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

Tuesday, August 4, 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.

District 1 Councilmember Dr. Jawane Hilton will be participating at a remote teleconference location as follows: 914 North Newport Avenue, Tampa, FL 33606 (precise location to be determined; inquire with front desk). Mayor Lula Davis Holmes, Mayor Pro-Tempore Hicks, and Councilmembers Dear and Rojas will be participating in the City Council Chambers.

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.

- **In Person at Council Chambers: Submitting a Public Comment Card to City Clerk during Council Meeting.**
- **Virtual via Two-way audiovisual platform:**

- **Join Online: Zoom: https://us06web.zoom.us/j/84636630313?pwd=kmb6K91M9m0U1x2KJcn19fV1g55owL.1**

  Passcode: 227766
- **Join via Phone: +1 669 900 6833 US**

  Meeting ID: 84636630313#

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

ROLL CALL (CITY CLERK)

FLAG SALUTE

INVOCATION (Item 1)

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

CLOSED SESSION (Items 2-3)

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

ANNOUNCEMENT OF CLOSED SESSION ITEMS (CITY ATTORNEY)

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

2. CONFERENCE WITH LEGAL COUNSEL – 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 4 case(s).

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

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 4-5)

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

5. REPORT FROM ACTING ASSISTANT CHIEF WADE KELSEY OF LOS ANGELES COUNTY FIRE

PRESENTATIONS (Items 6-8)

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

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

8. CARSON CAJUN & BLUES WHITE LINEN AFFAIR RECAP VIDEO

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

The public may address the members of the City Council/Housing Authority/Successor Agency on any matters within the jurisdiction of the City Council/Housing Authority/Successor Agency or on any items on the agenda of the City Council/Housing Authority/Successor Agency, other than closed session matters, prior to any action taken on the agenda. Speakers are limited to no morethan three minutes, speaking once. Oral communications will be limited to one (1) hour unless extended by order of the Mayor with approval of the City Council.

APPROVAL OF MINUTES

CONSENT (Items 9-21)

ANY ITEM OR ITEMS MAY BE REMOVED FOR DISCUSSION

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

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

10. CONSIDER MONTHLY INVESTMENT AND CASH REPORT FOR THE CITY OF CARSON, CARSON HOUSING AUTHORITY, CARSON SUCCESSOR AGENCY-MONTH ENDING JUNE 30, 2026 (CITY COUNCIL)
    RECOMMENDED ACTION
    — 1. RECEIVE and FILE this report.

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

12. CONSIDER TAKING A POSITION OF SUPPORT FOR THE CITY OF MURRIETA'S RESOLUTION REQUESTING THE LEAGUE OF CALIFORNIA CITIES TO ESTABLISH A WORKING GROUP TO EVALUATE STRATEGIES TO RESTORE LOCAL HOUSING AND LAND USE AUTHORITY (CITY COUNCIL)
    RECOMMENDED ACTION
    — 1. TAKE a position of SUPPORT for the proposed Resolution and DIRECT staff to transmit the corresponding letter included as Exhibit 1.

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

14. CONSIDER APPROVING REVISIONS TO COUNCIL POLICY NO. 1.45 TO LIMIT THE USE OF CITY RESOURCES FOR COUNCILMEMBER TOWN HALL AND COMMUNITY MEETINGS TO FOUR CITY-FUNDED MEETINGS PER COUNCILMEMBER PER CALENDAR YEAR, SUBJECT TO SPECIFIED EXCEPTIONS (CITY COUNCIL)
RECOMMENDED ACTION
— 1. CONSIDER and ADOPT the updated Council Policy No. 1.45 (Exhibit 1).

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

16. CONSIDER AWARDING A PROFESSIONAL SERVICES AGREEMENT TO SALAS O'BRIEN ENGINEERS, INC. FOR ENGINEERING DESIGN SERVICES FOR THE VETERANS PARK MICROGRID AND COOLING CENTER IMPROVEMENTS PROJECT (CITY COUNCIL)
RECOMMENDED ACTION
— 1. AWARD and APPROVE a Professional Services Agreement with Salas O'Brien Engineers, Inc. in an amount not to exceed $244,850 to provide environmental review, engineering design, and construction support services for the Veterans Park Microgrid and Cooling Center Improvements Project; and,
— 2. AUTHORIZE the Mayor to execute the Agreement, following approval as to form by the City Attorney.

17. CONSIDER APPROVAL OF THE FY 2026-2027 SERVICE LEVEL AUTHORIZATION AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SERVICE LEVEL AUTHORIZATION WITH THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT (CITY COUNCIL)
RECOMMENDED ACTION
— 1. APPROVE the Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) for FY 2026-2027; and,
— 2. AUTHORIZE the City Manager to execute the Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) for FY 2026-2027.

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

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

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

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

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

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

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

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

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

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

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

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

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

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 22-28)

22. CONSIDER AN UPDATE ON CITY PROJECTS (CITY COUNCIL)
RECOMMENDED ACTION
— 1. DISCUSS this report.

23. CONSIDER ADOPTION OF RESOLUTIONS SUBMITTING A GENERAL OIL REFINERY BUSINESS LICENSE TAX MEASURE TO THE VOTERS AT THE NOVEMBER 3, 2026, GENERAL MUNICIPAL ELECTION AND REQUESTING CONSOLIDATION WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THE SAME DATE (CITY COUNCIL)
RECOMMENDED ACTION
— 1. WAIVE further reading and ADOPT Resolution No. 26-086 entitled, “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, CALLING FOR THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2026 FOR THE PURPOSE OF SUBMITTING TO THE QUALIFIED VOTERS OF THE CITY A GENERAL TAX MEASURE ESTABLISHING A BUSINESS LICENSE TAX UPON THE BUSINESS OF CONDUCTING OIL REFINING IN THE CITY OF CARSON, REQUESTING CONSOLIDATION WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THE SAME DATE, AND REQUESTING THAT THE LOS ANGELES COUNTY REGISTRAR-RECORDER/COUNTY CLERK CONDUCT ALL NECESSARY ELECTION SERVICES”;
— 2. WAIVE further reading and ADOPT Resolution No. 26-087 entitled, “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, SETTING PRIORITIES FOR FILING WRITTEN ARGUMENTS AND DIRECTING THE CITY ATTORNEY TO PREPARE AN IMPARTIAL ANALYSIS REGARDING A GENERAL TAX MEASURE ESTABLISHING A BUSINESS LICENSE TAX UPON THE BUSINESS OF CONDUCTING OIL REFINING IN THE CITY OF CARSON TO BE SUBMITTED TO THE VOTERS AT THE GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2026“; AND
— 3. WAIVE further reading and ADOPT Resolution No. 26-088 entitled, “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, PROVIDING FOR THE FILING OF REBUTTAL ARGUMENTS REGARDING A GENERAL TAX MEASURE ESTABLISHING A BUSINESS LICENSE TAX UPON THE BUSINESS OF CONDUCTING OIL REFINING IN THE CITY OF CARSON TO BE SUBMITTED AT THE GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 3, 2026.”

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

RECOMMENDED ACTION

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

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

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

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

RECOMMENDED ACTION

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

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

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

26. CONSIDER RESCISSION OF PREFERENTIAL PERMIT PARKING ZONE "I" FOR AREA NEAR MILLS PARK AND ADOPT RESOLUTION 26-082, " A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, TERMINATING PREPERFENTIAL PERMIT PARKING ZONE "I" FOR AREA NEAR MILLS PARK, AND REMOVING PREFERENTIAL PARKING REGULATIONS WITHIN THE ZONE (CITY COUNCIL)
RECOMMENDED ACTION
— 1. WAIVE further reading and adopt Resolution No. 26-082, entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, TERMINATING PREFERENTIAL PARKING ZONE 'I' NEAR MILLS PARK AND REMOVING THE ASSOCIATED PREFERENTIAL PARKING REGULATIONS WITHIN THE ZONE."

27. CONSIDER BID PROTEST AND AWARD OF A CONSTRUCTION CONTRACT TO PUB CONSTRUCTION INC. FOR PROJECT NO. 1636: MILLS PARK SITE IMPROVEMENTS AND PROJECT NO. 1795: MILLS PARK BUILDING RENOVATIONS AND BUILDING PERIMETER SITE IMPROVEMENTS AND CONSIDER ADOPTION OF RESOLUTION 26-085, A RESOULTION OF THE CITY OF CARSON COUNCIL AMENDING THE FISCAL YEAR 2026-27 BUDGET IN THE GENERAL FUND, SPECIAL REVENUE FUNDS, ENTERPRISE FUNDS, AND THE CAPITAL IMPROVEMENT PROGRAM (CIP) FUND (CITY COUNCIL)
RECOMMENDED ACTION
— 1. AWARD a Construction Contract to the lowest responsive and responsible bidder, PUB Construction Inc. for Project No. 1636: Mills Park Site Improvements Project and Project No. 1795 Mills Park Building Renovations and Building Perimeter Site Improvements, in an amount not to exceed $8,784,777.00.
— 2. AUTHORIZE the expenditure of construction contingencies in the amount of $878,478.00 (10%) for any unforeseen construction work and other additional work the City may request as appropriate that may be necessary to complete this project.
— 3. AUTHORIZE the Mayor to execute a Construction Contract with PUB Construction Inc. approval as to form by the City Attorney.
— 4. ADOPT Resolution No. 26-085, "A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2026-27 BUDGET IN THE GENERAL FUND, SPECIAL REVENUE FUNDS, ENTERPRISE FUNDS, AND THE CAPITAL IMPROVEMENT PROGRAM (CIP) FUND", adding $3,000,000 of DIF funds to the project for a revised total project authority of $10,000,000.
— 5. AMEND the FY26/27 CIP plan to reflect the update to the project funding

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

ORDINANCE SECOND READING

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

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

COUNCIL MEMBER REQUESTS TO ADD ITEMS TO FUTURE AGENDAS

ORAL COMMUNICATIONS (COUNCIL MEMBERS)

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

RECESS TO CLOSED SESSION

RECONVENE TO OPEN SESSION

REPORT OF ACTIONS ON UNFINISHED OR CONTINUED CLOSED SESSION ITEMS

MEMORIAL ADJOURNMENTS

ADJOURNMENT

Date Posted: July 30, 2026

CITY OF CARSON

701 East Carson Street

Report to Honorable Mayor and City Council

CONSENT 9.

To: Honorable Mayor and City Council

From: William Jefferson, Director of Finance FIN Accounting

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

I. SUMMARY

The City Council shall receive the Check Demand Register for the period of **07/07/2026 through 07/16/2026**, 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: $9,539,444.30

II. RECOMMENDATION

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

III. ALTERNATIVES

NONE.

IV. BACKGROUND

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

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

On August 4, 2026, the City Treasurer is hereby directed to pay out the funds named hereon, to each of the claimants listed attached, the amount of warrant appearing opposite their respective names, for the purpose stated on the respective demands, making a total of $9,539,444.30.

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 # 26-083

Attachments

Exhibit 1 – General Demand Claims and Register Resolution # 26-083.pdf

RESOLUTION NO. 26-083

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON ALLOWING CLAIMS AND DEMANDS IN THE AMOUNT OF $9,539,444.30 DEMAND CHECK NUMBERS 186336 THROUGH 186544 AND 317.

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

SECTION 1: The claims and demands have been reviewed and verified for accuracy and compliance with the budget and applicable agreements and are hereby ratified in the amount herein after set forth, a copy of which is attached hereto as Exhibit No. 1 and Exhibit No. 2.

SECTION 2: On August 4, 2026, the City Council ratified the demand numbers 186336 through 186544 and 317 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 $9,539,444.30.

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

PASSED, APPROVED, and ADOPTED this 4TH DAY OF AUGUST, 2026.

APPROVED AS TO FORM:

_____
Sunny K. Soltani, City Attorney

CITY OF CARSON:

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

CERTIFICATION

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

EXECUTED THE 4TH DAY OF AUGUST, 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. 26-083, was adopted by the City of Carson City Council at its meeting held on August 4, 2026, by the following vote:

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

_____
Dr. Khaleah K. Bradshaw, City Clerk

City of Carson

AP CHECK RECONCILIATION REGISTER

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

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
186336	07/07/2026	PRINTED	004774	PABLO ISRAEL CERVANTES	6,025.50			
186337	07/09/2026	PRINTED	008764	ADVANCED AVANT-GARDE CORP	4,247.50			
186338	07/09/2026	PRINTED	007692	ALBERT A. WEBB ASSOCIATES	7,700.75			
186339	07/09/2026	PRINTED	000797	ALESHIRE AND WYNDER LLP	286,957.78			
186340	07/09/2026	PRINTED	000042	ALIN PARTY SUPPLY CO	349.58			
186341	07/09/2026	PRINTED	004388	AIS TRUST ACCOUNT NEWPORT	367,878.91			
186342	07/09/2026	PRINTED	005523	AMAZON CAPITAL SERVICES	5,951.75			
186343	07/09/2026	PRINTED	008151	AMER JAKHER	16,830.00			
186344	07/09/2026	PRINTED	000495	AMERICAN SOCCER CO INC	3,198.73			
186345	07/09/2026	PRINTED	008006	ANGELA M. RIVERS	50.00			
186346	07/09/2026	PRINTED	008703	AUDRA L. THOMPSON	50.00			
186347	07/09/2026	PRINTED	004410	B D WHITE TOP SOIL CO INC	687.31			
186348	07/09/2026	PRINTED	001924	THE BANK OF NEW YORK MELL	2,000.00			
186349	07/09/2026	PRINTED	006160	BC RENTALS LLC DBA BC TRA	23,042.38			
186350	07/09/2026	PRINTED	000697	BIG ANDYS TROPHIES AND PL	629.85			
186351	07/09/2026	PRINTED	007656	BREEN DESIGN GROUP, INC	30,118.75			
186352	07/09/2026	PRINTED	006076	BRI CONSULTING GROUP, INC	12,705.00			
186353	07/09/2026	PRINTED	007295	CALIFORNIA TRANSIT SYSTEM	120,209.00			
186354	07/09/2026	PRINTED	000079	CALIFORNIA WATER SERVICE	104,039.45			
186355	07/09/2026	PRINTED	008645	CAMERON A PAXTON	50.00			
186356	07/09/2026	PRINTED	001610	CHICAGO TITLE CO	351.81			
186357	07/09/2026	PRINTED	000114	CITY OF CARSON PETTY CASH	209.24			
186358	07/09/2026	PRINTED	008400	CLIMATE INDUSTRIES, INC.	2,029.19			
186359	07/09/2026	PRINTED	007718	CLIVABETH PHOTOGRAPHY LLC	2,065.00			
186360	07/09/2026	PRINTED	006230	CODESP	3,400.00			
186361	07/09/2026	PRINTED	007159	CORODATA RECORDS MANAGEME	789.99			
186362	07/09/2026	PRINTED	008423	COUNTY OF LOS ANGELES	4,920.00			
186363	07/09/2026	PRINTED	003586	CS AND ASSOCIATES INC	5,190.00			
186364	07/09/2026	PRINTED	006396	KIMBERLEY DAVENPORT	50.00			
186365	07/09/2026	PRINTED	001174	DEPARTMENT OF TOXIC SUBTA	15,196.63			
186366	07/09/2026	PRINTED	008588	ALL STAR GLASS LLC	525.88			
186367	07/09/2026	PRINTED	006907	ECO LAB	327.08			
186368	07/09/2026	PRINTED	008617	ECONOMIC & PLANNING SYSTE	12,621.25			
186369	07/09/2026	PRINTED	007512	EDDINGS ENTERPRISES, INC.	9,592.29			
186370	07/09/2026	PRINTED	008904	ESI ACQUISITION INC	38,503.55			
186371	07/09/2026	PRINTED	008629	FLYING LION, INC.	21,699.68			
186372	07/09/2026	PRINTED	004437	GALLS LLC	79.55			
186373	07/09/2026	PRINTED	000941	GOLDEN STATE WATER COMPAN	735.14			
186374	07/09/2026	PRINTED	000865	GOODWILL LONG BEACH AND S	9,803.53			
186375	07/09/2026	PRINTED	008738	HANELIN INDUSTRIES	949.16			
186376	07/09/2026	PRINTED	007678	HEIDI LETICIA ROMERO	50.00			
186377	07/09/2026	PRINTED	007378	HERC RENTALS INC.	4,606.79			
186378	07/09/2026	PRINTED	000234	HOME DEPOT CREDIT SERVICE	10,424.68			
186379	07/09/2026	PRINTED	001798	CHINYERE IFEACHO	50.00			
186380	07/09/2026	PRINTED	007778	IRENE T. VIERNES	50.00			
186381	07/09/2026	PRINTED	000908	JC FLAG CORPORATION	8,840.00			
186382	07/09/2026	PRINTED	007688	JOKER PARTY SUPPLY, INC.	329.45			
186383	07/09/2026	PRINTED	007672	KELLY PAPER COMPANY	39.91			
186384	07/09/2026	PRINTED	007592	KHADIM ENTERPRISES LLC	1,367.50			
186385	07/09/2026	PRINTED	007101	ADOLPH KIEFER & ASSOCIATE	1,452.73			
186386	07/09/2026	PRINTED	007093	KILEY & ASSOCIATES LLC	5,285.00			
186387	07/09/2026	PRINTED	000147	L AND B PIPE AND SUPPLY C	379.21			

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
186388	07/09/2026	PRINTED	000663	LANGUAGE NETWORK	1,659.15			
186389	07/09/2026	PRINTED	008924	LAUREN PUNCH	6,750.00			
186390	07/09/2026	PRINTED	003629	LEES TOOLS	7,040.54			
186391	07/09/2026	PRINTED	000072	BUSINESS FILINGS AND REGI	25.00			
186392	07/09/2026	PRINTED	008785	LUZ PADUA	50.00			
186393	07/09/2026	PRINTED	006884	LYFT, INC.	10,135.66			
186394	07/09/2026	PRINTED	007411	MISSION CRITICAL INFORMAT	137,589.88			
186395	07/09/2026	PRINTED	000669	MDG ASSOCIATES	6,726.88			
186396	07/09/2026	PRINTED	001854	METRO EXPRESSLANES	57.80			
186397	07/09/2026	PRINTED	007605	MICHAEL K WILSON	50.00			
186398	07/09/2026	PRINTED	008919	MIS SECURITY LLC	82,455.00			
186399	07/09/2026	PRINTED	008145	NICOLETTE JACKSON-POWNALL	750.00			
186400	07/09/2026	PRINTED	000744	NINYO & MOORE GEOTECHNICA	10,186.25			
186401	07/09/2026	PRINTED	008326	ONTERRIS USA, INC.	3,000.00			
186402	07/09/2026	PRINTED	000528	PARTY PRONTO	1,876.00			
186403	07/09/2026	PRINTED	008618	PATRICIA MITAINA	250.00			
186404	07/09/2026	PRINTED	007232	PUBLIC RISK, INNOVATION,	2,201,009.00			
186405	07/09/2026	PRINTED	008887	PROMPTER PEOPLE INC	8,614.58			
186406	07/09/2026	PRINTED	001255	JESSICA RAMOS	50.00			
186407	07/09/2026	PRINTED	004145	CASSANDRA REED	50.00			
186408	07/09/2026	PRINTED	003304	REQUEST LINE MUSIC	1,300.00			
186409	07/09/2026	PRINTED	010000	ALEJANDRO GOMEZ	500.00			
186410	07/09/2026	PRINTED	010000	DUTHIE ELECTRIC SERVICE C	2,682.00			
186411	07/09/2026	PRINTED	010000	GOLDEN FUTURE EXPOS INC.	1,000.00			
186412	07/09/2026	PRINTED	010000	LORENA TINAJERO	409.92			
186413	07/09/2026	PRINTED	010000	WESTLAND GROUP INC.	8,973.68			
186414	07/09/2026	PRINTED	000750	RKA CONSULTING GROUP	57,845.84			
186415	07/09/2026	PRINTED	000402	ROADLINE PRODUCTS INC USA	7,495.60			
186416	07/09/2026	PRINTED	000057	ROBERT MCELROY LLC	15.99			
186417	07/09/2026	PRINTED	001230	ROBERTSONS READY MIX CONC	4,817.83			
186418	07/09/2026	PRINTED	002260	RONS MAINTENANCE INC	70,736.00			
186419	07/09/2026	PRINTED	003585	RSG INC	17,892.50			
186420	07/09/2026	VOID	008669	SAMOA UA TASI, INC	.00			
186421	07/09/2026	PRINTED	000427	SAM'S CLUB DIRECT	204.12			
186422	07/09/2026	PRINTED	008692	SKYE DREAMS, LLC	33,750.00			
186423	07/09/2026	PRINTED	000211	SMART AND FINAL IRIS	3,366.68			
186424	07/09/2026	PRINTED	000240	SOUTHERN CALIFORNIA EDISO	58,760.43			
186425	07/09/2026	PRINTED	008152	SO CAL EQUIPMENT REPAIR,	6,894.26			
186426	07/09/2026	PRINTED	007386	KAISER FOUNDATION HEALTH	4,445.00			
186427	07/09/2026	PRINTED	004938	SOLARMAX LED INC	66.30			
186428	07/09/2026	PRINTED	008784	SONIA FUENTES	50.00			
186429	07/09/2026	PRINTED	000129	SOUTHERN CALIFORNIA EDISO	20,512.08			
186430	07/09/2026	PRINTED	006384	CHARTER COMMUNICATIONS	13,869.65			
186431	07/09/2026	PRINTED	000718	STAPLES ADVANTAGE	12,782.34			
186432	07/09/2026	PRINTED	006249	STATE CONTROLLER	150.00			
186433	07/09/2026	PRINTED	007090	T-MOBILE USA INC.	5,846.13			
186434	07/09/2026	PRINTED	007654	TAIT & ASSOCIATES, INC	4,030.00			
186435	07/09/2026	PRINTED	000149	TEK TIME SYSTEMS, INC	129.31			
186436	07/09/2026	PRINTED	007780	TERESITA J. JUNIO	50.00			
186437	07/09/2026	PRINTED	008695	TIMOTHY C BOWSER	11,085.00			
186438	07/09/2026	PRINTED	007705	TRANSTECH ENGINEERS, INC.	11,200.00			
186439	07/09/2026	PRINTED	008810	JOHNSON CONTROLS BUILDING	16,378.84			

AP CHECK RECONCILIATION REGISTER

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CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
186440	07/09/2026	PRINTED	006769	U S BANK CORPORATE PAYMEN	9,112.70			
186441	07/09/2026	PRINTED	000002	UNITED RENTALS (NORTH AME	1,959.39			
186442	07/09/2026	PRINTED	008430	URBAN HABITAT	1,195,384.36			
186443	07/09/2026	PRINTED	001249	VERIZON WIRELESS	350.74			
186444	07/09/2026	PRINTED	001011	W.G. ZIMMERMAN ENGINEERIN	4,760.00			
186445	07/09/2026	PRINTED	000302	WAXIE SANITARY SUPPLY	319.47			
186446	07/09/2026	PRINTED	000212	WEST COAST ARBORISTS	15,400.00			
186447	07/09/2026	PRINTED	006240	WILLDAN ENGINEERING	32,400.00			
186448	07/09/2026	PRINTED	001507	XTREME FITNESS	461.00			
186449	07/09/2026	PRINTED	000144	YAMADA CO INC	402.01			
186450	07/14/2026	PRINTED	006273	BOA ARCHITECTURE	3,880.00			
186451	07/14/2026	PRINTED	000746	PITNEY BOWES RESERVE ACCO	25,000.00			
186452	07/14/2026	PRINTED	003848	STEPHEN J WILLIAMS	28,035.00			
186453	07/14/2026	PRINTED	003848	STEPHEN J WILLIAMS	3,115.00			
186454	07/14/2026	PRINTED	003848	STEPHEN J WILLIAMS	44,937.00			
186455	07/16/2026	PRINTED	007923	ABIGAIL ROXAS	1,200.00			
186456	07/16/2026	PRINTED	000797	ALESHIRE AND WYNDER LLP	30,666.30			
186457	07/16/2026	PRINTED	005523	AMAZON CAPITAL SERVICES	2,743.59			
186458	07/16/2026	PRINTED	008395	ANDREA VILLASANA	50.00			
186459	07/16/2026	PRINTED	000736	ANSCHUTZ SOUTHERN CALIFOR	9,059.52			
186460	07/16/2026	PRINTED	000974	AT & T ALARM CIRCUITS	350.61			
186461	07/16/2026	PRINTED	001001	AT&T PHONE	1,123.54			
186462	07/16/2026	PRINTED	001438	BLUE DIAMOND MATERIALS	185.60			
186463	07/16/2026	PRINTED	007365	BLUETRITON BRANDS, INC.	2,289.95			
186464	07/16/2026	PRINTED	007656	BREEN DESIGN GROUP, INC	3,056.00			
186465	07/16/2026	PRINTED	008605	BRENT D. PAGE	50.00			
186466	07/16/2026	PRINTED	006293	RUDOLFO BRILLANTES	50.00			
186467	07/16/2026	PRINTED	008648	BRITTNEY FORD	50.00			
186468	07/16/2026	PRINTED	004297	BROADCAST SUPPORT INC	12,200.00			
186469	07/16/2026	PRINTED	001713	KELVIN BROWN SR	50.00			
186470	07/16/2026	PRINTED	001627	BSN SPORTS LLC	51.98			
186471	07/16/2026	PRINTED	008289	BYRON L. SMITH	50.00			
186472	07/16/2026	PRINTED	004750	C2R PRODUCTIONS LLC	1,750.00			
186473	07/16/2026	PRINTED	006660	CALIFORNIA STATE UNIVERSI	7,085.40			
186474	07/16/2026	PRINTED	008416	CORKY'S PEST CONTROL INC.	400.00			
186475	07/16/2026	PRINTED	007159	CORODATA SHREDDING, INC.	136.69			
186476	07/16/2026	PRINTED	001180	COUNTY OF LOS ANGELES	1,981.81			
186477	07/16/2026	PRINTED	006467	CESAR DAHILIG	50.00			
186478	07/16/2026	PRINTED	000268	DAILY JOURNAL CORP	314.69			
186479	07/16/2026	PRINTED	003635	DAKTRONICS, INC.	20,826.14			
186480	07/16/2026	PRINTED	008930	DANIEL MORGAN	50.00			
186481	07/16/2026	PRINTED	007176	DAVEY COACH SALES INC.	4,856.47			
186482	07/16/2026	PRINTED	008720	DEBORAH WASHINGTON	50.00			
186483	07/16/2026	PRINTED	007713	DORCAS A. WADDIS	50.00			
186484	07/16/2026	PRINTED	000399	DUNN EDWARDS PAINT CO	10,728.27			
186485	07/16/2026	PRINTED	007456	EDWINA S. HUNTER	50.00			
186486	07/16/2026	PRINTED	007224	FCS INTERNATIONAL, INC.	15,162.50			
186487	07/16/2026	PRINTED	008905	FOX CORPORATION	1,000.00			
186488	07/16/2026	PRINTED	000941	GOLDEN STATE WATER COMPAN	13,495.49			
186489	07/16/2026	PRINTED	001293	WALTER GONZALEZ	50.00			
186490	07/16/2026	PRINTED	000793	GRAINGER	4,532.57			
186491	07/16/2026	PRINTED	005525	GREENBERG TRAURIG LLP	75,713.00			

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
186492	07/16/2026	PRINTED	000234	HOME DEPOT CREDIT SERVICE	1,462.65			
186493	07/16/2026	PRINTED	001477	LILLIAN HOPSON	50.00			
186494	07/16/2026	PRINTED	008599	JERRETTA SANDOZ	50.00			
186495	07/16/2026	PRINTED	007829	JOHNSON CONTROLS BUILDING	9,002.03			
186496	07/16/2026	PRINTED	004935	JACQUELINE JOHNSON	50.00			
186497	07/16/2026	PRINTED	008649	JOSEPH C. HUNT, JR.	50.00			
186498	07/16/2026	PRINTED	008390	JOSHUA MOORE	50.00			
186499	07/16/2026	PRINTED	008458	JUAN ESTRADA	50.00			
186500	07/16/2026	PRINTED	008392	KAYLA HONMA	50.00			
186501	07/16/2026	PRINTED	007101	ADOLPH KIEFER & ASSOCIATE	179.55			
186502	07/16/2026	PRINTED	007323	KISA ASHANTE HILLIARD	50.00			
186503	07/16/2026	PRINTED	008404	LEA MACIAS	50.00			
186504	07/16/2026	PRINTED	000095	LEAGUE OF CALIFORNIA CITI	1,412.25			
186505	07/16/2026	PRINTED	008895	LIGHTSPEED SOLUTIONS, LLC	621.00			
186506	07/16/2026	PRINTED	000643	LONG BEACH TRANSIT	515,125.00			
186507	07/16/2026	PRINTED	000178	LOS ANGELES COUNTY	6.00			
186508	07/16/2026	PRINTED	000669	MDG ASSOCIATES	1,057.50			
186509	07/16/2026	PRINTED	008869	MIRANDA ORTIZ	50.00			
186510	07/16/2026	PRINTED	003576	MRS ENVIRONMENTAL INC	13,172.26			
186511	07/16/2026	PRINTED	008817	NATHANIEL ZULUETA	50.00			
186512	07/16/2026	PRINTED	010999	MARROQUIN, GLORIA	171.64			
186513	07/16/2026	PRINTED	008928	PATRICIA MARIE ANCHETA MA	200.00			
186514	07/16/2026	PRINTED	001149	DENICE PRICE	50.00			
186515	07/16/2026	PRINTED	003304	REQUEST LINE MUSIC	600.00			
186516	07/16/2026	PRINTED	010000	ALTON GLAZE	468.75			
186517	07/16/2026	PRINTED	008813	RICOH USA, INC	13,787.37			
186518	07/16/2026	PRINTED	007240	RJM DESIGN GROUP, INC.	8,427.00			
186519	07/16/2026	PRINTED	000402	ROADLINE PRODUCTS INC USA	6,215.35			
186520	07/16/2026	PRINTED	008931	SAMOAN FLAG DAY LOS ANGEL	15,000.00			
186521	07/16/2026	PRINTED	000124	SEPULVEDA BUILDING MATERI	661.47			
186522	07/16/2026	PRINTED	007281	SHANNON WAYNE LAWRENCE	50.00			
186523	07/16/2026	PRINTED	000170	SHERWIN WILLIAMS	3,597.95			
186524	07/16/2026	PRINTED	008827	SHIRLEY A SMITH	50.00			
186525	07/16/2026	PRINTED	007812	SONYA EATMAN	50.00			
186526	07/16/2026	PRINTED	004977	CHARTER COMMUNICATION	207.98			
186527	07/16/2026	PRINTED	000718	STAPLES ADVANTAGE	3,112.53			
186528	07/16/2026	PRINTED	000289	STATE OF CA DOJ/ACCTG OFF	150.00			
186529	07/16/2026	PRINTED	003100	LINDA STEWART	50.00			
186530	07/16/2026	PRINTED	008571	SUNSET STUDIOS MEDIA SOLU	5,907.24			
186531	07/16/2026	PRINTED	002693	EZEKIEL SWAYZER	50.00			
186532	07/16/2026	PRINTED	008721	T&B PLANNING, INC.	61,681.73			
186533	07/16/2026	PRINTED	000672	TAXI PRODUCTIONS	2,000.00			
186534	07/16/2026	PRINTED	001260	HOURIE TAYLOR	50.00			
186535	07/16/2026	PRINTED	008810	JOHNSON CONTROLS BUILDING	190,414.95			
186536	07/16/2026	PRINTED	006769	CITY MANAGER	4,169.55			
186537	07/16/2026	PRINTED	000222	USA WASTE OF CALIFORNIA I	564,514.23			
186538	07/16/2026	PRINTED	000562	THE WALKING MAN INC	1,750.00			
186539	07/16/2026	PRINTED	004045	FREEMAN WATKINS	50.00			
186540	07/16/2026	PRINTED	008256	WESTERN A/V	6,614.41			
186541	07/16/2026	PRINTED	001052	WILLIAM A KOONS	50.00			
186542	07/16/2026	PRINTED	007893	WINNER CHEVROLET, INC	30,807.40			
186543	07/16/2026	PRINTED	000144	YAMADA CO INC	4,703.50			

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
186544	07/16/2026	PRINTED	006873	ZOOM COMMUNICATION INC	6,097.50			
		209 CHECKS		CASH ACCOUNT TOTAL	7,071,527.30	.00		

AP CHECK RECONCILIATION REGISTER

		UNCLEARED	CLEARED
209 CHECKS	FINAL TOTAL	7,071,527.30	.00

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

City of Carson

AP CHECK RECONCILIATION REGISTER

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

CHECK #	CHECK DATE	TYPE	VENDOR	NAME		UNCLEARED	CLEARED	BATCH	CLEAR DATE
317	07/08/2026	WIRE	000405	CALPERS		2,467,917.00			
			1 CHECKS		CASH ACCOUNT TOTAL	2,467,917.00	.00		

AP CHECK RECONCILIATION REGISTER

		UNCLEARED	CLEARED
1 CHECKS	FINAL TOTAL	2,467,917.00	.00

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

CITY OF CARSON

701 East Carson Street

Report to City Council, Successor Agency, and Housing Authority

Tuesday, August 4, 2026, 5:00 PM

CONSENT 10.

