



**** Revised ****

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



Tuesday, July 7, 2026
701 East Carson Street
City Hall
5:00 PM

Lula Davis-Holmes, Mayor

Dr. Jawane Hilton, District 1 Councilmember

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

Jim Dear, District 2 Councilmember

Arleen Bocatija Rojas, District 4 Councilmember

Dr. Khaleah Bradshaw, City Clerk

Monica Cooper, City Treasurer

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

PUBLIC INFORMATION

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

PUBLIC VIEWING AVAILABLE BY:

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

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

- Email: Public comments can be emailed to cityclerk@carsonca.gov. The cut-off time to submit any email communications is 3:00 p.m. on the day of the meeting.
- Written: Written comments can be dropped off at the City Clerk's Office at City Hall. The cut-off time to submit any written communications is 3:00 p.m., on the day of the meeting. Written comments dropped off at the City Clerk's Office or any e-mail received will not be read aloud at Council Meeting but will be circulated to the City Council and incorporated into the record.

PUBLIC COMMENTS CAN BE MADE LIVE DURING ORAL COMMUNICATIONS PORTION OF THE AGENDA AT/VIA:

2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (CITY COUNCIL)
 - A closed session will be held, pursuant to Government Code Section 54956.9(d)(2) or (d)(3) and (e)(1), because there is a significant exposure to litigation in 3 case(s).
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(s) of such litigation is as follows: Lourdes Martinez v. City of Carson, et al., Los Angeles County Superior Court Case No. 24SCMCV0191; Valencia Haralson v. City of Carson, Los Angeles County Superior Court Case No. 25CMCV02211; Ruben Jaquez v. City of Carson, Los Angeles Superior Court Case No. 25CMCV00872; and Brittany Young v. City of Carson, Los Angeles County Superior Court Case No. 26CMCV01039.
4. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (CITY COUNCIL)
 - A closed session will be held, pursuant to Government Code Section 54956.9 (d)(4), because the City is considering whether to initiate litigation in 1 potential case.

RULES OF DECORUM:

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

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

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

REPORT ON CLOSED SESSION ACTIONS (CITY ATTORNEY)

INTRODUCTIONS (MAYOR) (Items 5-6)

5. REPORT FROM CAPTAIN NORMAN OF CARSON SHERIFF'S STATION
6. REPORT FROM ASSISTANT CHIEF KANE OF LOS ANGELES COUNTY FIRE

PRESENTATIONS (Items 7-14)

7. CERTIFICATE RECOGNIZING CLARA JOHNSON
8. JUNETEENTH CELEBRATION RECAP VIDEO
9. LA28 DAY OF SPORT RECAP VIDEO
10. PROCLAMATION RECOGNIZING PARKS AND RECREATION MONTH
11. PROCLAMATION RECOGNIZING AMERICAN INDEPENDENCE DAY AND THE 250TH ANNIVERSARY OF THE ADOPTION OF THE DECLARATION OF INDEPENDENCE ON JULY 4, 1776
12. PROCLAMATION RECOGNIZING FILIPINO AMERICAN FRIENDSHIP DAY / COMMUNITY FRIENDSHIP DAY
13. PROCLAMATION RECOGNIZING DISABILITY AWARENESS MONTH

14. RECOGNIZING CARSON CITY MANAGER, DAVID C. ROBERTS, JR., FOR BEING NAMED 2026 CITY MANAGER OF THE YEAR AND A TOP 10 CITY MANAGER BY GOV BUSINESS REVIEW

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 more than 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 15)

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

CONSENT (Items 16-29)

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.

16. CONSIDER MONTHLY INVESTMENT AND CASH REPORT FOR THE CITY OF CARSON, CARSON HOUSING AUTHORITY, CARSON SUCCESSOR AGENCY-MONTH ENDING MAY 31, 2026 (CITY COUNCIL)
RECOMMENDED ACTION
 - 1. RECEIVE and FILE this report.
17. CONSIDER RESOLUTION NO. 26-072, A RESOLUTION OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF \$7,342,014.76 DEMAND CHECK NUMBERS 185579 THROUGH 186024 (CITY COUNCIL)
RECOMMENDED ACTION
 - 1. WAIVE further reading and ADOPT Resolution No. 26-072, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON ALLOWING CLAIMS AND DEMANDS IN THE AMOUNT OF \$7,342,014.76 DEMAND CHECK NUMBERS 185579 THROUGH 186024."
18. CONSIDER CANCELING THE AUGUST 18, 2026, REGULAR CITY COUNCIL MEETING BY MINUTE ORDER (CITY COUNCIL)
RECOMMENDED ACTION
 - 1. APPROVE canceling the August 18, 2026, Regular City Council Meeting by minute order.
19. CONSIDER AN UPDATE ON CITY COMMISSIONS (CITY COUNCIL)
RECOMMENDED ACTION
 - 1. RECEIVE and FILE this report.

20. CONSIDER APPROVAL OF AMENDMENT NO. 2 TO THE AGREEMENT WITH CALIFORNIA CONSULTING, INC. FOR CITYWIDE PROFESSIONAL GRANT WRITING SERVICES (CITY COUNCIL)
RECOMMENDED ACTION
- 1. APPROVE Amendment No. 2 with California Consulting, Inc. to exercise the final one-year term extension and increase the contract consideration by \$66,000 (Exhibit 1; the “Amendment”); and,
 - 2. AUTHORIZE the Mayor to execute the Amendment, following approval as to form by the City Attorney.
21. CONSIDER TAKING A POSITION OF SUPPORT AND JOINING THE COALITION LED BY CALIFORNIA ASSOCIATION OF JOINT POWERS AUTHORITIES ADVOCATING FOR TORT REFORMS TO MINIMIZE LIABILITY AND RISK FOR PUBLIC AGENCIES (CITY COUNCIL)
RECOMMENDED ACTION
- 1. TAKE a position of SUPPORT and DIRECT staff to issue a statement confirming the City's support to join the coalition letter.
22. CONSIDER APPROVAL OF THE SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS BETWEEN VIRGINIA GARCIA, ISIDORA CALDERON, OSVALDO OSUNA AND CITY OF CARSON AND OMAR COLLINS
RECOMMENDED ACTION
- 1. APPROVE the Settlement Agreement and Release of All Claims between Plaintiffs Virginia Garcia, Isidora Calderon, and Osvaldo Osuna and City of Carson and Omar Collins;
 - 2. AUTHORIZE the Mayor to execute the Agreement.
23. CONSIDER APPROVAL OF NEW YORK LIFE INSURANCE POLICY PREMIUM RATE ADJUSTMENTS FOR RENEWAL EFFECTIVE JULY 1, 2026, FOR CONTINUED PROVISION OF BASIC LIFE, AD&D, VOLUNTARY LIFE, SHORT TERM DISABILITY AND LONG-TERM DISABILITY BENEFITS TO CITY EMPLOYEES AND EMPLOYEE ASSISTANCE AND WELLNESS PROGRAMS (CITY COUNCIL)
RECOMMENDED ACTION
- 1. APPROVE the premium rate adjustments set forth in the renewal letter for the New York Life policies for Basic Life, Accidental Death and Dismemberment (AD&D), Voluntary Life Insurance, Short Term Disability and Long-Term Disability benefits effective July 1, 2026, with a rate guarantee for 24 months.
24. CONSIDER APPROVAL OF AMENDMENT NO. 1 TO THE CONTRACT SERVICES AGREEMENT WITH MARIPOSA LANDSCAPES INC. FOR CONTINUED LANDSCAPE MEDIAN MAINTENANCE SERVICES THROUGH AUGUST 7, 2026, TO ENSURE SERVICE CONTINUITY PENDING COMPLETION OF THE CITY'S COMPETITIVE PROCUREMENT PROCESS AND AWARD OF A NEW LONG-TERM AGREEMENT (CITY COUNCIL)
RECOMMENDED ACTION
- 1. APPROVE the proposed Amendment No. 1 to the Contract Services Agreement with Mariposa Landscapes, Inc. for continued landscape median maintenance services through August 7, 2026, increasing the contract amount by \$86,349, for a revised total not-to-exceed contract amount of \$951,645, thereby providing sufficient funding to complete the initial three-year term of the Agreement; and,
 - 2. AUTHORIZE the Mayor to execute the proposed Amendment No. 1 to the Agreement with Mariposa Landscapes, Inc., in a form approved by the City Attorney.

25. CONSIDER APPROVAL OF AMENDMENT NO. 1 TO THE CONTRACT SERVICES AGREEMENT WITH SWAYZER CORPORATION FOR CONTINUED LANDSCAPE MEDIAN MAINTENANCE SERVICES THROUGH AUGUST 1, 2026, TO ENSURE SERVICE CONTINUITY PENDING COMPLETION OF THE CITY'S COMPETITIVE PROCUREMENT PROCESS AND AWARD OF A NEW LONG-TERM AGREEMENT (CITY COUNCIL)

RECOMMENDED ACTION

- 1. APPROVE the proposed Amendment No. 1 to the Contract Services Agreement with Swayzer Corporation for continued landscape median maintenance services through August 1, 2026, increasing the contract amount by \$51,712, for a revised total not-to-exceed contract amount of \$768,472, thereby providing sufficient funding to complete the initial three-year term of the Agreement; and,
- 2. AUTHORIZE the Mayor to execute the proposed Amendment No. 1 to the Agreement with Swayzer Corporation, in a form approved by the City Attorney.

26. CONSIDER ADOPTING RESOLUTION NO. 26-070, RESCINDING AND SUPERSEDING RESOLUTION NO. 26-052 TO REVISE THE FISCAL YEAR 2026-2027 SENATE BILL 1 (SB 1) PROJECT LIST FOR ROAD MAINTENANCE AND REHABILITATION FUNDING UNDER THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017, AND CONSIDER ADOPTING RESOLUTION NO. 26-071 AMENDING THE FISCAL YEAR 2026-2027 BUDGET IN THE GENERAL FUND, SPECIAL REVENUE FUNDS, ENTERPRISE FUNDS, AND CAPITAL IMPROVEMENT PROGRAM (CIP) FUND TO REALLOCATE SB 1 FUNDING TO PROJECT NO. PW1608, MARTIN LUTHER KING JR. STREET REHABILITATION PROJECT (CITY COUNCIL)

RECOMMENDED ACTION

- 1. WAIVE further reading and ADOPT Resolution No. 26-070, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2026-2027 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017"; and
- 2. WAIVE further reading and ADOPT Resolution No. 26-071, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON AMENDING THE FISCAL YEAR 2026-2027 BUDGET IN THE GENERAL FUND, SPECIAL REVENUE FUNDS, ENTERPRISE FUNDS, AND THE CAPITAL IMPROVEMENT PROGRAM (CIP) FUND," reallocating the previously approved \$6,200,000 in SB 1 funds to Project No. PW1608, Martin Luther King Jr. Street Rehabilitation Project; and,
- 3. AMEND the Fiscal Year 2026-2027 Capital Improvement Program (CIP) Plan to reflect the revised SB 1 project funding allocation.

27. CONSIDERATION OF AN EASEMENT AGREEMENT WITH BSREP III DOMINGUEZ LLC FOR THE ACCEPTANCE OF A SIDEWALK EASEMENT AT 2001 E. DOMINGUEZ STREET TO FACILITATE PUBLIC SIDEWALK IMPROVEMENTS (CITY COUNCIL)

RECOMMENDED ACTION

- 1. ACCEPT and APPROVE the proposed Easement Agreement with BSREP III for a 390 sq. ft easement area to accommodate public sidewalk improvements and related purposes; and,
- 2. AUTHORIZE the City Manager to execute the proposed Easement Agreement and take all actions necessary to cause the agreement to be recorded with the Los Angeles County Recorder's Office.

28. CONSIDER ADOPTION OF RESOLUTION NO. 26-034, APPROVING FUNDING AGREEMENT BETWEEN THE COUNTY OF LOS ANGELES AND THE CITY OF CARSON FOR PROJECT NO. 1688: TRAFFIC SIGNAL SYNCHRONIZATION (TSSP) - AVALON BOULEVARD FROM 126TH STREET TO SEPULVEDA BOULEVARD AND CONSIDER ADOPTION OF RESOLUTION NO. 26-069, AMENDING THE FISCAL YEAR 2026–27 BUDGET IN THE GENERAL FUND, SPECIAL REVENUE FUNDS, ENTERPRISE FUNDS, AND THE CAPITAL IMPROVEMENT PROGRAM (CIP) FUND (CITY COUNCIL)
RECOMMENDED ACTION
- 1. WAIVE further reading and ADOPT Resolution No. 26-034 "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, APPROVING FUNDING AGREEMENT BETWEEN THE COUNTY OF LOS ANGELES AND THE CITY OF CARSON FOR PROJECT NO. 1688: TRAFFIC SIGNAL SYNCHRONIZATION (TSSP) - AVALON BOULEVARD FROM 126TH STREET TO SEPULVEDA BOULEVARD"; and,
 - 2. AUTHORIZE the Mayor to execute the proposed Funding Agreement between the City and the County of Los Angeles, following approval as to form by the City Attorney; and,
 - 3. AUTHORIZE the Mayor to sign the proposed Letter of No Obligation between the City, the County of Los Angeles, and the Los Angeles Department of Water and Power; and,
 - 4. WAIVE further reading and ADOPT Resolution No. 26-069, "A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2026-27 BUDGET IN THE GENERAL FUND, SPECIAL REVENUE FUNDS, ENTERPRISE FUNDS, AND THE CAPITAL IMPROVEMENT PROGRAM (CIP) FUND", adding the additional \$492,800 Proposition C funds; and,
 - 5. AMEND the FY26-27 CIP Plan to reflect the update to the project funding.
29. REVIEW THE AMENDED AND RESTATED FISCAL YEAR 2026/27 BUDGETS FOR CITY-WIDE SPECIAL EVENTS/FUND 244 AND COMMUNITY SERVICES SPECIAL EVENT/FUND 101 (CITY COUNCIL)
RECOMMENDED ACTION
- 1. RECEIVE and FILE the report.

SPECIAL ORDERS OF THE DAY

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

DISCUSSION (Items 30-32)

30. CONSIDER AN UPDATE ON CITY PROJECTS (CITY COUNCIL)
RECOMMENDED ACTION
- 1. DISCUSS this report.
31. CONSIDER ADOPTION OF RESOLUTION NO. 26-073, RATIFYING DEVELOPMENT IMPACT FEE (DIF) CREDITS FOR THE ENVISION CARSON MIXED-USE PROJECT (CITY COUNCIL)
RECOMMENDED ACTION
- 1. WAIVE further reading and ADOPT Resolution No. 26-073, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA RATIFYING DEVELOPMENT IMPACT FEE (DIF) CREDITS IN THE AMOUNT OF \$3,652,660.62 ASSOCIATED WITH THE DEMOLITION OF THE FORMER IMPERIAL AVALON MOBILE ESTATES FOR THE ENVISION CARSON MIXED-USE PROJECT AND AUTHORIZING APPLICATION OF THOSE CREDITS TO THE CURRENT DEVELOPMENT IMPACT FEE INVOICE FOR LOTS 1 AND 3."

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

33. CONSIDER SECOND READING AND ADOPTION OF ORDINANCE NO. 26-2610 ADDING CHAPTER 4 (MORATORIUM ON ROADWAY PAVEMENT CUTS) TO ARTICLE II (STREETS) OF THE CARSON MUNICIPAL CODE TO IMPOSE MORATORIUM ON ROADWAY PAVEMENT CUTS (CITY COUNCIL)
- RECOMMENDED ACTION
- 1. CONDUCT a Second Reading by title only and with further reading waived, and ADOPT Ordinance No. 26-2010, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, ADDING CHAPTER 4 (MORATORIUM ON ROADWAY PAVEMENT CUTS) TO ARTICLE II (STREETS) OF THE CARSON MUNICIPAL CODE TO IMPOSE MORATORIUM ON ROADWAY PAVEMENT CUTS."

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: July 7, 2026



File #:

Version:

Report to City Council, Successor Agency, and Housing Authority

Tuesday, July 7, 2026, 5:00 PM

APPROVAL OF MINUTES 15.

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 - JUNE 16, 2026 (REGULAR)

I. SUMMARY

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

- Tuesday, June 16, 2026 (Regular)

II. RECOMMENDATION

APPROVE the minutes as listed.

III. ALTERNATIVES

None.

IV. BACKGROUND

None.

V. FISCAL IMPACT

None.

VI. EXHIBITS

1. Minutes, June 16, 2026 (Regular)

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

Attachments

[Minutes - CC Reg Mtg 06-16-26.pdf](#)



CITY OF CARSON

MINUTES

CARSON CITY COUNCIL/ SUCCESSOR AGENCY/HOUSING AUTHORITY REGULAR MEETING

TUESDAY, JUNE 16, 2026, 5:00 P.M.

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

The meeting was called to order at 5:02 P.M. by Mayor for the Day Gian Peji in the Helen Kawagoe Council Chambers, Carson City Hall, located at 701 E. Carson Street, Carson, California 90745.

ROLL CALL (CITY CLERK)

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

Council Members/Agency Members/Authority Board Members Present:

Mayor/Agency Chairman/Authority Chairman Lula Davis-Holmes

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

Council Member/Agency Member/Authority Board Member Jim Dear

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

Council Member/Agency Member/Authority Board Member Arleen Rojas

Also Present:

Monica Cooper, City/Agency/Authority Treasurer; Sunny Soltani, City/Agency/Authority Attorney; David C. Roberts, Jr., City Manager; Dr. Robert Lennox, Assistant City Manager; Michael Whittiker, Jr., Director of Community Services; Dr. Arlington Rodgers, Jr., Director of Public Works; Gary Carter, Director of Information Technology and Security; Nora Garcia, Director of Public Safety and Emergency Management; William Jefferson, Director of Finance; Nathan Freeman, Director of

Community and Economic Development; Thomas Toman, Deputy City Manager; Armine Chaparyan, Deputy City Manager; Michael George, Government Affairs Officer; and Kourtney Cullors, Chief Deputy City Clerk

FLAG SALUTE

Gian Peji, Mayor for the Day, led the Pledge of Allegiance.

INVOCATION (Item 1)

1. PASTOR MONETTE ESGUERRA FROM THE NEW AND LIVING WAY CHRISTIAN CHURCH

Pastor Raul Andres gave the invocation on behalf of Pastor Monette Esguerra.

CLOSED SESSION (Items 2-4)

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

— A closed session will be held, pursuant to Government Code Section 54956.9(d)(1), to confer with legal counsel regarding pending litigation to which the City of Carson is a party. The title of such litigation is as follows: Jason Cotcher v. City of Carson, WCAB No. ADJ11301772.

ACTION: No reportable action was taken.

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

— A closed session will be held, pursuant to Government Code Section 54956.9(d)(1), to confer with legal counsel regarding existing litigation to which the City of Carson is a party. The title of such litigation is as follows: Russell Patten, et al. v. City of Carson, et al. Los Angeles County Superior Court Case No. 21STCV46786.

ACTION: No reportable action was taken.

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

— A closed session will be held, pursuant to Government Code Section 54956.9(d)(2) or (d)(3) and (e)(1), because there is a significant exposure to litigation in one case.

ACTION: Did not consider Item No. 4.

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

None.

ANNOUNCEMENT OF CLOSED SESSION ITEMS (CITY ATTORNEY)

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

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

This item was heard after Item No. 8.

The meeting was recessed at 5:11 P.M. by Mayor/Agency Chairman/Authority Chairman Davis-Holmes to Closed Session.

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

RULES OF DECORUM:

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

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

The meeting was reconvened at 6:06 P.M. by Mayor/Agency Chairman/Authority Chairman Davis-Holmes with all members previously noted present.

REPORT ON CLOSED SESSION ACTIONS (CITY ATTORNEY)

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

INTRODUCTIONS (MAYOR) (Item 5)

5. REPORT FROM CAPTAIN NORMAN OF CARSON SHERIFF'S STATION- 6:39 PM

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

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

Captain Norman introduced Sergeant Vitogiannis, Deputy Lopez, Deputy Guzman, Deputy Choi, and Deputy Perez who are assigned to the Summer Enforcement Team.

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

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

Council Member/Agency Member/Authority Board Member, Dr. Hilton asked about the fireworks enforcement. Captain Norman responded to his question.

Council Member/Agency Member/Authority Board Member Rojas asked about the use of drone for investigative enforcement purposes for the fireworks this year. Director Garcia responded to her question.

PRESENTATIONS (Items 6-12)

6. STATE OF CALIFORNIA LEGISLATIVE UPDATE FROM JASON GONSALVES, JOE A. GONSALVES & SON

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

Jason Gonsalves gave the State of California Legislative Update.

(Council Member/Agency Member/Authority Board Member, Dr. Hilton exited the meeting at 6:23 P.M. and reentered the meeting at 6:24 P.M.)

City/Agency/Authority Attorney Soltani thanked Jason Gonsalves for his work.

Council Member/Agency Member/Authority Board Member Dear asked the status of legislation regarding the American with Disabilities Act (ADA) Law and scam-like lawsuits targeting small businesses. Jason Gonsalves stated he would provide an update when available.

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Hicks, Sr. referred to the Alameda Corridor Highway located in the city and goods movement. He asked if there are any discussions regarding the logistics. Jason Gonsalves stated he would check with the California Transportation Commission (CTC), California Department of Transportation (Caltrans), and any legislative activity.

Council Member/Agency Member/Authority Board Member, Dr. Hilton referred to the Weingart Project and asked if there is legislation or discussions in support of more local control regarding the unhoused community. John Gonsalves responded to his question.

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

7. FEDERAL LEGISLATIVE UPDATE FROM JAYSON BRAUDE, KILEY & ASSOCIATES

Jayson Braude gave a Federal Legislative Update via Zoom.

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

Council Member/Agency Member/Authority Board Member, Dr. Hilton referred to the U.S. Department of Housing and Urban Development (HUD) cut in homeless funding and asked how does that affect local communities. Jayson Braude responded to his question.

Council Member/Agency Member/Authority Board Member Dear noted constituent complaints about the Torrance Airport. Jayson Braude stated he would offer assistance.

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Hicks, Sr. stated the Federal Aviation Administration (FAA) needs to be contacted. The flights leaving Long Beach Airport has increased tremendously. There is concern trying to get the noise reduction window replacement in place for flight pattern. The same was done for LAX near the Century Boulevard area and requested to start the process again. Jayson Braude responded to his request.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes and Council Member/Agency Member/Authority Board Member Rojas thanked Jayson Braude for his work.

8. CERTIFICATE RECOGNIZING GIAN PEJI AS MAYOR OF THE DAY

Item No. 8 was heard after Announcement of Closed Session Items.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes presented a Certificate of Recognition to Gian Peji as Mayor of the Day. He offered comments and words of gratitude.

9. PROCLAMATION RECOGNIZING LUPUS AWARENESS MONTH

Item No. 9 was heard after Item No. 5.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes introduced Renata J. Turner and recognized her for her leadership. Council Member/Agency Member/Authority Board Member, Dr. Hilton read and presented her a Proclamation Recognizing Lupus Awareness Month. She offered comments and words of gratitude.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes recognized Senior Council Aide Keichun Graves for her support.

(Council Member/Agency Member/Authority Board Member, Dr. Hilton exited the meeting at 6:57 P.M.)

10. RECAP VIDEO FROM THE CITY OF CARSON'S PARTICIPATION AT THE INTERNATIONAL COUNCIL OF SHOPPING CENTERS (ICSC) CONFERENCE IN MAY 2026

City Manager Roberts, Jr. thanked the Economic Development Department - Director Freeman, Economic Development Manager Christopher Palmer, Innovation and Business Liaison LaToya Butler, and Administrative Specialist Kent Tran who were instrumental in the city informational booth at the ICSC.

Economic Development Manager Christopher Palmer gave a post conference report for ICSC. He thanked Innovation and Business Liaison LaToya Butler and Administrative Specialist Kent Tran who both played key roles for a successful event. He thanked the Multimedia Team for assisting with the recap video.

(Council Member/Agency Member/Authority Board Member, Dr. Hilton reentered the meeting at 7:01 P.M.)

Staff presented the recap video. Economic Development Manager Christopher Palmer gave additional comments.

Mayor and City Council thanked and commended the Economic Development Team for their excellent work.

11. MENTAL HEALTH FORUM RECAP VIDEO

Staff presented the Mental Health Forum Recap Video.

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

12. 128TH PHILIPPINE INDEPENDENCE DAY CELEBRATION RECAP VIDEO

Staff presented the 128th Philippine Independence Day Celebration Recap Video.

Council Member/Agency Member/Authority Board Member Rojas offered comments.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes offered comments.

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

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

None.

APPROVAL OF MINUTES (Item 13)

13. APPROVAL OF THE FOLLOWING CARSON CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY MEETING MINUTES - MAY 20, 2026 (REGULAR), MAY 21, 2026 (SPECIAL), and JUNE 3, 2026 (REGULAR)- 7:19 PM

RECOMMENDED ACTION

- 1. APPROVE the minutes as listed.

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

CONSENT (Items 14-29)

City Manager Roberts, Jr. requested to continue Item No. 25 and noted an updated contract was submitted for Item No. 29.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes requested to remove Item No. 29 for discussion.

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Hicks, Sr. requested to remove Items No. 24 and 28 for discussion.

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

14. CONSIDER A REPORT OF ALL CITY CONTRACTS APPROVED UNDER THE AUTHORITY OF DEPARTMENT DIRECTORS FOR THE PERIOD MAY 1, 2026 THROUGH MAY 31, 2026 PURSUANT TO CMC SECTION 2604 (CITY COUNCIL)

RECOMMENDED ACTION

— 1. RECEIVE and FILE this report.

ACTION: Item No. 14 was approved on Consent.

15. CONSIDER A REPORT OF ALL NEW BUSINESS LICENSES ISSUED BY THE CITY OF CARSON FOR THE PERIOD MAY 1, 2026, THROUGH MAY 31, 2026 (CITY COUNCIL)

RECOMMENDED ACTION

— 1. RECEIVE and FILE this report.

ACTION: Item No. 15 was approved on Consent.

16. CONSIDER A REPORT OF ALL CITY CONTRACTS APPROVED UNDER CITY MANAGER AUTHORITY FOR THE PERIOD MAY 1, 2026 THROUGH MAY 31, 2026 PURSUANT TO CMC SECTION 2604 (CITY COUNCIL)

RECOMMENDED ACTION

— 1. RECEIVE and FILE this report.

ACTION: Item No. 16 was approved on Consent.

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

RECOMMENDED ACTION

— 1. RECEIVE and FILE the report.

ACTION: Item No. 17 was approved on Consent.

18. CONSIDER APPROVAL OF AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH NBS GOVERNMENT GROUP FOR CONTINUED ANNUAL DEBT ADMINISTRATION, ARBITRAGE REBATE COMPLIANCE CALCULATION, CDIAC REPORTING AND CONTINUING

DISCLOSURE REPORTING SERVICES, AND TO EXTEND THE TERM FOR AN ADDITIONAL TWO YEARS (CITY COUNCIL)

RECOMMENDED ACTION

- 1. APPROVE Amendment No. 1 to the professional services agreement with NBS Government Group to extend the agreement term for an additional two years and to expand the scope of services to include CDIAC reporting and continuing disclosure reporting services, resulting in a revised total contract amount not to exceed \$132,140.
- 2. AUTHORIZE the Mayor to execute the contract, following approval as to form by the City Attorney.

ACTION: Item No. 18 was approved on Consent.

19. CONSIDER ADOPTING RESOLUTION NO. 26-068, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF \$8,583,638.34, DEMAND CHECK NUMBERS 185310 THROUGH 185578 AND 305 AND 306 FOR GENERAL DEMAND (CITY COUNCIL)

RECOMMENDED ACTION

- 1. WAIVE further reading and ADOPT Resolution No. 26-068, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF \$8,583,638.34, DEMAND CHECK NUMBERS 185310 THROUGH 185578 AND 305 AND 306 FOR GENERAL DEMAND."

ACTION: Item No. 19 was approved on Consent.

20. CONSIDER ADOPTING RESOLUTION NO. 26-08-CHA, A RESOLUTION OF THE CARSON HOUSING AUTHORITY RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF \$26,912.47, DEMAND CHECK NUMBERS HA-002120 THROUGH HA-002127 (HOUSING AUTHORITY)

RECOMMENDED ACTION

- 1. WAIVE further reading and ADOPT Resolution No. 26-06-CHA, "A RESOLUTION OF THE CARSON HOUSING AUTHORITY RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF \$26,912.47, DEMAND CHECK NUMBERS HA-002120 THROUGH HA-002127".

ACTION: Item No. 20 was approved on Consent.

21. CONSIDER ADOPTING RESOLUTION NO. 26-08-CSA, A RESOLUTION OF THE CARSON SUCCESSOR AGENCY CLAIMS AND DEMANDS IN THE AMOUNT OF \$133.51, DEMAND CHECK NUMBERS A-001998 THROUGH SA-001999 (CITY COUNCIL)

RECOMMENDED ACTION

- 1. WAIVE further reading and ADOPT Resolution NO. 26-08-CSA, "A RESOLUTION OF THE CARSON SUCCESSOR AGENCY CLAIMS AND DEMANDS IN THE AMOUNT OF \$133.51, DEMAND CHECK NUMBERS SA-001998 THROUGH SA-001999".

ACTION: Item No. 21 was approved on Consent.

22. CONSIDERATION OF RESOLUTIONS CALLING FOR THE CONDUCT OF A GENERAL MUNICIPAL ELECTION TO BE HELD TUESDAY, NOVEMBER 3, 2026, REQUESTING CONSOLIDATION WITH THE STATEWIDE GENERAL ELECTION, REQUESTING ELECTION SERVICES FROM THE LOS ANGELES COUNTY REGISTRAR-RECORDER/COUNTY CLERK, AND ADOPTING REGULATIONS PERTAINING TO CANDIDATE STATEMENTS AND CANDIDATE FEES (CITY COUNCIL)

RECOMMENDED ACTION

- 1. WAIVE further reading and ADOPT Resolution No. 26-057, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, CALLING FOR THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2026, FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA."
- 2. WAIVE further reading and ADOPT Resolution No. 26-058, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES TO ORDER THE CONSOLIDATION OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 3, 2026 WITH THE STATEWIDE GENERAL ELECTION TO BE HELD IN THE COUNTY OF LOS ANGELES THE SAME DAY; TO AUTHORIZE THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES TO CANVASS THE RETURNS OF SAID GENERAL MUNICIPAL ELECTION; AND TO REQUEST THAT THE REGISTRAR-RECORDER/COUNTY CLERK OF SAID COUNTY BE PERMITTED TO RENDER ELECTION SERVICES TO THE CITY OF CARSON RELATING TO THE CONDUCT OF SAID GENERAL MUNICIPAL ELECTION PURSUANT TO CALIFORNIA ELECTIONS CODE SECTION 10403."
- 3. WAIVE further reading and ADOPT Resolution No. 26-059, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE, PERTAINING TO CANDIDATE FEES AND CANDIDATE STATEMENTS SUBMITTED TO THE VOTERS AT A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2026."

ACTION: Item No. 22 was approved on Consent.

23. CONSIDER APPROVING AMENDMENT NO. 8 TO PURCHASE AGREEMENT (C-22-202) WITH GOFORTH & MARTI TO PURCHASE, DELIVER, AND INSTALL ADDITIONAL OFFICE FURNITURE FOR THE PUBLIC SAFETY & EMERGENCY MANAGEMENT DEPARTMENT (CITY COUNCIL)

RECOMMENDED ACTION

- 1. APPROVE Amendment No. 8 to the Purchase Agreement by and between the City of Carson and Goforth & Marti to purchase, deliver, and install additional office furniture for the Public Safety & Emergency Management Department for a cost of \$33,947.09; and
- 2. AUTHORIZE the Mayor to execute Amendment No. 8, following approval as to form by the City Attorney.

ACTION: Item No. 23 was approved on Consent.

24. CONSIDER APPROVAL OF A FIVE-YEAR AGREEMENT WITH JOHNSON CONTROLS BUILDING SOLUTIONS, LLC. FOR THE MINI PARK VIDEO SURVEILLANCE SYSTEM INSTALLATION PROJECT AND ADOPTION OF RESOLUTION NO. 26-066 APPROVING A BUDGET AMENDMENT FOR CAPITAL IMPROVEMENT PROGRAM PROJECT NO. PW1818 (CITY COUNCIL)

RECOMMENDED ACTION

- 1. WAIVE further reading and ADOPT Resolution No. 26-066, "A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2025–26 BUDGET IN THE GENERAL FUND, SPECIAL REVENUE FUNDS, ENTERPRISE FUNDS, AND THE CAPITAL IMPROVEMENT PROGRAM (CIP) FUND"; and
- 2. APPROVE a five-year Public Works Agreement with Johnson Controls Building Solutions, LLC in an amount not to exceed \$461,662.25, of which \$421,972.18 is attributable to the Mini Park Video Surveillance System Installation Project, subject to final review and approval by the City Attorney; and
- 3. AUTHORIZE the Mayor to execute the agreement following approval as to form by the City Attorney.

**** Item was Removed from Consent**

Item No. 24 was heard after approval of the Consent items.

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Hicks, Sr. requested to remove this item for discussion.

Director Nora Garcia spoke to this item at the request of City Manager Roberts, Jr. Director Garcia shared that two bids were received to add cameras to the mini parks. In addition to the current infrastructure, Friendship, Walnut, and Perry Street Mini Parks have been added. Reflections Park was removed from the bid because it is involved with another development project.

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

25. CONSIDER A DEPOSIT & REIMBURSEMENT AGREEMENT BY AND BETWEEN THE CITY, THE CARSON RECLAMATION AUTHORITY, AND CARSON GOOSE OWNER, LLC FOR CHANGES MADE TO LENARDO DRIVE RELATED TO PROPOSED DESIGN CHANGES ON CELLS 4 AND 5 (CITY COUNCIL)

RECOMMENDED ACTION

- 1. APPROVE the Deposit & Reimbursement Agreement with the Carson Reclamation Authority and Carson Goose Owner, LLC for costs associated with design changes to Lenardo Drive requested by CGO to adapt to a proposed site plan.; and

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

ACTION: Mayor/Agency Chairman/Authority Chairman Davis-Holmes continued Item No. 25 at the request of City Manager Roberts, Jr. with no objection heard.

26. CONSIDER APPROVING A PURCHASE AGREEMENT WITH SAFEWARE, INC. FOR THE PURCHASE OF ONE STAGELINE PORTABLE SCREEN SYSTEM FOR USE WITH THE COMMUNITY SERVICES DEPARTMENT'S MOBILE STAGE (CITY COUNCIL)

RECOMMENDED ACTION

- 1. WAIVE the formal competitive bidding requirements in accordance with Section 2610 of the Carson Municipal Code; and,
- 2. APPROVE a Purchase Agreement with Safeware, Inc., an authorized Sourcewell cooperative purchasing vendor under Contract No. 080922-SAF, for the purchase of one (1) Stageline portable screen system, including stage components and all required hardware, for a total amount not to exceed \$523,610.41; and,
- 3. AUTHORIZE the Mayor to execute the Purchase Agreement, subject to approval as to form by the City Attorney.

ACTION: Item No. 26 was approved on Consent.

27. CONSIDER ADOPTING RESOLUTION NO. 26-052 APPROVING THE FY 2026-2027 SB 1 PROJECT LIST FOR ROAD MAINTENANCE AND REHABILITATION FUNDING UNDER THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017 (CITY COUNCIL)

RECOMMENDED ACTION

- 1. WAIVE further reading and ADOPT Resolution No. 26-052, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2026-27 FUNDED BY SB-1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017."

ACTION: Item No. 27 was approved on Consent.

28. CONSIDER APPROVING A PURCHASE ORDER WITH DAKTRONICS, INC. FOR THE PURCHASE OF ONE GALAXY GT6X 8MM HIGH-RESOLUTION LED MARQUEE SIGN FOR CARSON PARK AND APPROVING A PUBLIC WORKS AGREEMENT WITH CUSTOM SIGNS, INC. FOR INSTALLATION OF THE MARQUEE (CITY COUNCIL)

RECOMMENDED ACTION

- 1. AUTHORIZE and APPROVE a purchase order in the amount of \$63,583.36 to Daktronics Inc., for the purchase of one Galaxy GT6x 8MM high resolution display consistent with Omnia Partners Contract #R220601 (Exhibit 1); and,

- 2. APPROVE the proposed Public Works Agreement with Custom Signs, Inc. for a total not-to-exceed Contract Sum of \$43,814.50, plus contingency for a grand total of \$48,195.95; and,
- 3. AUTHORIZE the Mayor to execute the Agreement with Custom Signs Inc., following approval as to form by the City Attorney.

**** Item was Removed from Consent**

Item No. 28 was heard after Item No. 24.

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Hicks, Sr. requested to remove this item for discussion and offered comments.

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

29. CONSIDER APPROVAL OF A FIVE-YEAR PURCHASE, SUPPORT, AND MAINTENANCE AGREEMENT WITH MIS SECURITY LLC FOR THE RONIN WEAPONS DETECTION SYSTEM (CITY COUNCIL)

RECOMMENDED ACTION

- 1. APPROVE a five-year Purchase, Support, and Maintenance Agreement with MIS Security, LLC for the purchase, installation, training, support, and maintenance of the RONIN Weapons Detection System in an amount not to exceed \$82,455.00; and
- 2. AUTHORIZE the Mayor to execute the agreement following approval as to form by the City Attorney.

**** Item was Removed from Consent**

City Manager Roberts, Jr. noted an updated contract was submitted.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes requested a report.

Director Garcia gave a report.

Council Member/Agency Member/Authority Board Member, Dr. Hilton asked about what would happen if someone who has a pacemaker came to City Hall. He asked if staff is trained to wand. Director Garcia shared that staff is trained to wand for any health reasons.

Motion To Approve submitted by Arleen Bocatija-Rojas seconded by Jim Dear resulting in 5-0-0-0-0

SPECIAL ORDERS OF THE DAY (Item 30)

30. PUBLIC HEARING TO CONSIDER ADOPTION OF RESOLUTION NO. 26-063, ADOPTING THE FISCAL YEAR 2026-2027 ANNUAL BUDGET IN THE GENERAL FUND, SPECIAL REVENUE FUNDS, ENTERPRISE FUNDS, AND THE CAPITAL IMPROVEMENT PROGRAM (CIP) FUND, CONSIDER

RESOLUTION NO. 26-07-CSA, ADOPTING THE FISCAL YEAR 2026-2027 ANNUAL BUDGET FOR THE CARSON SUCCESSOR AGENCY (SUCCESSOR AGENCY) CONSIDER RESOLUTION NO. 26-07-CHA, ADOPTING THE FISCAL YEAR 2026-2027 ANNUAL BUDGET FOR THE CARSON HOUSING AUTHORITY (HOUSING AUTHORITY) CONSIDER RESOLUTION NO. 26-064 APPROVING AND ADOPTING THE ANNUAL APPROPRIATIONS LIMIT FOR FISCAL YEAR 2026-2027, AND APPROVAL OF THE 2026-2027 SPECIAL EVENTS AND 5-YEAR CIP PLAN (CITY COUNCIL)

RECOMMENDED ACTION

- 1. OPEN the Public Hearing, RECEIVE public testimony regarding the proposed Fiscal Year 2026–2027 budget, and CLOSE the Public Hearing.
- 2. WAIVE further reading and ADOPT Resolution No. 26-063, adopting the Fiscal Year 2026–2027 budget in the General Fund, Special Revenue Funds, Enterprise Funds and the Capital Improvement Program (CIP) Fund.
- 3. WAIVE further reading and ADOPT Resolution No. 26-07-CSA, adopting the Fiscal Year 2026–2027 Successor Agency Budget.
- 4. WAIVE further reading and ADOPT Resolution No. 26-07-CHA, adopting the Fiscal Year 2026–2027 Carson Housing Authority Budget.
- 5. WAIVE further reading and ADOPT Resolution No. 26-064, approving the Fiscal Year 2026–2027 Appropriations Limit.
- 6. APPROVE the Fiscal Year 2026–2027 Special Events Budget.
- 7. APPROVE the Fiscal Year 2026–2027 Capital Improvement Program (CIP).

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

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

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

Director Jefferson gave a PowerPoint presentation of the 26/27 Proposed General Fund Surplus.

Discussion ensued regarding the oil tax.

Director, Dr. Rodgers, Jr. gave a PowerPoint presentation of the FY 2026-2027 Capital Improvement Program.

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Hicks, Sr. asked about the status of the traffic signal at University Drive and Central Avenue. City Engineer Gilbert Marquez responded to his question.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes inquired about the street paving project.

City Manager Roberts, Jr. noted a separate slide being proposed for this year.

Director, Dr. Rodgers, Jr. noted \$8 million appropriated for continuing paving work.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes inquired about the \$8 million budget for the street paving project. Director, Dr. Rodgers, Jr. responded that the \$8 million budget is built in to the budget and stated there is no separate slide available.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes requested to see the continuance of the street paving project. Director, Dr. Rodgers, Jr. noted for Phase 11.

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Hicks, Sr. asked about the \$12.5 million for road work. Director, Dr. Rodgers, Jr. responded to his question.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes asked about streets that will be repaved. Director, Dr. Rodgers, Jr. responded to her question.

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Hicks, Sr. asked about the MLK street project. Director Jefferson responded to his question.

Council Member/Agency Member/Authority Board Member, Dr. Hilton inquired about the Lenardo Drive project and why it is in this budget. Mayor/Agency Chairman/Authority Chairman Davis-Holmes noted because it is a city street. City Manager Roberts, Jr. noted that the City is responsible for the street.

City/Agency/Authority Attorney Soltani elaborated on the Lenardo Drive project.

Director Whittiker, Jr. gave a PowerPoint presentation of the FY 2026/27 Proposed Special Event Budget.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes inquired about the Samoan Flag Day and requested to increase the budget by \$5k. Director Jefferson responded to her inquiry.

Motion to direct staff to increase allocation from \$10,000 to \$15,000 to the Samoan Flag Day budget submitted by Council Member Dear seconded by Mayor Pro Tempore Hicks, Sr. resulting in 5-0-0-0-0

Director Jefferson gave a recap and thanked everyone for their work with the budget.

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

DISCUSSION (Items 31 - 32)

31. CONSIDER ADOPTING AN URGENCY ORDINANCE AND INTRODUCING A REGULAR ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, ADDING CHAPTER 4

(MORATORIUM ON ROADWAY PAVEMENT CUTS) TO ARTICLE II (STREETS) OF THE CARSON MUNICIPAL CODE TO IMPOSE MORATORIUM ON ROADWAY PAVEMENT CUTS (CITY COUNCIL)

RECOMMENDED ACTION

- 1. ADOPT, by a two-thirds affirmative vote of the City Council, Ordinance No. 26-2609U, "AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, ADDING CHAPTER 4 (MORATORIUM ON ROADWAY PAVEMENT CUTS) TO ARTICLE II (STREETS) OF THE CARSON MUNICIPAL CODE TO IMPOSE MORATORIUM ON ROADWAY PAVEMENT CUTS"; and,
- 2. INTRODUCE for first reading, by title only and with further reading waived, Ordinance No. 26-2610, "AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, ADDING CHAPTER 4 (MORATORIUM ON ROADWAY PAVEMENT CUTS) TO ARTICLE II (STREETS) OF THE CARSON MUNICIPAL CODE TO IMPOSE MORATORIUM ON ROADWAY PAVEMENT CUTS."

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

Council Member/Agency Member/Authority Board Member Dear asked about asphalt and pavement repair. City Engineer Gilbert Marquez responded to his question.

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

32. CONSIDERATION OF ONLY LOCAL UNCONTESTED APPOINTMENTS TO THE CITY'S COMMISSIONS, COMMITTEES, AND BOARDS, AND CITY AFFILIATED ORGANIZATIONS BY MAYOR AND CITY COUNCIL AND CONSIDER ALL (CONTESTED AND UNCONTESTED) APPOINTMENTS TO ALL COMMISSIONS (CITY COUNCIL)- 8:27 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

City Clerk/Agency Secretary/Authority Secretary, Dr. Bradshaw noted changes that need to be made to the Mobilehome Park Rental Review Board.

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

Mobilehome Park Rental Review Board

Council Member, Dr. Hilton appointed Sheila Richardson as At-large Member to the Mobilehome Park Rental Review Board as his uncontested appointment, thereby, creating a vacancy of the Resident Homeowner Member.

Environmental Commission

Council Member/Agency Member/Authority Board Member, Dr. Hilton appointed Dan Morgan as his uncontested appointment to the Environmental Commission.

ORDINANCE SECOND READING

None.

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

Robert Lesley.

Offered comments regarding Harry Wilson and the upcoming bus trip to the Los Angeles County Board of Supervisors Meeting regarding the Weingart Project on June 23, 2026

COUNCIL MEMBER REQUESTS TO ADD ITEMS TO FUTURE AGENDAS

None.

ORAL COMMUNICATIONS (COUNCIL MEMBERS)

Council Member/Agency Member/Authority Board Member Dear provided updates on recent community events he attended.

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

- Provided updates on recent community events he attended
- Expressed concerns on behalf of his residents about the lack of progress with the construction at Mills Park - Director, Dr. Rodgers, Jr. stated that he would prepare a timeline and provide it expeditiously. Deputy City Manager Tomas offered additional comments. Director Whittiker, Jr. offered additional comments.
- Status of ordinance regarding e-bikes issue - City Manager Roberts, Jr. stated Public Safety staff is working with the City Attorney's Office.
- Referred to the hardscape medians that are an eye sore around the mall that needs to be cleaned up - Director, Dr. Rodgers, Jr. gave an update of the medians. Deputy City Manager Tomas stated staff will immediately clean up the medians on Del Amo Boulevard.
- Wished a Happy Father's Day to all the fathers

- Invited Carson resident fathers to his 6th Annual Ice Cream Giveaway, Sunday, June 21, 2026, starting at 1:00 P.M, Ken's Ice Cream located at 18511 South Avalon Boulevard, Carson, in celebration of fathers

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

- Phenomenal Juneteenth celebration
- Happy 15th Birthday to his daughter whose birthday is tomorrow
- Partnering with Sweet Red Peach Bakery for a slice of cake celebrating fathers, located at 552 E. Carson Street, Carson, open at 11:00 A.M. until supplies last, must be a Carson resident and show a valid ID

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

- Wished a Happy Father's Day to all the fathers
- Wished a Happy 18th Birthday to her daughter
- Provided updates on recent community events she attended
- Referred to the Scottsdale community status of fixing lights and streets inside of Scottsdale - Director, Dr. Rodgers, Jr. confirmed that Scottsdale residential area is private property, therefore, the city has no access.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes asked staff to display the flyer for the 4th of July Fireworks Drone Show, Saturday, July 4, 2026, at 6:30 P.M., Dignity Health Sports Park, free event for all ages. Staff responded in the affirmative.

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

- City is hosting a Climate Action Plan, Wednesday, June 17, 2026, from 6:00 P.M. to 7:30 P.M. in the Helen Kawagoe Council Chambers, Carson City Hall
- Hosting along with Mayor Davis-Holmes and Los Angeles County Assessor Jeffrey Prang, Property 101, July 8, 2026, at 6:00 P.M., Carson Community Center; more information to follow
- Hosting along with Mayor Davis-Holmes, Job Fair Hire 360, June 30, 2026, from 10:00 A.M. to 2:00 P.M., Carson Event Center

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

- Provided updates on recent community events she attended
- Wished a Happy Father's Day to all the fathers
- Passing of her husband's sister, Vera Rhone

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:

Simeon B. Ginyard, Sr.

Andrew K. Hudson, Jr.

Willie G. Gauff, Sr.

Jerry Quinones Lee

Shirley Currie

Vera Rhone

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

ADJOURNMENT

The meeting was adjourned at 9:10 P.M. by Mayor/Agency Chairman/Authority Chairman Davis-Holmes.

Lula Davis-Holmes

Mayor/Agency Chairman/Authority Chairman

ATTEST:

Dr. Khaleah K. Bradshaw

City Clerk/Agency Secretary/Authority Secretary

Signature



Report to City Council, Successor Agency, and Housing Authority

Tuesday, July 7, 2026, 5:00 PM

CONSENT 16.

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 MAY 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 May 31, 2026. Following are the total reserves and cash on hand for the City of Carson and each Carson entities:

City of Carson reserves (Invested assets): \$215,152,974.97

City of Carson available cash General Fund: \$54,017,809.17

Fiber Optic: \$27,000,000

Permits: \$452,289.77

Parking: \$577,149.45

E.V. Revenue: \$14,358.42

Infrastructure: \$12,5000,000.00

Housing Authority(available cash): \$2,316,818.31

Housing Authority (Invested assets) : \$6,000,000.00

Successor Agency (available cash): \$5,223,921.54

Successor Agency (Invested assets) : \$7,969,509.19

Co-Op Agreement (restricted revenue) \$1,709,571.04

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 Investments (Pgs.4-6)
3. City of Carson Successor Agency Investments (Pg.7)
4. City of Carson Housing Authority Investments (Pg. 8)

Attachments

[Cash rpt may 26.pdf](#)

[CITY OF CARSON PORTFOLIO RESERVES SUMMARY MAY 2026.pdf](#)

[CITY OF CARSON HOUSING PORTFOLIO RESERVES SUMMARY MAY 2026.pdf](#)

[CITY OF CARSON PORTFOLIO RESERVES SUMMARY HOUSING MAY 2026.pdf](#)



Cash and Investment Report Summary
City of Carson, Carson Successor Agency, Carson Housing Authority
May 31, 2026

	<u>Available Cash</u>	<u>Invested Funds</u>
General Fund	\$54,017,809.17	\$215,152,974.97
Successor Agency (restricted revenue)	\$5,223,921.54	\$7,951,820.79
Housing Authority (restricted revenue)	\$2,316,818.31	\$6,000,000.00
Co-Op Agreement (restricted revenue)	\$1,709,571.04	
Fiber Optics Enterprise Account	\$27,000,000.00	
Permits	\$452,289.77	
Parking violation	\$577,149.45	
Electric Vehicle Revenue	\$14,358.42	
Infrastructure	\$12,500,000.00	



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

Description	CUSIP/Ticker	YTM @ Cost	Face Amount/Shares	Cost Value	Market Value	% of Portfolio
Cash						
BNY Cash Reserve Cash	MM1159A	2.170	11,889,513.76	11,889,513.76	11,889,513.76	5.52
Preferred Premier Cash	MM942	3.250	44,328,334.11	44,328,334.11	44,328,334.11	20.59
Sub Total / Average Cash		3.022	56,217,847.87	56,217,847.87	56,217,847.87	26.11
Certificate Of Deposit						
Eaglemark Saving Bank 2 3/2/2027	27004PCM3	2.000	245,000.00	245,000.00	241,232.02	0.11
East/West Bank 3.69 8/5/2026	9182B	3.690	1,145,347.40	1,145,347.40	1,145,347.40	0.53
East/West Bank 3.69 8/5/2026	0303B	3.690	1,144,427.04	1,144,427.04	1,144,427.04	0.53
East/West Bank 3.69 8/5/2026	8467B	3.690	1,144,427.04	1,144,427.04	1,144,427.04	0.53
East/West Bank 3.69 8/5/2026	2582B	3.690	1,144,427.04	1,144,427.04	1,144,427.04	0.53
East/West Bank 3.69 8/5/2026	4698B	3.690	1,144,427.04	1,144,427.04	1,144,427.04	0.53
MABUHAY 3.25 8/13/2027	XXXX49	3.250	220,938.64	220,938.64	220,938.64	0.10
Preferred Bank 3.74 8/1/2026	6893D	3.740	1,000,000.00	1,000,000.00	999,494.80	0.46
Preferred Bank 3.8 7/10/2026	7180A	3.800	1,000,000.00	1,000,000.00	1,000,000.00	0.46
Preferred Bank 3.8 7/4/2026	7199A	3.800	1,000,000.00	1,000,000.00	1,000,000.00	0.46
Preferred Bank 3.86 6/26/2026	3000006915-J	3.860	1,000,000.00	1,000,000.00	1,000,000.00	0.46
Preferred Bank 3.86 6/26/2026	306119K	3.860	1,000,000.00	1,000,000.00	1,000,000.00	0.46
Preferred Bank 3.86 6/26/2026	300683A	3.860	1,000,000.00	1,000,000.00	1,000,000.00	0.46
Preferred Bank 3.86 6/26/2026	300003703K	3.860	1,000,000.00	1,000,000.00	1,000,000.00	0.46
Preferred Bank 3.86 6/26/2026	300691A	3.860	1,000,000.00	1,000,000.00	1,000,000.00	0.46
Preferred Bank 3.86 7/19/2026	23208	3.860	2,000,000.00	2,000,000.00	2,000,000.00	0.93
Preferred Bank 3.86 7/19/2026	23089	3.860	2,000,000.00	2,000,000.00	2,000,000.00	0.93
Preferred Bank 3.86 7/19/2026	23186	3.860	2,000,000.00	2,000,000.00	2,000,000.00	0.93
Preferred Bank 3.86 7/19/2026	23062	3.860	2,000,000.00	2,000,000.00	2,000,000.00	0.93
Preferred Bank 3.86 7/19/2026	23194	3.860	1,000,000.00	1,000,000.00	1,000,000.00	0.46
Preferred Bank 3.86 7/19/2026	23100	3.860	2,000,000.00	2,000,000.00	2,000,000.00	0.93
Preferred Bank 3.86 7/19/2026	23097	3.860	2,000,000.00	2,000,000.00	2,000,000.00	0.93
Preferred Bank 3.86 7/19/2026	23070	3.860	2,000,000.00	2,000,000.00	2,000,000.00	0.93
Preferred Bank 3.86 8/1/2026	6907C	3.860	1,000,000.00	1,000,000.00	1,000,000.00	0.46
Preferred Bank 4.1 6/7/2026	3000024573	4.100	2,500,000.00	2,500,000.00	2,500,000.00	1.16

Description	CUSIP/Ticker	YTM @ Cost	Face Amount/Shares	Cost Value	Market Value	% of Portfolio
Preferred Bank 4.1 6/7/2026	3000024581	4.100	2,500,000.00	2,500,000.00	2,500,000.00	1.16
Preferred Bank 4.16 6/5/2026	3000024514	4.160	2,000,000.00	2,000,000.00	2,000,000.00	0.93
Sallie Mae Bank/ Salt Lake 1 7/14/2026	7954507A7	1.000	250,000.00	250,000.00	249,143.50	0.12
Toyota Finl Svgs BK 1.05 10/21/2026	8923M-LW-9	1.050	245,000.00	245,000.00	242,255.76	0.11
Truist Bank 4 11/25/2030-26	897926CS8	4.000	250,000.00	250,000.00	245,520.70	0.12
USBS BANK1.05 10/27/2026	90348JV56	1.050	245,000.00	245,000.00	242,130.02	0.11
Sub Total / Average Certificate Of Deposit		3.806	38,178,994.20	38,178,994.20	38,163,771.00	17.73
Corporate						
AMAZON COM INC 4 3/13/2029-26	023135DC7	4.000	1,000,000.00	1,000,000.00	992,070.00	0.46
BERKSHIRE HATHAWAY FIN 2.3 3/15/2027	084664CZ2	2.580	300,000.00	296,087.07	295,803.00	0.14
GOOGLE- Alphabet Inc. 1.998 8/15/2026	02079KAC1	2.000	300,000.00	299,972.90	298,851.00	0.14
John Deere Capital Corp 1.05 6/17/2026	24422EVR7-A	1.050	300,000.00	300,000.00	299,625.00	0.14
TARGET CORPORATION 1.95 1/15/2027	87612EBM7	1.990	500,000.00	499,063.55	493,805.00	0.23
Sub Total / Average Corporate		2.785	2,400,000.00	2,395,123.52	2,380,154.00	1.11
Local Government Investment Pool						
LAIF LGIP	LGIP9143	3.980	2,218,124.98	2,218,124.98	2,218,124.98	1.03
Sub Total / Average Local Government Investment Pool		3.980	2,218,124.98	2,218,124.98	2,218,124.98	1.03
Money Market						
East/West Bank MM	22305	3.000	87,837,214.35	87,837,214.35	87,837,214.35	40.79
Sub Total / Average Money Market		3.000	87,837,214.35	87,837,214.35	87,837,214.35	40.79
US Agency						
FAMC 2.3 3/8/2027	31422XVA7	2.300	1,000,000.00	1,000,000.00	987,500.00	0.46
FFCB 1.27 11/2/2026	3133ENCQ1	1.270	1,000,000.00	1,000,000.00	989,320.00	0.46
FFCB 1.43 11/23/2026-22	3133ENEM8	1.430	1,000,000.00	1,000,000.00	988,570.00	0.46
FFCB 4 11/1/2027	3133ERZC8	4.000	474,069.86	474,069.86	474,212.08	0.22
FFCB 4 11/1/2029-25	3133ERZD6	4.120	1,000,000.00	994,627.33	993,490.00	0.46
FFCB 4.47 3/5/2030	3133ER5U1	4.470	1,000,000.00	1,000,000.00	994,030.00	0.46
FHLB 1 9/30/2026	3130AP6D2	1.000	1,000,000.00	1,000,000.00	990,640.00	0.46
FHLB 1.125 10/14/2026	3130APBS3	1.125	1,000,000.00	1,000,000.00	989,710.00	0.46
FHLB 1.13 7/20/2026	3130AN3R9	1.130	1,000,000.00	1,000,000.00	996,340.00	0.46
FHLB 1.3 11/24/2026-22	3130APU37	1.326	1,000,000.00	998,750.00	987,180.00	0.46
FHLB 1.31 10/28/2026	3130APLN3	1.310	1,000,000.00	1,000,000.00	989,530.00	0.46
FHLB 1.375 11/16/2026	3130APLP8	1.375	1,000,000.00	1,000,000.00	988,560.00	0.46
FHLB 1.5 1/27/2027	3130AQHM8	1.500	1,000,000.00	1,000,000.00	984,470.00	0.46
FHLB 4 10/8/2030-26	3130B87E6	4.000	1,000,000.00	1,000,000.00	988,240.00	0.46
FHLB 4 12/4/2030-26	3130B8U91	4.000	2,000,000.00	2,000,000.00	1,979,200.00	0.93
FHLB 4.125 12/4/2030	3130B8VT6	4.125	2,000,000.00	2,000,000.00	1,976,920.00	0.93

Description	CUSIP/Ticker	YTM @ Cost	Face Amount/Shares	Cost Value	Market Value	% of Portfolio
FHLB 4.3 6/18/2030-25	3130B6TR7	4.300	1,000,000.00	1,000,000.00	996,390.00	0.46
FNMA 4 10/16/2030-26	3136GAY52	4.000	1,000,000.00	1,000,000.00	988,420.00	0.46
FNMA 4.07 12/4/2030-26	3136GC6D2	4.070	2,000,000.00	2,000,000.00	1,974,400.00	0.93
Sub Total / Average US Agency		2.838	21,474,069.86	21,467,447.19	21,257,122.08	9.97
US Treasury						
T-Bond 4.125 2/15/2027	91282CKA8	4.424	1,000,000.00	991,750.00	1,001,980.00	0.46
T-Note 3.375 9/15/2027	91282CLL3	3.475	1,000,000.00	997,215.63	992,850.00	0.46
T-Note 3.5 9/30/2026	91282CLP4	3.586	1,000,000.00	998,351.56	999,100.00	0.46
T-Note 3.875 11/30/2029	91282CFY2	4.055	1,000,000.00	991,936.23	992,730.00	0.46
T-Note 3.875 9/30/2029	91282CFL0	4.071	1,000,000.00	991,456.88	993,400.00	0.46
T-Note 4 1/31/2029	91282CJW2	4.283	1,000,000.00	987,532.55	998,320.00	0.46
T-Note 4 10/31/2029	91282CFT3	4.071	1,000,000.00	996,837.50	997,030.00	0.46
Sub Total / Average US Treasury		3.995	7,000,000.00	6,955,080.35	6,975,410.00	3.25
Total / Average		3.172	215,326,251.26	215,269,832.46	215,049,644.28	100



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

Description	CUSIP/Ticker	YTM @ Cost	Face Amount/Shares	Cost Value	Market Value	% of Portfolio
Cash						
Preferred Bank Cash	MM0099	3.250	6,425,893.43	6,425,893.43	6,425,893.43	80.63
Sub Total / Average Cash		3.250	6,425,893.43	6,425,893.43	6,425,893.43	80.63
Local Government Investment Pool						
LAIF LGIP	LGIP9016	3.980	1,543,615.76	1,543,615.76	1,543,615.76	19.37
Sub Total / Average Local Government Investment Pool		3.980	1,543,615.76	1,543,615.76	1,543,615.76	19.37
Total / Average		3.391	7,969,509.19	7,969,509.19	7,969,509.19	100



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

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



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 RESOLUTION NO. 26-072, A RESOLUTION OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF \$7,342,014.76 DEMAND CHECK NUMBERS 185579 THROUGH 186024 (CITY COUNCIL)

I. SUMMARY

The City Council shall receive the Check Demand Register for the period of **06/04/2026 through 06/18/2026**, 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: \$7,342,014.76

II. RECOMMENDATION

WAIVE further reading and ADOPT Resolution No. 26-072, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON ALLOWING CLAIMS AND DEMANDS IN THE AMOUNT OF \$7,342,014.76 DEMAND CHECK NUMBERS 185579 THROUGH 186024."

III. ALTERNATIVES

NONE.

IV. BACKGROUND

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

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

On July 7, 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 \$7,342,014.76.

V. FISCAL IMPACT

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

VI. EXHIBITS

1. Exhibit 1 – General Demand Claims and Register Resolution # 26-072

Attachments

[Exhibit 1 – General Demand Claims and Register Resolution # 26-072.pdf](#)

RESOLUTION NO. 26-072

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON ALLOWING CLAIMS AND DEMANDS IN THE AMOUNT OF \$7,342,014.76 DEMAND CHECK NUMBERS 185579 THROUGH 186024

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 July 7, 2026, the City Council ratified the demand numbers 185579 through 186024 for General Demand. The City Treasurer is hereby directed to pay out the funds hereon, to each of the claimants listed below, the amount of warrant appearing opposite their respective names, for the purpose stated on the respective demands, making a total of \$7,342,014.76.

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 7TH DAY OF JULY, 2026.

