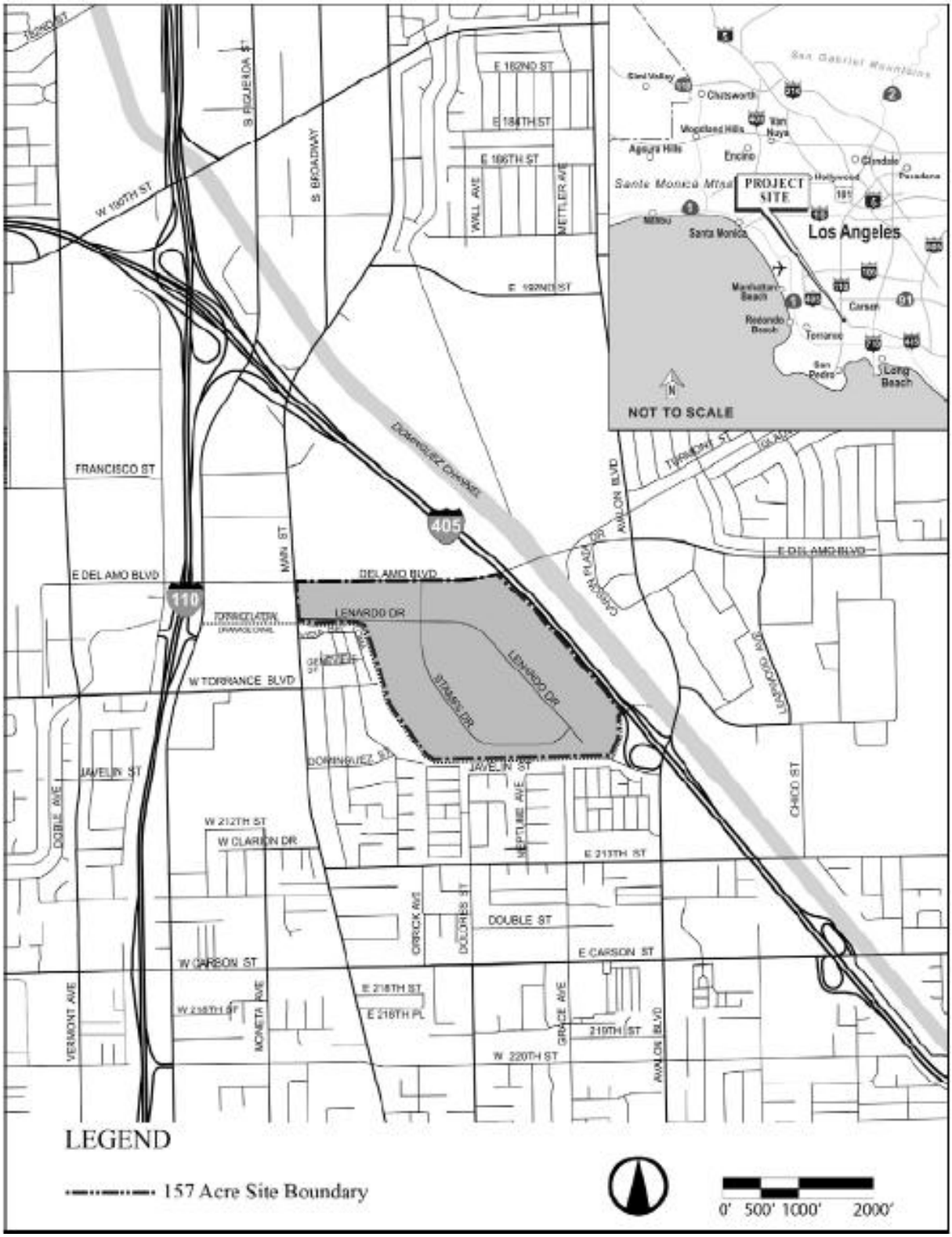
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

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 4
CELL 2
CELL 3
CELL 5
N
GRAPHIC SCALE
500
1,000
SCALE IN FEET

EXHIBIT B

Parcel Map No. 70372 (Surface Parcel and Subsurface Parcel)