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 JUNE 30, 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 June 30,2026. Following are the total reserves and cash on hand for the City of Carson and each Carson entity:

City of Carson reserves (Invested assets): $215,130,242.43

City of Carson available cash: $43,278,554.30

II. RECOMMENDATION

RECEIVE and FILE.

III. ALTERNATIVES

TAKE another action the Council deems appropriate.

IV. BACKGROUND

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

The report outlines an investment strategy designed to ensure six months of operating liquidity. All investments follow California State Code §53600, the City's Investment Policy, and relevant bond covenants.

V. FISCAL IMPACT

None

VI. EXHIBITS

1. Summary of Cash (Pg. 3)
2. City of Carson Investment (Pgs.4-6)

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

Attachments

Cash rpt June 26.pdf
CITY OF CARSON PORTFOLIO RESERVES SUMMARY JUNE 2026.pdf
CITY OF CARSON PORTFOLIO RESERVES SUMMARY SUCCESSOR JUNE 2026.pdf
CITY OF CARSON PORTFOLIO RESERVES SUMMARY HOUSING JUNE 2026.pdf

Cash and Investment Report Summary
City of Carson, Carson Successor Agency, Carson Housing Authority
June 30, 2026

	Available Cash	Invested Funds
General Fund	$43,278,554.30	$215,130,242.43
Successor Agency (restricted revenue)	$15,480,666.81	$7,986,674.25
Housing Authority (restricted revenue)	$.2,329,590.28	$6,000,000.00
Co-Op Agreement (restricted revenue)	$1,656,369.04	
Fiber Optics Enterprise Account	$21,529,642.65	
Permits (Revenue)	$422,869.83	
Parking violation (Revenue)	$664,407.95	
Electric Vehicle (Revenue)	$15,683.51	
Infrastructure (Revenue)	$12,523,589.05	
Oil Revenue (Restricted)	$88,053,799.32	
Dental Claims	$500.00	
Liability	$376,408.99	
Workers' Compensation	$550,467.72	
Revolving Fund (Emp. Travel Reimb.)	$12,507.15	

CITY OF CARSON PORTFOLIO RESERVES SUMMARY
FOR THE MONTH ENDING
JUNE 30, 2026

Description	CUSIP/Ticker	YTM @ Cost	Face Amount/Shares	Cost Value	Market Value	% of Portfolio
Cash						
BNY Cash Reserve Cash	MM1159A	2.900	4,858,508.66	4,858,508.66	4,858,508.66	2.26
Preferred Premier Cash	MM942	3.250	44,446,745.41	44,446,745.41	44,446,745.41	20.66
Sub Total / Average Cash		3.216	49,305,254.07	49,305,254.07	49,305,254.07	22.92
Certificate Of Deposit						
Eaglemark Saving Bank 2 3/2/2027	27004PCM3	2.000	245,000.00	245,000.00	241,504.19	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	1,000,000.00	0.46
Preferred Bank 3.74 9/7/2026	4573A	3.740	2,500,000.00	2,500,000.00	2,500,000.00	1.16
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 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 3.86 9/5/2026	4514A	3.860	2,000,000.00	2,000,000.00	2,000,000.00	0.93
Preferred Bank 3.86 9/7/2026	4581A	3.860	2,500,000.00	2,500,000.00	2,500,000.00	1.16
Preferred Bank 4 6/26/2027	683	4.000	1,000,000.00	1,000,000.00	1,000,000.00	0.46
Preferred Bank 4 6/26/2027	691	4.000	1,000,000.00	1,000,000.00	1,000,000.00	0.46
Preferred Bank 4 6/28/2027	6119A	4.000	1,000,000.00	1,000,000.00	1,000,000.00	0.46

Description	CUSIP/Ticker	YTM @ Cost	Face Amount/Shares	Cost Value	Market Value	% of Portfolio
Preferred Bank 4 6/29/2027	6915	4.000	1,000,000.00	1,000,000.00	1,000,000.00	0.46
Preferred Bank 4 6/29/2027	3703A	4.000	1,000,000.00	1,000,000.00	1,000,000.00	0.46
Sallie Mae Bank/ Salt Lake 1 7/14/2026	7954507A7	1.000	250,000.00	250,000.00	249,733.30	0.12
Toyota Finl Svgs BK 1.05 10/21/2026	8923M-LW-9	1.050	245,000.00	245,000.00	242,813.64	0.11
Truist Bank 4 11/25/2030-26	897926CS8	4.000	250,000.00	250,000.00	245,139.90	0.12
USBS BANK1.05 10/27/2026	90348JV56	1.050	245,000.00	245,000.00	242,694.35	0.11
Sub Total / Average Certificate Of Deposit		3.769	38,178,994.20	38,178,994.20	38,165,879.58	17.75
Corporate						
AMAZON COM INC 4 3/13/2029-26	023135DC7	4.000	300,000.00	300,000.00	297,138.00	0.14
BERKSHIRE HATHAWAY FIN 2.3 3/15/2027	084664CZ2	2.580	300,000.00	296,087.07	296,055.00	0.14
GOOGLE- Alphabet Inc. 1.998 8/15/2026	02079KAC1	2.000	300,000.00	299,972.90	299,277.00	0.14
NVIDIA CORP 4.35 6/15/2029	67066GQ7	4.350	500,000.00	499,999.35	499,170.00	0.23
TARGET CORPORATION 1.95 1/15/2027	87612EBM7	1.990	500,000.00	499,063.55	494,166.50	0.23
Sub Total / Average Corporate		3.023	1,900,000.00	1,895,122.87	1,885,806.50	0.88
Local Government Investment Pool						
LAIF LGIP	LGIP9143	3.920	2,218,124.98	2,218,124.98	2,218,124.98	1.03
Sub Total / Average Local Government Investment Pool		3.920	2,218,124.98	2,218,124.98	2,218,124.98	1.03
Money Market						
East/West Bank MM	22305	3.040	88,053,799.32	88,053,799.32	88,053,799.32	40.93
Sub Total / Average Money Market		3.040	88,053,799.32	88,053,799.32	88,053,799.32	40.93
US Agency						
FAMC 2.3 3/8/2027	31422XVA7	2.300	1,000,000.00	1,000,000.00	987,560.00	0.46
FAMC 4.18 6/22/2029	31428JLT2	4.221	1,500,000.00	1,498,291.50	1,497,990.00	0.70
FAMC 4.48 6/22/2029	31428JLM7	4.480	1,500,000.00	1,500,000.00	1,498,560.00	0.70
FFCB 1.27 11/2/2026	3133ENCQ1	1.270	1,000,000.00	1,000,000.00	990,970.00	0.46
FFCB 1.43 11/23/2026-22	3133ENEM8	1.430	1,000,000.00	1,000,000.00	989,910.00	0.46
FFCB 4 11/1/2027	3133ERZC8	4.000	474,069.86	474,069.86	473,287.64	0.22
FFCB 4 11/1/2029-25	3133ERZD6	4.120	1,000,000.00	994,627.33	991,420.00	0.46
FFCB 4.47 3/5/2030	3133ER5U1	4.470	1,000,000.00	1,000,000.00	992,190.00	0.46
FHLB 1 9/30/2026	3130AP6D2	1.000	1,000,000.00	1,000,000.00	992,780.00	0.46
FHLB 1.125 10/14/2026	313OAPBS3	1.125	1,000,000.00	1,000,000.00	991,700.00	0.46
FHLB 1.13 7/20/2026	3130AN3R9	1.130	1,000,000.00	1,000,000.00	998,580.00	0.46
FHLB 1.3 11/24/2026-22	3130APU37	1.326	1,000,000.00	998,750.00	988,740.00	0.46
FHLB 1.31 10/28/2026	3130APLN3	1.310	1,000,000.00	1,000,000.00	991,320.00	0.46
FHLB 1.375 11/16/2026	3130APLP8	1.375	1,000,000.00	1,000,000.00	990,070.00	0.46
FHLB 1.5 1/27/2027	3130AQHM8	1.500	1,000,000.00	1,000,000.00	985,300.00	0.46
FHLB 4 10/8/2030-26	3130B87E6	4.000	1,000,000.00	1,000,000.00	986,690.00	0.46
FHLB 4 12/4/2030-26	3130B8U91	4.000	2,000,000.00	2,000,000.00	2,000,000.00	0.93

Description	CUSIP/Ticker	YTM @ Cost	Face Amount/Shares	Cost Value	Market Value	% of Portfolio
FHLB 4.125 12/4/2030	3130B8VT6	4.125	2,000,000.00	2,000,000.00	1,971,280.00	0.93
FHLB 4.3 6/18/2030-25	3130B6TR7	4.300	1,000,000.00	1,000,000.00	995,320.00	0.46
FHLMC 4.375 5/27/2031	3134HCX38	4.438	2,000,000.00	1,994,000.00	1,993,880.00	0.93
FNMA 4 10/16/2030-26	3136GAY52	4.000	1,000,000.00	1,000,000.00	986,930.00	0.46
FNMA 4.07 12/4/2030-26	3136GC6D2	4.070	2,000,000.00	2,000,000.00	2,000,000.00	0.93
Sub Total / Average US Agency		3.130	26,474,069.86	26,459,738.69	26,294,477.64	12.31
US Treasury						
T-Bond 4.125 2/15/2027	91282CKA8	4.424	1,000,000.00	991,750.00	1,000,580.00	0.46
T-Note 3.375 9/15/2027	91282CLL3	3.475	1,000,000.00	997,215.63	991,090.00	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	990,820.00	0.46
T-Note 3.875 9/30/2029	91282CFL0	4.071	1,000,000.00	991,456.88	991,450.00	0.46
T-Note 4 1/31/2029	91282CJW2	4.283	1,000,000.00	987,532.55	996,060.00	0.46
T-Note 4 10/31/2029	91282CFT3	4.071	1,000,000.00	996,837.50	994,960.00	0.46
T-Note 4 12/15/2027	91282CMB4	3.973	2,000,000.00	2,000,764.43	1,995,780.00	0.93
Sub Total / Average US Treasury		3.990	9,000,000.00	8,955,844.78	8,959,840.00	4.18
Total / Average		3.269	215,130,242.43	215,066,878.91	214,883,182.09	100

CITY OF CARSON SUCCESSOR AGENCY PORTFOLIO RESERVES SUMMARY
FOR THE MONTH ENDING
JUNE 30, 2026

Description	CUSIP/Ticker	YTM @ Cost	Face Amount/Shares	Cost Value	Market Value	% of Portfolio
Cash						
Preferred Bank Cash	MM0099	3.250	6,443,058.49	6,443,058.49	6,443,058.49	80.67
Sub Total / Average Cash		3.250	6,443,058.49	6,443,058.49	6,443,058.49	80.67
Local Government Investment Pool						
LAIF LGIP	LGIP9016	3.920	1,543,615.76	1,543,615.76	1,543,615.76	19.33
Sub Total / Average Local Government Investment Pool		3.920	1,543,615.76	1,543,615.76	1,543,615.76	19.33
Total / Average		3.379	7,986,674.25	7,986,674.25	7,986,674.25	100

CITY OF CARSON HOUSING AUTHORITY PORTFOLIO RESERVES SUMMARY
FOR THE MONTH ENDING
JUNE 30, 2026

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

CITY OF CARSON

701 East Carson Street

Report to Honorable Mayor and City Council

Tuesday, August 4, 2026, 5:00 PM

CONSENT 11.

To: Honorable Mayor and City Council

From: Saron Shiferaw, Senior Clerk CMO Administration

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

I. SUMMARY

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

II. RECOMMENDATION

RECEIVE and FILE this report.

III. ALTERNATIVES

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

IV. BACKGROUND

Updates on recent and planned Commission activities are included below.

Economic Development Commission

The Economic Development Commission will meet on Thursday, August 6, 2026. This meeting is to discuss the further implementation of the Economic Development Strategic Plan.

Environmental Commission

The Environmental Commission held its regular meeting on July 1, 2026, at City Hall, where the Commission welcomed new Commissioner Daniel Morgan and approved the June 4, 2026, meeting minutes. The Commission received an informational update on Carson's Hazardous Materials Ordinance, covering hazardous material storage, permitting, inspections, and regulatory compliance from the City's Planning staff. They also received an update on the Climate Action Plan Community Workshop held on June 17, 2026, and discussed the possibility of holding an extra workshop to boost engagement. Commissioners also shared information regarding upcoming community events before adjourning the meeting at 7:10 p.m., with the next meeting scheduled for August 5, 2026, at 6:30 p.m. at City Hall.

Public Works Commission

The Public Works Commission conducted their regular monthly meeting on Monday, July 13, 2026, after quorum was established. The commission was visited by a team from LA Metro who conducted a presentation to brief the commission on The I405 freeway Wilmington to Main Street Improvements Project in Carson. A resident also attended the meeting to request a repair on her street which was addressed by the Public Works Director.

Additionally, the commission took up one item of unfinished business and briefly discussed how this item would be resolved. A couple of new agenda items were briefly discussed including the street take overs to which staff was given the direction to explore mitigation options. The commissioners brought up a few events in Carson such as the Clean and Green Festival and a Tax Seminar. Some concerns regarding street repair in specific areas, traffic signs and signals were also addressed. After in an in-depth discussion, the meeting was adjourned.

Human Relations Commission

The Human Relations Commission went dark in July and will reconvene on August 19th for their regular meeting.

Parks, Recreation, and Cultural Arts Commission

The Parks, Recreation, and Cultural Arts Commission convened 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. Attendees learned about recent improvements and the various programs offered by the city. Both the Park Maintenance and Recreation Superintendent provided a brief presentation outlining updates occurring at Del Amo Park and sites currently under construction.

The next meeting will be held on Thursday July 30, 2026, at the Council Chambers and will celebrate the Baseball and Softball champions of the season.

Planning Commission

See attachment included as Exhibit 1.

Public Relations Commission

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

Public Safety Commission

The Public Safety Commission had a meeting scheduled for Thursday, July 16, and successfully had a quorum. For this meeting we had two presentations given to the commissioners. One was on the World Cup EOC Activation and the other presentation was a report from staff on the 2026 firework enforcement. In addition, red light and speed cameras were continued to be discussed.

Senior Citizens Advisory Commission

See attachment included as Exhibit 2.

Veterans Affairs Commission

The Veterans Affairs Commission met on Monday, July 20, 2026. During the meeting, subcommittee members provided a status report on their progress in planning for the Veterans Day Celebration. The commission also discussed the Veterans Service Organization (VSO) proposal. Staff provided an update on the progress made to date and discussed ways to implement the VSO workspace. 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 July 27, 2026.

Commissioners participated in a training on using artificial intelligence tools to support Commission work, including drafting communications, organizing meeting notes, developing surveys and researching community resources while maintaining privacy and independently verifying all information. Mayor Lula Davis-Holmes encouraged commissioners to increase their participation in planning and volunteer recruitment for the October 16 Women’s Health Conference, including attending the August 27 volunteer leadership meeting. The Commission unanimously selected CSUDH students experiencing housing insecurity as the primary focus of its winter community outreach project and will work with university representatives to determine eligibility criteria, priority needs, kit contents and funding at its September meeting. Commissioners also received updates regarding Shadow the Mayor Day, the August 8 Backpack Giveaway, Interfaith Prayer Breakfast ticket distribution and upcoming City events, and several commissioners volunteered to assist with the Backpack Giveaway. The Commission will be dark in August and will reconvene on the fourth Monday of September.

Youth Commission

The Youth Commission met on Wednesday, July 8, 2026. During the meeting, the commissioners were informed about the upcoming "Shadow the Mayor" day and were encouraged to participate in the event. Each commissioner was assigned a monthly challenge, which included attending an upcoming event, asking specific questions during their check-in with the supervisor of their assigned park, and other tasks. The commissioners were reminded to connect with the supervisors and conduct walk-throughs at their respective parks regularly. Additionally, new board positions were nominated and voted on, with commissioners who have not yet served on the board being elected to these roles.

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 - July 2026

Planning Commission December 9, 2025

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

   Applicant: Jefferson Ohio

   Owner: Bill Hassan

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

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

   Action: Continued

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

   Applicant: City of Carson

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

   Property Involved: Citywide

   Action: Approved

Planning Commission Report
December 2025 - July 2026

Planning Commission December 17, 2025

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

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

Planning Commission January 27, 2026

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

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

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

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

Planning Commission February 24, 2026

6. Design Overlay Review No. 00021-25

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

Planning Commission Report
December 2025 - July 2026

Planning Commission March 10, 2026

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

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

Planning Commission April 14, 2026

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

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

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

Planning Commission Report
December 2025 - July 2026

Planning Commission June 9, 2026

9. Zoning Text Amendment (ZCC 00001-26)

Applicant:	City of Carson
Request:	Adopt 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

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

Summary of the Senior Citizens Advisory Commission Meeting

July 13, 2026

The Senior Citizens Advisory Commission held its regular meeting on Monday, July 13, 2026. The meeting was called to order at 4:06 p.m., followed by the Pledge of Allegiance and roll call. The Commission unanimously approved the July 13, 2026 meeting agenda and the minutes of the June 8, 2026.

The Commission received updates on ongoing Human Services programs, including bereavement and caregiver support groups, the Mental Wellness Series, arthritis exercise classes, senior recreation activities, Stroke Center services, the walking group, and upcoming workshops and events. Staff also announced the Senior Luncheon scheduled for July 17 and noted that the next luncheon will be held in September.

The commission voted to go dark in August.

During public oral communications, Aisha Whiting stated that she had learned about the Commission through *Carson Magazine* and attended the meeting to learn more about its work and consider possible membership.

During commissioner oral communications, members discussed the success of senior programs, increasing awareness of senior programs, interest in having someone address the commission to provide nutrition education, and concerns regarding financial scams. Chairperson Seymore recommended reinstating the FROG program to provide additional scam-prevention education. Staff announced the *Knowing the Scams: Don't Be a Victim* workshop, scheduled for August 17 as part of the Mental Wellness Series presented in partnership with the Los Angeles County Department of Mental Health.

The meeting adjourned at 4:43 p.m.

CITY OF CARSON

701 East Carson Street

Report to Honorable Mayor and City Council

Tuesday, August 4, 2026, 5:00 PM

CONSENT 12.

To: Honorable Mayor and City Council

From: Michael George, Government Affairs Officer CMO Administration

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

I. SUMMARY

The City of Murrieta has submitted a proposed resolution for consideration by the League of California Cities (Cal Cities) General Assembly at its 2026 Annual Conference. The resolution, provided as Exhibit 2, requests that Cal Cities establish a statewide working group to evaluate a constitutional amendment or other legislative, policy, or ballot-based strategies intended to restore and strengthen local authority over housing and land use decisions.

The proposed working group would evaluate potential legal, fiscal, and policy approaches to addressing the increasing number of state housing laws that affect local planning, zoning, development standards, and project approval authority. The working group would engage cities and other stakeholders, assess available strategies, and develop recommendations for consideration by Cal Cities.

This items recommends that the City Council support the City of Murrieta's proposed resolution by submitting a letter of support, included as Exhibit 1, that the resolution be considered during the League of California Cities 2026 General Assembly.

II. RECOMMENDATION

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

III. ALTERNATIVES

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

IV. BACKGROUND

California cities have historically been responsible for local land use planning, including adoption and implementation of general plans, housing elements, zoning regulations, and development standards. Cities also plan for and coordinate the infrastructure and public services necessary to support residential growth, including transportation systems, water and wastewater services, public safety, parks, and other community facilities.

In recent years, the State of California has enacted numerous housing-related laws intended to increase housing production and address statewide housing needs. While these efforts establish important statewide housing objectives, many of the resulting mandates have increased state oversight of local planning decisions and limited local discretion regarding zoning, development standards, project review processes, and housing approvals.

The City of Murrieta has proposed a resolution for consideration by the League of California Cities (Cal Cities) General Assembly requesting the establishment of a statewide working group to evaluate potential strategies to restore and strengthen local authority over housing and land use decisions. The proposed working group would evaluate legal, fiscal, and policy considerations; engage cities and stakeholders; identify shared priorities; and develop recommendations for potential legislative, policy, litigation, or ballot-based strategies.

The proposed resolution does not seek to eliminate statewide housing goals or the State's authority to enforce fair housing requirements, constitutional protections, building and life-safety standards, or generally applicable environmental regulations. Rather, it seeks to evaluate approaches that preserve meaningful local decision-making authority while allowing cities to continue accommodating housing needs consistent with locally adopted plans, available infrastructure, environmental conditions, and community priorities.

Supporting the proposed resolution would allow the City of Carson to participate in a statewide discussion regarding the appropriate balance between state housing objectives and local land use authority. Approval of a support letter would not commit the City to any future constitutional amendment, legislation, or ballot measure, but would express the City's interest in evaluating strategies that may strengthen local decision-making authority.

V. FISCAL IMPACT

There is no direct fiscal impact associated with supporting the proposed resolution. Adoption of the resolution and submission of a letter of support do not commit the City to any future expenditures, membership obligations, or implementation costs.

Should the League of California Cities establish the proposed working group, any future participation by the City would be evaluated separately and would be subject to available staff resources and any future direction provided by the City Council.

VI. EXHIBITS

1. Proposed Letter of Support from the City of Carson
2. Proposed Resolution
3. Memo from the City of Murrieta

Attachments

Proposed Letter of Support from the City of Carson

Proposed Resolution

Memo from the City of Murrieta

August 4, 2026

President Gabe Quinto
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

Subject: Support for a Resolution Establishing a Working Group to Evaluate a State Constitutional Amendment or Other Initiative to Restore Local Housing and Land Use Authority

Dear President Quinto,

The City of Murrieta is sponsoring a resolution for consideration by the General Assembly of the League of California Cities to establish a statewide working group to evaluate a constitutional amendment or other legislative, policy, or ballot-based strategies to restore and strengthen local authority over housing and land use decisions.

The proposed resolution, together with the required background materials, will be submitted to Cal Cities for consideration at the 2026 Annual Conference in Orange County on September 24 and 25. The resolution would direct the League to convene a working group to evaluate potential approaches for addressing the increasingly broad and prescriptive state mandates affecting local housing, zoning, development standards, and project approval authority.

On behalf of the City of Carson, this letter confirms our support for the City of Murrieta's submission of the proposed resolution and its consideration by the League of California Cities General Assembly at the 2026 Annual Conference.

Sincerely,

Carson City Council

A RESOLUTION OF THE GENERAL ASSEMBLY OF THE LEAGUE OF CALIFORNIA CITIES CALLING FOR A WORKING GROUP TO CONSIDER A STATE CONSTITUTIONAL AMENDMENT OR OTHER FORM OF INITIATIVE TO ENSURE FINAL LOCAL AUTHORITY OVER HOUSING AND LAND USE DECISIONS

WHEREAS, California cities have historically been responsible for adopting general plans and zoning regulations, reviewing housing development proposals, and providing or coordinating the streets, water, wastewater, public safety, parks, transportation, and other infrastructure and services necessary to support responsible, environmentally sound, and well-planned residential growth; and

WHEREAS, the League of California Cities is dedicated to protecting and expanding local control for municipalities across the state to ensure their orderly growth and development; and

WHEREAS, the League of California Cities recognizes that local zoning is a primary function of cities and an essential component of home rule, and that a city's general plan should guide its land use planning and strategic decision-making free from pre-emption by the state; and

WHEREAS, increasingly prescriptive statewide housing mandates and development approval requirements can override locally adopted plans, zoning standards, and public review procedures without adequately accounting for differences that exist in each unique jurisdiction in infrastructure capacity, water availability, wildfire and evacuation risks, environmental constraints, fiscal impacts, public service needs, and community priorities; and

WHEREAS, California's housing goals can be more effectively advanced through state funding, streamlined environmental requirements, and voluntary partnerships that support housing production while preserving the authority of locally elected officials to determine how and where housing is best planned and approved;

NOW, THEREFORE, BE IT RESOLVED, by the General Assembly of the League of California Cities, assembled during the Annual Conference in Anaheim, California, on September 25, 2026, that the League of California Cities support the development and advancement of a state constitutional amendment or other legislative, policy, or ballot-based strategies that restore and strengthen local authority over housing and land use matters within municipal boundaries, including general plans, housing elements, zoning, density, design and development standards, project siting, and the approval or denial of housing development applications; and

BE IT FURTHER RESOLVED, that any constitutional amendment or alternative strategy should preserve the State's authority to establish broad statewide housing goals and enforce constitutional and civil rights, fair housing requirements, building and life-safety standards, and generally applicable environmental protections, while protecting cities from state actions that compel, through funding conditions or state law, the approval of housing developments that are inconsistent with locally adopted requirements; override local zoning or density standards; or invalidate locally adopted housing or land use decisions when a city has planned in good faith to accommodate its regional housing needs allocation and maintains adequate capacity for housing at all income levels; and

BE IT FURTHER RESOLVED, that the League of California Cities consider establishing a statewide working group or other appropriate committee(s) to evaluate and develop a proposed constitutional amendment or other legislative, policy, or ballot-based strategies to restore and strengthen local authority over housing and land use matters including but limited to: conducting

appropriate legal, fiscal, and policy analyses; engaging cities and other stakeholders; and building a statewide coalition of proponent supporters in preparation for; the November 2030 General Election, or within another reasonable time frame as determined by the working group.