APPROVED AS TO FORM:

CITY OF CARSON:

Sunny K. Soltani, City Attorney

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 7TH DAY OF JULY, 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. 26-072, was adopted by the City of Carson City Council at its meeting held on July 7, 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: 100-99-999-999-1010-

FOR: All Except Stale

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
185579	06/04/2026	PRINTED	007692 ALBERT A. WEBB ASSOCIATES	6,368.25			
185580	06/04/2026	PRINTED	000797 ALESHIRE AND WYNDR LLP	302,159.37			
185581	06/04/2026	PRINTED	000042 ALIN PARTY SUPPLY CO	99.44			
185582	06/04/2026	PRINTED	005523 AMAZON CAPITAL SERVICES	7,047.25			
185583	06/04/2026	PRINTED	008425 AMERICAN GLOBAL SECURITY	71,042.24			
185584	06/04/2026	PRINTED	000495 AMERICAN SOCCER CO INC	467.79			
185585	06/04/2026	PRINTED	008395 ANDREA VILLASANA	50.00			
185586	06/04/2026	PRINTED	008586 APRIL DIAZ	9,000.00			
185587	06/04/2026	PRINTED	008454 ARACELI ESPARZA	6,000.00			
185588	06/04/2026	PRINTED	000568 ATKINSON, ANDELSON, LOYA,	717.50			
185589	06/04/2026	PRINTED	003104 AUDIOTECH PRODUCTION	6,900.00			
185590	06/04/2026	PRINTED	004410 B D WHITE TOP SOIL CO INC	377.92			
185591	06/04/2026	PRINTED	001248 BARR AND CLARK INC	575.00			
185592	06/04/2026	PRINTED	004641 BILLYE BATES	50.00			
185593	06/04/2026	PRINTED	000697 BIG ANDYS TROPHIES AND PL	5,073.61			
185594	06/04/2026	PRINTED	003981 BIOMETRICS 4 ALL INC	71.50			
185595	06/04/2026	PRINTED	003242 BLACK KNIGHT PATROL INC	900.00			
185596	06/04/2026	PRINTED	001438 BLUE DIAMOND MATERIALS	13,101.17			
185597	06/04/2026	PRINTED	007656 BREEN DESIGN GROUP, INC	29,515.00			
185598	06/04/2026	PRINTED	006076 BRI CONSULTING GROUP, INC	1,560.00			
185599	06/04/2026	PRINTED	004297 BROADCAST SUPPORT INC	5,000.00			
185600	06/04/2026	PRINTED	004750 C2R PRODUCTIONS LLC	6,650.00			
185601	06/04/2026	PRINTED	004165 CALIFORNIA CONSULTING	5,500.00			
185602	06/04/2026	PRINTED	008714 CASCADIA CONSULTING GROUP	14,933.75			
185603	06/04/2026	PRINTED	008293 CHARLES COMMUNICATION GRO	9,500.00			
185604	06/04/2026	PRINTED	001610 CHICAGO TITLE CO	148.00			
185605	06/04/2026	PRINTED	008513 CINTAS CORPORATION NO. 2	2,242.04			
185606	06/04/2026	PRINTED	000114 CITY OF CARSON PETTY CASH	355.02			
185607	06/04/2026	PRINTED	000236 CITY OF LONG BEACH	24.23			
185608	06/04/2026	PRINTED	008204 CJ CONCRETE CONSTRUCTION,	109,254.00			
185609	06/04/2026	PRINTED	000803 CLEAN ENERGY	1,808.73			
185610	06/04/2026	PRINTED	007718 CLIVABETH PHOTOGRAPHY LLC	1,770.00			
185611	06/04/2026	PRINTED	000195 COASTLINE EQUIPMENT	290.40			
185612	06/04/2026	PRINTED	008833 CODE ENFORCEMENT OFFICER	3,289.00			
185613	06/04/2026	PRINTED	007159 CORODATA RECORDS MANAGEME	1,425.48			
185614	06/04/2026	PRINTED	001629 CORTEZ GRAPHICS	5,048.76			
185615	06/04/2026	PRINTED	008423 COUNTY OF LOS ANGELES	4,920.00			
185616	06/04/2026	PRINTED	001180 COUNTY OF LOS ANGELES	23,973.58			
185617	06/04/2026	PRINTED	008233 CPG EVENT RENTALS LLC	6,187.50			
185618	06/04/2026	PRINTED	001432 CRAFTCO INC	4,879.69			
185619	06/04/2026	PRINTED	007709 DISABILITY ACCESS CONSULT	1,400.00			
185620	06/04/2026	PRINTED	000658 DELL	148.31			
185621	06/04/2026	PRINTED	006876 DONALD ALAN SPRAGUE	2,598.50			
185622	06/04/2026	PRINTED	001105 EAGLE PORTABLES INC	3,079.45			
185623	06/04/2026	PRINTED	006907 ECO LAB	94.83			
185624	06/04/2026	PRINTED	007512 EDDINGS ENTERPRISES, INC.	2,282.15			
185625	06/04/2026	PRINTED	003667 ERNESTINE LEVERETTE	50.00			
185626	06/04/2026	PRINTED	007703 EVERLAST CLIMBING INDUSTR	24,999.00			
185627	06/04/2026	PRINTED	000039 EWING IRRIGATION PRODUCTS	1,851.62			
185628	06/04/2026	PRINTED	000355 FERGUSON ENTERPRISES LLC	186.30			
185629	06/04/2026	PRINTED	008853 FIELDTURF USA INC	10,020.15			
185630	06/04/2026	PRINTED	000838 FOLEY ADVERTISING	1,750.00			

AP CHECK RECONCILIATION REGISTER

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

FOR: All Except Stale

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
185631	06/04/2026	PRINTED	004437 GALLS, LLC	1,610.10			
185632	06/04/2026	PRINTED	001268 GBROS INC	746.47			
185633	06/04/2026	PRINTED	008335 GOMEZ GROWERS INC.	667.42			
185634	06/04/2026	PRINTED	000865 GOODWILL LONG BEACH AND S	9,803.53			
185635	06/04/2026	PRINTED	008352 GRAFFITI PROTECTIVE COATI	4,734.02			
185636	06/04/2026	PRINTED	000793 GRAINGER	136.38			
185637	06/04/2026	PRINTED	008394 HANNAH MITCHELL	50.00			
185638	06/04/2026	PRINTED	000532 HDL COREN AND CONE	327.50			
185639	06/04/2026	PRINTED	007378 HERC RENTALS INC.	4,659.12			
185640	06/04/2026	PRINTED	008729 HERITAGE LANDSCAPE SUPPLY	2,379.06			
185641	06/04/2026	PRINTED	000242 HINDERLITER DE LLAMAS AND	370,946.56			
185642	06/04/2026	PRINTED	000234 HOME DEPOT CREDIT SERVICE	3,597.19			
185643	06/04/2026	PRINTED	007900 HONEY MANAGEMENT GROUP IN	7,004.60			
185644	06/04/2026	PRINTED	008758 HURRICANE ELECTRIC LLC	390.00			
185645	06/04/2026	PRINTED	001210 HYGRADE PLANTING MIX	439.00			
185646	06/04/2026	PRINTED	007969 INDEPENDENCE SOLUTIONS, I	4,811.20			
185647	06/04/2026	PRINTED	004070 JASMINE PITCHER	200.00			
185648	06/04/2026	PRINTED	000152 JERRYS CLEANERS	534.85			
185649	06/04/2026	PRINTED	006528 JOHN CRUIKSHANK CONSULTAN	8,727.37			
185650	06/04/2026	PRINTED	007688 JOKER PARTY SUPPLY, INC.	254.47			
185651	06/04/2026	PRINTED	008844 JOSE VARGAS	425.00			
185652	06/04/2026	PRINTED	008844 JOSE VARGAS	1,000.00			
185653	06/04/2026	PRINTED	008458 JUAN ESTRADA	50.00			
185654	06/04/2026	PRINTED	008614 JUNE ANNE B. DOCDOCIL	1,562.19			
185655	06/04/2026	PRINTED	008392 KAYLA HONMA	50.00			
185656	06/04/2026	PRINTED	007672 KELLY PAPER COMPANY	493.38			
185657	06/04/2026	PRINTED	007093 KILEY & ASSOCIATES LLC	5,000.00			
185658	06/04/2026	PRINTED	000094 LAKESHORE LEARNING MATERI	950.74			
185659	06/04/2026	PRINTED	008272 LARHONDA BROWN	50.00			
185660	06/04/2026	PRINTED	006731 LIFESTATION INC	970.53			
185661	06/04/2026	PRINTED	007569 LINDA R. DUNN	50.00			
185662	06/04/2026	PRINTED	000067 LOS ANGELES COUNTY DEPT O	120,416.28			
185663	06/04/2026	PRINTED	000411 LOS ANGELES COUNTY FIRE D	546.00			
185664	06/04/2026	PRINTED	008893 LOUNGE LOGIKK, INC.	16,666.28			
185665	06/04/2026	PRINTED	007966 MARINA GRAPHIC CENTER, IN	4,789.07			
185666	06/04/2026	PRINTED	000669 MDG ASSOCIATES	7,880.75			
185667	06/04/2026	PRINTED	004361 METROPOLITAN TRANSPORTATI	3,500.00			
185668	06/04/2026	PRINTED	003110 MICHAEL BAKER INTERNATION	3,182.77			
185669	06/04/2026	PRINTED	008434 MILAGRO MEDIA STRATEGIES	1,900.00			
185670	06/04/2026	PRINTED	008869 MIRANDA ORTIZ	50.00			
185671	06/04/2026	PRINTED	008817 NATHANIEL ZULUETA	50.00			
185672	06/04/2026	PRINTED	008145 NICOLETTE JACKSON-POWNALL	1,250.00			
185673	06/04/2026	PRINTED	010999 Amber Coulson	103.16			
185674	06/04/2026	PRINTED	010999 Arnel Esguerra	27.21			
185675	06/04/2026	PRINTED	010999 Camille Cunanan	70.93			
185676	06/04/2026	PRINTED	010999 CUEVAS, EDGAR	175.00			
185677	06/04/2026	PRINTED	010999 Jessica Mendoza	80.66			
185678	06/04/2026	PRINTED	010999 Johanna Villa	500.00			
185679	06/04/2026	PRINTED	010999 Kaneca Pompey	23.99			
185680	06/04/2026	PRINTED	010999 Kayla Legayada	129.61			
185681	06/04/2026	PRINTED	010999 Philip Bray	33.73			
185682	06/04/2026	PRINTED	010999 REYES, NICHOLAS	34.80			

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CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
185683	06/04/2026	PRINTED	010999 Ronald Tolentino	61.45			
185684	06/04/2026	PRINTED	010999 Roy Little	44.52			
185685	06/04/2026	PRINTED	010999 Thomas Rubio	84.48			
185686	06/04/2026	PRINTED	010999 Vicente Sanchez	24.40			
185687	06/04/2026	PRINTED	000460 PETES ROAD SERVICE INC	897.73			
185688	06/04/2026	PRINTED	000746 PITNEY BOWES PRESORT SERV	22.40			
185689	06/04/2026	PRINTED	000973 POLY CORR INDUSTRIES	2,146.46			
185690	06/04/2026	PRINTED	000408 PROFESSIONAL MOBILE REMOD	18,882.00			
185691	06/04/2026	PRINTED	008459 PUB CONSTRUCTION INC	142,589.53			
185692	06/04/2026	PRINTED	000118 JULIE RUIZ RABER	50.00			
185693	06/04/2026	PRINTED	008230 RAJO, A CALIF. CORP	160.00			
185694	06/04/2026	PRINTED	000119 RED WING SHOE STORE	2,289.18			
185695	06/04/2026	PRINTED	008643 RETAIL STRATEGIES, LLC	50,000.00			
185696	06/04/2026	PRINTED	010000 ALTA VISTA PUBLIC CHARTER	1,000.00			
185697	06/04/2026	PRINTED	010000 ALVARO ANAYA	1,589.05			
185698	06/04/2026	PRINTED	010000 JANELLE GREGORY	200.00			
185699	06/04/2026	PRINTED	010000 LATRIESE LEE FORMAN	250.00			
185700	06/04/2026	PRINTED	010000 SYMPHONY CHARTER #43	250.00			
185701	06/04/2026	PRINTED	008813 RICOH USA, INC	4,527.03			
185702	06/04/2026	PRINTED	007240 RJM DESIGN GROUP, INC.	1,648.00			
185703	06/04/2026	PRINTED	000402 ROADLINE PRODUCTS INC USA	1,970.08			
185704	06/04/2026	PRINTED	008216 ROBERT HALF INC.	2,380.00			
185705	06/04/2026	PRINTED	000057 ROBERT MCELROY LLC	95.94			
185706	06/04/2026	PRINTED	001230 ROBERTSON'S READY MIX CONC	1,298.35			
185707	06/04/2026	PRINTED	002515 MYRNA RONQUILLO	50.00			
185708	06/04/2026	PRINTED	003585 RSG INC	40,218.16			
185709	06/04/2026	PRINTED	000120 S&S WORLDWIDE INC	173.89			
185710	06/04/2026	PRINTED	007851 SAMI'S REFEREES LLC	7,310.00			
185711	06/04/2026	PRINTED	000427 SAM'S CLUB DIRECT	168.73			
185712	06/04/2026	PRINTED	006964 SCCI, INC.	600.00			
185713	06/04/2026	PRINTED	000172 SCMAF INC S CALIF MUNICIP	1,000.00			
185714	06/04/2026	PRINTED	000124 SEPULVEDA BUILDING MATERI	734.22			
185715	06/04/2026	PRINTED	001803 VERGIE SEYMORE	50.00			
185716	06/04/2026	PRINTED	004226 DARLENE SIMPSON-LOTT	50.00			
185717	06/04/2026	PRINTED	000240 SOUTHERN CALIFORNIA EDISO	76,465.55			
185718	06/04/2026	PRINTED	004417 SOCALGAS	10,081.23			
185719	06/04/2026	PRINTED	000702 SOFTWARE HOUSE INTERNATIO	1,622.30			
185720	06/04/2026	PRINTED	000718 STAPLES ADVANTAGE	5,117.15			
185721	06/04/2026	PRINTED	006654 SWANK MOTION PICTURES INC	1,585.00			
185722	06/04/2026	PRINTED	008868 SYDNEY CONES-CANO	50.00			
185723	06/04/2026	PRINTED	008162 TDG ENGINEERING, INC.	69,297.92			
185724	06/04/2026	PRINTED	007612 THEODORE I. BENITO	25,000.00			
185725	06/04/2026	PRINTED	006495 TOLAR MANUFACTURING COMPA	4,420.00			
185726	06/04/2026	PRINTED	008106 TOTUM CORP	39,400.50			
185727	06/04/2026	PRINTED	000135 TRI CITY GLASS CO	9,440.00			
185728	06/04/2026	PRINTED	008713 TRINITY EQUIPMENT, INC.	1,279.13			
185729	06/04/2026	PRINTED	001318 TURBO DATA SYSTEMS INC	9,471.63			
185730	06/04/2026	PRINTED	006769 U S BANK CORPORATE PAYMEN	1,523.04			
185731	06/04/2026	PRINTED	006769 CITY MANAGER	4,667.03			
185732	06/04/2026	PRINTED	008766 UBER TECHNOLOGIES, INC.	2,995.45			
185733	06/04/2026	PRINTED	008430 URBAN HABITAT	1,153,023.95			
185734	06/04/2026	PRINTED	008863 URBAN SOLAR INC	304,317.00			

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185735	06/04/2026	PRINTED	001011 W.G. ZIMMERMAN ENGINEERIN	28,770.00			
185736	06/04/2026	PRINTED	000437 ITELIA WALKER	50.00			
185737	06/04/2026	PRINTED	000888 WATERLINE TECHNOLOGIES	909.90			
185738	06/04/2026	PRINTED	000212 WEST COAST ARBORISTS	82,255.00			
185739	06/04/2026	PRINTED	000361 WEST COAST SAND AND GRAVE	402.22			
185740	06/04/2026	PRINTED	008644 WILLIAMS SCOTSMAN, INC.	659.06			
185741	06/04/2026	PRINTED	000144 YAMADA CO INC	164.50			
185742	06/04/2026	PRINTED	008105 Z&K CONSULTANTS, INC	10,672.86			
185743	06/04/2026	PRINTED	008512 ZOEY WOOD	50.00			
185744	06/11/2026	PRINTED	007692 ALBERT A. WEBB ASSOCIATES	25,473.75			
185745	06/11/2026	PRINTED	000797 ALESHIRE AND WYNDR LLP	1,344.65			
185746	06/11/2026	PRINTED	000042 ALIN PARTY SUPPLY CO	3,749.25			
185747	06/11/2026	PRINTED	000899 ALL CITY MANAGEMENT SERVI	71,567.11			
185748	06/11/2026	PRINTED	006506 ALL IN ONE PARTIES	925.00			
185749	06/11/2026	PRINTED	008663 ALL STAR ELITE SPORTS	6,366.04			
185750	06/11/2026	PRINTED	004388 AIS TRUST ACCOUNT NEWPORT	184.00			
185751	06/11/2026	PRINTED	005523 AMAZON CAPITAL SERVICES	26,149.66			
185752	06/11/2026	PRINTED	000504 AMERICAN RED CROSS HEALTH	200.00			
185753	06/11/2026	PRINTED	006675 AMERICAN TRANSPORTATION S	761.68			
185754	06/11/2026	PRINTED	008006 ANGELA M. RIVERS	50.00			
185755	06/11/2026	PRINTED	000543 AQUA FLO SUPPLY	99.80			
185756	06/11/2026	PRINTED	002177 ARIZONA MACHINERY LLC	906.26			
185757	06/11/2026	PRINTED	004410 B D WHITE TOP SOIL CO INC	1,629.89			
185758	06/11/2026	PRINTED	007051 BASIC BENEFITS LLC	273.00			
185759	06/11/2026	PRINTED	000697 BIG ANDYS TROPHIES AND PL	4,323.59			
185760	06/11/2026	PRINTED	007656 BREEN DESIGN GROUP, INC	3,056.00			
185761	06/11/2026	PRINTED	008648 BRITTNEY FORD	50.00			
185762	06/11/2026	PRINTED	004297 BROADCAST SUPPORT INC	10,450.00			
185763	06/11/2026	PRINTED	001713 KELVIN BROWN SR	50.00			
185764	06/11/2026	PRINTED	001627 BSN SPORTS LLC	988.62			
185765	06/11/2026	PRINTED	007436 CALHOUN, JILL	50.00			
185766	06/11/2026	PRINTED	000079 CALIFORNIA WATER SERVICE	88,583.95			
185767	06/11/2026	PRINTED	008645 CAMERON A PAXTON	50.00			
185768	06/11/2026	PRINTED	000351 CHEM PRO LABORATORY INC	638.40			
185769	06/11/2026	PRINTED	008836 CHERYL L. COOLEY	6,000.00			
185770	06/11/2026	PRINTED	001489 CHOURA VENUE SERVICES	11,079.98			
185771	06/11/2026	PRINTED	004947 CINDY'S JUMPERS	1,348.40			
185772	06/11/2026	PRINTED	008513 CINTAS CORPORATION NO. 2	4,778.33			
185773	06/11/2026	PRINTED	000062 CITY OF LOS ANGELES	1,863.49			
185774	06/11/2026	PRINTED	008082 CLIMATEC LLC	1,390.00			
185775	06/11/2026	PRINTED	007718 CLIVABETH PHOTOGRAPHY LLC	4,007.22			
185776	06/11/2026	PRINTED	001311 LOUIS JOSEPH COGUT	50.00			
185777	06/11/2026	PRINTED	007159 CORODATA SHREDDING, INC.	70.82			
185778	06/11/2026	PRINTED	003586 CS AND ASSOCIATES INC	4,990.00			
185779	06/11/2026	PRINTED	006467 CESAR DAHLIG	50.00			
185780	06/11/2026	PRINTED	000268 DAILY JOURNAL CORP	4,929.95			
185781	06/11/2026	PRINTED	006396 KIMBERLEY DAVENPORT	50.00			
185782	06/11/2026	PRINTED	007921 DEMBREBRAH WEST AFRICAN D	600.00			
185783	06/11/2026	PRINTED	002440 DEPARTMENT OF INDUSTRIAL	1,875.00			
185784	06/11/2026	PRINTED	008309 DODGE CONSTRUCTION NETWOR	330.00			
185785	06/11/2026	PRINTED	007595 DONNIE R. DORSEY	50.00			
185786	06/11/2026	PRINTED	006876 DONALD ALAN SPRAGUE	972.50			

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185787	06/11/2026	PRINTED	000399 DUNN EDWARDS PAINT CO	2,275.30			
185788	06/11/2026	PRINTED	001105 EAGLE PORTABLES INC	4,091.44			
185789	06/11/2026	PRINTED	007456 EDWINA S. HUNTER	50.00			
185790	06/11/2026	PRINTED	001744 ENTERPRISE FM TRUST INC	14,496.67			
185791	06/11/2026	PRINTED	000355 FERGUSON ENTERPRISES LLC	1,643.14			
185792	06/11/2026	PRINTED	004019 FLEETCREW	539.00			
185793	06/11/2026	PRINTED	004437 GALLS, LLC	6,026.38			
185794	06/11/2026	PRINTED	008052 GET TOOLS CORP	385.85			
185795	06/11/2026	PRINTED	008672 GMS ELEVATOR SERVICES INC	270.00			
185796	06/11/2026	PRINTED	007482 GOFORTH & MARTI	23,296.45			
185797	06/11/2026	PRINTED	000941 GOLDEN STATE WATER COMPAN	22,965.16			
185798	06/11/2026	PRINTED	001293 WALTER GONZALEZ	50.00			
185799	06/11/2026	PRINTED	008738 HANELIN INDUSTRIES	1,540.75			
185800	06/11/2026	PRINTED	008136 HARRELL'S, LLC	128.07			
185801	06/11/2026	PRINTED	007678 HEIDI LETICIA ROMERO	50.00			
185802	06/11/2026	PRINTED	000234 HOME DEPOT CREDIT SERVICE	7,380.22			
185803	06/11/2026	PRINTED	001477 LILLIAN HOPSON	50.00			
185804	06/11/2026	PRINTED	007024 HUDSON AUDIO WORKS	2,500.00			
185805	06/11/2026	PRINTED	001798 CHINYERE IFEACHO	50.00			
185806	06/11/2026	PRINTED	000908 JC FLAG CORPORATION	1,436.50			
185807	06/11/2026	PRINTED	007588 JEFFREY GLENN ALLEN	50.00			
185808	06/11/2026	PRINTED	000152 JERRYS CLEANERS	448.00			
185809	06/11/2026	PRINTED	008254 JOHN T SMITH JR	3,000.00			
185810	06/11/2026	PRINTED	004935 JACQUELINE JOHNSON	50.00			
185811	06/11/2026	PRINTED	007688 JOKER PARTY SUPPLY, INC.	583.31			
185812	06/11/2026	PRINTED	008649 JOSEPH C. HUNT, JR.	50.00			
185813	06/11/2026	PRINTED	008907 KARYN RILES	490.00			
185814	06/11/2026	PRINTED	007596 KEITH EDWARD ARNOLD	50.00			
185815	06/11/2026	PRINTED	007672 KELLY PAPER COMPANY	771.97			
185816	06/11/2026	PRINTED	007323 KISA ASHANTE HILLIARD	50.00			
185817	06/11/2026	PRINTED	000094 LAKESHORE LEARNING MATERI	283.81			
185818	06/11/2026	PRINTED	000923 DE ANTHONY LANGSTON	50.00			
185819	06/11/2026	PRINTED	000663 LANGUAGE NETWORK GROUP	1,493.65			
185820	06/11/2026	PRINTED	007866 LAWRENCE MICHAEL FLINTON	50.00			
185821	06/11/2026	PRINTED	008829 LAWRENCE YOUNG	6,000.00			
185822	06/11/2026	VOID	008639 LIZETTE ESPERICUETA ARRIO	.00			
185823	06/11/2026	PRINTED	000070 LOS ANGELES COUNTY DEPT O	1,242.45			
185824	06/11/2026	PRINTED	000074 LOS ANGELES COUNTY SHERIF	2,201,093.50			
185825	06/11/2026	PRINTED	000098 LOS ANGELES DODGERS	1,254.25			
185826	06/11/2026	PRINTED	008785 LUZ PADUA	50.00			
185827	06/11/2026	PRINTED	006884 LYFT, INC.	10,323.75			
185828	06/11/2026	PRINTED	000494 M AND S METALS	911.63			
185829	06/11/2026	PRINTED	001732 MANHATTAN STITCHING CO IN	57,906.42			
185830	06/11/2026	PRINTED	007973 MARIPOSA LANDSCAPES, INC	5,000.00			
185831	06/11/2026	PRINTED	008867 MASSEY CONSTRUCTION LLC	545.00			
185832	06/11/2026	PRINTED	008806 MATRIX CONSULTING GROUP,	2,900.00			
185833	06/11/2026	PRINTED	000037 MAYFLOWER DISTRIBUTING CO	97.93			
185834	06/11/2026	PRINTED	006553 MCA DIRECT	1,541.76			
185835	06/11/2026	PRINTED	006224 MCWIL SPORTS SURFACES, IN	12,697.70			
185836	06/11/2026	PRINTED	007605 MICHAEL K WILSON	50.00			
185837	06/11/2026	PRINTED	002703 MIXONE SOUND LLC	5,500.00			
185838	06/11/2026	PRINTED	000379 MUTUAL PROPANE CO INC	541.47			

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185839	06/11/2026	PRINTED	007216 MW AUDIO VISUAL INC.	5,741.99			
185840	06/11/2026	PRINTED	007453 NEICE KNIGHT	200.00			
185841	06/11/2026	PRINTED	010999 California Governor's Off	39.09			
185842	06/11/2026	PRINTED	000528 PARTY PRONTO	2,390.00			
185843	06/11/2026	PRINTED	007508 PATRICK BOLTON	2,750.00			
185844	06/11/2026	PRINTED	000460 PETES ROAD SERVICE INC	532.85			
185845	06/11/2026	PRINTED	007907 PRECISION INVESTMENT	181.68			
185846	06/11/2026	PRINTED	001550 PUMPMAN LLC	6,734.00			
185847	06/11/2026	PRINTED	001255 JESSICA RAMOS	50.00			
185848	06/11/2026	PRINTED	008532 RCR TRAFFIC SPECIALIST	5,333.36			
185849	06/11/2026	PRINTED	000119 RED WING SHOE STORE	4,120.27			
185850	06/11/2026	PRINTED	004145 CASSANDRA REED	50.00			
185851	06/11/2026	PRINTED	000588 REFRIGERATION SUPPLIES DI	908.22			
185852	06/11/2026	PRINTED	010000 CCCAF	500.00			
185853	06/11/2026	PRINTED	010000 CHURCH OF THE LIVING GOD/	250.00			
185854	06/11/2026	PRINTED	010000 ERNESTINE LEVERETTE	250.00			
185855	06/11/2026	PRINTED	010000 JUANITA LOONEY	100.00			
185856	06/11/2026	PRINTED	008216 ROBERT HALF INC.	297.50			
185857	06/11/2026	PRINTED	000057 ROBERT MCELROY LLC	191.88			
185858	06/11/2026	PRINTED	001230 ROBERTSONS READY MIX CONC	1,556.80			
185859	06/11/2026	PRINTED	001715 HARRIETT RUSS	50.00			
185860	06/11/2026	PRINTED	000120 S&S WORLDWIDE INC	696.12			
185861	06/11/2026	PRINTED	007608 SAIDICO DIRECT INC	168.25			
185862	06/11/2026	PRINTED	007851 SAMI'S REFEREES LLC	6,000.00			
185863	06/11/2026	PRINTED	000427 SAM'S CLUB DIRECT	1,605.84			
185864	06/11/2026	PRINTED	007957 SAMUEL DACUS	50.00			
185865	06/11/2026	PRINTED	001605 SC FUELS	20,342.96			
185866	06/11/2026	PRINTED	000124 SEPULVEDA BUILDING MATERI	305.71			
185867	06/11/2026	PRINTED	007281 SHANNON WAYNE LAWRENCE	50.00			
185868	06/11/2026	PRINTED	000170 SHERWIN WILLIAMS	138.31			
185869	06/11/2026	PRINTED	000211 SMART AND FINAL IRIS	486.27			
185870	06/11/2026	PRINTED	000240 SOUTHERN CALIFORNIA EDISO	136.05			
185871	06/11/2026	PRINTED	004417 SOCALGAS	117.69			
185872	06/11/2026	PRINTED	000189 SOUTH COAST AIR QUALITY M	1,343.87			
185873	06/11/2026	PRINTED	008840 STACEY AHAIWE-SIMPSON	50.00			
185874	06/11/2026	PRINTED	000718 STAPLES ADVANTAGE	565.63			
185875	06/11/2026	PRINTED	000289 STATE OF CA DOJ/ACCTG OFF	900.00			
185876	06/11/2026	PRINTED	008807 CALIFORNIA BUILDING STAND	10,304.10			
185877	06/11/2026	PRINTED	008737 SUNSHINE SKATE FOUND	3,000.00			
185878	06/11/2026	PRINTED	005013 SWAYZER CORPORATION	34,279.39			
185879	06/11/2026	PRINTED	001260 HOURIE TAYLOR	50.00			
185880	06/11/2026	PRINTED	007780 TERESITA J. JUNIO	50.00			
185881	06/11/2026	PRINTED	007826 TETRA GRAPHICS, INC	397.80			
185882	06/11/2026	PRINTED	007931 TOMECKO JACKSON	1,290.00			
185883	06/11/2026	PRINTED	006769 U S BANK CORPORATE PAYMEN	12,804.63			
185884	06/11/2026	PRINTED	006769 CITY MANAGER	1,003.36			
185885	06/11/2026	PRINTED	000530 ULINE SHIPPING SUPPLY SPE	2,099.94			
185886	06/11/2026	PRINTED	001249 VERIZON WIRELESS	190.34			
185887	06/11/2026	PRINTED	007191 VERNE'S PLUMBING, INC.	4,845.00			
185888	06/11/2026	PRINTED	000562 THE WALKING MAN INC	1,750.00			
185889	06/11/2026	PRINTED	004045 FREEMAN WATKINS	50.00			
185890	06/11/2026	PRINTED	000361 WEST COAST SAND AND GRAVE	364.78			

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
185891	06/11/2026	PRINTED	002212 HD SUPPLY CONSTRUCTION	1,022.03			
185892	06/11/2026	PRINTED	001052 WILLIAM A KOONS	50.00			
185893	06/11/2026	PRINTED	008105 Z&K CONSULTANTS, INC	57,816.00			
185894	06/18/2026	PRINTED	000418 4IMPRINT INC	4,235.12			
185895	06/18/2026	PRINTED	002904 ADMINSURE INC	9,400.00			
185896	06/18/2026	PRINTED	008764 ADVANCED AVANT-GARDE CORP	9,095.00			
185897	06/18/2026	PRINTED	008533 AFIA HEMPHILL	50.00			
185898	06/18/2026	PRINTED	007692 ALBERT A. WEBB ASSOCIATES	21,720.50			
185899	06/18/2026	PRINTED	000797 ALESHIRE AND WYNDER LLP	38,734.80			
185900	06/18/2026	PRINTED	000042 ALIN PARTY SUPPLY CO	245.16			
185901	06/18/2026	PRINTED	004388 AIS TRUST ACCOUNT NEWPORT	46.00			
185902	06/18/2026	PRINTED	005523 AMAZON CAPITAL SERVICES	8,791.52			
185903	06/18/2026	PRINTED	006675 AMERICAN TRANSPORTATION S	1,025.59			
185904	06/18/2026	PRINTED	007629 ARROW TOOLS, FASTENERS &	175.30			
185905	06/18/2026	PRINTED	000974 AT & T ALARM CIRCUITS	254.08			
185906	06/18/2026	PRINTED	001078 AT & T LONG DISTANCE	98.37			
185907	06/18/2026	VOID	001001 AT&T PHONE	.00			
185908	06/18/2026	PRINTED	000963 B AND M LAWN AND GARDEN C	1,146.58			
185909	06/18/2026	PRINTED	004410 B D WHITE TOP SOIL CO INC	2,538.21			
185910	06/18/2026	PRINTED	001248 BARR AND CLARK INC	1,150.00			
185911	06/18/2026	PRINTED	007051 BASIC PVR	1,137.60			
185912	06/18/2026	PRINTED	007051 BASIC BENEFITS LLC	373.80			
185913	06/18/2026	PRINTED	004641 BILLYE BATES	50.00			
185914	06/18/2026	PRINTED	000697 BIG ANDYS TROPHIES AND PL	4,441.83			
185915	06/18/2026	PRINTED	008585 BLACKSTONE REMODELING INC	72,244.10			
185916	06/18/2026	PRINTED	001438 BLUE DIAMOND MATERIALS	3,616.26			
185917	06/18/2026	PRINTED	008671 BRANDON FIELDS	200.00			
185918	06/18/2026	PRINTED	000140 CARL WARREN AND CO	10,804.50			
185919	06/18/2026	PRINTED	001489 CHOURA VENUE SERVICES	13,648.27			
185920	06/18/2026	PRINTED	004947 CINDY'S JUMPERS	1,160.00			
185921	06/18/2026	PRINTED	008513 CINTAS CORPORATION NO. 2	2,505.16			
185922	06/18/2026	PRINTED	001629 CORTEZ GRAPHICS	8,209.71			
185923	06/18/2026	PRINTED	004275 COSTAR REALTY INFORMATION	1,494.83			
185924	06/18/2026	PRINTED	003586 CS AND ASSOCIATES INC	17,165.00			
185925	06/18/2026	PRINTED	008504 DANIEL NICHOLS	649.17			
185926	06/18/2026	PRINTED	000534 DIRECTV	27.00			
185927	06/18/2026	PRINTED	004906 DIVISION OF THE STATE ARC	458.80			
185928	06/18/2026	PRINTED	006876 DONALD ALAN SPRAGUE	4,325.00			
185929	06/18/2026	PRINTED	003092 VERA DORSEY-REEVES	50.00			
185930	06/18/2026	PRINTED	000399 DUNN EDWARDS PAINT CO	9,179.24			
185931	06/18/2026	PRINTED	000394 EARLY CHILDHOOD	277.65			
185932	06/18/2026	PRINTED	006907 ECO LAB	1,155.49			
185933	06/18/2026	PRINTED	008617 ECONOMIC & PLANNING SYSTE	213.75			
185934	06/18/2026	PRINTED	008329 ENSAFE INC	4,101.49			
185935	06/18/2026	PRINTED	003667 ERNESTINE LEVERETTE	50.00			
185936	06/18/2026	PRINTED	000039 EWING IRRIGATION PRODUCTS	278.10			
185937	06/18/2026	PRINTED	008107 FCG CONSULTANTS INC	38,586.10			
185938	06/18/2026	PRINTED	007224 FCS INTERNATIONAL, INC.	24,049.25			
185939	06/18/2026	PRINTED	000355 FERGUSON ENTERPRISES INC	311.36			
185940	06/18/2026	PRINTED	006085 GARCIA, MARIA DE JESUS	56.50			
185941	06/18/2026	PRINTED	001268 GBROS INC	216.54			
185942	06/18/2026	PRINTED	007653 GCAP SERVICES, INC.	456.25			

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
185943	06/18/2026	PRINTED	007611 GEORGE, MICHAEL	152.66			
185944	06/18/2026	PRINTED	008335 GOMEZ GROWERS INC.	8,325.63			
185945	06/18/2026	PRINTED	001093 SHIRLEY GRAVES	50.00			
185946	06/18/2026	PRINTED	005525 GREENBERG TRAUIG LLP	104,233.50			
185947	06/18/2026	PRINTED	008394 HANNAH MITCHELL	50.00			
185948	06/18/2026	PRINTED	008800 HERITAGE POOL SUPPLY GROU	737.69			
185949	06/18/2026	PRINTED	000234 HOME DEPOT CREDIT SERVICE	22,548.91			
185950	06/18/2026	PRINTED	000904 NELLIE K LUA	1,502.80			
185951	06/18/2026	PRINTED	000152 JERRYS CLEANERS	250.00			
185952	06/18/2026	PRINTED	007103 JOE A. GONSALVES & SON	6,000.00			
185953	06/18/2026	PRINTED	007829 JOHNSON CONTROLS	558.20			
185954	06/18/2026	PRINTED	008390 JOSHUA MOORE	50.00			
185955	06/18/2026	PRINTED	008392 KAYLA HONMA	50.00			
185956	06/18/2026	VOID	008859 KDAY RADIO LLC	.00			
185957	06/18/2026	PRINTED	007093 KILEY & ASSOCIATES LLC	1,140.00			
185958	06/18/2026	PRINTED	008403 KOBII M. HOWARD	200.00			
185959	06/18/2026	PRINTED	000094 LAKESHORE LEARNING MATERI	711.57			
185960	06/18/2026	PRINTED	008272 LARHONDA BROWN	50.00			
185961	06/18/2026	PRINTED	001841 LAUSD TALENT ACQUISITION	108.00			
185962	06/18/2026	PRINTED	004428 LAWSON PRODUCTS INC	1,475.84			
185963	06/18/2026	PRINTED	007569 LINDA R. DUNN	50.00			
185964	06/18/2026	PRINTED	008534 LISA F. COTTRELL	50.00			
185965	06/18/2026	PRINTED	008639 LIZETTE ESPERICUETA ARRIO	1,321.00			
185966	06/18/2026	PRINTED	004767 DELIA LOPEZ	50.00			
185967	06/18/2026	PRINTED	000072 BUSINESS FILINGS AND REGI	75.00			
185968	06/18/2026	PRINTED	000074 LOS ANGELES COUNTY SHERIF	83,842.75			
185969	06/18/2026	PRINTED	000494 M AND S METALS	5,165.88			
185970	06/18/2026	PRINTED	004349 YVETTE MAO	1,500.00			
185971	06/18/2026	PRINTED	008035 MARION MARTIN JR	200.00			
185972	06/18/2026	PRINTED	006915 MARK LEE GROH	240.00			
185973	06/18/2026	PRINTED	008869 MIRANDA ORTIZ	50.00			
185974	06/18/2026	PRINTED	000599 MR HOSE INC	477.59			
185975	06/18/2026	PRINTED	003576 MRS ENVIRONMENTAL INC	4,672.26			
185976	06/18/2026	PRINTED	008850 MUSCO CORPORATION	3,536.00			
185977	06/18/2026	PRINTED	008817 NATHANIEL ZULUETA	50.00			
185978	06/18/2026	PRINTED	008145 NICOLETTE JACKSON-POWNALL	750.00			
185979	06/18/2026	PRINTED	000563 JANNY NOA	201.31			
185980	06/18/2026	PRINTED	003176 EMMANUEL OBIORA	150.00			
185981	06/18/2026	PRINTED	000528 PARTY PRONTO	2,831.00			
185982	06/18/2026	PRINTED	004160 PDQ ENTERPRISES, INC.	22,823.96			
185983	06/18/2026	PRINTED	004862 PRINCIPAL LIFE INSURANCE	2,887.50			
185984	06/18/2026	PRINTED	008650 PROFESSIONAL COMMUNICATIO	929.05			
185985	06/18/2026	PRINTED	000408 PROFESSIONAL MOBILE REMOD	2,098.00			
185986	06/18/2026	PRINTED	001128 QUINN COMPANY	471.36			
185987	06/18/2026	PRINTED	000520 R AND R INDUSTRIES INC	1,544.25			
185988	06/18/2026	PRINTED	000118 JULIE RUIZ RABER	50.00			
185989	06/18/2026	PRINTED	008545 RANDY D. BROWN	50.00			
185990	06/18/2026	PRINTED	000588 REFRIGERATION SUPPLIES DI	404.82			
185991	06/18/2026	PRINTED	010000 JULIANA ASIA-SU'A	500.00			
185992	06/18/2026	PRINTED	010000 SAMOAN FLAG DAY LOS ANGEL	750.00			
185993	06/18/2026	PRINTED	007405 RHA LANDSCAPE ARCHITECTS-	2,350.00			
185994	06/18/2026	PRINTED	000402 ROADLINE PRODUCTS INC USA	2,625.48			

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
185995	06/18/2026	PRINTED	000057 ROBERT MCELROY LLC	111.93			
185996	06/18/2026	PRINTED	001230 ROBERTSONS READY MIX CONC	1,829.39			
185997	06/18/2026	PRINTED	002515 MYRNA RONQUILLO	50.00			
185998	06/18/2026	PRINTED	001388 RUSSELL SIGLER INC	5,001.23			
185999	06/18/2026	PRINTED	008612 RYAN MCNICHOLS	200.00			
186000	06/18/2026	PRINTED	000427 SAM'S CLUB DIRECT	987.22			
186001	06/18/2026	PRINTED	006964 SCCI, INC.	600.00			
186002	06/18/2026	PRINTED	001667 SEA COAST DESIGN GROUP IN	2,020.22			
186003	06/18/2026	PRINTED	008678 SELECT ELECTRIC, INC	122,602.91			
186004	06/18/2026	PRINTED	000124 SEPULVEDA BUILDING MATERI	391.67			
186005	06/18/2026	PRINTED	008770 SHARPLINE SOLUTIONS INC	6,324.40			
186006	06/18/2026	PRINTED	000170 SHERWIN WILLIAMS	291.09			
186007	06/18/2026	PRINTED	000211 SMART AND FINAL IRIS	343.09			
186008	06/18/2026	PRINTED	000240 SOUTHERN CALIFORNIA EDISO	70,747.30			
186009	06/18/2026	PRINTED	008152 SO CAL EQUIPMENT REPAIR,	1,096.98			
186010	06/18/2026	PRINTED	000718 STAPLES ADVANTAGE	5,750.72			
186011	06/18/2026	PRINTED	008868 SYDNEY CONES-CANO	50.00			
186012	06/18/2026	PRINTED	007654 TAIT & ASSOCIATES, INC	2,515.00			
186013	06/18/2026	PRINTED	008162 TDG ENGINEERING, INC.	45,959.03			
186014	06/18/2026	PRINTED	007931 TOMECKO JACKSON	1,375.00			
186015	06/18/2026	PRINTED	007705 TRANSTECH ENGINEERS, INC.	8,514.00			
186016	06/18/2026	PRINTED	006769 U S BANK CORPORATE PAYMEN	11,127.04			
186017	06/18/2026	PRINTED	006769 CITY MANAGER	994.36			
186018	06/18/2026	PRINTED	000002 UNITED RENTALS (NORTH AME	292.83			
186019	06/18/2026	PRINTED	008517 VITAL RECORDS CONTROL	240.00			
186020	06/18/2026	PRINTED	002212 HD SUPPLY CONSTRUCTION AN	178.33			
186021	06/18/2026	PRINTED	008644 WILLIAMS SCOTSMAN, INC.	811.09			
186022	06/18/2026	PRINTED	001507 XTREME FITNESS	610.00			
186023	06/18/2026	PRINTED	000144 YAMADA CO INC	1,755.97			
186024	06/18/2026	PRINTED	008105 Z&K CONSULTANTS, INC	107,669.92			
446 CHECKS				CASH ACCOUNT TOTAL	7,342,014.76	.00	

AP CHECK RECONCILIATION REGISTER

		UNCLEARED	CLEARED
446 CHECKS	FINAL TOTAL	7,342,014.76	.00

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



Report to Honorable Mayor and City Council

Tuesday, July 7, 2026, 5:00 PM

CONSENT 18.

To: Honorable Mayor and City Council

From: David Roberts, City Manager CMO Administration

Subject: CONSIDER CANCELING THE AUGUST 18, 2026, REGULAR CITY COUNCIL MEETING BY MINUTE ORDER (CITY COUNCIL)

I. SUMMARY

This item transmits a request for City Council to consider canceling the August 18, 2026, Regular City Council Meeting by minute order. The City Council typically meets on the first and third Tuesdays of each month. Approval of this item would cancel, or cause "to go dark," the Regular meeting that is scheduled to occur on the third Tuesday of August 2026.

II. RECOMMENDATION

1. APPROVE canceling the August 18, 2026, Regular City Council Meeting by minute order.

III. ALTERNATIVES

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

IV. BACKGROUND

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

Approval of this item would authorize a one-time cancellation of the second meeting in August 2026 that is scheduled to fall on the third Tuesday of that month. The normal City Council meeting schedule would resume in September 2026, with meetings on September 1 and 15.

V. FISCAL IMPACT

There is no fiscal impact associated with this report.

VI. EXHIBITS

None.



Report to Honorable Mayor and City Council

Tuesday, July 7, 2026, 5:00 PM

CONSENT 19.

To: Honorable Mayor and City Council
From: Saron Shiferaw, Senior Clerk CMO Administration
Subject: CONSIDER AN UPDATE ON CITY COMMISSIONS (CITY COUNCIL)

I. SUMMARY

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

II. RECOMMENDATION

RECEIVE and FILE this report.

III. ALTERNATIVES

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

IV. BACKGROUND

Updates on recent and planned Commission activities are included below.

Economic Development Commission

The July 2026 meeting of the Economic Development Commission was cancelled.

Environmental Commission

The Environmental Commission held its regular meeting on June 4, 2026, at City Hall. The Commission conducted routine business, including the approval of the May 6, 2026, meeting minutes. During the new business, staff provided an update on the City's Climate Action Plan, including information about an upcoming community workshop to gather input from residents and stakeholders and to discuss environmental priorities. The Commission also received information regarding the City's Hazardous Materials Ordinance, and that staff was working on scheduling a presentation on this topic with the Planning Division. Commissioners shared updates on upcoming community events, discussed environmental concerns arising from the recent incident in Garden Grove, and inquired about any planned changes at the Shell site. The meeting was adjourned at 7:17 p.m., with the next meeting scheduled for July 1, 2026, at 6:30 p.m.

Public Works Commission

The Public Works Commission conducted their regular monthly meeting on Monday, June 8, 2026, after quorum was established. The commission was visited by a gentleman who works in the area of Sepulveda and Intermodal Way to express concern with illegal dumping and street take-overs. His concerns will be addressed by staff, and he was welcomed to follow up at any time with the Public Works office.

Additionally, the commission took up one item of unfinished business and briefly discussed how this item would be resolved. There being no new business on the agenda, the commissioners proceeded with oral communications. Items discussed included the timeline for the replacement of the street name signs, the upcoming Juneteenth Celebration, and questions about why the PW budget experienced a 12% decrease for the upcoming fiscal year. After some conversation, the meeting was adjourned.

Human Relations Commission

There is no update from the Human Relations Commission.

Parks, Recreation, and Cultural Arts Commission

The Parks, Recreation, and Cultural Arts Commission convened on Thursday, May 28, 2026, at the Carson Event Center. The Recreation Superintendent provided a brief presentation outlining updates occurring at sites currently under construction. The department updates the commission monthly regarding the progress of park renovations to keep Commissioners well informed and able to relay information to park visitors. Commissioners reported on their park assignments and expressed concerns and suggestions to staff.

The next meeting will be held on Thursday June 25, 2026, at the Del Amo Park. Commission meetings held at local parks aim to encourage greater community engagement by providing residents with an opportunity to voice their concerns about their neighborhoods.

Planning Commission

See attachment included as Exhibit 1.

Public Relations Commission

The Public Relations Commission will meet on Tuesday, June 23, 2026 to recap the Why I Like Carson Essay Contest Awards Ceremony. They will adjourn until their next meeting on Tuesday, September 22, 2026.

Public Safety Commission

The Public Safety Commission had a meeting scheduled for Thursday, June 18, and successfully had a quorum. For this meeting LASD gave the commissioners a presentation on traffic Enforcement. In addition, red light cameras and speed cameras were discussed under continued business and a citywide permit program was discussed under new business.

Senior Citizens Advisory Commission

See attachment included as Exhibit 2.

Veterans Affairs Commission

The Veterans Affairs Commission met on Monday, June 15, 2026. During the meeting, subcommittee members provided a recap and feedback on the Memorial Day Tribute. The commission discussed its intent to participate in the City of Torrance's Armed Forces Day event next year. A guest speaker attended the meeting to share information and resources relevant to veterans and the commission's efforts to serve local veterans, specifically about VA medical benefits, filing claims, and understanding Medicare after the age of 65. Commissioners continued to offer feedback on flag displays and etiquette, as well as address general maintenance concerns at the parks they oversee.

Women's Issues Commission

The Women's Issues Commission met on June 22, 2026, and welcomed newly appointed Commissioner Jennifer Jones-Phillips. The Commission discussed its next major priorities, including supporting the upcoming "It's All About Me" Women's Health Conference on October 16, volunteer participation, ticket sales, and potential community outreach projects for the new fiscal year.

The Commission also reviewed recently completed initiatives, including the May 20 parent volunteer recognition at the City Council meeting and the outreach kit drop-off at Heritage Rehabilitation Center.

Commissioners expressed interest in using the upcoming budget year to support female students in need, including potentially unhoused students at CSUDH, pending additional information from campus contacts.

Upcoming city events shared with the Commission included the Samoan Festival, June 30 Job Fair, August 8 Backpack Giveaway, September 19 Prayer Breakfast, October 3 Jazz Festival, and October 16 Women's Health Conference.

Youth Commission

The Youth Commission met on Wednesday, June 10, 2026. During the meeting, the commissioners provided feedback on the Earth Day Kids Fest and Youth Summit events. They were tasked with attending an upcoming special event and providing feedback, takeaways, and recommendations for these events, allowing them the opportunity to participate and engage more at community events. The commissioners were encouraged to meet with the supervisors and conduct walk-throughs at their respective parks.

V. FISCAL IMPACT

There is no direct fiscal impact associated with this report.

VI. EXHIBITS

1. Planning Commission
2. Senior Citizens Advisory Commission

Attachments

[Planning Commission](#)

[Senior Citizens Advisory Commission](#)

Planning Commission Report

December 2025 - June 2026

Planning Commission December 9, 2025

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

Applicant: Jefferson Ohio

Owner: Bill Hassan

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

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

Action: Continued

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

Applicant: City of Carson

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

Property Involved: Citywide

Action: Approved

Planning Commission Report

December 2025 - June 2026

Planning Commission December 17, 2025

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

Applicant: Marcel Martins - CreateRE

Owner: Armin Haghi and Sean Haghi

Request: Adopt Resolution No. 25-2896 of the Planning Commission of the City of Carson approving a one-year extension of time of effectiveness of Site Plan and Design Review 1785-19 Revision #2, pertaining to real property located at 2625 E. Carson Street.

Property Involved: 2625 E. Carson Street (APN 7316-008-021, -022, and -022)

Action: Approved

Planning Commission January 27, 2026

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

Applicant: City of Carson

Request: Adopt Resolution No. 26-2897, entitled, "A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF CARSON RECOMMENDING THAT THE CITY COUNCIL APPROVE AN ADDENDUM TO THE CARSON 2040 GENERAL PLAN UPDATE ENVIRONMENTAL IMPACT REPORT AND ADOPT THE CARSON CIVIC CENTER SPECIFIC PLAN (SP No. 01-26)."

Property Involved: 701 and 801 E. Carson St.

Action: Approved

Planning Commission Report December 2025 - June 2026

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

Applicant: Imperial Avalon, LLC

Owner: Imperial Avalon, LLC; Lennar Homes of California, LLC

Request: Adopt Resolution No. 26-2898, entitled, "A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF CARSON RECOMMENDING THE CARSON CITY COUNCIL APPROVE AMENDED AND RESTATED DEVELOPMENT AGREEMENT NO. 23-19 BETWEEN THE CITY OF CARSON, IMPERIAL AVALON, LLC, AND LENNAR HOMES OF CALIFORNIA, LLC FOR A MIXED-USE PROJECT LOCATED 21207 SOUTH AVALON BOULEVAD".

Property Involved: 21207 S. Avalon Blvd.

Action: Approved

Planning Commission February 24, 2026

6. Design Overlay Review No. 00021-25

Applicant: Ashley Lin

Request: Adopt Resolution No. 26-2899, entitled, "A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF CARSON FINDING A CEQA EXEMPTION AND CONDITIONALLY APPROVING SITE PLAN AND DESIGN REVIEW NO. 00021-25 TO MODIFY THE FAÇADE OF THE SHOWROOM BUILDING OF AN EXISTING NEW CAR DEALERSHIP."

Property Involved: 2205 E. 223rd Street

Action: Approved

Planning Commission Report

December 2025 - June 2026

Planning Commission March 10, 2026

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

Applicant: VESI 27, LLC

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

Property Involved: 18800 Broadway Avenue

Action: Approved

Planning Commission April 14, 2026

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

Applicant: Cosmetix West

Owner: Port of LA Industrial, LLC

Request: Adopt Planning Commission Resolution No. 26-2901, entitled, "A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF CARSON FINDING A CEQA EXEMPTION AND CONDITIONALLY APPROVING CONDITIONAL USE PERMIT NO.00001-26 TO ALLOW THE USE AND STORAGE OF HAZARDOUS MATERIALS ASSOCIATED WITH A COSMETIC MANUFACTURING OPERATION LOCATED AT 2136 E. 223RD STREET (APN 7315-008-049)."

Property Involved: 2136 E 223rd Street (APN 7315-008-049)

Action: Approved

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

Planning Commission Report December 2025 - June 2026

Planning Commission June 9, 2026

9. Zoning Text Amendment (ZCC 00001-26)

Applicant: City of Carson

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

**Property
Involved:** Citywide

Action: Continued

Summary of the Senior Citizens Advisory Commission Meeting

June 8, 2026

The Senior Citizens Advisory Commission met on June 8, 2026, at 4:05 p.m. Vice Chair Ruiz-Raber presided over the meeting in the absence of Chair Seymore. Commissioners received a presentation from occupational therapists Melanie Martinez and Cianela Canlapan of California State University, Dominguez Hills regarding a collaborative Home Safety Program that provides free in-home safety evaluations to help older adults remain safe and independent in their homes.

The Commission approved the meeting agenda and the minutes of the May 11, 2026 meeting. Staff provided updates on ongoing Human Services programs, including support groups, caregiver programs, the Mental Wellness Series for Seniors, the Arthritis Exercise Program, Stroke Center activities, and Special Interest programs. Commissioners received and filed the Human Services Spotlight of Events and Section Update Reports.

Subcommittee reports indicated no new updates. Discussion regarding attendance at a City Council meeting was postponed until August, and there was no new business before the Commission.

During Commissioner Oral Communications, members shared information regarding recent community events, including the Senior Resource Fair, the Mayor's Town Hall meeting, the Memorial Day Tribute, scholarship awards presented by the Carson Women's Club, and upcoming fundraising activities. Several commissioners also shared personal updates, including expressions of gratitude for condolences received following the loss of family members.

During Staff Oral Communications, staff highlighted the upcoming Senior Mixer, Juneteenth Celebration, and other senior programs. Staff also recognized the success of the Mental Health Forum, thanked attendees of the Senior Resource Fair, acknowledged Commissioner Leverette's active social media outreach, and extended condolences to commissioners who recently experienced family losses.

The meeting adjourned at 4:42 p.m. following a motion by Commissioner Bates, seconded by Commissioner Ronquillo, which carried unanimously.



Report to Honorable Mayor and City Council

Tuesday, July 7, 2026, 5:00 PM

CONSENT 20.

To: Honorable Mayor and City Council

From: Michael George, Government Affairs Officer CMO Administration

Subject: CONSIDER APPROVAL OF AMENDMENT NO. 2 TO THE AGREEMENT WITH CALIFORNIA CONSULTING, INC. FOR CITYWIDE PROFESSIONAL GRANT WRITING SERVICES (CITY COUNCIL)

I. SUMMARY

Staff recommends that the City Council approve Amendment No. 2 to the agreement with California Consulting, Inc. for citywide grant writing services. The proposed amendment would exercise the second and final one-year extension option authorized under the original agreement (Exhibit 1) and increase the contract amount by \$66,000, resulting in a new total not-to-exceed amount of \$312,000 over the five-year term. Since the original contract was established in 2022, the City has secured over \$10 million in grant funding through the City's grant writing services, representing more than \$40 in grant funding secured for every \$1 invested, or an approximate 4,000% return on investment.

On September 20, 2022, the City Council approved the original agreement with California Consulting for a three-year term, with two optional one-year extensions, at an annual cost of \$60,000 and a total not-to-exceed amount of \$180,000 (Exhibit 1). On May 6, 2025, the City Council approved Amendment No. 1, which exercised the first one-year extension option, thereby extending the agreement term until September 29, 2026, and increased the annual compensation to \$66,000 for the extension year, thereby increasing the total not-to-exceed Contract Sum by \$66,000, to \$246,000.

Approval of the proposed Amendment No. 2 (Exhibit 3) would exercise the City's second and final option to extend the agreement term by one year, to September 29, 2027, and provide \$66,000 for continued grant writing services during the final extension year, resulting in an amended total not-to-exceed contract amount of \$312,000. Prior to the expiration of the agreement, staff will conduct a competitive Request for Proposals process and return to the City Council with a recommended contract award to ensure a seamless transition and continuity of grant writing services upon conclusion of the existing agreement.

II. RECOMMENDATION

TAKE the following actions:

1. APPROVE Amendment No. 2 with California Consulting, Inc. to exercise the final one-year term extension and increase the Contract Sum by \$66,000 (Exhibit 3; the "Amendment"); and,
2. AUTHORIZE the Mayor to execute the Amendment, following approval as to form by the City Attorney.

III. ALTERNATIVES

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

IV. BACKGROUND

At its meeting on September 20, 2022, the City Council approved an agreement with California Consulting, Inc. ("California Consulting") for citywide grant writing services for an initial three-year term, with two optional one-year extensions, at an annual cost of \$60,000 and a total not-to-exceed amount of \$180,000. California Consulting provides professional grant writing and grant management services to assist the City in identifying, pursuing, and securing funding opportunities that support City priorities, including housing and community development, economic development, sustainability, environmental improvements, parks, transportation, water infrastructure, and other capital improvement projects.

Since the agreement was executed, California Consulting has assisted the City in securing several million dollars in grant funding from federal, state, regional, and other funding sources. Additional information regarding grant awards and funding secured is included in Exhibit 4.

On May 6, 2025, the City Council approved Amendment No. 1 to the agreement, exercising the first one-year extension option through September 2026 and increasing annual compensation to \$66,000. The amendment also contemplated the same annual compensation amount for the second and final one-year extension period, subject to future City Council approval.

Section 3.4 of the original agreement authorized the City, at its sole discretion, to extend the agreement for up to two additional one-year terms. One option remains following Amendment No. 1. Staff recommends approving Amendment No. 2, which would exercise the second and final one-year extension option through September 2027 and increase the contract amount by \$66,000 for the extension period, resulting in a total not-to-exceed Contract Sum of \$312,000.

To ensure continuity of grant writing services, staff will initiate a competitive Request for Proposals process prior to the expiration of the California Consulting agreement and return to the City Council with a recommended contract award so that a new agreement may be in place before the agreement term concludes.

V. FISCAL IMPACT

Approval of this item will authorize the expenditure of \$66,000, which is included in the Fiscal Year 2026-2027 adopted budget under Account Code 101-50-501-100-6004.

VI. EXHIBITS

1. Original Contract Services Agreement with California Consulting
2. (Existing) Contract Amendment No. 1 with California Consulting
3. (Proposed) Contract Amendment No. 2 with California Consulting
4. Grant Award List

Attachments

[C-22-176 - CALIFORNIA CONSULTING, INC 2022 SEP 29 \(4\).pdf](#)

[C-22-176 - CALIFORNIA CONSULTING AMENDMENT NO. 1 2025 OCTOBER 14 \(1\).pdf](#)

[Proposed Contract Amendment No. 2 with California Consulting](#)

[Grant Award List](#)

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF CARSON

and

CALIFORNIA CONSULTING, INC.

**AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF CARSON AND
CALIFORNIA CONSULTING, INC.**

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 29th day of September, 2022 by and between the City of Carson, a California municipal corporation ("City") and California Consulting, 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, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Consultant, following submission of a proposal in response to the Request for Proposals (the "Proposal") 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 scope set out in Consultant's Proposal which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

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

1.4 Licenses, Permits, Fees and Assessments.

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

1.5 Familiarity with Work.

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

1.6 Care of Work.

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

1.7 Further Responsibilities of Parties.

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

1.8 Additional Services.

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

1.9 Special Requirements.

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **One Hundred Eighty Thousand Dollars (\$180,000)** (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.

2.5 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 Schedule of Performance.

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

3.3 Force Majeure.

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

3.4 Term.

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

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

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

Steve Samuelian
(Name)

CEO
(Title)

Michelle Ferguson
(Name)

Project Manager
(Title)

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

4.2 Status of Consultant.

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

4.3 Contract Officer.

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

4.4 Independent Consultant.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent

contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venture 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]

SS
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 SS

9.7 Corporate Authority.

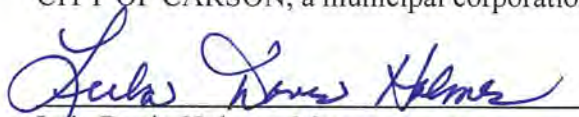
The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions 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]

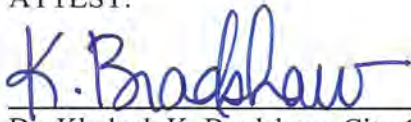
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

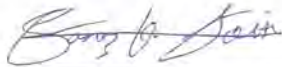

Lula Davis-Holmes, Mayor

ATTEST:


Dr. Khaleah K. Bradshaw, City Clerk



APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP



Sunny K. Soltani, City Attorney
[brj]

CONSULTANT:

CALIFORNIA CONSULTING, INC., a California corporation

By: 
Name: Steve Samuelian
Title: CEO

By: 
Name: Steve Samuelian
Title: Secretary
Address: 214 Main Street, Suite 102
El Segundo, CA 90245

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2022 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER		DESCRIPTION OF ATTACHED DOCUMENT
☐	INDIVIDUAL	
☐	CORPORATE OFFICER	
	TITLE(S)	TITLE OR TYPE OF DOCUMENT
☐	PARTNER(S) ☐ LIMITED	
	☐ GENERAL	
☐	ATTORNEY-IN-FACT	
☐	TRUSTEE(S)	NUMBER OF PAGES
☐	GUARDIAN/CONSERVATOR	
☐	OTHER _____	
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES))		DATE OF DOCUMENT
_____ _____ _____		
		SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2022 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

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☐	ATTORNEY-IN-FACT	
☐	TRUSTEE(S)	NUMBER OF PAGES
☐	GUARDIAN/CONSERVATOR	
☐	OTHER _____	
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES))		DATE OF DOCUMENT
_____ _____ _____		
		SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"
SCOPE OF SERVICES

I. Consultant will perform the following Services:

Professional grant writing services to help the City identify, pursue, and manage grants associated with the City's goals and priorities. These mainly include, but are not limited to, the following: housing and community development, economic development, sustainability, livability, environmental enhancements, clean air, clean water, parks, and infrastructure improvements. Infrastructure refers to all water and transportation aspects, including parks. Consultant will help City secure federal, and state and local funds in the form of grants and potentially also low interest loans (such as the State Revolving Loan program for water projects) from the state and federal government, and other agencies. The types of grants pursued may encompass all types and categories as well as sizes and complexities. For example, grants could be as simple as stormwater infiltration and electric vehicle chargers, or could be for complex truck routes, parks, bridges and street expansions, and upgrades. The professional grant writing services that the Consultant shall perform include, but are not limited to, the following:

- A. Assist City staff in securing federal, state, and local funds in the form of grants from the state and federal government, and other agencies, to support the financing of Carson's housing and community development programs. Assisting staff to secure grant funds will include identifying relevant grant opportunities, preparing and submitting applications in a timely manner (subject to Contract Officer approval pursuant to Section II of this Exhibit), following up with the grant agencies, and assisting staff to prepare and submit any reports or information required by the granting agency.
- B. Find funding opportunities in the form of local, state and federal grants for business owners and homeowners to be used to maintain and upgrade their property. The funding opportunities shall also include low-interest loans, such as the State Revolving Loan program for water projects.
- C. Find funding opportunities and assist with grant applications for various capital improvement projects. These include all types of water, sustainability, park-related, and transportation projects.
- D. Assist City in the identification and application for various "Cap and Trade" grants as defined by Assembly Bill 32, the California Global Warming Solutions Act of 2006, which added Division 25.5 (commencing with Section 38500) to the Health and Safety Code.
- E. Provide notices to City department directors and the Contract Officer of funding opportunities, specifically, federal and state grants with an emphasis in the areas of economic development, environmental, infrastructure, planning and housing.
- F. Provide notifications and updates to City department directors and the Contract

Officer and indicate those that are relevant to them and how. The notifications and updates shall include proposed federal regulations or rules within the issues of economic development, environmental, sustainability items, infrastructure, parks, labor relations, planning and housing, and taxes.

- G. Provide notification and updates with relevance to each City department director and the Contract Officer of proposed state regulations or rules relating to economic development, environmental, infrastructure, labor relations, planning and housing and taxes.
- H. Work with the City's state and federal legislative advocates, as appropriate, on developing and executing funding strategies for grant applications and related activities.
- I. In addition to the areas defined above, other areas may also be identified through the funding needs analysis process (which entails in-depth meeting(s) between Consultant and the City's Department heads to review priorities and fund needs), including researching grant opportunities identified by the City and participating in funding agency video platform meetings, webinars, and/or workshops.
- J. Once a grant application has been submitted, Consultant will monitor the grant funding agency until grant awards are announced. If grant funds are not awarded to City, Consultant will obtain grant funding agency feedback and provide the Contract Officer with findings and advice on future applications. If grant funds are awarded to City, Consultant will, in coordination with the Contract Officer or other designated City staff, plan and implement grant programs, prepare budgets, monitor expenditures, track results, analyze financial data, prepare and submit progress reports to the funding agency, and closeout grant program/project files. Consultant will also contact any and all federal and state agencies to discuss City's grant application and make presentations to agency boards as needed, per request of the Contract Officer.

II. Consultant shall not prepare or submit any grant application on behalf of the City without first obtaining Contract Officer approval in accordance with the following:

- A. Each task shall be indicated by a written request (Task Order) produced by the Contract Officer with a description of the services to be performed, and the time desired for completion. All tasks shall be carried out in conformity with all provisions of this Agreement.
- B. Consultant must promptly prepare a written description of the requested tasks including all components and subtasks, and a schedule for completion of the task ("Task Completion Date"); which shall all collectively be referred to as the "Task Proposal."
- C. The Task Completion Date shall take into account all applicable or relevant grant deadlines and shall reflect a standard of promptness and good faith best efforts on

the part of Consultant, devoting all staffing available to it as specified in Section VI of this Exhibit to the extent necessary, to meet such deadlines to the maximum extent feasible given the time constraints involved relative to the date of the Task Proposal.

- D. Contract Officer shall in writing approve, modify or reject the Task Proposal, including (without limitation) the Task Completion Date based on consideration of applicable or relevant grant deadlines as described in paragraph C, above. The Contract Officer may issue a Notice to Proceed.
- E. The task shall be performed within the monthly flat fee compensation as set forth in Exhibit "C."
- F. 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. Grant applications and other work product pursuant to Sections I-II of this Exhibit.
- B. Monthly status progress reports to the Contract Officer, including which grants the Consultant recommends that the City apply for, the relevant agency issuing the grant, the possible amount of the grant and its purpose. As to existing grant applications, the report will include a detailed summary of the status of the application, upcoming deadlines, and relevant materials that the City needs to prepare.
- B. Weekly reports as warranted or as deemed reasonably necessary by the Consultant or the Contract Officer. The weekly reports will contain any and all of the information in Section III.A, above, as necessary, to ensure that the City will timely and accurately pursue grant application opportunities.
- C. A final summary memo for FY 2022/23, FY 2023/24, and FY 2024/25 submitted to the Contract Officer by the end of each corresponding fiscal year during the Term of the Agreement.
- D. Workshops and Community Information Webinars: Consultant provides regular grant writing workshops/Zoom webinars for municipalities, and will make links to such webinars available to City. Consultant also distributes a monthly newsletter with upcoming grant opportunities to all its clients, and will make links to the newsletters available to City. Consultant also conducts grant writing training webinars for its clients on YouTube, and will make those links available to City. In addition, Consultant will provide grant writing training to City staff to assist with the full grant writing process as requested by the Contract Officer.

- 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. As needed and as requested verbally by the Contract Officer.
- V. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.
- VI. Consultant will utilize the following personnel to accomplish the Services:
 - A. Steve Samuelian, CEO
 - B. David Marquez, Senior Project Manager
 - C. Ashley Ramsey, Senior Project Manager
 - D. Michelle Ferguson, Project Manager
 - E. Tracey Yassini, Project Manager
 - F. Cecily Harris, Project Manager
 - G. Karen Simpson, Senior Project Manager
 - H. Audra Lee, Project Manager
 - I. Jaimie Lewis, Project Manager
 - J. Andrea Wogsland, Project Manager
 - K. Ilya Malinsky, Senior Project Manager

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

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

I. Section 2.1, "Contract Sum," is 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 Hundred Eighty Thousand Dollars (\$180,000)** (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8. ***In the event City exercises one or both of its options to extend the initial three-year term of this Agreement pursuant to Section 3.4, the compensation for each such one-year extension period shall not exceed Sixty Thousand Dollars (\$60,000).***"

II. Section 3.4, "Term," is amended to read in its entirety as follows:

"3.4 Term

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding ~~one (1)~~ ***three (3)*** years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D"). ***The City has the option, at its sole discretion, to extend the term of the Agreement by up to two (2) additional years, in one (1) year increments, at the same rate of compensation as set forth in Exhibit "C" for the initial three-year term.***"

EXHIBIT "C"
SCHEDULE OF COMPENSATION

- I. Consultant shall perform the services for a flat monthly fee of \$5,000 (inclusive of any out-of-pocket expenses for services), which services shall include all grant research, grant identification, grant writing, and post-award administration as needed. Below is a more detailed scope of work:

Task	Included in Price
Meet with Client Staff to ascertain needs and goals	√
Conduct background research as requested by Client	√
Provide advice on the best grants for the Client to pursue based on project and grant requirements and guidelines	√
Attend meetings in person or by teleconference as necessary	√
Develop schedule for grants chosen by Client	√
Preparing and writing all grant applications chosen by the Client	√
Develop evaluation strategies in accordance with the funding agency's instructions	√
Adhere to decisions made by the Client relating to grants	√
Write all sections of grant applications and proposals	√
Draft and finalize grant language with the direction of the Client	√
Ensure timelines for grant submittal are met	√
Monthly reports to include grants in progress, grants submitted, and grants awarded	√
Regular communication via email and/or phone regarding upcoming grant opportunities	√
Grant administration and post-award compliance as needed	√

For clarity, and without limitation, all services referenced in the "project methodology" portion of the Proposal shall be included in the services performed pursuant to this Agreement for the flat monthly fee.

- II. The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include, to the extent applicable:
- A. Line items for all personnel describing the work performed.
 - B. Line items for all materials and equipment properly charged to the Services.
 - C. 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 \$180,000, 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:**
 - A.** The services will generally be performed on a continuous and ongoing basis throughout the term of the Agreement, provided that all grant applications prepared under this Agreement shall be completed in accordance with an approved Task Proposal pursuant to Section II of Exhibit "A" and completed by the applicable Task Completion Date.
- II. Consultant shall deliver the following tangible work products to the City by the following dates.**
 - A.** See Exhibit A, Section III.
- III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.**



CALICON-12

JMARON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/22/2022

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 Inszone Insurance Services, LLC 2721 Citrus Road, Suite A Rancho Cordova, CA 95742	CONTACT NAME: Fatima Gomez	
	PHONE (A/C, No, Ext): (916) 737-2112	FAX (A/C, No): (562) 461-8012
INSURED California Consulting, Inc. 214 Main Street Suite 102 El Segundo, CA 90245	E-MAIL ADDRESS: fgomez@inszoneins.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Sentinel Insurance Company, LTD	NAIC # 11000
	INSURER B: California Automobile Insurance Co	38342
	INSURER C: United States Liability Ins Co	25895
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC ☐ OTHER	X	X	57SBAAM8069	9/22/2022	9/22/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
B	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	X	X	BA040000062189	9/30/2022	9/30/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$ ☐						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Professional Liab.			SP 1560852G	9/16/2022	9/16/2023	Aggregate 2,000,000
C	Professional Liab.			SP 1560852G	9/16/2022	9/16/2023	Each claim 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Carson its officers, employees or agents are included as Additional Insured in regards to General Liability and Commercial Auto per attached endorsement. Waiver of Subrogation applies to General Liability and Commercial Auto.

CERTIFICATE HOLDER

CANCELLATION

City of Carson 701 E. Carson Street Carson, CA 90745	INSURANCE APPROVED RG 9/26/2022	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

POLICY NUMBER: 57 SBA AM8069

BUSINESS LIABILITY COVERAGE FORM

QUICK REFERENCE
BUSINESS LIABILITY COVERAGE FORM
READ YOUR POLICY CAREFULLY

BUSINESS LIABILITY COVERAGE FORM

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BUSINESS LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section C. - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section G. - Liability And Medical Expenses Definitions.

A. COVERAGES

1. BUSINESS LIABILITY COVERAGE (BODILY INJURY, PROPERTY DAMAGE, PERSONAL AND ADVERTISING INJURY)

Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.

We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section D. - Liability And Medical Expenses Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Coverage Extension - Supplementary Payments.

- b. This insurance applies:

- (1) To "bodily injury" and "property damage" only if:

- (a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

- (b) The "bodily injury" or "property damage" occurs during the policy period; and

- (c) Prior to the policy period, no insured listed under Paragraph 1. of Section C. - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- (2) To "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.

- c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section C. - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

BUSINESS LIABILITY COVERAGE FORM

- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".
- e. **Incidental Medical Malpractice**
- (1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:
 - (a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and
 - (b) You are not engaged in the business or occupation of providing such services.
 - (2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

2. MEDICAL EXPENSES

Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
- (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;
- provided that:
- (1) The accident takes place in the "coverage territory" and during the policy period;
 - (2) The expenses are incurred and reported to us within three years of the date of the accident; and
 - (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

3. COVERAGE EXTENSION - SUPPLEMENTARY PAYMENTS

- a. We will pay, with respect to any claim or "suit" we investigate or settle, or any "suit" against an insured we defend:
- (1) All expenses we incur.
 - (2) Up to \$1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.
 - (3) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - (4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
 - (5) All costs taxed against the insured in the "suit".
 - (6) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
 - (7) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.
- Any amounts paid under (1) through (7) above will not reduce the limits of insurance.

- b. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- (1) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- (2) This insurance applies to such liability assumed by the insured;
- (3) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- (4) The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;
- (5) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- (6) The indemnitee:
 - (a) Agrees in writing to:
 - (i) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (iii) Notify any other insurer whose coverage is available to the indemnitee; and
 - (iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (b) Provides us with written authorization to:
 - (i) Obtain records and other information related to the "suit"; and
 - (ii) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments.

Notwithstanding the provisions of Paragraph 1.b.(b) of Section B. – Exclusions, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the Limits of Insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- (1) We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- (2) The conditions set forth above, or the terms of the agreement described in Paragraph (6) above, are no longer met.

B. EXCLUSIONS

1. Applicable To Business Liability Coverage

This insurance does not apply to:

a. Expected Or Intended Injury

- (1) "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property; or
- (2) "Personal and advertising injury" arising out of an offense committed by, at the direction of or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Contractual Liability

- (1) "Bodily injury" or "property damage"; or
- (2) "Personal and advertising injury"

for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages because of:

- (a) "Bodily injury", "property damage" or "personal and advertising injury" that the insured would have in the absence of the contract or agreement; or

BUSINESS LIABILITY COVERAGE FORM

(b) "Bodily injury" or "property damage" assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purpose of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage" provided:

- (i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract", and
- (ii) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business, or

- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any insured. However, this subparagraph does not apply to:

- (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

- (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
- (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
- (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible;
- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or

released as part of the operations being performed by such insured, contractor or subcontractor;

- (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
 - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

BUSINESS LIABILITY COVERAGE FORM

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment"; or
- (6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

- (2) The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

i. War

"Bodily injury", "property damage" or "personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

- (1) Legal, accounting or advertising services;
- (2) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications;
- (3) Supervisory, inspection, architectural or engineering activities;
- (4) Medical, surgical, dental, x-ray or nursing services treatment, advice or instruction;
- (5) Any health or therapeutic service treatment, advice or instruction;
- (6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;
- (7) Optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;

- (8) Optometry or optometric services including but not limited to examination of the eyes and the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products;
- (9) Any:
 - (a) Body piercing (not including ear piercing);
 - (b) Tattooing, including but not limited to the insertion of pigments into or under the skin; and
 - (c) Similar services;
- (10) Services in the practice of pharmacy; and
- (11) Computer consulting, design or programming services, including web site design.

Paragraphs (4) and (5) of this exclusion do not apply to the Incidental Medical Malpractice coverage afforded under Paragraph 1.e. in Section A. - Coverages.

k. Damage To Property

"Property damage" to:

- (1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate Limit of Insurance applies to Damage To Premises Rented To You as described in Section D. - Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

l. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

m. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

n. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

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o. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

p. Personal And Advertising Injury

"Personal and advertising injury":

- (1) Arising out of oral, written or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- (2) Arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period;
- (3) Arising out of a criminal act committed by or at the direction of the insured;
- (4) Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement";
- (5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";
- (6) Arising out of the wrong description of the price of goods, products or services;
- (7) Arising out of any violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, service mark or other designation of origin or authenticity.

However, this exclusion does not apply to infringement, in your "advertisement", of

- (a) Copyright;
- (b) Slogan, unless the slogan is also a trademark, trade name, service mark or other designation of origin or authenticity; or

(c) Title of any literary or artistic work;

- (8) Arising out of an offense committed by an insured whose business is:

- (a) Advertising, broadcasting, publishing or telecasting;
- (b) Designing or determining content of web sites for others; or
- (c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs a., b. and c. under the definition of "personal and advertising injury" in Section G. – Liability And Medical Expenses Definitions.