[Attached]

EXHIBIT C

Project Site Plan

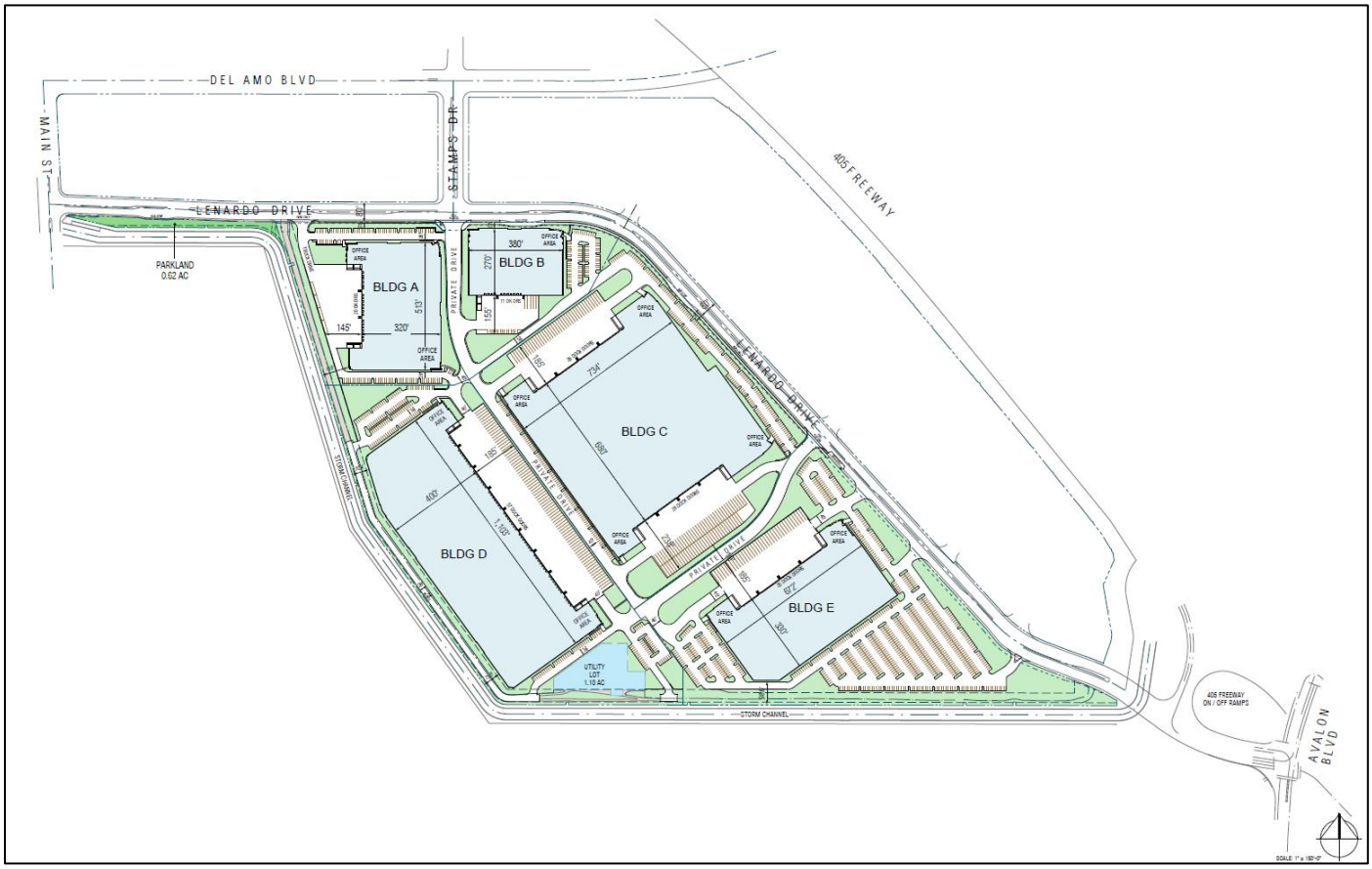


EXHIBIT D

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.