MEMORANDUM

TO: MAYORS AND COUNCIL MEMBERS OF CALIFORNIA CITIES

FROM: CITY OF MURRIETA MAYOR PRO TEM, RON HOLLIDAY AND COUNCIL MEMBER LORI STONE

SUBJECT: PROPOSED RESOLUTION ON LOCAL HOUSING AND LAND USE AUTHORITY FOR LEAGUE OF CALIFORNIA CITIES 2026 GENERAL ASSEMBLY

DATE: JULY 24, 2026

STATEMENT OF ISSUE

California cities are responsible for planning residential growth, adopting general plans and zoning regulations, reviewing development proposals, and providing or coordinating the infrastructure and public services necessary to support new housing. These responsibilities include streets, water and wastewater systems, public safety, parks, transportation, schools, and other facilities that directly affect whether residential development can be accommodated safely and sustainably.

Increasingly prescriptive state housing laws, however, have continued to reduce local discretion by overriding locally adopted plans, zoning standards, development requirements, administrative review processes, and public review processes that have ensured the health, safety, and welfare of our communities. These mandates frequently fail to account for substantial differences among communities, including infrastructure capacity, water availability, wildfire risks and other environmental constraints, fiscal impacts, public service demands, and locally established planning priorities. The State has also continued to impose new planning and development obligations without providing adequate funding for implementation or the infrastructure needed to support additional housing. Although these measures are often presented as solutions to housing affordability, many focus primarily on increasing development capacity or limiting local review without delivering affordable housing.

In preparation for the 2026 League of California Cities General Assembly, to be held September 25, 2026, the City of Murrieta proposes for consideration a resolution asking the League of California Cities to establish a statewide working group to evaluate and advance a constitutional amendment or other legislative, policy, or ballot-based strategy to restore and strengthen local authority over housing and land-use decisions. The working group would conduct appropriate legal, fiscal, and policy analyses; engage cities and other stakeholders; identify shared statewide priorities; build a coalition in support of meaningful local-control reforms; and pursue implementation of its recommendations. Those recommendations could include legislation, changes to statewide policy, litigation strategies, or development of a future ballot initiative.

As the primary statewide organization representing California cities, the League of California Cities is uniquely positioned and qualified to lead an effort of this significance. The League's established policy, legal, legislative, communications, and advocacy networks provide the structure necessary to convene municipalities throughout the state, evaluate the legal and fiscal implications of potential strategies, build consensus among member agencies, engage key stakeholders, and coordinate directly with the Legislature and other statewide decision makers. These capabilities are unique to the League and would allow the development and advancement of a coordinated proposal supported by a broad cross-section of California cities.

Leadership by the League would also help ensure that any constitutional amendment or alternative strategy reflects the collective interests of municipalities across California, rather than a single city or region. The League's involvement would provide credibility, organizational capacity, and statewide reach necessary to build a durable coalition, communicate the need for reform, and pursue a viable strategy to restore and strengthen local land-use authority over housing and land-use decisions to cities.

BACKGROUND

The proposed resolution recognizes that the State has an appropriate role in establishing broad statewide housing goals and enforcing constitutional and civil rights, fair housing requirements, building and life-safety standards, and generally applicable environmental protections. It does not seek to eliminate statewide housing planning or relieve cities of their responsibility to accommodate housing for all income levels.

Instead, the resolution seeks to establish a more balanced framework that preserves meaningful local decision-making. It would protect cities from state actions that compel approval of developments inconsistent with locally adopted requirements, override local zoning or density standards, or invalidate local housing and land-use decisions when a city has planned in good faith to accommodate its regional housing needs allocation and maintains adequate capacity for housing at all income levels.

Local elected officials are directly accountable to the residents who experience the effects of development decisions and are responsible for balancing housing production with infrastructure, public safety, environmental protection, fiscal sustainability, and community needs. Restoring local authority would allow cities to determine how statewide housing objectives can be implemented in a manner that reflects local conditions and priorities while continuing to support responsible housing production.

The proposal does not require Cal Cities to immediately sponsor a specific constitutional amendment or ballot measure. Rather, it establishes a flexible statewide process through which Cal Cities can evaluate available options, develop legally and fiscally sound recommendations, and identify the most effective strategy for restoring and strengthening local control. Support from cities and city officials would demonstrate statewide interest and allow the resolution to advance through the Cal Cities policy resolution process.

ATTACHMENT

1) Proposed Cal Cities Resolution Calling for the Restoration and Strengthening of Local Authority Over Housing and Land Use Decisions.
2) Letter of Support for the Resolution

CITY OF CARSON

701 East Carson Street

Report to Honorable Mayor and City Council

Tuesday, August 4, 2026, 5:00 PM

CONSENT 13.

To: Honorable Mayor and City Council

From: Michael George, Government Affairs Officer HR Administration

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

I. SUMMARY

This item is on the agenda at the request of Mayor Davis-Holmes and provides the City Council an opportunity to amend the job classification specifications for the unrepresented Senior Council Aide and Council Aide (full-time and part-time) positions.

The proposed revisions to the Council Aide and Senior Council Aide Salary and Benefits Exhibit and Class Specifications update the expectations and duties of the positions to better align with service delivery needs. The changes clarify employment provisions, establish additional accountability measures, strengthen ethical and administrative requirements, and update duties to reflect the operational support provided by the Council Aides to elected officials, City departments, and the community.

The proposed revisions enhance the City Council Aide team's ability to provide responsive and effective public service by establishing clearer expectations related to scheduling, City resource use, event and constituent support, and compliance with applicable laws and policies. The updates also reinforce appropriate boundaries between official City duties and prohibited activities, supporting transparency, consistency, and public trust. Remaining revisions are technical and administrative in nature and do not alter compensation, benefits, or the overall scope of the classifications.

II. RECOMMENDATION

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

III. ALTERNATIVES

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

IV. BACKGROUND

The City Council Aide and Senior Council Aide classifications provide administrative and operational support to elected officials and serve as a key connection between the City Council and the public. The proposed revisions (which are shown in redline/tracked changes in the exhibits) improve clarity, consistency, and accountability while ensuring these positions continue to support effective City operations, responsive public service, and the evolving needs of City Council offices. Also, the updates establish clearer expectations regarding duties, scheduling, ethical standards, and coordination with City departments while maintaining the flexibility necessary to support elected officials and community priorities.

Exhibit A – Salary and Benefits Exhibit for Council Aides and Senior Council Aides
The revised Salary and Benefits Exhibit updates employment provisions to provide greater clarity and consistency in the administration of Council Aide positions. The revisions narrow the stated grounds for termination by removing an elected official's recommendation as a standalone basis for termination (Section 1), while preserving appropriate administrative processes. The revisions also clarify, without substantively changing, provisions related to Paid Time Off and holiday leave accrual, carryover, and payout requirements (Section 9), and update the March 31 holiday designation from Cesar Chavez Day to Farmworkers Day (Section 10).

The revised Exhibit A removes explanatory language related to the overtime exemption while maintaining the existing exemption status (Section 11), and establishes a formal Outside Employment policy through the addition of Section 28. This new policy requires disclosure of outside employment and approval by the Human Resources Director, while prohibiting outside employment that creates a conflict of interest or involves political campaign activity. Existing outside employment arrangements as of the effective date of the proposed resolution would be permitted to continue, provided they are properly disclosed to Human Resources.

Exhibit B (B1, B2 and B3) – Senior Council Aide and Council Aide Class Specifications
The proposed revisions to the Senior Council Aide and Council Aide (full-time and part-time) class specifications update position responsibilities to reflect the operational needs of modern Council offices and the level of coordination required to effectively serve the public. New duties include authorization to operate a designated City pool vehicle for official City business, including curbside transportation support for elected officials; management and coordination of City events and initiatives; and coordination of guests, dignitaries, and stakeholders participating in Council meetings and City events.

The updated classifications also establish clearer administrative expectations, including submission of weekly anticipated work schedules and timesheets and performance of assigned City Hall office hours. These requirements are intended to improve coordination, visibility, and alignment between Council Aides, City departments, and administrative leadership, thereby supporting timely responses to constituent needs and City priorities.

Additional revisions clarify the appropriate scope of the Senior Council Aide and Council Aide advisory responsibilities by requiring consultation with the City Attorney in providing guidance to elected officials regarding the Brown Act, California Public Records Act, or Fair Political Practices Commission matters. The revisions further clarify that such assistance is limited to issues pertinent to City business.

To strengthen accountability and ensure appropriate use of City resources, the updated classifications also include an explicit list of prohibited activities, including political campaign work conducted using City time or resources, entering an elected official's residence or hotel room, performing personal errands, and transporting an elected official in a personal vehicle for personal purposes. Questions regarding whether a requested activity is within the scope of a Council Aide's duties will be referred to the City Manager or designee for determination.

Collectively, these revisions are intended to enhance the effectiveness, professionalism, and accountability of the City Council Aide team by establishing clear operational expectations, supporting consistent administrative practices, and ensuring that Council Aides remain focused on their primary role of advancing City business and providing responsive service to the community. Remaining revisions to the documents are limited to grammatical, formatting, and technical corrections and do not modify substantive duties, compensation, or benefits.

V. FISCAL IMPACT

There is no anticipated fiscal impact associated with this item because it pertains to the job classification specifications and employment duties and expectations and does not address or include any substantive changes to compensation or benefits for the positions.

VI. EXHIBITS

1. Resolution No. 26-081, Council Aide and Senior Council Aide Updates
2. Exhibit A to Reso. No. 26-081, Updated Compensation & Benefits Exhibit for Unclassified Senior Council Aide and Council Aide Employment Positions
3. Exhibit B1 to Reso. No. 26-081, Updated Job Classification Specification for Senior Council Aide
4. Exhibit B2 to Reso. No. 26-081, Updated Job Classification Specification for Council Aide (full-time)
5. Exhibit B3 to Reso. No. 26-081, Updated Job Classification Specification for Council Aide (part-time)

Attachments

Reso No. 26-081 - Senior Council Aide and Council Aide Updates.pdf

Exhibit A to Reso 26-081_ Updated Compensation & Benefits Exhibit for Unclassified Senior Council Aide and Council Aide.pdf

Exhibit B1 to Reso 26-081_ Updated Job Classification Specification for Senior Council Aide.pdf

Exhibit B2 to Reso 26-081_ Updated Job Classification Specification for Council Aide (full-time).pdf

Exhibit B3 to Reso 26-081_Updated Job Classification Specification for Council Aide (Part-Time).pdf

RESOLUTION NO. 26-081

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

WHEREAS, Section 503 of the City's Charter provides that the City Council shall determine, by ordinance or resolution, the amount and type of compensation to be paid to all City officers, department heads and employees.

WHEREAS, the City Manager's Office is authorized and directed under provisions of Sections 2797.1 of the Carson Municipal Code and Section II, Rule II of the City Personnel Rules to prepare and recommend position classification and compensation plans, after consultation with the affected Directors, which becomes effective upon approval by the City Council.

WHEREAS, the unrepresented, unclassified, exempt, at-will classification of **SENIOR COUNCIL AIDE** was established by City Council Resolution No. 23-114, adopting the classification specification, on July 5, 2023. Resolution No. 23-125, adopted on July 18, 2023, rescinded and replaced Resolution No. 23-114 and adopted a new classification specification for **SENIOR COUNCIL AIDE**. The compensation and benefits for the classification of **SENIOR COUNCIL AIDE** were intended to be established by Resolution No. 23-119, adopted July 5, 2023, and amended by Resolution No. 23-126, adopted July 18, 2023, rescinding and replacing Resolution No. 23-119.

WHEREAS, Resolution No. 22-240, adopted December 13, 2022, approved a 7.5% COLA salary increase and established amended compensation and benefits for the unrepresented, unclassified, exempt, and at-will **COUNCIL AIDE (full-time and part-time)** classifications. Resolution No. 23-113, adopted by the City Council on July 5, 2023, adopted a revised classification specification for the **COUNCIL AIDE (full-time and part-time)** classifications. The compensation and benefits for the **COUNCIL AIDE (full-time and part-time)** classifications were intended to be amended by Resolution No. 23-119, adopted July 5, 2023, and subsequently amended by Resolution No. 23-126, adopted July 18, 2023, rescinding and replacing Resolution No. 23-119.

WHEREAS, the compensation and benefits amendments made or intended to be made by Resolution No.'s 23-119 and 23-126 were incomplete and/or inaccurate. As such, Resolution No. 23-137 was adopted on September 5, 2023, to clarify and correct those errors and discrepancies.

WHEREAS, Resolution 25-055, adopted April 15, 2025, amended and restated the Compensation and Benefits for the unrepresented, unclassified, exempt, at-will classifications of **SENIOR COUNCIL AIDE** and **COUNCIL AIDE (full-time and part-time)**, to annually increase the hourly rates for the full-time classifications over a three year period.

WHEREAS, the City Council now desires to amend certain provisions of the Compensation and Benefits (Exhibit A to Resolution No. 25-055), and to adopt amended job specification classifications, for the unrepresented, unclassified, exempt, at-will classifications of **SENIOR COUNCIL AIDE** and **COUNCIL AIDE (full-time and part-time)**, to establish clearer expectations related to scheduling, City resource use, event

and constituent support, and compliance with applicable laws and policies; and

WHEREAS, the subject classifications are unclassified, unrepresented and are in the City Council's office, so there are no affected Directors or other parties requiring consultation by the City Manager's Office.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, HEREBY FINDS, DETERMINES AND RESOLVES AS FOLLOWS:

Section 1. The above recitals are true and correct, and are incorporated herein by this reference.

Section 2. The amended (changes shown in redline) "**COMPENSATION & BENEFITS FOR UNCLASSIFIED SENIOR COUNCIL AIDE AND COUNCIL AIDE EMPLOYMENT POSITIONS,**" attached hereto as Exhibit "A" and incorporated herein by reference, is hereby adopted.

Section 3. The amended (changes shown in redline) job specification classifications for the **SENIOR COUNCIL AIDE** and **COUNCIL AIDE (full-time and part-time)** positions, attached hereto as Exhibit "B" and incorporated herein by reference, are hereby adopted.

Section 4. In the event of any conflict between this Resolution and any prior City resolution relating to the subject matter hereof, this Resolution shall supersede and prevail over the prior resolution to the extent of the conflict.

Section 5. This Resolution shall be effective immediately upon adoption.

Section 6. The City Clerk shall certify to the adoption of this Resolution and shall enter it into the book of original Resolutions.

PASSED, APPROVED, AND ADOPTED this 4th day of August 2026.

APPROVED AS TO FORM:

Sunny K. Soltani, City Attorney

CITY OF CARSON:

Lula Davis-Holmes, Mayor

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

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

I, Dr. Khaleah K. Bradshaw, City Clerk of the City of Carson, California, hereby attest to and certify that the foregoing resolution, being Resolution No. 26-081 adopted by the City of Carson City Council at its meeting held on August 4, 2026, by the following vote:

AYES:	COUNCIL MEMBERS:	None
NOES:	COUNCIL MEMBERS:	None
ABSTAIN:	COUNCIL MEMBERS:	None
ABSENT:	COUNCIL MEMBERS:	None

Dr. Khaleah K. Bradshaw, City Clerk

Resolution No. 26-081

Exhibit "A"

COMPENSATION & BENEFITS FOR UNCLASSIFIED SENIOR COUNCIL AIDE AND COUNCIL AIDE EMPLOYMENT POSITIONS

Section 1 – Nature of Employment:

A. This document governs the employment relationship between the City of Carson, California, and incumbents appointed to the Senior Council Aide and Council Aide positions.

B. Positions within this classification are:
   a. At-will
   b. Unrepresented
   c. FLSA Exempt (for full-time positions)
   d. Limited duration upon:
      i. Assigned elected official vacating his/her seat
      ~~ii. Elected official recommending the termination of employment~~
      ~~iii.~~ii. Incumbent found to be in violation of applicable laws and regulations, or City municipal code
      ~~iv.~~iii. City Manager or his/er designee terminating employment

Section 2 – Seniority:
Incumbents in this classification do not accumulate any seniority rights or dates.

Section 3 – Work Schedule:
Incumbents are to work the schedule as a designated by the assigned elected Council Member. The schedule may be modified by the City Manager. This includes the following:

A. City Council Meetings
B. City functions and events
C. Assigned office hours
D. Weeknights, weekends, and holidays as needed

Section 4 – Probationary Period:
There is no probationary period. Incumbents in positions assigned to the classification of Council Aide may be terminated at any time, with or without prior notice. Incumbents are not covered by the City's civil services rules and regulations.

Section 5 – The Difference Between Fulltime and Part-time:
Depending on the assigned City Council elected official needs, incumbents in the Council Aide positions may be assigned full or part-time employment schedule. All full-time positions in this classification are at-will, FLSA Exempt employees. All part-time positions in this classification are at-will, FLSA Non-Exempt employees. Full-time employees are granted full benefits as set forth in this resolution, while part-time incumbents shall only be eligible for benefits as stated in Sections 9, 10, 12, 14, 15, 18, 21 and 22.

Section 6 – Adopted Compensation Range:
Incumbents are to be paid in accordance with the following compensation schedule:

Fiscal Year 2024-2025 (effective July 1, 2024)

Classification	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Council Aide, Part-time	800	$34.40	$36.12	$37.93	$39.82	$41.81	$43.90
Council Aide, Full-time	1000	$36.46	$38.29	$40.21	$42.21	$44.32	$46.53
Senior Council Aide	1001	$40.10	$42.11	$44.22	$46.43	$48.75	$51.19

Fiscal Year 2025-2026 (effective July 1, 2025)

Classification	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Council Aide, Part-time	800	$34.40	$36.12	$37.93	$39.82	$41.81	$43.90
Council Aide, Full-time	1000	$37.92	$39.82	$41.81	$43.90	$46.09	$48.39
Senior Council Aide	1001	$41.70	$43.80	$45.99	$48.29	$50.70	$53.23

Fiscal Year 2026-2027 and later (effective July 1, 2026)

Classification	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Council Aide, Part-time	800	$34.40	$36.12	$37.93	$39.82	$41.81	$43.90
Council Aide, Full-time	1000	$39.44	$41.41	$43.49	$45.65	$47.93	$50.33
Senior Council Aide	1001	$43.37	$45.55	$47.83	$50.22	$52.73	$55.36

All new incumbents appointed to this classification are to start at Step 1. The City Manager may grant a higher starting step upon the recommendation of the elected City Council member who will be supervising the new incumbent. Senior Council Aide incumbents are to be placed in a starting step that maintains at minimum 5% pay separation from the highest paid subordinate Council Aide(s) whom they supervise.

Section 7 – Step Increases:
Each incumbent within these classifications is eligible for a step increase, as follows:

- Fulltime: Completion of 12 months of continuoues service, on his/er start date within this classification
- Part-time: Completion of 1040 hours

Such increases can be withheld due to performance issues, recommendations from the elected City Council member overseeing the incumbent and/or City Manger's directive.

Additional step increases can be granted upon recommendations from the elected City Council member overseeing the incumbent, subject to City Manager's approval, and/or City Manger's directive. Such increases will reestablish the date of forward Annual increases to be 365 days from the date of the last increase. Also, such increases are limited to one occurrence within every fiscal year and cannot exceed two steps.

Section 8 – Longevity Pay:
Incumbents in this classification are not granted any longevity pay.

Section 9 – Paid Time Off (PTO):
Incumbents in this classification are granted:

A. Fifteen (15) hours/month for full-time incumbents (180 hours annually)
B. Five (5) hours/month for part-time incumbents (60 hours annually)

Incumbents may use PTO for vacation or sick time-off. PTO must be requested at least one calendar week in advance and must be used in a full hour increment. If an incumbent utilizes PTO for sick leave, then notice must be given before the end of the business day – or prior, unless there are circumstances prohibiting the incumbent from providing notice. If an incumbent requests more than 40 consecutive hours of PTO for illness, then proof of such illness, from a California licensed physician, may be required before returning to the workplace.

There is no carry-over from one fiscal year to the next. Instead, incumbents may ~~accumulate~~ accrue PTO during the fiscal year up to a maximum of one year's accrual (180 hours for full-time incumbents or 60 hours for part-time incumbents), ~~of PTO~~plus any holiday leave credits accrued pursuant to Section 10.~~,~~ Any unused accrued PTO and eligible holiday leave credits shall be ~~which is~~ paid-out at the end of ~~every~~ each fiscal year, within the second pay-period of the following fiscal year.

Section 10 - Holidays:
Incumbents in this classification are paid for the following fourteen (14) holidays with pay subject to the following conditions:

A. January 1st (New Year's Day)
B. The third Monday in January (Dr. Martin Luther King Jr. Day)
C. January 30th (Fred T. Korematsu Day)
D. The third Monday in February (President's Day)
E. March 8th (International Women's/Rosa Parks Day)
F. March 31st (~~Cesar Chavez~~Farmworkers Day)
G. The last Monday in May (Memorial Day)
H. June 19th (Juneteenth)
I. July 4th (Independence Day)
J. The first Monday in September (Labor Day)
K. October 25th (Larry Itliong Day)
L. November 11th (Veteran's Day)
M. The fourth Thursday in November (Thanksgiving Day)
N. December 25th (Christmas)

Every day proclaimed by the President, Governor, or Mayor of this City as a public holiday

Section 11 – Overtime and Compensatory Time:
All positions within the Council Aide classification are exempt from overtime and/or compensatory time provisions~~, as they are deemed members of personal staff for elected officials~~.

Section 12 – Health and Welfare Benefits:

A. Fulltime incumbents:

I. Effective January 1, 2023, the City will pay the full family HMO premium from Kaiser Permanente of the Los Angeles Region (including Riverside and San Bernardino counties) for each full time incumbent and eligible dependents. If an incumbent does not fully utilize the provided allowance, up to $200.00/month of the remainder may be used by the incumbent towards additional City offered benefits in the following order:
    a. Vision care
    b. Additional insurance coverage
    c. Flexible Savings Account/Dependent Care

II. The City will provide incumbents and their dependents with dental insurance through the City provided dental insurance plan.

B. Part-time incumbents:

I. The City will provide part-time incumbents within this classification of up to $450.00/month to be used towards participating in the City offered health insurance, through CalPERS. If an incumbent does not fully utilize the provided allowance, up to $50.00/month of the remainder may be used by the incumbent towards additional City offered benefits in the following order:
    a. Vision care
    b. Additional insurance coverage
    c. Flexible Savings Account/Dependent Care

Section 13 – City's Civil Service system:
Positions within this classification are exempt and excluded from the City's Civil Services system rules and regulations. This includes Personnel Rules and Standard Management Procedures.

Section 14 – Cell phone allowance:
Incumbents in positions within this classification are eligible to receive $50.00/month stipend. To receive the cell phone allowance, incumbent must provide the necessary paperwork to the City, and has his/her cell phone number listed in the City's internal network. The elected City Council member overseeing this position, or City Manager, have the authority to terminate the cell phone allowance with or without cause at any time.

Section 15 – Mileage reimbursement:
Incumbents in positions within this classification are eligible for reimbursement of mileage costs incurred during the performance of assigned work, in accordance with City established policies and procedures.

Section 16 – Overpayment Remedy:
Incumbents in positions within this classification are required to reimburse the City for any overpayment of wages or benefits. Reimbursement may be accomplished by lump-sum deduction made on the next employee payroll warrant following overpayment notification, or by other reasonable repayment method applicable to the City.

Section 17 – Life Insurance Premium:

The City shall provide incumbents within positions in this classification with life insurance in the amount of $100,00.00, subject to the requirements of the insurance carrier.

Section 18 – Retirement Contributions:
Incumbents in this classification must participate in mandatory CalPERS retirement, in accordance with CalPERS laws and regulations, and existing contractual obligations between the City and CalPERS. The City does not contribute to Social Security. Part-time incumbents who are not eligible for CalPERS retirement options, must participate in PARS.

Section 19 – Jury Service:
The City will provide additional paid leave for incumbents within positions in this classification for jury service up to 100 hours per calendar year.

Section 20 – Bereavement Leave:
The City will provide incumbents of up to 20 hours of convective hours of paid bereavement leave per calendar year without carryover into the next calendar year in the event of the death of Employee's spouse, domestic partner, children, stepchildren, foster children, parent, step-parent, brother, sister grandparents or grandchildren.

Section 21 – FMLA Leave:
The City will provide incumbents of up to 480 hours of unpaid leave due to – and upon proof of – personal or family medical need consistent with the requirements of FMLA laws and regulations. To qualify, an incumbent must have worked at least 1,250 hours during the previous year. During such leave, the incumbent on leave will have to pay for his/er insurance premium in full.

Section 22 – Military Service Leave:
The City shall grant incumbents military leave as required by California Military & Veterans Code, Sections 389 through 395.4.

Section 23 – Direct Leave Donation:
Incumbents within the Council Aide classifications are not eligible to participate in Direct Leave Donation.

Section 24 – Paycheck Distribution:
Paychecks will be issued in accordance with the City adopted pay date schedule. Payment distribution shall be through mandatory direct deposits except if the incumbent cannot obtain an applicable bank account. The City does not permit payroll check advances.

Section 25 – Termination of Employment:
The City holds the right to terminate employment without cause. Incumbents can also be terminated for any of the following reasons:

1. Willful or persistent material breach of duties
2. Material dishonesty
3. Unauthorized absences or leave
4. Violation of the City's charter or municipal code
5. Conviction of misdemeanor (including DUI) and/or felony

6. Use or possession of illegal drugs (unless prescribed by a licensed physician)
7. Financial mismanagement
8. Refusal, inability and/or unwillingness to perform assigned tasks
9. Engage in Labor/Employee relations without direct authorization
10. Sharing of confidential information
11. Theft and/or damage of City property
12. Illegal usage of City provided equipment, services or communication technology

Section 26 – Acting Assignment:
Incumbents within the Council Aide classifications are prohibited from Acting into vacant positions within the City, that are part of the classified service.

Section 27 – Education/Tuition Reimbursement:
City will reimburse a Full time incumbent up to the California State University in-state rate (per semester, quarter, or academic year: https://www.calstate.edu/attend/paying-for-college/tuition-by-year) for continuing education through an accredited program that either offers growth in an area related to the Full time incumbent's current position or that may lead to promotional opportunities, as determined by the Human Resources Director. This education may include college courses, continuing education units, adult education classes, certification examination fees, and job-related workshops/seminars/conferences not already paid for by the City on behalf of the employee.

The Full time incumbent must take the course on the member's own time. City time may not be used to attend educational opportunities covered by this program. If a course is only offered during regularly scheduled work hours, the Full time incumbent's supervisor and Department Director may make reasonable efforts to adjust work schedules to accommodate the scheduling conflict.

A Full time incumbent must secure a passing grade of "C" or its equivalent or obtain a certification to receive any reimbursement. Expenses must be validated by receipts and a copy of the final grade or certification received. Full-time, regular Full time incumbents who have completed six-months of employment are eligible. The deadline for submitting Education Reimbursement Forms for any expenses of the prior Fiscal Year is the end of the second full pay period of July.

California State University Dominguez Hills Incentive
Full time incumbents who are students enrolled in course work at California State University Dominguez Hills shall be eligible for additional reimbursement of parking permits (excluding violation fees and citations) and required reading materials/textbooks, to be confirmed by instructor/school issued course syllabi or other official university documentation.

The Education Tuition Reimbursement program may be revoked or suspended by the City Council at anytime and at the City Council's discretion, without requirement for meet and confer. Should the City Council decide to revoke or suspend the program, Full time incumbents currently enrolled in course work will be permitted to complete and submit reimbursement requests for the current active term (quarter or semester).

Section 28. Outside Employment:

Incumbents may engage in employment, self-employment, or other compensated work or business activities, other than their City employment as a Council Aide or Senior Council Aide (hereinafter, "Outside Employment"), outside the hours they are required to work for the City, subject to the restrictions set forth in this Section.

Incumbents are prohibited from engaging in Outside Employment even on their personal time when, as determined by the Human Resources Director: (a) a conflict of duties or interests may develop between an incumbent's regular work for the City and his/her Outside Employment, including, but not limited to, potentially conflicting work hours; and/or (b) certain knowledge and/or information available to the incumbent in his/her City employment places him or her in a position where he/she can exploit the knowledge or information for personal gain in the Outside Employment.

Outside Employment involving work on political campaigns for or against City elected officials or ballot measures is strictly prohibited.

Incumbents shall disclose any proposed new Outside Employment to the Human Resources Department and obtain written approval from the Human Resources Director prior to engaging in the Outside Employment. The Human Resources Department shall review the proposed Outside Employment to determine whether it complies with the restrictions set forth in this Section, and shall approve the proposed Outside Employment or if and only if the Human Resources Director determines that the Outside Employment will comply with the restrictions set forth in this Section.