For the purposes of this exclusion, placing an "advertisement" for or linking to others on your web site, by itself, is not considered the business of advertising, broadcasting, publishing or telecasting;

- (9) Arising out of an electronic chat room or bulletin board the insured hosts, owns, or over which the insured exercises control;
- (10) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers;
- (11) Arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act;

- (12) Arising out of:

- (a) An "advertisement" for others on your web site;
- (b) Placing a link to a web site of others on your web site;
- (c) Content from a web site of others displayed within a frame or border on your web site. Content includes information, code, sounds, text, graphics or images; or
- (d) Computer code, software or programming used to enable:
 - (i) Your web site; or
 - (ii) The presentation or functionality of an "advertisement" or other content on your web site;

- (13) Arising out of a violation of any anti-trust law;
- (14) Arising out of the fluctuation in price or value of any stocks, bonds or other securities; or
- (15) Arising out of discrimination or humiliation committed by or at the direction of any "executive officer", director, stockholder, partner or member of the insured.

q. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

r. Employment-Related Practices

"Bodily injury" or "personal and advertising injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to the person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

s. Asbestos

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:

- (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
- (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
- (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

t. Violation Of Statutes That Govern E-Mails, Fax, Phone Calls Or Other Methods Of Sending Material Or Information

"Bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You – Exception For Damage By Fire, Lightning or Explosion

Exclusions c. through h. and k. through o. do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate Limit of Insurance applies to this coverage as described in Section D. - Liability And Medical Expenses Limits Of Insurance.

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2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

- a. **Any Insured**
To any insured, except "volunteer workers".
- b. **Hired Person**
To a person hired to do work for or on behalf of any insured or a tenant of any insured.
- c. **Injury On Normally Occupied Premises**
To a person injured on that part of premises you own or rent that the person normally occupies.
- d. **Workers' Compensation And Similar Laws**
To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.
- e. **Athletics Activities**
To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.
- f. **Products-Completed Operations Hazard**
Included with the "products-completed operations hazard".
- g. **Business Liability Exclusions**
Excluded under Business Liability Coverage.

C. WHO IS AN INSURED

- 1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

- (1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

- (b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph (1)(a) above;

- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or

- (d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph (d) does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

- (2) "Property damage" to property:

- (a) Owned, occupied or used by,

- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

- b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written

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contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. – Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained in Subparagraphs (d) or (f); or

- (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

- (1) Any architect, engineer, or surveyor, 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.
 - (a) In connection with your premises; or
 - (b) In the performance of your ongoing operations performed by you or on your behalf.
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:
This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
 - (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

- (1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

- (1) Any other person or organization who is not an insured under Paragraphs a. through e. above, 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.
 - (a) In the performance of your ongoing operations;
 - (b) In connection with your premises owned by or rented to you; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if
 - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

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(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section D. – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to 2.a. or 2.b. above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to 2.b. above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs a. and b. apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

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This Paragraph f. applies separately to you and any additional insured.

3. Financial Responsibility Laws

- a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
- b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and

- (3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section A. – Coverages.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion k. of Section A. – Coverages.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

F. OPTIONAL ADDITIONAL INSURED COVERAGES

If listed or shown as applicable in the Declarations, one or more of the following Optional Additional Insured Coverages also apply. When any of these Optional Additional Insured Coverages apply, Paragraph 6. (Additional Insureds When Required by Written Contract, Written Agreement or Permit) of Section C., Who Is An Insured, does not apply to the person or organization shown in the Declarations. These coverages are subject to the terms and conditions applicable to Business Liability Coverage in this policy, except as provided below:

1. Additional Insured - Designated Person Or Organization

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations, 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:

- a. In the performance of your ongoing operations; or
- b. In connection with your premises owned by or rented to you.

2. Additional Insured - Managers Or Lessors Of Premises

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Designated Person Or Organization; but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations.

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

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

3. Additional Insured - Grantor Of Franchise

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Grantor Of Franchise, but only with respect to their liability as grantor of franchise to you.

4. Additional Insured - Lessor Of Leased Equipment

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

- b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

5. Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Declarations.

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

This insurance does not apply to:

- (1) Any "occurrence" that takes place after you cease to lease that land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

6. Additional Insured - State Or Political Subdivision - Permits

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the state or political subdivision shown in the Declarations as an Additional

Insured – State Or Political Subdivision - Permits, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

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

This insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included in the "product-completed operations" hazard.

7. Additional Insured – Vendors

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) (referred to below as vendor) shown in the Declarations as an Additional Insured - Vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- b. The insurance afforded to the vendor is subject to the following additional exclusions:

- (1) This insurance does not apply to:
 - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by the vendor;
 - (d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained in Subparagraphs (d) or (f); or

- (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

8. Additional Insured – Controlling Interest

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Controlling Interest, but only with respect to their liability arising out of:

- a. Their financial control of you; or
- b. Premises they own, maintain or control while you lease or occupy these premises.

BUSINESS LIABILITY COVERAGE FORM

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

9. Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owner, Lessees Or Contractors, 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 for the additional insured(s); or
- (2) In connection with "your work" performed for that additional insured and included within the "products-completed operations hazard", but only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal an advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

10. Additional Insured – Co-Owner Of Insured Premises

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or Organization(s) shown in the Declarations as an Additional Insured – Co-Owner Of Insured Premises, but only with respect to their liability as co-owner of the premises shown in the Declarations.

The limits of insurance that apply to additional insureds are described in Section D. – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper;

b. The Internet, but only that part of a web site that is about goods, products or services for the purposes of inducing the sale of goods, products or services; or

c. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

- a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or
- b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

- a. Injury;
- b. Sickness; or
- c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above;
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in a. above;
 - (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication
- provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory, or in a settlement we agree to.
- 7. "Electronic data" means information, facts or programs:
 - a. Stored as or on;
 - b. Created or used on; or
 - c. Transmitted to or from
 computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
 - 8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
 - 9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
 - 10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
 - 11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

- b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

- a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
- b. Your fulfilling the terms of the contract or agreement.

12. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You limit described in Section D. – Liability and Medical Expenses Limits of Insurance.
- b. A sidetrack agreement;
- c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement; or
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph f. does not include that part of any contract or agreement:

BUSINESS LIABILITY COVERAGE FORM

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
 - (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.
13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
14. "Loading or unloading" means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - b. While it is in or on an aircraft, watercraft or "auto"; or
 - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not, on which are permanently mounted:
- (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in a., b., c., or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
- (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in a., b., c., or d. above maintained primarily for purposes other than the transportation of persons or cargo.
- However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
- (1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
 - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
- a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that the person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral, written or electronic publication of material that violates a person's right of privacy;
 - f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement";
 - g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement"; or
 - h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.
18. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
19. "Products-completed operations hazard":
- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed to be completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.

- b. Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials.

20. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of "occurrence" that caused it.

As used in this definition, "electronic data" is not tangible property.

21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

23. "Volunteer worker" means a person who:

- a. Is not your "employee";

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- b. Donates his or her work;
 - c. Acts at the direction of and within the scope of duties determined by you; and
 - d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
24. "Your product":
- a. Means:
 - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
 - (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
 - b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- (2) The providing of or failure to provide warnings or instructions.
- c. Does not include vending machines or other property rented to or located for the use of others but not sold.
25. "Your work":
- a. Means:
 - (1) Work or operations performed by you or on your behalf; and
 - (2) Materials, parts or equipment furnished in connection with such work or operations.
 - b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
 - (2) The providing of or failure to provide warnings or instructions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Business Auto Broadening Endorsement

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

- I. NEWLY ACQUIRED OR FORMED ENTITY (BROAD FORM NAMED INSURED)
- II. EMPLOYEES AS INSURED
- III. AUTOMATIC ADDITIONAL INSURED
- IV. EMPLOYEE HIRED AUTO LIABILITY
- V. SUPPLEMENTARY PAYMENTS
- VI. FELLOW EMPLOYEE COVERAGE
- VII. ADDITIONAL TRANSPORTATION EXPENSE
- VIII. HIRED AUTO PHYSICAL DAMAGE COVERAGE
- IX. ACCIDENTAL AIRBAG DEPLOYMENT COVERAGE
- X. LOAN/LEASE GAP COVERAGE
- XI. GLASS REPAIR – DEDUCTIBLE WAIVER
- XII. TWO OR MORE DEDUCTIBLES
- XIII. AMENDED DUTIES IN EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS
- XIV. WAIVER OF SUBROGATION
- XV. UNINTENTIONAL ERROR, OMISSION, OR FAILURE TO DISCLOSE HAZARDS
- XVI. EMPLOYEE HIRED AUTO PHYSICAL DAMAGE
- XVII. PRIMARY AND NONCONTRIBUTORY IF REQUIRED BY CONTRACT
- XVIII. HIRED AUTO – COVERAGE TERRITORY
- XIX. BODILY INJURY REDEFINED TO INCLUDE RESULTANT MENTAL ANGUISH

BUSINESS AUTO COVERAGE FORM

I. NEWLY ACQUIRED OR FORMED ENTITY (Broad Form Named Insured)

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

- d. Any business entity newly acquired or formed by you during the policy period provided you own 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 180 days following acquisition or formation of the business entity. Coverage under this provision is afforded only until the end of the policy period. Coverage does not apply to an "accident" which occurred before you acquired or formed the organization.

II. EMPLOYEES AS INSURED

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

- e. 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.

III. AUTOMATIC ADDITIONAL INSURED

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

- f. Any person or organization that you are required to include as additional insured on the Coverage Form in a written contract or agreement that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period 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.

IV. EMPLOYEE HIRED AUTO LIABILITY

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

- g. 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.

V. SUPPLEMENTARY PAYMENTS

SECTION II - LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments, Subparagraphs (2) and (4) are replaced by the following:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We are not obligated to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

VI. FELLOW EMPLOYEE COVERAGE:

SECTION II – LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee

This exclusion does not apply if you have workers' compensation insurance in-force covering all of your "employees". Coverage is excess over any other collectible insurance.

VII. ADDITIONAL TRANSPORTATION EXPENSE

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. Transportation Expenses, is replaced with the following:

We will pay up to \$50 per day to a maximum of \$1000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss". If your business shown in the Declarations is other than an auto dealership, we will also pay up to \$1,000 for reasonable and necessary costs incurred by you to return a stolen covered auto from the place where it is recovered to its usual garaging location.

VIII. HIRED AUTO PHYSICAL DAMAGE COVERAGE

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, the following is added:

- c. If Liability Coverage is provided in this policy on a Symbol 1 or a Symbol 8 basis and Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this coverage form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire, subject to the following limit:
 - (1) The most we will pay for "loss" to any hired "auto" is \$50,000 or Actual Cash Value or Cost of Repair, whichever is less
 - (2) \$500 deductible will apply to any loss under this coverage extension, except that no deductible shall apply to "loss" caused by fire or lightningSubject to the above limit and deductible we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own of similar size and type. This coverage extension is excess coverage over any other collectible insurance.

IX. ACCIDENTAL AIRBAG DEPLOYMENT COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, 3.a., is amended to add the following:
This exclusion does not apply to the accidental discharge of an airbag.

X. LOAN/LEASE GAP COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE C. Limit of Insurance, the following is added:

4. In the event of a "total loss" to a covered "auto" shown in the schedule or declarations for which Collision and Comprehensive Coverage apply, we will pay any unpaid amount due on the lease or loan for that covered "auto," less:
 - a. The amount paid under the Physical Damage Coverage Section of the policy; and
 - b. Any:
 - (1) Overdue lease/loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage.
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous loans or leases.

The most we will pay under Auto Loan/Lease Gap Coverage for an insured auto is 25% of the actual cash value of that insured auto at the time of the loss.

XI. GLASS REPAIR – DEDUCTIBLE WAIVER

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

XII. TWO OR MORE DEDUCTIBLES

SECTION III -PHYSICAL DAMAGE COVERAGE, D. Deductible, the following is added:

If two or more "company" policies or coverage forms apply to the same accident:

1. If the applicable Business Auto deductible is the smallest, it will be waived; or
2. If the applicable Business Auto deductible is not the smallest, it will be reduced by the amount of the smallest deductible; or
3. If the loss involves two or more Business Auto coverage forms or policies the smallest deductible will be waived.

For the purpose of this endorsement "company" means the company providing this insurance and any of the affiliated members of the Mercury Insurance Group of companies.

XIII. AMENDED DUTIES IN EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in SECTION IV, BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit, Or Loss, a., In the event of "accident", you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

XIV. WAIVER OF SUBROGATION

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights Of Recovery Against Others To Us, section is replaced by the following:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

XV. UNINTENTIONAL ERROR, OMISSION, OR FAILURE TO DISCLOSE HAZARDS

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation, or Fraud, the following is added:

Any unintentional omission of or error in information given by you, or unintentional failure to disclose all exposures or hazards existing as of the effective date or at any time during the policy period shall not invalidate or adversely affect the coverage for such exposure or hazard or prejudice your rights under this insurance. However, you must report the undisclosed exposure or hazard to us as soon as reasonably possible after its discovery. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

XVI. EMPLOYEE HIRED AUTO PHYSICAL DAMAGE

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, b. For Hired Auto Physical Damage Coverage, is replaced by 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".

XVII. PRIMARY AND NONCONTRIBUTORY IF REQUIRED BY CONTRACT

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, the following is added and supersedes any provision to the contrary:

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

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

XVIII. HIRED AUTO - COVERAGE TERRITORY

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 7. Policy Period, Coverage Territory, e. Anywhere in the world if:, is replaced by the following:

e. Anywhere in the world if:

- (1) A covered "auto" is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and
- (2) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

XIX. BODILY INJURY REDEFINED TO INCLUDE RESULTANT MENTAL ANGUISH

SECTION V – DEFINITIONS, C. "Bodily Injury" is amended by adding the following:

"Bodily injury" also includes mental anguish but only when the mental anguish arises from other bodily injury, sickness, or disease.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/02/2022

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 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 PAYCHEX INSURANCE AGENCY INC 76210705 215 KENNETH DR ROCHESTER NY 14623	CONTACT NAME:	
	PHONE (877) 266-6850	FAX (585) 389-7894
	(A/C, No, Ext):	
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC#	
INSURED CALIFORNIA CONSULTING INC. 214 MAIN ST STE 102 EL SEGUNDO CA 90245-3803	INSURER A: Property and Casualty Insurance Company of Hartford 34690	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB ☐ OCCUR CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE AGGREGATE
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under: DESCRIPTION OF OPERATIONS below	Y/N	N/A	X	76 WBG PT1436	01/16/2022 01/16/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Those usual to the Insured's Operations. Waiver of Subrogation applies in favor of the Certificate Holder per Waiver of our Right to Recover from Others Endorsement WC040306 attached to this policy.

CERTIFICATE HOLDER City of Carson 701 E CARSON ST CARSON CA 90745	INSURANCE APPROVED <i>RG</i> 5/3/2022	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
		AUTHORIZED REPRESENTATIVE <i>Susan L. Castaneda</i>

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AMENDMENT NO. 1

TO AGREEMENT FOR CONTRACT SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES (“Amendment No. 1”) by and between the CITY OF CARSON, a California municipal corporation (“City”) and CALIFORNIA CONSULTING, INC., a California corporation (“Consultant”) is effective as of the 29th day of September, 2025. City and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as “Parties.”

RECITALS

A. City and Consultant entered into that certain Agreement for Contract Services dated September 29, 2022 (“Agreement”), whereby Consultant agreed to provide professional grant writing services to the City for an initial three-year term expiring September 29, 2025, for a total not-to-exceed Contract Sum of \$180,000.

B. Section 3.4 of the Agreement provides City the option, in its sole discretion, to extend the term of the Agreement by up to two (2) additional years, in one (1) year increments.

C. City and Consultant now desire to amend the Agreement to formalize City’s election to exercise the first of its two options pursuant to Section 3.4, thereby extending the term of the Agreement by one (1) year (unless earlier terminated in accordance with Article 7 of the Agreement), for a new scheduled term expiration date of September 29, 2026, with one City one-year option to extend remaining, and increasing the Contract Sum by \$66,000 to fund the Services for the extension period from September 29, 2025 to September 29, 2026, thereby increasing the total not-to-exceed Contract Sum from \$180,000 to \$246,000.

TERMS

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by reference.

2. **Contract Changes.** The Agreement is amended as provided herein (~~strike through~~ represents deleted text while ***bold italics*** represents added text).

A. Section 2.1 (Contract Sum) is hereby amended as follows:

“2.1 Contract Sum

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the “Schedule of Compensation” attached hereto as Exhibit “C” and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed ***Two Hundred Forty-Six Thousand Dollars (\$246,000)*** ~~One Hundred Eighty Thousand Dollars (\$180,000)~~ (the “Contract Sum”), unless additional compensation is approved pursuant to Section 1.8. In the event City exercises ~~one or both~~ of its options to extend ***the four-year term*** the

~~initial three-year term~~ of this Agreement *for an additional one-year period* pursuant to Section 3.4, the compensation for ~~each~~ such one-year extension period shall not exceed Sixty-~~Six~~ Thousand Dollars (~~\$66,000~~ ~~\$60,000~~)."

B. Section 3.4 (Term) is hereby amended as follows:

"3.4 Term

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding **four (4)** ~~three (3)~~ years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D"). The City has the option, at its sole discretion, to extend the term of the Agreement by *one (1)* ~~up to two (2)~~ additional years, ~~in one (1) year increments~~, at the same rate of compensation as set forth in Exhibit "C" for the *fourth year of the initial three-year term*."

C. The first sentence of Section I of Exhibit "C" (Schedule of Compensation) is hereby amended as follows:

"Consultant shall perform the services for a flat monthly fee of \$5,000 *for the initial three years of the term and \$5,500 for the fourth year of the term* (inclusive of any out-of-pocket expenses for services), which services shall include grant research, grant identification, grant writing, and post-award administration as needed."

D. Section IV of Exhibit "C" (Schedule of Compensation) is hereby amended as follows:

"IV. The total compensation for the Services shall not exceed **\$246,000** ~~\$180,000~~ as provided in Section 2.1 of this Agreement."

3. Continuing Effect of Agreement. Except as amended by this Amendment No. 1, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 1, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment No. 1 to the Agreement.

4. Affirmation of Agreement; Warranty Re Absence of Defaults. City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment No. 1, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

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.

5. Adequate Consideration. The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 1.

6. Authority. The persons executing this Amendment No. 1 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 1 on behalf of said party, (iii) by so executing this Amendment No. 1, such party is formally bound to the provisions of this Amendment No. 1, and (iv) the entering into this Amendment No. 1 does not violate any provision of any other agreement to which said party is bound.

7. Counterparts. This Amendment No. 1 may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Amendment No. 1.

[SIGNATURES ON FOLLOWING PAGE]

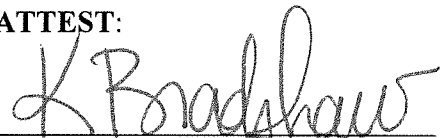
IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 on the date and year first-above written.

CITY:

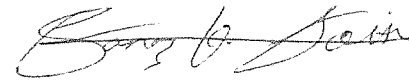
CITY OF CARSON, a California municipal corporation


Lula Davis-Holmes, Mayor

ATTEST:


Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHERE & WYNDER, LLP


Sunny K. Soltani, City Attorney
[brj; mav]



CONSULTANT:

CALIFORNIA CONSULTING, INC., a California corporation

By: 
Name: Steve Samuelian
Title: CEO

By: 
Name: Steve Samuelian
Title: Secretary
Address: 214 Main Street, Suite 102 El
Segundo, CA 90245

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF ORANGE

On _____, 2025 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER		DESCRIPTION OF ATTACHED DOCUMENT
INDIVIDUAL		
CORPORATE OFFICER		
_____ TITLE(S) PARTNER(S) LIMITED GENERAL ATTORNEY-IN-FACT TRUSTEE(S) GUARDIAN/CONSERVATOR OTHER _____	_____ TITLE OR TYPE OF DOCUMENT	
	_____ NUMBER OF PAGES	
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____	_____ 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 ORANGE

On _____, 2025 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER
INDIVIDUAL
CORPORATE OFFICER

DESCRIPTION OF ATTACHED DOCUMENT

TITLE(S)
PARTNER(S) LIMITED
GENERAL
ATTORNEY-IN-FACT
TRUSTEE(S)
GUARDIAN/CONSERVATOR
OTHER _____

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

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

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

AMENDMENT NO. 2

TO AGREEMENT FOR CONTRACT SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES (“Amendment No. 2”) by and between the CITY OF CARSON, a California municipal corporation (“City”) and CALIFORNIA CONSULTING, INC., a California corporation (“Consultant”) is effective as of the 29th day of September, 2026. City and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as “Parties.”

RECITALS

A. City and Consultant entered into that certain Agreement for Contract Services dated September 29, 2022 (“Agreement”), whereby Consultant agreed to provide professional grant writing services to the City for an initial three-year term expiring September 29, 2025, for a total not-to-exceed Contract Sum of \$180,000.

B. Section 3.4 of the Agreement provided City the option, in its sole discretion, to extend the term of the Agreement by up to two (2) additional years, in one (1) year increments.

C. On September 29, 2025, City and Consultant entered into Amendment No. 1 to the Agreement, which formalized City's election to exercise the first of its two options pursuant to Section 3.4, extending the term of the Agreement by one (1) year for a new scheduled term expiration date of September 29, 2026, and increasing the total not-to-exceed Contract Sum by \$66,000, from \$180,000 to \$246,000.

D. City and Consultant now desire to amend the Agreement to formalize City's election to exercise the second and final of its two options pursuant to Section 3.4, thereby extending the term of the Agreement by one (1) year (unless earlier terminated in accordance with Article 7 of the Agreement), for a new scheduled term expiration date of September 29, 2027, with no further options to extend remaining, and increasing the Contract Sum by \$66,000 to fund the Services for the extension period from September 29, 2026 to September 29, 2027, thereby increasing the total not-to-exceed Contract Sum from \$246,000 to \$312,000.

TERMS

1. Incorporation of Recitals. The Recitals set forth above are incorporated into and are a part of this Amendment No. 2.

2. Terms and Definitions. All words, terms, and phrases used or referenced in this Amendment No. 2, not expressly defined in this Amendment No. 2, shall have the same meaning ascribed to them in the Agreement.

3. Contract Changes. The Agreement is amended as provided herein (new text is identified in ***bold italics***, deleted text in ~~strike through~~).

A. Section 2.1 (Contract Sum) of the Agreement is hereby amended to read as follows:

“2.1 Contract Sum

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the “Schedule of Compensation” attached hereto as Exhibit “C” and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed ***Three Hundred Twelve Thousand Dollars (\$312,000)*** ~~Two Hundred Forty Six Thousand Dollars (\$246,000)~~ (the “Contract Sum”), unless additional compensation is approved pursuant to Section 1.8. ~~In the event City exercises its option to extend the four year term of this Agreement for an additional one year period pursuant to Section 3.4, the compensation for such one year extension period shall not exceed Sixty Six Thousand Dollars (\$66,000).~~”

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

“3.4 Term

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding ***five (5)*** ~~four (4)~~ years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit “D”). ~~The City has the option, at its sole discretion, to extend the term of the Agreement by one (1) additional year, at the same rate of compensation as set forth in Exhibit "C" for the fourth year of the term.~~”

C. The first sentence of Section I of Exhibit “C” (Schedule of Compensation) is hereby amended as follows:

“Consultant shall perform the services for a flat monthly fee of \$5,000 for the initial three years of the term, ~~and \$5,500 for the fourth year of the term,~~ ***and \$5,500 for the fifth year of the term*** (inclusive of any out-of-pocket expenses for services), which services shall include grant research, grant identification, grant writing, and post-award administration as needed.”

D. Section IV of Exhibit “C” (Schedule of Compensation) is hereby amended as follows:

“IV. The total compensation for the Services shall not exceed ***\$312,000*** ~~\$246,000~~ as provided in Section 2.1 of this Agreement.”

4. Continuing Effect of Agreement. Except as amended by this Amendment No. 2, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 2, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by Amendment No. 1 and this Amendment No. 2.

5. Affirmation of Agreement; Warranty Re Absence of Defaults. City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement and Amendment No. 1. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein and Amendment No. 1. Each party represents and warrants to the other that the Agreement, as amended by Amendment No. 1 and this Amendment No. 2, is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment No. 2, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment No. 2, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

6. Adequate Consideration. The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 2.

7. Authority. The persons executing this Amendment No. 2 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 2 on behalf of said party, (iii) by so executing this Amendment No. 2, such party is formally bound to the provisions of this Amendment No. 2, and (iv) the entering into this Amendment No. 2 does not violate any provision of any other agreement to which said party is bound.

8. Counterparts. This Amendment No. 2 may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Amendment No. 2.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 on the date and year first-above written.

CITY:

CITY OF CARSON, a 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]

CONSULTANT:

CALIFORNIA CONSULTING, INC., a California corporation

By: _____
Name: Steve Samuelian
Title: CEO

By: _____
Name: Steve Samuelian
Title: Secretary
Address: 214 Main Street, Suite 102 El
Segundo, CA 90245

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF ORANGE

On _____, 2026 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

INDIVIDUAL

CORPORATE OFFICER

TITLE(S)
PARTNER(S) LIMITED
GENERAL
ATTORNEY-IN-FACT
TRUSTEE(S)
GUARDIAN/CONSERVATOR
OTHER _____

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF ORANGE

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	DESCRIPTION OF ATTACHED DOCUMENT
INDIVIDUAL	
CORPORATE OFFICER	
_____ TITLE(S)	_____ TITLE OR TYPE OF DOCUMENT
PARTNER(S) LIMITED	
GENERAL	
ATTORNEY-IN-FACT	
TRUSTEE(S)	_____ NUMBER OF PAGES
GUARDIAN/CONSERVATOR	
OTHER _____	
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES))	_____ DATE OF DOCUMENT
_____ _____	
	_____ SIGNER(S) OTHER THAN NAMED ABOVE



City of Carson

Grant Awards from September 2022 to June 2026

Grant Name	Award Date	Award Amount
U.S. Department of Justice – BJA Edward Byrne Local JAG Solicitation	October 2022	\$32,488
U.S. Department of Justice – COVID-19 Emergency Response Grant	October 2022	\$106,637
Caltrans – Active Transportation Program (ATP) Cycle 6	January 2023	\$897,000
USDA – Urban and Community Forestry Grant	September 2023	\$1,000,000
U.S. Department of Housing & Urban Development – Appropriation Request for Carson's Community Projects, including Environmental Enhancement and Energy Resilience at Veterans Park & Sports Complex	October 2023	\$3,500,000
U.S. Department of Justice – BJA Edward Byrne Local JAG Solicitation	October 2023	\$34,992
California Department of Housing & Community Development – PLHA Grant Program	October 2023	\$353,116
California Office of Traffic Safety – Selective Traffic Enforcement Program (STEP)	October 2023	\$83,000
U.S. Department of Energy – Energy Efficiency and Conservation Block Grant (EECBG)	October 2023	\$150,080
Parks California – Adventure Pass Grants Program	May 2024	\$10,000
SoCalGas – Climate Adaptation & Resiliency Planning Grant Program	July 2024	\$50,000
U.S. Department of Transportation – Safe Streets for All (SS4A) Planning & Demonstration Application	September 2024	\$967,840

California Office of Traffic Safety – Selective Traffic Enforcement Program (STEP)	October 2024	\$78,000
LA County Regional Park Open Space District (RPOSD) – Measure A Parkland Acquisition Program	January 2025	\$1,400,000
CPUC – CASF Broadband Adoption Account Program	January 2025	\$620,280
Caltrans – Highway Safety Improvement Project (HSIP)	February 2025	\$346,500
South Coast Air Quality Management District (SCAQMD) – Carl Moyer Grant Program	February 2025	\$81,000
U.S. Department of Housing & Urban Development – Federal Earmarked Request for Carson's Safe Routes to School Project	February 2025	\$250,000
Caltrans – Community Cleanup & Employment Pathway Program (CCEPP)	March 2026	\$185,000
Clean California – Clean CA Community Designation Program	April 2026	\$250,000
U.S. Department of Justice – BJA Edward Byrne Local JAG Solicitation	May 2026	\$29,481 <i>(funds may not have been distributed yet)</i>
NEA – Grants for Art Projects (GAP) Program	June 2026	\$100,000 <i>(funds may not have been distributed yet)</i>

Total Grant Awards = \$10,090,414

Grants Pending:

- **CRNA Urban Greening Grant Program = \$5,000,000**
- **CalOES FFY 2024 State & Local Cybersecurity Grant Program = \$219,417**
- **Carson FY 2026-2027 Federal Earmark Requests = \$10,700,000**



Report to Honorable Mayor and City Council

Tuesday, July 7, 2026, 5:00 PM

CONSENT 21.

To: Honorable Mayor and City Council

From: Roobik Galoosian, Risk Manager HR Risk Management

Subject: CONSIDER TAKING A POSITION OF SUPPORT AND JOINING THE COALITION LED BY CALIFORNIA ASSOCIATION OF JOINT POWERS AUTHORITIES ADVOCATING FOR TORT REFORMS TO MINIMIZE LIABILITY AND RISK FOR PUBLIC AGENCIES (CITY COUNCIL)

I. SUMMARY

Public entities across California continue to face rising liability costs driven by nuclear verdicts and large settlements, placing increasing pressure on agency budgets and general funds. In response, PRISM and public entity partners are advocating for meaningful tort reform to help address these growing challenges.

A coalition led by the California Association of Joint Powers Authorities (CAJPA) is seeking support for reforms including tort caps, proportional liability for economic damages, and enhanced evidentiary standards for certain claims. Staff is asking City Council to support these efforts, and allow the City to join the coalition letter urging Legislature to enact meaningful tort reform for civil actions against public entities.

II. RECOMMENDATION

TAKE a position of SUPPORT and DIRECT staff to issue a statement confirming the City's support to join the coalition letter.

III. ALTERNATIVES

TAKE another action the City Council deems appropriate

IV. BACKGROUND

New data released by the CAJPA show that public-entity liability costs across the state have tripled in the last seven years, now exceeding \$7 billion in known exposures. Costs are on pace to grow another 70 percent by 2027–28. The City's liability insurance costs have increased an average of more than 40% per year in the same seven-year period.

The coalition's letter to Legislature urges comprehensive tort reforms for civil actions against public entities that, at a minimum, include: defined benefits and caps on damages in civil actions against public entities, proportional (several) liability for economic damages, and heightened evidentiary and procedural standards.

Staff is asking City Council to support the efforts and direct staff to issue a statement confirming the City's support to join the coalition letter.

V. FISCAL IMPACT

There is no impact on the annual fiscal budget.

VI. EXHIBITS

1. Coalition Letter

Attachments

[Coalition Letter Need_for_Tort_Reform_6.19.26_33_.pdf](#)



association of california
school administrators



Smart business. Smart schools.™



LAUSD
UNIFIED



LEAGUE OF
CALIFORNIA
CITIES



CSDA



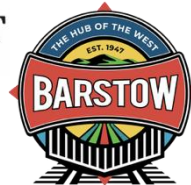
HERMOSA
BEACH
CITY SCHOOL DISTRICT



DESERT
SANDS
UNIFIED
SCHOOL
DISTRICT

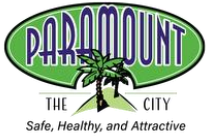


IRVINE UNIFIED
SCHOOL DISTRICT

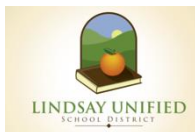


CITY OF
LA MESA
JEWEL of the HILLS





CITY OF
FOLSOM
DISTINCTIVE BY NATURE





Date: June 19, 2026

To: Members, California State Legislature

Urgent Need for Comprehensive Tort Reform to Protect California Taxpayers, Survivors, and Essential Public Services

On behalf of the undersigned organizations, we urge the Legislature to enact meaningful tort reform for civil actions against public entities. New data released by the California Association of Joint Powers Authorities (CAJPA) confirms what our members have been warning lawmakers about for years: **public-entity liability costs have tripled in the last seven years, now exceeding \$7 billion in known exposure. Costs are on pace to grow another 70 percent by 2027–28.** The fiscal trajectory is unsustainable, the structure of liability is fundamentally unfair to taxpayers, and the consequences are now measured in billions of dollars diverted away from classrooms, fire stations, roads, mental health

services, and the essential programs Californians depend on every day.

Our organizations share a deep and unwavering commitment to ensuring that survivors of harm receive justice, support, and meaningful compensation. California's public agencies are not asking for insulation from accountability. We do not seek to deny survivors their day in court. Instead, we seek to fix a system that, as currently structured, transfers enormous wealth to plaintiffs' law firms and threatens the financial solvency of the very public agencies tasked with protecting and serving our vulnerable community members. The longer the Legislature waits, the more public services will be cut, the more agencies will face insolvency.

The Path Forward. We urge the Legislature to advance a comprehensive tort reform package for civil actions against public entities that, at minimum, includes the following:

- **Defined benefits** including caps on damages in civil actions against public entities, ensuring survivors and other injured parties are made whole while preserving the capacity to deliver essential public services.
- **Proportional (several) liability for economic damages** in civil actions against public entities, so that taxpayers pay only for the share of harm actually attributable to the public agency. This way the perpetrators bear the cost of their own conduct and not taxpayers.
- **Heightened evidentiary and procedural standards** for claims where witnesses, records, and evidence archives are absent or insufficient to assign culpability.

Why are Billions of Taxpayer Dollars Being Diverted from Essential Services? AB 218 (Gonzalez, Chapter 861, Statutes of 2019) related to childhood sexual assault is one stark driver, but it is not the only one. Across the spectrum of civil litigation against public entities — from premises liability to dangerous conditions — plaintiffs' firms are increasingly targeting governmental defendants precisely because they are perceived as having the deepest pockets. The result is an unreasonable transfer of public resources to private wealth that the Legislature has both the power and the responsibility to address

How Are Claims Against Public Entities Funded? Most cities, counties, special districts, and school districts in California do not purchase liability coverage from traditional commercial insurance carriers because it is either too expensive, does not provide sufficient coverage, or is simply not offered. Instead, they self-fund their liability coverage or they collectively pool risk through Joint Powers Authorities (JPAs), which are not insurance companies with large capital reserves. Every self-funded claim, including those paid out of a JPA, comes from taxpayer-funded member contributions paid by cities, counties, schools, and other public agencies from the same general fund dollars that pay for police officers, firefighters, teachers, road crews, and homelessness response.

When a JPA pays out claims of magnitude, every member agency in that pool feels it

through higher premiums, the potential need for special assessments, reduced coverage limits, and/or increasingly, the inability to obtain coverage at all. Public agencies that have never had a single AB 218 claim filed against them are facing double-digit premium increases. For schools, this means Proposition 98 education dollars intended to support today's students are paying for decades-old liabilities. Even for cities and counties that have few claims filed against them it means delaying critical infrastructure maintenance and reducing local government's ability to provide social-safety-net services to the most vulnerable Californians.

Plaintiffs' Attorneys Are on Track to Profit Over Half a Billion Taxpayer Dollars Every Year. In civil actions against public entities, plaintiffs' counsel commonly recover contingency fees of 40 percent or more of the gross judgment or settlement. Even using a conservative 30 percent contingency assumption, **estimated plaintiff attorney fees in actions against California public entities have climbed to over \$500 million annually.** In many individual cases, **attorney fees approach 50 percent of the taxpayer-funded settlement or award.** That means that for every \$10 million paid by a city, county, JPA, or school district, as much as \$4 to \$5 million is paid to a private law firm. It does not go to the survivor, nor does it go to mental health services, prevention or victim assistance, or back to the taxpayers who funded the payment. Plaintiffs' firms are, in many cases, the single largest beneficiaries of the current system.

Caps on Damages Are Essential to Preserve Public Services and Solvency.

Support for meaningful tort reform must include caps on damages in actions against public entities. Without such caps, the cascading effects of recent legislation will only worsen, and the very real threat of insolvency among California's public agencies, already materializing in some regions, will only accelerate. California already imposes reasonable limits in medical malpractice cases under MICRA, recognizing the public interest in such restrictions. The same principle should apply when taxpayer dollars are the source of the payment.

Public Entities Should Pay in Proportion to Their Actual Fault — Not for the Crimes of Others. Under California's current liability structure, a public entity found just one percent at fault can be ordered to pay the entirety of a plaintiff's economic damages — even when the overwhelming majority of fault lies with a criminal actor who has no assets to satisfy a judgment.

The result is morally indefensible: perpetrators escape financial accountability for their conduct, while taxpayers — through their cities, counties, transit agencies, and school districts — are forced to pay for the harm that resulted. It allows perpetrators to walk away while public services are gutted to satisfy awards for conduct the public entity did not commit. **The Legislature must restore proportional (several) liability for economic damages in actions against public entities, so that they are responsible only for the share of harm attributable to the public agency's own conduct.**

Survivors Deserve Their Day in Court, and Public Entities Deserve a Meaningful Opportunity to Defend. Restoring balance to AB 218 claims involving decades-old conduct does not require closing the courthouse door to survivors. Rather, it requires recognizing that, after decades have passed, the records and witnesses needed to fairly

adjudicate a claim are often incomplete or simply gone. For claims involving conduct that occurred decades ago, we urge the Legislature to restore balance by reinstating a prior-knowledge requirement, paired with a clear-and-convincing-evidence standard. Prior to AB 218, California law permitted survivors to bring claims against public entities outside the statute of limitations, when a plaintiff could show the entity "knew or had reason to know, or was otherwise on notice, of any unlawful sexual conduct" by the perpetrator and failed to implement reasonable safeguards. That framework provided a meaningful path to justice for survivors with evidence of institutional culpability while also protecting taxpayers from liability for conduct the public entity had no realistic means to anticipate, prevent, or now defend against.

Our coalition stands ready to work with the Legislature, the Administration, and the survivor community to craft a balanced, durable solution so that necessary action can be taken now. Detailed findings and supporting data are available in CAJPA's recent report, *Protecting Public Funds: The Rising Cost of Claims Against California Public Entities*. Please do not hesitate to contact us with questions or to discuss specific legislative vehicles.

Sincerely,

California Association of Joint Powers Authorities (CAJPA)
California School Boards Association (CSBA)
California Association of School Business Officials (CASBO)
Los Angeles Unified School District (LAUSD)
Association of California School Administrators (ACSA)
The Rural County Representatives of California (RCRC)
California Association of Recreation and Park Districts (CARPD)
California Special Districts Association (CSDA)
League of California Cities
City of Eastvale
City of Bakersfield
City of Blythe
City of Calimesa
City of Cloverdale
City of Chico
City of Cotati
City of Corona
City of El Segundo
City of Fort Bragg
City of Highland
City of Eureka
City of Rancho Cucamonga
City of Riverside
City of Lake Elsinore
City of Fairfield
City of Dunsmuir

City of Upland
City of Oroville
City of Menifee
City of Vacaville
City of St. Helena
City of Placerville
City of Shasta Lake
City of Mt. Shasta
City of Marysville, Yuba County
City of Colton
City of Jurupa Valley
City of Rancho Cordova
City of Folsom
City of Paramount
City of South Gate
City of Citrus Heights
City of Stanton
City of Elk Grove
City of Perris
City of Roseville
City of Petaluma
City of Whittier
City of Yreka
City of Weed
City of Willows
City of Walnut Creek
City of Lake Port
City of La Mesa
City of Murrieta
City of Tehama
La Mesa Spring Valley Schools
City of Live Oak
City of La Mirada
City of Bellflower
Hope School District
Merced County
Northern California Schools Insurance Group
ABC Unified School District
Wheatland Union High School District
Brett Harte Union High School District
Sebastopol Charter
Redwood Empire Schools Insurance Group (RESIG)
NorCal Cities Self-Insurance Fund
Lemon Grove School District
Natomas Charter School
Sonoma Charter School

Santa Rosa City Schools
Huntington Beach City School District
Kern County Superintendent of Schools (KCSOS)
Sebastopol Independent Charter School
Palo Verde Valley Transit Agency (PVVTA)
Schools Excess Liability Fund (SELF)
Butte Schools Self-Funded Programs
Hermosa Beach City School District
Oroville Union High School District
Schools Insurance Authority (SIA)
Schools Insurance Group
Tuolumne JPA
San Marcos Unified School District
Sierra Sands Unified School District
Tulare Joint Union High School District
Desert Sands Unified School District
Golden State Risk Management Authority
County of Inyo
County of Kings
County of Solano
County of Siskiyou
Trindel Risk Management for Rural Counties
Central Region School Insurance Group
West Covina Unified School District
California Association of Suburban School Districts
Poway Unified School Districts
Torrance Unified School Districts
Lindsay Unified School Districts
Bennett Valley Union School District
Special District Risk Management Authority
Oroville City Elementary School District
Buckeye Union School District
Southern California Regional Liability Excess Fund (SCR)
Northern California Regional Liability Excess Fund (NCR)
Schools Association For Excess Risk (SAFER)
Cajon Valley Union School District
Redondo Beach Unified School District
Corona Norco Unified School District
Irvine Unified School District
East Side Union High School District
North Coast Schools Insurance Group
Alameda County Schools Insurance Group
Town of Truckee
City of Grass Valley
Central Fire District, Santa Cruz County
Beta Healthcare Group

School & College Legal Services of California
Sebastopol Independent Charter School
Wright Elementary School District
Sonoma County Office of Education
California Affiliated Risk Management Authorities (CARMA)
Employment Risk Management Authority (ERMA)
California LULAC (League of United Latin American Citizens)
California Intergovernmental Risk Authority (CIRA)
California Joint Powers Risk Management Authority (CJPRMA)



Report to Honorable Mayor and City Council

Tuesday, July 7, 2026, 5:00 PM

CONSENT 22.

To: Honorable Mayor and City Council

From: Roobik Galoosian, Risk Manager HR Risk Management

Subject: CONSIDER APPROVAL OF THE SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS BETWEEN VIRGINIA GARCIA, ISIDORA CALDERON, OSVALDO OSUNA AND CITY OF CARSON AND OMAR COLLINS

I. SUMMARY

This case arises from alleged injuries that Plaintiffs Virginia Garcia, Isidora Calderon, and Osvaldo Osuna (collectively the "Plaintiffs") sustained as a result of a two-car motor vehicle incident that occurred on February 20, 2024, at near intersection of 213th Street and Dolores Street in Carson, California 90745. The driver of the car with Plaintiffs in it was Garcia, and the driver of the other vehicle was Omar Collins, an employee with the City's Public Works Department.

Plaintiffs filed a First Amended Complaint ("FAC") on July 30, 2024 and asserted negligence/negligence per se pursuant to Government Code section 815.2 against the City Defendants and sought damages for injuries alleged to have resulted from the February 20, 2024 accident.

II. RECOMMENDATION

TAKE the following ACTIONS:

1. APPROVE the Settlement Agreement and Release of All Claims between Plaintiffs Virginia Garcia, Isidora Calderon, and Osvaldo Osuna and City of Carson and Omar Collins; and
2. AUTHORIZE the Mayor to execute the Agreement.

III. ALTERNATIVES

TAKE another action the City Council deems appropriate.

IV. BACKGROUND

On February 20, 2024, at approximately 8:20 a.m., Garcia was driving a 2014 Kia Sorento. Calderon and Osuna were passengers in Garcia's vehicle. At the time of the collision, Garcia was headed eastbound on 213th Street in Carson and was stopped at the intersection of 213th Street and Dolores Street at a red light. The intersection of 213th Street and Dolores Street is controlled by pole and mast mounted tri-phase traffic signals pointing in each direction. Collins, who was driving a City vehicle and working the scope of his employment at the time of the collision, was stopped behind Garcia at the intersection.

The parties were able to reach a settlement. The proposed settlement was presented to the City in closed session on May 20, 2026. The City Council is now asked to consider and approve the Settlement Agreement and Release of All Claims between the Plaintiffs, the City, and Collins as well as authorize Mayor Lula Davis-Holmes to execute the Settlement Agreement on behalf of the City.

V. FISCAL IMPACT

Third party liability claim payments are paid through the City's claims trust account and are charged to the claims reserves. There is no direct impact to the annual operating budget.

VI. EXHIBITS

1. Settlement Agreement

Attachments

[\(Garcia\) Partially Signed Settlement Agreement \(2155427.1\).pdf](#)

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This Settlement Agreement and Release of All Claims ("Agreement") is entered into by and between Plaintiffs VIRGINIA GARCIA, ISIDORA CALDERON, and OSVALDO OSUNA (collectively "Plaintiffs"), and Defendants CITY OF CARSON (the "City") and OMAR RASHAAD COLLINS ("Collins") (collectively "City Defendants") (Plaintiffs, the City, and Collins collectively "Parties" or each singularly "Party"), to terminate fully and finally all disputes between the Parties arising out of or related to the lawsuit entitled *Virginia Garcia, et al. v. City of Carson, et al.* (Los Angeles Superior Court Case No. 24CMCV00552) ("Action").

RECITALS

WHEREAS, the Action arises from a motor vehicle accident which occurred at or near the intersection of 213th Street and Dolores Street in Carson, California 90745 on February 20, 2024; and

WHEREAS, Plaintiffs filed a First Amended Complaint ("FAC") on July 30, 2024 and asserted negligence/negligence per se pursuant to Government Code section 815.2 against the City Defendants and sought damages for injuries alleged to have resulted from the February 20, 2024 accident; and

WHEREAS, the Parties hereto wish to terminate the Action, to avoid the uncertainty and costs of trial, and any potential appeals therefrom, and to resolve fully and finally all disputes which may exist by and between the Parties concerning the allegations set forth in the FAC.

NOW, THEREFORE, based upon the foregoing recitals and the terms, conditions, covenants, and agreements contained herein, the Parties agree as follows:

AGREEMENT

In consideration of the facts, acknowledgements, agreements, general release, and promises contained in this Agreement, and for other good and valuable consideration, the receipt of which is acknowledged by each Party hereto, the Parties promise and agree as follows:

1. **Settlement Payment.** Following execution of this Agreement by the Plaintiffs, VIRGINIA GARCIA, ISIDORA CALDERON, AND OSVALDO OSUNA, and their counsel, and receipt by the City of the executed Agreement, the executed original Request for Dismissal with prejudice as to the City Defendants (as referenced in Paragraph 3 of this Agreement), then the City shall pay to Plaintiffs the total sum of FOUR HUNDRED FIFTY THOUSAND DOLLARS (\$450,000.00) (the "Settlement Sum"). Said Settlement Sum constitutes a full and complete settlement and compromise of any and all disputed claims the Plaintiffs have or may have as to the City Defendants, arising out of or related to the allegations set forth in the FAC. Payment shall be made in the form of a check or checks made payable to "VIRGINIA GARCIA, ISIDORA L. CALDERON, OSVALDO OSUNA, AND WINDSOR TROY LAW, LLP," and delivered to Plaintiffs' counsel. Said sum to be paid within thirty (30) days of the City Defendants' receipt of the executed Agreement, and the executed original Request for Dismissal with prejudice as to the City Defendants.

2. **Personal Injury Claims.** The Parties acknowledge and agree that the payment of the Settlement Sum shall and does hereby fully and totally compensate the Plaintiffs for any and all property damage; personal and physical injury; including without limitation any pain, suffering, emotional distress, anxiety or trauma, and any physical manifestations thereof; and the medical treatments related thereto, arising out of or related to the allegations set forth in the FAC as to the City Defendants. Plaintiffs further acknowledge that the injuries sustained by Plaintiffs are of such character that the full extent and type of injuries are not known at the date hereof, and it is further understood that said injuries, whether known or unknown at date hereto, might possibly become progressively worse and that, as a result thereof, further damages may be sustained by Plaintiffs. Nonetheless, Plaintiffs desire by these presents to forever and fully release and discharge the City Defendants and understand that, by the execution of this instrument, no further claims may ever be asserted by Plaintiffs as against the City Defendants.

3. **Dismissal of the Action with Prejudice.** Concurrently with the execution and delivery of this Agreement, Plaintiffs shall cause their attorney of record in the Action to execute and deliver to the attorneys of record for the City Defendants, the original of a Request for Dismissal, with prejudice, with respect to the Action as to the City Defendants. Upon Plaintiffs' receipt of the Settlement Sum, the attorneys for the City Defendants are authorized to proceed forthwith to cause such Request for Dismissal to be filed with the clerk of the court in and for the Los Angeles County Superior Court, and may do all other things necessary in order to cause the Action, including all claims and causes of action asserted therein, to be dismissed with prejudice and in their entirety as to the City Defendants. Plaintiffs further agree, after the payment of the above Settlement Sum, to take all necessary and further steps to ensure that the Action is dismissed with prejudice as to the City Defendants.

4. **General Release ("Release").** For good and valuable consideration, including, but not limited to, the payment of the Settlement Sum, the receipt and adequacy of which are hereby acknowledged, Plaintiffs do hereby fully and irrevocably release and forever discharge the City Defendants and their current and former employees, officials, agents, or representatives, or any of them ("Releasees"), of and from any and all manner of action or actions, cause or causes of action, in law or in equity, suits, debts, liens, contracts, agreements, promises, liability, claims, demands, damages, loss, costs or expenses, of any nature whatsoever, known or unknown, fixed or contingent ("Claims"), which Plaintiffs now have or may hereafter have by reason of any matter, cause, or thing whatsoever occurring prior to the date of execution of this Agreement including, without limiting the generality of the foregoing, any Claims constituting, arising out of, based upon, or relating to the allegations set forth in the FAC, as well as any matters, causes, or things whatsoever that were, or have been, or could in any way have been, alleged in the pleadings filed in the Action.

5. **Covenant to Pay Liens.** Plaintiffs hereby agree to hold the City Defendants and/or the Releasees forever harmless from any and all liens, claims, demands, actions and causes of action which may presently exist or which may subsequently arise as a result of the allegations set forth in the FAC, including, but not limited to, medical liens, attorney's liens, and liens heretofore or hereafter asserted by any entity, including Medi-Cal and/or Medicare. Plaintiffs further agree to satisfy any and all liens upon receipt of the settlement proceeds.

6. **Indemnity.** Plaintiffs agree to defend and indemnify the City Defendants and/or

the Releasees against, and will hold and save them and each of them harmless from, any and all third party actions, suits, claims, liens, damages to persons or property, losses, costs, penalties, obligations, or liabilities, including, but not limited to, medical liens, attorney's liens, and liens heretofore or hereafter asserted by any entity, including Medi-Cal and/or Medicare, that may be asserted or claimed by any person, firm, or entity against the settlement proceeds being paid to Plaintiffs under this Agreement. Plaintiffs shall defend any such action and pay all of the City Defendants' attorney's fees and costs, with the City Defendants having their choice of counsel.

7. **Discovery of Different or Additional Facts.** The Plaintiffs acknowledge that they may hereafter discover facts different from or in addition to those that they now know or believe to be true with respect to the claims, demands, causes of action, obligations, damages, and liabilities of any nature whatsoever that are the subject of the Release set forth in Paragraph 4 of this Agreement, and expressly agree to assume the risk of the possible discovery of additional or different facts, and the Parties agree that this Agreement shall be and remain effective in all respects regardless of such additional or different facts.

8. **Release of Unknown Claims.** The Release set forth above in Paragraph 4 of this Agreement is a release of ALL claims, demands, causes of action, obligations, damages, and liabilities of any nature whatsoever that are described in the Release and is intended to encompass all known and unknown, foreseen and unforeseen claims that the Plaintiffs may have as a result of the Action, except for any claims that may arise from the terms of this Agreement.

9. **Waiver of Civil Code Section 1542.** Further, the Plaintiffs acknowledge that they have been informed of the provisions of California Civil Code section 1542, and expressly agree to waive and relinquish all rights and benefits they may have under California Civil Code section 1542. That section reads as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

10. **No Other Pending Actions.** The Plaintiffs represent that they have not filed any complaint(s) and/or charge(s) (other than the FAC referenced above) against the City Defendants and/or the Releasees, arising out of or relating to the allegations set forth in the FAC, with any local, state or federal agency or court; and that if any such agency or court assumes jurisdiction of any complaint or charge against the City Defendants and/or the Releasees, whenever filed, the Plaintiffs will take all necessary and further steps to withdraw and dismiss the matter forthwith.

11. **Non-Admission of Liability.** The Parties acknowledge and agree that this Agreement is a settlement of disputed claims. Neither the fact that the Parties have settled nor the terms of this Agreement shall be construed in any manner as an admission of any liability by the City Defendants and/or the Releasees, including the City Defendants' attorneys, all of whom have consistently taken the position that they have no liability whatsoever.

12. **No Assignment of Claims.** The Plaintiffs warrant that they have made no assignment, and will make no assignment, of any claim, cause of action, right of action or any right of any kind whatsoever, embodied in any of the claims and allegations referred to herein, and that

no other person or entity of any kind had or have any interest in any of the demands, obligations, actions, causes of action, debts, liabilities, rights, contracts, damages, attorney's fees, costs, expenses, losses or claims referred to herein.

13. **Attorney's Fees and Costs.** Each Party hereto agrees to bear their own attorneys' fees and costs in connection with the Action and this Agreement.

14. **Successors and Assigns.** This Agreement, and all the terms and provisions hereof, shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, legal representatives, successors and assigns.

15. **Knowing and Voluntary.** This Agreement is an important legal document and in all respects has been voluntarily and knowingly executed by the Parties hereto. The Parties specifically represent that prior to signing this Agreement they have been provided a reasonable period of time within which to consider whether to accept this Agreement. The Parties further represent that they have each carefully read and fully understand all of the provisions of this Agreement, and that they are voluntarily, knowingly, and without coercion entering into this Agreement based upon their own judgment.

16. **Assistance of Counsel.** The Parties each specifically represent that they have consulted to their satisfaction with and received independent advice from their respective counsel prior to executing this Agreement concerning the terms and conditions of this Agreement.

17. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be considered an original but all of which shall constitute one agreement.

18. **Severability.** Should any portion, word, clause, phrase, sentence or paragraph of this Agreement be declared void or unenforceable, such portion shall be considered independent and severable from the remainder, the validity of which shall remain unaffected.

19. **Ambiguity.** The Parties acknowledge that this Agreement was jointly prepared by them, by and through their respective legal counsel. This Agreement shall be construed according to its fair meaning as prepared by both parties, and any uncertainty or ambiguity existing herein shall not be interpreted against either of the Parties.

20. **Waiver.** Failure to insist on compliance with any term, covenant or condition contained in this Agreement shall not be deemed a waiver of that term, covenant or condition, nor shall any waiver or relinquishment of any right or power contained in this Agreement at any one time or more times be deemed a waiver or relinquishment of any right or power at any other time or times.

21. **Governing Law; Venue.** This Agreement is made and entered into in the State of California, and shall in all respects be interpreted, enforced and governed under the laws of said State without giving effect to conflicts of laws principles. Any action to enforce, invalidate, or interpret any provision of this Agreement shall be brought in Los Angeles County Superior Court or the United States District Court for the Central District of California.

22. **Enforcement Costs.** Should any legal action be required to enforce the terms of

this Agreement, the prevailing party shall be entitled to recover their actual attorneys' fees, costs, and expenses, which are reasonably incurred, from the non-prevailing party, in addition to any other relief to which that party may be entitled. Such fees and costs shall not be limited by any statutory guidelines.

23. **Entire Agreement.** This Agreement constitutes the entire agreement between Plaintiffs and the City Defendants and supersedes any and all other agreements, understandings, negotiations, or discussions, either oral or in writing, express or implied between Plaintiffs and the City Defendants. The City Defendants may enter into agreements between each other to resolve issues between the City Defendants, which do not implicate Plaintiffs, and which this Paragraph is not intended to encapsulate. As between Plaintiffs and the City Defendants, each acknowledge that no representations, inducements, promises, agreements, or warranties, oral or otherwise, have been made by them, or anyone acting on their behalf, which are not embodied in this Agreement, that they have not executed this Agreement in reliance on any such representation, inducement, promise, agreement or warranty. No representation, inducement, promise, agreement or warranty not contained in this Agreement, including, but not limited to, any purported supplements, modifications, waivers, or terminations of this Agreement shall be valid or binding, unless executed in writing by all of the Parties to this Agreement.

24. **Retention of Jurisdiction.** The court shall retain jurisdiction to enforce the settlement pursuant to Code of Civil Procedure section 664.6.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned execute this Settlement Agreement and Release of All Claims, consisting of a total of seven (7) pages, on the dates set forth below.

Dated: 06/02/2026

Virginia Garcia, an individual

By: Virginia Garcia
Virginia Garcia, Plaintiff

Dated: 06/02/2026

Isidora Calderon, an individual

By: Isidora Calderon
Isidora Calderon, Plaintiff

Dated: 06/02/2026

Oswaldo Osuna, an individual

By: Oswaldo Osuna
Oswaldo Osuna, Plaintiff

Dated: 6.10.26

Omar Collins, an individual

By: [Signature]
Omar Collins, Defendant

Dated: _____

CITY OF CARSON

By: _____
Lula Davis-Holmes, Mayor

ATTEST:

By: _____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:

Dated: _____

WINDSOR TROY LAW, LLP

By: _____
Roberto Dominguez Quiroga
Attorneys for Plaintiffs
VIRGINIA GARCIA, ISIDORA
CALDERON, OSVALDO OSUNA

Dated: 6/10/2026

ALESHIRE & WYNDER, LLP

By: *W. Michelle G. Nillcorneal*
Sunny Soltani
Attorneys for Defendants
CITY OF CARSON and OMAR RASHAAD
COLLINS



Report to Honorable Mayor and City Council

Tuesday, July 7, 2026, 5:00 PM

CONSENT 23.

To: Honorable Mayor and City Council

From: LaKeina Johnson, Administrative Analyst HR Administration

Subject: CONSIDER APPROVAL OF NEW YORK LIFE INSURANCE POLICY PREMIUM RATE ADJUSTMENTS FOR RENEWAL EFFECTIVE JULY 1, 2026, FOR CONTINUED PROVISION OF BASIC LIFE, AD&D, VOLUNTARY LIFE, SHORT TERM DISABILITY AND LONG-TERM DISABILITY BENEFITS TO CITY EMPLOYEES AND EMPLOYEE ASSISTANCE AND WELLNESS PROGRAMS (CITY COUNCIL)

I. SUMMARY

Staff is requesting Council approval of policy premium rate adjustments required by New York Life Insurance for renewal of the City's insurance services with New York Life effective July 1, 2026, which includes a new 24-month rate guarantee thereafter. Following a review of employee demographics, plan performance, and renewal proposals, rate adjustments are recommended to maintain the financial stability of the Basic Life and Short-Term Disability plans. Rates for Basic Life and Short-Term Disability will increase, while rates for Long-Term Disability and Basic AD&D will decrease. Voluntary Life rates will remain unchanged.

II. RECOMMENDATION

APPROVE the premium rate adjustments set forth in the rate renewal letter for renewal of the New York Life policies for Basic Life, Accidental Death and Dismemberment (AD&D), Voluntary Life Insurance, Short Term Disability and Long-Term Disability benefits effective July 1, 2026, with a rate guarantee for 24 months (Exhibit No. 1).

III. ALTERNATIVES

Take another action that City Council deems appropriate.

IV. BACKGROUND

On February 21, 2017, the City Council approved Cigna as the provider of Basic Life Insurance, Short-Term Disability (STD), and Long-Term Disability (LTD) benefits for City employees, with coverage effective March 1, 2017. At that time, Cigna provided an aggregate premium reduction compared to the City's previous provider and guaranteed rates for a 36-month period. The program also included an Employee Assistance Program (EAP) for eligible employees.

On December 31, 2020, New York Life acquired Cigna's group life, accident, and disability insurance business. Following the acquisition, New York Life honored the existing rates and provided the City with a three-year rate guarantee.

On September 5, 2023, the City Council approved the renewal of the City's Basic Life, Voluntary Life, Basic Accidental Death and Dismemberment (AD&D), Short-Term Disability, and Long-Term Disability insurance policies and authorized Cigna/New York Life to continue serving as the City's insurance provider. The renewal included a 24-month rate guarantee through June 30, 2026.

As the current rate guarantee period approaches expiration, staff reviewed renewal proposals, employee demographics, claims experience, and plan performance. Based on this evaluation, staff recommend continuing services with New York Life and approving the proposed rate adjustments and new 24-month rate guarantee, as reflected in the per-employee rate renewal summary attached as Exhibit No. 1.

To support the long-term financial stability of the insurance programs, rate adjustments are proposed based on current claims experience and actuarial projections. Rates for the Basic Life Insurance and Short-Term Disability plans will increase, while rates for the Long-Term Disability and Basic AD&D plans will decrease. Rates for Voluntary Life coverage will remain unchanged.

The renewal also includes Employee Assistance and Wellness Support programs at no additional cost to benefit-eligible employees. These services are designed to promote employee health, well-being, and financial security while providing access to resources that support employees and their families.

Per CMC 2611(i)(4), purchases of insurance, insurance adjusting, and related services are exempt from competitive bidding.

V. FISCAL IMPACT

If approved, the proposed renewal with New York Life will continue the City's Basic Life, Voluntary Life, Basic AD&D, Short-Term Disability, and Long-Term Disability insurance coverage for a 24-month period beginning July 1, 2026. The estimated annual cost for these services is approximately \$450,000 per fiscal year and will be incorporated in the Human Resources Department's FY 26/27 adopted budget.

Funding for these services is budgeted through General Ledger Account No. 101-65-652-906-6034. The proposed 24-month rate guarantee provides cost predictability and supports the continued delivery of employee insurance benefits and related support services.

VI. EXHIBITS

1. New York Life Rate Renewal Letter

Attachments

[NYL July 1, 2026 – Rate Renewal.pdf](#)



Toni Palomero
Account Executive
Telephone: (646) 702-7172
Email: toni_palomero@newyorklife.com

Bender Benefits, Inc.

RE: City of Carson – July 1, 2026 – Group Insurance Renewal

Dear Rick,

Thank you for allowing New York Life Group Benefit Solutions (NYL GBS) to provide the Life, Accidental Death and Dismemberment (AD&D), and Disability benefits for the employees of City of Carson. We appreciate the opportunity to serve you both and assist in meeting your employee benefits needs.

Based on our analysis of the group's demographics, current plans, and rates we have determined a rate increase(s) are necessary to strengthen the financial stability of the Life and STD plans moving forward.

LTD and Basic AD&D plans will receive a rate reduction
Voluntary Life plan will remain at current rates with no changes.

Below is an overview of our renewal offering, effective July 1, 2026:

Plan	Policy	Current Rate	Rate Basis	Renewal Rate	Rate Guarantee
STD	LK0752174	\$0.38	Per \$10 Weekly Benefit	\$0.420	24 Months
LTD	LK0965343	\$1.05	Per \$100 Covered Payroll	\$0.895	24 Months
Basic Life	FLX0967822	\$0.12	Per \$1,000	\$0.220	24 Months
Voluntary Life Employee	FLX0967822	\$0.49	Per \$1,000	\$0.490	24 Months
Voluntary Life Spouse and Dependent Child	FLX0967822	\$2.40	Per Family Unit	\$2.400	24 Months
Basic AD&D	OK0969324	\$0.025	Per \$1,000	\$0.020	24 Months

NYL GBS reserves the right to change premium rates if any of the following occurs:

- The policy terms change
- A division, subsidiary, eligible company, or class is added/deleted
- There is a change of more than 10% in the number of employees
- If all products do not renew with NYL GBS, rates are subject to change.

If you wish to accept the rates as outlined above, please respond via email with your confirmation. Once confirmed, our client support team will begin processing the required rate amendments immediately. In order to avoid underpayment of premium, please remember to update your premium reporting, and begin payment at the new rates effective **July 1, 2026**.

If you choose to terminate your benefit plans, please provide written notice of cancellation to process the request.

Additional Benefits and Services

Included at no additional cost to your benefit eligible employees are the NYL GBS Value Added Programs. Please visit our website for additional resources you can share with your employees: [NYL GBS Value-Added Services](#).

We continue to enhance our digital self-service portal to include new features. With myNYLGBS online portal, employers and employees have 24/7 access to real-time benefit information. Once you log in, you can quickly and easily file a claim, view claim status, upload documents, and more. Please visit us to explore more at www.myNYLGBS.com.

We value our relationship with you and look forward to continuing this partnership. Should you have any questions regarding this renewal position or any other matters, please do not hesitate to call me.

Thank you,

Toni Palomero
Account Executive



Report to Honorable Mayor and City Council

Tuesday, July 7, 2026, 5:00 PM

CONSENT 23.

To: Honorable Mayor and City Council

From: Dr. Arlington Rodgers, Director of Public Works PW Operations

Subject: CONSIDER APPROVAL OF AMENDMENT NO. 1 TO THE CONTRACT SERVICES AGREEMENT WITH MARIPOSA LANDSCAPES INC. FOR CONTINUED LANDSCAPE MEDIAN MAINTENANCE SERVICES THROUGH AUGUST 7, 2026, TO ENSURE SERVICE CONTINUITY PENDING COMPLETION OF THE CITY'S COMPETITIVE PROCUREMENT PROCESS AND AWARD OF A NEW LONG-TERM AGREEMENT (CITY COUNCIL)

I. SUMMARY

The Public Works Department is currently conducting a competitive procurement process to establish new citywide landscape median maintenance contracts. An Invitation for Bids (IFB), which is the formal process used by the City to solicit competitive pricing and services from qualified contractors, has been released and is being administered in coordination with the Purchasing Division. Staff anticipates completing the bidding process this month and returning to the City Council on either July 21, 2026, or August 4, 2026, with a recommendation to award new contracts. As part of this procurement effort, the Public Works Operations and Maintenance Division has identified several operational improvements intended to enhance service levels, improve contractor accountability, address deficiencies experienced under previous agreements, and improve overall vendor performance.

Most notably, the new IFB has been structured to maximize efficiency and improve service delivery throughout the City. Under the proposed approach, the City's landscaped medians will be divided into four service quadrants of approximately equal size, rather than the current two-area configuration. This revised service model is expected to improve contractor accountability, simplify performance monitoring, reduce the risk of service disruptions, and provide the City with greater flexibility to tailor maintenance activities to the specific needs of individual neighborhoods and service areas.

During this interim period, while the City completes the competitive procurement process and transitions to new contracts, staff recommends that the City Council approve the proposed Amendment No. 1 to the existing Contract Services Agreement with Mariposa Landscapes, Inc. for continued landscape median maintenance services. The proposed amendment would increase the contract amount by \$86,349, resulting in a revised total not-to-exceed contract amount of \$951,645 for the initial three-year term, which expires on August 7, 2026. Approval of the proposed amendment will ensure that routine landscape maintenance services continue without interruption through the expiration of the current agreement. The additional funding has been budgeted and is necessary to cover anticipated maintenance costs and contractor invoices through the end of the contract term. Maintaining uninterrupted service during this transition period is important to preserve the appearance of the City's landscaped corridors, maintain safe sight visibility for motorists and pedestrians, and prevent landscape conditions from deteriorating while new long-term contracts are being finalized.

II. RECOMMENDATION

TAKE the following actions:

1. APPROVE the proposed Amendment No. 1 to the Contract Services Agreement with Mariposa Landscapes, Inc. for continued landscape median maintenance services through August 7, 2026, increasing the contract amount by \$86,349, for a revised total not-to-exceed contract amount of \$951,645, thereby providing sufficient funding to complete the initial three-year term of the Agreement; and,
2. AUTHORIZE the Mayor to execute the proposed Amendment No. 1 to the Agreement with Mariposa Landscapes, Inc., in a form approved by the City Attorney.

III. ALTERNATIVES

1. DO NOT APPROVE the proposed Amendment No. 1 to the Contract Services Agreement with Mariposa Landscapes, Inc. for continued landscape median maintenance services through August 7, 2026.
2. TAKE another action the City Council deems appropriate, and consistent with the requirements of the law.

IV. BACKGROUND

The City maintains and is responsible for more than 20 miles of landscaped medians, parkways, and embankments throughout the community. These landscaped areas play an important role in maintaining the City's appearance, enhancing neighborhood aesthetics, and promoting public safety by preserving visibility for motorists and pedestrians. Following the expiration of the City's previous median maintenance contract and the unusually high rainfall experienced in 2023, many landscaped medians experienced significant weed growth and deterioration, resulting in conditions that fell below the City's maintenance standards. The resulting overgrowth generated numerous resident concerns regarding aesthetics, visibility, and overall public safety.

As staff prepared the Invitation for Bids (IFB) for new landscape maintenance services in 2023, it was determined at that time that dividing the City's median system into two separate service areas would provide a more effective and efficient approach to restoring and maintaining landscape conditions. This strategy allowed multiple contractors to perform work concurrently, accelerating citywide improvements and increasing the City's ability to respond to ongoing maintenance needs. Accordingly, the service areas were established as follows: Area A, consisting of medians located south of Interstate 405 (I-405), and Area B, consisting of medians located north of I-405.

On June 15, 2023, the City issued said IFB No. 23-11 for Area A and IFB No. 23-12 for Area B to solicit competitive bids for landscape median maintenance services. Contractors interested in servicing both areas were permitted to submit proposals for each service area, provided they demonstrated sufficient staffing, equipment, and operational capacity to maintain both areas simultaneously. In accordance with Carson Municipal Code Section 2800, public notice of the bidding opportunity was posted on the City's website, displayed at designated public notice locations, and published in a local newspaper. Bid submissions were due on July 6, 2023. At its July 18, 2023 meeting, the City Council awarded a three-year contract to Mariposa Landscapes, Inc. for landscape median maintenance services within Area A in an amount not to exceed \$865,296, with an option for the City to extend the agreement for up to two additional one-year terms. Due to the poor condition of the landscaped medians at the commencement of the contract, substantially more restoration work than originally anticipated was required during the first and second years of the agreement. This additional work included extensive weed abatement, vegetation restoration, irrigation repairs, and enhanced maintenance activities necessary to restore the medians to the visual, operational, and safety standards expected by the City.

The agreement is currently in the third and final year of its initial term. However, because of the significant restoration efforts required during the first two years of the contract, the remaining contract balance is insufficient to fund routine maintenance services through the expiration date of August 7, 2026. Accordingly, staff is requesting that the City Council approve the proposed Amendment No. 1 to the Contract Services Agreement with Mariposa Landscapes, Inc., increasing the contract amount by \$86,349 for a revised total not-to-exceed amount of \$951,645. The additional funding will allow the contractor to continue providing uninterrupted landscape maintenance services through the conclusion of the current contract term. Staff is not recommending an extension of the contract term.

In parallel, the Public Works Department is actively procuring new citywide landscape median maintenance contracts. A new Invitation for Bids is currently being finalized in coordination with the Purchasing Division to ensure that future contracts maximize operational efficiency, improve service quality, and strengthen contractor accountability. Staff anticipates completing the procurement process this month and returning to City Council on either July 21, 2026, or August 4, 2026, with recommendations for contract award. As part of this effort, the Public Works Operations and Maintenance Division has identified several operational improvements intended to enhance service levels, address deficiencies experienced under prior contracts, and improve overall contractor performance. Most notably, the forthcoming IFB proposes dividing the City into four service quadrants of approximately equal landscape area, rather than the current two-area configuration. This revised approach is expected to improve contractor accountability, simplify performance monitoring, reduce the likelihood of service disruptions, and provide the City with greater flexibility to tailor maintenance activities to the specific needs of individual neighborhoods and service areas. Ultimately, these changes are intended to improve the reliability, quality, and responsiveness of landscape maintenance services citywide.

V. FISCAL IMPACT

In July 2023, the City entered into a Contract Services Agreement with Mariposa Landscapes, Inc. for landscape median maintenance services in an amount not to exceed \$865,296.00. The agreement included an initial three-year term, with the option, at the City's sole discretion, to extend the contract for up to two additional one-year terms. Staff is requesting City Council approval of the proposed Amendment No. 1 to the existing agreement to provide additional funding necessary to continue uninterrupted landscape maintenance services through the expiration of the current contract term on August 7, 2026. If approved, the proposed Amendment No. 1 will increase the contract amount by \$86,349.00, resulting in a revised total not-to-exceed contract amount of \$951,645.00. A portion of the requested funding will be used to pay contractor invoices for services provided during May and June of Fiscal Year 2025-2026. The remaining funds will be used to pay for services provided during July 2026 and through the conclusion of the contract term, utilizing appropriations included in the Fiscal Year 2026-2027 adopted budget.

Sufficient funding for the proposed amendment is available and has been budgeted within the Medians Professional Services account (Account No. 101-80-840-108-6004) in both the Fiscal Year 2025-2026 and Fiscal Year 2026-2027 adopted budgets. Therefore, approval of the proposed amendment will not require any additional budget appropriation. The amendment will ensure continuity of landscape maintenance services, preserve the appearance and safety of the City's landscaped corridors, and prevent service disruptions while the City completes its ongoing procurement process for new long-term median maintenance contracts.

VI. EXHIBITS

1. Mariposa Original Contract
2. Proposed Mariposa Amendment 1

Attachments

[Exhibit 1. Mariposa Original Contract](#)

[Exhibit 2. Mariposa Amendment 1](#)

**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 8th day of August, 2023 by and between the CITY OF CARSON, a California municipal corporation ("City") and MARIPOSA LANDSCAPES INC., a California corporation ("Consultant" or "Contractor"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, the Consultant shall perform the work or services set forth in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by reference. Consultant warrants that it has the experience and ability to perform all work and services required hereunder and that it shall diligently perform such work and services in a professional and satisfactory manner.

1.2 Compliance With Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency of competent jurisdiction.

1.3 Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by the Agreement.

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

2. COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but not exceeding the maximum contract amount of **Eight Hundred Sixty Five Thousand Two Hundred Ninety Six Dollars and Zero Cents (\$865,296.00)** ("Contract Sum"). In the event City elects to exercise its options to extend the Term pursuant to Section 3.4 hereof, the Contract Sum will increase by an annual amount of \$288,432.00 for each Extension Term, consistent with Exhibit "C."

2.2 Invoices. Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's

Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and subcontractor contracts. Subcontractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

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

2.3 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum but not exceeding a total contract amount of Five Thousand Dollars (\$5,000) or in the time to perform of up to ninety (90) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

3. **PERFORMANCE SCHEDULE**

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

3.2 Schedule of Performance. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding thirty (30) days cumulatively.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the

Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

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

4. COORDINATION OF WORK

4.1 Representative of Consultant. Terry Noriega, President and Antonio Valenzuela, Secretary, are hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work and services specified herein and make all decisions in connection therewith. All personnel of Consultant and any authorized agents shall be under the exclusive direction of the representative of Consultant. Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, and shall keep City informed of any changes.

4.2 Contract Officer. Freddy Loza, LBM Superintendent, or such person as may be designated by the City Manager is hereby designated as being the representative the City authorized to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith ("Contract Officer").

4.3 Prohibition Against Subcontracting or Assignment. Consultant shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Any such prohibited assignment or transfer shall be void.

4.4 Independent Consultant. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth. Consultant shall perform all services required herein as an independent contractor of City with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City, or that it is a member of a joint enterprise with City.

5. INSURANCE AND INDEMNIFICATION

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

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

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

(c) Automotive Insurance (Coverage Form ISO CA 00 01 including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than \$1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

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

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

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

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

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and

contribution it may have against the City, its officers, employees and agents and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsement to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

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

5.3 Indemnification. To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, except claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records. Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services and shall keep such records for a period of three years following completion of the services hereunder. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records.

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

6.3 Confidentiality and Release of Information.

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

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

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

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

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

7. ENFORCEMENT OF AGREEMENT AND TERMINATION

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

State of California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

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

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

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

7.4 Termination Prior to Expiration of Term. This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder, but not exceeding the compensation provided therefore in the Schedule of Compensation Exhibit "C". In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

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

8. MISCELLANEOUS

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

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

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

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

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

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

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

8.8 Interpretation.

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

8.9 Counterparts.

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

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

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8.11 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized

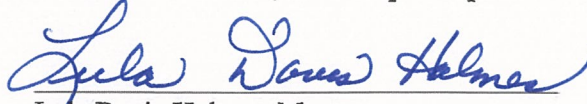
to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[Signatures on the following page.]

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

CITY:

CITY OF CARSON, a municipal corporation

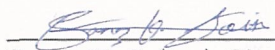

Lula Davis-Holmes, Mayor

ATTEST:


Dr. Khaleah K. Bradshaw, City Clerk

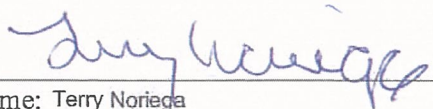
APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

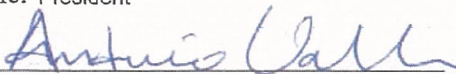



Sunny K. Soltani, City Attorney
[rjl]

CONSULTANT:

MARIPOSA LANDSCAPES INC., a California corporation

By: 
Name: Terry Noriega
Title: President

By: 
Name: Antonio Valenzuela
Title: Secretary

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. 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 Los Angeles

On 8-2-2023 before me, Brandon James Williamson, Notary Public
(insert name and title of the officer)

personally appeared Terry Noriega & Antonio Valenzuela
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.

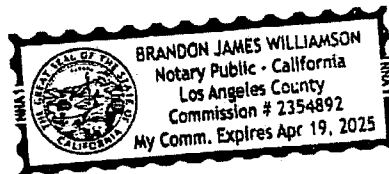
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2023 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)
- ☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

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

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2023 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
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TITLE(S)
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SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"
SCOPE OF SERVICES

I. Consultant will perform complete median landscaping maintenance and management services south of the 405 Freeway (the "Services") in the manner described herein.

1. GENERAL

The work to be performed by Contractor shall include professional landscape management for City medians with Contractor to furnish all labor, material, and equipment necessary for the provision of the landscape and associated maintenance services as set forth in this Agreement.

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 Scope of Services and the actual conditions revealed during the examination of the locations of the proposed work.

3. TURF CARE

The Contractor shall perform, at its 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 any one 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 provide 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). Weedeaters/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 occur annually by removing 1½-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 needed as detailed in this Scope of Services. 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

The Contractor shall perform the following services:

(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 will provide written notice ("punch list") to the Contractor to correct the deficiencies within specified time frames. Said specified time frames shall be reasonable, as determined by the City, in order to correct the specified deficiencies. Should the

Contractor fail to correct deficiencies within said time frames, the City may contract the work or may perform the work utilizing City employees and contract labor. The cost for corrective measures will be deducted and forfeited from the payments to the Contractor by the City. This action shall not be construed as a penalty but as an adjustment of payment to the Contractor for the purpose of recovering the costs incurred by the City due to the failure of the Contractor to comply with the provision of this contract. Should it become necessary for the City to provide personnel to assist or complete a task as per this maintenance contract, the Contractor will be billed for all costs, plus a 30% administrative fee.

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.

Project Locations

Service Area A: Medians South of the 405 Freeway					
No.	Location	From	To	Approx. Length (Miles)	Total Area (Sq Ft)
1A	223 rd St. Medians	Wilmington Ave	Avalon Blvd	0.863	30,805.07
2A	Alameda St. Medians	Del Amo Blvd.	Sepulveda Blvd.	1.9	112,250.59
3A	Avalon Blvd. South Medians	Sepulveda Blvd	Del Amo Blvd	2.7	100,083.44
4A	Carson Street Medians & Pkwys.	Figueroa St	405 South	1.436	56,038.55
5A	Del Amo Blvd. Medians	Wilmington Ave	Figueroa St	2.75	135,211.99
6A	Figueroa Service Medians	Carriagedale Dr	228 th St Westside & Eastside	1.667	97,755.99
7A	Figueroa St. North Medians	Victoria St	Carson St	2.03	79,623.50
8A	Figueroa St. South Medians	234 th St.	Carson St.	1.1	47,800.87
9A	Lomita Service Median	Fries Ave	Island Ave	0.07	4280.74

10A	Main St. North Medians	Alondra Blvd	223 rd St	2.28	101,365.89
11A	Main St. South Medians	Lomita Blvd	223 rd St	1.42	63,906.06
12A	McHelen Service Medians (on 223)	Salmon Ave	McHelen Ave	0.089	2973.67
13A	Sepulveda Blvd. Medians	110 Fwy	Alameda St	2.547	131,057.69
14A	Wilmington Ave. Medians	Victoria St	Lomita Blvd	3.82	186,576.08

Service Area A: Special Locations South of the 405 Freeway					
No.	Location	From	To	Approx. Length (Miles)	Total Area (Sq Ft)
15A	2 Parkways on 223 rd St	Cluff St	Lucerne St	To be accessed by contractor	To be accessed by contractor
16A	2 Parkways on Figueroa	234 th St	234 th St	To be accessed by contractor	To be accessed by contractor
17A	Dedication Mini- Park on Main St	223 rd St	225 th St	To be accessed by contractor	To be accessed by contractor
18A	Embankment Slope parallel to Sepulveda Blvd	Wilmington Ave	Marathon Way/Phillips 66 St.	To be accessed by contractor	To be accessed by contractor

19A	Parkway Main St	228 th St	235 th St	To be accessed by contractor	To be accessed by contractor
20A	Parkway on Alameda St. (West side of the St.)	223 rd St underpass (under the bridge)	405 North Entrance	To be accessed by contractor	To be accessed by contractor
21A	Parkway on Caroldale Ave at 235 th St			To be accessed by contractor	To be accessed by contractor
22A	Parkway on Figueroa St.	230 th St	Galavan St	To be accessed by contractor	To be accessed by contractor
23A	Parkway on Lomita Blvd	Island Ave	Fries Ave	To be accessed by contractor	To be accessed by contractor
24A	Parkway on Main St.	225 th St	228 th St	To be accessed by contractor	To be accessed by contractor
25A	Parkway parallel to transition road	Alameda St	Sepulveda Blvd	To be accessed by contractor	To be accessed by contractor
26A	Parkway/Easement 100ft West of 405 South (South of Carson St.)			To be accessed by contractor	To be accessed by contractor
27A	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

28A	Service Median on 223 rd St	Anchor Ave	Catskill Ave	To be accessed by contractor	To be accessed by contractor
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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. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City appraised of the status of performance by delivering the following status reports:

A. Weekly detailed landscaping maintenance report to 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. Luis Valenzuela, Landscape Maintenance Division Manager

B. Craig Johnson, Area Manager

C. Julio Ayala, Maintenance Account Manager

EXHIBIT "B"

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

(new text shown in ***bold italics***, deleted text in ~~strike~~through)

I. A new Section 1.5 (Compliance with Labor and Wage Laws) is hereby added to the Agreement to read in its entirety as follows:

"1.5 Compliance with Labor and Wage Laws.

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

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

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

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

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

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

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

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

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

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

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

(j) Consultant's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Consultant shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Consultant shall be

required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Consultant shall diligently take corrective action to halt or rectify any such failure by any subcontractor."

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

"3.4 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding ~~three-one~~(31) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D"). *The City may, at its sole discretion, elect to extend the Term by two (2) additional one-year terms (each, an "Extension Term"). The not to exceed compensation for Services performed during each Extension Term shall be consistent with the annual prices listed in Exhibit "C."*"

EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. Consultant shall perform the Services at the following locations and rates:

Service Area A: Medians South of the 405 Freeway					
No.	Location	From	To	Monthly Price	Annual Price
1A	223 rd St. Medians	Wilmington Ave	Avalon Blvd	\$1,070.00	\$12,840.00
2A	Alameda St. Medians	Del Amo Blvd.	Sepulveda Blvd.	\$1,108.00	\$13,272.00
3A	Avalon Blvd. South Medians	Sepulveda Blvd	Del Amo Blvd	\$465.00	\$5,580.00
4A	Carson Street Medians & Pkwys.	Figueroa St	405 South	\$3,056.00	\$36,672.00
5A	Del Amo Blvd. Medians	Wilmington Ave	Figueroa St	\$839.00	\$10,068.00
6A	Figueroa Service Medians	Carriagedale Dr	228 th St Westside & Eastside	\$2,291.00	\$27,492.00
7A	Figueroa St. North Medians	Victoria St	Carson St	\$1,068.00	\$12,792.00
8A	Figueroa St. South Medians	234 th St.	Carson St.	\$1,270.00	\$15,240.00
9A	Lomita Service Median	Fries Ave	Island Ave	\$44.00	\$528.00
10A	Main St. North Medians	Alondra Blvd	223 rd St	\$634.00	\$7,608.00
11A	Main St. South Medians	Lomita Blvd	223 rd St	\$1,637.00	\$19,644.00

12A	McHelen Service Medians (on 223)	Salmon Ave	McHelen Ave	\$107.00	\$1,284.00
13A	Sepulveda Blvd. Medians	110 Fwy	Alameda St	\$1,794.00	\$21,528.00
14A	Wilmington Ave. Medians	Victoria St	Lomita Blvd	\$1,465.00	\$17,580.00
Totals for lines 1A through 14A				\$16,844.00	\$202,128.00

Service Area A: Special Locations South of the 405 Freeway					
No.	Location	From	To	Monthly Price	Annual Price
15A	2 Parkways on 223 rd St	Cluff St	Lucerne St	\$405.00	\$4,860.00
16A	2 Parkways on Figueroa	234 th St	234 th St	\$1,257.00	\$15,084.00
17A	Dedication Mini- Park on Main St	223 rd St	225 th St	\$152.00	\$1,824.00
18A	Embankment Slope parallel to Sepulveda Blvd	Wilmington Ave	Marathon Way/Phillips 66 St.	\$873.00	\$10,476.00
19A	Parkway Main St	228 th St	235 th St	\$162.00	\$1,944.00
20A	Parkway on Alameda St. (West side of the St.)	223 rd St underpass (under the bridge)	405 North Entrance	\$1,428.00	\$17,136.00
21A	Parkway on Caroldale Ave at 235 th St			\$44.00	\$528.00
22A	Parkway on Figueroa St.	230 th St	Galavan St	\$207.00	\$2,484.00

23A	Parkway on Lomita Blvd	Island Ave	Fries Ave	\$44.00	\$528.00
24A	Parkway on Main St	225 th St	228 th St	\$44.00	\$528.00
25A	Parkway parallel to transition road	Alameda St	Sepulveda Blvd	\$1,528.00	\$18,336.00
26A	Parkway/Easement 100ft West of 405 South (South of Carson St.)			\$87.00	\$1,044.00
27A	Parkways on North & South side of Sepulveda Blvd (South is Tree wells only)	Wilmington Ave	Marathon Way/Phillips 66 St.	\$855.00	\$7,880.00
28A	Service Median on 223 rd St	Anchor Ave	Catskill Ave	\$306.00	\$3,672.00
Totals for lines 15A through 28A				\$7,192.00	\$86,304.00

EXTRA WORK PRICING SCHEDULE

To be paid on a time and materials basis

LABOR:	COST PER HOUR
Foreman/Crew Leader	\$ <u>65.00</u>
Holidays and Weekends	\$ <u>113.75</u>
Worker/Labor	\$ <u>47.00</u>
Holidays and Weekends	\$ <u>82.25</u>
Irrigation Specialist	\$ <u>77.00</u>
Holidays and Weekends	\$ <u>134.75</u>
Additional employee classification : Tree Trimmer	\$ <u>90.00</u>
Holidays and Weekends	\$ <u>157.50</u>
LABOR - PLANTING PER CONTAINER:	COST PER UNIT
Flat	\$ <u>45.00</u>
1-Gallon	\$ <u>17.00</u>
5-Gallon	\$ <u>40.00</u>
15-Gallon	\$ <u>120.00</u>
24" Box	\$ <u>525.00</u>
EQUIPMENT:	COST PER HOUR
Pickup Truck	\$ <u>10.00</u>
Flatbed Truck	\$ <u>13.00</u>
5 Yard Dump Truck	\$ <u>16.00</u>
Trencher	\$ <u>26.00</u>
Mini Excavator	\$ <u>85.00</u>

PRICE SCHEDULE - INSTALLATION OF NEW IRRIGATION

Drip Irrigation (per in. ft.)	\$ 2.00
Sch 40 1/2" PVC (per in. ft.)	\$ 4.75
Sch 40 1" PVC (per in. ft.)	\$ 5.00
Sch 80 1/2" PVC (per in. ft.)	\$ 5.00
Sch 80 1" PVC (per in. ft.)	\$ 5.50

PRICE SCHEDULE - NEWLY DEVELOPED AREAS

Maintenance of additional landscape in medians (per sq. ft.)	\$ 0.04
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- II. A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services.

Not applicable.

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

- A. Line items for all the work performed, the number of hours worked, and the hourly rate.
- B. Line items for all materials and equipment properly charged to the Services.
- C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
- D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

- IV. The total compensation for the Services shall not exceed \$865,296, 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 Minimum Frequency Schedule set out in Exhibit "A" Section I.

III. Consultant shall deliver the following tangible work products to the City by the following dates.

Weekly detailed landscaping maintenance report to the Contract Officer.

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/03/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060	CONTACT NAME: CLIENT CONTACT CENTER	
	PHONE (A/C, No, Ext): 888-333-4949	FAX (A/C, No): 507-446-4664
E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM		
INSURERS AFFORDING COVERAGE		
INSURER A: FEDERATED SERVICE INSURANCE COMPANY		
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES CERTIFICATE NUMBER: 509 REVISION NUMBER: 1

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

INSR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
LTB		INSR	WVD		(MM/DD/YYYY)	(MM/DD/YYYY)	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	6069499	04/01/2023	04/01/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) EXCLUDED PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS & COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	Y	6069499	04/01/2023	04/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per Person) BODILY INJURY (Per Accident) PROPERTY DAMAGE (Per Accident)
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION	N	N	6069500	04/01/2023	04/01/2024	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTHER E.L. EACH ACCIDENT E.L. DISEASE EA EMPLOYEE E.L. DISEASE - POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
SEE ATTACHED PAGE

CERTIFICATE HOLDER

171-235-5
CITY OF CARSON
701 E CARSON ST
CARSON, CA 90745-2224Insurance Approved
DJ
08/03/23

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



AGENCY CUSTOMER ID: 171-235-5

LOC #:

ADDITIONAL REMARKS SCHEDULEPage 1 of 1

AGENCY FEDERATED MUTUAL INSURANCE COMPANY		NAMED INSURED MARIPOSA LANDSCAPES INC 6232 SANTOS DIAZ ST IRVINDALE, CA 91702-3267	
POLICY NUMBER SEE CERTIFICATE # 509.1			
CARRIER SEE CERTIFICATE # 509.1	NAIC CODE	EFFECTIVE DATE: SEE CERTIFICATE # 509.1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

ADDITIONAL INSURED ALSO INCLUDES CITY OF CARSON, ITS OFFICERS, EMPLOYEES OR AGENTS. THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED BY CONTRACT ENDORSEMENT FOR BUSINESS AUTO LIABILITY.

INSURANCE PROVIDED BY THE GENERAL LIABILITY COVERAGE IS PRIMARY AND NONCONTRIBUTORY OVER OTHER INSURANCE. THE GENERAL LIABILITY COVERAGE CONTAINS A WAIVER OF SUBROGATION IN FAVOR OF THE CERTIFICATEHOLDER SUBJECT TO THE CONDITIONS OF THE WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US ENDORSEMENT.

BUSINESS AUTO LIABILITY CONTAINS A WAIVER OF SUBROGATION IN FAVOR OF THE CERTIFICATE HOLDER SUBJECT TO THE CONDITIONS OF THE BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY ENDORSEMENT.

FOR REASONS OTHER THAN NON-PAYMENT OF PREMIUM, ___ DAYS NOTICE WILL BE PROVIDED TO THE CERTIFICATE HOLDER IN THE EVENT THAT THE ISSUING COMPANY CANCELS THE POLICY BEFORE THE EXPIRATION DATE OF THE POLICY.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED BY CONTRACT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A. WHO IS AN INSURED for "bodily injury" and "property damage" liability is amended to include:
Any person or organization other than a joint venture, for which you have agreed by written contract to procure bodily injury or property damage "auto" liability insurance arising out of operation of a covered "auto" with your permission. However, this additional insurance does not apply to:
- (1) The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.
 - (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
 - (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
 - (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
 - (5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.
- B. The coverage extended to any additional insured by this endorsement is limited to, and subject to all terms, conditions, and exclusions of the Coverage Part to which this endorsement is attached.
- In addition, coverage shall not exceed the terms and conditions that are required by the terms of the written agreement to add any insured, or to procure insurance.
- C. The limits of insurance applicable to such insurance shall be the lesser of the limits required by the agreement between the parties, or the limits provided by this policy.
- D. Additional exclusions. The insurance afforded to any person or organization as an insured under this endorsement does not apply:
1. To "loss" which occurs prior to the date of your contract with such person or organization;
 2. To "loss" arising out of the sole negligence of any person or organization that would not be an insured except for this endorsement.
 3. To "loss" for any leased or rented "auto" when the lessor or his or her agent takes possession of the leased or rented "auto" or the policy period ends, whichever occurs first.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

In the event of any payment for a loss under this Business Auto Coverage Part arising out of your ongoing operations, we agree to waive our rights under the TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US condition against any person or organization, its subsidiaries, directors, agents or employees, for which you have agreed by written contract, prior to the occurrence of any loss, to waive such rights, except when the payment results from the sole negligence of that person or organization, its subsidiaries, directors, agents or employees.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY -
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

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

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

Primary And Noncontributory Insurance

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

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - STATE OR GOVERNMENTAL
AGENCY OR SUBDIVISION OR POLITICAL
SUBDIVISION - PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

City of Carson
701 E Carson St
Carson, CA 90745-2224

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 any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

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

2. This insurance does not apply to:

- a. "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

- 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.

Insured:

Mariposa Landscapes Inc
6232 Santos Diaz St
Irwindale, CA 91702-3267

Project or Reference:

See IL-F-40-00104

IL-F-40-00104 Extension Endorsement

Any coverage provided by this endorsement applies only to performing landscape and irrigation maintenance on medians and parkways for the City of Carson. Waiver also applies to: City of Carson, its officers, employees or agents

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

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:

City of Carson
701 E Carson St
Carson, CA 90745-2224

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV - Conditions:

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

DESCRIPTION OF INTEREST IF APPLICABLE:

Any coverage provided by this endorsement applies only to performing landscape and irrigation maintenance on medians and parkways for the City of Carson. Waiver also applies to: City of Carson, its officers, employees or agents



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/2/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Venbrook Insurance Services 6320 Canoga Avenue, 12th Floor Woodland Hills, CA 91367 www.venbrook.com CA Lic No. 0D80832	CONTACT NAME: Windy West PHONE (A/C No. Ext): 818-598-8941 FAX (A/C No.): E-MAIL ADDRESS: WWest@venbrook.com INSURER(S) AFFORDING COVERAGE INSURER A: Alaska National Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 38733
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COVERAGES**CERTIFICATE NUMBER:** 75606879**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N Y N/A		✓	23D WS 12057	4/1/2023	4/1/2024	✓ PER STATUTE ☐ OTH-ER ☐ E.I. EACH ACCIDENT \$1,000,000 E.I. DISEASE - EA EMPLOYEE \$1,000,000 E.I. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: SDRM Oceanside #21-7013
Waiver of Subrogation applies to Workers' Compensation.
*10 Days Notice of Cancellation for Non-Payment of Premium, 30 Days All Other.

CERTIFICATE HOLDER**CANCELLATION**

City of Carson 701 E Carson Carson CA 90745	Insurance Approved DJ 08/03/23	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 Windy West

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ACORD 25 (2016/03)

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE**Person or Organization****Job Description**

Blanket waiver:

Any persons or organizations for whom the Insured, has agreed by written contract, to furnish this waiver.

This endorsement changes the policy to which it is attached and, unless otherwise stated, is effective on the date issued at 12:01 A.M. standard time at your mailing address shown in the policy. **The information below is required only when this endorsement is issued subsequent to commencement of the policy.**

Endorsement Effective 04/01/2023

Policy No. 23D WS 12057

Insured Mariposa Landscapes, Inc.

Endorsement No. 6

Countersigned By Marc E. Schmittlein

**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 MARIPOSA LANDSCAPES INC., a California corporation (“Consultant” or “Contractor”) is entered into effective as of the **day of July, 2026**. City and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

A. City and Consultant entered into that certain Agreement for Contract Services dated August 8, 2023 (“Agreement”), whereby Consultant agreed to perform median landscaping maintenance and management services for a not-to-exceed Contract Sum of \$865,296.00 for the Term spanning from August 8, 2023 to August 7, 2026, with two optional one (1) year extension periods at a not to exceed compensation of \$288,432.00 for each extension period.

B. Due to the substandard condition of the City’s medians at the start of the contract, the City experienced an increased demand for landscape median maintain services. To meet this increased demand, the City requested extra work from the contractor as allowed in the agreement.

C. In order for the contractor to continue regular landscape median maintenance and management services through the end of the contract term, the City must increase the Contract Sum by an additional \$86,349.00.

D. City and Contractor now desire to amend the Agreement to increase the Contract Sum from \$865,296.00 to \$951,645.00.

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 this Agreement is hereby amended to read in its entirety as follows:

“2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the “Schedule of Compensation” attached hereto as

Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed ~~Eight Hundred Sixty Five Thousand Two Hundred Ninety Six Dollars and Zero Cents (\$865,296.00)~~ ***Nine Hundred Fifty One Thousand Six Hundred Forty-Five Dollars and Zero Cents (\$951,645.00)*** (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8."

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 ***\$951,645.00*** ~~\$865,296.00~~ as provided in Section 2.1 of this Agreement."

4. Continuing Effect of Agreement. Except as amended by Amendment No. 1, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 1, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment No. 1 to the Agreement.

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

CONSULTANT:

MARIPOSA LANDSCAPES INC, a California corporation

By: _____
Name: Terry Noriega
Title: President

By: _____
Name: Antonio Valenzuela
Title: Secretary

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



Report to Honorable Mayor and City Council

Tuesday, July 7, 2026, 5:00 PM

CONSENT 24.

To: Honorable Mayor and City Council

From: Dr. Arlington Rodgers, Director of Public Works PW Operations

Subject: CONSIDER APPROVAL OF AMENDMENT NO. 1 TO THE CONTRACT SERVICES AGREEMENT WITH SWAYZER CORPORATION FOR CONTINUED LANDSCAPE MEDIAN MAINTENANCE SERVICES THROUGH AUGUST 1, 2026, TO ENSURE SERVICE CONTINUITY PENDING COMPLETION OF THE CITY'S COMPETITIVE PROCUREMENT PROCESS AND AWARD OF A NEW LONG-TERM AGREEMENT (CITY COUNCIL)

I. SUMMARY

The Public Works Department is currently conducting a competitive procurement process to establish new citywide landscape median maintenance contracts. An Invitation for Bids (IFB), which is the formal process used by the City to solicit competitive pricing and services from qualified contractors, has been released and is being administered in coordination with the Purchasing Division. Staff anticipates completing the bidding process this month and returning to the City Council on either July 21, 2026, or August 4, 2026, with a recommendation to award new contracts. As part of this procurement effort, the Public Works Operations and Maintenance Division has identified several operational improvements intended to enhance service levels, improve contractor accountability, address deficiencies experienced under previous agreements, and improve overall vendor performance.

Most notably, the new IFB has been structured to maximize efficiency and improve service delivery throughout the City. Under the proposed approach, the City's landscaped medians will be divided into four service quadrants of approximately equal size, rather than the current two-area configuration. This revised service model is expected to improve contractor accountability, simplify performance monitoring, reduce the risk of service disruptions, and provide the City with greater flexibility to tailor maintenance activities to the specific needs of individual neighborhoods and service areas.

During this interim period, while the City completes the competitive procurement process and transitions to new contracts, staff recommends that the City Council approve the proposed Amendment No. 1 to the existing Contract Services Agreement with Swayzer Corporation for continued landscape median maintenance services. The proposed amendment would increase the contract amount by \$51,712 resulting in a revised total not-to-exceed contract amount of \$768,472 for the initial three-year term, which expires on August 1, 2026. Approval of the proposed amendment will ensure that routine landscape maintenance services continue without interruption through the expiration of the current agreement. The additional funding has been budgeted and is necessary to cover anticipated maintenance costs and contractor invoices through the end of the contract term. Maintaining uninterrupted service during this transition period is important to preserve the appearance of the City's landscaped corridors, maintain safe sight visibility for motorists and pedestrians, and prevent landscape conditions from deteriorating while new long-term contracts are being finalized.

II. RECOMMENDATION

TAKE the following actions:

1. APPROVE the proposed Amendment No. 1 to the Contract Services Agreement with Swayzer Corporation for continued landscape median maintenance services through August 1, 2026, increasing the contract amount by \$51,712, for a revised total not-to-exceed contract amount of \$768,472, thereby providing sufficient funding to complete the initial three-year term of the Agreement; and,
2. AUTHORIZE the Mayor to execute the proposed Amendment No. 1 to the Agreement with Swayzer Corporation, in a form approved by the City Attorney.

III. ALTERNATIVES

1. DO NOT APPROVE the proposed Amendment No. 1 to the Contract Services Agreement with Swayzer Corporation for continued landscape median maintenance services through August 1, 2026.
2. TAKE another action the City Council deems appropriate, and consistent with the requirements of the law.

IV. BACKGROUND

The City maintains and is responsible for more than 20 miles of landscaped medians, parkways, and embankments throughout the community. These landscaped areas play an important role in maintaining the City's appearance, enhancing neighborhood aesthetics, and promoting public safety by preserving visibility for motorists and pedestrians. Following the expiration of the City's previous median maintenance contract and the unusually high rainfall experienced in 2023, many landscaped medians experienced significant weed growth and deterioration, resulting in conditions that fell below the City's maintenance standards. The resulting overgrowth generated numerous resident concerns regarding aesthetics, visibility, and overall public safety.

As staff prepared the Invitation for Bids (IFB) for new landscape maintenance services in 2023, it was determined at that time that dividing the City's median system into two separate service areas would provide a more effective and efficient approach to restoring and maintaining landscape conditions. This strategy allowed multiple contractors to perform work concurrently, accelerating citywide improvements and increasing the City's ability to respond to ongoing maintenance needs. Accordingly, the service areas were established as follows: Area A, consisting of medians located south of Interstate 405 (I-405), and Area B, consisting of medians located north of I-405.

On June 15, 2023, the City issued said IFB No. 23-11 for Area A and IFB No. 23-12 for Area B to solicit competitive bids for landscape median maintenance services. Contractors interested in servicing both areas were permitted to submit proposals for each service area, provided they demonstrated sufficient staffing, equipment, and operational capacity to maintain both areas simultaneously. In accordance with Carson Municipal Code Section 2800, public notice of the bidding opportunity was posted on the City's website, displayed at designated public notice locations, and published in a local newspaper. Bid submissions were due on July 6, 2023. At its July 18, 2023, meeting, the City Council awarded a three-year contract to Swayzer Corporation for landscape median maintenance services within Area B in an amount not to exceed \$716,760, with an option for the City to extend the agreement for up to two additional one-year terms. Due to the poor condition of the landscaped medians at the commencement of the contract, substantially more restoration work than originally anticipated was required during the first and second years of the agreement. This additional work included extensive weed abatement, vegetation restoration, irrigation repairs, and enhanced maintenance activities necessary to restore the medians to the visual, operational, and safety standards expected by the City.

The agreement is currently in the third and final year of its initial term. However, because of the significant restoration efforts required during the first two years of the contract, the remaining contract balance is insufficient to fund routine maintenance services through the expiration date of August 1, 2026. Accordingly, staff is requesting that the City Council approve the proposed Amendment No. 1 to the Contract Services Agreement with Swayzer Corporation, increasing the contract amount by \$51,712 for a revised total not-to-exceed amount of \$768,472. The additional funding will allow the contractor to continue providing uninterrupted landscape maintenance services through the conclusion of the current contract term. Staff is not recommending an extension of the contract term.

In parallel, the Public Works Department is actively procuring new citywide landscape median maintenance contracts. A new Invitation for Bids is currently being finalized in coordination with the Purchasing Division to ensure that future contracts maximize operational efficiency, improve service quality, and strengthen contractor accountability. Staff anticipates completing the procurement process this month and returning to City Council on either July 21, 2026, or August 4, 2026, with recommendations for contract award. As part of this effort, the Public Works Operations and Maintenance Division has identified several operational improvements intended to enhance service levels, address deficiencies experienced under prior contracts, and improve overall contractor performance. Most notably, the forthcoming IFB proposes dividing the City into four service quadrants of approximately equal landscape area, rather than the current two-area configuration. This revised approach is expected to improve contractor accountability, simplify performance monitoring, reduce the likelihood of service disruptions, and provide the City with greater flexibility to tailor maintenance activities to the specific needs of individual neighborhoods and service areas. Ultimately, these changes are intended to improve the reliability, quality, and responsiveness of landscape maintenance services citywide.

V. FISCAL IMPACT

In July 2023, the City entered into a Contract Services Agreement with Swayzer Corporation for landscape median maintenance services in an amount not to exceed \$716,760.00. The agreement included an initial three-year term, with the option, at the City's sole discretion, to extend the contract for up to two additional one-year terms. Staff is requesting City Council approval of the proposed Amendment No. 1 to the existing agreement to provide additional funding necessary to continue uninterrupted landscape maintenance services through the expiration of the current contract term on August 1, 2026. If approved, the proposed Amendment No. 1 will increase the contract amount by \$51,712.00, resulting in a revised total not-to-exceed contract amount of \$768,472.00. A portion of the requested funding will be used to pay contractor invoices for services provided during May and June of Fiscal Year 2025-2026. The remaining funds will be used to pay for services provided during July 2026 and through the conclusion of the contract term, utilizing appropriations included in the Fiscal Year 2026-2027 adopted budget.

Sufficient funding for the proposed amendment is available and has been budgeted within the Medians Professional Services account (Account No. 101-80-840-108-6004) in both the Fiscal Year 2025-2026 and Fiscal Year 2026-2027 adopted budgets. Therefore, approval of the proposed amendment will not require any additional budget appropriation. The amendment will ensure continuity of landscape maintenance services, preserve the appearance and safety of the City's landscaped corridors, and prevent service disruptions while the City completes its ongoing procurement process for new long-term median maintenance contracts.

VI. EXHIBITS

1. Swayzer Corporation Original Contract
2. Proposed Swayzer Corporation Amendment 1

Attachments

[Exhibit 1. Swayzer Corporation Original Contract](#)

[Exhibit 2. Swayzer Amendment 1](#)

**AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF CARSON AND
SWAYZER CORPORATION**

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 2nd day of August, 2023 by and between the CITY OF CARSON, a California municipal corporation ("City") and SWAYZER CORPORATION, a California corporation ("Consultant" or "Contractor"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, the Consultant shall perform the work or services set forth in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by reference. Consultant warrants that it has the experience and ability to perform all work and services required hereunder and that it shall diligently perform such work and services in a professional and satisfactory manner.

1.2 Compliance With Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency of competent jurisdiction.

1.3 Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by the Agreement.

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

2. COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but not exceeding the maximum contract amount of **Seven Hundred Sixteen Thousand Seven Hundred Sixty Dollars and Zero Cents (\$716,760.00)** ("Contract Sum"). In the event City elects to exercise its options to extend the Term pursuant to Section 3.4 hereof, the Contract Sum will increase by an annual amount of \$238,920.00 for each Extension Term, consistent with Exhibit "C."

2.2 Invoices. Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's

Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and subcontractor contracts. Subcontractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

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

2.3 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum but not exceeding a total contract amount of Five Thousand Dollars (\$5,000) or in the time to perform of up to ninety (90) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

3. PERFORMANCE SCHEDULE

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

3.2 Schedule of Performance. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding thirty (30) days cumulatively.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the

Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

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

4. COORDINATION OF WORK

4.1 Representative of Consultant. Samuel Swayzer, President, and Ezekiel Swayzer, CFO, are hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work and services specified herein and make all decisions in connection therewith. All personnel of Consultant and any authorized agents shall be under the exclusive direction of the representative of Consultant. Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, and shall keep City informed of any changes.

4.2 Contract Officer. Freddy Loza, LBM Superintendent, or such person as may be designated by the City Manager is hereby designated as being the representative the City authorized to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith ("Contract Officer").

4.3 Prohibition Against Subcontracting or Assignment. Consultant shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Any such prohibited assignment or transfer shall be void.

4.4 Independent Consultant. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth. Consultant shall perform all services required herein as an independent contractor of City with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City, or that it is a member of a joint enterprise with City.

5. INSURANCE AND INDEMNIFICATION

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

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

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

(c) Automotive Insurance (Coverage Form ISO CA 00 01 including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than \$1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

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

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

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

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

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and

contribution it may have against the City, its officers, employees and agents and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsement to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

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

5.3 Indemnification. To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, except claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records. Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services and shall keep such records for a period of three years following completion of the services hereunder. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records.

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

6.3 Confidentiality and Release of Information.

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

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

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

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

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

7. ENFORCEMENT OF AGREEMENT AND TERMINATION

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

State of California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

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

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

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

7.4 Termination Prior to Expiration of Term. This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder, but not exceeding the compensation provided therefore in the Schedule of Compensation Exhibit "C". In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

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

8. MISCELLANEOUS

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

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

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

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

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

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

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

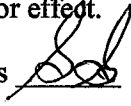
8.8 Interpretation.

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

8.9 Counterparts.

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

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

Consultant's Authorized Initials 

8.11 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized

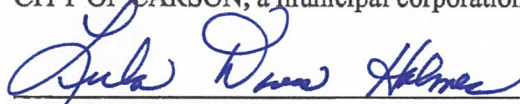
to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[Signatures on the following page.]

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

CITY:

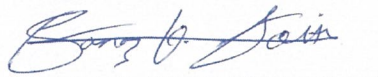
CITY OF CARSON, a municipal corporation


Lula Davis-Holmes, Mayor

ATTEST:


Dr. Khaleah K. Bradshaw, City Clerk

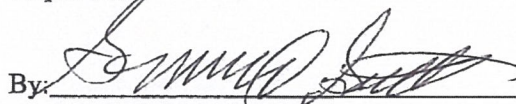
APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

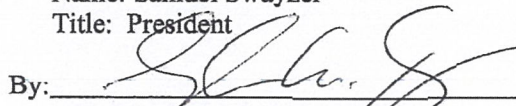

Sunny K. Soltani, City Attorney
[rjl]



CONSULTANT:

SWAYZER CORPORATION, a California corporation

By: 
Name: Samuel Swayzer
Title: President

By: 
Name: Ezekiel Swayzer
Title: Chief Financial Officer

Address: 1665 E. Del Amo Blvd.
Carson, CA 90746

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

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

CITY:

CITY OF CARSON, a municipal corporation

Lula Davis-Holmes, Mayor

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[rjl]

CONSULTANT:

SWAYZER CORPORATION, a California corporation

By: _____

Name: Samuel Swayzer

Title: President

By: _____

Name: Ezekiel Swayzer

Title: Chief Financial Officer

Address: 1665 E. Del Amo Blvd.
Carson, CA 90746

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

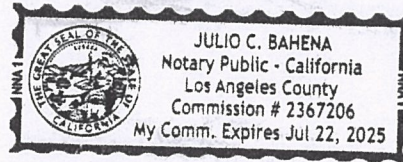
COUNTY OF LOS ANGELES

On July 20, 2023 before me, Julio C. Bahena, *Notary Public*, personally appeared Samuel Swayzer, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____



OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☒ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)
- ☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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STATE OF CALIFORNIA

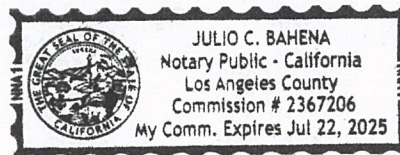
COUNTY OF LOS ANGELES

On July 20, 2023 before me, Julio C. Bahena, *Notary Public,* personally appeared Ezekiel Swayzer 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: *[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

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INDIVIDUAL
CORPORATE OFFICER

TITLE(S)

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☐

PARTNER(S) ☐ LIMITED
GENERAL

☐
☐

ATTORNEY-IN-FACT
TRUSTEE(S)

☐
☐

GUARDIAN/CONSERVATOR

☐

OTHER

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SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"
SCOPE OF SERVICES

I. Consultant will perform complete median landscaping maintenance and management services north of the 405 Freeway (the "Services") in the manner described herein.

1. GENERAL

The work to be performed by Contractor shall include professional landscape management for City medians with Contractor to furnish all labor, material, and equipment necessary for the provision of the landscape and associated maintenance services as set forth in this Agreement.

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 Scope of Services and the actual conditions revealed during the examination of the locations of the proposed work.

3. TURF CARE

The Contractor shall perform, at its 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 any one 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 provide 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). Weedeaters/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 occur 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 needed as detailed in this Scope of Services. 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

The Contractor shall perform the following services:

(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 will provide written notice ("punch list") to the Contractor to correct the deficiencies within specified time frames. Said specified time frames shall be reasonable, as determined by the City, in order to correct the specified deficiencies. Should the

Contractor fail to correct deficiencies within said time frames, the City may contract the work or may perform the work utilizing City employees and contract labor. The cost for corrective measures will be deducted and forfeited from the payments to the Contractor by the City. This action shall not be construed as a penalty but as an adjustment of payment to the Contractor for the purpose of recovering the costs incurred by the City due to the failure of the Contractor to comply with the provision of this contract. Should it become necessary for the City to provide personnel to assist or complete a task as per this maintenance contract, the Contractor will be billed for all costs, plus a 30% administrative fee.

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.

Project Locations

Service Area B: Medians North of the 405 Freeway					
No.	Location	From	To	Approx. Length (Miles)	Total Area (Sq Ft)
1B	Alameda St. Medians	Del Amo Blvd.	Sepulveda Blvd.	1.9	112,250.59
2B	Albertoni Median	Figueroa St	Broadway	0.116	6,147.84
3B	Avalon Blvd. North Medians	Del Amo Blvd	Alondra Blvd	2.63	292,032.05
4B	Avalon Blvd. South Medians	Sepulveda Blvd	Del Amo Blvd	2.7	100,083.44
5B	Bitterlake Service Medians	Lysander Dr	Scudder CT	0.4218	58,048.91
6B	Carson St. Medians	405 South	Wilmington Ave	0.75	33,665.69
7B	Central Ave. Medians	91 Fwy	Del Amo Blvd	1.7	59,740.50
8B	Del Amo Blvd. Medians	Wilmington Ave	Figueroa St	2.75	135,211.99
9B	Dominguez St. Medians	Avalon Blvd	Leapwood Ave	0.0527	5,855.95
10B	Figueroa St. North Medians	Victoria St	Carson St	2.03	79,623.50
11B	Main St. North Medians	Alondra Blvd	223 rd St	2.28	101,365.89
12B	Santa Fe Ave. Medians	Carson St.	218 th Pl	0.0764	4,259.06

13B	University Dr. Medians	Avalon Blvd	Wilmington Ave	0.8174	39,681.85
14B	Victoria St. Medians	Figueroa St	Central Ave	1.224	55,482.67
15B	Walnut St. Medians	Avalon Blvd	Billings Dr	0.34	18,030.47
16B	Wilmington Ave. Medians	Victoria St	Lomita Blvd	3.82	186,576.08

Service Area B: Special Locations North of the 405 Freeway					
No.	Location	From	To	Approx. Length (Miles)	Total Area (Sq Ft)
17B	Embankment slope area (runs parallel to Carson St at North side of bridge)			To be accessed by contractor	To be accessed by contractor
18B	Embankment slope area just off Carson St & before bridge			To be accessed by contractor	To be accessed by contractor
19B	Embankment slope area on transition road	Carson St	Alameda St	To be accessed by contractor	To be accessed by contractor
20B	Embankment slope area on transition road	Del Amo Blvd	Alameda St	To be accessed by contractor	To be accessed by contractor

21B	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
22B	Parkways on Victoria St	Mettler Ave	Cairo Ave	To be accessed by contractor	To be accessed by contractor

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 within 24 hours

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

A. Weekly detailed landscaping maintenance report to 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. Ezekiel Swayzer, Project Manager**
- B. Elijah Swayzer III, Operations Manager**
- C. Luellen Swayzer, Director of Horticulture**
- D. Daniel Vengoechea, Health & Safety Manager**
- E. Manuel Santillan, Landscape Supervisor**
- F. Gabriel Ramos, Irrigation Systems Specialist**
- G. Julio Monchaca Orozco, Landscape Supervisor**
- H. Glenn Washington, Landscape Supervisor**
- I. Beachamp Lokeni, Crew Lead**
- J. Willie Habbery, Crew Lead**

EXHIBIT "B"

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

(new text shown in ***bold italics***, deleted text in ~~strikethrough~~)

I. A new Section 1.5 (Compliance with Labor and Wage Laws) is hereby added to the Agreement to read in its entirety as follows:

"1.5 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 or federal prevailing wage applicable to each laborer.

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

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

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

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

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

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

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

(j) Consultant's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Consultant shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Consultant shall be

required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Consultant shall diligently take corrective action to halt or rectify any such failure by any subcontractor."

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

"3.4 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding ~~three-one~~ (31) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D"). *The City may, at its sole discretion, elect to extend the Term by two (2) additional one-year terms (each, an "Extension Term"). The not to exceed compensation for Services performed during each Extension Term shall be consistent with the annual prices listed in Exhibit "C."*"

EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. Consultant shall perform the Services at the following locations and rates:

Service Area B: Medians North of the 405 Freeway					
No.	Location	From	To	Monthly Price	Annual Price
1B	Alameda St. Medians	Del Amo Blvd.	Sepulveda Blvd.	\$905.00	\$10,860.00
2B	Albertoni Median	Figueroa St	Broadway	\$905.00	\$10,860.00
3B	Avalon Blvd. North Medians	Del Amo Blvd	Alondra Blvd	\$905.00	\$10,860.00
4B	Avalon Blvd. South Medians	Sepulveda Blvd	Del Amo Blvd	\$905.00	\$10,860.00
5B	Bitterlake Service Medians	Lysander Dr	Scudder CT	\$905.00	\$10,860.00
6B	Carson St. Medians	405 South	Wilmington Ave	\$905.00	\$10,860.00
7B	Central Ave. Medians	91 Fwy	Del Amo Blvd	\$905.00	\$10,860.00
8B	Del Amo Blvd. Medians	Wilmington Ave	Figueroa St	\$905.00	\$10,860.00
9B	Dominguez St. Medians	Avalon Blvd	Leapwood Ave	\$905.00	\$10,860.00
10B	Figueroa St. North Medians	Victoria St	Carson St	\$905.00	\$10,860.00
11B	Main St. North Medians	Alondra Blvd	223 rd St	\$905.00	\$10,860.00
12B	Santa Fe Ave. Medians	Carson St.	218 th Pl	\$905.00	\$10,860.00
13B	University Dr. Medians	Avalon Blvd	Wilmington Ave	\$905.00	\$10,860.00

14B	Victoria St. Medians	Figueroa St	Central Ave	\$905.00	\$10,860.00
15B	Walnut St. Medians	Avalon Blvd	Billings Dr	\$905.00	\$10,860.00
16B	Wilmington Ave. Medians	Victoria St	Lomita Blvd	\$905.00	\$10,860.00
Totals for lines 1B through 16B				\$14,480.00	\$173,760.00

Service Area B: Special Locations North of the 405 Freeway					
No.	Location	From	To	Monthly Price	Annual Price
17B	Embankment slope area (runs parallel to Carson St at North side of bridge)			\$905.00	\$10,860. 00
18B	Embankment slope area just off Carson St & before bridge			\$905.00	\$10,860. 00
19B	Embankment slope area on transition road	Carson St	Alameda St	\$905.00	\$10,860. 00
20B	Embankment slope area on transition road	Del Amo Blvd	Alameda St	\$905.00	\$10,860. 00
21B	Parkways on Del Amo Blvd (North side of St.)	Tilman	East side of Del Amo Park (where Park begins)	\$905.00	\$10,860. 00
22B	Parkways on Victoria St	Mettler Ave	Cairo Ave	\$905.00	\$10,860. 00
Totals for lines 17B through 22B				\$5,430.00	\$65,160. 00

EXTRA WORK PRICING SCHEDULE

To be paid on a time and materials basis

LABOR:	COST PER HOUR
Foreman/Crew Leader	\$ 55.00
Holidays and Weekends	\$ 82.50
Worker/Labor	\$ 41.00
Holidays and Weekends	\$ 61.50
Irrigation Specialist	\$ 62.00
Holidays and Weekends	\$ 93.00
Additional employee classification Pest Control Operator	\$ 65.00
Holidays and Weekends	\$ 97.50
LABOR – PLANTING PER CONTAINER:	COST PER UNIT
Flat	\$ 40.00
1-Gallon	\$ 28.00
5-Gallon	\$ 95.00
15-Gallon	\$ 145.00
24" Box	\$ 375.00
EQUIPMENT:	COST PER HOUR
Pickup Truck	\$ 71.00
Flatbed Truck	\$ 180.00
5 Yard Dump Truck	\$ 235.00
Trencher	\$ 110.00
Mini Excavator	\$ 160.00

PRICE SCHEDULE – INSTALLATION OF NEW IRRIGATION

Drip irrigation (per ln. ft)	\$ 0.75
Sch 40 ¾" PVC (per ln. ft)	\$ 2.25
Sch 40 1" PVC (per ln. ft)	\$ 2.95
Sch 80 ¾" PVC (per ln. ft)	\$ 3.50
Sch 80 1" PVC (per ln. ft)	\$ 4.50

PRICE SCHEDULE - NEWLY DEVELOPED AREAS

Maintenance of additional landscape in medians (per sq. ft.)	\$ 0.045
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- II. A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services.

Not applicable.

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

- A. Line items for all the work performed, the number of hours worked, and the hourly rate.
- B. Line items for all materials and equipment properly charged to the Services.
- C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
- D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

- IV. The total compensation for the Services shall not exceed \$716,760.00, as provided in Section 2.1 of this Agreement.

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

I. Consultant shall perform all Services timely in accordance with the Minimum Frequency Schedule set out in Exhibit "A" Section I.

III. Consultant shall deliver the following tangible work products to the City by the following dates.

Weekly detailed landscaping maintenance report to the Contract Officer.

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/27/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Automatic Data Processing Insurance Agency, Inc. 1 Adp Boulevard Roseland NJ 07068	CONTACT NAME: Automatic Data Processing Insurance Agency, Inc. PHONE (A/C, No, Ext): 1-800-524-7024 FAX (A/C, No): E-MAIL ADDRESS:																					
INSURED Swayzer Corporation DBA: Swayzer Landscapes 1665 E Del Amo Blvd Carson CA 90746	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>NorGUARD Insurance Company</td><td>31470</td></tr><tr><td>INSURER B:</td><td></td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	NorGUARD Insurance Company	31470	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER F:																						

COVERAGES**CERTIFICATE NUMBER:** 3018772**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☒ Y N/A Y			SWWC466561	05/16/2023	05/16/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

This certificate has a blanket Waiver of Subrogation for the following state(s) :CA

CERTIFICATE HOLDER**CANCELLATION**

CITY OF CARSON 701 E. CARSON ST. PO Box 6234 Carson CA 90749	Insurance Approved DJ 07/25/23 CA 90749	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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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 1.02 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule**Person or Organization****Job Description**

Blanket Waiver - Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

All CA Operations

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 05/16/2023

Policy No. SWWC466561

Endorsement No. 0

Insured

Insurance Company NorGUARD Insurance Company

Swayzer Corporation

Countersigned By _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/27/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Wright, Finnegan & Carter Insurance Associates 23001 La Palma Ave, Ste 100 Yorba Linda, CA 92887 License #: 0k93616	CONTACT NAME: Dana Laessig PHONE (A/C, No, Ext): (714)283-1999 FAX (A/C, No): (714)283-1997 E-MAIL ADDRESS: DLaessig@wfcinsurance.com INSURER(S) AFFORDING COVERAGE INSURER A: Ohio Casualty Insurance Company 24074 INSURER B: West American Insurance Co. INSURER C: American Fire and Casualty Co 24066 INSURER D: Ohio Security Insurance Co INSURER E: INSURER F:
INSURED Swayzer's Inc DBA Swayzer Corporation, DBA: Swayzer's Landscapes PO Box 4365 Carson, CA 90749	NAIC # 24074 44393 24066 24082

COVERAGES**CERTIFICATE NUMBER: 00001634-1591304****REVISION NUMBER: 26**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ New Residential ☒ Exclusion GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	Y		BLO56694138	08/08/2023	08/08/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	Y		BAW56694138	12/01/2022	12/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coil \$ 500
C	☒ UMBRELLA LIAB ☐ EXCESS LIAB DED ☒ RETENTION \$ 10,000 ☒ OCCUR ☐ CLAIMS-MADE			USA56694138	08/08/2023	08/08/2024	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
D	Bus Pers Prop			BKS56694138	12/01/2022	12/01/2023	Limit 21,096
D	Equip Rent From			BKS56694138	12/01/2022	12/01/2023	Limit 25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CITY OF CARSON, ITS ELECTED AND APPOINTED OFFICERS, EMPLOYEES AND AGENTS ARE ADDITIONAL INSURED AND PRIMARY WORDING APPLIES PER THE BLANKET ADDITIONAL INSURED ENDORSEMENT ATTACHED TO THE POLICY - AS REQUIRED BY WRITTEN CONTRACT. ADDITIONAL INSURED APPLIES TO AUTO LIABILITY. 30 DAY WRITTEN NOTICE OF CANCELLATION WILL BE GIVEN TO THE CERTIFICATE HOLDER IN THE EVENT OF POLICY CANCELLATION.

CERTIFICATE HOLDER**CANCELLATION**

CITY OF CARSON
701 E. CARSON STREET
P.O. BOX 6234
CARSON, CA 90749

Insurance Approved
DJ
07/25/23

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

(DLL)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CALIFORNIA BUSINESS AUTO COVERAGE
ENHANCEMENT ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

If the policy to which this endorsement is attached also contains a Business Auto Coverage Enhancement Endorsement with a specific state named in the title, this endorsement does not apply to vehicles garaged in that specified state.

COVERAGE INDEX

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SECTION II - LIABILITY COVERAGE is amended as follows:**1. NEWLY FORMED OR ACQUIRED SUBSIDIARIES****SECTION II - LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured** is amended to include the following as an "insured":

d. Any legally incorporated subsidiary of which you own more than 50 percent interest during the policy period. Coverage is afforded only for 90 days from the date of acquisition or formation. However, "insured" does not include any organization that:

- (1) Is a partnership or joint venture; or
- (2) Is an "insured" under any other automobile policy except a policy written specifically to apply in excess of this policy; or
- (3) Has exhausted its Limit of Insurance or had its policy terminated under any other automobile policy.

Coverage under this provision d. does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

2. EMPLOYEES AS INSURED

SECTION II - LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured is amended to include the following as an "insured":

- e. Any "employee" of yours while using a covered "auto" you do not own, hire or borrow but only for acts within the scope of their employment by you. Insurance provided by this endorsement is excess over any other insurance available to any "employee".
- f. Any "employee" of yours while operating an "auto" hired or borrowed under a written contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business and within the scope of their employment. Insurance provided by this endorsement is excess over any other insurance available to the "employee".

3. ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT

SECTION II - LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured is amended to include the following as an "insured":

- g. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed in a written contract, written agreement, or permit issued to you by governmental or public authority, to add such person, or organization, or governmental or public authority to this policy as an "insured".

However, such person or organization is an "insured":

- (1) Only with respect to the operation, maintenance or use of a covered "auto";
- (2) Only for "bodily injury" or "property damage" caused by an "accident" which takes place after you executed the written contract or written agreement, or the permit has been issued to you; and
- (3) Only for the duration of that contract, agreement or permit.

The "insured" is required to submit a claim to any other insurer to which coverage could apply for defense and indemnity. Unless the "insured" has agreed in writing to primary noncontributory wording per endorsement number 23, this policy is excess over any other collectible insurance.

4. SUPPLEMENTARY PAYMENTS

SECTION II - LIABILITY COVERAGE, Coverage Extensions, 2.a. Supplementary Payments, Paragraphs (2) and (4) are replaced by the following:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

5. AMENDED FELLOW EMPLOYEE EXCLUSION

In those jurisdictions where, by law, fellow "employees" are not entitled to the protection afforded to the employer by the workers compensation exclusivity rule, or similar protection, the following provision is added:

SECTION II - LIABILITY, Exclusion B.5. Fellow Employee does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire if you have workers compensation insurance in force for all of your "employees" at the time of "loss".

This coverage is excess over any other collectible insurance.

SECTION III - PHYSICAL DAMAGE COVERAGE is amended as follows:

6. HIRED AUTO PHYSICAL DAMAGE

Paragraph A.4. **Coverage Extensions of SECTION III - PHYSICAL DAMAGE COVERAGE**, is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss or Collision coverage are provided under the Business Auto Coverage Form for any "auto" you own, then the Physical Damage coverages provided are extended to "autos":

- a. You hire, rent or borrow; or
- b. Your "employee" hires or rents under a written contract or agreement in that "employee's" name, but only if the damage occurs while the vehicle is being used in the conduct of your business, subject to the following limit and deductible:
 - a. The most we will pay for "loss" in any one "accident" or "loss" is the smallest of:
 - (1) \$50,000; or
 - (2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - (3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality, minus a deductible.
 - b. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage.
 - c. Subject to the limit, deductible and excess provisions described in this provision, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.
 - d. Subject to a maximum of \$1,000 per "accident", we will also cover the actual loss of use of the hired "auto" if it results from an "accident"; you are legally liable and the lessor incurs an actual financial loss.
 - e. This coverage extension does not apply to:
 - (1) Any "auto" that is hired, rented or borrowed with a driver; or
 - (2) Any "auto" that is hired, rented or borrowed from your "employee" or any member of your "employee's" household.

Coverage provided under this extension is excess over any other collectible insurance available at the time of "loss".

7. TOWING AND LABOR

SECTION III - PHYSICAL DAMAGE COVERAGE, Paragraph A.2. Towing, is amended by the addition of the following:

We will pay towing and labor costs incurred, up to the limits shown below, each time a covered "auto" classified and rated as a private passenger type, "light truck" or "medium truck" is disabled:

- a. For private passenger type vehicles, we will pay up to \$75 per disablement.
- b. For "light trucks", we will pay up to \$75 per disablement. "Light trucks" are trucks that have a gross vehicle weight (GVW) of 10,000 pounds or less.
- c. For "medium trucks", we will pay up to \$150 per disablement. "Medium trucks" are trucks that have a gross vehicle weight (GVW) of 10,001 - 20,000 pounds.

However, the labor must be performed at the place of disablement.

8. PHYSICAL DAMAGE - ADDITIONAL TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. Coverage Extensions, Transportation Expenses of **SECTION III - PHYSICAL DAMAGE COVERAGE**, is amended to provide a limit of \$50 per day and a maximum limit of \$1,500.

9. RENTAL REIMBURSEMENT

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, is amended by adding the following:

- a. We will pay up to \$75 per day for rental reimbursement expenses incurred by you for the rental of an "auto" because of "accident" or "loss", to an "auto" for which we also pay a "loss" under Comprehensive, Specified Causes of Loss or Collision Coverages. We will pay only for those expenses incurred after the first 24 hours following the "accident" or "loss" to the covered "auto."
- b. Rental Reimbursement requires the rental of a comparable or lesser vehicle, which in many cases may be substantially less than \$75 per day, and will only be allowed for the period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 days.
- c. We will also pay up to \$500 for reasonable and necessary expenses incurred by you to remove and replace your tools and equipment from the covered "auto". This limit is excess over any other collectible insurance.

- d. This coverage does not apply unless you have a business necessity that other "autos" available for your use and operation cannot fill.
- e. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under Paragraph 4. **Coverage Extension.**
- f. No deductible applies to this coverage.
- g. The insurance provided under this extension is excess over any other collectible insurance.

If this policy also provides Rental Reimbursement Coverage you purchased, the coverage provided by this Enhancement Endorsement is in addition to the coverage you purchased.

For the purposes of this endorsement provision, materials and equipment do not include "personal effects" as defined in provision 11.B.

10. EXTRA EXPENSE - BROADENED COVERAGE

Under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage**, we will pay for the expense of returning a stolen covered "auto" to you. The maximum amount we will pay is \$1,000.

11. PERSONAL EFFECTS COVERAGE

A. SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage is amended by adding the following:

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to \$600 for "personal effects" stolen with the "auto."

The insurance provided under this provision is excess over any other collectible insurance.

B. SECTION V - DEFINITIONS is amended by adding the following:

For the purposes of this provision, "personal effects" mean tangible property that is worn or carried by an "insured." "Personal effects" does not include tools, equipment, jewelry, money or securities.

12. ACCIDENTAL AIRBAG DEPLOYMENT

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion for "loss" relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

Any insurance we provide shall be excess over any other collectible insurance or reimbursement by manufacturer's warranty. However, we agree to pay any deductible applicable to the other coverage or warranty.

13. PHYSICAL DAMAGE DEDUCTIBLE - VEHICLE TRACKING SYSTEM

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible is amended by adding the following:

Any Comprehensive Deductible shown in the Declarations will be reduced by 50% for any "loss" caused by theft if the vehicle is equipped with a vehicle tracking device such as a radio tracking device or a global position device and that device was the method of recovery of the vehicle.

14. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, Paragraph a. of the exception to exclusions 4.c. and 4.d. is deleted and replaced with the following:

Exclusions 4.c. and 4.d. do not apply to:

- a. Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is:
 - (1) Permanently installed in the covered "auto" at the time of the "loss" or removable from a housing unit that is permanently installed in the covered "auto"; and
 - (2) Designed to be solely operated by use from the power from the "auto's" electrical system; and
 - (3) Physical damage coverages are provided for the covered "auto".

If the "loss" occurs solely to audio, visual or data electronic equipment or accessories used with this equipment, then our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a \$100 deductible.

15. LOAN / LEASE GAP COVERAGE (Not Applicable In New York)

- A. Paragraph C. Limit Of Insurance of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by adding the following:

The most we will pay for a "total loss" to a covered "auto" owned by or leased to you in any one "accident" is the greater of the:

1. Balance due under the terms of the loan or lease to which the damaged covered "auto" is subject at the time of the "loss" less the amount of:
 - a. Overdue payments and financial penalties associated with those payments as of the date of the "loss";
 - b. Financial penalties imposed under a lease due to high mileage, excessive use or abnormal wear and tear;
 - c. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease;
 - d. Transfer or rollover balances from previous loans or leases;
 - e. Final payment due under a "Balloon Loan";
 - f. The dollar amount of any unrepaired damage which occurred prior to the "total loss" of a covered "auto";
 - g. Security deposits not refunded by a lessor;
 - h. All refunds payable or paid to you as a result of the early termination of a lease agreement or as a result of the early termination of any warranty or extended service agreement on a covered "auto";
 - i. Any amount representing taxes;
 - j. Loan or lease termination fees; or
2. The actual cash value of the damage or stolen property as of the time of the "loss".

An adjustment for depreciation and physical condition will be made in determining the actual cash value at the time of the "loss". This adjustment is not applicable in Texas.

B. Additional Conditions

This coverage applies only to the original loan for which the covered "auto" that incurred the "loss" serves as collateral, or lease written on the covered "auto" that incurred the "loss".

- C. SECTION V - DEFINITIONS is changed by adding the following:

As used in this endorsement provision, the following definitions apply:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

A "balloon loan" is one with periodic payments that are insufficient to repay the balance over the term of the loan, thereby requiring a large final payment.

16. GLASS REPAIR - WAIVER OF DEDUCTIBLE

- Paragraph D. Deductible of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by the addition of the following:

No deductible applies to glass damage if the glass is repaired rather than replaced.

17. PARKED AUTO COLLISION COVERAGE (WAIVER OF DEDUCTIBLE)

- Paragraph D. Deductible of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by the addition of the following:

The deductible does not apply to "loss" caused by collision to such covered "auto" of the private passenger type or light weight truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacturer as maximum loaded weight the "auto" is designed to carry while it is:

- a. In the charge of an "insured";
- b. Legally parked; and
- c. Unoccupied.

The "loss" must be reported to the police authorities within 24 hours of known damage.

The total amount of the damage to the covered "auto" must exceed the deductible shown in the Declarations.

This provision does not apply to any "loss" if the covered "auto" is in the charge of any person or organization engaged in the automobile business.

18. TWO OR MORE DEDUCTIBLES

Under **SECTION III - PHYSICAL DAMAGE COVERAGE**, if two or more company policies or coverage forms apply to the same "accident", the following applies to Paragraph D. **Deductible** :

- a. If the applicable Business Auto deductible is the smaller (or smallest) deductible, it will be waived; or
- b. If the applicable Business Auto deductible is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible; or
- c. If the "loss" involves two or more Business Auto coverage forms or policies, the smaller (or smallest) deductible will be waived.

For the purpose of this endorsement, company means any company that is part of the Liberty Mutual Group.

SECTION IV - BUSINESS AUTO CONDITIONS is amended as follows:

19. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV- BUSINESS AUTO CONDITIONS, Paragraph B.2. is amended by adding the following:

If you unintentionally fail to disclose any hazards, exposures or material facts existing as of the inception date or renewal date of the Business Auto Coverage Form, the coverage afforded by this policy will not be prejudiced.

However, you must report the undisclosed hazard of exposure as soon as practicable after its discovery, and we have the right to collect additional premium for any such hazard or exposure.

20. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

SECTION IV - BUSINESS AUTO CONDITIONS, Paragraph A.2.a. is replaced in its entirety by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when it is known to:
 - (1) You, if you are an individual;
 - (2) A partner, if you are a partnership;
 - (3) Member, if you are a limited liability company;
 - (4) An executive officer or the "employee" designated by the Named Insured to give such notice, if you are a corporation.

To the extent possible, notice to us should include:

- (a) How, when and where the "accident" or "loss" took place;
- (b) The "insured's" name and address; and
- (c) The names and addresses of any injured persons and witnesses.

21. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

SECTION IV - BUSINESS AUTO CONDITIONS, Paragraph A.5. **Transfer Of Rights Of Recovery Against Others To Us**, is amended by the addition of the following:

If the person or organization has in a written agreement waived those rights before an "accident" or "loss", our rights are waived also.

22. HIRED AUTO COVERAGE TERRITORY

SECTION IV - BUSINESS AUTO CONDITIONS, Paragraph B.7. **Policy Period, Coverage Territory**, is amended by the addition of the following:

- f. For "autos" hired 30 days or less, the coverage territory is anywhere in the world, provided that the "insured's" responsibility to pay for damages is determined in a "suit", on the merits, in the United States, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

This extension of coverage does not apply to an "auto" hired, leased, rented or borrowed with a driver.

23. PRIMARY AND NON-CONTRIBUTING IF REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT

The following is added to **SECTION IV - BUSINESS AUTO CONDITIONS, General Conditions, B.5. Other Insurance** and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

SECTION V - DEFINITIONS is amended as follows:

24. BODILY INJURY REDEFINED

Under **SECTION V - DEFINITIONS**, Definition C. is replaced by the following:

"Bodily injury" means physical injury, sickness or disease sustained by a person, including mental anguish, mental injury, shock, fright or death resulting from any of these at any time.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

A. NON-OWNED AIRCRAFT

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, exclusion g. Aircraft, Auto Or Watercraft does not apply to an aircraft provided:

1. It is not owned by any insured;
2. It is hired, chartered or loaned with a trained paid crew;
3. The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating her or him a commercial or airline pilot; and
4. It is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

B. NON-OWNED WATERCRAFT

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Subparagraph (2) of exclusion g. Aircraft, Auto Or Watercraft is replaced by the following:

This exclusion does not apply to:

- (2) A watercraft you do not own that is:
 - (a) Less than 52 feet long; and
 - (b) Not being used to carry persons or property for a charge.

C. PROPERTY DAMAGE LIABILITY - ELEVATORS

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Subparagraphs (3), (4) and (6) of exclusion j. Damage To Property do not apply if such "property damage" results from the use of elevators. For the purpose of this provision, elevators do not include vehicle lifts. Vehicle lifts are lifts or hoists used in automobile service or repair operations.
2. The following is added to Section IV - Commercial General Liability Conditions, Condition 4. Other Insurance, Paragraph b. Excess Insurance:

The insurance afforded by this provision of this endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)

If Damage To Premises Rented To You is not otherwise excluded from this Coverage Part:

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability:
 - a. The fourth from the last paragraph of exclusion j. Damage To Property is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, smoke, or leakage from an automatic fire protection system) to:

- (i) Premises rented to you for a period of 7 or fewer consecutive days; or
- (ii) Contents that you rent or lease as part of a premises rental or lease agreement for a period of more than 7 days.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" to contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in Section III - Limits of Insurance.

- b. The last paragraph of subsection **2. Exclusions** is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III - Limits Of Insurance**.

2. Paragraph 6. under **Section III - Limits Of Insurance** is replaced by the following:

6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to:

- a. Any one premise:

(1) While rented to you; or

(2) While rented to you or temporarily occupied by you with permission of the owner for damage by fire, lightning, explosion, smoke or leakage from automatic protection systems; or

- b. Contents that you rent or lease as part of a premises rental or lease agreement.

3. As regards coverage provided by this provision **D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)** - Paragraph 9.a. of **Definitions** is replaced with the following:

9.a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with the permission of the owner, or for damage to contents of such premises that are included in your premises rental or lease agreement, is not an "insured contract".