Existing Outside Employment of incumbents who are employed by the City as of the effective date of Resolution No. 26-081 shall be disclosed in writing promptly upon effectiveness of said Resolution, and will be deemed automatically approved for said incumbent; however, any material change to such Outside Employment, or any new Outside Employment undertaken by the incumbent, as determined by the Human Resources Director, shall be subject to the Human Resources Department review and approval requirements set forth herein.

END

SENIOR COUNCIL AIDE

Job Summary

Under general direction of the City Manager, or his/her designee, performs varied and complex professional and confidential administrative work in support of City Council members; serves as a Council liaison and represents Council members at various meetings and functions; provides direction and oversees the work of Council Aides.

Distinguishing Characteristics

This ~~is a~~ position~~, which~~ is unclassified, unrepresented, FLSA exempt and serves on an at-will basis under the City Manager~~,~~ or his/her designee. Positions at this level may be required to work evenings and weekends. Incumbents perform responsible administrative functions which may require receiving information and/or inquiries from elected officials necessary to support the Mayor's or City Council member's goals and objectives while performing the duties and responsibilities of this position. Incumbents are expected to have related outside experience performing the essential job functions of this position.

NOTE: Senior Council Aides cannot work on political campaigns on City time and must comply with all City policies and procedures and rules, including but not limited to: the Brown Act, the California Public Records Act and the California Fair Political Practices Commission rules and regulations.

Essential Duties and Responsibilities

(*The following functions are typical for this classification. Incumbents may not perform all of the listed functions and/or may be required to perform additional or different functions from those set forth below to address business needs and changing business practices).*

Management reserves the right to add, modify, change or rescind related duties and work assignments.

1. Perform a wide variety of administrative, community relations and support services duties for the Mayor or City Council member.
2. Accompany the Mayor or City Council member in the community and at professional meetings; take summary notes and provide oral or written updates to elected officials.
3. Drive the Mayor or City Council member in a designated City pool vehicle for City business or activities, including curbside pickups from or dropoffs to the residence of the Mayor or City Council member as may be requested by the Mayor or City Council member.
4. Receive, respond to, and refer citizen complaints and reports for handling and follow-up by various City departments.
5. Assume project management and oversight for the daily operations of the City Council Aide Office.
6. Provide leadership and guidance to the Council Aide Team on resolving administrative and clerical matters that support efficient operations in the City Council Aide Office.

~~3.~~7. Exercise comprehensive and professional project management in the course of planning, executing, and facilitating City events, initiatives, and programs, as directed, by working cooperatively with other City departments and divisions.

~~4.~~8. Be familiar with City policies and procedures in response to inquiries and make appropriate referrals.

~~5.~~9. Review and analyze a variety of confidential and/or highly sensitive information, while maintaining confidentiality.

~~6.~~10. Conduct research and analysis related to City policies, procedures, operational programs, budgets, or other issues related to City business. Prepare oral and written reports of findings for the Mayor or City Council members.

~~7.~~11. Respond independently to letters and general correspondence of a routine nature for the Mayor or City Council members.

~~8.~~12. Research and compile information for special presentations at City Council meetings.

~~9.~~13. Compile, prepare, and maintain source material for special presentations, such as proclamations and resolutions, by the Mayor or City Council member at City Council meetings including meeting agendas and minutes, correspondence and other related materials.

~~10.~~14. Coordinate and schedule appointments, travel logistics, meetings, civic and community events details for the Mayor or City Council members.

~~11.~~15. Perform research on a variety of community and/or legislative issues.

~~12.~~16. Assist in preparing speeches, proclamations, resolutions, news releases, radio broadcasts, and other media information working under direction of City's public relations officer.

~~13.~~17. In consultation with the City Attorney, a~~A~~dvise Mayor or City Council member on City policies and procedures and rules, including but not limited to, the Brown Act, the California Public Records Act and the California Fair Political Practices Commission rules and regulations to the extent pertinent to the City.

18. Prepare~~s~~ staff reports for City C~~c~~ouncil agendas and other correspondence, including compilation of appropriate materials and documents, such as proclamations and resolutions, for exhibits and attachments.

~~14.~~19. Coordinate guests and dignitaries attending City Council meetings and other City events, as needed and as assigned.

~~15.~~20. Research~~es~~ and respond~~s~~ to resident or constituent inquiries or complaints and coordinates interdepartmental action.

~~16.~~21. Serve~~s~~ as liaison with other agencies, the public, and the City departments on behalf of the City Council.

~~17.~~22. Prepare~~s~~ official correspondence such as interdepartmental memoranda and letters of inquiry on behalf of Council members.

~~18.~~23. Provide~~s~~ administrative solutions requiring knowledge of record management, forms control, systems and procedures analysis and statistical analysis.

~~19.~~24. Prepare~~s~~ recommendations for the improvement of communications between the City Council and City commissions, committees, departments, other agencies, the public and the business community.

~~20.~~25. Develop~~s~~ a system of keeping records of and tracking City Council requests and directions.

26. Supervise~~s~~, train~~s~~, and evaluate~~s~~ subordinate Council Aide staff.

27. Prepare and submit an anticipated weekly schedule at or around the commencement of each workweek, projecting the tasks, functions, duties and activities anticipated to be performed that week, including hours and locations of work, all of which is subject to change.

28. Prepare and submit weekly timesheets using a City Manager-approved form, documenting actual tasks, functions, duties and activities performed on a daily basis during the preceding week, including hours and locations of work.
~~21.~~29. Perform City Hall office hours as assigned.
~~22.~~30. Perform~~s~~ related duties as required.

Duties do not include the following prohibited activities: (i) engaging in political campaign activities on behalf of the Mayor or City Council member while on City time, during City business hours, or using City resources including City equipment, email systems, offices, and supplies/materials; (ii) entering the residence or hotel room of the Mayor or City Council member; (iii) performing personal errands or services for the Mayor or City Council member or others; or (iv) driving the Mayor or City Council member (or others at their behest) in a personal (i.e., non-City) vehicle or for personal purposes or activities. Any questions regarding whether a requested activity constitutes a personal errand, ~~or~~ service or driving engagement shall be directed to the City Manager or designee for determination prior to performing the activity.

MINIMUM QUALIFICATIONS

The following generally describes the typical knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties:

Education and Experience:
Graduation with a baccalaureate degree in an occupational related field or equivalent from a college or university accredited agency recognized by the U.S. Department of Education or the Council For Higher Education Accreditation. And, three (3) years of experience in an administrative support role. Previous public sector experience is desirable. Experience and/or education in a related field may be substituted on a year for year basis.

Knowledge of:
- English usage, spelling, grammar and punctuation
- Modern office methods and standard office equipment usage
- Computer software including word processing applications at an intermediate level
- Record keeping principles and procedures
- City-wide policies and procedures
- Community relations methods and techniques
- Research techniques, methods, procedures, and report presentation
- The Brown Act, the California Public Records Act and the California Fair Political Practices Commission rules and regulations
- Training and supervision principles

Skills and Ability to:
- Operate standard office equipment, including a personal computer and applicable software programs
- Communicate clearly and concisely, both orally and in writing
- Organize work activities to ensure responsibilities are carried out in a timely manner
- Work independently and follow general directions
- Analyze situations carefully and recommend effective courses of action

- Take summary notes at meetings, prepare presentations, and compose correspondence and business letters from brief instructions
- Exercise independent and sound judgement in completing assigned tasks
- Represent the City Council, displaying sound judgment, credibility, and respect for the community
- Use variety of productivity programs, including Microsoft Office
- Maintain the confidentiality of privileged information
- Establish and maintain professional effective working relationships with a broad range of groups and individuals
- Maintain sensitivity to ethnic, religious, cultural and sexual differences
- Supervise, evaluate and train staff.

License or Certificate:
Possession of valid California Class C Driver License is required by date of appointment. Employees in this classification will be enrolled in the Department of Motor Vehicles (DMV) Government Employer Pull Notice Program which confirms possession of a valid driver's license and reflects driving record.

Physical Requirements and Working Conditions:

Employee accommodations for physical or mental disabilities will be considered on a case-by-case basis. Positions in this class normally:

- Require standing, stooping, reaching and bending
- Require ability to use variety of office equipment, including desktops and other similar devices
- Require mobility of arms to reach and dexterity of hands to grasp and manipulate small objects
- Require lifting, carrying, pushing, or pulling of objects which may weigh 20 pounds and up to 25 pounds
- Work fulltime schedule and additional hours as needed
- Require working on weeknights, weekends and holidays, as needed
- Require the ability to use personal vehicle in the course of employment or a designated City pool vehicle as appropriate.

COUNCIL AIDE – FULLTIME

Job Summary

Under general supervision and direction of the Senior Council Aide, performs a wide variety of responsible administrative and field support duties to the Mayor or City Council member; accompanies the Mayor or City Council members at various meetings and functions in the community and helps establish effective relationships with businesses and constituents; and performs other related duties as assigned.

Distinguishing Characteristics

This classification is unrepresented, FLSA exempt and "at-will," with no property rights to continued employment. The appointment to a position in this classification is for an indefinite period but shall not extend past the end of the elected official's term. Incumbents perform responsible administrative functions which may require receiving information and/or inquiries from elected officials necessary to support the Mayor's or City Council member's goals and objectives while performing the duties and responsibilities of this position. Incumbents are expected to have related outside experience performing the essential job functions of this position.

NOTE: Council Aides ~~– Fulltime~~ cannot work on political campaigns on City time and must comply with all City policies and procedures and rules, including but not limited to: the Brown Act, the California Public Records Act and the California Fair Political Practices Commission rules and regulations.

ESSENTIAL DUTIES

(The following functions are typical for this classification. Incumbents may not perform all of the listed functions and/or may be required to perform additional or different functions from those set forth below to address business needs and changing business practices. Management reserves the right to add, modify, change or rescind related duties and work assignments.)

1. Perform a wide variety of administrative, community relations and support services duties for the Mayor or City Council member.
2. Accompany the Mayor or City Council member in the community and at professional meetings; take summary notes and provide oral or written updates to elected officials.
3. Drive the Mayor or City Council member in a designated City pool vehicle for City business or activities, including curbside pickups from or dropoffs to the residence of the Mayor or City Council member as may be requested by the Mayor or City Council member.
4. Receive, respond to, and refer citizen complaints and reports for handling and follow-up by various City departments.
5. Exercise professional project management in the course of planning, executing, and facilitating City events, initiatives, and programs, as directed, by working cooperatively with other City departments and divisions.

~~2.~~ ~~3.~~

~~4.~~6. Be familiar with City policies and procedures in response to inquiries and make appropriate referrals.
~~5.~~7. Review and analyze a variety of confidential and/or highly sensitive information, while maintaining confidentiality.
~~6.~~8. Conduct research and analysis related to City policies, procedures, operational programs, budgets, or other issues related to City business. Prepare oral and written reports of findings for the Mayor or City Council member.
~~7.~~9. Respond independently to letters and general correspondence of a routine nature for the Mayor or City Council member.
~~8.~~10. Research and compile information for special presentations at City Council meetings.
11. Compile, prepare, and maintain source material for special presentations, such as proclamations and resolutions, by the Mayor or City Council member at City Council meetings including meeting agendas and minutes, correspondence and other related materials.
~~9.~~12. Coordinate guests and dignitaries attending City Council meetings and other City events, as needed and as assigned.
~~10.~~13. Coordinate and schedule appointments, travel logistics, meetings, civic and community events details for the Mayor or City Council member.
~~11.~~14. Perform research on a variety of community and/or legislative issues.
~~12.~~15. Assist in preparing speeches, proclamations, resolutions, news releases, radio broadcasts, and other media information working under direction of City's public relations officer.
16. In consultation with the City Attorney, a~~A~~dvise Mayor or City Council member on City policies and procedures and rules, including but not limited to, the Brown Act, the California Public Records Act and the California Fair Political Practices Commission rules and regulations to the extent pertinent to the City.
17. Prepare and submit an anticipated weekly schedule at or around the commencement of each workweek, projecting the tasks, functions, duties and activities anticipated to be performed that week, including hours and locations of work, all of which is subject to change.
18. Prepare and submit weekly timesheets using a City Manager-approved form, documenting actual tasks, functions, duties and activities performed on a daily basis during the preceding week, including hours and locations of work.
~~13.~~19. Perform City Hall office hours as assigned.
~~14.~~20. Perform related duties and responsibilities as required.

Duties do not include the following prohibited activities: (i) engaging in political campaign activities on behalf of the Mayor or City Council member while on City time, during City business hours, or using City resources including City equipment, email systems, offices, and supplies/materials; (ii) entering the residence or hotel room of the Mayor or City Council member; (iii) performing personal errands or services for the Mayor or City Council member or others; or (iv) driving the Mayor or City Council member (or others at their behest) in a personal (i.e., non-City) vehicle or for personal purposes or activities. Any questions regarding whether a requested activity constitutes a personal errand, service or driving engagement shall be directed to the City Manager or designee for determination prior to performing the activity.

MINIMUM QUALIFICATIONS

The following generally describes the typical knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties:

Education and Experience:

Graduation with a baccalaureate degree in an occupational related field or equivalent from a college or university accredited agency recognized by the U.S. Department of Education or the Council For Higher Education Accreditation. And, three (3) years of experience in an administrative support role. Previous public sector experience is desirable. Experience and/or education in a related field may be substituted on a year for year basis.

Knowledge of:

- English usage, spelling, grammar and punctuation
- Modern office methods and standard office equipment usage
- Computer software including word processing applications at an intermediate level
- Record keeping principles and procedures
- City-wide policies and procedures
- Community relations methods and techniques
- Research techniques, methods, procedures, and report presentation
- The Brown Act, the California Public Records Act and the California Fair Political Practices Commission rules and regulations

Skills and Ability to:

- Operate standard office equipment, including a personal computer and applicable software programs
- Communicate clearly and concisely, both orally and in writing
- Organize work activities to ensure responsibilities are carried out in a timely manner
- Work independently and follow general directions
- Analyze situations carefully and recommend effective courses of action
- Take summary notes at meetings, prepare presentations, and compose correspondence and business letters from brief instructions
- Exercise independent and sound judgement in completing assigned tasks
- Represent the City Council, displaying sound judgment, credibility, and respect for the community
- Use variety of productivity programs, including Microsoft Office
- Maintain the confidentiality of privileged information
- Establish and maintain professional effective working relationships with a broad range of groups and individuals
- Maintain sensitivity to ethnic, religious, cultural and sexual differences

License or Certificate:
Possession of valid California Class C Driver License is required by date of appointment. Employees in this classification will be enrolled in the Department of Motor Vehicles (DMV) Government Employer Pull Notice Program which confirms possession of a valid driver's license and reflects driving record.

Physical Requirements and Working Conditions:

Employee accommodations for physical or mental disabilities will be considered on a case-by-case basis. Positions in this class normally:

- Require standing, stooping, reaching and bending
- Require ability to use variety of office equipment, including desktops and other similar devices
- Require mobility of arms to reach and dexterity of hands to grasp and manipulate small objects

- Require lifting, carrying, pushing, or pulling of objects which may weigh 20 pounds and up to 25 pounds
- Work fulltime schedule and additional hours as needed
- Require working on weeknights, weekends and holidays, as needed
- Require the ability to use personal vehicle in the course of employment or a designated City pool vehicle as appropriate.

CITY OF CARSON
Class Specification

Council Reso: 26-081
Bargaining Unit: Non-Represented
FLSA: Non-Exempt

PART-TIME COUNCIL AIDE

Job Summary~~:~~

Under general supervision and direction of the ~~City Manager, or his/her designee~~Senior Council Aide, performs a wide variety of responsible administrative and field support duties to the Mayor ~~and members of the~~or City Council member; accompanies the Mayor or City Council members at various meetings and functions in the community and helps establish effective relationships with businesses and constituents; and performs other related duties as assigned.

Distinguishing Characteristics

This classification is ~~part-time,~~ unrepresented, FLSA exempt and ~~"~~"at-will~~,"~~," with no property rights to continued employment. ~~Each~~ The appointment to a position in this classification is for an indefinite period~~,~~ but shall not extend past the end of the ~~assigned~~ elected ~~official's~~official's term ~~unless otherwise expressly appointed to do so by the City Manager.~~ Incumbents perform responsible administrative functions which may require receiving information and/or inquiries from elected officials necessary to support the ~~assigned elected official's~~Mayor's or City Council member's goals and objectives while performing the duties and responsibilities of this position. Incumbents are expected to have related outside experience performing the essential job functions of this position.

NOTE: Council Aides cannot work on political campaigns on City time and must comply with all City policies and procedures and rules, including but not limited to: the Brown Act, the California Public Records Act and the California Fair Political Practices Commission rules and regulations.

~~Essential Duties and Responsibilities~~

ESSENTIAL DUTIES

(The following functions are typical for this classification. Incumbents may not ~~perform~~perform all of the listed functions and/*or may be required to perform additional or different functions from those set forth below to address business needs and changing business practices.* Management reserves the right to add, modify, change or rescind related duties and work assignments.)

1. Perform a wide variety of administrative, community relations and support services duties for the Mayor or City Council ~~members~~member.
2. Accompany the Mayor or City Council ~~members~~member in the community and at professional meetings; take summary notes and provide oral or written updates to elected officials.
3. Drive the Mayor or City Council member in a designated City pool vehicle for City business or activities, including curbside pickups from or dropoffs to the

residence of the Mayor or City Council member as may be requested by the Mayor or City Council member.

4. Receive, respond to, and refer citizen complaints and reports for handling and follow-up by various City departments.

5. Exercise professional project management in the course of planning, executing, and facilitating City events, initiatives, and programs, as directed, by working cooperatively with other City departments and divisions.

~~3.~~

~~4.~~6. Be familiar with City policies and procedures in response to inquiries and make appropriate referrals.

~~5.~~7. Review and analyze a variety of confidential and/or highly sensitive information, while maintaining confidentiality.

~~6.~~8. Conduct research and analysis related to City policies, procedures, operational programs, budgets, or other issues related to City business. Prepare oral and written reports of findings for ~~individual~~the Mayor or City Council ~~members~~member.

~~7.~~9. Respond independently to letters and general correspondence of a routine nature for the Mayor or City Council member.

~~8.~~10. Research and compile information for special presentations at City Council meetings.

~~9.~~11. Compile, prepare, and maintain source material for special presentations, such as proclamations and resolutions, by the Mayor or City Council member at City Council meetings including meeting agendas and minutes, correspondence and other related materials.

12. ~~10.~~ Coordinate guests and dignitaries attending City Council meetings and other City events, as needed and as assigned.

13. Coordinate and schedule appointments, travel logistics, meetings, civic and community events details for the Mayor or City Council member.

~~1.~~14. Perform research on a variety of community and/or legislative issues.

~~2.~~15. Assist in preparing speeches, proclamations, resolutions, news releases, radio broadcasts, and other media information working under direction of ~~City Manager Office (CMO).~~City's public relations officer.

~~3.~~16. ~~Advise elected officials~~In consultation with the City Attorney, advise Mayor or City Council member on City policies and procedures and rules, including but not limited to, the Brown Act, the California Public Records Act and the California Fair Political Practices Commission rules and regulations to the extent pertinent to the City.

17. Prepare and submit an anticipated weekly schedule at or around the commencement of each workweek, projecting the tasks, functions, duties and activities anticipated to be performed that week, including hours and locations of work, all of which is subject to change.

18. Prepare and submit weekly timesheets using a City Manager-approved form, documenting actual tasks, functions, duties and activities performed on a daily basis during the preceding week, including hours and locations of work.

19. Perform City Hall office hours as assigned.

~~4.~~20. Perform related duties and responsibilities as required.

~~Qualifications Guidelines~~

Duties do not include the following prohibited activities: (i) engaging in political campaign activities on behalf of the Mayor or City Council member while on City time, during City business hours, or using City resources including City equipment, email systems, offices, and supplies/materials; (ii) entering the residence or hotel room of the Mayor or City Council member; (iii) performing personal errands or services for the Mayor or City Council member or others; or (iv) driving the Mayor or City Council member (or others at their behest) in a personal (i.e., non-City) vehicle or for personal purposes or activities. Any questions regarding whether a requested activity constitutes a personal errand, service or driving engagement shall be directed to the City Manager or designee for determination prior to performing the activity.

MINIMUM QUALIFICATIONS

The following generally describes the typical knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties:

Education~~:~~ and Experience:

Graduation with a baccalaureate degree in an occupational related field or equivalent from a college or university accredited agency recognized by the U.S. Department of Education or the Council For Higher Education Accreditation. And, three (3) years of experience in an administrative support role. Previous public sector experience is desirable. Experience and/or education in a related field may be substituted on a year for year basis.

~~**Experience and Training:** performing analytical and complex administrative staff work; three (3) years of experience in an administrative support role for a public office or government agency preferred. An equivalent combination of experience and training sufficient to perform the essential job functions and provide the required knowledge and abilities is qualifying.~~

Knowledge of:~~–~~

- English usage, spelling, grammar and punctuation~~; modern~~
- Modern office methods and standard office equipment usage~~; computer~~
- Computer software including word processing applications at an intermediate level~~; record~~
- Record keeping principles and procedures~~; city~~
- City-wide policies and procedures~~; community~~
- Community relations methods and techniques~~; research~~
- Research techniques, methods, procedures, and report presentation~~; the~~

- The Brown Act~~;~~, the California Public Records Act and the California Fair Political Practices Commission rules and regulations~~.~~

Skills and Ability to: ~~operate~~

- Operate standard office equipment, including a personal computer and applicable software programs~~; communicate~~
- Communicate clearly and concisely, both orally and in writing~~; organize~~
- Organize work activities to ensure responsibilities are carried out in a timely manner~~; work~~
- Work independently and follow general directions~~; analyze~~
- Analyze situations carefully and recommend effective courses of action~~; take~~
- Take summary notes at meetings, prepare presentations, and compose correspondence and business letters from brief instructions~~; represent the City Council, displaying sound judgment, credibility, and respect for the community; maintain the confidentiality of privileged information; establish and maintain professional effective working relationships with a broad range of groups and individuals.~~

- Exercise independent and sound judgment in completing assigned tasks
- Represent the City Council, displaying sound judgment, credibility, and respect for the community
- Use variety of productivity programs, including Microsoft Office
- Maintain the confidentiality of privileged information
- Establish and maintain professional effective working relationships with a broad range of groups and individuals
- Maintain sensitivity to ethnic, religious, cultural and sexual differences

License or Certificate:

Possession of valid California Class C ~~driver's license~~Driver License is required by date of appointment. Employees in this classification will be enrolled in the Department of Motor Vehicles (DMV) Government Employer Pull Notice Program which confirms possession of a valid ~~driver's~~driver's license and reflects driving record.

Physical ~~Requirement~~Requirements and Working Conditions:

Employee accommodations for physical or mental disabilities will be considered on a case-by-case basis. Positions in this class normally:

- ~~**Environmental Conditions:** Work is performed primarily in a standard office setting with some travel~~ Require standing, stooping, reaching and bending
- Require ability to ~~different sites; incumbents may be required to work extended hours~~use variety of office equipment, including ~~evenings~~desktops and other similar devices
- Require mobility of arms to reach and dexterity of hands to grasp and manipulate small objects

- Require lifting, carrying, pushing, or pulling of objects which may weigh 20 pounds and up to 25 pounds
- Work fulltime schedule and additional hours as needed
- Require working on weeknights, weekends~~,~~ and holidays, as needed~~.~~

~~**Physical Conditions:** Primary functions require sufficient physical ability and mobility to work in an office setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull light to moderate amounts of weight; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; and to verbally communicate to exchange information.~~

- Require the ability to use personal vehicle in the course of employment or a designated City pool vehicle as appropriate.

CITY OF CARSON

701 East Carson Street

Report to Honorable Mayor and City Council

Tuesday, August 4, 2026, 5:00 PM

CONSENT 14.

To: Honorable Mayor and City Council

From: David Roberts, City Manager CMO Administration

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

I. SUMMARY

This item is on the agenda at the request of Mayor Davis-Holmes and provides the City Council with an opportunity to consider approving a revision to Council Policy No. 1.45 to limit the use of City staff, City resources, and City facilities for Councilmember informational, advisory, community, or town hall style meetings to no more than four (4) meetings per Councilmember, per calendar year, except: (i) the limit would not apply to the Mayor; and (ii) additional City-funded meetings for another Councilmember who has reached their limit could be authorized by the City Council, provided the City Council approval is specific to the additional meeting(s) to be held and is given in advance of such meeting(s).

The proposed revised policy also clarifies that if the Mayor and another Councilmember jointly hold such a meeting, the meeting would be counted as one full meeting toward the four-meeting limit for the other Councilmember.

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

II. RECOMMENDATION

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

III. ALTERNATIVES

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

IV. BACKGROUND

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

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

The proposed amendment is intended to promote the efficient use of City resources by establishing an annual limit on the number of Councilmember community meetings for which City staff, City resources, and City facilities may be utilized.

The proposed limit is no more than four (4) such meetings per Councilmember, per calendar year, except: (i) the limit would not apply to the Mayor; and (ii) additional City-funded meeting(s) held by another Councilmember who has reached their limit could be authorized by the City Council, provided the City Council approval is specific to the additional meeting(s) to be held and is given in advance of such meeting(s) being held. The standard requirements that must be met for all City-funded town hall meetings under the existing policy would also apply to the additional meetings (e.g., no campaign activity).

The proposed revised policy also clarifies that if the Mayor and another Councilmember jointly hold such a meeting, the meeting would be counted as one full meeting toward the four-meeting limit for the other Councilmember. The proposed changes to the existing policy are shown in redline/tracked changes in Exhibit 1.

The proposed amendment would not limit a Councilmember's ability to meet with constituents, homeowner associations, neighborhood groups, businesses, or other members of the public when City staff, City resources, or City-funded facilities are not utilized. With the proposed amendment, Councilmembers would be permitted to continue to organize and attend such meetings without limitation, provided City resources are not requested or used.

V. FISCAL IMPACT

There is no anticipated fiscal impact associated with this item.

VI. EXHIBITS

1. Proposed Updated Council Policy No. 1.45

Attachments

Proposed Updated CP 1.45.pdf

CITY OF CARSON		POLICY/PROCEDURE
NUMBER: 1:45		SUBJECT MEETINGS CONVENED BY LESS THAN A QUORUM OF THE CITY COUNCIL AND USE OF CITY STAFF RESOURCES, OR FREE USE OF FACILITIES FOR THE SAME
ORIGINAL ISSUE: 2/05/92	EFFECTIVE: 2/5/92	
CURRENT ISSUE: 8~~3~~/4~~7~~/26~~3~~	EFFECTIVE: 8~~3~~/4~~7~~/26~~3~~	CATEGORY I. CITY COUNCIL POLICY
01007.0001 2172487.1 Prior versions of this SMP (2/5/92, 1/19/10, 2/21/12, 4/2/13, 3/7/23)		

I. PURPOSE AND SCOPE

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

II. GENERAL

Committees Created by City Council Action

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

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

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

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

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

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

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

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

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

G. Group, Community, or Town Hall Style Meetings Held by Council Members; Requirements for Use of City Resources. A Council member who wishes to hold an informational advisory or other group, town hall style meeting, community meeting, or other collective gathering open to the public may, no more than 4 (four) times during any calendar year, use City staff, other City resources, or free use of City facilities to schedule, invite attendees, receive or process RSVP's, advertise, promote, or convene the same, ***provided, however,*** that the following requirements are met:

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

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

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

Notwithstanding the foregoing: (i) the Mayor shall be exempt from the foregoing four (4)-meeting limitation; and (ii) the City Council may approve use of City staff, other City resources, or free use of City facilities for (an) additional meeting(s) to be held by a Council member who has reached the foregoing four (4)-meeting limitation during a given calendar year, provided that the above requirements (1)-(3) are met and that the City Council approval is specific to the additional meeting(s) to be held and is given in advance of the additional meeting(s) to be held.

If the Mayor and another Council member jointly hold an informational advisory or other group, town hall style meeting, community meeting, or other collective gathering open to the public using City staff, other City resources, or free use of City facilities to schedule, invite attendees, receive or process RSVP's, advertise, promote, or convene the same, then the meeting or gathering shall be counted as a full one (1) meeting toward the foregoing four (4)-meeting limitation for the other Councilmember who held the meeting jointly with the Mayor.

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

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

III. PROCEDURE

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

Meetings

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

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

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

Committee Agenda Items

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

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

Staff Support to Committees

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

B. The meetings of standing committees shall be recorded on tape and germane minutes taken by the Department Director or senior staff member to the committee. Tapes will not be transcribed unless requested by a Council member or otherwise necessary for

conducting City business. Council member requests for verbatim transcription of items considered by any committee will be requested through an item on the City Council agenda.

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

Advertisement and promotion of meetings

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

Reports and/or Recommendations to Council/Agency

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

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

IV. EXCEPTION

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

V. AUTHORITY

Per City Council action, dated ~~March~~ August 4~~7~~, 2026~~3, Item No. 29~~.

_____

Date

Report to Honorable Mayor and City Council

Tuesday, August 4, 2026, 5:00 PM

CONSENT 15.

To: Honorable Mayor and City Council

From: Brenda Cubillo, HR Manager HR Administration

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

I. SUMMARY

The Human Resources Department, in partnership with the Public Works Department, has completed a review of the existing Public Works Operations Manager classification. The review determined that the current classification no longer accurately reflects the operational needs of the department or the work expected of the position. The proposed action changes the classification title to Capital Projects Manager and revises the classification specification to better align the position with the City's Capital Improvement Program (CIP) management responsibilities. The proposed changes remove operational duties that are no longer assigned to the position and establish a dedicated management role responsible for overseeing capital projects and providing strategic support to the Director of Public Works and the City Engineer.

II. RECOMMENDATION

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

III. ALTERNATIVES

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

IV. BACKGROUND

The Public Works Department has experienced an increased emphasis on the planning, coordination, delivery, and oversight of the City's Capital Improvement Program (CIP). As the department's operational priorities have evolved, the responsibilities associated with the existing Public Works Operations Manager classification have shifted from overseeing daily operations to managing capital improvement projects and providing strategic support to the Director of Public Works and the City Engineer.

In collaboration with the Public Works Department, the Human Resources Department conducted a comprehensive review of the current classification to determine whether it accurately reflected the position's assigned duties and the department's operational needs. Based on this review, staff determined that revising the classification is

appropriate to better align the position with the work being performed and the City's long-term organizational objectives.

The proposed reclassification modernizes the position by eliminating the operations responsibilities that are no longer assigned to the position and redefining the role to focus on management of the City's Capital Improvement Program. Under the revised classification (Exhibit 2), the Capital Projects Manager will be responsible for overseeing the City's Capital Improvement Program, including project planning and delivery, contract administration, construction inspection oversight, project management, project scheduling and tracking, and coordination with internal departments, consultants, contractors, regulatory agencies, and other external stakeholders. The Capital Projects Manager will also serve as the primary liaison for the City's Capital Improvement Program, ensuring effective communication and collaboration among project stakeholders while providing management oversight to support the successful delivery of capital projects.

The proposed revisions create greater alignment between the classification title, assigned responsibilities, and the operational needs of the Public Works Department. By eliminating outdated operations related duties and establishing a position dedicated to capital project oversight, the revised classification better supports the department's mission and enhances the City's ability to effectively manage its Capital Improvement Program. The proposed revisions to the classification specification are shown in Exhibit 3.

Consistent with the Meyers-Milias-Brown Act (MMBA), the City notified the affected bargaining unit, the Association of Management Employees (AME) and SEIU Local 721, of the proposed reclassification on June 22, 2026 and provided the Union with an opportunity to discuss any questions, concerns, or potential impacts the proposed changes may have on bargaining unit members. The parties concluded the meet-and-confer process on June 30, 2026. At the conclusion of discussions, the Union indicated it had no further questions or concerns regarding the proposed reclassification, and no additional follow-up was requested.

V. FISCAL IMPACT

There is no fiscal impact associated with the proposed action. The position is currently authorized and fully funded in the Public Works Department budget. The General Ledger account will remain unchanged, and no additional appropriations are required. This action does not create a new position or increase staffing levels.

VI. EXHIBITS

1. Resolution No. 26-080 - Classification Title Change and Revised Class Spec From Public Works Operations Manager To Capital Projects Manager
2. Exhibit "A" to Resolution No. 26-080 - Capital Projects Manager Classification Specification
3. Redline Comparison of current Public Works Operations Manager and proposed Capital Projects Manager Classification Specifications

Attachments

Reso No. 26-080 - Capital Projects Manager.pdf

Exhibit A to Reso No. 26-080 - Capital Projects Manager Classification Specification.pdf

Public Works Operations Manager and Capital Project Manager - Class Specs redline.pdf

RESOLUTION NO. 26-080

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING THE JOB CLASSIFICATION PLAN, RESOLUTION NO. 77-111, BY ADOPTING THE CLASSIFICATION TITLE CHANGE AND REVISED CLASSIFICATION SPECIFICATION FROM PUBLIC WORKS OPERATIONS MANAGER TO CAPITAL PROJECTS MANAGER

WHEREAS, Section 503 of the City's Charter provides that the City Council shall determine, by ordinance or resolution, the amount and type of compensation to be paid to all City officers, department heads and employees; and

WHEREAS, The Director of Human Resources and Risk Management is authorized and directed under provisions of Sections 2797.3 of the Carson Municipal Code and Rule III. Section 1 of the City Personnel Rules to prepare and recommend position classification and compensation plans, after consultation with the department directors, which becomes effective upon approval by the City Council; and

WHEREAS, Rule III of the City of Carson Personnel Rules provides that modification to the classification plan, embodied in Resolution No. 77-111, shall be made only after the authorized Human Resources staff members consults with the affected Directors and affected recognized employee organizations; and

WHEREAS, the Human Resources Department, in coordination with the Public Works Department, reviewed the existing Public Works Operations Manager classification and determined that revisions are necessary to better align the classification with the current operational needs of the department; and

WHEREAS, the revised classification removes operational responsibilities that are no longer required and establishes a management position focused on oversight of the City's Capital Improvement Program, including contract administration, construction inspection oversight, project management, project tracking, and coordination with internal and external stakeholders; and

WHEREAS, the proposed classification title of **CAPITAL PROJECTS MANAGER** more accurately reflects the duties and responsibilities assigned to the position; and

WHEREAS, the position is currently vacant and fully funded, and the proposed classification title change will not result in any additional fiscal impact, changes to bargaining unit representation, or changes to existing budget appropriations; and

WHEREAS, The Director of Human Resources and Risk Management has consulted with the affected parties and has met and conferred with the representatives of the affected recognized employee organizations pursuant to its obligations under the MMBA, concerning the classification specification for the **CAPITAL PROJECTS MANAGER.**

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

SECTION 1. The foregoing recitals are true and correct and are incorporated herein by

reference.

SECTION 2. The City Council hereby approves the classification title change from Public Works Operations Manager to **CAPITAL PROJECTS MANAGER** and approves the revised Classification Specification attached hereto as Exhibit "A."

SECTION 3. There is no fiscal impact associated with this adjustment.

SECTION 4. In the event of any conflict between this Resolution and any prior City resolution relating to the subject matter hereof, this Resolution shall supersede and prevail over the prior resolution to the extent of the conflict.

SECTION 5. The City Clerk shall certify to the adoption of this resolution and deem it effective as of August 4, 2026, the same shall be in force and effect.

PASSED, APPROVED AND ADOPTED this 4th day of August 2026.

_____
Lula Davis-Holmes, Mayor

APPROVED AS TO FORM:

_____
Sunny K. Soltani, City Attorney

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF CARSON)

I, Khaleah Bradshaw, City Clerk of the City of Carson, do hereby certify that the foregoing Resolution, being Resolution No. 25-137, was passed and approved by the City Council of the City of Carson at its meeting held on November 18, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Dr. Khaleah K. Bradshaw, City Clerk

EXHIBIT "A"

CLASS SPECIFICATION – CAPITAL PROJECTS MANAGER

[to be attached]

City Council Reso. No.: 26-080
Bargaining Unit: AME/SEIU
FLSA: Exempt

CAPITAL PROJECTS MANAGER

CLASS DESCRIPTION

Job Summary:

Under the direction of the City Engineer, the Capital Projects Manager performs project management duties for the Public Works Department's Engineering Division. Duties include managing related CIP engineering operations, public works-related contracts, and capital and maintenance projects for City utilities, streets, facilities, and functions. Key skills and tasks include understanding the principles, practices, rules and regulations of engineering, construction and maintenance activities; maintaining records and ensuring compliance with applicable safety standards and procedures; and, supervising and evaluating the performance of assigned staff. Under the direction of the City Engineer, the Capital Projects Manager plans, directs, organizes and administers the City's Capital Improvement Projects portfolio and the related professional services and construction management; participates in the development of the Department's annual CIP Budget; and performs related duties as assigned. The CIP Program Manager supervises various Engineering Division staff and works closely with analysts in the Public Works and Finance Departments. The incumbent assists the City Engineer with other Department-wide duties as assigned and may provide services to other city departments and the public.

ESSENTIAL DUTIES

Essential Duties and Responsibilities:

(These functions are representative and may not be present in all positions in the class. Management reserves the right to add, modify, change or rescind related duties and work assignments.)

1. **Administration of Capital Projects**. Plans, organizes, directs, controls, integrates and evaluates the Capital Improvement Program in Public Works. Working with the City Engineer, project managers and Engineering Division staff, the Capital Projects Manager assists, directs and implements, as required, the development of complex engineering design and construction packages for all capital projects. The Capital Projects Manager ensures the maintenance of detailed records of construction project management activities and results; ensures the timely and accurate completion of construction as-built drawings, reports, certificates and related documentation; directs and ensures the City has the rights needed for projects including right-of-way and utility relocation. This

is a management classification position that oversees the city's capital improvement program, ensuring that projects are completed on time and within approved budget limits. Performs work as assigned with considerable independence, initiative, and discretion within broad guidelines.

2. **Engineering and Design**. Oversees and provides technical expertise to staff and consultants responsible for the development of engineering designs, environmental documents, plans, specifications and project cost/budget estimates; and, ensures that project design and construction meet established objectives and agreed-upon requirements of the state and various project-funding sources are cost effective, and are in compliance with regulatory requirements. In conjunction with the City Engineer, and as required, reviews and approves designs, technical studies, financial cost projections and specifications; prepares correspondence on technical engineering issues; makes authoritative interpretations of applicable laws, regulations, policies and design standards; revises and approves construction documents as needed; reviews, approves, signs, seals and submits engineering plans. Participates in the development and implementation of goals, objectives, policies, and priorities for the Public Works Department, Engineering Division, including development of city code as it relates to the CIP and engineering. Develops and manages requests for proposals for professional and/or contracted services; prepares scopes of work and technical specifications; evaluates proposals and recommends award; applies for and administers grant funds for studies and construction projects.

3. **Contracting**. Oversees the solicitation of proposals from consultants and contractors and works with engineers and maintenance personnel to develop and/or approve scopes of services; participates in bid review, interviews, evaluations and negotiations with proposal respondents; provides input on awards to the City Engineer and/or Director of Public Works; ensures consultant/contractor work is in compliance with the local, state and federal laws, standards and funding requirements; reviews and approves consultant invoices, as required.

4. **CIP Budgeting and Strategic Planning**. Leads the development of and monitors performance against the Department's annual and five-year CIP budget with managers and supervisors; manages and directs the development, implementation and evaluation of Capital Improvement Program plans, policies, systems and procedures to achieve long-term and annual goals, objectives and work standards. Directs the preparation and the administration of any CIP operating budget

in the Engineering Division; oversees and directs the capital project and construction program and individual project cost estimation, budget management and scheduling processes; ensures standardization of capital project and construction processes and activities including reporting, cost estimating, bud geting and schedule management; ensures that financial and tracking reports, invoices and payments are accurate and submitted in a timely manner. With other members of management, participates in the development and implementation of the Division's strategic plans, goals and objectives as they pertain to Public Works Engineering; implements City Council, departmental and divisional policies, plans and strategies as they relate to the City Capital Improvement Program.

5. **Management and Supervision**. In accordance with the City's human resources policies and provisions, interviews and participates in selecting new staff; supervises and evaluates the performance of assigned employees; establishes performance requirements and professional development targets; regularly monitors staff performance and provides training, coaching and mentoring for performance improvement; implements the progressive discipline process to address performance deficiencies; performs other activities relevant to supervision of assigned staff.

6. Plans and coordinates public outreach efforts related to the CIP; assesses community values, concerns, opinions and briefs the City Engineer and Director of Public Works, as needed and requested.

7. Prepares and coordinates a variety of CIP-related reports and records; attends city and regional agency meetings, as requested; performs analysis and prepares reports for the City Council and various committees.

8. Communicates with city staff, and outside agencies; responds to public inquiries and complaints, as requested.

9. Performs related duties as required.

QUALIFICATIONS

License and Certificate:

- Applicants must possess a valid Professional Engineering license (PE) in the State of California.

- Possession of a valid California Class C driver's license. Employee in this classification will be enrolled in the Department of Motor Vehicles (DMV) Government Employer Pull Notice Program, which confirms possession of a valid driver's license and reflects driving record.

Preferred:

- Certified Construction manager from the Construction Management Association of America
- Project management Professional (PMP) certification

Education and Experience:

- Graduation from an accredited four-year college or university with a bachelor's degree in civil engineering, construction management, project management, architectural engineering, geotechnical engineering or a related engineering field.

- Five (5) years of progressively responsible experience managing capital improvement projects, including at least two (2) years of supervisory experience; or an equivalent combination of education, training and experience.

Experience in civil design/construction, street construction and traffic signalization is particularly relevant.

Knowledge of:

- Construction blueprints.
- Tools, equipment, methods and techniques used in the maintenance and improvement of public works projects.
- Operation and maintenance of equipment used in public works activities.
- Principles and practices of supervision, training, and evaluation.
- Routine record-keeping technique and inventory control methods.
- Basic budgeting and purchasing practices and procedures.
- Computers and related software.
- Appropriate safety practices and procedures.
- Applicable laws, codes, regulations, policies and procedures.
- Applicable sections of the California Vehicle Code.

Skill and Ability to:

- Plan, coordinate and supervise public works engineering operations.
- Estimate cost and material needs for work projects.
- Read and interpret construction blueprints.
- Observe and enforce safety practices and procedures.

- Maintain routine records and prepare reports.
- Effectively communicate orally and in writing.
- Establish and maintain effective working relationships with others.
- Prepare budget and cost estimates and periodic activity reports.
- Train, supervise, and evaluate personnel.
- Read, interpret, apply and explain codes, rules, regulations, policies and procedures.

WORKING CONDITIONS

Physical Requirements and Working Conditions:

Employee accommodations for physical or mental disabilities will be considered on a case-by-case basis. Positions in this class normally:

- Require the mobility to stoop, reach, crouch and bend.
- Require mobility of arms to reach and dexterity of hands to grasp and manipulate small objects.
- Require the ability to talk, hear and see.
- Require the ability to stand for long periods and/or walk long distances.
- Perform work that involves lifting, pushing and/or pulling of objects, which may be approximate 50 pounds and is an infrequent aspect of the job.
- May be required to work with harsh and/or hazardous materials.
- May be required to wear protective apparel including goggles, face protectors, aprons, and safety shoes.
- Require to respond to emergency situations.
- Are subject to outside and inside environmental conditions.
- May be required to work around loud noise, moving mechanical parts and/or around electrical current.
- May be required to drive city and/or personal vehicle during the scope of employment.

~~**PUBLIC WORKS OPERATIONS MANAGER**~~

CAPITAL PROJECTS MANAGER

CLASS DESCRIPTION

Job Summary:

Under the direction of the City Engineer~~Director of Public Works~~, the Capital Projects Manager performs project management duties for the Public Works Department's Engineering Division~~, Operations and Maintenance Divisions including Engineering, Facilities, Landscape Maintenance, Right of Way, and Fleet Maintenance~~. Duties include managing related CIP engineering operations, public works-related contracts, and capital and maintenance projects for City utilities, streets, facilities, and functions. Key skills and tasks include understanding the principles, practices, rules and regulations of engineering, construction and maintenance activities; maintaining records and ensuring compliance with applicable safety standards and procedures; and, supervising and evaluating the performance of assigned staff. Under the direction of the City Engineer, the Capital Projects Manager ~~Director of Public Works~~ plans, directs, organizes and administers the City's Capital Improvement Projects portfolio and the related professional services and construction management; participates in the development of the Department's annual CIP B~~b~~udget; and performs related duties as assigned. The CIP Program Manager supervises various Engineering Division staff and works closely with analysts in the Public Works and Finance Departments. The incumbent assists the City Engineer with other Department-wide duties as assigned and may provide services to other city departments and the public.

ESSENTIAL DUTIES

Essential Duties and Responsibilities:
(These functions are representative and may not be present in all positions in the class. Management reserves the right to add, modify, change or rescind related duties and work assignments.)

1. **Administration of Capital Projects**. Plans, organizes, directs, controls, integrates and evaluates the Capital Improvement P~~roject p~~rogram in Public Works. Working with~~through~~ the City E~~e~~ngineer, ~~and~~ project managers and Engineering Division staff, the Capital Projects Manager assists, directs and implements, as required, the development of complex engineering design and construction packages for all~~major~~ capital projects~~, primarily in the areas of ground transportation,~~

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~~sustainability, and storm water infrastructure~~. The Capital Projects Manager e~~E~~nsures the maintenance of detailed records of construction project management activities and results; ensures the timely and accurate completion of construction as-built drawings, reports, certificates and related documentation; ~~-d~~D~~D~~irects and ensures the City has the rights needed for projects including right-of-way and utility relocation. This is a management classification position that oversees the city's capital improvement program, ensuring that projects are completed on time and within approved budget limits. Performs work as assigned with considerable independence, initiative, and discretion within broad guidelines.

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2. **Engineering and Design**. Oversees and provides technical expertise to staff and consultants responsible for the development of engineering designs, environmental documents, plans, specifications and project cost/budget estimates; and, ensures that project design and construction meet established objectives and agreed-upon requirements of the state and various project-funding sources ~~,~~ ~~–~~are cost effective, and are in compliance with regulatory requirements. In conjunction with the City Engineer ~~and Director of Public Works~~, and as required, reviews and approves designs, technical studies, financial cost projections and specifications; prepares correspondence on technical engineering issues; makes authoritative interpretations of applicable laws, regulations, policies and design standards; revises and approves construction documents as ~~-~~needed; reviews, approves, signs, seals and submits engineering plans. Participates in the development and implementation of goals, objectives, policies, and priorities for the Public Works Department, Engineering Division, including development of city code as it relates to the CIP and engineering. Develops and manages requests for proposals for professional and/or contracted services; prepares scopes of work and technical specifications; evaluates proposals and recommends award; applies for and administers grant funds for studies and construction projects.

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3. **Contracting**. Oversees the solicitation of proposals from consultants and contractors and works with engineers and maintenance personnel to develop and/or approve scopes of services; ~~-~~participates in bid review, interviews, evaluations and negotiations with proposal respondents; provides input on awards to the City Engineer and/or Director of Public Works; ensures consultant/contractor work is ~~–~~in ~~-~~compliance with the local, ~~-~~state and federal laws, ~~-~~standards ~~–~~and funding requirements; ~~-~~reviews and approves consultant invoices, as required.

~~4. **Operational Supervision.** Identifies and assists with the implementation of operational standard operational procedures (SOPs) and maintenance procedures.~~

~~Analyzes and updates operational systems and controls, practices, procedures and policies; works closely with internal and external auditors to develop remedies for audit discrepancies, as required; reviews and ensures adequate internal controls for all areas of direct responsibility.~~

~~5. **Safety and Hazardous Materials**. Ensures the safety plan is enforced through monitoring reporting procedures and spot checks in the field; serves as safety liaison for emergency responses. Monitors and inspects contracted routine and non-routine maintenance work to~~

~~6.~~4. ~~ensure compliance with specifications. Participates in the preparation and presentation of safety training; observes and enforces safety practices and procedures. Participates as a member of the city's Emergency Response Team in time of disaster or other emergency. Acts as the city's hazardous material first responder.~~

~~7.~~5. **CIP Budgeting and Strategic Planning**. Leads the development of and monitors performance against the Department's annual and five-year CIP budget; with managers and supervisors, manages and directs the development, implementation and evaluation of Capital Improvement Program~~Departmental~~ plans, policies, systems and procedures to achieve long-term and annual goals, objectives and work standards. Directs the preparation and the administration of any CIP~~divisional~~ operating budget in the Engineering Division; oversees and directs the capital project and construction program and individual project cost estimation, budget management and scheduling processes; ensures standardization of capital project and construction processes and activities including reporting, cost estimating, budgeting and schedule management; ensures that financial and tracking reports, invoices and payments are accurate and submitted in a timely manner. With other members of ~~senior~~ management, participates in the development and implementation of the Division's~~City's~~ strategic plans, goals and objectives as they pertain to Public Works Engineering; implements City Council, departmental and divisional policies, plans and strategies as they relate to the City Capital Improvement Program.

~~8.~~6. **Management and Supervision**. In accordance with the City's human resources policies and provisions, interviews and participates in selecting new staff;

supervises and evaluates the performance of assigned employees; establishes performance requirements and professional development targets; regularly monitors staff performance and provides training, coaching and mentoring for performance improvement; implements the progressive discipline process to address performance deficiencies; performs other activities relevant to supervision of assigned staff.

~~9.~~7. Plans and coordinates public outreach efforts related to the CIP; assesses community values, concerns, opinions and briefs the City Engineer and Director of Public Works~~management and employees~~, as needed and requested.

~~10.~~8. Prepares and coordinates a variety of CIP-related reports and records; attends city and regional agency meetings, as requested; performs analysis and prepares reports for the City Council and various committees.

~~11.~~9. Communicates with city staff, and outside agencies; responds to public inquiries and complaints, as requested.

~~12.~~10. Performs related duties as required.

QUALIFICATIONS

License and Certificate:

- Applicants must possess a valid Professional Engineering license (PE) in the State of California.
- Possession of a valid California Class C driver's license. Employee in this classification will be enrolled in the Department of Motor Vehicles (DMV) Government Employer Pull Notice Program, which confirms possession of a valid driver's license and reflects driving record.

Preferred:

- Certified Construction manager from the Construction Management Association of America
- Project management Professional (PMP) certification

Education and Experience:

- Graduation from an accredited four-year college or university with a bachelor's degree in civil engineering, construction management, project management, architectural engineering, geotechnical engineering or a related engineering field.
- Experience: Five (5) years of progressively responsible experience managing capital improvement projects, including at least two (2) years of supervisory experience; or an equivalent combination of education, training and experience. ~~Ten years of progressively responsible experience in engineering, construction, and project management, at least five of which were at a manager level; or an equivalent combination of education, training and experience.~~

Experience in civil design/construction, street construction and traffic signalization is particularly relevant.

Knowledge of:

- Construction blueprints.
- Tools, equipment, methods and techniques used in the maintenance and improvement of public works projects.
- Operation and maintenance of equipment used in public works activities.
- Principles and practices of supervision, training, and evaluation.
- Routine record-keeping technique and inventory control methods.
- Basic budgeting and purchasing practices and procedures.
- Computers and related software.
- Appropriate safety practices and procedures.
- Applicable laws, codes, regulations, policies and procedures.
- Applicable sections of the California Vehicle Code.

Skill and Ability to:

- Plan, coordinate and supervise public works engineering operations.~~operations.~~
- Estimate cost and material needs for work projects.

- ~~Supervise the operation and maintenance of a variety of maintenance tools, equipment, and/or vehicles.~~
- Read and interpret construction blueprints.
- Observe and enforce safety practices and procedures.
- Maintain routine records and prepare reports.
- Effectively communicate orally and in writing.
- Establish and maintain effective working relationships with others.
- Prepare budget and cost estimates and periodic activity reports.
- Train, supervise, and evaluate personnel.
- Read, interpret, apply and explain codes, rules, regulations, policies and procedures.

WORKING CONDITIONS

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- Perform work that involves lifting, pushing and/or pulling of objects, which may be approximate 50 pounds and is an infrequent aspect of the job.
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- May be required to wear protective apparel including goggles, face protectors, aprons, and safety shoes.

- Require to respond to emergency situations.
- Are subject to outside and inside environmental conditions.
- May be required to work around loud noise, moving mechanical parts and/or around electrical current.
- May be required to drive city and/or personal vehicle during the scope of employment.

CITY OF CARSON

701 East Carson Street

Report to Honorable Mayor and City Council

CONSENT 16.

To: Honorable Mayor and City Council

From: Reata Kulcsar, Energy and Sustainability Officer CMO Administration

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

I. SUMMARY

On February 2, 2026, the City issued Request for Proposals (RFP) No. 26-006 to solicit qualified engineering firms to provide professional engineering design services for the Veterans Park Microgrid and Cooling Center Improvements Project. This phase of the project includes the environmental review, engineering, design, and construction support services necessary to advance the City's broader Energy Resiliency at Veterans Park and Sports Complex Project. The overall project is proposed to be partially funded through the Community Project Funding (CPF) Program administered by the U.S. Department of Housing and Urban Development (HUD).

The project is intended to improve the City's emergency preparedness and long-term energy resilience by transforming Veterans Park into a community resiliency hub and cooling center that can remain operational during extreme heat events, power outages, and other emergencies. The proposed improvements include the installation of solar photovoltaic (PV) panels to generate renewable electricity, battery energy storage systems, a microgrid control system that allows portions of the facility to operate independently during utility power outages, electrical infrastructure upgrades, replacement of the existing emergency generator, heating, ventilation, and air conditioning (HVAC) system improvements, and other related facility upgrades designed to improve energy reliability and emergency operations.

The City received six proposals in response to the Request for Proposals (Exhibit No. 1). An evaluation committee reviewed and scored each proposal in accordance with the selection criteria established in the RFP, including each firm's qualifications, technical approach, relevant project experience, staffing plan, and ability to successfully perform the required services. Following interviews with the three highest-ranked firms, Salas O'Brien Engineers, Inc. was determined to be the most qualified consultant based on its overall qualifications, technical expertise, project approach, and demonstrated experience with similar resiliency and energy infrastructure projects. A Notice of Intent to Award was subsequently issued on June 22, 2026 (Exhibit No. 2).

Consequently, staff recommends that the City Council approve a Professional Services Agreement with Salas O'Brien Engineers, Inc. in an amount not to exceed $244,850 to provide the environmental review, engineering, design, permitting support, and construction-phase services necessary for the Veterans Park Microgrid and Cooling Center Improvements Project (Exhibit No. 3). Approval of the agreement will allow the City to begin the environmental review and engineering design process, positioning the project to move into construction and

advancing the City's broader goal of creating a resilient public facility capable of serving the community during emergencies while improving long-term energy reliability and sustainability.

II. RECOMMENDATION

TAKE the following actions:

1. AWARD and APPROVE a Professional Services Agreement with Salas O'Brien Engineers, Inc. in an amount not to exceed $244,850 to provide environmental review, engineering design, and construction support services for the Veterans Park Microgrid and Cooling Center Improvements Project; and,
2. AUTHORIZE the Mayor to execute the Professional Services Agreement, subject to approval as to form by the City Attorney.

III. ALTERNATIVES

TAKE any other action the City Council deems appropriate, and consistent with the requirements of applicable law.

IV. BACKGROUND

The City issued Request for Proposals (RFP) No. 26-006 to solicit qualified engineering firms to provide professional design and engineering services for the development of a community microgrid and resiliency improvements at Veterans Park. The project is intended to transform Veterans Park into a community resiliency hub and cooling center that can continue operating during extreme heat events, planned or unplanned power outages, wildfires, earthquakes, and other emergencies. A microgrid is a localized energy system that can operate independently from the traditional electrical grid when utility power is unavailable. By combining solar photovoltaic (PV) panels, battery energy storage, emergency backup power, and intelligent control systems, the proposed microgrid will allow critical portions of Veterans Park to remain operational during emergencies. These improvements will provide residents with a safe location to cool down during extreme heat, charge essential electronic devices, access emergency information, and receive community support services when utility power is disrupted.

The scope of services includes the environmental review, engineering design, permitting support, and construction-phase services necessary to implement the project. Major project components include solar photovoltaic systems, battery energy storage systems, microgrid controls, electrical infrastructure upgrades, emergency backup power, heating, ventilation, and air conditioning (HVAC) improvements, facility electrification, and other related infrastructure improvements necessary to establish a reliable and resilient emergency facility.

The City received six proposals from qualified engineering firms in response to the Request for Proposals:

- Budlong & Associates, Inc.
- Coffman Engineers, Inc.
- E2 Consulting Engineers, Inc.
- Elen Consulting, Inc.
- G+R Engineering, Inc.
- Salas O'Brien Engineers, Inc.

Each proposal was reviewed for responsiveness and evaluated by an internal City selection committee using the evaluation criteria established in the Request for Proposals. Evaluation criteria included the firm's understanding of the project, technical approach, relevant experience with similar projects, qualifications of the proposed project team, engineering expertise, staffing plan, project schedule, and overall responsiveness to the City's requirements. Following the initial proposal evaluation, the three highest-ranked firms were invited to participate in interviews. A multidisciplinary evaluation committee consisting of representatives from the Engineering Division, Energy and Sustainability Division, and Purchasing Division conducted the interviews and completed a final evaluation of each firm's qualifications, technical capabilities, project approach, and ability to successfully deliver the required services. Based on the combined written proposal and interview evaluations, the firms were ranked as follows:

Consultant	Proposal Ranking	Interview Ranking
Salas O'Brien Engineers, Inc.	1	1
Budlong & Associates, Inc.	2	2
Elen Consulting, Inc.	3	3
G+R Engineering, Inc.	4	Not Interviewed
E2 Consulting Engineers, Inc.	5	Not Interviewed
Coffman Engineers, Inc.	6	Not Interviewed

Based on the evaluation process, staff determined that Salas O'Brien Engineers, Inc. is the most qualified firm to perform the required services. The firm has extensive experience providing professional engineering services for public agencies, educational institutions, and other governmental organizations throughout California. Their qualifications include the successful planning and design of resilient energy infrastructure, community microgrids, renewable energy systems, battery energy storage facilities, emergency backup power systems, HVAC modernization projects, building electrification initiatives, and other sustainable infrastructure improvements comparable in scope and complexity to the City's proposed project. As part of the City's due diligence process, staff contacted references provided by Salas O'Brien Engineers, Inc. Reference checks confirmed the firm's strong technical capabilities, responsiveness, professionalism, ability to meet project schedules, and successful delivery of projects with similar technical and operational requirements.