E. MEDICAL PAYMENTS EXTENSION

If **Coverage C Medical Payments** is not otherwise excluded, the Medical Payments provided by this policy are amended as follows:

Under Paragraph 1. **Insuring Agreement** of **Section I - Coverage C - Medical Payments**, Subparagraph (b) of Paragraph a. is replaced by the following:

- (b) The expenses are incurred and reported within three years of the date of the accident; and

F. EXTENSION OF SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

1. Under **Supplementary Payments - Coverages A and B**, Paragraph 1.b. is replaced by the following:

- b. Up to **\$3,000** for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. Paragraph 1.d. is replaced by the following:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to **\$500** a day because of time off from work.

G. ADDITIONAL INSURED - BY CONTRACT, AGREEMENT OR PERMIT

1. Paragraph 2. under **Section II - Who Is An Insured** is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:

- a. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your on going operations for the additional insured that are the subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or

- b. Premises or facilities rented by you or used by you; or
- c. The maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or
- d. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit subject to the following additional provisions:
- (1) This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the operations performed for the state or political subdivision;
 - (2) This insurance does not apply to "bodily injury" or "property damage" included within the "completed operations hazard".
 - (3) Insurance applies to premises you own, rent, or control but only with respect to the following hazards:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance, or use of any elevators covered by this insurance.

However:

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

With respect to Paragraph 1.a. above, a person's or organization's status as an additional insured under this endorsement ends when:

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

With respect to Paragraph 1.b. above, a person's or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such premises or facilities ends.

With respects to Paragraph 1.c. above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage".

We have no duty to defend an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured as required in Paragraph b. of Condition 2. **Duties In the Event Of Occurrence, Offense, Claim Or Suit** under **Section IV - Commercial General Liability Conditions**.

2. With respect to the insurance provided by this endorsement, the following are added to Paragraph 2. **Exclusions under Section I - Coverage A - Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

- a. "Bodily injury" or "property damage" arising from the sole negligence of the additional insured.
- b. "Bodily injury" or "property damage" that occurs prior to you commencing operations at the location where such "bodily injury" or "property damage" occurs.
- c. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

- d. "Bodily injury" or "property damage" occurring after:
 - (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- e. Any person or organization specifically designated as an additional insured for ongoing operations by a separate **ADDITIONAL INSURED -OWNERS, LESSEES OR CONTRACTORS** endorsement issued by us and made a part of this policy.

3. 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:

- a. Required by the contract or agreement; or
- b. 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.

H. PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED EXTENSION

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

Condition 4. Other Insurance of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

- a. The following is added to Paragraph a. **Primary Insurance:**

If an additional insured's policy has an Other Insurance provision making its policy excess, and you have agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis, this policy shall be primary and we will not seek contribution from the additional insured's policy for damages we cover.

b. The following is added to Paragraph **b. Excess Insurance**:

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement, or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the additional insured is designated as a Named Insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

I. ADDITIONAL INSURED - EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

1. The following is added to Condition **2. Duties In The Event Of Occurrence, Offense, Claim or Suit**:

An additional insured under this endorsement will as soon as practicable:

- a. Give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;
- b. Tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the additional insured; and
- c. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.
- d. We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured.

2. The limits of insurance applicable to the additional insured are those specified in a written contract or written agreement or the limits of insurance as stated in the Declarations of this policy and defined in **Section III - Limits of Insurance** of this policy, whichever are less. These limits are inclusive of and not in addition to the limits of insurance available under this policy.

**J. WHO IS AN INSURED - INCIDENTAL MEDICAL ERRORS / MALPRACTICE
WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES**

Paragraph **2.a.(1)** of **Section II - Who Is An Insured** is replaced with the following:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1) (a)** above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1) (a)** or **(b)** above; or
- (d) Arising out of his or her providing or failing to provide professional health care services. However, if you are not in the business of providing professional health care services or providing professional health care personnel to others, or if coverage for providing professional health care services is not otherwise excluded by separate endorsement, this provision (Paragraph **(d)**) does not apply.

Paragraphs **(a)** and **(b)** above do not apply to "bodily injury" or "personal and advertising injury" caused by an "employee" who is acting in a supervisory capacity for you. Supervisory capacity as used herein means the "employee's" job responsibilities assigned by you, includes the direct supervision of other "employees" of yours. However, none of these "employees" are insureds for "bodily injury" or "personal and

advertising injury" arising out of their willful conduct, which is defined as the purposeful or willful intent to cause "bodily injury" or "personal and advertising injury", or caused in whole or in part by their intoxication by liquor or controlled substances.

The coverage provided by provision J. is excess over any other valid and collectable insurance available to your "employee".

K. NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES

Paragraph 3. of **Section II - Who Is An Insured** is replaced by the following:

3. Any organization you newly acquire or form and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the expiration of the policy period in which the entity was acquired or formed by you;
 - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
 - d. Records and descriptions of operations must be maintained by the first Named Insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations or qualifies as an insured under this provision.

L. FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES

Under **Section IV - Commercial General Liability Conditions**, the following is added to Condition 6. **Representations**:

Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior "occurrences" is not intentional.

M. KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Under **Section IV - Commercial General Liability Conditions**, the following is added to Condition 2. **Duties In The Event of Occurrence, Offense, Claim Or Suit**:

Knowledge of an "occurrence", offense, claim or "suit" by an agent, servant or "employee" of any insured shall not in itself constitute knowledge of the insured unless an insured listed under Paragraph 1. of **Section II - Who Is An Insured** or a person who has been designated by them to receive reports of "occurrences", offenses, claims or "suits" shall have received such notice from the agent, servant or "employee".

N. LIBERALIZATION CLAUSE

If we revise this Commercial General Liability Extension Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the day the revision is effective in your state.

O. BODILY INJURY REDEFINED

Under **Section V - Definitions**, Definition 3. is replaced by the following:

3. "Bodily Injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.

P. EXTENDED PROPERTY DAMAGE

Exclusion a. of **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is replaced by the following:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

Q. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU

Under **Section IV - Commercial General Liability Conditions**, the following is added to Condition **8. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard" provided:

1. You and that person or organization have agreed in writing in a contract or agreement that you waive such rights against that person or organization; and
2. The injury or damage occurs subsequent to the execution of the written contract or written agreement.

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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 SWAYZER CORPORATION., a California corporation (“Consultant” or “Contractor”) is entered into effective as of the **day of July, 2026.** City and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

A. City and Consultant entered into that certain Agreement for Contract Services dated August 2, 2023 (“Agreement”), whereby Consultant agreed to perform median landscaping maintenance and management services for a not-to-exceed Contract Sum of \$716,760.00 for the Term spanning from August 2, 2023 to August 1, 2026, with two optional one (1) year extension periods at a not to exceed compensation of \$238,920.00 for each extension period.

B. Due to the substandard condition of the City’s medians at the start of the contract, the City experienced an increased demand for landscape median maintain services. To meet this increased demand, the City requested extra work from the contractor as allowed in the agreement.

C. In order for the contractor to continue regular landscape median maintenance and management services through the end of the contract term, the City must increase the Contract Sum by an additional \$51,712.00.

D. City and Contractor now desire to amend the Agreement to increase the Contract Sum from \$716,760.00 to \$768,472.00.

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 this Agreement is hereby amended to read in its entirety as follows:

“2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the “Schedule of Compensation” attached hereto as

Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed ~~Seven Hundred Sixteen Thousand Seven Hundred Sixty Dollars and Zero Cents (\$716,760.00)~~ ***Seven Hundred Sixty Eight Thousand Four Hundred Seventy Two Dollars and Zero Cents (\$768,472.00)*** (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8."

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 ***\$768,472.00*** ~~\$716,760.00~~ as provided in Section 2.1 of this Agreement."

4. Continuing Effect of Agreement. Except as amended by Amendment No. 1, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 1, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment No. 1 to the Agreement.

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

CONSULTANT:

SWAYZER CORPORATION, a California corporation

By: _____
Name: Samuel Swayzer
Title: President

By: _____
Name: Ezekiel Swayzer
Title: Chief Financial Officer

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



Report to Honorable Mayor and City Council

Tuesday, July 7, 2026, 5:00 PM

CONSENT 26.

To: Honorable Mayor and City Council

From: Dr. Arlington Rodgers, Director of Public Works PW Engineering

Subject: CONSIDER ADOPTING RESOLUTION NO. 26-070, RESCINDING AND SUPERSEDING RESOLUTION NO. 26-052 TO REVISE THE FISCAL YEAR 2026-2027 SENATE BILL 1 (SB 1) PROJECT LIST FOR ROAD MAINTENANCE AND REHABILITATION FUNDING UNDER THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017, AND CONSIDER ADOPTING RESOLUTION NO. 26-071 AMENDING THE FISCAL YEAR 2026-2027 BUDGET IN THE GENERAL FUND, SPECIAL REVENUE FUNDS, ENTERPRISE FUNDS, AND CAPITAL IMPROVEMENT PROGRAM (CIP) FUND TO REALLOCATE SB 1 FUNDING TO PROJECT NO. PW1608, MARTIN LUTHER KING JR. STREET REHABILITATION PROJECT (CITY COUNCIL)

I. SUMMARY

Senate Bill 1 (SB 1), also known as the Road Repair and Accountability Act of 2017, established the Road Maintenance and Rehabilitation Account (RMRA) to provide dedicated funding for local street and roadway improvements. To remain eligible to receive annual RMRA funding, the City is required to adopt and submit to the California Transportation Commission (CTC) a resolution identifying the projects proposed for funding during the upcoming fiscal year.

On June 16, 2026, the City Council adopted Resolution No. 26-052 (Exhibit No. 3), approving the City's Fiscal Year 2026-2027 SB 1 Project List. The approved project list identified the rehabilitation of Main Street between Lomita Boulevard and 228th Street as the City's SB 1-funded project. Following adoption of Resolution No. 26-052, staff conducted further evaluation of roadway conditions throughout the City and determined that Martin Luther King Jr. Street is in significantly poorer condition than Main Street. The corridor is experiencing substantial pavement deterioration that adversely affects roadway safety, ride quality, and overall operations. In addition, Martin Luther King Jr. Street is anticipated to serve as a major transportation corridor supporting residents, visitors, transit services, and event-related traffic associated with the 2028 Olympic and Paralympic Games at Dignity Health Sports Park. Given the roadway's current condition and its anticipated importance during the Games, staff determined that rehabilitation of Martin Luther King Jr. Street should be prioritized.

Because the Martin Luther King Jr. Street Rehabilitation Project was not included in the previously approved Fiscal Year 2026-2027 SB 1 Project List, staff requested authorization from the California Transportation Commission to substitute the Main Street project with the Martin Luther King Jr. Street Rehabilitation Project. Following review of the request, CTC staff provided informal concurrence with the proposed substitution and advised that, provided the revised resolution is adopted by the City Council at its first meeting in July 2026, the City will maintain its eligibility to receive Fiscal Year 2026-2027 SB 1 funding.

Consequently, staff is recommending that the City Council adopt Resolution No. 26-070 (Exhibit No. 2), which would rescind and supersede Resolution No. 26-052 and revise the Fiscal Year 2026-2027 SB 1 Project List to designate Project No. PW1608, Martin Luther King Jr. Street Rehabilitation Project, as the City's SB 1-funded project.

Staff is also requesting that the City Council adopt Resolution No. 26-071 (Exhibit No. 4), which would reallocate the previously approved \$6,200,000 in SB 1 funding from Project No. PW1757, Main Street Rehabilitation, to Project No. PW1608, Martin Luther King Jr. Street Rehabilitation Project, in order to advance this higher-priority roadway rehabilitation project.

II. RECOMMENDATION

TAKE the following actions:

1. WAIVE further reading and ADOPT Resolution No. 26-070, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2026-2027 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017"; and
2. WAIVE further reading and ADOPT Resolution No. 26-071, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON AMENDING THE FISCAL YEAR 2026-2027 BUDGET IN THE GENERAL FUND, SPECIAL REVENUE FUNDS, ENTERPRISE FUNDS, AND THE CAPITAL IMPROVEMENT PROGRAM (CIP) FUND," reallocating the previously approved \$6,200,000 in SB 1 funds to Project No. PW1608, Martin Luther King Jr. Street Rehabilitation Project; and,
3. AMEND the Fiscal Year 2026-2027 Capital Improvement Program (CIP) Plan to reflect the revised SB 1 project funding allocation.

III. ALTERNATIVES

1. DO NOT ADOPT Resolution No. 26-070.
2. DO NOT ADOPT Resolution No. 26-071
3. DO NOT AMEND the Fiscal Year 2026-2027 Capital Improvement Program (CIP) Plan
4. TAKE another action the City Council deems appropriate, consistent with the requirements of the law.

IV. BACKGROUND

On April 28, 2017, the Governor of California signed Senate Bill 1 (SB 1), also known as the Road Repair and Accountability Act of 2017. SB 1 increased fuel taxes and vehicle registration fees to provide a dedicated funding source for the repair and rehabilitation of state highways and local streets and roads throughout California. A portion of these revenues is deposited into the Road Maintenance and Rehabilitation Account (RMRA) and distributed annually to eligible cities and counties for roadway maintenance and improvement projects. As a condition of receiving RMRA funding, local agencies are required to annually adopt and submit to the California Transportation Commission (CTC) a list of projects proposed for funding during the upcoming fiscal year. Although the City previously established and received approval for a long-range SB 1 project list, State law requires the City Council to adopt a resolution each year identifying the specific projects proposed for funding in order to remain eligible to receive RMRA funds.

On June 16, 2026, the City Council adopted Resolution No. 26-052, approving the City's Fiscal Year 2026-2027 SB 1 Project List. The approved list identified the rehabilitation of Main Street between Lomita Boulevard and 228th Street as the project to be funded with SB 1 revenues. This project is consistent with the City's original SB 1 project list submitted to the California Transportation Commission when the program was established in 2017. Following adoption of Resolution No. 26-052, staff conducted a reassessment of roadway conditions throughout the City and determined that Martin Luther King Jr. Street is in significantly poorer condition than Main Street. The corridor is experiencing substantial pavement deterioration, including uneven roadway surfaces and extensive distress that negatively affect ride quality, roadway operations, and overall public safety.

In addition, with the 2028 Olympic and Paralympic Games approaching and Dignity Health Sports Park serving as a host venue, Martin Luther King Jr. Street is anticipated to function as a major transportation corridor for residents, visitors, transit services, and event-related traffic. Given the roadway's existing condition and the limited time available to complete improvements prior to the Games, staff determined that rehabilitating Martin Luther King Jr. Street should be prioritized to ensure a safe, reliable, and efficient transportation corridor for the community and visitors alike.

Because the Martin Luther King Jr. Street Rehabilitation Project was not included in the previously approved Fiscal Year 2026-2027 SB 1 Project List, staff contacted the California Transportation Commission to request authorization to substitute the Main Street project with the Martin Luther King Jr. Street project. Following review of the request, CTC staff provided informal concurrence with the proposed substitution and advised that, provided the revised resolution is adopted by the City Council at its first meeting in July 2026, the City will maintain its eligibility to receive Fiscal Year 2026-2027 SB 1 funding.

Consequently, staff is returning to the City Council with a new resolution that rescinds and supersedes Resolution No. 26-052 and revises the City's Fiscal Year 2026-2027 SB 1 Project List. The proposed resolution, included as Exhibit No. 2, has been prepared using the standard format prescribed by the California Transportation Commission. Staff recommends adoption of the resolution to ensure continued compliance with State funding requirements, preserve the City's eligibility to receive SB 1 revenues, and allow the City to advance a higher-priority roadway improvement project.

Upon adoption of the proposed resolution, Project No. 1608, Martin Luther King Jr. Street Rehabilitation Project, will become the City's designated SB 1-funded project for Fiscal Year 2026-2027. The project includes roadway pavement reconstruction and related concrete improvements along Martin Luther King Jr. Street between Main Street and Avalon Boulevard. Consistent with California Transportation Commission requirements, the resolution identifies the project location, scope, estimated useful life, and anticipated completion schedule. The City's projected RMRA allocation for Fiscal Year 2026-2027 is \$6,274,241.77.

V. FISCAL IMPACT

Fiscal Year 2026-2027 represents the tenth year of the Senate Bill 1 (SB 1) program. The City's projected Road Maintenance and Rehabilitation Account (RMRA) funding allocation for Fiscal Year 2026-2027 is \$6,274,241.77. As part of the Fiscal Year 2026-2027 budget adoption process, the City Council previously allocated \$6,200,000 in SB 1 funding to Project PW1757, Main Street Rehabilitation, for improvements along Main Street between Lomita Boulevard and 228th Street. If the City Council approves the proposed resolution this evening, the previously approved \$6,200,000 in SB 1 funding will be reallocated from Project PW1757 to Project PW1608, Martin Luther King Jr. Street Rehabilitation Project. This funding reallocation will allow the City to advance improvements along Martin Luther King Jr. Street, which staff has identified as a higher-priority roadway corridor based on existing pavement conditions and anticipated transportation demands associated with the 2028 Olympic and Paralympic Games.

VI. EXHIBITS

1. Location Map
2. Proposed Resolution No. 26-070 SB 1 Project List for FY 2026-27
3. Resolution No. 26-052
4. Proposed Resolution No. 26-071
5. Proposed Amended Fiscal Year 2026-2027 Capital Improvement Program (CIP) Plan

Attachments

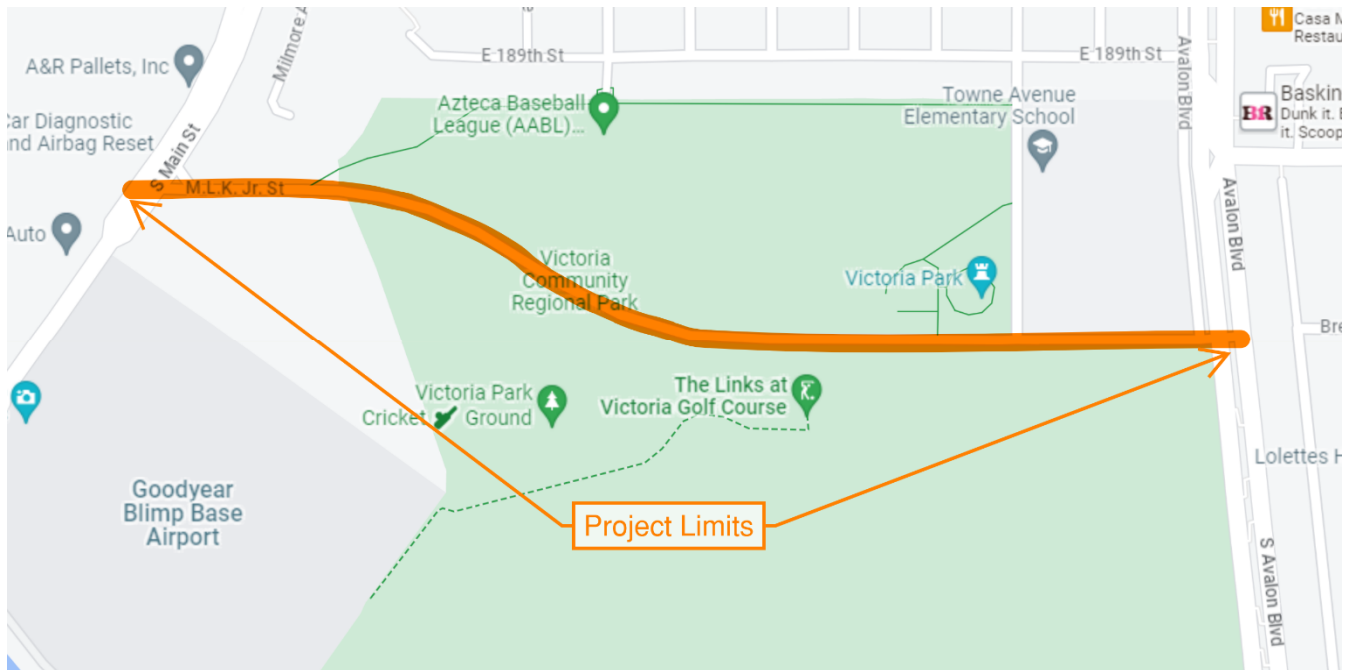
[1. Location Map](#)

[2. Proposed Resolution No. 26-070 SB 1 Project List for FY 2026-27](#)

[3. Resolution No. 26-052](#)

[4. Proposed Resolution No. 26-071](#)

[5. Proposed Amended Fiscal Year 2026-2027 Capital Improvement Program \(CIP\) Plan](#)



LOCATION MAP
PROJECT NO. 1608

Martin Luther King Jr. Street Rehabilitation Project, Main Street to Avalon Boulevard

RESOLUTION NO. 26-070

**RESOLUTION ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2026-27 FUNDED
BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017**

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 in order to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of our City are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City will receive an estimated **\$1,694,266.78** in RMRA funding in Fiscal Year 2026-27 from SB 1; and

WHEREAS, this is the tenth year in which the City is receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, repair and replacement of aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the City has undergone a robust public process to ensure public input into our community's transportation priorities/the project list; and

WHEREAS, the City used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the community's priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the City maintain and rehabilitate Martin Luther King Jr. Street, an east/west arterial running across the City, this year, and multiple more similar projects into the future; and

WHEREAS, the 2023 California Statewide Local Streets and Roads Needs Assessment found that the City's streets and roads are in an "at-risk/poor" condition, and this revenue will help us increase the overall quality of our road system and over the next decade will bring our streets and roads into a "good" condition; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND by the City Council of the City of Carson, State of California, as follows:

1. The foregoing recitals are true and correct.
2. The following project will be funded in part or solely with fiscal year 2026-27 Road Maintenance and Rehabilitation Account revenues:
 - A. **Project Title:** Project No. 1608 - Martin Luther King Jr. Street Rehabilitation. Project Description: Martin Luther King Jr. Street from Main Street to Avalon Boulevard.- a East -West Arterial street (approx. length of 3,200 L.F.) within Maintenance Zones #2 and #3 at the Northern section of the City of Carson. The project consists of roadway resurfacing, including AC grinding as required, as well as reconstruction of sections to provide a smooth and improved riding surface. It also includes repair of broken and damaged concrete improvements including Curb & Gutter, Cross Gutters, Sidewalks, Driveway Approaches, Access Ramps to comply with ADA requirements. The estimated useful life is 20 years, the anticipated start of construction is in September 2026 and the date of completion is in January 2027.
3. The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions. The City Clerk shall keep a copy of this resolution attached to the FY 2026-27 budget on file.
4. This Resolution is effective on the date of its adoption.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Carson, California, at a regular meeting held on the 7th day of July, 2026.

ATTEST:

Mayor Lula Davis-Holmes

City Clerk Khaleah K. Bradshaw

APPROVED AS TO FORM:

City Attorney Sunny K. Soltani

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

I, Khaleah K. Bradshaw, City Clerk of the City of Carson, California, hereby certify that the foregoing resolution, being Resolution No. 26-070, was adopted by the Carson City Council at its meeting held on the 7th day of July 2026, by the following vote:

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

City Clerk Khaleah K. Bradshaw

RESOLUTION NO. 26-052

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2026- 27 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 in order to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of our City are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City will receive an estimated **\$6,274,241.77** in RMRA funding in Fiscal Year 2026-27 from SB 1; and

WHEREAS, this is the tenth year in which the City is receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, repair and replacement of aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the City has undergone a robust public process to ensure public input into our community's transportation priorities/the project list; and

WHEREAS, the City used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the community's priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the City maintain and rehabilitate Main Street, a north/south main arterial running across the City, this year, and multiple more similar projects into the future; and

WHEREAS, the 2023 California Statewide Local Streets and Roads Needs Assessment found that the City's streets and roads are in an "at-risk/poor" condition, and this revenue will help us increase

the overall quality of our road system and over the next decade will bring our streets and roads into a “good” condition; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND by the City Council of the City of Carson, State of California, as follows:

1. The foregoing recitals are true and correct.
2. The following project will be funded in part or solely with fiscal year 2026-27 Road Maintenance and Rehabilitation Account revenues:

A. Project Title: Proj. No. 1757 – Main Street Rehabilitation from Lomita Blvd. to 228th Street

Project Description: Main Street from Lomita Blvd. to 228th Street - a North -South Arterial street (approx. length of 7,400 L.F.) within Maintenance Zones #6 and #7 at the Southern section of the City of Carson. The project consists of roadway reconstruction, including A.C. grinding as required to allow for the new layer of asphalt 2.0" to 3.0" thick of asphalt to provide a good ride ability roadway surface. It also includes repair of broken and damaged concrete improvements including Curb & Gutter, Cross Gutters, Sidewalks, Driveway Approaches, Access Ramps to comply with ADA requirements. The estimated useful life is 20 years, the anticipated start of construction is in September 2026 and the date of completion is in January 2027.

3. The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions. The City Clerk shall keep a copy of this resolution attached to the FY 2026-27 budget on file.
4. This Resolution is effective on the date of its adoption.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Carson, California, at a regular meeting held on the 16th day of June, 2026

ATTEST:

Mayor Lula Davis-Holmes

Deputy City Clerk Kourtney Cullors

APPROVED AS TO FORM:

City Attorney Sunny K. Soltani

EXHIBIT NO. 2

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

I, Kourtney Cullors, Deputy City Clerk of the City of Carson, California, hereby certify that the foregoing resolution, being Resolution No. 26-052, was adopted by the Carson City Council at its meeting held on the 16th day of June 2026, by the following vote:

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

City Clerk Khaleah K. Bradshaw

RESOLUTION NO. 26-071

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 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)
288-99-999-904-8009-PW1757	Infrastructure Roadways	(\$6,200,000.00)
288-99-999-904-8009-PW1608	Infrastructure Roadways	\$6,200,000.00

Section 2. The City Clerk shall certify the adoption of this resolution and shall keep a copy of this resolution attached to the Fiscal Year 2026-27 budget on file, and effective as of July 7, 2026, the same shall be in force and effect.

PASSED, APPROVED, AND ADOPTED this 7th day of July, 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. 26-071 adopted by the City of Carson City Council at its meeting held on July 7, 2026 by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMEBES:

ABSENT: COUNCIL MEMBERS:

Dr. Khaleah K. Bradshaw, City Clerk

PROJ #	PROJECT NAME	Adopted FY26-27 Funding	FY26-27 Revised
PW0675	Sepulveda Blvd -Widening	\$ 6,456,186.00	\$ 6,456,186.00
PW1368	Carriage Crest Park Expansion and Improvement Project	\$ 3,000,000.00	\$ 3,000,000.00
PW1393-5	Avalon Boulevard - from Lomita Blvd to 223rd Street Roadway Reconstruction	\$ -	\$ -
PW1396	Dominguez Street Roadway Reconstruction	\$ -	\$ -
PW1411-5	Avalon Boulevard - from Lomit Blvd to 223rd Street Concrete Replacement	\$ -	\$ -
PW1413-5	Annual Slurry Seal & Crack Seal Program (Preventative Maintenance)	\$ -	\$ -
PW1416	Calas Park & Fosia Park Roof Repair	\$ 500,000.00	\$ 500,000.00
PW1451	Bike lane installation on Avalon Boulevard, Central Avenue, Del Amo Boulevard, 223rd Street, Main Street, Victoria Street, and Carson Street	\$ -	\$ -
PW1452	Bike lane installation and median modifications on Figueroa Street, Main Street, 223rd Street, and Avalon Boulevard.	\$ 8,727,481.00	\$ 8,727,481.00
PW1484	Dugout Cover Installation at 9 Parks	\$ -	\$ -
PW1490	Dominguez Channel Bike Path I	\$ 500,000.00	\$ 500,000.00
PW1515	Carson Stormwater Capture Facility at Carriage Crest Park	\$ -	\$ -
PW1534	Active Transporation Program - Santa Fe Bike Lane	\$ 1,500,000.00	\$ 1,500,000.00
PW1600	Dominguez Channel Bike Path II	\$ 500,000.00	\$ 500,000.00
PW1608	Martin Luther King Jr. Street Rehabilitation Project	\$ -	\$ 6,200,000.00
PW1610	Foisia Park Design and Construction	\$ -	\$ -
PW1612	Traffic Signal Installation- Broadway and Griffith	\$ -	\$ -
PW1613	Traffic Signal Installation - Main St at Lenardo Dr	\$ -	\$ -
PW1615	Traffic Signal Installation - Lenardo Dr at Stamps Dr	\$ -	\$ -
PW1616	Traffic Signal Installation-3 Driveways - Lenardo Dr at FOLA Driveways	\$ -	\$ -
PW1617	Lenardo Drive	\$ 49,333,243.00	\$ 49,333,243.00
PW1620	Lomita Blvd-Street Improvement - Figueroa to Avalon	\$ -	\$ -
PW1630	Anderson Park Electrical Panel- Design and Construction	\$ -	\$ -
PW1632	Community Center Coiling Wall & Seismic Analysis	\$ -	\$ -
PW1636	Mills Park Site Reconstruction Project	\$ 2,000,000.00	\$ 2,000,000.00
PW1639	Veterans Park Office & Meeting Room & Kitchen Refurbishment	\$ -	\$ -
PW1640	Replace Park Rubberized Play Surface and Playground Structures- Phase 2	\$ -	\$ -

PW1647	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	\$ 2,445,402.00	\$ 2,445,402.00
PW1648	Athletic Field and walking path replacement Lighting -LED	\$ 1,513,102.00	\$ 1,513,102.00
PW1649	Traffic Signal Intersection Upgrades - Avalon Blvd at Victoria, Main St at Sepulveda, Main St at 223rd St, and Figueroa St at Torrance Blvd	\$ 3,330,583.00	\$ 3,330,583.00
PW1657	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	\$ 4,323,500.00	\$ 4,323,500.00
PW1667	Upgrade existing traffic signal - Avalon Bl at Gardena Bl	\$ 967,501.25	\$ 967,501.25
PW1671	Dolphin Park Electrical Panel Upgrade - design and Construction	\$ -	\$ -
PW1673	Pool Slides Replacement at Dominguez Park and Hemingway Park	\$ -	\$ -
PW1674	Security Cameras	\$ -	\$ -
PW1676	City of Carson Stormwater Green Street Engineering, Design & Implementation (Gardena & Main Street & Avalon)	\$ 2,500,000.00	\$ 2,500,000.00
PW1682	Stormwater Master and Implementation Plan	\$ -	\$ -
PW1687	Carson Street Intelligent Transportation System (ITS) Project	\$ 888,705.72	\$ 888,705.72
PW1688	Traffic Signal Synchronization Project (TSSP) - Avalon Bl from 126th St to Sepulveda Bl	\$ -	\$ 492,800.00
PW1691	Avalon Street Rehabilitation	\$ -	\$ -
PW1692	Carson Stormwater & Runoff Project (O&M Carriage Crest Park)	\$ 373,234.39	\$ 373,234.39
PW1698	City Utilities Master Plan	\$ -	\$ -
PW1699	Community Center Upgrades - Dominguez Halls and Kitchen	\$ -	\$ -
PW1702	Lomita Boulevard Safety Improvements - Wilmington to Alameda	\$ 2,000,000.00	\$ 2,000,000.00
PW1706	Stevenson Park Bungalow Removal	\$ -	\$ -
PW1707	Stevenson Park Picnic Shelters	\$ -	\$ -
PW1710	Walnut St rehabilitation (Avalon to Central)	\$ -	\$ -
PW1712	Civic Buildng Mechanical Upgrade	\$ -	\$ -
PW1720	City Hall & Community Center Elevators	\$ -	\$ -
PW1723	International Scuplture Garden	\$ -	\$ -
PW1726	Community Center Courtyard (West) & Community Center East Parking Lot	\$ 161,000.00	\$ 161,000.00

PW1732	Solar @ Vets Park	\$ 2,000,000.00	\$ 2,000,000.00
PW1748	Corporate Yard Energy Efficient & Other Improvements - Evaluate and construct, if viable	\$ -	\$ -
PW1749	EV Bus Chargers	\$ 250,000.00	\$ 250,000.00
PW1753	University Drive Rehabilitation - Avalon Blvd to Wilmington Ave	\$ 4,444,000.00	\$ 4,444,000.00
PW1755	Santa Fe Ave. Rehabilitation - Carson St. to Del Amo Ave.	\$ -	\$ -
PW1756	Figueroa Street - Lomita to 223rd St.	\$ -	\$ -
PW1757	Main Street Rehabilitation - Lomita to 228th St	\$ 6,200,000.00	\$ -
PW1758	Main Street - 228th St to Carson Street	\$ -	\$ -
PW1762	Wilmington Ave - Lomita Boulevard to 223rd Street - Roadway Reconstruction	\$ -	\$ -
PW1774	Sepulveda (110 Fwy to Figueroa)	\$ -	\$ -
PW1775	213th St. Street Lights	\$ -	\$ -
PW1776	Calas Park Stormwater Infiltration and Water Quality Improvements	\$ 5,980,000.00	\$ 5,980,000.00
PW1780	Victoria Street Transit Center	\$ 4,776,932.00	\$ 4,776,932.00
PW1784	Traffic Signal Modification	\$ 800,000.00	\$ 800,000.00
PW1785	Carson Bicycle Action Plan	\$ 553,625.05	\$ 553,625.05
PW1786	City Hall Bathroom and Kitchenette Renovations	\$ 1,036,767.49	\$ 1,036,767.49
PW1790	Community Center and Amphitheatre Lighting and AV Equipment Upgrade	\$ -	\$ -
PW1791	Citywide Pavement Maintenance Program	\$ 8,000,000.00	\$ 8,000,000.00
PW1792	Traffic Reliability Improvements	\$ -	\$ -
PW1793	URBAN FORESTRY MASTER PLAN & IMPLEMENTATION	\$ 401,189.00	\$ 401,189.00
PW1795	Mills Park Recreation Center Building Renovation	\$ 5,000,000.00	\$ 5,000,000.00
PW1796	Carson Civic Center Redevelopment	\$ -	\$ -
PW1797	Citywide Municipal Fiber Optic Network Phase I	\$ 6,250,000.00	\$ 6,250,000.00
PW1798	Delores Rehabilitation from Sepulveda to Carson Street	\$ -	\$ -
PW1799	Del Amo Rehabilitation from Main Street to Figueroa	\$ -	\$ -
PW1800	Citywide Stormdrain Repair	\$ -	\$ -
PW1801	Streetscape Master Plan - Civic	\$ 1,156,000.00	\$ 1,156,000.00
PW1803	Friendship Mini Park Land Acquisition & Expansion	\$ 1,430,000.00	\$ 1,430,000.00
PW1805	Calas Park	\$ -	\$ -
PW1806	Del Amo Park	\$ -	\$ -

PW1807	Foisia Park Aquatic Repairs	\$ -	\$ -
PW1808	Concrete Repairs at Pools Citywide	\$ -	\$ -
PW1809	Veterans Sports Complex Installation of HVAC, Solar Panels and Generator	\$ -	\$ -
PW1810	Walnut Mini-Park	\$ -	\$ -
PW1811	Carson Event Center	\$ -	\$ -
PW1812	Dominguez Park	\$ -	\$ -
PW1813	Dolphin Park, Dominguez Park	\$ -	\$ -
PW1814	Reflections Park	\$ -	\$ -
PW1815	Veterans Park Skate park	\$ -	\$ -
PW1816	Dominguez Park Pickleball Courts	\$ -	\$ -
PW1817	Foisia Park Pickleball Courts	\$ -	\$ -
PW1818	Security Cameras	\$ -	\$ -
PW1819	Phase projection for installing an enhanced intrusion alarm and Halo smart sensor system.	\$ -	\$ -
PW1820	Fire suppression system installation at the Carson Community Event Center	\$ -	\$ -
PW1821	Caltrans Interchanges	\$ -	\$ -
PW1822	Teen Center	\$ -	\$ -
PW1823	Wayfinding Signs	\$ -	\$ -
PW1824	Avalon Blvd. & Central Ave. from Turmont to University Dr. - Fence/Wall Replacement Project.	\$ -	\$ -
PW1825	Installation of Archways, Monuments Signs, and Wayfinding Signs - Citywide	\$ -	\$ -
PW1826	Monuments	\$ -	\$ -
PW1827	Shared Central Ave Project with City of Compton	\$ 874,908.13	\$ 874,908.13
PW1828	South Bay Travel Network	\$ 3,858,096.00	\$ 3,858,096.00
PW1829	Olympic Ready ITS	\$ 500,000.00	\$ 500,000.00
PW1832	Traffic Signal Installation at Grace Ave and 213th St	\$ 750,000.00	\$ 750,000.00
PW1833	Citywide Street Name Sign Replacement	\$ -	\$ -
PW1834	Citywide Municipal Fiber Optic Network Phase 2	\$ -	\$ -
PW1835	Community Center Flooring	\$ -	\$ -
PW1836	EV Chargers at City Facilities*	\$ -	\$ -

PW1837	Digital Banners*	\$ -	\$ -
PW1839	Traffic Signal Modification at Delores & Sepulveda	\$ 70,930.00	\$ 70,930.00
PW1840	Avalon Traffic Signal and Crosswalk Upgrades	\$ 38,500.00	\$ 38,500.00
PW1841	Safe Streets for All (SS4A)	\$ 241,960.00	\$ 241,960.00
PW1842	Traffic Signal Upgrade at Wilmington & Lomita	\$ -	\$ -
PW1843	Traffic Signal Upgrade at Avalon & Desford	\$ -	\$ -
PW1844	Park Marquee Signs	\$ -	\$ -
PW1845	Dominguez Channel Estuary Assessment Study	\$ 304,201.00	\$ 304,201.00
PW1846	Traffic Analysis for the Upcoming LA 2028 Olympics and Paralympics	\$ -	\$ -
PW1847	Traffic Signal Installation at Carriage Crest Entrance and Sepulveda Blvd.	\$ -	\$ -
PW1848	Citywide Concrete Maintenance Program	\$ -	\$ -
PW1849	Streetscape Master Plan - 223rd	\$ -	\$ -
PW1850	Public Works and Community Services Corporate Yard Roof Improvements	\$ 2,000,000.00	\$ 2,000,000.00
Grand Total		\$ 147,937,047.03	\$ 148,429,847.03



Report to Honorable Mayor and City Council

Tuesday, July 7, 2026, 5:00 PM

CONSENT 27.

To: Honorable Mayor and City Council

From: Dr. Arlington Rodgers, Director of Public Works PW Engineering

Subject: CONSIDERATION OF AN EASEMENT AGREEMENT WITH BSREP III DOMINGUEZ LLC FOR THE ACCEPTANCE OF A SIDEWALK EASEMENT AT 2001 E. DOMINGUEZ STREET TO FACILITATE PUBLIC SIDEWALK IMPROVEMENTS (CITY COUNCIL)

I. SUMMARY

BSREP III is developing a new warehouse and office building at 2001 E. Dominguez Street (Assessor's Parcel Numbers 7318-012-018 and 7318-012-020) (Exhibit No. 1). As a condition of project approval, the developer was required to construct new sidewalks along the property frontage that comply with the Americans with Disabilities Act (ADA) to improve pedestrian safety and accessibility. During project review, it was determined that several mature trees are located within the area where the new sidewalk would typically be constructed. To preserve these established trees and their environmental and aesthetic benefits while maintaining a safe and accessible pedestrian pathway, the City approved a revised sidewalk design. Under the approved design, a portion of the sidewalk improvements was extended beyond the existing public right-of-way and onto private property. To accommodate this revised alignment, BSREP III agreed to grant the City a permanent sidewalk easement. The easement provides the City with the legal rights necessary to operate, maintain, repair, and access the sidewalk improvements for public use while ensuring the long-term preservation of the existing mature trees along the project frontage.

An Easement Agreement has been prepared and submitted for City Council consideration (Exhibit No. 2). Acceptance of the easement will enhance pedestrian safety and accessibility, support ADA compliance, preserve valuable community assets, and improve the overall streetscape along E. Dominguez Street. Consequently, staff recommends that the City Council accept the easement and authorize execution of the Easement Agreement.

II. RECOMMENDATION

TAKE the following actions:

1. ACCEPT and APPROVE the proposed Easement Agreement with BSREP III for a 390 sq. ft easement area to accommodate public sidewalk improvements and related purposes; and,
2. AUTHORIZE the City Manager to execute the proposed Easement Agreement and take all actions necessary to cause the agreement to be recorded with the Los Angeles County Recorder's Office.

III. ALTERNATIVES

1. DO NOT APPROVE the proposed Easement Agreement with BSREP III.

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

IV. BACKGROUND

BSREP III, the owner of the property located at 2001 E. Dominguez Street (Assessor's Parcel Numbers 7318-012-018 and 7318-012-020), is currently developing the site with a new warehouse and office building. As part of the project's approval, the developer was required to construct public improvements along the property's street frontage, including new sidewalks that comply with the Americans with Disabilities Act (ADA). These improvements are intended to enhance pedestrian safety, improve accessibility for individuals with disabilities, and ensure consistency with the City's development standards.

During the City's review of the project, staff determined that several mature trees were located within the area where the new sidewalk would normally be constructed (Exhibit No. 3). Because these trees provide important aesthetic, environmental, and community benefits, the City approved an alternative sidewalk design that preserves the existing trees while still providing a safe and accessible pedestrian route. Under the approved design, portions of the new sidewalk extend outside the existing public right-of-way and onto a small portion of the developer's private property. A public right-of-way is land owned or controlled by the City for streets, sidewalks, and other public improvements. Extending the sidewalk onto private property provides sufficient space to maintain a continuous pedestrian pathway while avoiding impacts to the mature trees.

To accommodate this revised sidewalk alignment, BSREP III agreed to grant the City a permanent sidewalk easement over the affected area. An easement is a legal right that allows the City to use and access private property for a specific public purpose without acquiring ownership of the property. The proposed easement will provide the City with the legal authority necessary to operate, inspect, maintain, repair, and access the sidewalk improvements for the benefit of the public. Acceptance of the easement will support several important public objectives, including improving pedestrian safety and accessibility, maintaining compliance with ADA requirements, preserving mature trees, and enhancing the overall appearance and functionality of the streetscape along E. Dominguez Street. The proposed easement is consistent with the project's approved conditions and advances the City's ongoing efforts to improve pedestrian infrastructure and mobility throughout the community.

Consequently, staff recommends that the City Council accept the permanent sidewalk easement and authorize execution of the Easement Agreement to allow construction and long-term maintenance of the sidewalk improvements.

V. FISCAL IMPACT

There is no fiscal impact associated with the proposed action. Acceptance of the sidewalk easement does not require the expenditure of City funds and will have no impact on the City's General Fund. The developer has already constructed the required sidewalk improvements as a condition of project approval.

VI. EXHIBITS

1. Location Map.
2. Proposed Easement Agreement
3. Sidewalk and Trees Photos

Attachments

[1. Location Map](#)

[2. Proposed Easement Agreement](#)

[3. Sidewalk and Trees Photos](#)



S Wilmington Ave

E Dominguez St

E Dominguez St

Simplified L
Staffing Solutions

RoadEx America, Inc



RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Carson
City Clerk
701 E. Carson Street
Carson, California 90745

APN: 7318-012-018 & 020

SPACE ABOVE THIS LINE RESERVED FOR RECORDER’S USE

(Exempt from recording fees pursuant to Government Code Sections 6103 and 27383)

GRANT OF EASEMENT

(Sidewalk)

This Grant of Easement (“Grant of Easement”) is entered into this ____ day of February, 2026 by BSREP III Dominguez LLC, a Delaware limited liability company (“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 2001 E. Dominguez Street, in the City of Carson, California, having Assessor’s Parcel Numbers 7318-012-018 and 7318-012-020 (the “Subject Property”); and

WHEREAS, Grantee seeks from Grantor and Grantor desires to grant to Grantee, a public sidewalk easement over, across, and upon certain portions of the Subject Property, as more particularly set forth herein.

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 Sidewalk Easement

Grantor hereby grants to Grantee a non-exclusive perpetual easement (the “Sidewalk Easement”) for pedestrian sidewalk purposes over certain portions of the Subject Property (the “Sidewalk 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 paving materials for a public pedestrian sidewalk over, under, along and across the Sidewalk Easement Area, and for reasonable access incidental thereto.

Section 3. Maintenance of Sidewalk Easement Area

Grantee shall be solely responsible for (a) maintenance, prompt repair and replacement of the sidewalk improvements and the Sidewalk Easement Area and all related improvements in good order, condition and repair, and (b) promptly repairing any and all damage to the Subject Property and improvements thereon arising from Grantee’s use of the Sidewalk Easement Area.

Section 4. Non-Interference

Grantor agrees not to construct or permit the construction within the Sidewalk Easement Area 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 Sidewalk 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. Indemnification

To the maximum extent permitted by law, (a) Grantor shall defend, indemnify, and hold harmless Grantee from and against all claims, damages, liabilities, and expenses arising out of Grantor’s fee ownership of the Sidewalk Easement Area, except to the extent caused by the sole negligence or willful misconduct of Grantee, and (b) Grantee shall defend, indemnify, and hold harmless Grantor from and against all claims, damages, liabilities, and expenses arising out of Grantee’s (i) use of the Sidewalk Easement and (ii) maintenance or failure to maintain the Sidewalk Easement Area, except to the extent caused by the sole negligence or willful misconduct of Grantor.

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:

BSREP III Dominguez LLC,
a Delaware limited liability company

By: _____

Its: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2026 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐

INDIVIDUAL

☐

CORPORATE OFFICER

☐

TITLE(S)
PARTNER(S)

☐

LIMITED

☐

GENERAL

☐

ATTORNEY-IN-FACT

☐

TRUSTEE(S)

☐

GUARDIAN/CONSERVATOR

☐

OTHER _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

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 BSREP III Dominguez 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

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		DESCRIPTION OF ATTACHED DOCUMENT
☐ INDIVIDUAL		_____
☐ CORPORATE OFFICER		TITLE OR TYPE OF DOCUMENT
	TITLE(S)	_____
☐ PARTNER(S)	☐ LIMITED	NUMBER OF PAGES
	☐ GENERAL	_____
☐ ATTORNEY-IN-FACT		DATE OF DOCUMENT
☐ TRUSTEE(S)		_____
☐ GUARDIAN/CONSERVATOR		SIGNER(S) OTHER THAN NAMED ABOVE
☐ OTHER _____		

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

EXHIBIT “A”

LEGAL DESCRIPTION OF SIDEWALK EASEMENT AREA

EXHIBIT 'A'

SHEET 1 OF 6

SIDEWALK EASEMENT

LEGAL DESCRIPTION

THOSE PORTIONS OF PARCEL 1 AS SHOWN ON CERTIFICATE OF COMPLIANCE, IN THE CITY OF CARSON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS EVIDENCED BY DOCUMENT RECORDED OCTOBER 31, 2025 AS DOCUMENT NO. 20250760973 OF OFFICIAL RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

STRIP NO. 1: (2.50' FEET WIDE)

COMMENCING AT THE SOUTHWESTERLY CORNER OF SAID PARCEL 1;

THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID PARCEL 1, SOUTH 89°51'53" EAST 93.42 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING EASTERLY ALONG SAID LINE, SOUTH 89°51'53" EAST 13.00 FEET TO A POINT HEREINAFTER REFERRED TO AS **POINT "A"**;

THENCE NORTH 44°51'53" WEST 3.54 FEET TO A LINE PARALLEL WITH AND DISTANT NORTHERLY 2.50 FEET, MEASURED AT RIGHT ANGLES FROM SAID SOUTHERLY LINE OF PARCEL 1;

THENCE WESTERLY ALONG SAID PARALLEL LINE, NORTH 89°51'53" WEST 8.00 FEET;

THENCE SOUTH 45°08'07" WEST 3.54 FEET TO THE **POINT OF BEGINNING**.

CONTAINING: 26 SQUARE FEET OR 0.001 ACRES, MORE OR LESS.

STRIP NO. 2: (2.50' FEET WIDE)

COMMENCING AT AFOREMENTIONED **POINT "A"**;

THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID PARCEL 1, SOUTH 89°51'53" EAST 28.45 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING EASTERLY ALONG SAID LINE, SOUTH 89°51'53" EAST 13.00 FEET TO A POINT HEREINAFTER REFERRED TO AS **POINT "B"**;

THENCE NORTH 44°51'53" WEST 3.54 FEET TO A LINE PARALLEL WITH AND DISTANT NORTHERLY 2.50 FEET, MEASURED AT RIGHT ANGLES FROM SAID SOUTHERLY LINE OF PARCEL 1;

THENCE WESTERLY ALONG SAID PARALLEL LINE, NORTH 89°51'53" WEST 8.00 FEET;

THENCE SOUTH 45°08'07" WEST 3.54 FEET TO THE **POINT OF BEGINNING**.

CONTAINING: 26 SQUARE FEET OR 0.001 ACRES, MORE OR LESS.

STRIP NO. 3: (2.50' FEET WIDE)

COMMENCING AT AFOREMENTIONED **POINT "B"**;

THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID PARCEL 1, SOUTH 89°51'53" EAST 12.29 FEET TO THE **POINT OF BEGINNING**;

EXHIBIT 'A'

SIDEWALK EASEMENT

LEGAL DESCRIPTION

SHEET 2 OF 6

THENCE CONTINUING EASTERLY ALONG SAID LINE, SOUTH 89°51'53" EAST 13.00 FEET TO A POINT
HEREINAFTER REFERRED TO AS **POINT "C"**;

THENCE NORTH 44°51'53" WEST 3.54 FEET TO A LINE PARALLEL WITH AND DISTANT NORTHERLY
2.50 FEET, MEASURED AT RIGHT ANGLES FROM SAID SOUTHERLY LINE OF PARCEL 1;

THENCE WESTERLY ALONG SAID PARALLEL LINE, NORTH 89°51'53" WEST 8.00 FEET;

THENCE SOUTH 45°08'07" WEST 3.54 FEET TO THE **POINT OF BEGINNING**.

CONTAINING: 26 SQUARE FEET OR 0.001 ACRES, MORE OR LESS.

STRIP NO. 4: (2.50' FEET WIDE)

COMMENCING AT AFOREMENTIONED POINT "C";

THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID PARCEL 1, SOUTH 89°51'53" EAST 17.55
FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING EASTERLY ALONG SAID LINE, SOUTH 89°51'53" EAST 13.00 FEET TO A POINT
HEREINAFTER REFERRED TO AS **POINT "D"**;

THENCE NORTH 44°51'53" WEST 3.54 FEET TO A LINE PARALLEL WITH AND DISTANT NORTHERLY
2.50 FEET, MEASURED AT RIGHT ANGLES FROM SAID SOUTHERLY LINE OF PARCEL 1;

THENCE WESTERLY ALONG SAID PARALLEL LINE, NORTH 89°51'53" WEST 8.00 FEET;

THENCE SOUTH 45°08'07" WEST 3.54 FEET TO THE **POINT OF BEGINNING**.

CONTAINING: 26 SQUARE FEET OR 0.001 ACRES, MORE OR LESS.

STRIP NO. 5: (2.50' FEET WIDE)

COMMENCING AT AFOREMENTIONED POINT "D";

THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID PARCEL 1, SOUTH 89°51'53" EAST 15.88
FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING EASTERLY ALONG SAID LINE, SOUTH 89°51'53" EAST 13.00 FEET TO A POINT
HEREINAFTER REFERRED TO AS **POINT "E"**;

THENCE NORTH 44°51'53" WEST 3.54 FEET TO A LINE PARALLEL WITH AND DISTANT NORTHERLY
2.50 FEET, MEASURED AT RIGHT ANGLES FROM SAID SOUTHERLY LINE OF PARCEL 1;

THENCE WESTERLY ALONG SAID PARALLEL LINE, NORTH 89°51'53" WEST 8.00 FEET;

THENCE SOUTH 45°08'07" WEST 3.54 FEET TO THE **POINT OF BEGINNING**.

CONTAINING: 26 SQUARE FEET OR 0.001 ACRES, MORE OR LESS.

EXHIBIT 'A'

SIDEWALK EASEMENT

LEGAL DESCRIPTION

SHEET 3 OF 6

STRIP NO. 6: (2.50' FEET WIDE)

COMMENCING AT AFOREMENTIONED POINT "E";

THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID PARCEL 1, SOUTH 89°51'53" EAST 72.12 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING EASTERLY ALONG SAID LINE, SOUTH 89°51'53" EAST 13.00 FEET TO A POINT HEREINAFTER REFERRED TO AS **POINT "F"**;

THENCE NORTH 44°51'53" WEST 3.54 FEET TO A LINE PARALLEL WITH AND DISTANT NORTHERLY 2.50 FEET, MEASURED AT RIGHT ANGLES FROM SAID SOUTHERLY LINE OF PARCEL 1;

THENCE WESTERLY ALONG SAID PARALLEL LINE, NORTH 89°51'53" WEST 8.00 FEET;

THENCE SOUTH 45°08'07" WEST 3.54 FEET TO THE **POINT OF BEGINNING**.

CONTAINING: 26 SQUARE FEET OR 0.001 ACRES, MORE OR LESS.

STRIP NO. 7: (2.50' FEET WIDE)

COMMENCING AT AFOREMENTIONED POINT "F";

THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID PARCEL 1, SOUTH 89°51'53" EAST 26.85 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING EASTERLY ALONG SAID LINE, SOUTH 89°51'53" EAST 13.00 FEET TO A POINT HEREINAFTER REFERRED TO AS **POINT "G"**;

THENCE NORTH 44°51'53" WEST 3.54 FEET TO A LINE PARALLEL WITH AND DISTANT NORTHERLY 2.50 FEET, MEASURED AT RIGHT ANGLES FROM SAID SOUTHERLY LINE OF PARCEL 1;

THENCE WESTERLY ALONG SAID PARALLEL LINE, NORTH 89°51'53" WEST 8.00 FEET;

THENCE SOUTH 45°08'07" WEST 3.54 FEET TO THE **POINT OF BEGINNING**.

CONTAINING: 26 SQUARE FEET OR 0.001 ACRES, MORE OR LESS.

STRIP NO. 8: (2.50' FEET WIDE)

COMMENCING AT AFOREMENTIONED POINT "G";

THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID PARCEL 1, SOUTH 89°51'53" EAST 49.40 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING EASTERLY ALONG SAID LINE, SOUTH 89°51'53" EAST 13.00 FEET TO A POINT HEREINAFTER REFERRED TO AS **POINT "H"**;

THENCE NORTH 44°51'53" WEST 3.54 FEET TO A LINE PARALLEL WITH AND DISTANT NORTHERLY 2.50 FEET, MEASURED AT RIGHT ANGLES FROM SAID SOUTHERLY LINE OF PARCEL 1;

EXHIBIT 'A'

SIDEWALK EASEMENT

LEGAL DESCRIPTION

SHEET 4 OF 6

THENCE WESTERLY ALONG SAID PARALLEL LINE, NORTH 89°51'53" WEST 8.00 FEET;

THENCE SOUTH 45°08'07" WEST 3.54 FEET TO THE **POINT OF BEGINNING**.

CONTAINING: 26 SQUARE FEET OR 0.001 ACRES, MORE OR LESS.

STRIP NO. 9: (2.50' FEET WIDE)

COMMENCING AT AFOREMENTIONED **POINT "H"**;

THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID PARCEL 1, SOUTH 89°51'53" EAST 17.59 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING EASTERLY ALONG SAID LINE, SOUTH 89°51'53" EAST 13.00 FEET TO A POINT HEREINAFTER REFERRED TO AS **POINT "I"**;

THENCE NORTH 44°51'53" WEST 3.54 FEET TO A LINE PARALLEL WITH AND DISTANT NORTHERLY 2.50 FEET, MEASURED AT RIGHT ANGLES FROM SAID SOUTHERLY LINE OF PARCEL 1;

THENCE WESTERLY ALONG SAID PARALLEL LINE, NORTH 89°51'53" WEST 8.00 FEET;

THENCE SOUTH 45°08'07" WEST 3.54 FEET TO THE **POINT OF BEGINNING**.

CONTAINING: 26 SQUARE FEET OR 0.001 ACRES, MORE OR LESS.

STRIP NO. 10: (2.50' FEET WIDE)

COMMENCING AT AFOREMENTIONED **POINT "I"**;

THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID PARCEL 1, SOUTH 89°51'53" EAST 19.75 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING EASTERLY ALONG SAID LINE, SOUTH 89°51'53" EAST 13.00 FEET TO A POINT HEREINAFTER REFERRED TO AS **POINT "J"**;

THENCE NORTH 44°51'53" WEST 3.54 FEET TO A LINE PARALLEL WITH AND DISTANT NORTHERLY 2.50 FEET, MEASURED AT RIGHT ANGLES FROM SAID SOUTHERLY LINE OF PARCEL 1;

THENCE WESTERLY ALONG SAID PARALLEL LINE, NORTH 89°51'53" WEST 8.00 FEET;

THENCE SOUTH 45°08'07" WEST 3.54 FEET TO THE **POINT OF BEGINNING**.

CONTAINING: 26 SQUARE FEET OR 0.001 ACRES, MORE OR LESS.

STRIP NO. 11: (2.50' FEET WIDE)

COMMENCING AT AFOREMENTIONED **POINT "J"**;

THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID PARCEL 1, SOUTH 89°51'53" EAST 28.28 FEET TO THE **POINT OF BEGINNING**;

EXHIBIT 'A'

SIDEWALK EASEMENT

LEGAL DESCRIPTION

SHEET 5 OF 6

THENCE CONTINUING EASTERLY ALONG SAID LINE, SOUTH 89°51'53" EAST 13.00 FEET TO A POINT
HEREINAFTER REFERRED TO AS **POINT "K"**;

THENCE NORTH 44°51'53" WEST 3.54 FEET TO A LINE PARALLEL WITH AND DISTANT NORTHERLY
2.50 FEET, MEASURED AT RIGHT ANGLES FROM SAID SOUTHERLY LINE OF PARCEL 1;

THENCE WESTERLY ALONG SAID PARALLEL LINE, NORTH 89°51'53" WEST 8.00 FEET;

THENCE SOUTH 45°08'07" WEST 3.54 FEET TO THE **POINT OF BEGINNING**.

CONTAINING: 26 SQUARE FEET OR 0.001 ACRES, MORE OR LESS.

STRIP NO. 12: (2.50' FEET WIDE)

COMMENCING AT AFOREMENTIONED **POINT "K"**;

THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID PARCEL 1, SOUTH 89°51'53" EAST 16.34
FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING EASTERLY ALONG SAID LINE, SOUTH 89°51'53" EAST 13.00 FEET TO A POINT
HEREINAFTER REFERRED TO AS **POINT "L"**;

THENCE NORTH 44°51'53" WEST 3.54 FEET TO A LINE PARALLEL WITH AND DISTANT NORTHERLY
2.50 FEET, MEASURED AT RIGHT ANGLES FROM SAID SOUTHERLY LINE OF PARCEL 1;

THENCE WESTERLY ALONG SAID PARALLEL LINE, NORTH 89°51'53" WEST 8.00 FEET;

THENCE SOUTH 45°08'07" WEST 3.54 FEET TO THE **POINT OF BEGINNING**.

CONTAINING: 26 SQUARE FEET OR 0.001 ACRES, MORE OR LESS.

STRIP NO. 13: (2.50' FEET WIDE)

COMMENCING AT AFOREMENTIONED **POINT "L"**;

THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID PARCEL 1, SOUTH 89°51'53" EAST 16.43
FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING EASTERLY ALONG SAID LINE, SOUTH 89°51'53" EAST 13.00 FEET TO A POINT
HEREINAFTER REFERRED TO AS **POINT "M"**;

THENCE NORTH 44°51'53" WEST 3.54 FEET TO A LINE PARALLEL WITH AND DISTANT NORTHERLY
2.50 FEET, MEASURED AT RIGHT ANGLES FROM SAID SOUTHERLY LINE OF PARCEL 1;

THENCE WESTERLY ALONG SAID PARALLEL LINE, NORTH 89°51'53" WEST 8.00 FEET;

THENCE SOUTH 45°08'07" WEST 3.54 FEET TO THE **POINT OF BEGINNING**.

CONTAINING: 26 SQUARE FEET OR 0.001 ACRES, MORE OR LESS.

EXHIBIT 'A'

SIDEWALK EASEMENT

LEGAL DESCRIPTION

SHEET 6 OF 6

STRIP NO. 14: (2.50' FEET WIDE)

COMMENCING AT AFOREMENTIONED POINT "M";

THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID PARCEL 1, SOUTH 89°51'53" EAST 25.33 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING EASTERLY ALONG SAID LINE, SOUTH 89°51'53" EAST 13.00 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "N";

THENCE NORTH 44°51'53" WEST 3.54 FEET TO A LINE PARALLEL WITH AND DISTANT NORTHERLY 2.50 FEET, MEASURED AT RIGHT ANGLES FROM SAID SOUTHERLY LINE OF PARCEL 1;

THENCE WESTERLY ALONG SAID PARALLEL LINE, NORTH 89°51'53" WEST 8.00 FEET;

THENCE SOUTH 45°08'07" WEST 3.54 FEET TO THE POINT OF BEGINNING.

CONTAINING: 26 SQUARE FEET OR 0.001 ACRES, MORE OR LESS.

STRIP NO. 15: (2.50' FEET WIDE)

COMMENCING AT AFOREMENTIONED POINT "N";

THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID PARCEL 1, SOUTH 89°51'53" EAST 17.57 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING EASTERLY ALONG SAID LINE, SOUTH 89°51'53" EAST 13.00;

THENCE NORTH 44°51'53" WEST 3.54 FEET TO A LINE PARALLEL WITH AND DISTANT NORTHERLY 2.50 FEET, MEASURED AT RIGHT ANGLES FROM SAID SOUTHERLY LINE OF PARCEL 1;

THENCE WESTERLY ALONG SAID PARALLEL LINE, NORTH 89°51'53" WEST 8.00 FEET;

THENCE SOUTH 45°08'07" WEST 3.54 FEET TO THE POINT OF BEGINNING.

CONTAINING: 26 SQUARE FEET OR 0.001 ACRES, MORE OR LESS.

ALL AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

SUBJECT TO: COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS, RIGHTS AND RIGHTS-OF-WAY OF RECORD, IF ANY.

SURVEYOR:

PREPARED UNDER THE DIRECTION OF:

Naveen K. Gali
NAVEEN K. GALI

11/17/25

DATE

P.L.S. NO. 9123
REG. EXP. SEPT. 30, 2026



Last Update: 11/17/25
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DEPICTION OF SIDEWALK EASEMENT AREA

SCALE: 1" = 100'

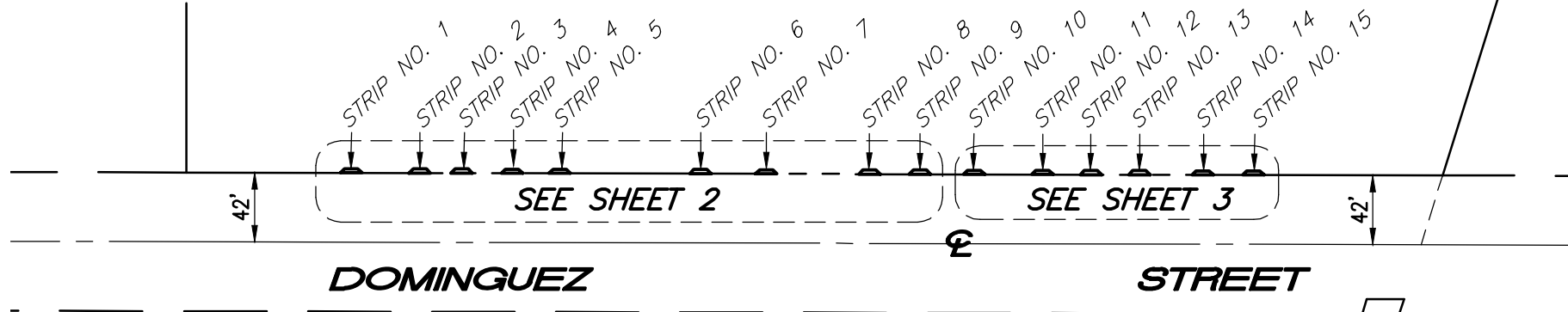
EXHIBIT 'B'

SIDEWALK EASEMENT
PLAT

SHEET 1 OF 4



PARCEL 1
CERTIFICATE OF COMPLIANCE
REC. 10/31/25
DOC. # 20250760973, O.R.



LEGEND:



INDICATES EASEMENT AREA
FOR SIDEWALK PURPOSES

Last Update: 11/17/25

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Thienes Engineering, Inc.
CIVIL ENGINEERING • LAND SURVEYING
14349 FIRESTONE BOULEVARD
LA MIRADA, CALIFORNIA 90638
PH.(714)521-4811 FAX(714)521-4173

SURVEYOR:

PREPARED UNDER THE DIRECTION OF:

Naveen K. Gali
NAVEEN K. GALI

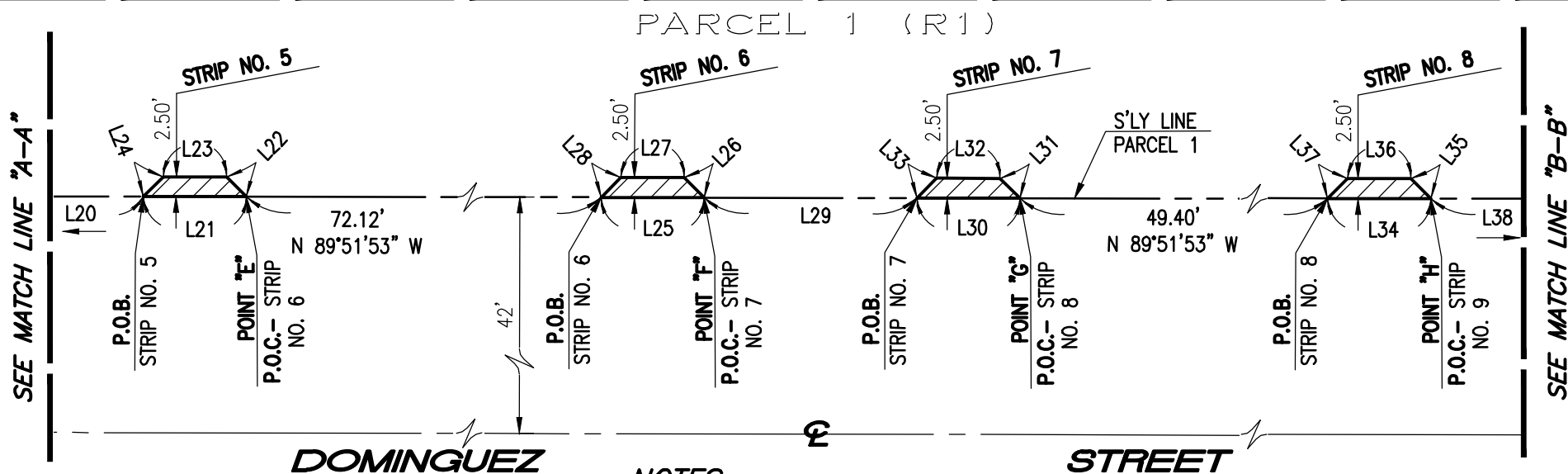
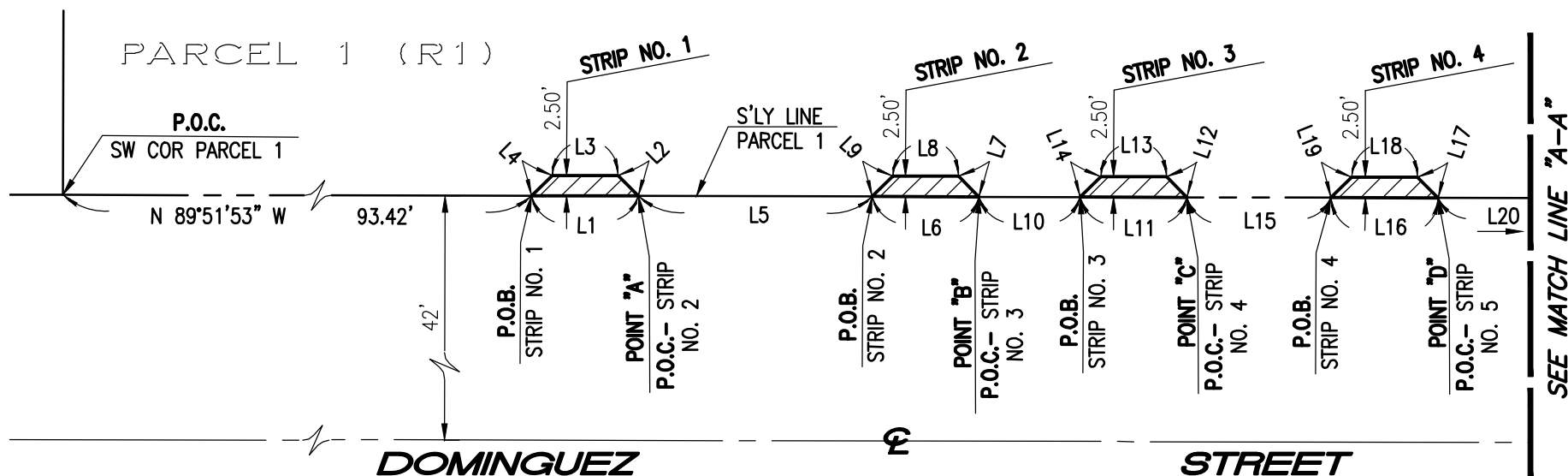
11/17/25

DATE

P.L.S. NO. 9123

REG. EXP. SEPT. 30, 2026





NOTES:

SEE PAGE 3 FOR EASEMENT AREAS
SEE PAGE 4 FOR LINE TABLES

(R1) - CERTIFICATE OF COMPLIANCE,
INST. NO. 20250760973, O.R.
REC. 10/31/25

LEGEND:



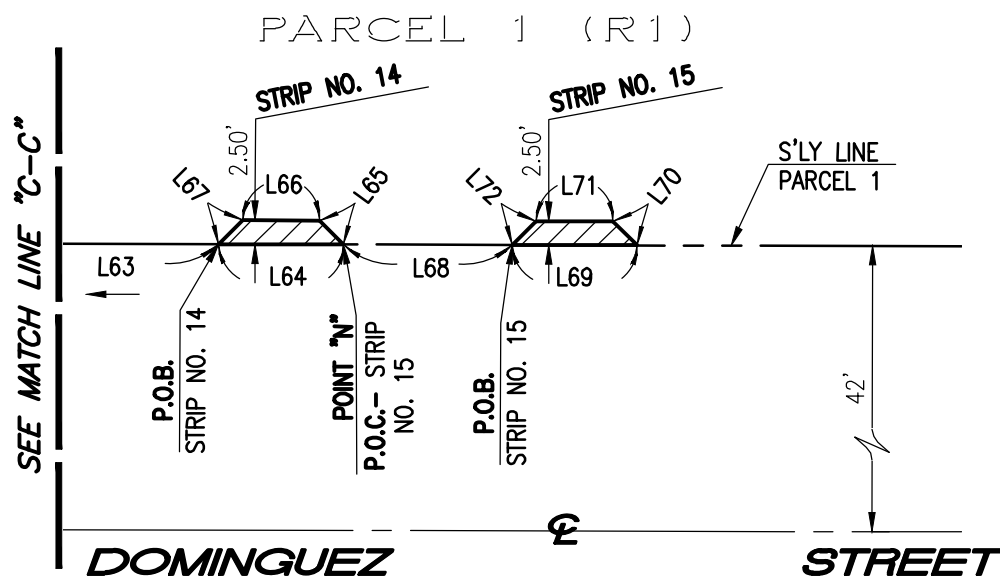
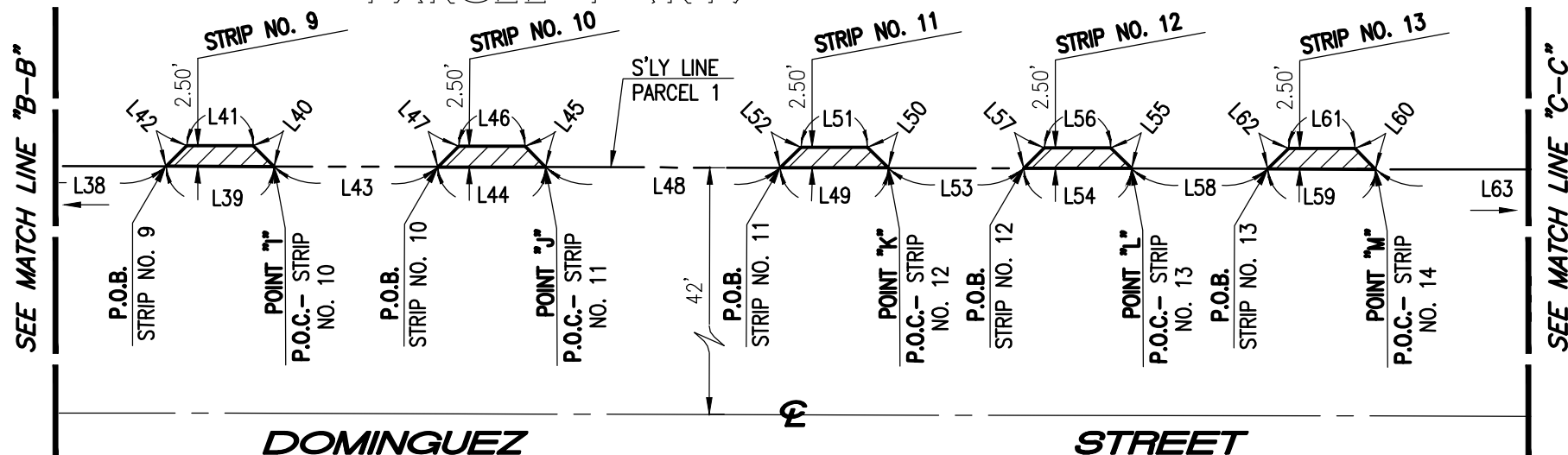
INDICATES AREA FOR
SIDEWALK PURPOSES

Last Update: 11/17/25
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EXHIBIT 'B'

SIDEWALK EASEMENT

PARCEL 1 (R1) PLAT



STRIP NO. 1 CONTAINS: 26 SQUARE FEET OR 0.001 ACRES $\pm$
 STRIP NO. 2 CONTAINS: 26 SQUARE FEET OR 0.001 ACRES $\pm$
 STRIP NO. 3 CONTAINS: 26 SQUARE FEET OR 0.001 ACRES $\pm$
 STRIP NO. 4 CONTAINS: 26 SQUARE FEET OR 0.001 ACRES $\pm$
 STRIP NO. 5 CONTAINS: 26 SQUARE FEET OR 0.001 ACRES $\pm$
 STRIP NO. 6 CONTAINS: 26 SQUARE FEET OR 0.001 ACRES $\pm$
 STRIP NO. 7 CONTAINS: 26 SQUARE FEET OR 0.001 ACRES $\pm$
 STRIP NO. 8 CONTAINS: 26 SQUARE FEET OR 0.001 ACRES $\pm$
 STRIP NO. 9 CONTAINS: 26 SQUARE FEET OR 0.001 ACRES $\pm$
 STRIP NO. 10 CONTAINS: 26 SQUARE FEET OR 0.001 ACRES $\pm$
 STRIP NO. 11 CONTAINS: 26 SQUARE FEET OR 0.001 ACRES $\pm$
 STRIP NO. 12 CONTAINS: 26 SQUARE FEET OR 0.001 ACRES $\pm$
 STRIP NO. 13 CONTAINS: 26 SQUARE FEET OR 0.001 ACRES $\pm$
 STRIP NO. 14 CONTAINS: 26 SQUARE FEET OR 0.001 ACRES $\pm$
 STRIP NO. 15 CONTAINS: 26 SQUARE FEET OR 0.001 ACRES $\pm$

NOTES:

SEE PAGE 4 FOR LINE TABLES

(R1) - CERTIFICATE OF COMPLIANCE,
INST. NO. 20250760973, O.R.