Upon execution of the Professional Services Agreement and issuance of a Notice to Proceed, the consultant will begin work using a phased project delivery approach. Major project tasks will include project management and coordination; existing facility assessments; electrical load, resiliency, and feasibility analyses; environmental review and permitting support; coordination with utility providers and regulatory agencies; preparation of preliminary (30 percent and 50 percent), intermediate (90 percent), and final (100 percent) design documents; preparation of construction-ready plans, specifications, and cost estimates; bid support during contractor procurement; construction administration; and final system testing and commissioning.

The project schedule anticipates commencing engineering services immediately following issuance of the Notice to Proceed. Environmental review, engineering design, permitting, and other pre-construction activities are expected to be completed in accordance with the approved project schedule, with construction anticipated to be competitively bid and presented to the City Council for contract award by Summer 2027.

Staff believes this project represents an important investment in the City's emergency preparedness and sustainability efforts. Upon completion, Veterans Park will serve as a critical community resource capable of providing emergency services and support during power outages and other emergency events while improving long-term energy reliability, reducing greenhouse gas emissions, lowering facility operating costs, and strengthening the City's overall resilience to future natural disasters and extreme weather events.

V. FISCAL IMPACT

Sufficient funding for the proposed Professional Services Agreement, in an amount not to exceed $244,850.00, is available in the adopted Fiscal Year 2026-27 General Fund Budget under Account No. 101-50-503-101-6004. Because adequate funding has already been appropriated within the approved budget, no additional budget appropriation is required at this time.

VI. EXHIBITS

1. Bid Register
2. Notice of Intent to Award
3. Proposed Contract Services Agreement with Salas O'Brien Engineers, Inc.

Attachments

Exhibit No. 1 - Bid Register.pdf

Exhibit No. 2 Notice of Intent to Award.pdf

Exhibit No. 3 - (Salas) HVAC Contract.pdf

CITY OF CARSON
BID REGISTER

NAME OF PROJECT: *RFP #26-006 – PROFESSIONAL ENGINEERING DESIGN SERVICES FOR VETERANS PARK MICROGRID AND COOLING CENTER IMPROVEMENTS*

BID OPENING DATE: *03-19-26* **TIME:** *10:00 A.M.*

#	COMPANY	COMPANY CONTACT (If Applicable)	PLANET BID DATE/TIME RECEIVED	HARD COPY DATE/TIME RECEIVED		
1.	Budlong	Jessica Lara	3/19/26 9:09 a.m.			
2.	Coffman Engineers Inc.	Lisa Heath	3/19/26 9:43 a.m.			
3.	E2 Consulting Engineers Inc.	Hersh Saluja	3/19/26 8:34 a.m.			
4.	~~EL~~EN CONSULTING INC.	Ylana Casim	3/19/26 9:57 a.m.			
5.	G+R Engineering Inc.	Kristine Pre	3/18/26 8:06 p.m.			
6.	Salas O'Brien	Jamie Bonner	3/18/26 3:50 p.m.			
7.						
8.						
9.						
10.						
11.						

Opened By: Melissa Figueroa (Print Legibly) M.F. (Initials)

Staff Present: KENNETH YOUNG (Print Legibly) (Initials) Rechtkless RK

City Clerk: (Signature)

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

City of Carson

PROFESSIONAL ENGINEERING DESIGN SERVICES FOR VETERAN'S PARK MICRC

Award Pending as of June 22, 2026

An Award is **Pending** to Salas O'Brien for $0.0000

To All Respondents: On behalf of the City of Carson, we thank you for your interest in doing business with the City and for your participation in Request for Proposals (RFP) No. 26-006 - PROFESSIONAL ENGINEERING DESIGN SERVICES FOR VETERAN'S PARK MICROGRID AND COOLING CENTER IMPROVEMENTS Proposals submitted in response to this RFP were evaluated in accordance with the City of Carson's Municipal Code and the evaluation criteria outlined in the solicitation documents. After careful consideration and evaluation, the City hereby announces its intent to award a contract to: • SALAS O'BRIEN Please note that no contract shall be considered in effect until a formal agreement has been fully executed by both the awarded contractor and the City. The successful proposer is advised not to commence any work, purchase materials, or enter into subcontracts related to this project until the agreement has been signed by all required parties. The designated department will contact the awarded firm directly to initiate the contract development process. Once the terms have been finalized and mutually agreed upon, any contract with a total value exceeding $75,000 will be submitted to the City Council for final review and approval, in accordance with City policy. For public records requests, please contact: cityclerk@carsonca.gov We sincerely appreciate the time, effort, and resources you dedicated to preparing your proposal. Thank you again for your continued interest in working with the City of Carson.

Item #	Item Code	Description	UOM	Qty
Complete Project				
1		PROFESSIONAL ENGINEERING DESIGN SERVICES F…	Complete Project	1

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CONTRACT SERVICES AGREEMENT

By and Between

CITY OF CARSON

and

SALAS O'BRIEN ENGINEERS, INC.

AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF CARSON AND
SALAS O'BRIEN ENGINEERS, INC.

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this ____ day of _____, 2026 by and between the CITY OF CARSON, a California municipal corporation ("City") and SALAS O'BRIEN, ENGINEERS, INC., a California corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

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

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

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

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

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

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

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

1.2 Consultant's Proposal.

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

1.3 Compliance with Law.

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

1.4 Licenses, Permits, Fees and Assessments.

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

1.5 Familiarity with Work.

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

1.6 Care of Work.

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

1.7 Further Responsibilities of Parties.

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

1.8 Additional Services.

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

1.9 Special Requirements.

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **Two Hundred Forty-Four Thousand Eight Hundred Fifty Dollars and Zero Cents ($244,850.00)** (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

2.2 Method of Compensation.

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

2.3 Reimbursable Expenses.

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

2.4 Invoices.

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

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

2.5 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 Schedule of Performance.

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

3.3 Force Majeure.

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

3.4 Term.

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

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

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

Jeffry Gosal, PE	Principal
(Name)	(Title)

Hugh King, PE	Principal
(Name)	(Title)
James Gecosala, EIT	Project Manager
(Name)	(Title)

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

4.2 Status of Consultant.

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

4.3 Contract Officer.

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

4.4 Independent Consultant.

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

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

4.5 Prohibition Against Subcontracting or Assignment.

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

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

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

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

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

(c) Automotive Insurance (Coverage Form ISO CA 00 01 including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than $1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

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

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

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

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

5.2 General Insurance Requirements.

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

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

No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of

Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

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

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

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

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

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

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

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

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

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

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

5.4 Sufficiency of Insurer.

Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A-" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City ("Risk Manager") due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the risk manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

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

6.2 Reports.

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

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

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

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

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

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

Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default.

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

7.3 Retention of Funds.

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

7.4 Waiver.

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

7.5 Rights and Remedies are Cumulative.

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

7.6 Legal Action.

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

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Agreement except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, Consultant may terminate this Agreement if and only if all of the following criteria are met: (i) City is in default under the terms of this Agreement; (ii) Consultant has given City thirty (30) days' written notice (or longer, if circumstances warrant) of the default and the reasons for the default; and (iii) City has failed to cure the default within said cure period. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the

work product actually produced hereunder. In the event of City's termination without cause pursuant to this Section, the City need not provide the Consultant with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Consultant.

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

7.9 Attorneys' Fees.

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

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

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

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the

Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

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

8.4 Unauthorized Aliens.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

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

9.2 Interpretation.

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

9.3 Counterparts.

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

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

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

9.6 Warranty & Representation of Non-Collusion.

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

payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials _____

9.7 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF CARSON, a municipal corporation

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

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

CONSULTANT:

SALAS O'BRIEN ENGINEERS, INC., a California corporation

By:_____
Name:
Title:

By:_____
Name:
Title:
Address: 305 South 11th Street
San Jose, CA 95112

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

EXHIBIT "A"
SCOPE OF SERVICES

I. Consultant will perform the following Services:

A. Task 1: Project Management, HUD-related Environmental Tasks, & Coordination

1. Approach: Establish clear lines of communication and a rigorous quality control (QC) log to track design solutions and stakeholder feedback.

2. Milestones: Project Kickoff Meeting; analysis of HUD documents and the preparation and submission of documents. Bi-weekly Progress Meetings; Monthly Grant-Status Reporting.

3. Deliverables: Detailed Project Schedule; Team Organization Chart; Meeting Minutes; Grant Compliance Logs.

B. Task 2: Existing Conditions Assessment, Feasibility & Load Analysis

1. Approach: Perform site visits to verify as-builts and conduct a 30-day utility load study if existing data is incomplete. Analyze peak cooling loads for the North Gym and other designated buildings to ensure the microgrid supports full cooling center activation. Scope includes a geotechnical investigation, topographic survey, underground utility locating, and fire alarm system investigation.

2. Milestones: Completion of Site Investigation; Finalized Load Verification.

3. Deliverables: Existing Conditions Report; Site Photos; Updated CAD As-Built Plans; Geotechnical Report., HUD Grant Coordination & Environmental Compliance: Perform and coordinate the environmental review, technical studies, documentation, and agency coordination necessary to obtain HUD environmental clearance and maintain grant compliance throughout the project.

C. Task 3: Microgrid, Solar, BESS & HVAC System Planning

1. Approach: Evaluate feasible locations for PV (roof and carports) and BESS, including required fire safety and life-safety measures. Develop the basis of design for the natural gas generator conversion and islanding sequences using SEL PowerMax or equivalent microgrid logic controller.

2. Milestones: System Configuration Approval; Resilience Strategy Confirmation.

3. Deliverables: Feasibility Study; Preliminary Equipment Layouts; Resilience Objectives Report.

D. Task 4: Preliminary Design (30% / 50%)

1. Approach: Develop schematic drawings for the HVAC replacement and solar PV. Provide CAD schematics and preliminary construction cost estimates to ensure alignment with the City's budget.

2. Milestones: 30% SD Review; 50% DD Review.

3. Deliverables: 30% Schematic Design Package; 50% Design Development Set; Preliminary Cost Estimate.

E. Task 5: Utility, Permitting & HUD Compliance

1. Approach: Lead the SCE interconnection for PV/BESS and coordinate with SoCalGas for NG service. Conduct the technical studies (noise, air, hazards) required for the 24 CFR Part 58 environmental review.

2. Milestones: SCAQMD Permit to Construct Application; HUD Environmental Review Record (ERR) completion.

3. Deliverables: Technical Factor Analyses; SCE Interconnection Package; HUD-Compliant Bid Specifications.

F. Task 6: Final Design & Construction Documents (90% / 100%)

1. Approach: Produce bid-ready, stamped plans and CSI-formatted specifications. Ensure all ADA upgrades and security screening for equipment enclosures are integrated into the structural and electrical designs.

2. Milestones: 90% CD Review; 100% Agency Approval.

3. Deliverables: 90% Construction Documents; 100% Final Stamped Plans & Specifications, approved by Building and Safety; Final Construction Cost Estimate.

G. Task 7: Bid Phase, Construction & Commissioning Support

1. Approach: Assist the City during bidding and provide technical support through construction, including RFI responses and submittal reviews. Provide commissioning support to verify that the microgrid, BESS, and HVAC systems operate as a unified system.

2. Milestones: Pre-Bid Walk; Substantial Completion; Final Commissioning Certification.

3. Deliverables: RFI Responses; Reviewed Shop Drawings; Commissioning Report; Record Drawings.

H. All services shall be performed in a manner consistent with applicable federal, state, and local requirements, including HUD Community Project Funding (CPF) requirements. Consultant shall coordinate closely with the City throughout the project.

1. Mechanical and Electrical Engineering

(a) Provide full mechanical, electrical, and controls engineering services to support development of a microgrid and comprehensive facility upgrades to enable operation of the site as a cooling center, including but not limited to the following:

(i) Design and integration of microgrid components, including:

(A) Solar photovoltaic (PV) systems (roof-mounted and carport/canopy-mounted)

o For any roof-mounted solar PV systems, evaluate adjacent recreational uses, including nearby baseball fields, and design appropriate protective measures, such as ball impact netting, screening, or equivalent protection, to prevent damage to PV equipment and ensure public safety. Protective systems shall be coordinated with electrical layouts, maintenance access, and code requirements.

(B) Battery energy storage systems (BESS)

(C) Microgrid controls and energy management system

(D) Switchgear, protection, metering, and electrical infrastructure upgrades

(E) Electrical infrastructure upgrades necessary to support microgrid operation

(F) Upgrade or replacement of the existing diesel generator with a natural gas generator

(G) Design the system to operate in both grid-connected and islanded modes, with the capability to island during utility outages and safely re-synchronize with the utility grid

(ii) Size and design the microgrid to support cooling center operations, including HVAC systems and other essential functions, and not limited solely to minimum critical loads

(A) Identify and document critical and priority electrical loads to be supported by the microgrid, including HVAC systems, lighting, receptacles, communications, life safety systems, and other essential functions.

(B) Size the microgrid to support full cooling center operations, including associated HVAC loads, and not limited solely to minimum critical loads.

(C) Analyze current and projected electrical demand, including seasonal and peak cooling loads.

(D) Evaluate outage scenarios and determine the required duration of backup power to support cooling center operations.

(E) Develop resilience objectives in coordination with the City, including performance targets for outage duration, load coverage, and operational flexibility.

(iii) Install a new HVAC system for the North Gym, replacing the existing heating and ventilation system with a new heating and cooling system

(iv) Replace remaining HVAC units serving designated buildings

(v) Evaluate and provide additional electrical capacity required to support new HVAC equipment, including new condensing units located in a dedicated outdoor equipment area

(vi) Evaluate energy-efficient and low-emission HVAC options, including heat pump technologies, where practical and reasonable

(vii) Design and implement a controls system to monitor and manage both new and existing HVAC equipment, including:

(A) Scheduling and operational optimization

(B) Alarms and fault detection

(C) Coordination with cooling center operations and microgrid operating modes

(viii) Evaluate roof insulation improvements at the North Gym to enhance thermal performance and reduce cooling loads

(ix) Assess existing ductwork and interior conditions, including:

(A) Duct testing, sealing, and modifications

(B) Testing, adjusting, and balancing

(C) Airflow optimization and related improvements, as appropriate

(x) Integrate solar generation and battery storage to support resilience, peak load management, and reduced energy use

(xi) Evaluate the existing emergency generator, including condition assessment and required repairs, and analyze whether repair or replacement is more appropriate

(xii) Evaluate conversion from diesel to natural gas, including permitting, air quality, and operational considerations

(xiii) Perform utility coordination with electric and gas utilities to support interconnection requirements and application processes, service upgrades, load increases, and approvals related to the microgrid and HVAC improvements

(A) Prepare technical documentation required to support utility review and approvals.

(B) Net energy metering eligibility, tariffs, and rate considerations

(xiv) Identify and incorporate ADA-required upgrades associated with HVAC, electrical systems, controls, equipment access, and path of travel

2. HVAC Equipment Screening and Security Grilles

(a) Provide design services for HVAC equipment protection and security, including:

(i) Design and installation of HVAC equipment screening and environmental protection measures to:

(A) Minimize accumulation of leaf debris and bird droppings

(B) Deter birds and debris from accessing condensing units

(C) Maintain required airflow, service access, and code compliance

(ii) Design and installation of overhead security grilles at:

(A) The existing West equipment enclosure

(B) The proposed North equipment enclosure

(iii) Ensure security grilles prevent unauthorized access and vandalism without impeding required equipment clearances, ventilation, or maintenance access

3. Structural Engineering

(a) Provide structural engineering services to support HVAC, PV, and microgrid-related improvements, including:

(i) Structural support and design for new and replacement HVAC equipment

(ii) Structural evaluation and design for roof-mounted and carport/canopy-mounted solar PV systems

(iii) Design of new wall openings required to accommodate HVAC and microgrid equipment

(iv) Design of equipment pads, slabs, and garden walls for exterior equipment enclosures

(v) Structural design of the new exterior equipment enclosure located north of the main gym

(vi) Coordination of structural elements with architectural, mechanical, and electrical systems

(vii) Provide structural design and analysis for protective netting or screening systems required to protect roof-mounted solar PV equipment from baseball impacts originating from adjacent athletic fields. Ensure protective netting systems are:

(A) Properly anchored and structurally supported

(B) Compatible with wind and seismic requirements

(C) Integrated with roof structure and PV mounting systems

(D) Designed to allow safe access for operations and maintenance

(E) Coordinate netting design with architectural aesthetics, roof drainage, and overall site safety requirements.

4. HUD CPF Contracting and Environmental Review and Compliance Services

(a) Because the project may be funded in whole or in part with HUD Community Project Funding (CPF), the Consultant shall comply with and support the City's compliance with applicable HUD requirements.

(i) Provide technical project descriptions, plans, site information, and exhibits required to support HUD environmental review under 24 CFR Part 58.

(ii) Conduct, document, and coordinate environmental review appropriate to the project and HUD requirements.

(iii) Conduct, analyze, and support review of environmental factors relevant to the Consultant's design scope, including but not limited to noise, air quality, hazardous materials, radon, floodplain considerations, and historic resources, as applicable.

(iv) Assist with technical input needed for agency consultations and public notices, as requested by the City.

(v) Prepare and compile all required documentation and technical studies.

(vi) Enter documentation into HUD approved system(s), if needed.

(vii) Address public comment and prepare response summaries.

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

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

I. A new Section 1.10 (Compliance with Labor and Wage Laws) is hereby added to the Agreement, to read in its entirety as follows:

"1.10 Compliance with Labor and Wage Laws.

Certain portions of the Services may be subject to prevailing wages under the Labor Code and to the extent such is true, the below provisions will apply.

(a) Public Work. The Parties acknowledge that the work to be performed under this Agreement is a "public work" as defined in Labor Code Section 1720 and that this Agreement is therefore subject to the requirements of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works contracts and the rules and regulations established by the Department of Industrial Relations ("**DIR**") implementing such statutes. The work performed under this Agreement is subject to compliance monitoring and enforcement by the DIR. Consultant shall post job site notices, as prescribed by regulation.

(b) Registration with DIR. Pursuant to Labor Code section 1771.1, Consultant and all subcontractors must be registered with, and pay an annual fee to, the DIR prior to and during the performance of any work under this Agreement.

(c) Prevailing Wages. Consultant shall pay prevailing wages to the extent required by Labor Code Section 1771. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at City Hall and will be made available to any interested party on request. By initiating any work under this Agreement, Consultant acknowledges receipt of a copy of the DIR determination of the prevailing rate of per diem wages, and Consultant shall post a copy of the same at each job site where work is performed under this Agreement. If this Agreement is subject to the payment of federal prevailing wages under the Davis-Bacon Act (40 U.S.C. § 3141 *et seq*.), then Consultant shall pay the higher of either the state for federal prevailing wage applicable to each laborer.

(d) Penalty for Failure to Pay Prevailing Wages. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Consultant shall, as a penalty to the City, forfeit two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Consultant or by any subcontractor.

(e) Payroll Records. Consultant shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Consultant and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as

specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the City of the location of the records.

(f) Apprentices. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects. Consultant shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Consultant and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

(g) Eight-Hour Work Day. Consultant acknowledges that eight (8) hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810.

(h) Penalties for Excess Hours. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. Consultant shall, as a penalty to the City, forfeit twenty-five dollars ($25) for each worker employed in the performance of this Agreement by Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half (1½) times the basic rate of pay.

(i) Workers' Compensation. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. In accordance with the provisions of California Labor Code Section 1861, Consultant certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

(j) Consultant's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Consultant shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a periodic basis or upon becoming aware

of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Consultant shall diligently take corrective action to halt or rectify any such failure by any subcontractor."

II. A new Section 1.11 (Grant Funding Requirements) is hereby added to the Agreement, to read in its entirety as follows:

"1.11 Grant Funding Requirements.

The project is expected to be funded in whole or in part with U.S. Department of Housing and Urban Development (HUD) funds, specifically, FY 2023 COMMUNITY PROJECT FUNDING GRANT AGREEMENT NO. B-23-CP-CA-0076. As such, the Consultant shall comply with all applicable HUD, federal, state, and local requirements associated with the use of these funds."

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

"3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding ***two (2)*** ~~five (5)~~ years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D")."

IV. Section 4.5 (Prohibition Against Subcontracting or Assignment) of the Agreement is hereby amended to read in its entirety as follows:

"4.5 Prohibition Against Subcontracting or Assignment.

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

V. Subsection (b) (Worker's Compensation Insurance) of Section 5.1 (Insurance Coverages) of the Agreement is hereby amended to read in its entirety as follows:

"(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, ***each accident, per disease (each employee), and $1,000,000.00 per disease (policy limit)***."

VI. Subsection (d) (Professional Liability) Section 5.1 (Insurance Coverages) of the Agreement is hereby amended to read in its entirety as follows:

"(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~~ ***3*** consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional ~~5~~***3***-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage ***via an ACORD 25 certificate of insurance***."

VII. Section 5.2 (General Insurance Requirements) of the Agreement is hereby amended to read in its entirety as follows:

"5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and 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 ***where allowed by law***. 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***, except in the event of nonpayment of premiums***. 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 ***certificates*** 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 ***on General Liability Insurance and Automotive Insurance policies*** (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***, EXCEPT IN THE EVENT OF NONPAYMENT OF PREMIUMS***.
>
> [to be initialed] _____
> Consultant Initials

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds ***on General Liability Insurance*** 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."

EXHIBIT "C"
SCHEDULE OF COMPENSATION

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

A. SECTION A – LUMP-SUM FEE SUMMARY (NTE)

Task No.	Task Description	Lump-Sum Fee
Task 1	Project Management & Coordination	$ 37,290
Task 2	Feasibility, Load Analysis & Site Assessment	$ 50,270
Task 3	Microgrid & HVAC System Planning	$ 32,650
Task 4	Preliminary Design (30% / 50%)	$ 36,330
Task 5	Conduct Environmental Review , Utility & HUD Coordination Support	$ 23,850
Task 6	Final Design & Construction Documents (90% / 100%)	$ 38,290
Task 7	Bid Support & Construction-Phase Technical Support	$ 26,170
	TOTAL NOT-TO-EXCEED LUMP-SUM FEE	**$** 244,850*

B. SECTION B – DETAILED TASK FEE BREAKDOWN

Task 1 – Project Management & Coordination

Subtask	Description	Lump- Sum
1.1	Project kickoff meeting, communication protocols, and coordination plan	$ 3,830
1.2	Project schedule development and monthly updates	$ 3,600
1.3	Ongoing project management and internal team coordination	$ 7,400
1.4	Bi-weekly meetings, agendas, minutes, and presentations	$ 5,400
1.5	Coordination with City departments and subconsultants	$ 7,040
1.6	Quality control and internal technical reviews	$ 10,020
	Task 1 Total	$ 37,290

Task 2 – Existing Conditions Assessment, Feasibility & Load Analysis

Subtask	Description	Lump- Sum
2.1	Site visits, field verification, and existing conditions documentation	$ 16,120
2.2	Review of record drawings, utility data, and facility information	$ 9,110
2.3	Electrical load analysis and critical/priority load identification	$ 3,480
2.4	HVAC systems assessment and operational evaluation	$ 4,000
2.5	Ductwork testing, airflow evaluation, and interior condition review	$ 3,600
2.6	Roof condition and insulation assessment (North Gym)	$ 4,280
2.7	Emergency generator condition assessment and repair vs. replacement analysis	$ 2,580
2.8	Microgrid feasibility analysis, outage scenarios, and resilience objectives	$ 7,100
	Task 2 Total	$ 50,270

Task 3 – Microgrid, Solar, BESS & HVAC System Planning

Subtask	Description	Lump-Sum
3.1	Microgrid architecture development and operating mode concepts	$ 5,870
3.2	Solar PV siting analysis (roof and carport/canopy)	$ 5,920
3.3	Battery energy storage system (BESS) sizing and configuration	$ 2,170
3.4	Generator integration and fuel conversion evaluation	$ 2,620
3.5	HVAC replacement concepts and capacity planning	$ 6,850
3.6	Controls and energy management system concept development	$ 4,430
3.7	Preliminary electrical infrastructure upgrade planning	$ 3,890
3.8	Preliminary construction cost opinions and phasing considerations	$ 900
	Task 3 Total	$ 32,650

Task 4 – Preliminary Design (30% / 50%)

Subtask	Description	Lump-Sum
4.1	Preliminary mechanical, electrical, structural, and controls design	$ 2,740
4.2	30% and 50% design drawings and outline specifications	$ 14,100
4.3	Preliminary one-lines, layouts, and system schematics	$ 2,620
4.4	Preliminary HVAC replacement and duct modification design	$ 900
4.5	Structural concepts for PV, equipment enclosures, and screening	$ 3,340
4.6	Updated construction cost estimates	$ 5,120
4.7	Design review meetings and incorporation of City comments	$ 7,420
	Task 4 Total	$ 36,330

Task 5 – Utility, Permitting & HUD Environmental Support

Subtask	Description	Lump-Sum
5.1	Electric and gas utility coordination and service planning	$ 2,150
5.2	Interconnection strategy and technical documentation	$ 2,600
5.3	Net energy metering and tariff evaluation	$ 3,060
5.4	Permit coordination support (Building, Fire, utilities)	$ 5,320
5.5	HUD environmental review technical support and documentation	$ 5,400
5.6	Agency responses, revisions, and coordination meetings	$ 5,320
	Task 5 Total	$ 23,850

Task 6 – Final Design & Construction Documents (90% / 100%)

Subtask	Description	Lump Sum
6.1	90% design submittal and cost estimate	$ 12,630
6.2	Final (100%) stamped construction documents	$ 12,750
6.3	Detailed plans, specifications, and bid sheets	$ 3,480
6.4	Final electrical, mechanical, controls, and structural calculations	$ 2,670
6.5	Final microgrid protection, controls sequences, and operating modes	$ 2,620
6.6	Final utility service plans and approvals support	$ 3,070
6.7	Bid-ready engineer's opinion of probable cost	$ 1,070
	Task 6 Total	$ 38,290

Task 7 – Bid Phase, Construction & Commissioning Support

Subtask	Description	Lump Sum
7.1	Pre-proposal/pre-bid meeting participation	$ 1,330
7.2	RFI responses and addenda support	$ 7,380
7.3	Submittal and shop drawing review	$ 2,620
7.4	Construction meetings and site visits (as authorized)	$ 7,040
7.5	Commissioning and testing support	$ 4,400
7.6	Controls integration and system verification support	$ 550
7.7	Close-out support and record documentation	$ 2,850
	Task 7 Total	$ 26,170

C. SECTION C – HOURLY RATE SCHEDULE (GRANT & CHANGE MANAGEMENT SUPPORT)

Classification	Name (optional)	Hourly Rate
Principal / Program Manager	Jeffry Gosal	$ 310
Project Manager	Hugh King	$ 225
Electrical Engineer	James Gecosala	$ 215
Mechanical Engineer	James Zwingman	$ 225
Controls / Microgrid Engineer	Anthony Newlin	$ 215
Structural Engineer	Jim Passaglia	$ 310
Energy / Sustainability Specialist	Evan Sarver	$ 275
Architect	Joseph Gonzalez	$ 225
CAD / BIM Designer		$ 160
Commissioning / Field Support	James Anderton	$ 275
Administrative Support		$ 125
Additional positions (attach if needed)		$

D. SECTION D – ESTIMATED LABOR HOURS (GRANT SUPPORT)

Task	Classification	Estimated Hours	Rate	Extended
Task 1	Project Manager	96	$225	$21,600
Task 1	Electrical Engineer	18	$215	$3,870
Task 2	Controls Engineer	40	$215	$8,600
Task 3	Mechanical Engineer	28	$225	$6,300
Task 4	CAD / BIM	32	$160	$5,120

II. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub-budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.8.