REC. 10/31/25

LEGEND:INDICATES AREA FOR
SIDEWALK PURPOSES

Last Update: 11/17/25

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EXHIBIT 'B'

SIDEWALK EASEMENT

SHEET 4 OF 4

LINE TABLE		
LINE #	BEARING	LENGTH
L1	S 89°51'53" E	13.00'
L2	N 44°51'53" W	3.54'
L3	N 89°51'53" W	8.00'
L4	S 45°08'07" W	3.54'
L5	S 89°51'53" E	28.45'
L6	S 89°51'53" E	13.00'
L7	N 44°51'53" W	3.54'
L8	N 89°51'53" W	8.00'
L9	S 45°08'07" W	3.54'
L10	S 89°51'53" E	12.29'
L11	N 89°51'53" W	13.00'
L12	S 44°51'53" E	3.54'
L13	S 89°51'53" E	8.00'
L14	N 45°08'07" E	3.54'
L15	S 89°51'53" E	17.55'
L16	N 89°51'53" W	13.00'
L17	S 44°51'53" E	3.54'
L18	S 89°51'53" E	8.00'

LINE TABLE		
LINE #	BEARING	LENGTH
L19	N 45°08'07" E	3.54'
L20	S 89°51'53" E	15.88'
L21	S 89°51'53" E	13.00'
L22	N 44°51'53" W	3.54'
L23	N 89°51'53" W	8.00'
L24	S 45°08'07" W	3.54'
L25	N 89°51'53" W	13.00'
L26	S 44°51'53" E	3.54'
L27	S 89°51'53" E	8.00'
L28	N 45°08'07" E	3.54'
L29	S 89°51'53" E	26.85'
L30	N 89°51'53" W	13.00'
L31	S 44°51'53" E	3.54'
L32	S 89°51'53" E	8.00'
L33	N 45°08'07" E	3.54'
L34	N 89°51'53" W	13.00'
L35	S 44°51'53" E	3.54'
L36	S 89°51'53" E	8.00'

LINE TABLE		
LINE #	BEARING	LENGTH
L37	N 45°08'07" E	3.54'
L38	S 89°51'53" E	17.59'
L39	N 89°51'53" W	13.00'
L40	S 44°51'53" E	3.54'
L41	S 89°51'53" E	8.00'
L42	N 45°08'07" E	3.54'
L43	S 89°51'53" E	19.75'
L44	N 89°51'53" W	13.00'
L45	S 44°51'53" E	3.54'
L46	S 89°51'53" E	8.00'
L47	N 45°08'07" E	3.54'
L48	S 89°51'53" E	28.28'
L49	N 89°51'53" W	13.00'
L50	S 44°51'53" E	3.54'
L51	S 89°51'53" E	8.00'
L52	N 45°08'07" E	3.54'
L53	S 89°51'53" E	16.34'
L54	N 89°51'53" W	13.00'

LINE TABLE		
LINE #	BEARING	LENGTH
L55	S 44°51'53" E	3.54'
L56	S 89°51'53" E	8.00'
L57	N 45°08'07" E	3.54'
L58	S 89°51'53" E	16.43'
L59	N 89°51'53" W	13.00'
L60	S 44°51'53" E	3.54'
L61	S 89°51'53" E	8.00'
L62	N 45°08'07" E	3.54'
L63	S 89°51'53" E	25.33'
L64	N 89°51'53" W	13.00'
L65	S 44°51'53" E	3.54'
L66	S 89°51'53" E	8.00'
L67	N 45°08'07" E	3.54'
L68	S 89°51'53" E	17.57'
L69	N 89°51'53" W	13.00'
L70	S 44°51'53" E	3.54'
L71	S 89°51'53" E	8.00'
L72	N 45°08'07" E	3.54'







Report to Honorable Mayor and City Council

Tuesday, July 7, 2026, 5:00 PM

CONSENT 28.

To: Honorable Mayor and City Council

From: Dr. Arlington Rodgers, Director of Public Works PW Engineering

Subject: CONSIDER ADOPTION OF RESOLUTION NO. 26-034, APPROVING FUNDING AGREEMENT BETWEEN THE COUNTY OF LOS ANGELES AND THE CITY OF CARSON FOR PROJECT NO. 1688: TRAFFIC SIGNAL SYNCHRONIZATION (TSSP) - AVALON BOULEVARD FROM 126TH STREET TO SEPULVEDA BOULEVARD AND CONSIDER ADOPTION OF RESOLUTION NO. 26-069, AMENDING THE FISCAL YEAR 2026-27 BUDGET IN THE GENERAL FUND, SPECIAL REVENUE FUNDS, ENTERPRISE FUNDS, AND THE CAPITAL IMPROVEMENT PROGRAM (CIP) FUND (CITY COUNCIL)

I. SUMMARY

The City's Capital Improvement Program (CIP) includes Project No. 1688, Traffic Signal Synchronization along Avalon Boulevard from 126th Street to Sepulveda Boulevard. The purpose of the project is to improve traffic flow and reduce congestion by upgrading and coordinating traffic signals so they operate in a synchronized manner. Synchronizing traffic signals helps vehicles move more efficiently through intersections, reduces delays, and improves overall travel conditions along the corridor.

The County of Los Angeles is serving as the lead agency for the project and has secured funding from the Los Angeles County Metropolitan Transportation Authority (Metro) to construct the improvements. Metro will provide approximately \$7.75 million of the estimated \$8.25 million project cost within the City of Carson. Under the funding agreement, the City of Carson is responsible for contributing \$492,800 toward the project, while the County of Los Angeles will contribute an additional \$5,900. City Council is being asked to approve the Funding Agreement between the City of Carson and the County of Los Angeles (Exhibit No. 1) to allow the construction phase of Project No. 1688 to move forward.

A portion of the project is located within a Los Angeles Department of Water and Power (LADWP) transmission line right-of-way, which is land reserved for utility infrastructure and access. As a condition of allowing construction within this area, LADWP requires the City and County to execute a Letter of No Obligation. This document confirms that the City will be responsible for the future operation and maintenance of the traffic signal improvements and that LADWP will not assume any financial, operational, or maintenance responsibilities related to the project. Accordingly, City Council is also being asked to authorize the Mayor to execute the Letter of No Obligation on behalf of the City.

II. RECOMMENDATION

TAKE the following actions:

1. WAIVE further reading and ADOPT Resolution No. 26-034 "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON CALIFORNIA, APPROVING FUNDING AGREEMENT BETWEEN THE COUNTY OF LOS ANGELES AND THE CITY OF CARSON FOR PROJECT NO. 1688: TRAFFIC SIGNAL SYNCHRONIZATION (TSSP) - AVALON BOULEVARD FROM 126TH STREET TO SEPULVEDA BOULEVARD"; and,
2. AUTHORIZE the Mayor to execute the proposed Funding Agreement between the City and the County of Los Angeles, following approval as to form by the City Attorney; and,
3. AUTHORIZE the Mayor to sign the proposed Letter of No Obligation between the City, the County of Los Angeles, and the Los Angeles Department of Water and Power; and,
4. WAIVE further reading and ADOPT Resolution No. 26-069, "A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2026-27 BUDGET IN THE GENERAL FUND, SPECIAL REVENUE FUNDS, ENTERPRISE FUNDS, AND THE CAPITAL IMPROVEMENT PROGRAM (CIP) FUND", adding the additional \$492,800 Proposition C funds; and,
5. AMEND the FY26-27 CIP Plan to reflect the update to the project funding.

III. ALTERNATIVES

1. DO NOT APPROVE the above recommendations. However, the County of Los Angeles will not be able to proceed with the construction of Project No. 1688: Traffic Signal Synchronization (TSSP) – Avalon Boulevard from 126th Street to Sepulveda Boulevard.
2. TAKE any other action the Council deems appropriate.

IV. BACKGROUND

The City's Capital Improvement Program (CIP) includes Project No. 1688, Traffic Signal Synchronization along Avalon Boulevard from 126th Street to Sepulveda Boulevard. The purpose of the project is to improve traffic flow, reduce delays, and enhance overall roadway efficiency by upgrading and coordinating traffic signals so they operate in a synchronized manner. Synchronizing traffic signals allows vehicles traveling along the corridor to encounter fewer stops, resulting in improved travel times and reduced congestion.

The project corridor extends along Avalon Boulevard from 126th Street in the City of Los Angeles to Sepulveda Boulevard in the City of Carson. The portion of the project located within the City of Carson extends from the intersection of Avalon Boulevard and Alondra Boulevard, which is jointly maintained by the City of Carson and the County of Los Angeles, to the intersection of Avalon Boulevard and Sepulveda Boulevard (Exhibit No. 6).

The County of Los Angeles is serving as the lead agency for the project and will be responsible for delivering the improvements. To fund construction, the County entered into amended Funding Agreement No. FA.P00F310 with the Los Angeles County Metropolitan Transportation Authority (Metro) on March 20, 2025. Under that agreement, Metro will provide approximately \$8.57 million toward the project, including approximately \$7.75 million for improvements located within the City of Carson and approximately \$822,200 for improvements located within unincorporated Los Angeles County. The total cost of the improvements within the City of Carson is estimated at approximately \$8.25 million. As required under the Metro funding agreement, the City of Carson is responsible for providing a local funding contribution of \$492,800, with Los Angeles County contributing an additional \$5,900.

Following approval of the proposed agreement, the County of Los Angeles will issue an invoice to the City in the amount of \$492,800 for the City's required share of project costs. Accordingly, City Council is being asked to approve a Funding Agreement between the City of Carson and the County of Los Angeles to allow the construction phase of Project No. 1688 to proceed. Staff also recommends appropriating the necessary funds to satisfy the City's financial obligation under the agreement.

A portion of the project is located within a transmission line right-of-way owned by the Los Angeles Department of Water and Power (LADWP). A right-of-way is property reserved for utility infrastructure and access. Because project improvements will occur within this area, LADWP has reviewed and approved the construction plans, subject to execution of a Letter of No Obligation. This document formally acknowledges that LADWP will not be responsible for funding, operating, maintaining, or repairing any of the traffic signal improvements associated with the project. As part of LADWP's approval, the City must acknowledge and accept responsibility for the future maintenance of the project improvements located within City jurisdiction. Since the improvements consist of City-owned traffic signal infrastructure, staff believes it is appropriate for the City to assume these maintenance responsibilities. Therefore, City Council is also being asked to authorize the Mayor to execute the Letter of No Obligation on behalf of the City. Approval and execution of this document will satisfy LADWP's conditions, allow the County to continue advancing the project, and help avoid delays to the construction schedule.

The current project schedule anticipates Los Angeles County Board approval and advertisement of the construction contract in August 2026, bid opening in September 2026, issuance of a Notice to Proceed for contractor mobilization and material procurement in November 2026, commencement of construction in June 2027, and completion of construction in January 2029.

V. FISCAL IMPACT

The County of Los Angeles entered into Amended Funding Agreement No. FA.P00F310 with the Los Angeles County Metropolitan Transportation Authority (Metro) to provide approximately \$8.75 million in grant funding for the Traffic Signal Synchronization Project (TSSP). Because the project extends into the City of Carson, Metro allocated approximately \$7.75 million to fund the portion of the project located within the City. However, the estimated cost to construct the improvements within Carson is approximately \$8.25 million, resulting in a funding shortfall of approximately \$498,700. To fully fund the Carson portion of the project and allow construction to proceed, the proposed Funding Agreement requires the City of Carson to contribute \$492,800, with the County of Los Angeles contributing the remaining \$5,900. If approved by the City Council, the City's contribution will be incorporated into the Fiscal Year 2026-2027 Capital Improvement Program budget and funded using Proposition C transportation funds, consistent with Resolution No. 26-069. Approval of the proposed Funding Agreement will allow the County of Los Angeles, as the lead agency, to advance the project into construction and implement traffic signal improvements intended to improve traffic flow, reduce delays, and enhance overall mobility along the Avalon Boulevard corridor.

VI. EXHIBITS

1. Proposed Funding Agreement
2. Proposed Resolution 26-034
3. Proposed Letter of No Obligation
4. Proposed Resolution 26-069
5. Proposed Amended CIP
6. Location Map

Attachments

[1. Funding Agreement](#)

[2. Resolution 26-034](#)

[3. Letter of No Obligation](#)

[4. Resolution 26-069](#)

[5. Amended CIP](#)

[6. Location Map](#)

A G R E E M E N T

THIS AGREEMENT, made and entered into by and between the CITY OF CARSON, a municipal corporation in the County of Los Angeles, hereinafter referred to as CITY, and the COUNTY OF LOS ANGELES, a political subdivision of the State of California (hereinafter referred to as COUNTY):

W I T N E S S E I H

WHEREAS, to assist in the traffic flow, CITY and COUNTY desire to modify and synchronize the traffic signals along Avalon Boulevard from 126th Street to Sepulveda Boulevard, a portion of which is within CITY, and which work is hereinafter referred to as PROJECT; and

WHEREAS, the proposed improvements are jurisdictionally shared between CITY, and COUNTY; and

WHEREAS, PROJECT is within the shared geographical boundaries of CITY and COUNTY and

WHEREAS, PROJECT is of general interest to CITY and COUNTY; and

WHEREAS, for the purpose of providing funding for PROJECT, COUNTY, as lead agency, entered into an amended Funding Agreement No. FA.P00F3310 (FA) dated March 20, 2025 with the Los Angeles County Metropolitan Transportation Authority (Metro); and

WHEREAS, COUNTY is willing to utilize and share with CITY the funding provided for in COUNTY/Metro FA FA.P00F3310 to finance a portion of COST OF PROJECT; and

WHEREAS, COST OF PROJECT includes the COST OF PRELIMINARY ENGINEERING, COST OF CONSTRUCTION CONTRACT, and COST OF CONSTRUCTION ADMINISTRATION; and

WHEREAS, the total COST OF PROJECT is currently estimated to be Nine Million One Hundred Six Thousand Nine Hundred and 00/100 Dollars (\$9,106,900.00); and

WHEREAS, under the FA, Metro will provide to COUNTY a grant (GRANT) of up to a maximum of Eight Million Five Hundred Seventy-Three Thousand Eight Hundred and 00/100 Dollars (\$8,573,800.00) for PROJECT; and

WHEREAS, allocation of the Metro grant is currently estimated to be, Seven Million Seven Hundred Fifty-One Thousand Six Hundred and 00/100 Dollars (\$7,751,600.00) towards CITY's jurisdictional share, Eight Hundred Twenty-Two Thousand Two Hundred and 00/100 Dollars (\$822,200.00) towards COUNTY's jurisdictional share.

WHEREAS, CITY is willing to finance its jurisdictional share of COST OF PROJECT currently estimated to be Eight Million Two Hundred Fifty Thousand Three Hundred and 00/100 Dollars (\$8,250,300.00) by claiming its share of COUNTY/Metro grant funds, currently estimated to be Seven Million Seven Hundred Fifty-One Thousand Six Hundred and 00/100 Dollars (\$7,751,600.00) and contributing other CITY funds in the amount of Four Hundred Ninety-Two Thousand Eight Hundred and 00/100 Dollars (\$492,800.00) to finance a portion of the COST OF PROJECT; and

WHEREAS, COUNTY agrees to contribute funds of Five Thousand Nine Hundred and 00/100 Dollars (\$5,900.00) to finance a portion of CITY'S COST OF PROJECT; and

WHEREAS, CITY agrees to contribute funds of Four Hundred Ninety-Two Thousand Eight Hundred and 00/100 Dollars (\$492,800.00) to finance a portion of the COST OF PROJECT; and

WHEREAS, CITY'S estimated share is the sum of actual quantities of construction contract items utilized within CITY jurisdiction less the grant amount for grant eligible items plus thirty (30) percent of that for PRELIMINARY ENGINEERING cost, twenty (20) percent of that for CONSTRUCTION ADMINISTRATION cost, twenty (20) percent of that for contingencies, and three and a half (3.5) percent of combined costs of PRELIMINARY ENGINEERING and CONSTRUCTION ADMINISTRATION towards contract city liability trust fund altogether estimated to be Eight Million Two Hundred Fifty Thousand Three Hundred and 00/100 Dollars (\$8,250,300.00); and

WHEREAS, BASIC TRAFFIC SIGNAL TIMING involves the timing parameters for the general operation of a traffic signal, which typically include, but is not limited to, defining the phases, attributes and timing values for each permitted phase, pedestrian movement, and assigning detection; and

WHEREAS, COORDINATION TRAFFIC SIGNAL TIMING involves the timing parameters that allow multiple traffic signals to be synchronized with each other, which typically include defining coordination cycle lengths, offsets and time of day operations for each traffic signal coordination plan; and

WHEREAS, COUNTY agrees to be responsible to perform or cause to be performed the PRELIMINARY ENGINEERING, solicitation of construction bids and award of CONSTRUCTION CONTRACT, and CONSTRUCTION ADMINISTRATION for PROJECT; and

WHEREAS, COUNTY agrees to be responsible to perform or cause to be performed the equipment and system testing and develop and implement the BASIC TRAFFIC SIGNAL TIMING and COORDINATION TRAFFIC SIGNAL TIMING for PROJECT; and

WHEREAS, such a proposal is authorized and provided for by the provisions of Sections 6500 and 23004, et seq., of the Government Code and Sections 1685 and 1803 of the California Streets and Highways Code.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and of the promises herein contained, it is hereby agreed as follows:

(1) DEFINITIONS:

- a. The term JURISDICTION, as referred to in this AGREEMENT, shall be defined as the area within the jurisdictional boundary of each governmental entity party to this AGREEMENT.
- b. PRELIMINARY ENGINEERING, as referred to in this AGREEMENT, shall consist of environmental findings and approvals/permits; design survey; soils report; traffic index and geotechnical investigation; preparation of plans, specifications, and cost estimates; right-of-way engineering; utility engineering; and all other necessary work prior to advertising of PROJECT for construction bids.
- c. COST OF CONSTRUCTION CONTRACT, as referred to in this AGREEMENT, shall consist of the actual payments to the construction contractor(s) for PROJECT and the total of all payments to utility companies or contractor(s) for the relocation of facilities necessary for the construction of PROJECT, and the cost of any additional unforeseen work that is necessary for the construction of PROJECT.
- d. CONSTRUCTION ADMINISTRATION as referred to in this AGREEMENT shall consist of construction contract administration, construction inspection, materials testing, construction survey, traffic detour, signing and striping, construction engineering, utility relocation and coordination matters, changes and modifications of plans and specifications for PROJECT necessitated by unforeseen or unforeseeable field conditions encountered during construction of PROJECT, construction contingencies, and all other necessary work after advertising of PROJECT for construction bids to cause PROJECT to be constructed in accordance with said plans and specifications approved by CITY and COUNTY.
- e. COST OF PROJECT, as referred to in this AGREEMENT, shall consist of the COST OF CONSTRUCTION CONTRACT and costs of PRELIMINARY ENGINEERING, CONSTRUCTION ADMINISTRATION, BASIC TRAFFIC SIGNAL TIMING, and COORDINATION TRAFFIC SIGNAL TIMING for traffic signals within PROJECT limits, right-of-way acquisition and clearance matters, and all other work and materials necessary to construct PROJECT in accordance with the approved plans and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any or all of the aforementioned items.

- f. Completion of PROJECT as referred to in this AGREEMENT shall be defined as the date of field acceptance of construction of PROJECT (minus the portion within CITY'S JURISDICTION) by COUNTY and date of acceptance by CITY of the portion within CITY'S JURISDICTION.

(2) CITY AGREES:

- a. To finance CITY'S share of COST OF PROJECT, the actual amount of which is to be determined by a final accounting, pursuant to paragraph (4) c., below.
- b. To deposit with COUNTY, following execution of this AGREEMENT and upon demand by COUNTY, CITY funds in the amount of Four Hundred Ninety-Two Thousand Eight Hundred and 00/100 Dollars (\$492,800.00) hereinafter referred as CITY'S PAYMENT. Said demand will consist of a billing invoice prepared by COUNTY and delivered to CITY.
- c. To obtain and grant to COUNTY any necessary temporary right of way within CITY for the construction of PROJECT at no cost to COUNTY.
- d. To issue to COUNTY a no-fee permit(s) authorizing COUNTY to construct those portions of PROJECT with CITY highway right of way on condition that the COUNTY'S contractor meets the insurance requirements as required and approved by the CITY's Risk Manager.
- e. To cooperate with COUNTY in conducting negotiations with and, where appropriate, issue notices to public utilities and owners of substructure and overhead facilities regarding the relocation, removal, operation, and maintenance of all surface and underground utilities and facilities, structures, and transportation services, which interfere with the proposed construction. Where utilities have been installed in CITY streets or on CITY property, CITY will provide the necessary right of way for the relocation of those utilities and facilities that interfere with the construction of PROJECT. CITY will take all necessary steps to assist COUNTY in utilizing the City's prior rights over utility companies and owners of substructure and overhead facilities and execute any necessary documentation to temporarily grant, transfer or assign such prior rights to the COUNTY when necessary for the COUNTY to construct and complete the PROJECT. All such prior rights shall revert to the CITY upon completion of the PROJECT.
- f. To authorize COUNTY to represent CITY pursuant to this AGREEMENT, in negotiations pertaining to the advertisement of PROJECT for construction bids, award, and administration of the construction contract and in all things necessary and proper to complete PROJECT.
- g. To review all change orders for PROJECT within CITY'S JURISDICTION and provide written approval or other response within five (5) business days of presentation by COUNTY. CITY'S approval may only be withheld for good

reason and in good faith. If CITY'S response is not received within said five (5) business days, COUNTY may proceed with change orders. CITY shall review and approve documents in an expeditious manner so as not to cause any impact on the progress and schedule of the PROJECT

- h. Upon completion of PROJECT: (1) to accept full and complete ownership of, and responsibility for, the PROJECT within CITY'S JURISDICTION; and (2) to maintain in good condition and at CITY expense all improvements constructed as part of PROJECT within CITY'S JURISDICTION, including the BASIC TRAFFIC SIGNAL TIMING and the COORDINATION TRAFFIC SIGNAL TIMING to support synchronization of traffic signals on Avalon Boulevard.

(3) COUNTY AGREES:

- a. To perform or cause to be performed the preliminary engineering, contract administration, construction inspection and engineering, utility engineering and relocation, traffic detour, BASIC TRAFFIC SIGNAL TIMING, TRAFFIC SIGNAL COORDINATION TIMING, and final signing and striping for PROJECT.
- b. To act as lead agency, prepare the necessary environmental documents, and make the required environmental findings for PROJECT pursuant to the California Environmental Quality Act.
- c. To contribute toward CITY'S share of COST OF PROJECT, currently estimated to be Five Thousand Nine Hundred and 00/100 Dollars (\$5,900.00)
- d. To submit an invoice to CITY in the amount of Four Hundred Ninety-Two Thousand Eight Hundred and 00/100 Dollars (\$492,800.00) upon adoption of this AGREEMENT by COUNTY.
- e. To obtain CITY'S approval of plans for PROJECT prior to advertising for construction bids.
- f. To advertise PROJECT for construction bids, to award and to administer the construction contract, and to act on behalf of CITY in all negotiations pertaining thereto.
- g. To administer the design and construction of PROJECT in accordance with all regulations and requirements of Metro relating to the expenditure of Proposition C Local Return funds and Proposition C Twenty-five Percent (25%) Discretionary funds and Measure M Funds and Funding Agreement No. FA.P00F3310 between COUNTY and Metro. COUNTY'S records for PROJECT shall be open to inspection and subject to audit and reproduction by COUNTY, CITY and Metro, or any of their duly authorized representatives, and shall be retained by COUNTY for a period of not less than seven (7) years after final payment to contractor(s) for PROJECT.

- h. To provide all change orders for PROJECT within CITY'S JURISDICTION to CITY in a timely manner via electronic mail notification to the CITY inspector/office engineer assigned to the PROJECT. If CITY does not respond within five (5) business days, COUNTY may proceed with change orders.
- i. To ensure that CITY and its elected and appointed officers, employees, volunteers and agents are named as additional insured parties under the construction contractor's(s') Contractor's General Liability and automobile insurance policies.
- j. To furnish to CITY, within one hundred eighty (180) calendar days after final Board acceptance of PROJECT minus the portion within CITY'S JURISDICTION, a final accounting of the actual CITY'S share of COST OF PROJECT including an itemization of actual unit costs and actual contract quantities, as specified in paragraph (3) a., above.
- k. To perform or cause to be performed the equipment and system testing and to develop and implement the BASIC TRAFFIC SIGNAL TIMING and COORDINATION TRAFFIC SIGNAL TIMING for the PROJECT.

(4) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. The financial obligations of COUNTY pursuant to this AGREEMENT are conditional upon COUNTY obtaining reimbursement from Metro pursuant to Funding Agreement No. FA.P00F3310 between COUNTY and Metro. If COUNTY and/or Metro fails to provide its financial contribution, then COUNTY shall refund CITY'S payment within ninety (90) calendar days after notice from Metro to COUNTY that Metro funds are not available.
- b. The final accounting of the actual total COST OF PROJECT shall allocate said total cost between CITY and COUNTY based on the previously agreed upon improvements and/or work completed. Thus, the cost of all work or improvements (including all engineering, administration, and all other costs incidental to PROJECT work), previously agreed upon as CITY'S share of the COST OF PROJECT, shall be borne by CITY. The cost of all work or improvements (including all engineering, administration, and all other costs incidental to PROJECT work), previously agreed upon as COUNTY'S share of the COST OF PROJECT, shall be borne by COUNTY.
- c. That if at final accounting CITY'S share of COST OF PROJECT exceeds CITY'S PAYMENT, as set forth in paragraph (2) b., above, CITY shall pay to COUNTY the additional amount upon demand. Said demand shall consist of a billing invoice prepared by COUNTY. Conversely, if the CITY'S share is less than CITY'S PAYMENT, COUNTY shall refund the difference to CITY without further action by CITY.

- d. That if CITY'S PAYMENT, as set forth in paragraph (2) b., above is not delivered to COUNTY office, which is described on the billing invoice prepared by COUNTY within sixty (60) calendar days after the date of said invoice, notwithstanding the provisions of Government Code Section 907, COUNTY may satisfy such indebtedness, including interest thereon, from any funds of CITY on deposit with COUNTY after giving notice to CITY of COUNTY'S intention to do so.
- e. CITY shall review the final accounting invoice prepared by COUNTY and report in writing any discrepancies to COUNTY within sixty (60) calendar days after the date of said invoice. Undisputed charges shall be paid by CITY to COUNTY within sixty (60) calendar days after the date of said invoice. COUNTY shall review all disputed charges and submit a written justification detailing the basis for those charges within sixty (60) calendar days of receipt of CITY'S written report. CITY shall then make payment of the previously disputed charges or submit justification for nonpayment within sixty (60) calendar days after the date of COUNTY'S written justification.
- f. COUNTY at any time may, at its sole discretion, designate an alternative payment mailing address. CITY shall be notified of such changes by invoice prepared by COUNTY and delivered to CITY.
- g. During construction of PROJECT, COUNTY shall furnish an inspector or other representative to perform the functions of an inspector. CITY may also furnish, at no cost to COUNTY, an inspector or other representative to inspect construction of the PROJECT. CITY shall have no obligation to inspect the PROJECT and no liability shall be attributable as a result of CITY'S inspection or failure to inspect. Said inspectors shall cooperate and consult with each other, but the orders of COUNTY inspector to the contractor or any other person in charge of construction shall prevail and be final, and COUNTY inspector shall be responsible for the proper inspection of PROJECT as needed.
- h. This AGREEMENT may be amended or modified only by mutual written consent of COUNTY and CITY. Amendments and modifications of a nonmaterial nature may be made by the mutual written consent of the parties.
- i. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY: Dr. Arlington C. Rodgers, Jr.
Director Public Works Department
City of Carson
18620 S Broadway
Gardena, CA 90248

COUNTY: Mr. Mark Pestrella
Director of Public Works
Los Angeles County Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

- j. COUNTY and CITY acknowledge and recognize that the improvements contemplated by this AGREEMENT provide significant regional and local benefits with respect to reducing traffic congestion. COUNTY and CITY further acknowledge and recognize that the cost of defending claims and lawsuit arising from the improvements contemplated by this AGREEMENT is paid for by public monies and both parties share an interest in reducing the amount of public monies spent on defending claims and lawsuits where possible without prejudicing their respective defenses.
- k. In the event that a claim lawsuit is brought against COUNTY and CITY based on the allegation that the design, construction, maintenance, or operation of the improvements constructed under this AGREEMENT proximately caused injuries or damage, COUNTY and CITY agree to cooperate as much as possible with respect to defending the claim or lawsuit without causing prejudice to their respective defenses to the claim or lawsuit. Upon receipt of the claim or lawsuit, the COUNTY and CITY, through their respective agents if appropriate, shall promptly investigate the matter. COUNTY and CITY shall then meet and confer promptly regarding whether a joint defense is appropriate or if one party should tender its defense and indemnification to the other party.
- l. Neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability occurring by reason of any act or omission on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to, assumed by, or determined to be the responsibility of CITY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any act or omission on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT. Where liability for injury (as defined by Government Code, Section 810.8) is sought to be imposed under Section 830, et seq., of the Government Code for a dangerous condition of property owned by or under the control of CITY, CITY shall fully defend, indemnify, and hold COUNTY harmless from any and all liability arising from such dangerous condition.
- m. Neither CITY nor any officer or employee of CITY shall be responsible for any damage or liability occurring by reason of any act or omission on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT. It is also understood and agreed that, pursuant to Government

Code, Section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any act or omission on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT.

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IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their officers, duly authorized by the CITY OF CARSON on _____, 2026, and by the COUNTY OF LOS ANGELES on _____, 2026.

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By _____
Deputy

CITY OF CARSON

By _____
Mayor

ATTEST:

By _____
City Clerk

APPROVED AS TO FORM:

By _____
City Attorney

RESOLUTION NO. 26-034

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON CALIFORNIA, APPROVING FUNDING AGREEMENT BETWEEN THE COUNTY OF LOS ANGELES AND THE CITY OF CARSON FOR PROJECT NO. 1688: TRAFFIC SIGNAL SYNCHRONIZATION (TSSP) - AVALON BOULEVARD FROM 126TH STREET TO SEPULVEDA BOULEVARD

WHEREAS, the City of Carson's Capital Improvement Program (CIP) calls for the design and construction of Project No. 1688: Traffic Signal Synchronization (TSSP) – Avalon Boulevard from 126th Street to Sepulveda Boulevard, which will modify and synchronize the traffic signals along Avalon Boulevard from 126th Street to Sepulveda Boulevard to assist in the flow of traffic; and

WHEREAS, the County of Los Angeles is the lead agency on the project and has entered into a funding agreement with the Los Angeles County Metropolitan Transportation Authority (LACMTA) to fund \$7,751,600 of the \$8,250,300 scope within the City's jurisdiction; and

WHEREAS, the remaining funding required will be provided by the City of Carson in the amount of \$492,800, and by the County of Los Angeles in the amount of \$5,900; and

WHEREAS, the City Council is requested to approve the Funding Agreement between the City of Carson and the County of Los Angeles to facilitate the construction phase of Project No. 1688.

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

Section 1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.

Section 2. Approval of Funding Agreement. The City Council hereby approves the Funding Agreement with the County of Los Angeles for the Project No. 1688, a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference and authorizes the Mayor to execute the same.

Section 3. Further Acts. The City Manager, Director of Public Works and City Clerk are hereby authorized and directed to execute such other documents and certificates, and to perform such other acts and deeds, as may be necessary or convenient to effect the purposes of this Resolution and the transactions herein authorized.

Section 4. Severability. The City Council declares that, should any provision, section, paragraph, sentence or word of this Resolution be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this Resolution as hereby adopted shall remain in full force and effect.

Section 5. Certification. The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

Section 6. Effective Date. This Resolution shall be effective immediately upon its adoption.

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PASSED, APPROVED, and ADOPTED this 7th day of July, 2026.

Lula Davis-Holmes, Mayor

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:

Sunny K. Soltani, City Attorney

EXHIBIT “A”

Funding Agreement with County of Los Angeles



BUILDING A STRONGER L.A.

Karen Bass, Mayor

Board of Commissioners

Allan T. Marks, President

Nurit D. Katz, Vice President

Rudy J. Ortega Jr.

Wilma J. Pinder

Benny B. Tran

Chante L. Mitchell, Secretary

David W. Hanson, Interim General Manager

April 15, 2026

Mr. Brian Smith
Principal Engineer
Los Angeles County Department of Public Works
PO Box 1460
Alhambra, CA 91802

Dear Mr. Smith:

Subject: LADWP File No. P-102381 – Letter of Non-Objection (LNO)
Los Angeles County Department of Public Works
Avalon Boulevard Median Improvements – Carson, CA 90746
LADWP Century-Wilmington Transmission Line Right-of-Way No. 16
Assessor's Parcel Numbers 7319-004-275 et al.

The Los Angeles Department of Water and Power (LADWP) has received the e-mail response from the Los Angeles County Department of Public Works (LACDPW) on June 26, 2023, updating the scope of work and plans for LACDPW's Avalon Boulevard median improvements (Project) within the LADWP Transmission Line Right-of-Way No. 16 (TLRW). The proposed improvements are along Avalon Boulevard at multiple intersections in the City of Carson, CA.

LADWP has reviewed the request and has no further comments. Enclosed are the plans stamped "Reviewed and Accepted by Power System Right-of-Way Engineering on 05/31/2024."

Permission is contingent on LADWP receiving a countersigned copy of this Letter of Non-Objection (LNO) from LACDPW and the City of Carson, indicating acceptance of the terms and conditions listed below.

Conditions:

1. Enclosed are the approved plans, exhibits, and pole data stamped "Reviewed and Accepted by Power System Right-of-Way Engineering on 05/31/2024."
2. LACDPW referenced herein shall pertain to its employees, agents, consultants, contractors, officers, patrons, or invitees of LACDPW, or any other affiliated entities of LACDPW.

3. LACDPW shall acknowledge that the LADWP Transmission Line Rights-of-Way are integral components of the transmission line system, which provides electric power to the City of Los Angeles and other local communities. Their use is under the jurisdiction of the North American Electric Reliability Corporation (NERC), an organization of the Federal Energy Regulatory Commission (FERC). Safety and protection of critical facilities are the primary factors used to evaluate secondary land use proposals. The TLRW serves as a platform for access, construction, facility expansion and emergency operations. Therefore, the proposed use may, from time to time, be subject to temporary disruption caused by such operations.
4. LACDPW shall be responsible for the maintenance of the Project area and shall keep the area in a neat and clean condition within the TLRW.
5. City of Carson shall be responsible for the maintenance of the Project improvements.
6. LADWP shall not be liable for any damage to the Project during LADWP's operation and maintenance activities, except in cases where such damage is caused by LADWP's negligence or willful misconduct.
7. LACDPW shall contact a representative of LADWP's Overhead Transmission Group at (818) 771-5076 or (818) 771-5035, at least thirty (30) days prior to the start of any construction activities in the TLRW for a pre-construction meeting.
8. Prior to commencement of construction activities, LACDPW shall provide the specifications of equipment that will be crossing under the TLRW for review and approval by a representative of LADWP's Overhead Transmission Group. Equipment specifications shall illustrate the vehicle's wheelbase, travel height, boom height, and weight.
9. Means and methods of construction for the proposed Project must be coordinated with LADWP's Overhead Transmission Group to ensure that adequate clearance can be maintained with equipment in the TLRW during construction and with the transmission lines energized.
10. No improvements or construction activities of any kind whatsoever will be allowed within the TLRW without the prior written approval of LADWP.
11. No grading or structures shall be constructed within the TLRW without prior written approval of LADWP.

12. No equipment over fourteen feet in height shall be used within the TLRW without prior written approval of LADWP.
13. No equipment shall be allowed to set up directly under the LADWP transmission lines.
14. If cranes or other high equipment that could potentially encroach into clearance requirements are used, it may call for any or all the following: qualified electrical workers, electrical safety observers, or de-energized lines during pole installation.
15. Grading activity resulting in a vertical clearance between the ground and the transmission line conductor elevation less than thirty-five (35) feet or as noted in the CPUC, General Order No. 95 within the TLRW is unacceptable.
16. California Code of Regulations, Title 8, Section 2700 defines "qualified electrical workers" as "a qualified person who by reason of a minimum of two years of training and experience with high-voltage circuits and equipment and who has demonstrated by performances familiarity with the work to be performed and the hazards involved." At all times during installation and/or maintenance of any improvement authorized within the TLRW, the LACDPW shall have at least one qualified electrical worker on site to observe and ensure the said work complies with California Occupational Safety and Health Administration (OSHA) safety protocols.
17. If any excavations are required, utility agencies within the proposed excavation sites shall be notified of impending work. LACDPW shall be responsible for coordinating the relocation of utilities, if any, within the Project boundaries. Before commencing any excavations, contact Underground Service Alert (a.k.a. DigAlert).
18. Vehicle and/or truck repair, refueling, washing, and change of oil, are prohibited within the TLRW.

INDEMNIFICATION – GENERAL:

LACDPW has inspected the TLRW where the Project shall impact, knows the condition thereof, and on behalf of itself and its successors, assigns, and sublicensees undertakes and agrees to indemnify and hold harmless the City of Los Angeles, LADWP, the Board of Water and Power Commissioners of the City of Los Angeles, and all of its officers, agents, successors in interest, insurers, assigns and/or employees (individually and collectively, "LADWP Indemnitees"), and at the option of LADWP, defend by counsel satisfactory to LADWP, LADWP Indemnitees from and against any

Mr. Smith
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April 15, 2026

and all liens and claims of liens, suits, causes of action, claims, administrative proceedings, charges, damages (including but not limited to indirect, consequential, and incidental), demands, judgments, civil fines, penalties, including but not limited to costs, expenses, and legal liability for environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remediation, penalties and fines arising from the violation of any local, regional, state, or federal law, or regulation, disbursements, and other environmental response costs or losses of any kind or nature whatsoever that are incurred by or asserted against the LADWP Indemnitees, for death, bodily injury or personal injury to any person, including but not limited to LACDPW's employees, customers, contractors of any tier, invitees and agents, or persons who enter onto the premises while this LNO is in effect, or damage or destruction or loss of use of any property of either party hereto, or third persons in any manner arising by reason of, incidental to, or connected in any manner to: 1) this LNO; 2) the premises; 3) the acts or omissions of LACDPW or its officers, employees, contractors, agents, or invitees; or 4) the release or spill of any legally designated hazardous material or waste, resulting from or incident to the presence upon or performance of activities by LACDPW or its officers, agents, employees, contractors or sublicensees with respect to any area covered under this LNO; except for the sole negligence or willful misconduct of LADWP. This indemnity shall apply whether occurring during the term of this LNO and any time thereafter and shall be in addition to any other rights or remedies which the LADWP Indemnitees have under law or under this LNO.

LADWP assumes no liability whatsoever for any damages that in any way arise from the Project. LACDPW remains liable for all hazards created and for any damage resulting from the Project, its construction and/or maintenance.

The LACDPW shall submit acceptable evidence of required insurance, from insurers acceptable to LADWP within 30 days of the date the LNO is fully executed and maintain the required insurance current throughout the term of the LNO. As a public entity, LACDPW may satisfy this requirement through the use of self-insurance, risk pooling or risk retention, or any combination thereof at LACDPW's option. Said evidence of insurance must be on file with the LADWP Risk Management Section to commence work under this LNO. For further information regarding these requirements, please contact:

The Risk Management Section
Los Angeles Department of Water and Power
Email: Riskmanagement@ladwp.com

Mr. Smith
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The proof of insurance shall be uploaded to LADWP's Insurance Compliance System, which can be accessed through the LADWP Risk Management website:

<http://www.ladwp.com/riskmanagement>

If assistance is required, the LACDPW may review the instructions on the website or contact Risk Management at the e-mail address provided above.

This LNO is effective upon the date of signed acceptance of all its conditions by the authorized representative(s) of LACDPW and City of Carson.

All inquiries concerning this matter should reference LADWP File No. P-102381. If you have any questions or need additional information, please contact Sayaka Meguri, Property Manager, at (213) 202-7902 or by e-mail at Sayaka.Meguri@ladwp.com. You may also call Real Estate Services at (213) 367-0564.

Sincerely,



Adriana Rubalcava
Director of Real Estate

SM:jc
Enclosures

ACKNOWLEDGMENT OF RECEIPT

Receipt of this Letter of Non-Objection is hereby acknowledged. The Terms and Conditions set forth in the Letter of Non-Objection are hereby accepted and will be exercised on this 16 day of April 2026.

Los Angeles County Department of Public Works



Authorized Signor

Name: Brian D. Smith

Title: Principal Engineer

City of Carson

Authorized Signor

Name: _____

Title: _____

RESOLUTION NO. 26-069

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 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)
219-99-999-904-8023-PW1688	CIP – Traffic Signal	\$492,800.00

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 July 7, 2026, the same shall be in force and effect.

PASSED, APPROVED, AND ADOPTED this 7th day of July, 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. 26-069 adopted by the City of Carson City Council at its meeting held on July 7, 2026 by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMEBES:

ABSENT: COUNCIL MEMBERS:

Dr. Khaleah K. Bradshaw, City Clerk

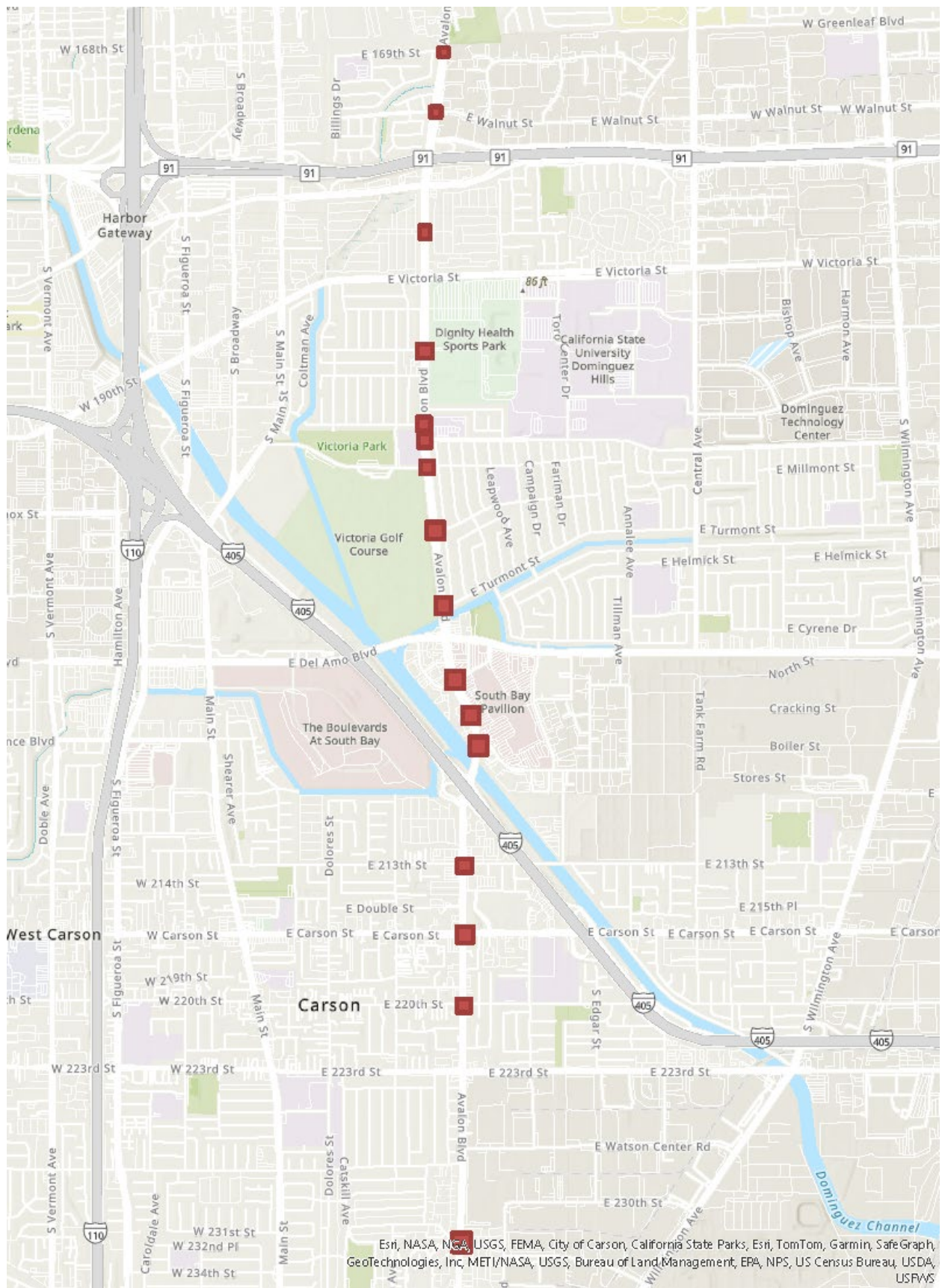
PROJ #	PROJECT NAME	Adopted FY26-27 Funding	FY26-27 Revised
PW0675	Sepulveda Blvd -Widening	\$ 6,456,186.00	\$ 6,456,186.00
PW1368	Carriage Crest Park Expansion and Improvement Project	\$ 3,000,000.00	\$ 3,000,000.00
PW1393-5	Avalon Boulevard - from Lomita Blvd to 223rd Street Roadway Reconstruction	\$ -	\$ -
PW1396	Dominguez Street Roadway Reconstruction	\$ -	\$ -
PW1411-5	Avalon Boulevard - from Lomit Blvd to 223rd Street Concrete Replacement	\$ -	\$ -
PW1413-5	Annual Slurry Seal & Crack Seal Program (Preventative Maintenance)	\$ -	\$ -
PW1416	Calas Park & Fosia Park Roof Repair	\$ 500,000.00	\$ 500,000.00
PW1451	Bike lane installation on Avalon Boulevard, Central Avenue, Del Amo Boulevard, 223rd Street, Main Street, Victoria Street, and Carson Street	\$ -	\$ -
PW1452	Bike lane installation and median modifications on Figueroa Street, Main Street, 223rd Street, and Avalon Boulevard.	\$ 8,727,481.00	\$ 8,727,481.00
PW1484	Dugout Cover Installation at 9 Parks	\$ -	\$ -
PW1490	Dominguez Channel Bike Path I	\$ 500,000.00	\$ 500,000.00
PW1515	Carson Stormwater Capture Facility at Carriage Crest Park	\$ -	\$ -
PW1534	Active Transporation Program - Santa Fe Bike Lane	\$ 1,500,000.00	\$ 1,500,000.00
PW1600	Dominguez Channel Bike Path II	\$ 500,000.00	\$ 500,000.00
PW1608	MLK Blvd Improvements	\$ -	\$ -
PW1610	Foisia Park Design and Construction	\$ -	\$ -
PW1612	Traffic Signal Installation- Broadway and Griffith	\$ -	\$ -
PW1613	Traffic Signal Installation - Main St at Lenardo Dr	\$ -	\$ -
PW1615	Traffic Signal Installation - Lenardo Dr at Stamps Dr	\$ -	\$ -
PW1616	Traffic Signal Installation-3 Driveways - Lenardo Dr at FOLA Driveways	\$ -	\$ -
PW1617	Lenardo Drive	\$ 49,333,243.00	\$ 49,333,243.00
PW1620	Lomita Blvd-Street Improvement - Figueroa to Avalon	\$ -	\$ -
PW1630	Anderson Park Electrical Panel- Design and Construction	\$ -	\$ -
PW1632	Community Center Coiling Wall & Seismic Analysis	\$ -	\$ -
PW1636	Mills Park Site Reconstruction Project	\$ 2,000,000.00	\$ 2,000,000.00
PW1639	Veterans Park Office & Meeting Room & Kitchen Refurbishment	\$ -	\$ -
PW1640	Replace Park Rubberized Play Surface and Playground Structures- Phase 2	\$ -	\$ -

PW1647	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	\$ 2,445,402.00	\$ 2,445,402.00
PW1648	Athletic Field and walking path replacement Lighting -LED	\$ 1,513,102.00	\$ 1,513,102.00
PW1649	Traffic Signal Intersection Upgrades - Avalon Blvd at Victoria, Main St at Sepulveda, Main St at 223rd St, and Figueroa St at Torrance Blvd	\$ 3,330,583.00	\$ 3,330,583.00
PW1657	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	\$ 4,323,500.00	\$ 4,323,500.00
PW1667	Upgrade existing traffic signal - Avalon Bl at Gardena Bl	\$ 967,501.25	\$ 967,501.25
PW1671	Dolphin Park Electrical Panel Upgrade - design and Construction	\$ -	\$ -
PW1673	Pool Slides Replacement at Dominguez Park and Hemingway Park	\$ -	\$ -
PW1674	Security Cameras	\$ -	\$ -
PW1676	City of Carson Stormwater Green Street Engineering, Design & Implementation (Gardena & Main Street & Avalon)	\$ 2,500,000.00	\$ 2,500,000.00
PW1682	Stormwater Master and Implementation Plan	\$ -	\$ -
PW1687	Carson Street Intelligent Transportation System (ITS) Project	\$ 888,705.72	\$ 888,705.72
PW1688	Traffic Signal Synchronization Project (TSSP) - Avalon Bl from 126th St to Sepulveda Bl	\$ -	\$ 492,800.00
PW1691	Avalon Street Rehabilitation	\$ -	\$ -
PW1692	Carson Stormwater & Runoff Project (O&M Carriage Crest Park)	\$ 373,234.39	\$ 373,234.39
PW1698	City Utilities Master Plan	\$ -	\$ -
PW1699	Community Center Upgrades - Dominguez Halls and Kitchen	\$ -	\$ -
PW1702	Lomita Boulevard Safety Improvements - Wilmington to Alameda	\$ 2,000,000.00	\$ 2,000,000.00
PW1706	Stevenson Park Bungalow Removal	\$ -	\$ -
PW1707	Stevenson Park Picnic Shelters	\$ -	\$ -
PW1710	Walnut St rehabilitation (Avalon to Central)	\$ -	\$ -
PW1712	Civic Building Mechanical Upgrade	\$ -	\$ -
PW1720	City Hall & Community Center Elevators	\$ -	\$ -
PW1723	International Sculpture Garden	\$ -	\$ -
PW1726	Community Center Courtyard (West) & Community Center East Parking Lot	\$ 161,000.00	\$ 161,000.00
PW1732	Solar @ Vets Park	\$ 2,000,000.00	\$ 2,000,000.00

PW1748	Corporate Yard Energy Efficient & Other Improvements - Evaluate and construct, if viable	\$ -	\$ -
PW1749	EV Bus Chargers	\$ 250,000.00	\$ 250,000.00
PW1753	University Drive Rehabilitation - Avalon Blvd to Wilmington Ave	\$ 4,444,000.00	\$ 4,444,000.00
PW1755	Santa Fe Ave. Rehabilitation - Carson St. to Del Amo Ave.	\$ -	\$ -
PW1756	Figueroa Street - Lomita to 223rd St.	\$ -	\$ -
PW1757	Main Street Rehabilitation - Lomita to 228th St	\$ 6,200,000.00	\$ 6,200,000.00
PW1758	Main Street - 228th St to Carson Street	\$ -	\$ -
PW1762	Wilmington Ave - Lomita Boulevard to 223rd Street - Roadway Reconstruction	\$ -	\$ -
PW1774	Sepulveda (110 Fwy to Figueroa)	\$ -	\$ -
PW1775	213th St. Street Lights	\$ -	\$ -
PW1776	Calas Park Stormwater Infiltration and Water Quality Improvements	\$ 5,980,000.00	\$ 5,980,000.00
PW1780	Victoria Street Transit Center	\$ 4,776,932.00	\$ 4,776,932.00
PW1784	Traffic Signal Modification	\$ 800,000.00	\$ 800,000.00
PW1785	Carson Bicycle Action Plan	\$ 553,625.05	\$ 553,625.05
PW1786	City Hall Bathroom and Kitchenette Renovations	\$ 1,036,767.49	\$ 1,036,767.49
PW1790	Community Center and Amphitheatre Lighting and AV Equipment Upgrade	\$ -	\$ -
PW1791	Citywide Pavement Maintenance Program	\$ 8,000,000.00	\$ 8,000,000.00
PW1792	Traffic Reliability Improvements	\$ -	\$ -
PW1793	URBAN FORESTRY MASTER PLAN & IMPLEMENTATION	\$ 401,189.00	\$ 401,189.00
PW1795	Mills Park Recreation Center Building Renovation	\$ 5,000,000.00	\$ 5,000,000.00
PW1796	Carson Civic Center Redevelopment	\$ -	\$ -
PW1797	Citywide Municipal Fiber Optic Network Phase I	\$ 6,250,000.00	\$ 6,250,000.00
PW1798	Delores Rehabilitation from Sepulveda to Carson Street	\$ -	\$ -
PW1799	Del Amo Rehabilitation from Main Street to Figueroa	\$ -	\$ -
PW1800	Citywide Stormdrain Repair	\$ -	\$ -
PW1801	Streetscape Master Plan - Civic	\$ 1,156,000.00	\$ 1,156,000.00
PW1803	Friendship Mini Park Land Acquisition & Expansion	\$ 1,430,000.00	\$ 1,430,000.00
PW1805	Calas Park	\$ -	\$ -
PW1806	Del Amo Park	\$ -	\$ -
PW1807	Foisia Park Aquatic Repairs	\$ -	\$ -
PW1808	Concrete Repairs at Pools Citywide	\$ -	\$ -

PW1809	Veterans Sports Complex Installation of HVAC, Solar Panels and Generator	\$ -	\$ -
PW1810	Walnut Mini-Park	\$ -	\$ -
PW1811	Carson Event Center	\$ -	\$ -
PW1812	Dominguez Park	\$ -	\$ -
PW1813	Dolphin Park, Dominguez Park	\$ -	\$ -
PW1814	Reflections Park	\$ -	\$ -
PW1815	Veterans Park Skate park	\$ -	\$ -
PW1816	Dominguez Park Pickleball Courts	\$ -	\$ -
PW1817	Foisia Park Pickleball Courts	\$ -	\$ -
PW1818	Security Cameras	\$ -	\$ -
PW1819	Phase projection for installing an enhanced intrusion alarm and Halo smart sensor system.	\$ -	\$ -
PW1820	Fire suppression system installation at the Carson Community Event Center	\$ -	\$ -
PW1821	Caltrans Interchanges	\$ -	\$ -
PW1822	Teen Center	\$ -	\$ -
PW1823	Wayfinding Signs	\$ -	\$ -
PW1824	Avalon Blvd. & Central Ave. from Turmont to University Dr. - Fence/Wall Replacement Project.	\$ -	\$ -
PW1825	Installation of Archways, Monuments Signs, and Wayfinding Signs - Citywide	\$ -	\$ -
PW1826	Monuments	\$ -	\$ -
PW1827	Shared Central Ave Project with City of Compton	\$ 874,908.13	\$ 874,908.13
PW1828	South Bay Travel Network	\$ 3,858,096.00	\$ 3,858,096.00
PW1829	Olympic Ready ITS	\$ 500,000.00	\$ 500,000.00
PW1832	Traffic Signal Installation at Grace Ave and 213th St	\$ 750,000.00	\$ 750,000.00
PW1833	Citywide Street Name Sign Replacement	\$ -	\$ -
PW1834	Citywide Municipal Fiber Optic Network Phase 2	\$ -	\$ -
PW1835	Community Center Flooring	\$ -	\$ -
PW1836	EV Chargers at City Facilities*	\$ -	\$ -
PW1837	Digital Banners*	\$ -	\$ -
PW1839	Traffic Signal Modification at Delores & Sepulveda	\$ 70,930.00	\$ 70,930.00
PW1840	Avalon Traffic Signal and Crosswalk Upgrades	\$ 38,500.00	\$ 38,500.00

PW1841	Safe Streets for All (SS4A)	\$ 241,960.00	\$ 241,960.00
PW1842	Traffic Signal Upgrade at Wilmington & Lomita	\$ -	\$ -
PW1843	Traffic Signal Upgrade at Avalon & Desford	\$ -	\$ -
PW1844	Park Marquee Signs	\$ -	\$ -
PW1845	Dominguez Channel Estuary Assessment Study	\$ 304,201.00	\$ 304,201.00
PW1846	Traffic Analysis for the Upcoming LA 2028 Olympics and Paralympics	\$ -	\$ -
PW1847	Traffic Signal Installation at Carriage Crest Entrance and Sepulveda Blvd.	\$ -	\$ -
PW1848	Citywide Concrete Maintenance Program	\$ -	\$ -
PW1849	Streetscape Master Plan - 223rd	\$ -	\$ -
PW1850	Public Works and Community Services Corporate Yard Roof Improvements	\$ 2,000,000.00	\$ 2,000,000.00
Grand Total		\$ 147,937,047.03	\$ 148,429,847.03



LOCATION MAP

Los Angeles County Avalon Traffic Signal Synchronization Project



Report to Honorable Mayor and City Council

Tuesday, July 7, 2026, 5:00 PM

CONSENT 29.

To: Honorable Mayor and City Council

From: Michael Whittiker, Community Services Director CS Administration

Subject: REVIEW THE AMENDED AND RESTATED FISCAL YEAR 2026/27 BUDGETS FOR CITY-WIDE SPECIAL EVENTS/FUND 244 AND COMMUNITY SERVICES SPECIAL EVENT/FUND 101 (CITY COUNCIL)

I. SUMMARY

At its June 16, 2026, meeting, the City Council adopted the Fiscal Year (FY) 2026-2027 Special Events Budget funded through Fund 244. Although the overall budget amount approved by the City Council was accurate, staff subsequently identified that several individual event funding allocations were inadvertently displayed incorrectly during the budget presentation. To ensure transparency and provide the public and City Council with an accurate accounting of approved funding levels, this report has been prepared to clarify and confirm the budget allocation for each special event. In addition, this report provides a comprehensive summary of all special events funded through the General Fund (Fund 101) within the Community Services Department budget. The events are organized by division, including Recreation and Community Services, to provide a complete overview of the City's planned programming and community events for FY 2026-2027. This information is intended to enhance public understanding of how special event funding is allocated and to ensure clear and accurate budget reporting.

II. RECOMMENDATION

1. RECEIVE and FILE report.

III. ALTERNATIVES

1. TAKE another action the City Council deems appropriate.

IV. BACKGROUND

Each year, the Community Services Department delivers a wide variety of special events and programs designed to engage, celebrate, and enrich the lives of Carson residents and visitors. These events have become longstanding community traditions, providing high-quality entertainment, cultural celebrations, and opportunities for residents to come together while supporting local businesses, community organizations, and public agencies. Collectively, these programs represent a hallmark of the Carson experience and serve as an important source of community pride and identity.

For budgeting purposes, Special Events are defined as activities funded through the City's Special Events Fund (Fund 244) that typically attract 500 or more attendees. For Fiscal Year (FY) 2026-2027, the City plans to host eight (8) Special Events: FamFest, Jazz Festival, Country Western Fair, Winterfest, Cinco de Mayo, Philippine Independence Day, Juneteenth, and Samoan Heritage Day. In addition, the annual State of the City event is supported through the Special Events Fund, although it is planned and coordinated by the Public Information Office (PIO).

The approved budget allocation for each individual Special Event is identified below. The total FY 2026-2027 Special Events budget is \$630,126.

Event	FUND 244 - FY 2026/27 Budget (Direct Costs)
FamFest	\$72,634
Jazz Festival	\$88,236
Country Western Fair	\$54,256
Winterfest	\$47,712
Cinco de Mayo	\$69,801
Philippine Independence Day	\$81,407
Juneteenth	\$69,061
Samoan Heritage Day	\$67,019
State of the City	\$80,000
Total	\$630,126

Division Programs are community activities and events administered by either the Recreation Division or the Community Services Division and funded through the City's General Fund (Fund 101). Unlike Special Events, these programs typically serve fewer than 500 participants and are designed to provide residents with a wide range of recreational, cultural, educational, and community engagement opportunities throughout the year. For Fiscal Year (FY) 2026-2027, the Recreation Division is offering ten (10) programs at a total estimated cost of \$180,260.

The Community Services Division is delivering eight (8) programs at a total estimated cost of \$288,500. This amount includes a contingency reserve of \$61,864 to address potential increases in full-time and part-time staffing costs, emergency medical and public safety services, unforeseen expenses, and fluctuations in entertainment or program costs. The combined FY 2026-2027 budget for all Division Programs funded through the General Fund is \$468,760. The approved budget allocations for each division's programs are presented below.

Recreation Division Events

Event	FUND 101 - FY 2026/27 Budget (Direct Costs)
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Samoan Flag Day	\$15,000
Clean N' Green	\$5,100
Halloween Carnival	\$26,300
Veterans Day	\$19,320
Black History Month	\$11,600
Nate Riddick Volunteer Banquet	\$41,000
Earth Day/Kids Fest	\$12,020
Memorial Day Tribute	\$9,600
Youth Conference	\$20,320
LA28 Day of Sport	\$20,000
Division Total	\$180,260

Community Services Division Events

Event	FUND 101 - FY 2026/27 Budget (Direct Costs)
Cajun Blues White Linen	\$72,000
Mariachi Fiesta	\$21,456
Women's Health Conference	\$80,000
Filipino American History Month	\$7,356
Tree Lighting	\$9,156
Tribute to Martin Luther King Jr.	\$14,456
Autism Acceptance 5K	\$12,356
Mental Health Forum	\$9,856
Contingency*	\$61,864
Division Total	\$288,500

**Contingency funds will be used to support unanticipated increases in FT and PT salaries, EMT/Emergency Services, unanticipated expenditures, and increases in the cost of entertainment.*

Community Services Department/Fund 101 Grand Total

Division	Total
Recreation	\$180,260
Community Services	\$288,500

Grand Total	\$468,760
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V. FISCAL IMPACT

The total Fiscal Year (FY) 2026-2027 budget for the nine (9) Special Events funded through the City's Special Events Fund (Fund 244) is \$630,126. In addition, Division Programs funded through the General Fund (Fund 101) total \$468,760, consisting of \$180,260 for Recreation Division programs and \$288,500 for Community Services Division programs.

VI. EXHIBITS

Not applicable.



Report to Honorable Mayor and City Council

Tuesday, July 7, 2026, 5:00 PM

DISCUSSION 30.

To: Honorable Mayor and City Council
From: Saron Shiferaw, Senior Clerk CMO Administration
Subject: CONSIDER AN UPDATE ON CITY PROJECTS (CITY COUNCIL)

I. SUMMARY

This report transmits a monthly ongoing informational update to the City Council, at Mayor Davis-Holmes' request, regarding various City projects that are underway or will begin soon. Detailed updates on projects are provided in the following City function areas: Community Development Department (Exhibit 1), Public Works Department (Exhibit 2), Information Technology Department (Exhibit 3), and the Public Safety Department within the City Manager's Office (Exhibit 4)

II. RECOMMENDATION

RECEIVE and FILE this report.

III. ALTERNATIVES

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

IV. BACKGROUND

The projects included in this report are meant to provide an update on current projects underway and those that will begin soon.

V. FISCAL IMPACT

The purpose of this item is to provide information only and there is no direct fiscal impact associated with this staff report. Most of the projects included within this report have fiscal impacts and these expenditures have either already been approved by the City Council or will be presented to the City Council for approval once ready and as needed. Any item that staff identifies as needing additional or new funding beyond the budgets that were previously approved by the City Council will be addressed separately from this report.

VI. EXHIBITS

1. Community Development Projects
2. Public Works Projects
3. Information Technology and Security Projects
4. Emergency Management and Public Safety Projects

Attachments

[Community Development Projects](#)

[Public Works Projects](#)

[Information Technology and Security Projects](#)

[Emergency Management and Public Safety Projects](#)

COMMUNITY DEVELOPMENT
PROJECT STATUS REPORT
July 7, 2026
CITY COUNCIL

	Name	Description	Status
1 D1	Envision Carson Apartments Manhattan Square Townhomes	21207 S. Avalon Blvd. Existing: 27.31 acres. Proposed: 1,115 residential dwelling units (consisting of 351 townhomes, 764 apartments), 10,000 square feet of restaurant area, and 111,581 square feet of publicly accessible but privately maintained open space	Under Construction - Estimated completion 24 months. Apartments product A-B in plan check for building plan check. Building C-D building submittal forthcoming. Building permits issued for models and first phases of Townhome products A, B, C and D, which are under construction. Remaining phases of Townhomes in plan check – revisions to solar, rails, retaining walls. Six-month deferral issued on signal COA on April 6 to allow temporary CofOs for townhome product. Grace Avenue improvements required prior to first CofO for any building. Engineering and traffic approval for Avalon Blvd. improvements and signal pending. Amended and Restated Development Agreement approved by City Council April 7, 2026. Waiting on Grace Ave. encroachments. Completing reimbursement agreement review process for Lennar.
2 D4	Carson Triangle Kott property at Avalon and 213 th St.	21140 S. Avalon Blvd. Existing: automobile dealerships and vehicle storage. Proposed: 315-unit residential project including 283 townhomes and 32 very low-income affordable rental units on 14 acres. No proposal has been received on the remaining parcels	Under Construction - Estimated completion 20 months. Demolition complete Building permits stamped ok to plan check only on April 6. Outstanding COAs, including affordable housing covenant.