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

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

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

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

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

IV. The total compensation for the Services shall not exceed $244,850.00 as provided in Section 2.1 of this Agreement.

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

I. Consultant shall perform all services timely in accordance with the following schedule upon issuance of Notice to Proceed by City's Contract Officer*:

Project Schedule for City of Carson Veteran's Park

Client: City of Carson

	Project Tasks	2026												2027												2028											
		JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
1	Project Management & Coordination																																				
	1.1 Kick Off Meeting/Scope Review				1																																
	1.2 As-Built Issued by City				4																																
	1.3 Scope Finalization				4																																
2	Existing Conditions Assessment, Feasibility & Load Analysis																																				
	2.1 Start Assessment				4	4																															
	2.2 Site Verification/Assessment				4	4																															
	2.3 Report Analysis/Finalization				4	4																															
	2.4 Report Review						3																														
3	Task 3 – Microgrid, Solar, BESS & HVAC System Planning																																				
	3.1 Equipment Planning				4	4	4	4			4																										
	3.2 System Review with City						1																														
	3.3 System Equipment coordination with Manufacturers					4	3																														
4	Task 4 – Preliminary Design (30% / 50%)																																				
	4.1 Start 30% CD Design					2	2																														
	4.2 Submittal/Review with the City						2	1																													
	4.3 Start 50% CD Design							3																													
	4.4 Submittal/Review with the City								3																												
5	Task 5 – Utility, Permitting & HUD Environmental Support																																				
	5.1 Submittal to Permitting								4	2																											
	5.2 Submittal to HUD							2	4	2																											
	5.3 Initial Coordination with Utility						4						2																								
	5.4 Permit Corrections									2	2																										
	5.5 HUD Corrections									2	2																										
6	Task 6 – Final Design & Construction Documents (90% / 100%)																																				
	6.1 Start 90% CD								1	3																											
	6.2 Submittal/Review with the City									1	2																										
	6.3 Issue Bid											4	4																								
	6.4 100% CD										2																										
	6.5 Addendum													2																							
	6.6 Final Review with the City											3	1																								
7	Task 7 – Bid Phase, Construction & Commissioning Support																																				
	7.1 Bid Walk												1																								
	7.2 Pre-Bid RFI													2																							
	7.3 RFI Issuance													2																							
	7.4 Final Bids														4																						
	7.5 Construction																																				

Notes:
A. Number indicates anticipated number of weeks.
B. Some processes can be done concurrently.

***Schedule to be modified to match notice to proceed and actual start date.**

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

CITY OF CARSON

701 East Carson Street

Report to Honorable Mayor and City Council

Tuesday, August 4, 2026, 5:00 PM

CONSENT 17.

To: Honorable Mayor and City Council

From: Nora A. Garcia , Director of Public Safety & Emergency Management PS Administration

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

I. SUMMARY

The City of Carson's current contract with the Los Angeles County Sheriff's Department (LASD) was approved on June 18, 2024 with a five-year term. The City and LASD have a positive working relationship and LASD provides outstanding service to the community. The City Council is requested to approve and authorize the City Manager to execute the Service Level Authorization (SH-AD 575) for FY 2026-2027.

II. RECOMMENDATION

TAKE the following actions:

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

III. ALTERNATIVES

1. TAKE any other action the City Council deems appropriate that is consistent with the requirements of the law.

IV. BACKGROUND

The City of Carson has contracted with the Los Angeles County Sheriff’s Department to provide law enforcement services since the City’s inception in 1968. In the 54 years since that time, the city has maintained a very positive working relationship with the LASD. Moreover, the Sheriff’s department has provided excellent service during this period.

On June 18, 2024, the City Council approved a five-year contract renewal agreement with the Los Angeles Sheriff’s Department for the period of July 1, 2024, through June 30, 2029. The billing rates of the Contract City Law Enforcement Services are adjusted by the County Auditor-Controller annually effective July 1 of each year to reflect the cost of such a service in accordance with the policies and procedures for the determination of such rates as adopted by the County Board of Supervisors.

The City Manager has approved the FY 2026-27 Service Level Authorization (SH-AD-575), which reflects an estimated annual cost of $27,754,446.83 for contracted law enforcement services. The estimated cost incorporates the Los Angeles County Sheriff's Department FY 2026-27 rate adjustments, including the 2.30% increase in contract rates and the increase in the Liability Trust Fund rate from 13.0% to 14.5%, as identified in the annual rate letter. Funding for these services will be managed through the City's adopted budget and ongoing budget monitoring process. The FY 2026-2027 estimated annual cost of $27,754,446.83 represents an increase of approximately $962,367.26 (3.59%) over the FY 2025-2026 estimated annual cost of $26,792,079.57. The City's current FY 2026-2027 budget allocation for LASD law enforcement services is $27,574,552.48. Should additional appropriations be required to fully fund the estimated cost of services, staff will return to the City Council through the City's mid-year budget review process, if necessary.

V. FISCAL IMPACT

Funding for contracted law enforcement services has been appropriated in the FY 2026–2027 Adopted Budget within GL Accounts 101-55-551-117-6004, 101-55-551-130-6004, and 101-55-551-132-6004 for Professional Services totaling $27,574,552.48. The FY 2026-2027 Service Level Authorization reflects an estimated annual cost of $27,754,446.83. If necessary, staff will return to the City Council during the mid-year budget review process to request any additional appropriations required to fully fund the estimated cost of services.

VI. EXHIBITS

1. Fiscal Year 2026-2027 Service Level Authorization (SH-AD 575)
2. Fiscal Year 2026-2027 Contract Cities Rate Adjustment Letter

Attachments

1. Fiscal Year 2026-2027 Service Level Authorization (SH-AD 575).pdf
2. Fiscal Year 2026-2027 Contract Cities Rate Adjustment Letter.pdf

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
CONTRACT LAW ENFORCEMENT SERVICES
SERVICE LEVEL AUTHORIZATION (SH-AD 575)

Attachment A

CITY: Carson **FISCAL YEAR:** 2026-2027 **EFFECTIVE DATE:** 7/1/2026

RANK, RELIEF FACTOR	SERVICE CODE	NEW	PREV.	CHNG.	ANNUAL RATE	ESTIMATED TOTAL ANNUAL COST	LIABILITY 14.5%	TOTAL ANNUAL COST W/LIABILITY	ANNUAL HOURS PER SERVICE UNIT	ANNUAL HOURS SCHEDULED	ANNUAL MINUTES SCHEDULED	PERSONNEL REQUIRED
DEPUTY SHERIFF SERVICE UNIT												
Deputy Sheriff, Non-Relief	310	2.00	2.00	0.00	$ 358,081.00	$ 716,162.00	$ 103,843.49	$ 820,005.49	1,789	3,578	214,680	2.00
Deputy Sheriff, 40-Hour Unit	306	54.00	54.00	0.00	$ 393,889.00	$ 21,270,006.00	$ 3,084,150.87	$ 24,354,156.87	2,086	112,644	6,758,640	62.964
DEPUTY SHERIFF SERVICE UNIT (BONUS)												
GROWTH DEPUTY UNIT												
GRANT DEPUTY UNIT												
SUPPLEMENTAL POSITIONS												
Lieutenant, Non-Relief	342	1.00	1.00	0.00	$ 390,099.00	$ 390,099.00	$ -	$ 390,099.00	1,789	1,789	107,340	1.00
Sergeant, Supplemental, Non-Relief	353	3.00	3.00	0.00	$ 325,615.00	$ 976,845.00	$ -	$ 976,845.00	1,789	5,367	322,020	3.00
Motor Sergeant, Non-Relief	348	1.00	1.00	0.00	$ 343,524.00	$ 343,524.00	$ 49,810.98	$ 393,334.98	1,789	1,789	107,340	1.00
Motor Deputy, Non-Relief	305A	2.00	2.00	0.00	$ 358,081.00	$ 716,162.00	$ 103,843.49	$ 820,005.49	1,789	3,578	214,680	2.00

Estimated Cost for Service Units: $ 24,412,798.00 Total Liability (14.5%): $ 3,341,648.83 Estimated Subtotal: $ 27,754,446.83

Public Safety Equipment Cost (See page 3): $ -

Estimated Total Annual Cost: $ 27,754,446.83

The terms of this Service Level Authorization (SH-AD 575) will remain in effect until a subsequent SH-AD 575 is signed and received by LASD.
Notwithstanding, annual rates shall be revised annually per Sections 8.2 and 11.3 of the MLESA.

LASD Approval By:

Alise Norman	E-Signed By Alise Norman	6/10/2026 15:15 PM
UNIT COMMANDER NAME	SIGNATURE	DATE

Report Prepared By:

Jason R Lee	6/2/2026
SERGEANT	DATE

City Approval By:

"I certify that I am authorized to make this commitment on behalf of the City."

David Roberts	E-Signed By David Roberts	6/10/2026 11:19 AM
CITY OFFICIAL NAME	SIGNATURE	DATE

Processed at CLEB By:

E-Signed By Jason Lee	6/11/2026 5:33 AM
SERGEANT	DATE

FY 2026-2027
Generated: 6/11/2026 7:56:56 AM

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

Attachment A

CONTRACT LAW ENFORCEMENT SERVICES

SERVICE LEVEL AUTHORIZATION (SH-AD 575)

DEPLOYMENT OF PERSONNEL

CITY: Carson **FISCAL YEAR:** 2026-2027 **EFFECTIVE DATE:** 7/1/2026

SERVICE UNIT	TOTAL UNITS PURCHASED	GENERAL LAW			TRAFFIC LAW			MOTOR DEP	SAD	D.B.	TEAM LEADER	TOTAL UNITS ASSIGNED
		EM	AM	PM	EM	AM	PM					
DEPUTY SHERIFF SERVICE UNIT												
Deputy Sheriff, Non-Relief	**2.00**						1.00		1.00			**2.00**
Deputy Sheriff, 40-Hour Unit	**54.00**	8.00	8.00	8.00	4.00	6.00	6.00		14.00			**54.00**
Motor Deputy, Non-Relief	**2.00**							2.00				**2.00**

Routine City Helicopter Agreement	YES ☑	NO ☐
License Detail - Business & Renewal Applications	YES ☑	NO ☐
License Detail - Acts on Violations Observed within the City	YES ☑	NO ☐
Other Supplemental Services	YES ☑	NO ☐

NOTE: License Detail is billed on an hourly basis and billed monthly as service is provided.

	Sworn						
	Lieutenant	Sergeant	Bonus Deputy	Motor Deputy	Deputy	SAD	**Total**
Hours	1,789	7,156	0	3,578	116,222	0	128,745
Minutes	107,340	429,360	0	214,680	6,973,320	0	7,724,700
Personnel	1.000	4.000	0.000	2.000	64.964	0.000	71.964

	Civilian			
	SSO	LET/CSA/CA/PCO	Clerical	**Total**
Hours	0	0	0	0
Minutes	0	0	0	0
Personnel	0.000	0.000	0.000	0.000

Agreement

City Official: 6/10/2026

Unit Commander: 6/10/2026

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

CONTRACT LAW ENFORCEMENT SERVICES

SERVICE LEVEL AUTHORIZATION (SH-AD 575)

PUBLIC SAFETY EQUIPMENT

Attachment A

CITY: Carson **FISCAL YEAR:** 2026-2027

Public Safety Equipment				
Equipment	**SERVICE CODE**	**#**	**RATE**	**TOTAL COST**

Equipment				
MDC Type	**SERVICE CODE**	**#**	**RATE**	**TOTAL COST**

ALPR With Install	**SERVICE CODE**	**#**	**RATE**	**TOTAL COST**

Total Public Safety Equipment Cost: $ 0.00

CONTRACT LAW ENFORCEMENT SERVICES AND EQUIPMENT
MASTER RATE SHEET

Liability Rate: 14.5%

Deputy Sheriff Service Unit Rates		
Rank / Relief Factor	**Annual Rate**	**Service Code**
Deputy Sheriff, Non-Relief	$ 358,081.00	310
Deputy Sheriff, 40-Hour Unit	$ 393,889.00	306
Deputy Sheriff, 56-Hour Unit	$ 551,445.00	307
Deputy Sheriff, 70-Hour Unit	$ 689,306.00	308
Special Assignment Deputy, Non-Relief	$ 358,081.00	278
Catalina Deputy, Non-Relief	$ 351,065.00	324

Deputy Sheriff Service Unit (Bonus) Rates		
Rank / Relief Factor	**Annual Rate**	**Service Code**
Deputy Sheriff, Bonus I, Non-Relief	$ 393,219.00	305
Deputy Sheriff, Bonus I, 40-Hour Unit	$ 432,541.00	301
Deputy Sheriff, Bonus I, 56-Hour Unit	$ 605,558.00	302
Deputy Sheriff, Bonus I, 70-Hour Unit	$ 756,947.00	303

Growth Deputy Unit Rates		
Rank / Relief Factor	**Annual Rate**	**Service Code**
Growth Special Assignment Deputy, Non-Relief	$ 247,953.00	204
Growth Deputy Generalist, Non-Relief	$ 247,953.00	335
Growth Deputy Generalist, 40-Hour Unit	$ 289,111.00	573
Growth Deputy Generalist, 56-Hour Unit	$ 404,657.00	582
Growth Deputy Generalist, 70-Hour Unit	$ 505,822.00	583
Growth Motor Deputy, Non-Relief	$ 274,633.00	424
Growth Deputy Bonus I, Non-Relief	$ 268,637.00	336

Grant Deputy Unit Rates		
Rank / Relief Factor	**Annual Rate**	**Service Code**
Grant Special Assignment Deputy	$ 247,953.00	312
Grant Motor Deputy, Non-Relief	$ 274,633.00	422
Grant Deputy Generalist, Non-Relief	$ 247,953.00	386
Grant Deputy Bonus I, Non-Relief	$ 268,637.00	384

Supplemental Positions Rates		
Rank / Relief Factor	**Annual Rate**	**Service Code**
License Detail (Hourly)	$ 136.74	341
Intermediate Typist Clerk	$ 99,318.00	391
Captain, Non-Relief	$ 484,971.00	321
Lieutenant, Non-Relief	$ 390,099.00	342
Sergeant, Patrol, Non-Relief	$ 424,332.00	631
Sergeant, Supplemental, Non-Relief	$ 325,615.00	353
Motor Sergeant, Non-Relief	$ 343,524.00	348
Motor Deputy, Non-Relief	$ 358,081.00	305A
Watch Deputy, Non-Relief	$ 266,815.00	354
Community Services Assistant (w/ veh), Non-Relief	$ 91,107.00	325
Community Services Assistant (w/out veh), Non-Relief	$ 86,929.00	327
Crime Analyst, Non-Relief	$ 180,360.00	329
Custody Assistant, Non-Relief	$ 147,703.00	331
Forensic ID Specialist II, Non-Relief	$ 223,521.00	356
Intermediate Clerk, Non-Relief	$ 96,900.00	338
Law Enforcement Technician (w/ veh), Non-Relief	$ 134,746.00	340
Law Enforcement Technician (w/out veh), Non-Relief	$ 132,523.00	339
Operations Assistant I, Non-Relief	$ 128,033.00	343
Operations Assistant II, Non-Relief	$ 159,049.00	344
Operations Assistant III, Non-Relief	$ 182,138.00	345
Secretary V, Non-Relief	$ 138,543.00	346
Security Assistant, Non-Relief	$ 73,313.00	362

Security Officer, Non-Relief	$ 113,754.00	347
Senior Information Systems Analyst, Non-Relief	$ 256,605.00	334
Station Clerk II, Non-Relief	$ 120,670.00	351
Skynight Observer, Non-Relief	$ 393,219.00	349
Supervising Station Clerk, Non-Relief	$ 145,901.00	352

Equipment Rates		
Public Safety Equipment	**Annual Rate**	**Service Code**
Supplemental K9 Services (Santa Clarita)	$ 6,502.00	671

MDC Type Rates		
Equipment	**Annual Rate**	**Service Code**
MDC New Purchase, Data & Maintenance (GETAC V110)	$ 9,680.00	164
MDC New Purchase, Data & Maintenance - CF-33	$ 10,680.00	414
MDC Data & Maintenance Only	$ 1,780.00	595

ALPR With Install Rates		
Equipment	**Annual Rate**	**Service Code**
ALPR New Install 1st Year (5yr Program)	$ 6,000.00	680
ALPR System 2nd Year	$ 5,950.00	680A
ALPR System 3rd Year	$ 5,000.00	680B
ALPR System 4th Year	$ 5,000.00	680C
ALPR System 5th Year	$ 5,000.00	680D

Annual revised rates shall be readjusted annually per Sections 8.2 and 11.3 of the MLESA.

OFFICE OF THE SHERIFF

COUNTY OF LOS ANGELES

HALL OF JUSTICE

ROBERT G. LUNA, SHERIFF

April 1, 2026

All City Managers
All Contract Cities

Dear City Managers,

CONTRACT CITY RATES FISCAL YEAR 2026-2027

The Auditor-Controller has finalized its review and approval of the Fiscal Year 2026-2027 law enforcement contracting cost model which results in an overall increase of 2.30% in the cost of a Deputy Sheriff Service Unit. Additionally, the rate increase for a Bonus-I Deputy will be 2.14%, while the rate increase for a Sergeant will be 2.56%. These rate adjustments will be effective July 1, 2026.

The liability surcharge for Sheriff's services will increase from 13.0% to 14.5%. This adjustment was approved by the Contract Cities Liability Trust Fund Oversight Committee following its review of the annual actuarial study and the current financial condition of the Liability Trust Fund. As a resource to you, Contract Law Enforcement Bureau (CLEB) personnel are available to assist you and your staff with service level projections and deployment planning.

Questions regarding the rate adjustments may be directed to the CLEB staff at (213) 229-1647. Questions regarding the liability surcharge should be directed to the California Joint Powers Insurance Authority at (562) 467-8700.

Sincerely,

ROBERT G. LUNA, SHERIFF

Andrew B. Cruz, Captain
Contract Law Enforcement Bureau

CITY OF CARSON

701 East Carson Street

Report to Honorable Mayor and City Council

Tuesday, August 4, 2026, 5:00 PM

CONSENT 18.

To: Honorable Mayor and City Council

From: Nora A. Garcia , Director of Public Safety & Emergency Management PS Administration

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

I. SUMMARY

The Public Safety and Emergency Management Department seeks City Council approval of the Service Level Request (SLR) for Fiscal Year 2026–2027 with the Los Angeles County Department of Animal Care and Control (LADACC). This annual agreement outlines the continuation of a service delivery partnership, in which the City of Carson internally provides animal control services through one dedicated, city-employed Animal Control Officer during routine business hours (Monday through Thursday). LADACC supplements Carson's services outside of routine hours, for legally complex casework, and for functions such as animal licensing, sheltering, and vaccination clinics.

II. RECOMMENDATION

TAKE the following actions:

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

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

III. ALTERNATIVES

TAKE any other action the City Council deems appropriate that is consistent with the requirements of the law.

IV. BACKGROUND

On July 28, 2025, the City of Carson formally resumed providing internal animal control services with the on-boarding of a dedicated, city-employed Animal Control Officer. The officer is responsible for responding to most emergent and routine animal-related service calls within the city during standard business hours, Monday through Thursday. Duties include the capture of stray or injured animals in public spaces and the removal of deceased animals from public rights-of-way.

Residents may report animal-related concerns to the Public Safety and Emergency Management Department, where clerical staff screen and assess each call. Animal control related calls falling within the City's responsibility are dispatched directly to the Animal Control Officer. Calls that are legally complex, investigative in nature, or fall outside of City business hours are referred to the Los Angeles County Department of Animal Care and Control (LADACC), in accordance with established service criteria.

In addition to supporting Carson with after-hours service and legally complex casework, LADACC continues to provide several core animal control services that the city is not yet equipped to handle independently. These include:

- Priority call response outside of City business hours
- Pet adoptions
- Licensing services
- Shelter intake for stray animals
- Intake and disposal of deceased animals
- Micro-chipping and vaccination clinics

This coordinated service delivery model allows the city to manage routine operations internally while relying on LADACC for supplemental and specialized support, ensuring comprehensive and uninterrupted animal control services for the Carson community.

V. FISCAL IMPACT

Funding for this agreement is included in the adopted Fiscal Year 2026–2027 budget under GL Account No. 101-55-552-158-6004 (Professional Services). The City's current budget allocation for LADACC services is $1,764747.00.

VI. EXHIBITS

1. LADACC FY 2026-2027 SLR

Attachments

1. LADACC FY 2026-2027 SLR.pdf

ATTACHMENT B

CITY-COUNTY MUNICIPAL SERVICES AGREEMENT

COUNTY OF LOS ANGELES
DEPARTMENT OF ANIMAL CARE AND CONTROL

AND

THE CITY OF

Carson

FISCAL YEAR 2026-27 SERVICE LEVEL REQUEST

Please make a selection for each of the options below. For more information, you can view Attachment A, Description of Services, of your municipal services agreement or reach out to one of the contacts listed on Page 7 of this Service Level Request.

I. Animal Care Center Services

The level of animal care center service that the City requests and the County agrees to is (select one of the three options below):

☑ Full Service

Primary animal care center: Carson/Gardena Animal Care Center

☐ No Animal Care Housing Services

Agency Name: _____

☐ Animal Care Center Services for Transfer

City's Animal Care Facility contact information:

Agency Name: _____

Telephone: _____

Address: _____

_____

*Note: Full Service plan includes access for residents to the Pets Are Family Program, explained in further detail on Attachment A, Description of Services, of your municipal services agreement.

II. Field Services

The level of field service that the City requests and the County agrees to is (select one of the three options below):

- ☐ Standard Service Plan
- ☐ No Field Services
- ☑ Limited Service Plan (Check applicable box(es) below)

☐	Full County Field Services - County accepts all calls within the designated hours	
	Please identify days and hours: Monday to Friday	
	Please identify days and hours: Weekend days and holidays	
☑	Priority County Field Services - County accepts Priority 1 calls only (from public and City)	
	Please identify days and hours: Monday to Friday	Monday - Thursday: 5:30 pm - 7 am
	Please identify days and hours: Weekend days and holidays	24/7: Fri/Sat/Sun & Holidays Listed:
☑	Standby County Field Services - County accepts calls only from City Personnel; City will screen calls from the public	
	Please identify days and hours: Monday to Friday	Monday - Thursday: 7 am - 5:30 pm
	Please identify days and hours: Weekend days and holidays	
☑	Humane Investigations – as needed	
☑	Administrative Investigations – as needed (LACC Title 10, Chapter 37, Potentially Dangerous/Vicious Dogs)	
☑	Administrative Compliance (Post hearing compliance checks will be handled by DACC on City's behalf)	
☐	City will provide their own Dead Animal Field Pickup Services - County will refer dead animal pickup calls as indicated below:	

Field Services information:		Dead Animal Pickup information (if different):	
Agency:	Public Safety Department - City of Carson	Agency:	
Phone:	310-952-1786	Phone:	
Email:	publicsafety@carsonca.gov	Email:	

III. Individual Animal Licensing

☑ The City agrees to have the County provide individual animal licensing and has adopted the license fees outlined in Los Angeles County Code.

☐ No Animal Licensing Services

☐ The City agrees to have the County provide individual animal licensing and has adopted the following license fees (please provide a copy of the applicable ordinance or resolution):

Altered Dog	$	Altered Cat	$
Unaltered Dog	$	Unaltered Cat	$
Senior-owned Altered Dog	$	Senior age is defined as age	
Military Veteran w/ Disability Altered Dog	$		
Delinquency Charge	$ Equal to amount of license	Delinquency charge applies after:	days
Other Special License Fee	$	Description/criteria:	
Field Enforcement Fee* (select one)	☐ $40.00 ☐ $0.00		

*Only applicable when licensing is initiated in the field by Department employees.

Current license fees adopted by the City on _____, 20_____.

IV. Outreach and Enforcement Services

Please make a selection for each of the options below. For more information, you can view Attachment A, Description of Services, of your municipal services agreement or reach out to one of the contacts listed on Page 7 of this Service Level Request.

A. Animal License Field Enforcement

☑ The City requests the County to provide animal license field enforcement in the City, in the area(s) designated by the City and agreed to by the Department.

☐ No animal license field enforcement services.

B. Animal Facility Inspection and Licensing (Costs included in overhead—not billed)

☑ The City requests the County to license animal-related facilities (including inspection and grading services) in the City.

☐ No animal facility licensing services--the City will conduct its own program. (Please provide contact information below.)

The City's animal facility program contact information:

Department Name: _____

Telephone: _____

Address: _____

_____

C. Vaccination and Microchip Clinic(s)

The Department offers clinics at the Animal Care Centers and may coordinate Vet at the Park events throughout the year (subject to availability). Upcoming clinics can be viewed on the Department's website Event Calendar: https://animalcare.lacounty.gov/calendar/

D. Spay/Neuter Trust Fund

☐ Participate in the Spay/Neuter Trust Fund to allow residents access to low-cost spay/neuter services.

☑ No participation in the Spay/Neuter Trust Fund.

V. Enforcement of County Code

☑ The City agrees to the enforcement of Title 10 with no exceptions.

☐ The City agrees to the enforcement of Title 10 with the following pre-approved exception(s): (please mark all that apply)

☐ 10.20.350: Mandatory Spay and Neuter. The City does not require the spay/neuter of:
- ☐ Dogs
- ☐ Cats

☐ 10.20.185: Mandatory Microchipping. The City does not require the microchipping of:
- ☐ Dogs
- ☐ Cats

☐ 10.20.038: Number of dogs and cats. In the City, the following number of animals are allowed per household:

Dogs _____ Cats _____ Total of _____ dogs/cats

☐ 10.20.030: Mandatory Cat Licensing. Domestic cats are subject to:
- ☐ Voluntary Cat Licensing
- ☐ No Cat Licensing

☐ 10.28.020: Animal Facility Licensing. The County will not license/inspect animal facilities.

☐ 10.40.060: Excessive Animal Noise Complaints. The City will conduct its own noise enforcement.

City's Animal Noise Complaint contact information:

Department Name: _____

Telephone: _____

Address: _____

_____

E-mail: _____

Note: Title 10 can be found on the Department's website: https://animalcare.lacounty.gov/animal-regulations/

VI. Requested Additions to Title 10 Enforcement

Please list individual municipal code sections requested to be enforced by the Department. (Please ensure your municipal code contains adequate enforcement authority.)

City Code Section No.	City Code Section Title	COUNTY Approved	Not Approved

VII. Contact Information

County Primary Contact

Name: Bradley Kim

Title: Contracts and Grants Division Liaison

Address: 5898 Cherry Avenue

Long Beach, CA 90805

Telephone: (562) 256-2415

E-mail: Bkim@animalcare.lacounty.gov

County Alternate Contact

Name: Marissa Muller

Title: Administrative Services Manager I

Address: 5898 Cherry Avenue

Long Beach, CA 90805

Telephone: (562) 256-1369

E-mail: MMuller@animalcare.lacounty.gov

City Primary Contact

Name: Kaitlin Sanchez

Title: Public Safety Manager

Address: 701 E. Carson Street

Carson, CA 90745

Telephone: (310) 863-7883

E-mail: ksanchez@carsonca.gov

City Alternate Contact

Name: Rafael Rico

Title: Administrative Analyst

Address: 701 E. Carson Street

Carson, CA 90745

Telephone: (310) 830-7600 Ext. 1230

E-mail: rrico@carsonca.gov

Note: A new Service Level Request submission is not needed if a city wishes only to update its contacts. For contact updates, an email notice will suffice.

VIII. Annual/Amended Service Request Approval

For the City:

Robert Lennox		7/22/26
Authorized City Representative (Printed Name)	Authorized Signature (Signature)	Date
Asst. City Manager	(310) 830-7600	
Title	Telephone Number	

For the County:

Marcia Mayeda		07/22/2026
Director Dept. of Animal Care and Control	Authorized Signature (Signature)	Date

Carson SLRY FY26-27 (7.22.2026)

Final Audit Report 2026-07-22

Created:	2026-07-22
By:	Bradley Kim (bkim@animalcare.lacounty.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA6tm3dmM2Tz1QWdQgu0hvwTfv3Y5GN6XX

"Carson SLRY FY26-27 (7.22.2026)" History

Document created by Bradley Kim (bkim@animalcare.lacounty.gov)
2026-07-22 - 5:27:25 PM GMT- IP address: 136.226.67.17

Document emailed to Marcia Mayeda (mmayeda@animalcare.lacounty.gov) for signature
2026-07-22 - 5:27:40 PM GMT

Email viewed by Marcia Mayeda (mmayeda@animalcare.lacounty.gov)
2026-07-22 - 8:53:16 PM GMT- IP address: 136.226.65.26

Document e-signed by Marcia Mayeda (mmayeda@animalcare.lacounty.gov)
Signature Date: 2026-07-22 - 8:53:42 PM GMT - Time Source: server- IP address: 136.226.65.26 - Signature Appearance Selected: IMAGE

Agreement completed.
2026-07-22 - 8:53:42 PM GMT

CITY OF CARSON

701 East Carson Street

Report to Honorable Mayor and City Council

Tuesday, August 4, 2026, 5:00 PM

CONSENT 19.

To: Honorable Mayor and City Council

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

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

I. SUMMARY

The City of Carson (City) is currently constructing a fiber network, Capital Improvement Project Number PW1797, Citywide Municipal Fiber Optic Network Phase I. Phase I will serve as the municipal fiber optic backbone connecting City Hall, City facilities, and City parks. A segment of the fiber optic network requires installation on, along, across, and under Union Pacific Railroad property.

Union Pacific Railroad owns and controls the railroad property where the proposed crossing will occur. To authorize the construction, operation, maintenance, repair, and future use of the City's fiber optic facilities within the railroad right-of-way, the City must execute a Wireline Crossing Agreement with Union Pacific Railroad.