	Name	Description	Status
			Final Map in Progress Coordinating affordable housing covenant
3 D1	The District Specific Plan Amendment Carson Goose Owner LLC Cells 3, 4 and 5.	Existing: Former landfill. Proposed: Cells 3, 4 and 5 will contain 1,567,090 square feet of light industrial development including 75,000 square feet of office space and approximately 12 acres of publicly accessible but privately owned and maintained open space community amenity areas and 10,000 square feet of commercial/retail uses, 12,600 square feet of restaurants	In Plan Check (Specific Plan Planning Areas 3) Lenardo Street improvements – second plan check for rough grading approved, structural footings, traffic signal location adjustments review in progress, and Del Amo median improvements in plan check with public works – planning approved. Specific Plan Amendment and related applications submitted
4 D2	Kim Family Trust	21240-21250 Main St. Existing: Vacant lot. Proposed: 19-unit market rate apartment consisting of two separate three-story buildings with at grade parking	Under Construction
5 D2	Golden State Alliance, LLC	138 W. 223 rd St. Existing: Single Family Residence. Proposed: Ten (10) attached condominiums consisting of two separate buildings with all market rate units, at grade 2 car garages, guest parking and private driveway	Closed due to inactivity.
6 D1	Chevron	17453-17455 Central Ave. Existing: Chevron service station with McDonald's restaurant. Proposed: Add a new self-service car wash	Approved by Planning Commission
7 D3	21611 Perry Street LLC	21611 S. Perry St. Existing: Vacant lot. Proposed: Self storage facility comprised of approximately 120,000 SF in a mix of one and two-story buildings and a 5,000 SF retail component. New application submitted requesting 62 residential condominium units	Approved. Residential application for 62 units was approved by Planning Commission and City Council. DA fully executed on 9/15/25. Agreement to Conditions executed on 9/15/25. Site is subject to a CLRRRA agreement. Site is subject to a CLRRRA agreement. Deposit replenishment on 7/21/25. Faring is transferring property to Lennar May 2026 (pending). Lennar will coordinate cleanup with DTSC through CLRRRA process. Cleanup has not started. Construction schedule pending approval of Remediation Action Plan by DTSC. Lennar must assume DA and establish reimbursement agreement.

	Name	Description	Status
8 D2	Carson Main Street LLC	20601 S. Main St. Existing: Vacant lot (formerly KL Fenix). Proposed: Three industrial buildings comprised of approximately 256,000 square feet including 137,000 square feet of warehouse, 92,000 square feet of manufacturing, 23,000 square feet of office, and 4,000 square-foot retail pad with 419 parking spaces, 18 dock doors, 6 at grade doors, and 3 trailer stalls	Approved. Pending plan check submittal
9 D3	Watson Land	2277 E. 220th St. Existing: two-story office buildings. Proposed: One 58,937 SF industrial building with 73 parking spaces and 12 dock doors. Development Agreement requesting increase in FAR from 0.4 to 0.5	In Plan Check. Planning Commission approved on 11/25/25.
10 D4	Prologis	24760 Main St., Permit trucking activities (existing building) within 100 feet from residential properties	Complete
11 D4	LiT 9 th St. 223 rd Carson LP	2104 E. 223 rd St. Existing: Former Poly One Corporation facility. Proposed: one industrial building comprised of approximately 130,000 square feet including 124,324 square feet of warehouse, 5,000 square feet of office, 5,000 square feet of mezzanine with 122 parking stalls and 15 dock doors	Construction complete.
12 D3	BSREP III Dominguez, LLC	2001 E. Dominguez St. Existing: Western Tube & Conduit Corporation. Proposed: one industrial building comprised of approximately 424,000 square feet including 408,990 square feet of warehouse, 15,000 square feet of office with 283 parking stalls, 136 trailer parking stalls and 68 dock doors	Complete
13 D3	California Water Service Group	21718 S. Alameda St. California Water has completed construction of a new groundwater production well to provided potable water to the public. Water quality of a new well has been established and has provided design parameters for the future onsite improvements. A new building will be used to house the well appurtenances, electrical, controls and pumping equipment. The preliminary building will be approximately 1,000 square feet	In Plan Check. Revisions submitted
14 D4	Avocet Battery	23320 Alameda. Existing: Aggregate recycling center. Proposed: A 200-megawatt Battery Energy Storage system on an approximately seven-acre site that will help augment Edison during power shortages	Approved. In Plan Check. Conditions under review. AMMR approved. CAO confirmed License Agreement is not needed since applicant has an agreement with railroad for encroachment purposes. All required fees paid. In Plan check for landscape, grading, demolition, and walls. Demolition plans approved.
15 D1	Ormat for VESI	18800 Broadway. Existing: Industrial/topsoil supplier operation. Proposed: A 100-megawatt Battery	Under Review. Community meeting held in January 2026. To ensure

	Name	Description	Status
		Energy Storage system on an approximately three-acre site that will help augment Edison during power shortages	community participation, second community meeting held on 2/10/26. Project was deemed complete. Item scheduled for 3/10/26 PC public hearing meeting and PC approved denial in 5-2 vote. An appeal to be heard by the CC was submitted on 3/23/26. Under review. Appeal heard on 5/5/26. Approval resolution with DA additional community benefits/point of sale & 1 st reading of DA approval ordinance to occur on 5/20/26. 5/20/26 CC in 3-2 vote restored DA to original with CC community benefits and applicant's defined point of sale. 2 nd reading ordinance for DA approved by CC on 6/3/26.
16 D2	Chris Barker	605 W. 228 th St. Proposed closure of existing Ocean Villa mobile home park	PAR considered withdrawn (inactive)
17 D1	Carson TH	18101 Avalon Blvd. Existing: Religious institution. Proposed: A 30-unit condominium development	Project Closed April 4, 2026, due to inactivity
18 D2	Maupin Development	215 W. Carson Street. Existing: 64,500 SF (4 lots), comprised of 3 single-family homes, storage sheds and an unpaved empty lot. Proposed: 35 Townhomes – two floors over parking; 29 units/3 bedrooms; 6 units/2 bedrooms with common and private open space	Approved. Applicant working with Engineering to schedule Final Map to CC. Landscape in plan check
19 D1	Anastasi	336 E. Carson Street. Existing: 90,000 SF (lot), formerly a collection of automotive repair businesses within two multi-tenant buildings measuring a total of 40,000 SF. Proposed: 50 Townhomes – two floors over parking; all 3 bedrooms/2 baths with common and private opens space	Approved. Applicant working with Engineering to schedule Final Map to CC. New property owner/developer obtained approval for a one-year extension of time application.
20 D4	Infinity CF, LLC	23820 Avalon Blvd. Existing: Former Scottsdale Discount Center building. Proposed: Two lot subdivision with a proposed Starbucks on one parcel and a carwash on the other	Construction complete.
21 D2	DOR 1959-24, TTM 1000008-24	21135 ½ Bolsa Ave., Eight (individual) single-family residences (SFR)	Concurrence letter signed. On 12/9/25 Planning Commission continued the matter. Community meeting scheduled for 6:30PM on March 4, 2026, at Carson Park Activity Room. Follow-up Community Meeting required. Targeting 2 nd week of April at same

	Name	Description	Status
			location. Applicant preparing redesign in response to community concerns.
22 D2	Vinfast	2009 East 223rd St. Vinfast electric car showroom, service center, and car storage for delivery to customers	Site vacated (business decision). Vinfast has submitted a letter to the City stating they will be vacating the site by end of June 2025. 07/29/25 staff conducted a site visit, confirmed unoccupied, and noted the property is for sale.
23 D2	SyWest	20100 Figueroa St. (placeholder address 20151 Main St.) Specific Plan, General Plan Amendment, Development Agreement, DOR for development of a big box user and associated retail	Under Review The preparation of the Specific Plan and technical studies for the DEIR are underway.
24 D4	Carson Hospitality Group Inc.	888 E. Dominguez St. Existing: Vacant restaurant. Proposed: Marriot TownePlace Suites Hotel and new bar/lounge, (111 key) and Tentative Parcel Map (TPM) to split one lot into two so that the new hotel	Hotel development project withdrawn/closed out. Plan Check for the new hotel expired. Applicant allowed entitlement to expire. Related Tentative Parcel Map (TPM) approved. Applicant moving forward with TPM.
25 D4	Target	20700 Avalon Blvd. Drive-up spaces	Under Construction/Awaiting Final Inspection
26 D4	Air Products	23300 Alameda St. Hydrogen Pipeline	Approved
27 D2	Birch Specific Plan	21809-21811 S. Figueroa St. Existing: Residential structures. Proposed: 4-story, 32-unit condominium development with public seating & public art	Partially constructed and going through ownership change. Construction expected to restart mid-2025
28 D1	Argo Warehouse	439 W. Gardena Blvd. Existing: Vacant lot. Proposed: New 3,754 SF warehouse	Under Construction
29 D4	Mobile Mini	22632 S. Alameda St. Construction of a cargo container storage facility that will consist of three modular office units and a maintenance canopy structure on a 14-acre site	Complete
30 D4	Air Products	23000 Alameda St. Existing: Industrial gas supplier. Proposed: Construct a new 2,626 SF modular bldg. with parking lot at the existing facility	Approved. In Plan Check
31 D4	Live Wire EV dealership	20507 Belshaw Ave. EV Motorcycle Dealership (Live Wire)	Approved. Operating
32 D4	Petroleum Tanks	2365 E. Sepulveda Blvd. Installation of two petroleum tanks at an existing tank farm. Capacity increasing from 22 to 24 storage tanks	Under Construction
33 D4	AT&T Monopine Foisia Park	23410 Catskill Ave. Wireless Communication antenna	On Hold

	Name	Description	Status
34 D4	Hyundai Dealership	2201 E. 223 rd St. Existing: Car dealership. Proposed: New Service Building	Under Construction
35 D2	Grace Orthodox Presbyterian Church	22511 Figueroa, A request for approval of a Tentative Parcel Map to subdivide a 1.59-acre parcel into two parcels	Approved
36 D1	South Bay Fleet Specialist	17126 S. Broadway St. Conditional Use Permit to operate an auto body and paint shop including a paint spray booth located inside the existing building.	Approved. Monitoring completion of conditions of approval
37 D1	ASPCA Animal Clinic	16300 Figueroa St. Existing: Vacant occupancy. Proposed: Animal Clinic development on an industrial site	Under Construction
38 D1	PowerPlay Pickleball	19401 S. Main St. Existing: Industrial building. Proposed: Redevelop site with a pickleball facility. This is a three-phased project. Interior tenant improvement: Indoor court and commercial areas (Phase 1), clubhouse (Phase 2) and outdoor courts (Phases 3). Commercial (10,264 SF) and court area (30,663 SF) <u>Phase 1:</u> Ten (10) Indoor Courts Status: Built Commercial (10,264 SF) consists of office, retail, employee areas, podcast studio, athlete recovery rooms, and seating area for juice bar portion Status: Under construction <u>Phase 2:</u> 6,878 SF Clubhouse includes a restaurant Status: Approved <u>Phase 3:</u> Twenty-one (21) Outdoor Courts Status: Under Review	Phase 1: Ten (10) Indoor Courts Status: Built Commercial (10,264 SF) consists of office, retail, employee areas, podcast studio, athlete recovery rooms, and seating area for juice bar portion Status: Under Construction A temporary certificate of occupancy (TCO) was issued while awaiting completion of the second-floor space. Phase 2: 6,878 SF Clubhouse includes a restaurant has been approved by Planning for obtaining permits. Phase 3: Under construction
39 D1	16325 -16407 S MAIN ST	Renovate an existing 159,373 SF industrial building on a 5.88-acre site including removing approx. 6,503 SF of existing office/mezzanine/warehouse space, exterior building facade improvement, interior tenant improvement and site and landscaping improvements. After renovation, the new building footprint will be reduced to approx.138,616 SF. The project also includes a lot line adjustment of the parcels	Approved
40 D1	KB Home	427 E. 220th St. Willow (formerly Cambria Ct.) Existing: Residential structures. Proposed: 35-unit condominiums designed as 2-story detached homes	Construction complete.
41 D2	22511 Figueroa St.	Specific Plan, DOR, Zone Change for 28-unit residential apartment development on a .69-acre lot	Under Review

	Name	Description	Status
42 D4	Carson Companies	1281 E. University Dr. at the northwest corner of University Dr. and Central Ave. Existing: Vacant site. Proposal: 5-acre retail center development with approx. 29,000 square feet of retail shops, 11,300 square feet of restaurant space, 25,500 square foot Boys and Girls Club	Under Review
43 D4	Shippers	1150 E. Sepulveda Blvd. Existing: 20AC lot in the Manufacturing Heavy, GP Heavy Industrial zone. Proposed: Request approval for a conditional use permit for truck parking, cargo container storage yard, installation of (4) modular enclosures with 5 standard vehicle parking spaces	Under Review. Awaiting applicant resubmittal. Site vacated per settlement agreement.
44 D1	Dutch Bros.	20377 Avalon Blvd. Existing: Former Pizza Hut. Proposed: 950 SF coffee business with drive-through.	Approved. Demo/Grading in Plan Check Building.
45 D2	Cal-Water	410 W Carson St. Updating and adding new equipment at an existing Cal Water facility	Formal submittal is pending
46 D2	McDonalds Drive-Through Preapplication Review (PAR)	22309 Main St. Existing: Vacant Proposed: PAR conceptual review of a 3,694 SF drive-through restaurant	Pre-application Review completed
47 D1	Carson Plaza Façade Improvement	615 E University Dr. Existing: Multi-tenant commercial center Proposed: Commercial façade improvement of an existing retail plaza	Approved. Under Construction
48 D1	Woojin Is. America Inc.	130 W. Victoria St. Existing: Industrial site. Admin DOR, tenant improvement (TI). Proposed: Refurbishing facility that provides transit vehicle assembly for Metro trains at an existing industrial building site	Approved. In Plan Check with Building and Safety
49 D1	Haro Property	20715 Avalon Blvd. Existing: Multi-tenant office building with retail and restaurant; Proposed: Hawaiian BBQ restaurant with drive through	On Hold (Interim Urgency Ordinance Moratorium Drive-through Restaurants)
50 D1	Rain for Rent	400 & 436 W. Walnut St. Existing: A warehouse & office building. Proposed: Demolish the warehouse and develop equipment rental yard (400) and retain the office (436) building with site and landscape improvements throughout both parcels (new landscaping, pavement, construction of an 8-foot-tall perimeter wall, add a new driveway, interior tenant improvements to support the operation of the equipment rental company)	Withdrawn
51 D1	404 E. Carson St.	404 E. Carson St. Existing: Samoan Federation Building, Proposed: Three-story, podium style mixed-use residential & commercial development (rental). Three 2-bed/2-bath townhouse units, two	Under Review, pending resubmittal

	Name	Description	Status
		1-bed/1-bath flats, and four studio units totaling 9 units built over ground floor level 752 SF commercial retail space and parking area on a 9,772 SF (0.22 AC) lot	
52 D2	316 W. 214 th St	316 W. 214 th St., Existing: Single-family residence Proposed: 4 rental units	Under Review
53 D1	SUR Auto Body	510 E. Alondra Blvd. Existing: Multi-tenant Warehouse 16,840 SF Proposed: Building 2 (approx. 7,200 SF), change use from warehouse to an auto body repair business located on a 0.90 AC lot	Under Review
54 D3	Crown Castle	21350 Alameda St. Existing: Wireless communications facility (cell tower) Proposed: Major modification to conditions request for extended expiration date	Approved
55 D3	Porsche Engineering U.S.	1154 Annalee Ln. Existing: Warehouse Proposed: Porsche Lithium Battery Evaluation Facility	Approved. Fire determined the amount (one to two EV batteries per month) is not considered to be hazardous material, so no CUP is required.
56 D4	A Better Tomorrow	20630 Leapwood Ave., Unit F Existing: Multi-tenant Industrial Condo center. Proposed: Social Services Office replacing former office use	Complete
57 D1	KL Fenix	19204 Figueroa, Existing: Warehouse. Proposed: New 83770 SF warehouse/office building with 6 dock doors replacing existing structures	Under Review
58 D1	J&J Carson, LLC	100 Carson Mall, Existing: 1 parcel. Proposed: Subdivide 1 parcel into 3 parcels	Approved
59 D1	ECM Management	18001 Main St. Proposed: New 60558 SF speculative warehouse building	Complete
60 D2	Maupin Development	438 W. Carson St. Existing: Credit Union Bank; Proposed: Acquire a portion of the property to build a 51-unit condo development with related site improvements. The bank remains as located.	Approved. Next step: applicant work with Transtech Engineering and Engineering Services and for Final Map
61 D1	Manilla Sunrise Restaurant	21828 Main St. Existing: Restaurant Proposed: Kitchen addition	Under Review, pending resubmittal
62 D4	Hyundai / Chevrolet Dealership Lot Split	2201 E. 223rd St. Proposed: Lot split. Division of a single lot containing two existing new car dealerships, Carson Hyundai and Carson Chevrolet.	Approved
63 D1	125 W. 219 th Pl. Lot Split	125 W. 219 th Pl. Proposed: Lot Split of a single parcel between two single family residences	Approved. Next step: applicant work with Transtech Engineering and Engineering Services for Final Map
64 D1	Carson Plaza Sign Program Modification	603 E. University Dr. Proposed: Sign Program Modification	Approved
65 D1	Auto Collision/Repair	16200 Main Street. Existing Light Industrial Building, Proposed: Change use from warehouse/manufacturing to auto collision/repair	Approved

	Name	Description	Status
66 D1	Rexford Warehouse Pre-application Review	1065 E. Walnut St., Existing: 143,640 SF warehouse; Proposed: Demolish the existing warehouse and construct a new 135,760 SF industrial building (127,760 SF warehouse space and 8,000 SF ground floor/mezzanine office space) with associated loading, parking, and landscaping areas.	Complete
67 D1	2 Luv One Another	520 E Carson Plaza Ct Unit 104 Existing Multi-tenant Office Building. Proposed: social service center to replace a former medical office	Complete
68 D3	1443 E. Carson St	1443 E. Carson St. Proposed: Demo an existing house and construct a 13-unit multifamily apartment and associated Tentative Parcel Map (TPM)	Due to inactivity, application is pending closure by staff.
69 D2	20920 Jamison Ave.	20920 Jamison Ave. Existing: Single-family residence Proposed: Build two new single-family residences	Approved, in plan check
70 D3	Papadakis Engineering	20909 S Brant Ave. Existing: Papadakis Racing + Engineering Division provides prototype Fuel Cell System (testing); Proposed: CUP for storage of Bottled Hydrogen on site for intermittent testing process of new prototype Fuel Cell System (RSOC)	Withdrawn
71 D3	Preapplication Review (PAR)	2320 E. Dominguez St. Existing: Proposed: “Dockzilla” Relocate and install new dock high modular building (33,600 SF) including new foundations, building slab, & necessary electrical, mechanical, and plumbing	Under Review
72 D2	Target (South Carson)	651 W. Sepulveda Blvd. Existing: Target Proposed: Façade improvement and remodel signage	Approved
73 D2	United Oil Convenience Store Remodel	22235 Figueroa St. Updated Façade, Interior renovation, and exterior repairs/maintenance	Approved, awaiting plan check submittal
74 D3	Promise Energy BESS	2011 E Carson St. Installation of new 368.64-Kilowatt BESS system and related new inverters to be integrated with an existing photovoltaic (solar) system	Under Review, pending resubmittal
75 D3	Lamberton Truck Yard	20915 Lamberton Avenue. Existing: Vacant Proposed: truck yard.	Under Review, pending resubmittal
76 D3	CenterPoint	2850 E. Del Amo Blvd. Existing: 264,000-square-foot warehouse building Proposed: Redevelop 19.18 acre with a new 154,351-square-foot concrete tilt-up building, truck yard, container/trailer storage, and related site improvements.	Under Review
77 D4	Phillips 66	1520 E. Sepulveda Blvd. Existing: Phillips 66 refinery Proposed: Diamond Gateway Project. Demolition, remediations, and redevelop 223-acre site with six (6) new tilt-up industrial buildings with ancillary	Under Review. Staff comment letter sent to applicant, CAO, and City environmental consultants. Draft Specific Plan under review.

	Name	Description	Status
		office uses. Three of the proposed industrial buildings would include cross-docks. Specific Plan and EIR required.	NOP is in progress. Scoping meeting held Wed., April 29, 2026. NOP public comment period extension ended June 12, 2026
78 D1	Avalon West	21243 Avalon Blvd. and 640 E. 213 th St. Proposed: 157-unit condominium project (17 deed-restricted very low income HH units, and 140 market-rate units)	Under Review
79 D1	North Carson Residences	1760, 1762, 1800 E. Glenn Curtiss St., 18701 Wilmington Ave., and 1815 University Dr. Existing: Business Park facilities Proposed: 396-unit multiple-family development (356 market-rate townhomes and 40 affordable housing rental units)	Under Review
80 D3	Dominguez Pizza	2653 E. Carson St. Construct a new two-story, 4,445 SF mixed-use building containing a restaurant at ground level and three rental units above. Also requesting reduction in required parking spaces.	Under Review, pending resubmittal
81 D2	Preapplication Review (PAR) KB Homes	23529 Figueroa St. PAR proposal to demolish a storage facility and redevelop site with a new gated 82-unit condominium designed as townhomes.	Review completed and response letter provided.
82 D1	18700 Broadway	18700 Broadway. Transloading company proposing to demolish the existing building, have outdoor storage, and related parking improvements.	Under Review, pending resubmittal & fee payment
83 D1	18121 Broadway	Renovation of 4-unit warehouse building and parking lot	Under Review
84	Tower Mobility LLC	19204 Figueroa, Existing: Warehouse. Proposed: privately-owned EV fleet dispatch hub operation	Under Review
85	Carson Civic Center Specific Plan	Propose a Specific Plan for the Carson Civic Center campus redevelopment	1/6/26 City Council approved
86 D3	Preapplication Review (PAR) Nathan Battle	21111 Wilmington Ave. Pre-application review. (Conceptual) Proposing construct a 52,500 SF warehouse containing 5,000 SF front office area including mezzanine, eight (8) loading doors and one drive-in door.	Complete
87 D4	Preapplication Review (PAR) Pacific Industrial	2403 E 223 rd St. Pre-application review. Existing: Vacant. (Conceptual) Proposing to redevelop an approximately 4.2-acre site with a private, fleet-oriented electric vehicle charging facility	Complete
88	Preapplication Review (PAR) LA County Sanitation	21024 Main Street. Pre-application review. Existing: Small structure identified as an existing pumping plant and generator. (Conceptual) Proposing new LA County Sanitation pumping plant, small building above ground, and major underground work.	Comment letter provided to applicant, awaiting comments from other divisions to provide to applicant and closeout review.

	Name	Description	Status
89	Brownfield Grants Awarded	Since 2022, City has been awarded five ECRG grants for \$1,426,000 and plus two EPA grants for \$1,500,000. Implementation is underway.	CSUDH / City kicked off the required community engagement efforts to tackle city-wide brownfield redevelopment and promote environmental health. Sites being environmentally assessed for redevelopment readiness: • Carson Housing Authority (526 W. Carson / 21704 S. Figueroa) - submitted Phase II ESA Workplan for DTSC approval. Bids for supplemental site investigation have been solicited. Oversight now being overseen by Regional Waterboard. • SyWest site - DTSC provided final approval of the Supplemental Site Investigation Workplan. Additional site assessment to determine the lateral extend of landfill is scheduled for later this year • Staff is assisting ALMA Backyard Farms with environmental assessment work for a site they are looking to Purchase 17505 S. Main Street. Staff is working on setting up a city-wide revolving loan fund (RLF) program with EPA awards. On 1/26, staff kickstarted the Brownfield Fellowship Program with CSUDH as part of its ECRG community engagement efforts. This effort will engage students in the university to learning more about brownfield redevelopment in Carson.
90	Brownfields (Grants Submitted)	US EPA brownfields job training grant to assist workers impacted closing refineries transition to green jobs	Grant application submitted on 9/26. Awarded week of Feb. 16 th .
91	Brownfields (Grants Under Review)	Transformative Climate Communities	Evaluating funding under this program for Carson and are actively developing a project list. A community engagement contract with CSUDH has been entered to further expand existing partnerships and make a more competitive TCC application.

	Name	Description	Status
92	Real Property (Acquisition Grant)	Successfully was awarded \$1.43 Million from LA County Regional Park and Open Space District (RPOSD)	Discussing next steps in the acquisition process with the property owner. Environmental assessment work has commenced. Staff is meeting with DTSC this week to discuss potential regulatory oversight to ensure that the site is clear for park use.
93	City of Carson	Proposed Ordinance to satisfy HCD requirements to Certify the City's Housing Element	Approved at the May 13 th Planning Commission and the June 3 rd City Council meeting. 2 nd Reading approved on June 17, 2025. June 18, 2025, the signed Ordinance was provided to HCD. On June 25, 2025, received HCD HE certification letter.
94	City of Carson	Carson 2040 General Plan Update, the Housing Element update will be presented to the Planning Commission in January and to the City Council in February to meet the state mandated deadlines	HCD informed the City the adopted housing element meets the statutory requirements of State Housing Element Law. However, the housing element cannot be found in full compliance until the City has completed necessary rezones to address the shortfall of sites to accommodate the Regional Housing Needs Allocation (RHNA). Staff worked with HCD to make necessary revisions to the City's zoning code and obtained the City's Housing Element certification. The implementation of the General Plan and the Housing Element are ongoing
95	City of Carson	Phase 1 Comprehensive Zoning Code Update to implement the General Plan. NOTE: Phase 1 excludes the non-residential portions of the code which will be prepared and presented later as Phase 2	Approved by Planning Commission and City Council
96	City of Carson	Phase 2 Comprehensive Zoning Code Update to implement the General Plan. NOTE: Phase 2 includes non-residential portions of the code	In Progress
97	City of Carson	Refining the Zoning Code - Amend Noise Ordinance and Noise Element for consistency purposes	On February 17, 2026, Approved by the City Council. Planning Commission recommended approval to City Council.
98	City of Carson	Focused sign ordinance amendment proposing to update and clarify on-site, business signage-related code sections.	Under Review. On June 24, 2025, the Planning Commission continued the item.
99	City of Carson	General Plan Amendment to request Safety Element Update in order recognizing the City of Carson Local Hazard Mitigation Plan as approved by the California	Approved.

	Name	Description	Status
		Governor's Office of Emergency Services (Cal OES) and the Federal Emergency Management Agency (FEMA) and to amend the safety element of the general plan to incorporate the city's 2024 Local Hazard Mitigation Plan in accordance with Assembly Bill 2140	On March 25, 2025, approved by the Planning Commission; and approved by the Council on April 1, 2025. On June 17, 2025, the related GPA was continued by the Council to September 2, 2025. Approved by Council on September 2, 2025.
100	City of Carson	Urgency Moratorium Carwash	In Progress. City Council approved extension.
101	City of Carson	Urgency Moratorium Drive-through Restaurants	In Progress. City Council approved 45-day moratorium. CC Approved Urgency Ord. No. 26-2604U extension request on 3/3/26
102	City of Carson	Artificial Turf Ordinance for all residential uses only	In Progress
103	City of Carson	Proposed amendment allowing administrative approval of tract and parcel maps for condominium purposes (Subdivision Ordinance)	Presented to the Planning Commission (PC) 2/25/25, PC approved recommendation for City Council adoption, Continued by City Council. On June 17, 2025, Ordinance Second Reading approved by City Council
104	City of Carson	Zone Text Amendment to consider approving various amendments to the text of the City's Zoning Ordinance related to the Community Development Director approval authority and requirements and City Council review procedures	June 10, 2025, Planning Commission recommended approval; Ordinances to be presented to the City Council on July 1, 2025. Second Reading approved by City Council
105	City of Carson	Consider approval of Resolution regarding authority for certain Density Bonus applications to the City's Community Development Director with the concurrence of the City Manager	June 10, 2025, Planning Commission approved Resolution No. 2889 and ratified adoption and execution of the PC Resolution with the corrected title as a Consent item on June 24, 2025.
106	City of Carson	Prohibition of storage of hazardous materials	Under Review, New buildings in industrial zone over 5,000 square feet requiring a CUP is scheduled for April 5 th City Council meeting, continued off calendar by City Council Subcommittee has met with the business community and has obtained their input Approved by City Council. Staff has notified over 2,000 business that maybe effected by the ordinance that requires submittal of an application for Director's Permit. Staff has received applications from businesses. Next step is to issue an RFP to hire an inspection

	Name	Description	Status
			consultant. RFP prep complete, staff working with City Attorney's office
107	City of Carson	Continued the development of the Carson Enhanced Infrastructure Financing District (EIFD)	The EIFD Board approved its FY 25-26 budget including authorizing \$300,000 for Victoria Golf Course predevelopment studies and plans. The County is working on reimbursement agreement with the Carson EIFD to get started on the work.
108	City of Carson	Short Term Rentals	A subcommittee meeting was held, and Subcommittee provided direction to staff. Public Safety lead. City Attorney's office will be drafting the ordinance.
109	City of Carson	Commercial Façade Program for retail centers Citywide	Six Funding Agreements were approved in May 2024. Notable updates: • MBC Travel - New sign installation is complete. • Victoria Park Plaza - Structural plans for CJ Wings approved by Building & Safety. Staff prepared new renderings to account for a larger budget. • 302 E. Carson St – Planning application is received. Approval is pending. • Two new applicants: Plaza 219th & Avalon Blvd and Carson Plaza at Carson St. near Vera St. Council Façade Presentation Update completed on 11/05/25 with a New Façade Loan Program Under Development. Three additional grant funding agreements are anticipated to be presented to City Council for approval in March 2026.
110	City of Carson	Commercial Facade Improvement for corridor on East Carson between Harbor View and Santa Fe Avenue	Architect has completed renderings for the corridor. A community meeting was held in May 2025. Bids have been received. Staff is preparing funding agreements for future Council approval.

	Name	Description	Status
			A budget request will also be made to fully fund the project at a future City Council meeting (anticipate March 2026).
111	City of Carson	Commercial Façade Improvements for Carson Plaza (Rosario's) 1329-1347 E. Carson St.	Funding Agreement signed by applicant 6/8/26, pending CM's signature. Next step is to issue a Notice to Proceed and begin development of architectural plans, followed by Admin-DOR submittal.
112	City of Carson - Comprehensive CD Fee Study	Study to analyze various development-based fees including Development Impact Fees, Community Benefits, Inclusionary Housing, In-Lieu Fees, Commercial & Industrial Linkage Fees, and Community Facilities Districts or other Alternative Funding Mechanisms.	Project kick-off in Spring 2025. Currently in data gathering phase. Scheduling departmental meetings to assess long-term infrastructure needs of each department. Council Subcommittee meetings were held in November 2025. Meetings with key stakeholders including large developers and landowners are being held in January 2026. Community-wide engagement to start next month (Town Hall Meeting on February 25).
113	City of Carson - Pipeline Franchise Ordinance	Update and modernize the City's Pipeline Franchise Ordinance pipeline franchise ordinance to improve compliance with existing regulations and update rates, fees, insurance and other related requirements.	A stakeholders meeting was held on June 11, 2025, with franchisee. Completed an update on the draft Ordinance based on feedback received and sent the draft to the franchisee for final input in October 2025. One on One meetings were held in November and December with Franchisees. The Ordinance is scheduled to go to Council in 2026.
114	City of Carson – Petroleum Administration	Annual Audit of Oil and Gas Operations	Last Fall 2025, the City's Petroleum Administrator began the annual audit of oil and gas operation facilities in Carson. Draft reports are being prepared and will be brought forth to City Council once completed.



Dr. Arlington Rodgers Jr., Director

The Public Works Department is comprised of three divisions: Administration, Engineering, and Operations. The Department maintains a total area of nineteen (19) square miles of streets which also includes maintaining twelve (12) park building facilities, two (2) aquatic centers, two (2) pools, a sports complex, and a boxing and weightlifting center, Carson Event Center, City Hall, and Corporate Yard. The Public Works staff is comprised of 116 positions with 103 full-time regular employees and 13 part-time employees. The Public Works team collaborates both internally and externally to accomplish projects that enrich the quality of life for Carson's residents and visitors.

ENGINEERING DIVISION

The Engineering Division provides the technical foundation for a modern Public Works Department, and its primary responsibility is to assist the Administration and Operations & Maintenance Divisions with project management and specialized design and construction skills. The Engineering Division determines which studies are needed to advise the department on deficiencies, regulatory requirements, compliance with applicable local, state, and federal laws, cost effectiveness, prudent approaches, and strategic plans. These activities inform executive management and the City Council in determining project priorities.

Street Improvements

- **PW675: SEPULVEDA BRIDGE WIDENING FROM ALAMEDA TO EAST CITY LIMIT**
 - Location: Sepulveda Blvd. from Alameda to East City Limit
 - Description: The project involves the widening and improvement of the roadway and bridge along Sepulveda Boulevard to provide three lanes of traffic in both directions, construction of new sidewalk, relocation of existing electrical poles, and the modification of the existing traffic signal.
 - Budget: \$12,000,000.00
 - Current Phase: FINAL DESIGN
 - Status as of January 22, 2026: Notice to Proceed (NTP) was issued for January 19, 2026, with a completion date of March 9, 2028.
 - Status as of February 19, 2026: Pre-construction activities with the contractor, submittal review and utility coordination.
 - Status as of March 19, 2026: Submittal review and approval
 - Status as of April 23, 2026: Construction is underway. Traffic control is in place, and the contractor is demolishing the site.
 - Status as of May 21, 2026:
 - **Status as of June 25, 2026:** The contractor is working on removing the contaminated soils on the southwest segment of the project.
- **PW1823: WAYFINDING SIGNS – PLANNING AND DESIGN CONCEPT ONLY**
 - Location: Citywide
 - Description: Comprehensive Signage Plan – Planning and Design Concepts Only
 - Budget: \$23,500.00
 - Consultant: Graphic Solutions
 - Schedule: 3 Months
 - Contract: 25-282
 - Purchase Order FY 25/26: 22061283

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- Status as of January 22, 2026: Project kick-off meeting was held on January 14, 2026. First deliverable item is expected the first week of February 2026.
 - Status as of February 19, 2026: A meeting took place on Thursday, January 29, 2026, with Graphic Solutions and the City of Carson stakeholders to review first conceptual drawing package. A second deliverable from Graphic Solutions is expected by the end of February 2026. Planning phase with Graphic Solutions is expected to be complete by March 2026.
 - Status as of March 19, 2026: Vendor: "Graphic Solutions" has failed to submit final deliverables. 3-month project schedule ends on March 22, 2026. Staff has requested a recovery schedule from vendor.
 - Status as of April 23, 2026: The recovery schedule from Graphic Solutions shows the final comprehensive signage plan to be submitted to the City by April 24, 2026. Staff has not received final comprehensive signage plan from Graphic Solutions.
 - Status as of May 21, 2026:
 - **Status as of June 25, 2026:** On June 17, 2026, Graphic Solutions submitted refined renderings of the gateway design. Final deliverables from Graphic Solutions have not been received.
 - PW1608: MLK JR. STREET/ROAD IMPROVEMENTS
 - Status as of January 22, 2026: Lowest Responsible Bidder: RJ Noble at \$4.9 Million.
 - Status as of February 19, 2026: Seeking to identify funding for project.
 - Status as of March 19, 2026: Continuing to pursue funding for the project.
 - Status as of May 21, 2026:
 - **Status as of June 25, 2026:** Funding has been identified. Staff report is set for second meeting in July for Council approval.
 - PW1687: CARSON ST. INTELLIGENT TRANSPORTATION SYSTEM
 - Location: Carson St. from 405 Fwy to Figueroa Street
 - Description: The project involves the installation of CCTV cameras and appurtenant hardware at ten (10) intersections along Carson Street, connecting these to existing fiber optic cable, and tying the existing fiber optic cable into City Hall. The project will also include the establishment of a Traffic Management Center in City Hall for the purposes of traffic signal synchronization, traffic management, surveillance, and traffic monitoring.
 - Budget: \$700,000.00
 - Status as of February 19, 2026: Consultant performing final review of PS&E package, FA amendment approved by City Council on February 17, 2026.
 - Status as of March 19, 2026: City to conduct final review of plans and sign.
 - Status as of April 23, 2026: Completed final review. Consultant is finalizing PS&E package.
 - **Status as of June 25, 2026:** Staff is coordinating with ITS on specifications.
 - PW1694: PROJECT: BRIDGE MAINTENANCE INSPECTION REPORTS – WORK RECOMMENDED
 - Location: All bridges with an open inspection report
 - Description: Complete work recommended items as noted in the bridge inspection reports from Caltrans.
 - Status: CONTRACT EXECUTION
 - Staff will make a recommendation to the City Council on June 6, 2023, to award a contract to Beador Construction Company, Inc. (Staff report 2023-0379)

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- Status as of January 22, 2026: As directed, the painting of the 213th Street Bridge steel girders was suspended from project scope due to added costs and requirements for lead abatement. Staff are working on closing out the project.
 - Status as of February 19, 2026: Contractor is working on final invoice to close out the project.
 - Status as of March 19, 2026: Staff is reviewing final invoices to closeout project. Staff is working on project closeout staff report for the May 2026 council agenda.
 - Status as of April 23, 2026: No update. Staff Report for project closeout no longer required per City Management.
 - Status as of May 21, 2026:
 - **Status as of June 25, 2026:** Notice of completion filed. Contract completion notice signed. Retention to be released last week of June 2026 or first week of July 2026.
 - PW1765: LOMITA BLVD
 - Status as of January 22, 2026: Going to Council to request increase in the Task Order amount to cover the consultant fees.
 - Status as of February 19, 2026: Issuing task order for potholing and storm water design work.
 - Status as of March 19, 2026: Consultant is doing geotechnical and utility investigation.
 - Status as of April 23, 2026: Consultant is reviewing the geotechnical and utility data.
 - Status as of May 21, 2026:
 - **Status as of June 25, 2026:** The designer is finishing up the design of the storm drain and confirming the Utility locations
 - PW1780: VICTORIA TRANSIT CENTER
 - Location: Victoria Street near Tamcliff Avenue
 - Design and construction of a new transit center adjacent to CSUDH.
 - Budget: \$3,525,000
 - Status as of January 22, 2026: City and consultants met with CSUDH staff on December 10, 2025; to continue collaboration on design. The staff report to propose naming the transit center, "University Transit Center" is anticipated to go to City Council in February 2026.
 - Status as of February 19, 2026: Consultant submitted design documents for review by staff. Staff report for naming transit center anticipated to go to City Council in March 2026.
 - Status as of March 19, 2026: Staff reviewed design documents and submitted comments back to the design consultant.
 - Status as of April 23, 2026: Consultant working on utility plan with CSUDH staff.
 - Status as of May 21, 2026: Consultant is finalizing the utility plan and beginning to work with CSUDH coordinating the work for the Mobility Hub. Staff are reviewing traffic study.
 - **Status as of June 25, 2026:** Staff is reviewing the scope and fee for Victoria Street improvements.
 - PW1785: BICYCLE MASTER PLAN UPDATE
 - Location: City-wide
 - Description: Update City Bicycle Master Plan
 - Budget: \$897,000
 - Status: PRE-DESIGN
 - Status as of January 22, 2026: Several outreach events were held in December 2025 and January 2026. Additional outreach will be offered via a virtual meeting on February 5, 2026.

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- Status as of February 19, 2026: Planning project ongoing. After first period of outreach, consultant's focus is now on conceptual design development and policy development.
 - Status as of March 19, 2026: Staff is reviewing design deliverables; staff coordinating internal stakeholder engagement meeting for late April.
 - Status as of April 23, 2026: Internal stakeholder engagement meeting took place on April 20, 2026. Concept development is ongoing. Planning for the second public engagement phase.
 - Status as of May 21, 2026: Internal stakeholder meetings with Public Safety and Community Development were held on May 12, 2026. Concept development and outreach planning ongoing.
 - **Status as of June 25, 2026:** Additional outreach is currently underway.
- PW1753: UNIVERSITY DRIVE STREET IMPROVEMENT – AVALON TO WILMINGTON
FEDERAL PROJECT NO. STPL-5403(033)
 - Status as of January 22, 2026: PS&E are 90% complete. Staff are finalizing the bid package and submitting a request for authorization for construction in January 2026.
 - Status as of February 19, 2026: Request for Authorization for Construction was submitted to Caltrans on February 17, 2026.
 - Status as of March 19, 2026: Staff is working on finalizing right-of-way certification. Right-of-way approval is pending utility agreements.
 - Status as of April 23, 2026: Staff received comments from Caltrans regarding the Request for Authorization/Preliminary Environmental Study on April 20, 2026. Staff is reviewing comments and will resubmit application week of April 27, 2026.
 - Status as of May 21, 2026:
 - **Status as of June 25, 2026:** Request for Authorization for Construction approved by Caltrans. Staff are waiting for Caltrans Headquarters to issue E-76 and finance letter to advertise the project.
- PW1801: MEDIAN STREETSCAPE – CIVIC CORRIDOR, ALONG CARSON STREET
(From the I-405 Freeway to Grace Avenue) and Avalon Boulevard (From 220th Street to I-405 Freeway, and from Del Amo Boulevard to the SR-91 Freeway)
 - Location: Carson Street and Avalon Boulevard
 - Description: Irrigation upgrades, landscaping upgrades in City medians
 - Budget: \$2,000,000
 - Status: DESIGN COMPLETE
 - Status as of January 22, 2026: Project to be bid for construction in Fiscal year 26/27.
 - Status as of February 19, 2026: Funding anticipated to be secured for current fiscal year. Consultant working to address revisions to PS&E package.
 - Status as of March 19, 2026: Staff has reviewed PS&E package and requested final changes from the consultant. Advertisement for construction is anticipated for next week.
 - Status as of April 23, 2026: Project was advertised on March 26, 2026. Bid opening is anticipated for May 4, 2026.
 - **Status as of June 25, 2026:** The plans were submitted to LADWP. As requested, the bid opening date was extended by an additional two weeks, to July 7, 2026.

Traffic Signal Improvements

- PW1612: TRAFFIC SIGNAL INSTALLATION – BROADWAY AND GRIFFITH
 - Location: Intersection of Broadway and Griffith Street
 - Description: Installation of new traffic signal
 - Budget: \$600,000
 - Status: DESIGN
 - Status as of January 22, 2026: City returned comments to consultant on the 60% plans; consultant is working to address comments.
 - Status as of May 21, 2026: Consultant is working on 90% plans.
 - **Status as of June 25, 2026:** City staff are reviewing 90% plans.
- PW1657: FOR MR 312.46 AND MR 312.41, TRAFFIC SIGNAL UPGRADES
 - Location: Figueroa St at Victoria St; Main St at 220th St; Main St at Victoria St.
 - Main St at Albertoni St; and Figueroa St at 223rd St; and Figueroa Street at 234th St.
 - Description: Traffic Signal Upgrade at six (6) intersections. The proposed upgrades aim to improve signal coordination and traffic progression to alleviate arterial congestion by installing, replacing and/or updating traffic signal poles, mast arms, signal heads, controllers, cabinets, left turn phasing, CCTVs, countdown pedestrian signal heads, ADA compliant curb ramps and pedestrian push buttons, and traffic signal timing.
 - Budget: \$4,220,000 (Measure R Grant)
 - Status: DESIGN AND PERMITTING
 - Status as of January 22, 2026: Notice to Proceed (NTP) was issued in December. Construction manager is reviewing RFIs and coordinating a site visit to review signal pole conflicts.
 - Status as of February 19, 2026: City Staff, LA County, and CM consultant performed site walk on February 5, 2026, to review clearances and respond to RFIs.
 - Status as of March 19, 2026: Contractor is working on submittals.
 - **Status as of June 25, 2026:** Conduit and pull box work is underway.
- PW1667: TRAFFIC SIGNAL IMPROVEMENT AT AVALON BLVD. & GARDENA BLVD.
 - Location: Intersection of Avalon Blvd and Gardena Blvd
 - Description: Traffic signal upgrade design to include protected left-turn phasing for north-south traffic.
 - Budget: \$500,000
 - Status: DESIGN
 - Status as of February 19, 2026: Contractor performed potholing, submittals of RFIs and equipment orders.
 - Status as of March 19, 2026: Contractor working on proposal for additional work to address required changes from plans.
 - **Status as of June 25, 2026:** Contractor temporary power switchover has been completed.
- PW1784: CENTRAL AVE. AT UNIVERSITY DR. TRAFFIC SIGNAL IMPROVEMENT
 - Location: Intersection of Central Avenue and University Drive.
 - Description: Installation of left turn arrows at existing signalized intersection
 - Budget: \$640,000
 - Status: DESIGN

- Consultant preparing 60% plans.
- Status as of January 22, 2026: Project is being advertised for construction bids on January 20, 2026. Bidding closes on March 12, 2026.
- Status as of February 19, 2026: Bidding is still in progress.
- Status as of March 19, 2026: Bidding closed March 12, 2026. Seven bids were received. Notice of intent to award was issued March 17, 2026.
- **Status as of June 25, 2026:** City Council awarded construction contract. Staff is obtaining certificate of insurance and routing the contract for approval.

Summary of All Traffic Signal Projects:

Location/Intersection	Construction Start Date	Anticipated Construction Completion Date
PW 1612 – Broadway at Griffith St	In Design	TBD
PW 1667 -Avalon Blvd at Gardena Blvd	February 2026	TBD
PW 1649-Avalon Blvd at Victoria Ave	March 2026	TBD
PW 1784 - Central Ave at University Dr	May 2026	TBD
PW 1647 -Del Amo Blvd at Figueroa St	In Design	TBD
PW 1647 Del Amo Blvd at Hamilton Ave	In-Design	TBD
PW 1736 Dolores St. at 223 rd St.	(CIP 24-25 Design)	
PW 1647 Hamilton Ave at I-110 SB On/Off-ramps	In Design	TBD
PW 1657 -Main St at 220th St	March 2026	TBD
PW 1649 -Main St at 223rd St	March 2026	TBD
PW 1657 -Main St at Albertoni St	March 2026	TBD
PW 1649 -Main St at Sepulveda Blvd	March 2026	TBD
PW1657 -Main St at Victoria St	March 2026	TBD
PW 1647 -Main St. at I 405 NB On-ramp	In Design	TBD
PW 1647 -Main St. at I 405 NB Off-ramp	In Design	TBD
PW 1657 -Figueroa St at 223rd St	March 2026	TBD
PW 1657 -Figueroa St at 234th St	March 2026	TBD
PW 1647 -Figueroa St at I-110 NB on/off ramps	In Design	TBD
PW 1649 -Figueroa St at Torrance Blvd	March 2026	TBD
PW 1657 -Figueroa St at Victoria St	March 2026	TBD

* Delays due to long-lead items and supply chain issues

Stormwater Improvements

- **PW1776 CALAS PARK STORMWATER SUPPLEMENTAL ENVIRONMENTAL PROJECT**
 - Location: Calas Park
 - Description: Joint project with Los Angeles County Sanitation Districts to construct a stormwater treatment and capture facility. This project will divert water from the storm drain and allow it to be cleaned and/or reused in the park while also improving park facilities.
 - Current Phase: Request for Proposals to perform design services.

- Status as of January 22, 2026: Project will be presented to Council for acceptance of design. Still pending state water board decision on funding.
 - Status as of February 19, 2026: Authorization for construction scheduled for the March 17, 2026, City Council meeting.
 - Status as of March 19, 2026: Approved through City Council. Finalizing the documents required for permits and awaiting approval from the State Water Boards for changes in design.
 - Status as of April 23, 2026: Awaiting final approval and permits.
 - Status as of May 21, 2026:
 - **Status as of June 25, 2026:** The project has been approved by the state water boards. The staff is waiting on the final LA County permit before preparing the project to be advertised for construction bidding.
- PW1676 STORMWATER GREEN STREET ENGINEERING, DESIGN & IMPLEMENTATION
 - Location: Gardena and Main Street
 - Description: Stormwater treatment project to construct tree wells and a dry well on Gardena and Main Street, which will filter and clean water from the streets.
 - Current Phase: In Design
 - Status as of January 22, 2026: No update
 - Status as of February 19, 2026: 90% Design has been submitted and is under review.
 - Status as of March 19, 2026: Comments to be provided on 90% design
 - Status as of April 23, 2026: Field review was performed on April 22, 2026, in preparation for the final design.
 - Status as of May 21, 2026:
 - **Status as of June 25, 2026:** 100% design has been received and is being reviewed by staff.

Bike Lane Projects

- PW1451 & 1452: BIKE LANE INSTALLATION
 - Location: Figueroa Street, Main Street, Victoria Street, and Carson Street. University Drive, Avalon Boulevard, Central Avenue, Del Amo Boulevard, and 223rd Street.
 - Description: Design and construction of bike lane facilities
 - Budget: PW1451 = \$4,900,000.00; PW1452 = \$4,900,000.00
 - Current Phase: DESIGN AND PERMITTING
 - Final design plan review to be completed in January 2024
 - Status as of January 22, 2026: No update
 - Status as of February 19, 2026: No update on SCE plans, Program Supplemental Agreement for 1451 approved at City Council on February 17, 2026.
 - Status as of March 19, 2026: SCE communicated that City should receive 60% electrical plans for City to review in April 2026.
 - Status as of May 21, 2026:
 - **Status as of June 25, 2026:** Consultant has started the streetlight design.
- PW1490 & 1600: DOMINGUEZ CHANNEL BIKE PATH INSTALLATION PHASES I & II
 - Location – Phase I: Main Street to Avalon Boulevard
 - Location – Phase II: Avalon Boulevard to Carson St.
 - Description: Installation of Bike path along Dominguez Channel
 - Budget: \$9,000,000.00 (PW1490); \$5,500,000.00 (PW1600)
 - Current Phase: DESIGN AND PERMITTING

- Status as of January 22, 2026: Consultant completed additional soil-boring activities. Once soil data is received, the environmental document will be updated, and structural design will commence.
 - Status as of March 19, 2026: Structural engineer is working on reaction loads and anticipates completion by end of March 2026. The environmental document will be updated, and the civil plan can be revised.
 - **Status as of June 25, 2026:** Structural design is ongoing.
- **PW1534: ACTIVE TRANSPORTATION PROGRAM – SANTA FE BIKE LANE**
 - Location: Santa Fe Ave and City-wide
 - Description: Construct bike lane on Santa Fe Ave; install curb ramps city-wide; install speed feedback signs city-wide; install crosswalks city-wide; install pedestrian push buttons and countdown heads city-wide
 - Budget: \$3,491,000
 - Status: DESIGN
 - **Status as of June 25, 2026:** Categorical Exemption approved by City Council on May 20, 2026.

Park Improvements

- **PW 1368: CARRIAGE CREST PARK REDEVELOPMENT**
 - Location: Carriage Crest Park
 - Description: Improve site condition of existing park and develop newly acquired 10-acre parcel for new athletic ballfields (baseball & soccer) with a new dog park, installation of all-abilities playground, renovation to the existing building, construction of new picnic shelters, concession stand, restroom, and walking path.
 - Status: Construction
 - Status as of January 22, 2026: Monument sign footing installation has been completed, including placement of the base plate, and the MWS Unit #1 over-excavation and compaction work is finished. A temporary concrete patch has also been installed at the damaged construction entrance to maintain site access. It should be noted that persistent rain and wet site conditions over the past month and a half have slowed overall construction progress, resulting in reduced productivity and temporary delays to planned concrete pours.
 - Status as of February 19, 2026: Playground Equipment has been set and foundations poured. The structure is fully installed and progressing well toward completion. Restroom & Storage Buildings Concrete slabs have been poured, and CMU block walls are rising — currently at four (4) feet of constructed block. Door frames are set, underground plumbing is in place, and work continues to advance toward enclosure. Concession Stand / Restroom Building Over-excavation has been completed, and foundations are progressing. BMPs have been deployed to protect the work from rain impacts. Monument Sign Steel structure has been installed, and concrete footings are poured. Both MWS #1 and MWS #2 have been installed and backfill is currently underway. Manhole installations are complete and walkway/manhole structure concrete pours are ongoing. In the Figueroa parking lot, gutters and flow lines have been cut and are ready for compaction and inspection.
 - Status as of March 19, 2026: Monument Sign CMU has been installed to the second level and is ready for the second/bottom arch installation. CMU work for the Sepulveda parking lot buildings is complete. V-ditch installation along the retaining

wall is complete. Methane mitigation barrier installation is underway at the concession building, where sewer pipe encasement in concrete has also been completed. MWS #1 inlet storm drain has been installed and backfilled, and MWS outlet storm drain installation is currently underway. Concrete pours are ongoing along the north side of the park, with north-side walkway forms and rebar having been installed and poured. Pickleball and exercise area grading is complete and has been submitted for inspection. Restroom and storage building CMU work around the Sepulveda parking lot is complete, with formwork and successive lifts of block installation having progressed through the reporting period. BMPs were deployed during a rain event earlier in the reporting period, with standing water at MWS #1 subsequently pumped out and grading operations in the northwest corner of the site resumed.

- **Status as of April 23, 2026:** Methane mitigation barrier for the Concession Building has been installed and tested (test #1 passed). Rebar and foundation work completed, footings cured, and the building is now ready for the first lift of CMU. Methane mitigation work remains ongoing. Monument Sign CMU installed to the second level, with the reader board, arches, and ironwork all complete. Blockwork is ongoing as the structure awaits remaining CMU installation. Sepulveda Parking Lot CMU work for the parking lot buildings is complete. Roof framing is underway for the storage shed and restroom buildings. Curb and island concrete work has also been completed. Site Utilities & Drainage MWS backfill, and storm drain outlet work completed. MWS unit filters have been filled with gravel. Storm drain outlet installation is finished. Concrete & flatwork concrete and flatwork have been progressing continuously throughout the park, including along the north side. The Figueroa driveway approach concrete work is complete. CCTV / Electrical Change order request (COR) work is underway for CCTV and electrical systems. Scoreboards have been installed. General Sitework V-ditch installation along the retaining wall is complete. Playground equipment is visible and in place.
- **Status as of June 25, 2026:** Concrete work surrounding the playground and fitness areas is substantially complete. Fitness equipment has been installed in the designated zones. Block work on the concession building is underway, and installation of the door frames is in progress. Planting has been carried out along the northern perimeter hillside, with new shrubs and groundcover placed along the slope above the retaining wall. The sub-drain barrier for the soccer field has been installed, along with the associated pump stations.

- **PW1515: CARRIAGE CREST PARK STORMWATER CAPTURE**

- Location: Northeast corner of Sepulveda and Figueroa St.
- Description: Installation of Stormwater chambers to capture and divert stormwater to Los Angeles County Sanitation District. This water will be used to augment the reclaimed water for regional use. This type of stormwater project is the first of its kind in California.
- Status as of January 22, 2026: Los Angeles Sanitation District is verifying the vaults remain dry and they can go forward with commissioning.
- Status as of February 19, 2026: Facility is capturing water, LACSD is working on repairs to the outfall actuators and testing instrumentation.
- Status as of March 19, 2026: Facility is capturing water, grading issues and final punch list items are being addressed.
- Status as of April 23, 2026: Storm drain connections are being completed along with the Carriage Crest Park Expansion Project.
- **Status as of June 25, 2026:** The plant is in operation. The Sanitation District staff is fine tuning and moving to the Operations & Maintenance phase of the project.

- PW 1636: MILLS PARK DESIGN

- Location: Mills Park
- Description: Improve site condition of the existing park with construction of new splash pad, outdoor restroom, and an outdoor full-court basketball area as well as renovations to picnic areas, installation of shade structures, marquee sign and parking lot
- Status: AWARD CONTRACT
 - Construction Contract was awarded to MBC Enterprises for \$3M. Staff immediately circulated the contract for execution.
 - A preconstruction meeting will be scheduled once the release of PO has been determined.
 - Additionally, PW staff in collaboration with the City Attorney is working on a draft settlement with the previous contractor MBC to close out the previous construction contract. As part of the settlement, the long lead items that were ordered previously and are being delivered are being coordinated for acceptance and reimbursement to be made as part of the settlement. These items need to be inventoried and inspected for acceptance and be removed from the bid items in the re-packaging documents. Provisions should be included in the new bid package for such items to be provided by the City and installed by the new contractor. This is under review and under consideration and once completed will need to be incorporated into the new bid package.
 - Re-packaged design for Mills Park Site remaining work was submitted on December 12, 2025, and is currently being reviewed. It is anticipated that the review and the package for advertising will be ready in mid-January.
- Status as of January 22, 2026:
 - The review comments for plans were provided to the design consultant on December 18, 2025, and due to the holidays, the turnaround has stretched out, and the plans are expected to be resubmitted by the third week of January.
 - The City attorney is in the process of finalizing the settlement agreement with MBC including finalizing the previously purchased specialty items to be included in the re-bidding documents.
 - Specifications were reviewed and comments were forwarded to the design consultants in mid-January to be incorporated for a consistent and cohesive package and to reduce redundancy for the combined specifications.
 - Currently it is anticipated to be advertised in February with the award by March/April 2026.
 - Status as of February 19, 2026: Mills Park Building and Site will be combined into one project which will be advertised March 2026.
 - Status as of March 19, 2026: Rebid plans for site work were revised based on current site conditions. Project is ready to be advertised as a stand-alone project or with Mills Park Building Project No. 1795.
 - Status as of April 23, 2026: Project Nos. 1636 and 1795 will be advertised in one bid package. Proposed advertise date is April 30, 2026.
 - **Status as of June 25, 2026:** Bids are due July 2, 2026. If a construction contract is awarded, signed and executed at the July 21, 2026, City Council Meeting, construction is estimated to begin the first week of August 2026.

- PROJECT NO. 1795: MILLS PARK BLDG RENOVATION

- Status as of March 20, 2025:
 - Constructability review completed on March 6, 2025.
 - Constructability review forwarded to Design Engineer on March 6, 2025.
 - Design consultant anticipates resubmittal on March 31, 2025.
 - Currently the project scope is being revised to include replacement of existing additional AC unit and electrical circuit boards, as well as addition of two electric vehicle charging stations with estimated submittal of end of August.
- After the new development unfolding on Mills Park Site project in respect to MBC, the City decided to repackage and advertise the Mills Park Site project as an addendum to the existing Mills Park Bldg. Renovation Project. As such, the bid-opening is postponed to October 15, 2025, to allow for reassessing and repackaging the remaining work and issuing an addendum to perform such work as a separate package under same advertisement by the newly awarded Contractor.
- Status as of October 23, 2025: See the Mills Park Site status report.
- Status as of December 17, 2025: Advertisement of Mills Park Bldg. Project is pending the completion of re-packaging the remaining work for Mills Park site and advertisement of both projects under one package.
- Status as of January 22, 2026: See the Mills Park Site status report.
- Advertisement of Mills Park Bldg. Project is pending the completion of re-packaging the remaining work for Mills Park site, combining both projects to be advertised under one package.
- Status as of February 19, 2026: Mills Park Building and Site will be combined into one project which will be advertised March 2026.
- Status as of March 19, 2026: Staff rejected building and perimeter sitework plans from consultant due to the lack of quality control. Designer is currently revising and doing a quality review on plans. Staff is also reviewing plans with Park Maintenance division. Estimated date to advertise project is April 9, 2026.
- Status as of April 23, 2026: Project Nos. 1636 and 1795 will be advertised in one bid package. Proposed advertise date is April 30, 2026.
- **Status as of June 25, 2026:** Bids are due July 2, 2026. If a construction contract is awarded, signed and executed at the July 21, 2026, City Council Meeting, construction is estimated to begin the first week of August 2026.

** On-going and maintenance related efforts at the Parks are also included within other categories below depending on the project management and type of work.*

Building Improvements

- PW1693: ELECTRIC VEHICLE CHARGING INFRASTRUCTURE (SCE CHARGE READY PROGRAM)

- Location: 10 City Parks and Corporate Yard
- Description: Install 126 EV Chargers in City Parks and at the Corporate Yard
- Budget: City staff labor to Project Manage, but no capital fund costs to City
- Current Phase: DESIGN / PLAN CHECK
- Status as of April 21, 2025: Compliant MCH-2 forms have been submitted to Building and Safety. The remaining MCH forms will be submitted after the project is closed out.

Electric Vehicle Charging Infrastructure Location	Construction Start Date	Anticipated Construction Completion Date
Veterans Park	Plan Review	TBD
Dominguez Park	Plan Review	TBD
Anderson Park	Submitted to Plan Check	TBD
Corporate Yard 1	Plan Review	TBD
Corporate Yard 2	In Design	TBD
Carriage Crest Park	Plan Review	TBD
Carson Park	Plan Review	TBD
Dolphin Park	Plan Review	TBD
Stevens Park	Plan Review	TBD
Hemingway Park	Plan Review	TBD
Hemingway Aquatic Center	Plan Review	TBD

• **PW 1726/1727: COMMUNITY CENTER COURTYARD & EAST PARKING LOT**

- Location: Community Event Center
- Description: Construction of Courtyard, outdoor amphitheater stage, wedding venues and installation of shade structures.
 - Status: DESIGN
- Status as of February 19, 2026: Punch list items are expected to be complete by March 19, 2026. Permanent louver installation for two pergolas is estimated to start May 2026.
- Status as of March 19, 2026: Three punch list items are open.
 - Pergola Louvers – expected to be complete by July 2026
 - Broken B12 irrigation lid – complete by week of March 23, 2026
 - Missing bolts on circular irrigation lids – complete by week of March 23, 2026
- Status as of April 23, 2026: Landscape maintenance period was completed on April 9, 2026. All punch list items are complete. Louver for pergolas will be delivered in June 2026. General contractor (PCN3) to complete louver installation two weeks after delivery.
- **Status as of June 25, 2026:** Installation of louvers for pergolas will start on Wednesday July 1, 2026.

• **PW1786: CITY HALL RESTROOM AND KITCHENETTE UPGRADES**

- Status as of May 20, 2024: Material palette for all restrooms and City Council break room was selected on 5/14/2024. Estimated accelerated project schedule is as follows:
 - 100% Construction Drawings June 2024
 - Submit to Building and Safety for Plan Check June 2024
 - Advertise July 2024
 - Award Construction Contract August 2024
 - Execute Contract and Issue Purchase Order August 2024
 - Preconstruction and Material Order August 2024
 - Re-locate Staff August 2024
 - Start Construction (2nd Floor and Council Area) September 2024
- Status as of January 22, 2026: Removal and replacement of alternate second floor lobby toilet compartments to start February 16, 2026. Staff reached out to Mayor recommended contractor (Jacome Construction/Golden State Builder Inc.) to submit quote for Council breakroom/restroom. Per Risk Management, the proposed contractor does not satisfy the

insurance requirements for small construction projects and is working on raising their insurance limits to be able to provide the city with a quote for renovating the City Council breakroom/restroom.

- Status as of February 19, 2026: Contractor is expected to finalize the installation of the redesigned toilet compartments in the second-floor lobby restrooms by February 27, 2026. The remaining portion of the project is on hold.
- Status as of March 19, 2026: Alternate toilet compartments at the second-floor restrooms have been installed. Installation of the water heater door is pending, expected to be installed March 26, 2026. Proposed contractor by management: "Jacome Construction / Golden State Builder" is nonresponsive to submitting a proposal for the City Council breakroom and single occupant restroom.
- Status as of April 23, 2026: Project is on hold. Staff and management met with Rene Cortez from United Building Maintenance for potential proposal for council restroom and breakroom renovations.
- **Status as of June 25, 2026:** Staff is expecting to receive a proposal from United Building & Development Services LLC by June 29, 2026, for the scope of work related to the council breakroom and restroom only. The remainder of the project and scope of work on the first floor has been suspended.

OPERATIONS AND MAINTENANCE DIVISION

The Operations and Maintenance (O&M) Division is the second half of Public Works' Operations at the Corporate Yard. This Division is responsible for maintaining infrastructure within the public right-of-way (ROW) to ensure public safety. Additionally, the O&M Division is responsible for environmental and hazardous waste clean-up, signage, pavement markings, striping, streets – asphalt & concrete, sidewalk sweeping, materials abatement, and construction. O&M also works with solid waste management including demolition and waste diversion, used oil collection, solid and organic waste, and streetlight maintenance/signal light malfunctions, electronic & beverage container recycling management. The assets of the Division include warehouse inventory, fleet vehicles, and heavy equipment. O&M also provides landscaping by tree trimming, ROW maintenance, median maintenance, and parkway trees. These services enable the safe use of public spaces, enhance the cleanliness of the city, and provide greenery to increase the beautification of the public ROW.

PROJECT: ANNUAL CITYWIDE PAVEMENT MAINTENANCE

- Status as of January 22, 2026: Phase 9 of the Annual Paving Maintenance started as of January 19, 2026.
- Status as of February 19, 2026: Phase 9 is nearing completion and Phase 10 will start up as soon as weather permits.
- Status as of March 19, 2026: Phase 10 of the Annual Paving Maintenance began on March 19, 2026.
- Status as of April 23, 2026: Phase 10 is nearing completion. The contractors are restriping the recently paved streets as well as raising manholes and installing signal loops.
- **Status as of June 25, 2026:** Funds were approved at the June 16, 2026, City Council Meeting, to continue with the citywide paving. Phase 11 will be starting up soon.

- **ENVIRONMENTAL SERVICES-ONGOING**

- Perform regular routine patrol to identify and coordinate removal of illegal dumping, hazardous waste, and proper removal for bulky items.
- Monitoring construction & demolition projects for residents & businesses
- Monitoring of street sweeping contractor.
- Perform Inspections & enforcement for SB 1383 – Organic Recycling, Edible Food Recovery, Food Recovery Organizations and Food Recovery Services

-
- Interface with LA County Hazardous Waste Team to identify Haz. Mat. Items in the Right of Way.
 - Status as of March 19, 2026: Preparing for the E-Waste Recycling and Paper Shredding event scheduled for Saturday, May 9, 2026.
 - Status as of April 23, 2026: Currently planning and preparing logistics for E-Waste & Paper Shredding Event on Saturday, May 9th. 2026. Draft emails to assembly member representatives, City departments, and other vendors to coordinate attendance and logistics. Interface with PIO and other City departments to broadcast and bring awareness to the event.
 - Status as of May 21, 2026:
 - **Status as of June 25, 2026:** Performed regular routine patrols to identify and coordinate removal of illegal dumping, hazardous waste, and proper removal of bulky items.
 - **MAINTENANCE: CONCRETE & ASPHALT**
 - Location: Citywide
 - Description: Monthly summary of work performed by City maintenance crews who regularly inspect the City's infrastructure and perform preventive maintenance to ensure safe and cost-effective operations
Status as of January 22, 2026: University Drive sidewalk project is expected to be completed by the week of January 26, 2026. The Santa Fe sidewalk project will begin shortly after the University project is finished and will take place on the east side of the street from Del Amo to Dominguez. Asphalt team continues to perform citywide pothole repairs, while the abatement team is addressing service requests related to illegal dumping.
 - Status as of February 19, 2026: University Drive sidewalk project has been completed and work on Santa Fe will begin once the identified trees have been removed. The crew is scheduled to start pouring concrete on February 19, 2026.
 - Status as of March 19, 2026: Currently working on curbs, sidewalks, and gutters in Maintenance Zone 4. The sidewalk on Santa Fe Avenue is approximately 70% complete.
 - Status as of April 23, 2026: Completed Santa Fe concrete project. Continuing to follow up on work orders by district and maintenance zones on a two-week rotation.
 - **Status as of June 25, 2026:** Asphalt team is skin patching Avalon from 228th to Sepulveda and various arterial streets. Concrete team is working through work orders in each district for sidewalk maintenance.
 - **MAINTENANCE: SIGNING & STRIPING AND GRAFFITI ABATEMENT**
 - Location: Citywide
 - Description: Monthly summary of work performed by City maintenance crews who regularly inspect the City's infrastructure and perform preventative maintenance to ensure safe and cost-effective operations.
 - Status as of January 16, 2025:
 - Layout and re-striping of newly slurry sealed streets city-wide, weather permitting.
 - **ONGOING**
 - Traffic signs & pavement marking maintenance citywide per maintenance zones one (1) through seven (7).
 - Status as of January 22, 2026: Continue responding to the city ad citizen work orders for graffiti removal and completing engineering-directed street maintenance tasks throughout the city.
 - Status as of February 19, 2026: Following the recent storms the maintenance crews have been responding to flooded areas by clearing debris and buildup from storm drain entrances and pumping water from the street.
 - Status as of March 19, 2026: Ongoing

- Status as of April 23, 2026: Continuing to follow up on work orders assigned by district and maintenance zones on a two-week rotation, while also completing daily graffiti-related work orders as they are submitted.
- **Status as of June 25, 2026:** Completing requests for multiple events. Street closures, temporary signs, etc. New installments from striping, pavement markings, and traffic signs.
- **TREE MAINTENANCE: TRIMMING CITYWIDE**
 - Status as of January 22, 2026: The crew is planting Chinese Pistache trees along University Drive. Post Grande Street for tree planting. Continuing to fill tree vacancies across the city while ensuring that all removed trees are replaced and addressing daily work order requests. Awarding the Urban Forestry Master Plan to West Coast Arborists.
 - Status as of February 19, 2026: In collaboration of the Santa Fe project, the tree crew is removing the trees to allow the concrete work to proceed. Once the concrete work is finished, new trees will be planted to replace those that were removed.
 - Status as of March 19, 2026: Collaborating with the concrete crew planting thirty new trees along Santa Fe Ave. Currently planting new trees in vacancies throughout the city.
 - Status as of April 23, 2026: Assisting in the removal of trees while working alongside the concrete team on sidewalk upgrades and completing work orders in district and maintenance zones on a two-week rotation. Continuation of tree planting throughout the city.
 - **Status as of June 25, 2026:** Assisting in the removal of trees while working alongside the concrete team on sidewalk upgrades and completing work orders in district and maintenance zones on a two-week rotation. Continuation of tree planting throughout the city.

FLEET AND FACILITIES MAINTENANCE DIVISION

The Fleet & Facilities Maintenance Division is the second half of Public Works' operations at the Corporate Yard. It is responsible for the maintenance and repair of the municipal and park facilities in addition to the City's fleet vehicles and heavy equipment. These services enhance the cleanliness of the city, enable the safe use of public spaces, and provide greenery to increase the beautification of the city.

- **PW1712: PARK HVAC SYSTEMS**
 - Location: All Parks
 - Description: Assess and replace over 50 HVAC units that are past their useful and serviceable life at all 12 park facilities. Design and install brand new HVAC at Veterans Park and Gym.
 - Status: Anderson Park, Dolphin Park Office, Foisia Park Office have been completed.
 - Current Phase: **PROJECT ONGOING**
 - Status as of March 20, 2025: 3 New Package Units installed at Hemingway Park.
 - Status as of June 18, 2025: Additional AC Units procured for Stevenson Park Gym and Dominguez Park – Aquatics Center.
 - Status as of July 24, 2025: Continuing to assess, replace and modernize over 50 HVAC units at all 12 park facilities.
 - Designing and planning installation of brand-new HVAC system at Veterans Park and Gym.
 - Status as of August 20, 2025: Installation of AC Units at Stevenson Park (North Building) and Dominguez Park (Aquatics Center) have both been completed.
 - Status as of September 18, 2025: Procuring additional HVAC system for Stevenson Park.
 - Status as of March 19, 2026: Three HVAC units are on order for procurement.
 - **Status as of June 25, 2026:** The units have been procured. Staff are currently working on a contract for installation.

- PROJECT 1630: ELECTRICAL PANEL UPGRADE
 - Location: Anderson Park
 - Description: Install new electrical panel and switch gear
 - Status as of March 19, 2026: Soliciting proposals
 - **Status as of June 25, 2026:** The switchgear has been fabricated and delivered, and we are currently routing the contract for installation.

- CITY HALL BACK-UP GENERATOR
 - Location: City Hall
 - Description: Making necessary repairs to the back-up generator at City Hall.
 - Status as of March 19, 2026: Parts have been received, and installation is being coordinated.
 - **Status as of June 25, 2026:** Installation is currently in progress.

- MODERNIZATION OF CITY VEHICLES TO ELECTRICAL VEHICLES
 - Location: Citywide
 - Description: To improve air quality, reduce noise pollution, and lower greenhouse gas emissions.
 - **Status as of June 25, 2026:** Four out of the five vehicles we were waiting for have been delivered, the remaining vehicle delivery is pending. One additional EV Cargo van was purchased and delivered in May 2026.

- AQUATICS CENTER UPGRADES
 - Location: Hemingway Aquatics Center & Dominguez Aquatics Center
 - Description: Major improvements made to two Aquatics Centers
 - **Status as of June 25, 2026:** Exterior painting and pool deck resurfacing was completed at both Dominguez & Hemingway Aquatics Centers.



CITY OF CARSON

INFORMATION TECHNOLOGY & SECURITY

Capital Project Updates

June 2026

1. WIFI IN PARKS:

Description: WiFi Internet access at all City facilities to increase public safety, education, programs, and events.

Contract	1 st Vendor: Datagear, Inc. 2nd Vendor: SkyNet Communications, Inc.
Term	3-year maintenance
Budget	\$420,272 (\$350,000 [ARPA] + 70,272)
Current Spend	\$286,373.60 (68.14%)
Timeline	May 15, 2023 – March 18, 2024
Status	COMPLETED
Percentage of Completion	100%
Project Deadline	March 18, 2024
Additional Information	- Datagear completed seven (7) parks (Mills, Carson, Veterans, Foisia, Stevenson, Anderson & Dominguez). Notice of termination issued to Datagear, on December 4, 2023. - Replacement vendor, SkyNet Communications completed the remaining five (5) parks in 5 days.

Park Completion Summary:

All 12 parks completed (100%)

12 PARKS	MAY 15, 2023	JANUARY 1, 2024	MARCH 18, 2024
MILLS			Datagear, Inc.
CARSON			Datagear, Inc.
VETERANS			Datagear, Inc.
FOISIA			Datagear, Inc.
STEVENSON			Datagear, Inc.
ANDERSON			Datagear, Inc.
DOMINGUEZ			Datagear, Inc.
DEL AMO			SkyNet Communications, Inc.
CALAS			SkyNet Communications, Inc.
HEMINGWAY			SkyNet Communications, Inc.
DOLPHIN			SkyNet Communications, Inc.
CARRIAGE CREST			SkyNet Communications, Inc.

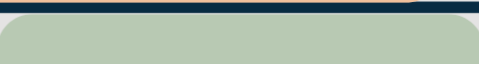
2. TYLER UPGRADE / ENERGOV IMPLEMENTATION:

Description: Upgrade Tyler Munis to latest version, enable Cloud access, and add inventory module. Implement new planning, permitting, licensing, asset management, and citizen request software platform Energov.

Contract	Tyler Munis/Integrated Technology Partners
Term	6 years
Budget	1.3M [ARPA]
Current Spend	\$921,965 incurred to date
Timeline	September 30, 2022 - June 30, 2025
Status	COMPLETED
Percentage of Completion	100%
Project Deadline	June 30, 2025
Additional Information	• Employee Access Module - Complete • EP&L Planning Module - Complete • EP&L Permitting Module - Complete • Open Finance (Socrata) Module - Complete • 311 Civic Access Module - Complete • EP&L Business License Module - Complete • Enterprise Asset Management (EAM) Module – Complete

Tyler Modules Completion Summary:

7 modules completed (100%)

<u>TYLER MODULES</u>	SEPTEMBER 30, 2022	JUNE 30, 2023	DECEMBER 30, 2024	JUNE 30, 2025
EMPLOYEE ACCESS				
EP&L PLANNING				
EP&L PERMITTING				
OPEN FINANCE (SOCRATA)				
311 CIVIC ACCESS				
EP&L BUSINESS LICENSE				
ENTERPRISE ASSET MANAGEMENT (EAM)				

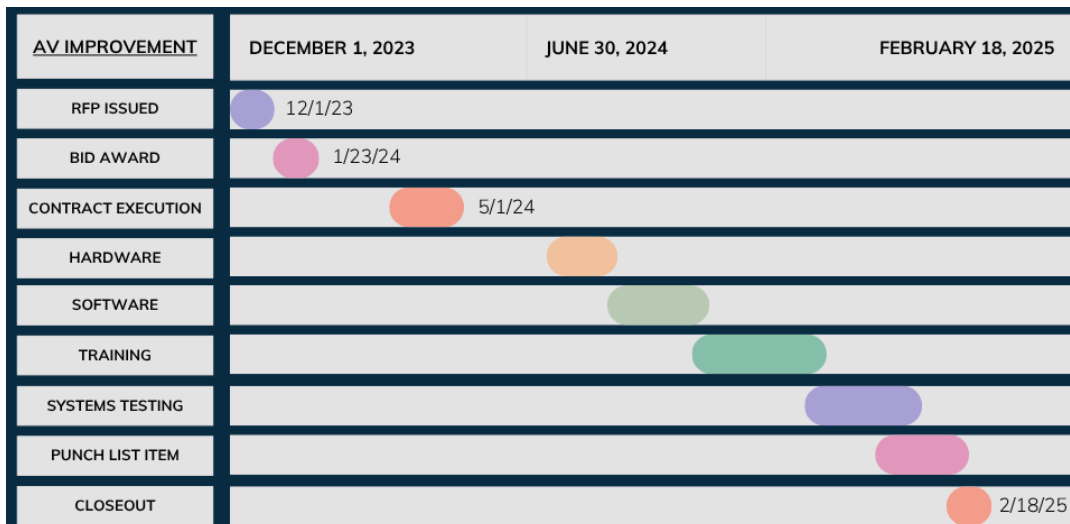
3. CITY HALL COUNCIL CHAMBERS AUDIO/VIDEO IMPROVEMENT

Description: Upgrade Council Chambers broadcast equipment.

Contract	Western AV
Term	5 years
Budget	550,000.00
Current Spend	\$542,544.57
Timeline	December 1, 2023 - December 31, 2025
Status	COMPLETED
Percentage of Completion	100%
Project Deadline	December 31, 2025
Additional Information	• RFP issued 12/1/23. • Notice of Intent to Award 1/23/24. • Contract Executed 5/1/24. • Audiovisual Hardware Installation Complete. • Agenda Management/AV Control Software Implementation Complete. • Agenda Management/AV Control Software Staff Training Complete. • Systems Testing and Punch List Item Complete. • Project Completed 2/18/25.

Audio/Video Improvement Completion Summary:

Project completed (100%)



4. NETWORK SERVICES RELOCATION:

Description: Ensure rapid recovery, accessibility, and increased security for all business-critical application services by relocating to a more equipped offsite location.

Contract	Coloexchange.com a California Corporation
Term	5 years
Budget	\$30,669.95
Current Spend	\$21,569.95
Timeline	December 1, 2023 – January 31, 2026
Status	COMPLETED
Percentage of Completion	100%
Project Deadline	January 31, 2026
Additional Information	• RFP issued 12/1/23. • Sole bid rejected 1/23/24. • Data Center Colocation award to vendor 4/2/24. • Contract Executed. • Phase 1 Relocation completed 8/19/24. • Phase 2 Relocation completed 1/31/26.

Network Services Relocation Summary:

Project completed (100%)

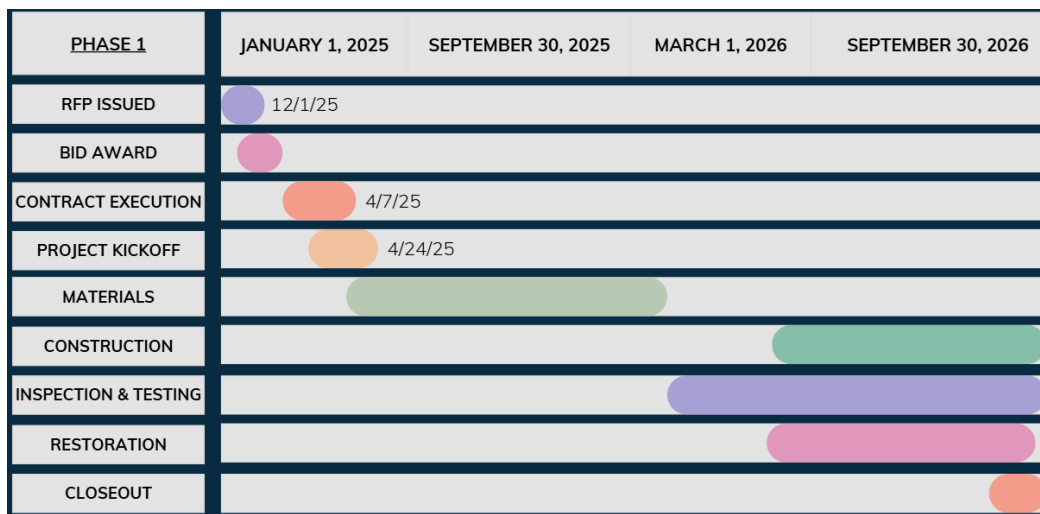
<u>RELOCATION</u>	DECEMBER 1, 2023	JUNE 30, 2024	DECEMBER 1, 2025	JANUARY 31, 2026
RFP	 12/1/23			
BID AWARD	 4/24/24			
PHASE 1 RELOCATION	 8/19/24			
PHASE 2 RELOCATION	 1/31/26			

5. CITYWIDE MUNIICIPAL FIBER OPTIC NETWORK PHASE 1

Description: Launching Carson’s first high-speed fiber optic network, bringing faster, more reliable connectivity to parks across Districts 1, 2, 3, and 4.

Contract	HP Communications, Inc.
Term	5 years
Budget	\$27,000,000.00
Current Spend	\$7,345,606.78
Timeline	January 1, 2025 – August 31, 2026
Status	ON SCHEDULE
Percentage of Completion	40%
Project Deadline	September 30, 2026
Additional Information	• Pre-Construction meeting completed on 12/1/25. • Council approval received for Interfund Loan 1/20/26 • Engineering permit received on 3/4/26. • Construction began on 3/11/26. • Construction & Restoration currently taking place at: Del Amo Blvd & Avalon Blvd, Broadway St & Victoria St, Carson St & Avalon Blvd, University Dr & Toro Center Dr, Carson St & MLK Jr. St

Citywide Municipal Fiber Optic Network Phase 1 Summary:



6. OPENGOV IMPLEMENTATION

Description: Implement OpenGov to streamline procurement and contract processes by centralizing workflows, improving transparency, and enhancing coordination and communication between City and bidders. This will reduce manual tasks and increase efficiency.

Contract	OpenGov
Term	5 years
Budget	\$301,049.78
Current Spend	\$95,911.01
Timeline	December 1, 2025 – November 30, 2026
Status	ON SCHEDULE
Percentage of Completion	50%
Project Deadline	November 30, 2026
Additional Information	• Kickoff meeting completed on 2/26/26. • System Administrator Training completed on 3/19/26. • Solicitation module to be completed by 6/25/2026.

OpenGov Implementation Summary:

PHASE	JANUARY 28, 2026	APRIL 1, 2026	JULY 1, 2026	OCTOBER 31, 2026
INITIATE	 1/28/26			
VALIDATE	 4/15/26			
CONFIGURE	 08/30/26			
PROCUREMENT COMPLETE	 6/25/26			
TRAIN	 9/24/26			
LAUNCH	 10/23/26			

7. MULTIFUNCTIONAL DEVICES IMPLEMENTATION

Description: Replacement of the City's aging fleet of multifunction devices with modern, shared units across workgroups, enabling efficient printing, scanning, faxing, and copying through centralized machines.

Contract	Ricoh USA
Budget	\$307,108.20
Current Spend	\$4,527.03
Timeline	January 5, 2026 – June 4, 2026
Status	ON SCHEDULE
Percentage of Completion	95%
Project Deadline	June 4, 2026
Additional Information	• Council approval received on 2/17/26 for Ricoh USA. • Purchase order received on 3/11/26. • Deployment of 13 printers completed on 5/28/26. • User trainings completed on 3/24/26, 4/2/26, 4/8/26, 4/9/26, 5/20, & 5/27.

Multifunctional Devices Implementation Summary:

<u>PHASE</u>	JANUARY 5, 2026	FEBRUARY 28, 2026	MARCH 30, 2026	JUNE 30, 2026
RFP				
AWARD & APPROVAL				
ROLL OUT				
USER TRAINING				

Public Safety Emergency Management Updates

Project Name	Comprehensive Camera Coverage: City Facilities and Parks
Service Provider	Johnson Controls
Summary	The Public Safety department is spearheading an initiative to implement video surveillance camera systems across all City and Park facilities. This proactive measure aims to discourage criminal activities and capture video evidence of any unlawful incidents. The objective is to enhance safety by reducing criminal incidents, creating a secure environment for both residents and park users.
Update	We have successfully implemented video surveillance and access control systems at multiple parks and are now expanding these efforts to further strengthen coverage citywide. The current phase includes the installation of additional pole mounted cameras and full integration of these upgrades into the City's existing security infrastructure to enhance real time visibility and coordination. Our team is continuing to review how our system is working and looking at ways to make it faster and more reliable. These efforts support our goal of keeping Carson safe and welcoming for residents, visitors, and staff. City Council has approved additional camera installations at several parks, along with expanded camera coverage at our Mini Parks. This project has been awarded, and site walks have been conducted. We are continuing to work closely with Public Works and IT to finalize camera locations and connectivity needs at parks that are currently undergoing expansion improvements.

Project Name	Citywide Fire Alarm Repairs and Enhancements
Service Provider	West Coast Fire & Integration
Summary	July 5, 2022, Council approved the West Coast Fire & Integration contract for maintenance and monitoring services for all city fire systems from July 1, 2022, to June 30, 2027. Enhancing fire detection and safety for all facility users.
Update	City staff is continuously working to enhance fire systems across all municipal facilities to align with the highest safety standards.

Project Name	Citywide Intrusion Project
Service Provider	Johnson Controls
Summary	City Council has approved the Citywide Intrusion Project, which will modernize security systems across all parks and City facilities. These upgrades will replace current equipment with more updated, reliable technology, helping us better protect our spaces and enhance safety for the community.
Update	The official kickoff meeting has been completed, and facility priorities have been established in coordination with the Parks and Recreation team. The initial site submittals have been reviewed and approved, and implementation at the first locations will begin over the coming weeks.

Project Name	Public Safety/Emergency Services Community Initiatives
Service Provider	Public Safety/Emergency Services Department
Summary	Public Safety and Emergency Services Community Initiatives are proactive programs that promote community safety, preparedness, and resilience through public education, outreach, and collaborative events. These efforts strengthen relationships between public safety personnel and residents, build trust, and empower community members to contribute to a safer and more informed community. Examples include public education on safety measures, community outreach events, and meetings to empower local leaders.
Update	During the month of June, the Public Safety and Emergency Management (PSEM) team continued to support numerous community events and operational initiatives throughout the City. Staff provided parking enforcement, vendor enforcement, and community outreach services at various special events, while also maintaining informational booths to engage residents, answer questions, and promote public safety programs and resources. PSEO staff remained proactive in monitoring the City for unhoused individuals and encampments. Team members conducted regular outreach, engaged individuals experiencing homelessness, and connected those willing and interested in services with available resources and assistance through partner agencies. These ongoing efforts support the City's commitment to public safety, community well-being, and compassionate outreach

Project Name	Enhancing Traffic Safety: Analysis of Accident Reduction and LPR Camera Deployment
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Service Provider	Motorola Solutions
Summary	The consultant will supply the city with the most up-to-date version of the L-Series Rapidly Deployable Solar Powered Camera. This camera system, known as an Automatic License Plate Recognition (LPR) camera, will assist the City, in collaboration with the Los Angeles County Sheriff's Department, in capturing essential investigative information and enhancing the safety of its residents. These cameras will be strategically positioned in specific locations throughout the city, including public rights of way and entrances to city facilities. The LPR system will collect comprehensive vehicle data, including make, model, color, and speed, both during daytime and nighttime conditions. The City's Public Safety department is working in partnership with LASD and Public Works to decrease traffic accidents within the city. Staff members have created data maps, and the Traffic Engineering Division will assess these maps to identify any recurring patterns and make infrastructure adjustments as necessary.
Update	The Public Safety and Emergency Management (PSEM) team continues to work closely with Public Works and our Los Angeles County Sheriff's Department (LASD) partners to address illegal activity throughout residential and commercial areas of the City. Through the strategic deployment of Automated License Plate Reader (ALPR) trailers and message boards, the City is proactively targeting ongoing concerns such as illegal dumping, truck-related violations, and other quality-of-life issues.

Project Name	Upgrading Radio Systems Project
Service Provider	Mission Critical Information Systems
Summary	In 2021, the City Council granted approval for the 'Radio Upgrade Project,' which allocated funds for the procurement of radios, radio equipment, batteries, and chargers necessary for transitioning the City from its UHF radio system to the Los Angeles Regional Interoperability Communication System (LA-RICS). Subsequently, the City Council sanctioned a contract with Mission Critical Information Systems to oversee the installation and programming, thus marking the successful completion of Phase 2 of the project. In September 2022, the City of Carson formalized a Hold Harmless Agreement with LA-RICS, granting the city the privilege of utilizing the platform.

Update	We're pleased to share that radio installations have been completed across multiple departments, improving communication citywide. Radios will continue to be updated and maintained to ensure they are working at their best. Staff who use radios day-to-day will be invited to upcoming trainings to support proper use and maximize effectiveness. Several departments have identified additional radio and accessory needs, and PSEM is currently coordinating with the vendor to support those requests. Public Safety is also continuing efforts to complete mobile radio installations for the new Public Works fleet vehicles.
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Report to Honorable Mayor and City Council

Tuesday, July 7, 2026, 5:00 PM

DISCUSSION 31.

To: Honorable Mayor and City Council

From: Nathan Freeman, Director of Community and Economic Development CD Administration

Subject: CONSIDER ADOPTION OF RESOLUTION NO. 26-073, RATIFYING DEVELOPMENT IMPACT FEE (DIF) CREDITS FOR THE ENVISION CARSON MIXED-USE PROJECT (CITY COUNCIL)

I. SUMMARY

The Envision Carson Mixed-Use Project, formerly known as the Imperial Avalon Mixed-Use Project, and currently under construction, is a master-planned redevelopment located at approximately 21207 South Avalon Boulevard. The project replaces the former Imperial Avalon Mobile Estates with a mixed-use community consisting of residential neighborhoods, multi-family housing, neighborhood-serving commercial uses, and publicly accessible open space.

The project was originally approved by the City Council in December 2022 and has since been amended through an Amended and Restated Development Agreement approved in 2026.

Redevelopment of the property required demolition of the then-existing mobile home park and associated improvements. Under the City's Interim Development Impact Fee (DIF) Ordinance, eligible demolition-related credits may be applied to offset DIF obligations generated by replacement development, provided the demolished improvements can be independently verified through City records and other available documentation.

Imperial Avalon DE, LLC (Developer) has requested demolition-related DIF credits totaling \$3,652,660.62, which is the specific credit amount authorized by the DIF ordinance. Although no formal, written request was submitted at the time demolition permits were issued or executed, staff has independently verified the demolished improvements and calculated the eligible credit using City records.

Staff recommends City Council approval of the attached resolution to ratify the credit and authorize its application to the current DIF invoice. This action provides a transparent public record while remaining consistent with the intent of the City's DIF Ordinance.

The DIF credit being ratified constitutes the full and final credit associated with the demolition of the previously existing Imperial Mobile Estates mobile home park or units, and no DIF credit or offset shall be applied to any future phase of the development.

II. RECOMMENDATION

WAIVE further reading and ADOPT Resolution No. 26-073, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA RATIFYING DEVELOPMENT IMPACT FEE (DIF) CREDITS IN THE AMOUNT OF \$3,652,660.62 ASSOCIATED WITH THE DEMOLITION OF THE FORMER IMPERIAL AVALON MOBILE ESTATES FOR THE ENVISION CARSON MIXED-USE PROJECT AND AUTHORIZING APPLICATION OF THOSE CREDITS TO THE CURRENT DEVELOPMENT IMPACT FEE INVOICE FOR LOTS 1 AND 3."

III. ALTERNATIVES

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

IV. BACKGROUND

The Envision Carson project encompasses approximately 27 acres formerly occupied by the Imperial Avalon Mobile Estates. The approved redevelopment project, once complete, will provide:

- 764 multi-family apartment units;
- 351 townhome units;
- Approximately 10,000 square feet of neighborhood-serving commercial space; and
- More than 111,000 square feet of publicly accessible open space, including a neighborhood park.

Although the relocation impact report for the closure of the then-existing mobile home park on the project site (Imperial Avalon Mobile Estates) was approved separately, redevelopment of the site required demolition of the then-existing mobile home park and related improvements.

Article 11, Chapter 8 of the Carson Municipal Code authorizes DIF credits for demolition of existing permitted structures that are replaced with new development that is subject to DIF. The ordinance provides that requests for demolition-related credits be submitted at the time of demolition permit application to allow the City to verify eligible improvements and calculate applicable credits.

Although no formal written credit request was submitted during the demolition permitting process, sufficient documentation exists for staff to independently verify the demolished improvements. Staff reviewed building permits, demolition permits, historical site records, aerial imagery, and related project documentation to confirm unit counts and calculate the eligible credit.

Based on this review, staff verified that the requested credit is fully supportable under City records, accurately reflects the specific amount of credits authorized by the DIF ordinance, and is consistent with the overall purpose and intent of the DIF ordinance to award credits for preexisting replaced improvements. Accordingly, staff determined that the procedural timing of the request did not impair the City's ability to accurately verify or calculate the eligible DIF credit.

The current DIF invoice for the Envision Carson Mixed-Use Project reflects development proposed on Lots 1 and 3. Staff calculated applicable DIF obligations in accordance with Article 11, Chapter 8 of the Carson Municipal Code and evaluated the requested demolition-related credit.

Eligible DIF credits are based on the removal of legally existing residential units that previously contributed to infrastructure demand. The verified credit reflects the demolished residential units of the former Imperial Avalon Mobile Estates and has been calculated in accordance with the City's DIF methodology on a unit-for-unit basis.

The Development Impact Fee calculation for the current DIF invoice (Exhibit 2), which is for Lots 1 & 3, is summarized as follows:

Project Component	DIF Amount
Townhomes (Lot 3: 351 units):	\$7,422,779.52
Apartments (Lot 1: 465 units):	\$8,509,760.17
Subtotal DIF (Lots 1 & 3):	\$15,932,539.69

DIF Credit/Offset: (\$3,652,660.62)
Net DIF Due: \$12,279,879.07

This recommendation is limited to the facts and circumstances of the current project and does not establish precedent for future projects or modify existing DIF procedures. The credit proposed to be ratified is specific to the demolition event described herein and reflects all demolition associated with the project, and no further or additional DIF credit or other offset shall be applied to any subsequent phase of development. The proposed ratified credit constitutes the full and final Development Impact Fee credit associated with the demolished residential units and shall be applied only to the current invoice for Lots 1 and 3 and not any subsequent phase of development.

V. FISCAL IMPACT

The total Development Impact Fee obligation for Lots 1 and 3 (prior to application of the credit) is \$15,932,539.69. Application of the verified demolition-related DIF credit in the amount of \$3,652,660.62 results in a net DIF obligation of \$12,279,879.07 for Lots 1 and 3, as shown in Exhibit 2.

This action does not create a new financial impact to the City. It ratifies a credit authorized under the City's Development Impact Fee Ordinance and authorizes its application to the current DIF invoice, as shown in Exhibit 2. Remaining DIF payments will be collected in accordance with City ordinance and applicable project approvals.

VI. EXHIBITS

1. Resolution No. 2026-073
2. Development Impact Fee Invoice for Lots 1 and 3 (with credit applied)

Attachments

[Resolution re DIF Credit \(2161830.1\).pdf](#)

[CITY DIF INVOICE 2676 - 601 PARK DRIVE LLC \(REFERENCE - ENVISION CARSON\) 06-25-26.pdf](#)

RESOLUTION NO. 2026-073

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, RATIFYING DEVELOPMENT IMPACT FEE (DIF) CREDITS IN THE AMOUNT OF \$3,652,660.62 ASSOCIATED WITH THE DEMOLITION OF THE FORMER IMPERIAL AVALON MOBILE ESTATES FOR THE ENVISION CARSON MIXED-USE PROJECT AND AUTHORIZING APPLICATION OF THOSE CREDITS TO THE CURRENT DEVELOPMENT IMPACT FEE INVOICE FOR LOTS 1 AND 3

WHEREAS, the Envision Carson Mixed-Use Project, formerly known as the Imperial Avalon Mixed-Use Project, is a master-planned redevelopment of the former Imperial Avalon Mobile Estates located at approximately 21207 South Avalon Boulevard; and

WHEREAS, although the relocation impact report for the closure of the then-existing mobile home park on the project site (Imperial Avalon Mobile Estates) was approved separately, redevelopment of the property required demolition of the then-existing mobile home park and associated improvements; and

WHEREAS, Article 11, Chapter 8 of the Carson Municipal Code authorizes Development Impact Fee ("DIF") credits for the demolition of eligible existing permitted structures that are replaced by new development that is subject to Development Impact Fees, provided such improvements are verified by the City; and

WHEREAS, Imperial Avalon DE, LLC, owner and developer of the Envision Carson Mixed-Use Project, requested demolition-related Development Impact Fee ("DIF") credits in the amount of Three Million Six Hundred Fifty-Two Thousand Six Hundred Sixty Dollars and Sixty-Two Cents (\$3,652,660.62) associated with the demolition of the former Imperial Avalon Mobile Estates; and

WHEREAS, no formal, written request for demolition-related DIF credits was submitted at the time demolition permits were issued or executed. However, following receipt of the formal written request, City staff was provided with and reviewed building permit records, demolition permits, historical site records, aerial imagery, and other available documentation, and verified the demolished improvements and the resulting eligible DIF credit; and

WHEREAS, the City Council finds that the procedural timing of the request did not impair the City's ability to independently verify the demolished improvements or accurately calculate the eligible DIF credit; and

WHEREAS, the City Council further finds that ratification of the verified DIF credit is consistent with the purpose and intent of the City's Development Impact Fee Ordinance because the credit is supported by substantial evidence contained in the administrative

record and reflects eligible existing residential units removed to facilitate redevelopment of the property; and

WHEREAS, the City Council desires to ratify the verified DIF credit and authorize its application to the current Development Impact Fee invoice for Lots 1 and 3 of the Envision Carson Mixed-Use Project; and

WHEREAS, the verified DIF credit set forth herein constitutes the full and final credit associated with the demolition of the previously existing Imperial Avalon Mobile Estates mobile home park or units, and no DIF credit or offset shall be applied to any subsequent phase of the Envision Carson Mixed-Use Project.

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

SECTION 1. The foregoing recitals are true and correct and are incorporated herein by this reference.

SECTION 2. The City Council hereby ratifies Development Impact Fee credits in the amount of \$3,652,660.62 associated with the demolition of the former Imperial Avalon Mobile Estates for the Envision Carson Mixed-Use Project. The ratified credit constitutes the full and final Development Impact Fee credit associated with the demolished residential units and shall not be applied to any subsequent phase of development.

SECTION 3. The City Council authorizes City staff to apply the ratified Development Impact Fee credit to the current Development Impact Fee invoice for Lots 1 and 3 of the Envision Carson Mixed-Use Project.

SECTION 4. The City Council finds that this action is based upon the specific facts and administrative record associated with the Envision Carson Mixed-Use Project, including City staff's independent verification of the demolished improvements, and shall not be construed as modifying the requirements of Article 11, Chapter 8 of the Carson Municipal Code or establishing precedent for future requests for Development Impact Fee credits.

SECTION 5. If any provision of this Resolution or its application is held invalid by a court of competent jurisdiction, such invalidity shall not affect the remaining provisions of this Resolution, which shall continue in full force and effect.

SECTION 6. The City Clerk shall certify the adoption of this Resolution and shall cause this Resolution to be entered into the official records of the City.

PASSED, APPROVED AND ADOPTED this 7th day of July 2026.

Lula Davis-Holmes, Mayor

APPROVED AS TO FORM:

Sunny K. Soltani, City Attorney

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF CARSON)

I, Khaleah Bradshaw, City Clerk of the City of Carson, do hereby certify that the foregoing Resolution, being Resolution No. 26-073, was passed and approved by the City Council of the City of Carson at its meeting held on July 7, 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Dr. Khaleah K. Bradshaw, City Clerk



City of Carson, CA
701 E Carson St
Carson, CA 90745

General Invoice

Customer Copy

CUSTOMER			INVOICE DATE		INVOICE NUMBER		AMOUNT PAID		DUE DATE		INVOICE TOTAL DUE	
601 PARK DRIVE, LLC (ENVISION CARSON)			06/25/2026		2676		\$0.00		06/25/2026		\$12,279,879.07	
DESCRIPTION			QUANTITY		PRICE	UOM	ORIGINAL BILL		ADJUSTED		PAID	AMOUNT DUE
DEVELOPMENT IMPACT FEE (DIF)			1.00		\$12279879.070000	EACH	\$12,279,879.07		\$0.00		\$0.00	\$12,279,879.07
LOT 1: 465 RESIDENTIAL UNITS												
LOT 3: 351 RESIDENTIAL UNITS												
TOTAL UNITS SUBJECT TO THIS INVOICE: 816												
INSTALLMENTS												
INSTALLMENT NUMBER	CHARGE CODE	START DATE	DUE DATE	INTEREST DATE	BILLED AMOUNT	ADJUSTED AMOUNT	TOTAL PAID	INTEREST DUE	PRINCIPAL UNPAID	BALANCE UNPAID		
1		06/25/2026	06/25/2026	06/25/2026	\$12,279,879.07	\$0.00	\$0.00	\$0.00	\$12,279,879.07	\$12,279,879.07		
							Invoice Total:		\$12,279,879.07			

DIF-2026-001

DEVELOPMENT IMPACT FEES: LOT 1: \$8,509,760.17
DEVELOPMENT IMPACT FEES: LOT 3: \$7,422,779.52
GROSS DIF OBLIGATION: \$15,932,539.69
LESS: DIF CREDIT/OFFSET: (\$3,652,660.62)
TOTAL DIF PAYMENT DUE: \$12,279,879.07

✂ DETACH AND RETURN THE PORTION BELOW WITH YOUR PAYMENT ✂



City of Carson, CA
701 E Carson St
Carson, CA 90745

General Invoice

Remit Portion

Invoice Date	06/25/2026
Invoice Number	2676
Customer Number	10548
Amount Paid	
Due Date	06/25/2026
Invoice Total Due	\$12,279,879.07

601 PARK DRIVE, LLC
REFERENCE: ENVISION CARSON
659 N. ROBERTSON BLVD. WEST
HOLLYWOOD, CA 90069

Please write your Account Number on your check and
enclose this portion of the bill with your payment.
Make checks payable to: City of Carson



File #:

Version:

Report to Honorable Mayor and City Council

Tuesday, July 7, 2026, 5:00 PM

DISCUSSION 32.

To: Honorable Mayor and City Council

From: Dr. Khaleah K. Bradshaw, City Clerk CCO Administration

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

I. SUMMARY

This item is on the agenda to consider only uncontested appointments of City Commission, Committee, and Board members in accordance with the City Charter, Article VI, by Mayor and City Council.

Also, consider all (contested and uncontested) appointments to all commissions and also consider appointments to City Affiliated Organizations.

Pursuant to Section 602 of the City Charter provides, in part, the mayor and each member of the city council may appoint one member to a position on each City board or City commission, and the remaining membership positions shall be appointed by the mayor and approved by a majority of the city council, including the three alternates.

II. RECOMMENDATION

TAKE the following actions:

1. CONSIDER and only APPOINT uncontested members to the City Commissions, Committees, and Boards;
2. CONSIDER and APPOINT all (contested and uncontested) members to all commissions except Planning Commission and Environmental Commission;
3. CONSIDER and APPOINT members to City Affiliated Organizations;
4. DIRECT the City Clerk to notify all affected appointments of this action in writing;
5. IF APPLICABLE, DIRECT the City Clerk to post and publish in accordance with the Maddy Act

III. ALTERNATIVES

N/A

IV. BACKGROUND

Every two years after the municipal election, most Commission and Board appointments expire. As unscheduled vacancies occur and/or members are frequently absent, it is best practice to consider new appointments.

Invitations to submit an appointment application for all interested person(s) were posted in accordance with the Maddy Act. Applications for individuals requesting appointments were previously provided under separate cover to the Mayor and City Council.

V. FISCAL IMPACT

Funds for member stipends are already budgeted for Fiscal Year 2025-2026.

VI. EXHIBITS

1. Updated Local Appointments List for Commissions, Committees, and Boards

Attachments

[Updated Local Appointments List for Commissions Committees and Boards \(6-30-26\).pdf](#)



CITY OF CARSON

LOCAL APPOINTMENTS LIST FOR COMMISSIONS, COMMITTEES, AND BOARDS (Pursuant to Government Code Section 54970 et seq.)

NOTICE IS HEREBY GIVEN that the current terms for the following Commissioners, Committee, and Board Members will expire as indicated for the respective bodies listed. Any interested resident of the City of Carson, California, is eligible to serve on any of the commissions, committees, or boards below, unless otherwise specified. Applications are available at the City Clerk's Office by request at (310) 952-1720.

* The following appointed positions may receive compensation

** Mayor's uncontested appointment

Vacant

I. COMMISSIONS

Article VI, §602 of the City Charter: To be qualified for appointment, the member shall be a qualified elector of the City, shall be domiciled in the City for at least sixty (60) days immediately preceding their appointment, and shall continue to reside in the City for the duration of his or her tenure, unless otherwise provided by ordinance.

The mayor and each member of the city council may appoint one member to a position on each City board, committee or commission, and the remaining membership positions shall be appointed by the mayor and approved by a majority of the city council, including the three alternates.

[1] Economic Development Commission

Established by: Ordinance No. 00-1191. §1 (CMC §27104.1); Ordinance No. 21-2108

Membership: 9 members; 3 alternates

Qualification: Shall be and remain a resident of, or have a place of employment or business in the City of Carson, and be at least 18 years of age. Shall include representatives of all major sectors of the Carson business community as determined in the sole discretion of the City Council.

Meetings: 1st Thursday, 8:00 a.m. (Executive Conference Room)

Staff Liaison: John Raymond, Asst. City Mgr x1773;

Support Staff: Sandy Solis, Division Secretary x1325

Commissioner

Aldridge Jr., Ray (LDH)**

Childers, Christopher (CH)

Embry, Darren (LDH)

Kelley, Blake (LDH)

Jimenez, Trini (AR)

Luevano, Jose (JH)

Sparrow, Clyde (LDH)

Wallace, Deborah (LDH)

Baddeley, Kevin (JD)

Cordova, Ted (LDH)

Ibarra, Victor (LDH)

Ross, Kevin (LDH) *Pending Oath

Alt. 1

Alt. 2

Alt. 3

Appointed

12-06-22

12-06-22

04-04-23

04-04-23

12-06-22

06-17-25

04-04-23

04-04-23

06-17-25

04-04-23

02-06-24

06-03-26

Term Expires

11-30-26

11-30-26

11-30-26

11-30-26

11-30-26

11-30-26

11-30-26

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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

<u>Commissioner</u>		<u>Appointed</u>	<u>Term Expires</u>
Dan Morgan (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:

<u>Commissioner</u>		<u>Appointed</u>	<u>Term Expires</u>
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
Ornelas, Isabella (LDH) *Pending Oath	Youth	06-03-26	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: Kimberly Madrigal, Administrative Secretary x3581

Commissioner

		<u>Appointed</u>	<u>Term Expires</u>
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

		<u>Appointed</u>	<u>Term Expires</u>
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
Balгимino, Jay (AR) *Pending Oath		02-03-26	11-30-26
Huff, Del (LDH)		12-03-24	11-30-26
Wilson, Leticia (LDH)		12-03-24	11-30-26
Mfume, DeQuita (LDH)		12-03-24	11-30-26
Johnson, Clarence (JH)		03-19-24	11-30-26
Thomas, Dianne (CH)		12-06-22	11-30-26
Montecarlo, Jaime (LDH)	Alt. 1	12-03-24	11-30-26
Vacant (LDH)	Alt. 2		11-30-26
Vacant (LDH)	Alt. 3		11-30-26

[6] Public Relations Commission*

Established by: Ordinance No. 01-1239, §2 (CMC §27105.1)

Membership: 9 members; 3 alternates

Qualification: Shall be a resident of the City of Carson and be at least eighteen (18) years of age at the time of the member's appointment.

Meetings: 4th Tuesday, 12:00 p.m. (City Manager Conference Room)

Staff Liaison: Danielle Halsey, Public Information Analyst x1606

Support Staff: Christine Foisia, Senior Clerk x1740

<u>Commissioner</u>		<u>Appointed</u>	<u>Term Expires</u>
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. Denise (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:

<u>Commissioner</u>		<u>Appointed</u>	<u>Term Expires</u>
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

<u>Commissioner</u>		<u>Appointed</u>	<u>Term Expires</u>
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
Neals, Cedric (CH) *Pending Oath		06-03-26	11-30-26
Martin, Jr., Marion (LDH)		12-03-24	11-30-26
Vacant (JH)			11-30-26
Obiora, Emmanuel (LDH)	Alt. 1	12-03-24	11-30-26
Vacant (LDH)	Alt. 2		11-30-26
Wilson, Daniel (LDH)	Alt. 3	01-20-26	11-30-26

[9] Senior Citizens Advisory Commission*

Established by: Ordinance No. 97-1119, §1 (CMC §2799.6)

Membership: 11 members; 3 alternates

Qualification: Resident of the City of Carson and be at least 50 years of age at the time of appointment.

Meetings: 2nd Monday, 4:00 p.m. (Community Center, Carson/Donminguez room)

Staff Liaison: Mike Whittiker, Jr., Director of Community Services x1780; Dani Cook, Human Services Supervisor x1480

Support Staff: Brenda Reed, Senior Clerk x1775

<u>Commissioner</u>		<u>Appointed</u>	<u>Term Expires</u>
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 Multiauoapele, Division Secretary x3557

<u>Commissioner</u>		<u>Appointed</u>	<u>Term Expires</u>
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:

<u>Commissioner</u>		<u>Appointed</u>	<u>Term Expires</u>
De La Cruz Manio, Connie (LDH)		02-03-26	11-30-26
Felder, Yolanda (LDH)		12-03-24	11-30-26
Fields-Robinson, Dr. Leandrea (LDH)**		12-03-24	11-30-26
Foster, Carolyn (LDH)		12-03-24	11-30-26
Finley, Stephanie (JD)		10-21-25	11-30-26
Odom Houze, Susan (JH)		04-04-23	11-30-26
Price, Dr. Greta (AR)		12-06-22	11-30-26
Williams, Maria (CH)		12-03-24	11-30-26
Tresvant, Sheila (LDH)		12-03-24	11-30-26
Jones-Phillips, Jennifer (LDH) *Pending Oath	Alt. 1	06-03-26	11-30-26
Mackson, Monique (LDH)	Alt. 2	12-03-24	11-30-26
Giles Washington, Christyna (LDH) *Pending Oath	Alt. 3	04-07-26	11-30-26

[12] Youth Commission*

Established by: Ordinance No. 98-1132, §1 (CMC §27100.6)

Membership: 11 members; 3 alternates

Qualification: Resident of the City of Carson and be at least 13, but not more than 18 years of age at the time of appointment.

Meetings: 2nd Wednesday, 7:00 p.m. (Executive Conference Room)

Staff Liaison: Brian Legaspi, Council Aide x 1721

Support Staff:

Commissioner

	<u>Appointed</u>	<u>Term Expires</u>
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) *Pending Oath	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

	<u>Appointed</u>	<u>Term Expires</u>
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

		<u>Appointed</u>	<u>Term Expires</u>
Richardson, Sheila (JH)	At-large		11-30-26
Valdez, Daniel (JD)	At-large	12-03-24	11-30-26
Hernandez, Susan (AR)	At-large	04-21-26	11-30-26
Clark Harris, Dr. Alice (LDH)	At-large Alt. 1	04-04-23	11-30-26
Muhammad, Nafis (LDH)	At-large Alt. 2	04-04-23	11-30-26
Perez, Karey (LDH)	At-large Alt. 3	04-04-23	11-30-26
Hayes, Phyllis (LDH)	At-large Alt. 4	04-04-23	11-30-26
Horton, Maria (LDH)	Park Owner	12-02-25	11-30-26
Forbath, Susy (LDH)	Park Owner	04-04-23	11-30-26
Dzikowski, Barbara (LDH)	Park Owner Alt. 1	12-02-25	11-30-26
Kleege, Robert Bruce (LDH)	Park Owner Alt. 2	03-04-25	11-30-26
Vacant (LDH)**	Resident Homeowner	01-20-26	11-30-26
King, Tom (CH)	Resident Homeowner	01-17-23	11-30-26
Davis, William (LDH)	Resident Homeowner Alt. 1	04-04-23	11-30-26
Vacant (LDH)	Resident Homeowner Alt. 2		11-30-26

[15] Relocation Appeals Board

Established by: Ordinance No. 74-313 (CMC §21004)

Membership: 9 members; 3 alternates

Qualification: Resident of the City of Carson

Meetings: Only when necessary

Staff Liaison: Sandy Solis, Economic Development Liaison x1325

Support Staff:

		<u>Appointed</u>	<u>Term Expires</u>
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

	<u>Appointed</u>	<u>Term Expires</u>
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

	<u>Appointed</u>	<u>Term Expires</u>
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

	<u>Appointed</u>
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

	<u>Appointed</u>
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

	<u>Appointed</u>
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

Mayor Pro Tempore Hicks, Sr.
Councilmember Dr. Hilton

Appointed

12-03-24
12-03-24

[22] City Hall/Community Center Renovation Ad Hoc Committee

Established by: Minute Order 01-16-21

Mayor Davis-Holmes
Councilmember Dr. Hilton

Appointed

01-26-21
01-26-21

[23] Economic Development/E-Commerce Ad-Hoc Committee

Established by: Minute Order 03-02-21

Mayor Davis-Holmes
Mayor Pro Tempore Hicks, Sr.

Appointed

03-02-21
03-02-21

[24] Conditional Use Permit Ad Hoc Committee

Established by: Minute Order 04-05-22

Mayor Davis-Holmes
Councilmember Dr. Hilton

Appointed

04-05-22
04-05-22

[25] Housing Ad Hoc Committee

Established by: Minute Order 03-16-21

Councilmember Dr. Hilton
Mayor Pro Tempore Hicks, Sr.

Appointed

12-03-24
12-03-24

[26] Diversity, Equity and Inclusion Ad Hoc Committee

Established by: Minute Order 09-07-21

Councilmember Dr. Hilton
Councilmember Rojas

Appointed

09-07-21
03-01-22

[27] Standard Management Procedures and Special Ecents Ad Hoc Committee

Established by: Minute Order 01-04-22

Mayor Davis-Holmes
Councilmember Dr. Hilton

Appointed

01-04-22
01-04-22

[28] Cell 2 Settlement Ad Hoc Committee

Established by: Minute Order 02-07-22 (Carson Reclamation Authority)

Authority Chair Lula Davis-Holmes
Board Member Dianne Thomas

Appointed

02-07-22
02-07-22

[29] School Safety Ad Hoc Committee

Established by: Minute Order 02-15-22

Councilmember Dr. Hilton
Councilmember Rojas
Captain Jones Norman

Appointed

12-03-24
12-03-24
12-03-24

[30] Carson Finance and Audit Committee

Established by: Minute Order 06-20-23

Mayor Davis-Holmes
Councilmember Rojas
Mayor Pro Tempore Hicks, Sr.

Appointed

06-20-23
06-20-23
02-18-24

[31] Short-Term Rentals Ad Hoc Committee

Established by: Minute Order 03-02-21

Established by: Minute Order 10-03-23

Mayor Davis-Holmes
Councilmember Dr. Hilton

Appointed

10-03-23

10-03-23

[32] Special Event Ad Hoc Committee

Established by: Minute Order 06-06-24

Mayor Davis-Holmes
Councilmember Dr. Hilton

Appointed

06-06-24

06-06-24

[33] LA '28 Olympics Ad Hoc Committee

Established by: Minute Order 07-16-24

Mayor Davis-Holmes
Councilmember Dr. Hilton

Appointed

07-16-24

07-16-24

[34] Refinery Ad Hoc Committee

Established by: Minute Order 12-03-24

Mayor Davis-Holmes
Mayor Pro Tempore Hicks, Sr.

Appointed

12-03-24

12-03-24

[35] Grocery Store Ad Hoc Committee

Established by: Minute Order 06-18-24

Councilmember Dr. Hilton
Mayor Pro Tempore Hicks, Sr.

Appointed

06-18-24

06-18-24

[36] Gil Smith Mermorial Ad Hoc Committee

Established by: Minute Order 01-07-25

Mayor Pro Tempore Hicks, Sr.
Councilmember Dr. Hilton

Appointed

02-03-26

01-07-25

[37] Energy Ad Hoc Committee

Established by: Minute Order 09-16-25

Mayor Pro Tempore Hicks, Sr.
Councilmember Dr. Hilton

Appointed

09-16-25

09-16-25

[38] Transportation and Dial-A-Ride Services Ad Hoc Committee

Established by: Minute Order 11-05-25

Mayor Pro Tempore Hicks, Sr.
Councilmember Dr. Hilton

Appointed

11-05-25

11-05-25

[39] Drive Construction Project Ad Hoc Committee

Established by: Minute Order 03-03-25

Mayor Lula Davis-Holmes
Board Member Dianne Thomas

Appointed

03-03-26

03-03-26

VI. CITY AFFILIATED ORGANIZATIONS

[40] California Contract Cities Association

Mayor Pro Tempore Hicks, Sr.	Delegate	<u>Appointed</u>	12-03-24
Mayor Davis-Holmes	Alternate		12-03-24

[41] Clean Power Alliance

Ord. No. 17-1633; LACCE Joint Powers (Authority)

Mayor Pro Tempore Hicks, Sr.	Delegate	<u>Appointed</u>	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

Mayor Davis-Holmes	Delegate	<u>Appointed</u>	12-03-24
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[43] County Sanitation Districts of Los Angeles (Dist. No. 8)*

Automatic designation of Mayor as Delegate per Health and Safety Code Section 4730. City Council as governing body, must select an alternate to act in place of presiding officer (Mayor) in absence, inability, or refusal to act.

Mayor Davis-Holmes	Delegate	<u>Appointed</u>	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.

Councilmember Dear	Delegate	<u>Appointed</u>	01-26-21	<u>Term Expires</u>	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

Mayor Davis-Holmes	Delegate	<u>Appointed</u>	01-26-21
Councilmember Dr. Hilton	Alternate		01-23-24

[46] League of California Cities

Councilmember Rojas	Delegate	<u>Appointed</u>
Councilmember Dr. Hilton	Alt. 1	03-01-22
Mayor Davis-Holmes	Alt. 2	01-26-21
		12-03-24

[47] League of California Cities (Los Angeles Co. Division)

Councilmember Dr. Hilton	Delegate	<u>Appointed</u>
Councilmember Rojas	Alt. 1	12-03-24
Mayor Davis-Holmes	Alt. 2	01-26-21
		12-03-24

[48] National League of Cities

Mayor Pro Tempore Hicks, Sr.	Delegate	<u>Appointed</u>
Councilmember Rojas	Alt. 1	01-26-21
Councilmember Dr. Hilton	Alt. 2	12-03-24

[49] South Bay Cities Council of Govts (Joint Powers Authority)

Mayor Pro Tempore Hicks, Sr.	Delegate	<u>Appointed</u>
Mayor Davis-Holmes	Alternate	01-26-21
		12-03-24

[50] South Bay Workforce Investment Board

Ted Cordova	Member	<u>Appointed</u>	<u>Term Expires</u>
Jeffrey Jennison	Member	06-18-24	06-30-28
Janice Jimenez	Member	06-18-24	06-30-28
Tamala Lewis	Member	07-01-21	06-30-25
Tami Lorenzen-Fanselow	Member	07-01-19	06-30-23
		07-01-19	06-30-23

[51] Southern California Association of Governments (SCAG)

Councilmember Dr. Hilton	Delegate	<u>Appointed</u>
Mayor Davis-Holmes	Alt. 1	01-26-21
Councilmember Rojas	Alt. 2	01-26-21
		12-03-24

[52] U.S. Conference of Mayors

Mayor Davis-Holmes	Delegate	<u>Appointed</u>
Councilmember Rojas	Alt. 1	01-26-21
Mayor Pro Tempore Hicks, Sr.	Alt. 2	03-01-22
		01-26-21

[53] West Basin Water Association

Mayor Davis-Holmes	Delegate	<u>Appointed</u>
Mayor Pro Tempore Hicks, Sr.	Alternate	12-03-24
		01-26-21



Report to Honorable Mayor and City Council

Tuesday, July 7, 2026, 5:00 PM

ORDINANCE SECOND READING 33.

To: Honorable Mayor and City Council

From: Dr. Arlington Rodgers, Director of Public Works PW Engineering

Subject: CONSIDER SECOND READING AND ADOPTION OF ORDINANCE NO. 26-2610 ADDING CHAPTER 4 (MORATORIUM ON ROADWAY PAVEMENT CUTS) TO ARTICLE II (STREETS) OF THE CARSON MUNICIPAL CODE TO IMPOSE MORATORIUM ON ROADWAY PAVEMENT CUTS (CITY COUNCIL)

I. SUMMARY

On June 16, 2026, under Item No. 31 of the City Council agenda, the City Council unanimously adopted Urgency Ordinance No. 26-2609U (Exhibit No. 1) and introduced Ordinance No. 26-2610 (Exhibit No. 2), establishing a roadway pavement cut moratorium for recently improved City streets. The purpose of the proposed moratorium is to protect the City's significant investment in roadway infrastructure by preserving the condition, appearance, and structural integrity of newly improved streets and maximizing the useful life of those improvements.

The proposed ordinance would generally prohibit pavement cuts, trenching, and other roadway excavation activities for a period of five (5) years following the completion of major City-funded roadway construction, reconstruction, rehabilitation, or asphalt overlay projects exceeding one-half inch in thickness. A three (3) year moratorium would apply to streets that have received less extensive pavement preservation treatments, such as thin asphalt overlays, chip seal, slurry seal, and micro-surfacing. The ordinance also establishes clear regulations governing excavation activities within recently improved streets while allowing exceptions for emergency repairs, utility failures, public safety needs, and other circumstances determined by the City to be in the public interest.

This item is being presented to the City Council for the second reading and adoption of Ordinance No. 26-2610 in accordance with the City's standard ordinance adoption process. Adoption of the ordinance will provide the City with an important tool to protect public infrastructure investments, reduce premature pavement deterioration, minimize future maintenance costs, and preserve the safety and quality of the City's transportation network.

II. RECOMMENDATION

CONDUCT a Second Reading by title only and with further reading waived, and ADOPT Ordinance No. 26-2610, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, ADDING CHAPTER 4 (MORATORIUM ON ROADWAY PAVEMENT CUTS) TO ARTICLE II (STREETS) OF THE CARSON MUNICIPAL CODE TO IMPOSE MORATORIUM ON ROADWAY PAVEMENT CUTS."

III. ALTERNATIVES

1. DO NOT APPROVE the above recommendation.
2. TAKE another action the City Council deems appropriate, consistent with the requirements of the law.

IV. BACKGROUND

On June 16, 2026, under Item No. 31 of the City Council agenda, the City Council unanimously adopted Urgency Ordinance No. 26-2609U (Exhibit No. 1) and introduced Ordinance No. 26-2610 (Exhibit No. 2) establishing a roadway pavement cut moratorium for recently improved City streets. The purpose of the ordinances is to protect the City's significant investment in roadway infrastructure by preserving the condition, appearance, and structural integrity of newly improved streets. Each year, the City invests substantial public funds to repair, rehabilitate, reconstruct, and preserve its roadway network. When streets are excavated shortly after being improved, the integrity of the pavement can be compromised, resulting in premature deterioration, reduced roadway life, increased maintenance costs, and additional inconvenience to motorists and residents. The pavement cut moratorium is intended to maximize the useful life of roadway improvements and ensure that taxpayers receive the full benefit of these investments.

The urgency ordinance currently in effect, and the proposed permanent ordinance, prohibit pavement cuts, trenching, and other excavation activities within recently improved roadways for specified periods. Streets that have undergone major reconstruction, rehabilitation, resurfacing, or asphalt overlay improvements exceeding one-half inch in thickness are subject to a five-year moratorium on excavation activities. Streets that have received pavement preservation treatments, such as slurry seal, chip seal, micro-surfacing, or thin asphalt overlays, are subject to a three-year moratorium. These restrictions are intended to reduce premature pavement damage, minimize disruptions to the traveling public, and preserve the City's roadway assets.

The proposed ordinance also establishes a clear process for regulating excavation activities within moratorium streets while recognizing that certain circumstances may warrant exceptions. Exceptions are provided for emergency repairs, utility failures, service interruptions, public safety emergencies, and other situations determined by the City to be in the public interest. When excavation within a moratorium street is authorized, the City may require enhanced pavement restoration measures to ensure that the roadway is restored in a manner that maintains its structural integrity, functionality, and appearance.

This item is being presented to the City Council for the second reading and adoption of Ordinance No. 26-2610, which will complete the standard ordinance adoption process and formally incorporate the roadway pavement cut moratorium into the Carson Municipal Code. Staff recommends approval of the ordinance because it will provide the City with an important tool to protect public infrastructure investments, extend the useful life of City streets, improve coordination with utility providers and contractors, reduce long-term maintenance costs, and preserve the safety and quality of the City's transportation network.

V. FISCAL IMPACT

There is no direct fiscal impact associated with the adoption of the proposed ordinances. However, implementation of the roadway pavement cut moratorium is expected to help protect the City's substantial investment in roadway infrastructure by extending pavement life, reducing premature deterioration, and minimizing future maintenance and rehabilitation costs.

VI. EXHIBITS

1. Urgency Ordinance No. 26-2609U
2. Proposed Ordinance No. 26-2610

Attachments

[1. Urgency Ordinance No. 26-2609U](#)

[2. Ordinance No. 26-2610](#)

ORDINANCE NO. 26-2609U

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, ADDING CHAPTER 4 (MORATORIUM ON ROADWAY PAVEMENT CUTS) TO ARTICLE II (STREETS) OF THE CARSON MUNICIPAL CODE TO IMPOSE MORATORIUM ON ROADWAY PAVEMENT CUTS

WHEREAS, the City of Carson (“City”) is a charter city in the State of California; and

WHEREAS, the City spends millions and sometimes tens of millions of dollars annually improving its public streets and roadways in an effort to eliminate and reduce road hazards, traffic accidents and vehicular damage, to create smoother traffic flow, and to generally enhance the aesthetic conditions within the City; and

WHEREAS, the City’s allowance of applicants to disturb its streets and roadways soon after the City completes its street improvements would result in the loss of these City investments in its streets, create unnecessary and redundant vehicular traffic and traffic safety hazards associated with excavation of its roads, and create unsightly road conditions; and

WHEREAS, the City Council now sees fit to adopt a moratorium restricting roadway pavement cuts or trenches in City streets for a reasonable time after the pavement is resurfaced or reconstructed. The regulations set forth in this ordinance are necessary for the immediate preservation of public peace, health or safety, as detailed below.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA DOES ORDAIN AS FOLLOWS:

SECTION 1. RECITALS. The foregoing recitals are true and correct, and are incorporated herein by this reference as findings of fact.

SECTION 2. URGENCY FINDING. The City Council hereby declares this ordinance as an urgency measure necessary for the immediate preservation of public peace, health or safety pursuant to Section 313(F) of the City’s Charter, for the following reasons, which constitute findings of fact:

(a) Roadway excavations made by the City involve a significant financial City investment, routinely costing millions and sometimes tens of millions of City’s taxpayer dollars annually. Allowance of roadway pavement cuts or trenches in City streets soon after completion of these City projects would have immediate adverse impacts on public peace, health and/or safety, including negatively impacting City’s ability to (i) protect the City’s investment in its infrastructure; (ii) preserve the life of roadways ensuring an improved traveling surface while concurrently avoiding immediate structural degradation of the roadway; (iii) prevent traffic safety hazards caused by premature roadway failing; (iv) prevent assumption of redundant and unnecessary safety risks associated with excavation of roadways and (v) preserve an aesthetic

appearance consistent with the City's roadway surfaces that have undergone recent excavation (collectively, "Protected Public Peace, Health and Safety").

(b) It is common knowledge that excavations of roadways carry significant public peace, health or safety risks. By way of example, roadway excavations conducted soon after City completes a roadway improvement project creates situations where the City's investment in the roadways becomes nullified and lost. Additionally, such excavations can lead to premature road degradation (cracking and potholes around the cut), subsurface instability leading to dangerous depressions, traffic delays and accidents, and striking buried utilities during excavation. The City anticipates that all of the Protected Public Peace, Health and Safety elements will be at risk if the City does not take immediate action to prevent them by this ordinance, as there currently exists pending applications for excavation of roadways.

SECTION 3. CEQA. This ordinance has been reviewed by the City Council with respect to applicability of the California Environmental Quality Act ("CEQA"), the State CEQA Guidelines (California Code of Regulations, Title 14, §§ 15000 *et seq.*, hereafter the "CEQA Guidelines"), and any applicable local CEQA policies and procedures and City has determined that this ordinance is not a "project" for purposes of CEQA, as that term is defined by CEQA Guidelines Section 15378, because City has determined, in its discretion and based on substantial evidence, that this ordinance presents no potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment. To the extent this ordinance is determined to be a project within the meaning of CEQA, it is also categorically exempt under CEQA Guidelines Section 15301 (Existing Facilities).

SECTION 4. ADOPTION. A new Chapter 4 (Moratorium on Roadway Pavement Cuts) is hereby added to Article II (Streets) of the Carson Municipal Code to read in its entirety as follows:

"CHAPTER 4 MORATORIUM ON ROADWAY PAVEMENT CUTS

7400 Definitions.

For purposes of this chapter, the following words, terms and phrases shall have the meaning given herein:

- A. "City" means the City of Carson, a charter city located within the State of California.
- B. "City Engineer" means the City Engineer of the City.
- C. "Completion Date" means the date a public works project that includes Roadway construction, resurfacing operations, or maintenance is accepted by the City.

D. "Curb to Curb" means the distance from one curb on one side of a Roadway to the other curb on the other side of the Roadway, irrespective of whether there exists a median island within the Roadway.

E. "Director" means the Director of Public Works of the City.

F. "Encroach" and "Encroachment" means the act of causing and any obstruction, line, conduit, pipe, wire, cable or any structure or object of any kind or character which is placed under the surface of a Roadway.

G. "Excavate" or "Excavation" means the act of or work of constructing, placing or installing an Encroachment in a Roadway.

H. "Pavement" means the surfaced portion of the Roadway.

I. "Permittee" means any Person who submits an application proposing to Encroach upon a Roadway for installation of any obstruction, line, conduit, pipe, wire, cable or any structure or object of any kind or character for placement under the surface of a Roadway.

J. "Person" means any individual, firm, partnership, joint venture, association, corporation, estate, trust, all public districts and other political subdivisions of the State of California.

K. "Right of Way" shall mean any land or interest therein which, by deed, conveyance, agreement, dedication, usage, or other process of law, has been reserved for or dedicated to the City for the use of the general public for purposes of vehicular travel.

L. "Roadway" means a public street, public highway, or Right of Way located within the jurisdictional boundaries of the City.

7401 Moratorium on Roadway Pavement Cuts.

(a) Purpose.

It is in the best interest of the general public to preserve the surface of the City's Roadway Pavement for a reasonable period after new Pavement or resurfacing has been installed and paid for by the City.

The purpose of the pavement cut moratorium in this section is to (i) protect the City's investment in its infrastructure; (ii) preserve the life of Roadways ensuring an improved traveling surface while concurrently avoiding immediate structural degradation of the Roadway; (iii) prevent traffic safety hazards caused by premature Roadway failing; (iv) prevent assumption of redundant and

unnecessary safety risks associated with Excavation of Roadways; and (v) preserve an aesthetic appearance consistent with the City's Roadway surfaces that have undergone recent excavation.

No entity or organization shall be exempt from the requirements of this section, including, but not limited to, utility companies, state agencies, federal agencies, school districts, and private developers.

(b) Moratorium.

Except as set forth in Subsection (c), permission to Excavate in a Roadway shall not be granted for five years after the Completion Date of City-financed Roadway construction, reconstruction, or maintenance, including asphalt overlays exceeding one-half inch in thickness, and for three years after the Completion Date of City-financed asphalt overlays (one-half inch or less in thickness), chip seal, slurry seal coatings, and micro paving of the Roadway's surface. Utilities shall plan sufficiently in advance to determine alternate methods for making necessary repairs to avoid excavating newly resurfaced Roadways.

(c) Moratorium Exceptions.

Exceptions to the moratorium may be allowed at the discretion of the Director or as otherwise permitted under applicable law for:

- (i) Emergencies which endanger life, property, or public health and safety.
- (ii) Restoration of severed utility connections to existing customers.
- (iii) Work mandated by state or federal legislation that cannot be delayed.
- (iv) Work for which a permit for Encroachment of any Roadway has already been approved by the City.
- (v) Work permitted by previously existing and active contracts or franchises granted under Section 6800 *et seq.* of the City's Municipal Code.
- (vi) Other situations deemed by the Director to be in the best interest of the general public.

(d) Encroachment and Restoration.

Where an exception is granted pursuant to this subsection, Permittee must do the following:

- (i) Pay for all costs and expenses of Pavement and Roadway Encroachments and restoration.

(ii) Restore the Roadway Curb to Curb (Roadway width) expanding out ten (10) feet (Roadway length) in both directions from the furthest points of the Excavation locations.

(iii) Ensure that restoration results in the Pavement and Roadway being substantially in the same condition as existed prior to the Encroachment, to the satisfaction of the City Engineer and in accordance with all City requirements.

(iv) Ensure that Encroachment and restoration shall not damage the Roadway's subsurface contents including utilities and must properly backfill and compact the Roadway in a manner that does not result in subsidence.

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 immediately upon its adoption, pursuant to Section 313(F) of the City's Charter.

SECTION 7. CERTIFICATION. The City Clerk shall certify to the adoption of this ordinance, and shall cause the same to be posted and codified in the manner required by law.

[signatures on the following page]

PASSED, APPROVED and ADOPTED by a two-thirds affirmative vote of the City Council at a regular meeting of the City Council on this ____ day of _____, 2026.

Lula Davis-Holmes, Mayor

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:

Sunny K. Soltani, City Attorney

ORDINANCE NO. 26-2610

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, ADDING CHAPTER 4 (MORATORIUM ON ROADWAY PAVEMENT CUTS) TO ARTICLE II (STREETS) OF THE CARSON MUNICIPAL CODE TO IMPOSE MORATORIUM ON ROADWAY PAVEMENT CUTS

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WHEREAS, the City’s allowance of applicants to disturb its streets and roadways soon after the City completes its street improvements would result in the loss of these City investments in its streets, create unnecessary and redundant vehicular traffic and traffic safety hazards associated with excavation of its roads, and create unsightly road conditions; and

WHEREAS, the City Council now sees fit to adopt a moratorium restricting roadway pavement cuts or trenches in City streets for a reasonable time after the pavement is resurfaced or reconstructed.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA DOES ORDAIN AS FOLLOWS:

SECTION 1. RECITALS. The foregoing recitals are true and correct, and are incorporated herein by this reference as findings of fact.

SECTION 2. CEQA. This ordinance has been reviewed by the City Council with respect to applicability of the California Environmental Quality Act (“CEQA”), the State CEQA Guidelines (California Code of Regulations, Title 14, §§ 15000 *et seq.*, hereafter the “CEQA Guidelines”), and any applicable local CEQA policies and procedures and City has determined that this ordinance is not a “project” for purposes of CEQA, as that term is defined by CEQA Guidelines Section 15378, because City has determined, in its discretion and based on substantial evidence, that this ordinance presents no potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment. To the extent this ordinance is determined to be a project within the meaning of CEQA, it is also categorically exempt under CEQA Guidelines Section 15301 (Existing Facilities).

SECTION 3. ADOPTION. A new Chapter 4 (Moratorium on Roadway Pavement Cuts) is hereby added to Article II (Streets) of the Carson Municipal Code to read in its entirety as follows:

“CHAPTER 4 MORATORIUM ON ROADWAY PAVEMENT CUTS

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- A. “City” means the City of Carson, a charter city located within the State of California.
- B. “City Engineer” means the City Engineer of the City.
- C. “Completion Date” means the date a public works project that includes Roadway construction, resurfacing operations, or maintenance is accepted by the City.
- D. “Curb to Curb” means the distance from one curb on one side of a Roadway to the other curb on the other side of the Roadway, irrespective of whether there exists a median island within the Roadway.
- E. "Director" means the Director of Public Works of the City.
- F. “Encroach” and "Encroachment" means the act of causing and any obstruction, line, conduit, pipe, wire, cable or any structure or object of any kind or character which is placed under the surface of a Roadway.
- G. “Excavate” or “Excavation” means the act of or work of constructing, placing or installing an Encroachment in a Roadway.
- H. "Pavement" means the surfaced portion of the Roadway.
- I. "Permittee" means any Person who submits an application proposing to Encroach upon a Roadway for installation of any obstruction, line, conduit, pipe, wire, cable or any structure or object of any kind or character for placement under the surface of a Roadway.
- J. "Person" means any individual, firm, partnership, joint venture, association, corporation, estate, trust, all public districts and other political subdivisions of the State of California.
- K. "Right of Way" shall mean any land or interest therein which, by deed, conveyance, agreement, dedication, usage, or other process of law, has been reserved for or dedicated to the City for the use of the general public for purposes of vehicular travel.

L. “Roadway” means a public street, public highway, or Right of Way located within the jurisdictional boundaries of the City.

7401 Moratorium on Roadway Pavement Cuts.

(a) Purpose.

It is in the best interest of the general public to preserve the surface of the City's Roadway Pavement for a reasonable period after new Pavement or resurfacing has been installed and paid for by the City.

The purpose of the pavement cut moratorium in this section is to (i) protect the City's investment in its infrastructure; (ii) preserve the life of Roadways ensuring an improved traveling surface while concurrently avoiding immediate structural degradation of the Roadway; (iii) prevent traffic safety hazards caused by premature Roadway failing; (iv) prevent assumption of redundant and unnecessary safety risks associated with Excavation of Roadways; and (v) preserve an aesthetic appearance consistent with the City's Roadway surfaces that have undergone recent excavation.

No entity or organization shall be exempt from the requirements of this section, including, but not limited to, utility companies, state agencies, federal agencies, school districts, and private developers.

(b) Moratorium.

Except as set forth in Subsection (c), permission to Excavate in a Roadway shall not be granted for five years after the Completion Date of City-financed Roadway construction, reconstruction, or maintenance, including asphalt overlays exceeding one-half inch in thickness, and for three years after the Completion Date of City-financed asphalt overlays (one-half inch or less in thickness), chip seal, slurry seal coatings, and micro paving of the Roadway's surface. Utilities shall plan sufficiently in advance to determine alternate methods for making necessary repairs to avoid excavating newly resurfaced Roadways.

(c) Moratorium Exceptions.

Exceptions to the moratorium may be allowed at the discretion of the Director or as otherwise permitted under applicable law for:

- (i) Emergencies which endanger life, property, or public health and safety.
- (ii) Restoration of severed utility connections to existing customers.
- (iii) Work mandated by state or federal legislation that cannot be delayed.

(iv) Work for which a permit for Encroachment of any Roadway has already been approved by the City.

(v) Work permitted by previously existing and active contracts or franchises granted under Section 6800 *et seq.* of the City's Municipal Code.

(vi) Other situations deemed by the Director to be in the best interest of the general public.

(d) Encroachment and Restoration.

Where an exception is granted pursuant to this subsection, Permittee must do the following:

(i) Pay for all costs and expenses of Pavement and Roadway Encroachments and restoration.

(ii) Restore the Roadway Curb to Curb (Roadway width) expanding out ten (10) feet (Roadway length) in both directions from the furthest points of the Excavation locations.

(iii) Ensure that restoration results in the Pavement and Roadway being substantially in the same condition as existed prior to the Encroachment, to the satisfaction of the City Engineer and in accordance with all City requirements.

(iv) Ensure that Encroachment and restoration shall not damage the Roadway's subsurface contents including utilities and must properly backfill and compact the Roadway in a manner that does not result in subsidence.

SECTION 3. 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 4. EFFECTIVE DATE. This ordinance shall be in full force and effect thirty (30) days after its adoption.

SECTION 5. CERTIFICATION. The City Clerk shall certify to the adoption of this ordinance, and shall cause the same to be posted and codified in the manner required by law.

[signatures on the following page]

PASSED, APPROVED and ADOPTED by a vote of the City Council at a regular meeting of the City Council on this ____ day of _____, 2026.

Lula Davis-Holmes, Mayor

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:

Sunny K. Soltani, City Attorney