The Wireline Crossing Agreement requires a fee of One-Hundred Twenty-Six Thousand Four-Hundred Dollars, $126,400.00, to be paid upon execution of the agreement. The entire fee of $126,400.00 was paid by HP Communications, Inc. as a part of required project permitting fees and was included in HP Communications' lump sum bid and Public Works Agreement for the Citywide Fiber Optic Network Phase I Project.

Staff requests City Council approval of the Wireline Crossing Agreement and authorization for the Mayor to execute the agreement, allowing construction of the Citywide Municipal Fiber Optic Network Phase I project to proceed.

II. RECOMMENDATION

TAKE the follow actions:

1. APPROVE the Wireline Crossing Agreement between the City of Carson and Union Pacific Railroad Company for rights to construct, maintain, and operate city fiber optic network on, along, across, and under railroad property; and,
2. AUTHORIZE the Mayor to execute the Wireline Crossing Agreement with Union Pacific Railroad Company following approval as to form by the City Attorney.

III. ALTERNATIVES

1. DO NOT APPROVE the Wireline Crossing Agreement, which will impact the Citywide Municipal Fiber Optic Network Phase I.
2. TAKE another action City Council deems appropriate.

IV. BACKGROUND

The Citywide Municipal Fiber Optic Network Phase I Capital Improvement Project will support City IT operations, public safety cameras, free City Wi-Fi programs, community broadband services to residents and businesses, and future Smart City initiatives.

As part of the Phase I construction, a segment of the network must cross property owned and managed by the Union Pacific Railroad Company. Union Pacific Railroad Company requires execution of a Wireline Crossing Agreement before any fiber optic facilities may be installed within or beneath its right-of-way. The Wireline Crossing Agreement requires a fee of One-Hundred Twenty-Six Thousand Four-Hundred Dollars, $126,400.00, to be paid upon execution of the agreement. The entire fee of $126,400.00 was paid by HP Communications, Inc. as a part of required permitting fees, included in HP Communications' lump sum bid and Public Works Agreement for the Citywide Fiber Optic Network Phase I Project. However, the City of Carson will execute the Wireline Crossing Agreement to ensure the City of Carson retains all rights provided by Union Pacific Railroad Company for the duration of the Wireline Crossing Agreement.

The Wireline Crossing Agreement grants the City permission to construct, operate, and maintain the fiber optic facilities at the approved crossing location in accordance with Union Pacific Railroad's engineering, operational, and safety requirements.

It should be noted that the Wireline Crossing Agreement requires the City to indemnify Union Pacific Railroad Company against damages and liabilities arising from City's activities allowed under the agreement. Additionally, the agreement allows both the City and Union Pacific Railroad Company to terminate the agreement for any or no reason, with 30 days' written notice given to the other party. The City Attorney attempted to modify the termination provisions so that Union Pacific Railroad Company is unable to terminate for convenience but was advised that no changes are allowed to the contract form as a matter of practice.

Approval of the Wireline Crossing Agreement is necessary to allow the City's contractor, HP Communications, Inc., to complete construction of Citywide Municipal Fiber Optic Network Phase I.

V. FISCAL IMPACT

There are no fiscal impacts to the City with the execution of this Agreement and the fiber optic network project is already budgeted.

VI. EXHIBITS

1. Union Pacific Railroad Agreement

Attachments

Union Pacific Railroad Company Wireline Crossing Agreement.pdf

June 12, 2026
Project: 0807984

CITY OF CARSON

RE: Proposed Construction of One (1) Overhead Fiber Optic Wireline Crossing at Mile Post 2.81 on the Dolores Ind. Ld. Subdivision at or near Carson, Los Angeles County, California.

Attached is an original of the agreement covering your use of the Railroad Company's right of way. **Review and return the partially executed agreement via email.**

Payment, **with Project No. 0807984 referenced,** in the amount of **One Hundred Twenty Six Thousand Four Hundred Dollars ($126,400.00)** is due and payable to Union Pacific Railroad Company upon your execution of the agreement. If you require formal billing, you may consider this letter as a formal bill. In compliance with the Internal Revenue Service's new policy regarding their Form 1099, I certify that 946001323 is this Corporation's correct Federal Taxpayer Identification Number.

Send Electronic Payments to:
Name: Bank of America, Dallas, TX
Union Pacific Account = 3752021457
- ACH Routing Number = 1110-0001-2
- Wire Routing Number = 026009593

Mail Checks to:
Union Pacific Railroad Company
P.O. Box 7412567
Chicago, IL 60674-2568
- **CHECKS ONLY – NO AGREEMENTS**

UP does not currently offer a credit card option for these payments.

Railroad Protective Liability Insurance (RPLI) may be obtained from any insurance company which offers such coverage. Union Pacific has also worked with a national broker, Marsh USA, to make available RPLI to you or your contractor. You can find additional information, premium quotes, and application forms at (uprr.marsh.com).

If we have not received the executed document within six months from the date of this letter, this proposed offer of an agreement is withdrawn and becomes null and void.

After final approval and processing, the fully-executed agreement will be returned to you via email with instructions for coordinating your work. In no event should you begin work until you have received your counterpart of the fully-executed agreement.

If you have any questions, please contact me at tleddy@up.com.

Sincerely,

Thomas Leddy
Mgr II Real Estate

WIRELINE CROSSING AGREEMENT

Mile Post: 2.81, Dolores Ind. Ld. Subdivision
Location: Carson, Los Angeles County, California

THIS AGREEMENT ("Agreement") is made and entered into as of June 12, 2026, ("Effective Date") by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, ("Licensor") and **CITY OF CARSON**, to be addressed at 701 E Carson St, Carson, California 90745 ("Licensee").

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Article 1. LICENSOR GRANTS RIGHT.

A. In consideration of the license fee to be paid by Licensee set forth below and in further consideration of the covenants and agreements to be performed by Licensee, Licensor hereby grants to Licensee the right to construct and thereafter, during the term hereof, maintain and operate one (1) overhead fiber optic wireline crossing only, including any appurtenances required for the operation of said wireline (collectively, "Licensee's Facilities") across Licensor's real property, trackage, or other facilities located in Carson, Los Angeles County, State of California ("Railroad Property"). The specific specifications and limited purpose for Licensee's Facilities on, along, across and under Railroad Property are described in and shown on the Print and Specifications dated January 27, 2026, attached hereto as Exhibit A and made a part hereof.

B. Licensee represents and warrants that Licensee's Facilities will (i) only be used for one (1) overhead fiber optic wireline crossing, and (ii) not be used for any other purpose, whether such use is currently technologically possible, or whether such use may come into existence during the life of this Agreement.

C. Licensee acknowledges that if it or its contractor provides Licensor with digital imagery depicting Licensee's Facilities ("Digital Imagery"), Licensee authorizes Licensor to use the Digital Imagery in preparing Exhibit A. Licensee represents and warrants that through a license or otherwise, it has the right to use the Digital Imagery and to permit Licensor to use the Digital Imagery in said manner.

D. Under no circumstances shall Licensee modify Licensee's Facilities or add additional wirelines to the conduit(s), if any, or allow any third-parties to modify Licensee's Facilities or add additional wirelines to the conduit(s), if any, without Licensor's prior review and approval, which may be withheld in Licensor's sole discretion. Any application to modify Licensee's Facilities or add additional wirelines to the conduit(s) shall be made in accordance with Licensor's then-current wireline crossing application procedures.

Article 2. LICENSE FEE.

Upon execution of this Agreement, the Licensee shall pay to the Licensor a one-time License Fee of One Hundred Twenty Six Thousand Four Hundred Dollars ($126,400.00).

Article 3. TERM.

This Agreement shall take effect as of the Effective Date first herein written and shall continue in full force and effect until terminated as provided in the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B**.

Article 4. LICENSEE'S COMPLIANCE WITH GENERAL TERMS.

Licensee represents and warrants that all work on Licensee's Facilities performed by Licensee or its contractors will strictly comply with all terms and conditions set forth herein, including the General Terms and Conditions, attached hereto as Exhibit B and made a part hereof.

Article 5. INSURANCE.

A. During the term of this Agreement, Licensee shall fully comply or cause its contractor(s) to fully comply with the insurance requirements described in **Exhibit C**, attached hereto and made a part hereof. Upon request only, Licensee shall send copies of all insurance documentation (e.g., certificates, endorsements, etc.) to Licensor at the address listed in the "NOTICES" Section of this Agreement.

B. If Licensee is subject to statute(s) limiting its insurance liability and/or limiting its ability to obtain insurance in compliance with **Exhibit C** of this Agreement, those statutes shall apply.

Article 6. DEFINITION OF LICENSEE.

For purposes of this Agreement, all references in this Agreement to Licensee will include Licensee's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority (collectively, a "Contractor"). If a Contractor is hired by Licensee to perform any work on Licensee's Facilities (including initial construction and subsequent relocation, maintenance, and/or repair work), then Licensee shall provide a copy of this Agreement to its Contractor(s) and require its Contractor(s) to comply with all terms and conditions of this Agreement, including the indemnification requirements set forth in the "INDEMNITY" Section of **Exhibit B**. Licensee shall require any Contractor to release, defend, and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend, and indemnify Licensor herein.

Article 7. ATTORNEYS' FEES, EXPENSES, AND COSTS.

If litigation or other court action or similar adjudicatory proceeding is undertaken by Licensee or Licensor to enforce its rights under this Agreement, all fees, costs, and expenses, including, without limitation, reasonable attorneys' fees and court costs, of the prevailing Party in such action, suit, or proceeding shall be reimbursed or paid by the Party against whose interest the judgment or decision is rendered. The provisions of this Article shall survive the termination of this Agreement.

Article 8. WAIVER OF BREACH.

The waiver by Licensor of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by Licensee shall in no way impair the right of Licensor to avail itself of any remedy for any subsequent breach thereof.

Article 9. ASSIGNMENT.

A. Licensee shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of Licensor, which must be requested in writing by Licensee. Any assignment or attempted transfer of this Agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without Licensor's written consent, will be absolutely void

and may result in Licensor's termination of this Agreement pursuant to the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B.**

B. Upon Licensor's written consent to any assignment, this Agreement will be binding upon and inure to the benefit of the parties thereto, successors, heirs, and assigns, executors, and administrators.

Article 10. SEVERABILITY.

Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable shall be invalid or unenforceable only to the extent of such determination, which shall not invalidate or otherwise render ineffective any other provision of this Agreement.

Article 11. NOTICES.

Except Licensee's commencement of work notice(s) required under Exhibit B, all other notices required by this Agreement must be in writing, and (i) personally served upon the business address listed below ("Notice Address"), (ii) sent overnight via express delivery by a nationally recognized overnight delivery service such as Federal Express Corporation or United Parcel Service to the Notice Address, or (iii) by certified mail, return receipt requested to the Notice Address. Overnight express delivery notices will be deemed to be given upon receipt. Certified mail notices will be deemed to be given three (3) days after deposit with the United States Postal Service.

If to Licensor: Union Pacific Railroad Company
Attn: Analyst – Real Estate Utilities (Project Number: 0807984)
1400 Douglas Street, MS 1690
Omaha, Nebraska 68179

If to Licensee: CITY OF CARSON
Attn: Gary Carter, Director Information Technology and Security
701 E Carson St Carson, California 90745

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY	**CITY OF CARSON**
By: _____	By: _____
Thomas Leddy *Mgr II Real Estate*	Name Printed: _____
	Title: _____

PLACE ARROW INDICATING NORTH DIRECTION RELATIVE TO CROSSING

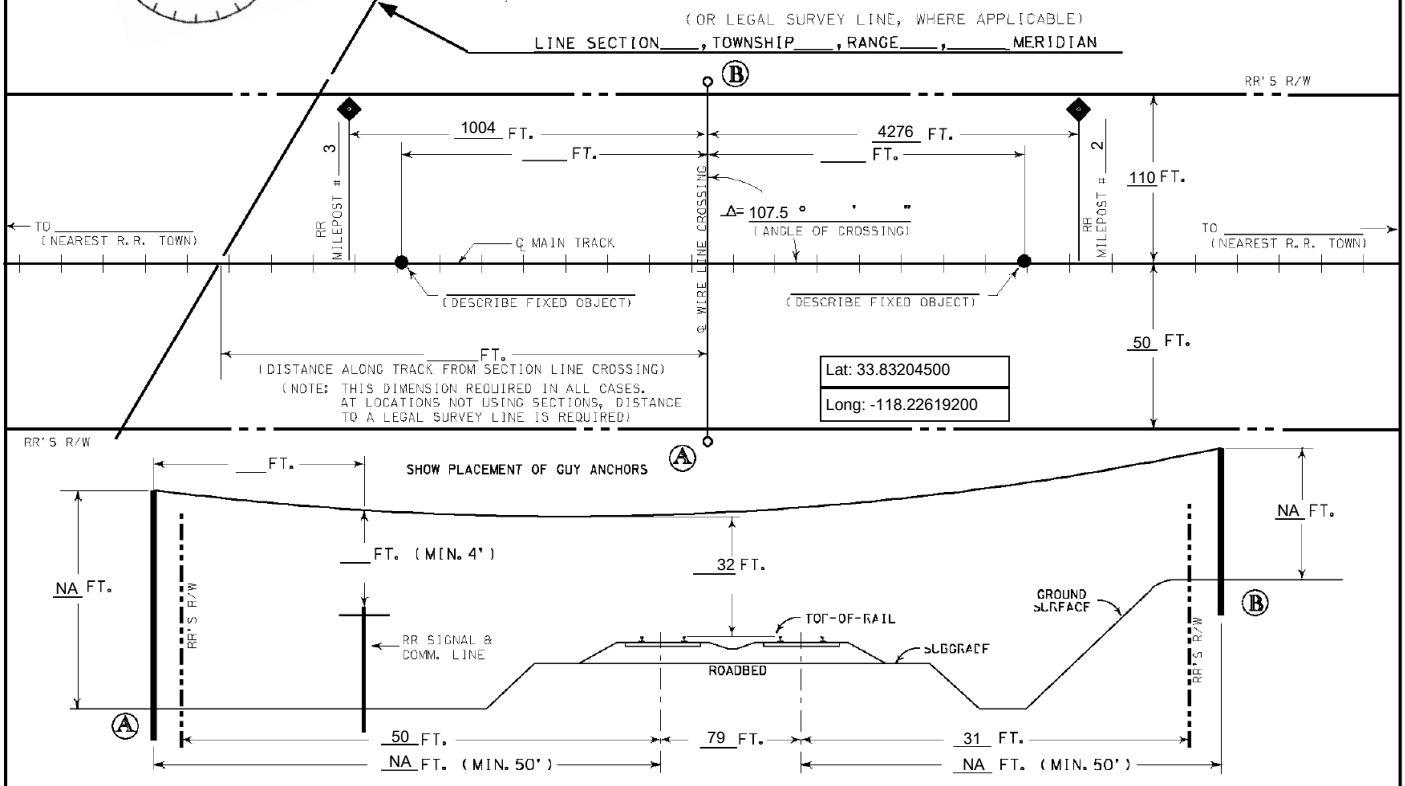
OVERHEAD WIRELINE CROSSING

750 VOLTS OR LESS

NOTE: ALL AVAILABLE DIMENSIONS MUST BE FILLED IN TO PROCESS THIS APPLICATION.

FORM DR-0404-D
REV 10-26-2007
www.uprr.com

NO SCALE



NOTES : Wireline is to cross UP track located within a 4" rigid conduit attached along the northern edge of the E. Carson Ct. overpass.

SEE WIRELINE INSTALLATION ENGINEERING SPECIFICIATIONS

A) TYPE WIRELINE CROSSING: FIBER OPTIC

B) VOLTAGE TO BE CARRIED 0 NO. OF WIRES 1

C) CURRENT TO BE CARRIED 0

D) WIRELINE WILL PASS _____ UPRR COMMUNICATION OR SIGNAL LINE?
WHAT IS THE MINIMUM CLEARANCE BETWEEN WIRES? _____ FEET.

E) WILL ANY ATTACHMENTS BE MADE TO ANY EXISTING POLES? YES

F) WILL ANY ATTACHMENTS BE MADE TO RAILROAD'S POLES? NO

G) WHAT TYPE OF FACILITY WILL LINE BE SERVING? COMMUNICATION

H) APPLICANT HAS CONTACTED 1-800-336-9193,
U. P. COMMUNICATION DEPARTMENT, AND HAS DETERMINED FIBER OPTIC CABLE _____ EXIST IN VICINITY OF WORK TO BE PERFORMED.
TICKET NO. _____

EXHIBIT "A"

(FOR RAILROAD USE ONLY - DO NOT WRITE IN THIS BOX)

UNION PACIFIC RAILROAD CO.

Dolores Ind. Ld.
(SUBDIVISION)

M. P. 2.81 E. S. 248+40 ±

OVERHEAD WIRELINE CROSSING

CARSON	LOS ANGELES	CA
(NEAREST RR STATION)	(COUNTY)	(STATE)

FOR CITY OF CARSON
(APPLICANT)

RR FILE NO. 0807984 DATE 01/27/2026

WARNING

IN ALL OCCASIONS, U. P. COMMUNICATIONS DEPARTMENT MUST BE CONTACTED IN ADVANCE OF ANY WORK TO DETERMINE EXISTENCE AND LOCATION OF FIBER OPTIC CABLE.
PHONE : 1-800-336-9193

EXHIBIT B

GENERAL TERMS AND CONDITIONS

Section 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.

A. The foregoing grant is subject and subordinate to the prior and continuing right and obligation of Licensor to use and maintain its entire property including the right and power of Licensor to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Licensor without liability to Licensee or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of Railroad Property) and the right of Licensor to renew and extend the same, and is made without covenant of title or for quiet enjoyment. It shall be Licensee's sole obligation to obtain such additional permission, license and grants necessary on account of any such existing rights.

Section 2. ENGINEERING REQUIREMENTS; PERMITS.

A. Licensee's Facilities will be designed, constructed, operated, maintained, repaired, renewed, modified, reconstructed, removed, or abandoned in place on Railroad Property by Licensee or its contractor to Licensor's satisfaction and in strict conformity with: (i) Licensor's current engineering standards and specifications, including those for aerial marker balls, shoring and cribbing to protect Licensor's railroad operations and facilities ("UP Specifications"), except for variances approved in advance in writing by Licensor's Assistant Vice President Engineering – Design or its authorized representative ("UP Engineering Representative"); (ii) such other additional safety standards as Licensor, in its sole discretion, elects to require, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines (collectively, "UP Additional Requirements"); and (iii) all applicable laws, rules, and regulations, including any applicable Federal Railroad Administration, Federal Energy Regulatory Commission, and Federal Aviation Administration regulations and enactments (collectively, "Laws"). If there is any conflict between UP Specifications, UP Additional Requirements, and Laws, the most restrictive will apply.

B. If Licensee's Facilities will be located underground, Licensee shall keep the soil over Licensee's Facilities thoroughly compacted, and maintain the grade over and around Licensee's Facilities even with the surface of the adjacent ground.

C. Licensee shall not transmit electric current from Licensee's Facilities at a difference of potential in excess of the voltage indicated on **Exhibit A**. If the voltage indicated is in excess of seven hundred fifty volts (750V), and Licensee's Facilities will be buried at any location outside of track ballast or roadbed on Railroad Property, Licensee shall install metallic conduit, or non-metallic conduit encased in a minimum of three inches (3") of concrete with a minimum of four feet (4') of ground cover the entire length of Licensee's Facilities. Any of Licensee's Facilities buried by removal of soil shall have, at a depth of one foot (1') beneath the surface of the ground directly above Licensee's Facilities, with a six inch (6") wide warning tape labeled "Danger-High Voltage" or equivalent wording. Any of Licensee's Facilities encased in conduit, jacked, or bored under Railroad Property must be identified with warning signs ("Warning Signs") at each edge of Railroad Property, to be installed and properly maintained at Licensee's cost and expense. Licensee shall not utilize Warning Signs in lieu of the warning tape where portions of the casing are installed by direct burial.

D. If needed, Licensee shall secure, at Licensee's sole cost and expense, any and all necessary permits required to perform any work on Licensee's Facilities.

Section 3. NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES.

A. Licensee and its contractors are strictly prohibited from commencing any work associated with Licensee's Facilities without Licensor's written approval that the work will be in strict compliance with the "ENGINEERING REQUIREMENTS; PERMITS" Section of this **Exhibit B**. Upon Licensor's approval, Licensee shall contact both of Licensor's field representatives ("Licensor's Field Representatives") at least ten (10) days before commencement of any work on Licensee's Facilities.

B. Licensee shall not commence any work until: (1) Licensor has determined whether flagging or other special protective or safety measures ("Safety Measures") are required for performance of the work pursuant to the "FLAGGING" Section of this **Exhibit B** and provided Licensee written authorization to commence work; and (2) Licensee has complied with the "PROTECTION OF FIBER OPTIC CABLE SYSTEMS" Section of this **Exhibit B**.

C. If, at any time, an emergency arises involving Licensee's Facilities, Licensee or its contractor shall immediately contact Licensor's Response Management Communications Center at (888) 877-7267.

Section 4. FLAGGING.

A. Following Licensee's notice to Licensor's Field Representatives required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensor shall inform Licensee if Safety Measures are required for performance of the work by Licensee or its contractor on Railroad Property. If Safety Measures are required, no work of any kind may be performed by Licensee or its contractor(s) until arrangements for the Safety Measures have been made and scheduled. If no Safety Measures are required, Licensor will give Licensee written authorization to commence work.

B. If any Safety Measures are performed or provided by Licensor, including but not limited to flagging, Licensor shall bill Licensee for such expenses incurred by Licensor, unless Licensor and a federal, state, or local governmental entity have agreed that Licensor is to bill such expenses to the federal, state, or local governmental entity. Additional information regarding the submission of such expenses by Licensor and payment thereof by Licensee can be found in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**. If Licensor performs any Safety Measures, Licensee agrees that Licensee is not relieved of any of responsibilities or liabilities set forth in this Agreement.

C. For flagging, the rate of pay per hour for each flagger will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage, and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Licensor and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Licensee (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.

D. Reimbursement to Licensor will be required covering the full eight-hour day during which any flagger is furnished, unless the flagger can be assigned to other railroad work during a portion

of such day, in which event reimbursement will not be required for the portion of the day during which the flagger is engaged in other railroad work. Reimbursement will also be required for any day not actually worked by the flaggers following the flaggers' assignment to work on the project for which Licensor is required to pay the flaggers and which could not reasonably be avoided by Licensor by assignment of such flaggers to other work, even though Licensee may not be working during such time. When it becomes necessary for Licensor to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Licensee must provide Licensor a minimum of five (5) days notice prior to the cessation of the need for a flagger. If five (5) days notice of cessation is not given, Licensee will still be required to pay flagging charges for the days the flagger was scheduled, even though flagging is no longer required for that period. An additional ten (10) days notice must then be given to Licensor if flagging services are needed again after such five day cessation notice has been given to Licensor.

Section 5. **SAFETY.**

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of any work on Railroad Property performed by Licensee or its contractor, and takes precedence over any work on Licensee's Facilities to be performed by Licensee or its contractors. Licensee shall be responsible for initiating, maintaining and supervising all safety operations and programs in connection with any work on Licensee's Facilities. Licensor and its contractor shall, at a minimum comply, with Licensor's then current safety standards located at the below web address ("Licensor's Safety Standards") to ensure uniformity with the safety standards followed by Licensor's own forces. As a part of Licensee's safety responsibilities, Licensee shall notify Licensor if it determines that any of Licensor's Safety Standards are contrary to good safety practices. Licensee and its contractor shall furnish copies of Licensor's Safety Standards to each of its employees before they enter Railroad Property found at the link below.

Union Pacific Current Safety Requirements

B. Licensee shall keep the job site on Railroad Property free from safety and health hazards and ensure that their employees are competent and adequately trained in all safety and health aspects of the work.

C. Licensee represents and warrants that all parts of Licensee's Facilities within and outside of the limits of Railroad Property will not interfere whatsoever with the constant, continuous, and uninterrupted use of the tracks, property, and facilities of Licensor, and nothing shall be done or suffered to be done by Licensee at any time that would in any manner impair the safety thereof. Licensee shall take all suitable precaution to prevent interference (by induction, leakage of electricity, or otherwise) with the operation of the signal, communication lines or other installations or facilities of Licensor or of its tenants. If, at any time, the operation or maintenance of Licensee's Facilities results in any electrostatic effects which Licensor deems undesirable or harmful, or causes interference with the operation of the signal, communication lines or other installations or facilities, as now existing or which may hereafter be provided by Licensor and/or its tenants, Licensee shall, at the sole cost and expense of Licensee, immediately modify or take action as may be necessary to eliminate such interference.

D. Licensor's operations and work performed by Licensor’s personnel may cause delays in Licensee's or its contractor's work on Licensee's Facilities. Licensee accepts this risk and agrees that Licensor shall have no liability to Licensee or any other person or entity for any such delays. Licensee must coordinate any work on Railroad Property by Licensee or any third party with Licensor's Field Representatives in strict compliance with the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**.

E. Licensor shall have the right, if it so elects, to provide any support it deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction,

maintenance, repair, renewal, modification, relocation, reconstruction, or removal of Licensee's Facilities. In the event Licensor provides such support, Licensor shall invoice Licensee, and Licensee shall pay Licensor as set forth in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**.

F. Licensee may use unmanned aircraft systems ("UAS") to inspect Licensee's Facilities only upon the prior authorization from and under the direction of Licensor's Field Representatives. Licensee represents and warrants that its use of UAS on Railroad Property will comply with Licensor's then-current Unmanned Aerial Systems Policy and all applicable laws, rules and regulations, including any applicable Federal Aviation Administration regulations and enactments pertaining to UAS.

Section 6. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

Fiber optic cable systems may be buried on Railroad Property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. In addition to the notifications required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensee shall visit up.com/CBUD to complete and submit the required form to determine if fiber optic cable is buried anywhere on Railroad Property to be used by Licensee. If it is, Licensee shall telephone the telecommunications company(ies) involved, and arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, all at Licensee's expense, and will not commence any work on Railroad Property until all such protection or relocation has been completed.

Section 7. LICENSEE'S PAYMENT OF EXPENSES.

A. Licensee shall bear the entire cost and expense of the design, construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities.

B**.** Licensee shall fully pay for all materials joined, affixed to and labor performed on Railroad Property in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of Licensee. Licensee shall promptly pay or discharge all taxes, charges, and assessments levied upon, in respect to, or on account of Licensee's Facilities, to prevent the same from becoming a charge or lien upon any property of Licensor, and so that the taxes, charges, and assessments levied upon or in respect to such property shall not be increased because of the location, construction, or maintenance of Licensee's Facilities or any improvement, appliance, or fixture connected therewith placed upon such property, or on account of Licensee's interest therein. Where such tax, charge, or assessment may not be separately made or assessed to Licensee but shall be included in the assessment of the property of Licensor, then Licensee shall pay to Licensor an equitable proportion of such taxes determined by the value of Licensee's property upon property of Licensor as compared with the entire value of such property.

C. As set forth in the "FLAGGING" Section of this **Exhibit B**, Licensor shall have the right, if it so elects, to provide any Safety Measures Licensor deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, including, but not limited to supervision, inspection, and flagging services. In the event Licensor provides such Safety Measures, Licensor shall submit an itemized invoice to Licensee's notice recipient listed in the "NOTICES" Article of this Agreement. Licensee shall pay to Licensor the total amount listed on such invoice within thirty (30) days of Licensee's receipt of such invoice.

Section 8. MODIFICATIONS TO LICENSEE'S FACILITIES.

A. This grant is subject to Licensor's safe and efficient operation of its railroad, and continued use and improvement of Railroad Property (collectively, "Railroad's Use"). Accordingly, Licensee shall, at its sole cost and expense, modify, reconstruct, repair, renew, revise, relocate, or remove (individually, "Modification", or collectively, "Modifications") all or any portion of Licensee's Facilities as Licensor may designate or identify, in its sole discretion, (i) in the furtherance of Railroad's Use, or (ii) as is necessary to ensure safe and reliable maintenance and operation of the facilities of Licensor and/or its tenants because of interference from Licensee's Facilities.

B. Upon any Modification of all or any portion of Licensee's Facilities to another location on Railroad Property, Licensor and Licensee shall execute a Supplemental Agreement to this Wireline Agreement to document the Modification(s) to Licensee's Facilities on Railroad Property. If the Modifications result in Licensee's Facilities moving off of Railroad Property, this Agreement will terminate upon Licensee's completion of such Modification(s) and all requirements contained within the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of this **Exhibit B**. Any such Modification(s) off of Railroad Property will not release Licensee from any liability or other obligation of Licensee arising prior to and upon completion of any such Modifications to the Licensee's Facilities.

Section 9. RESTORATION OF RAILROAD PROPERTY.

In the event Licensee, in any manner moves or disturbs any property of Licensor in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, then, Licensee shall, as soon as possible and at Licensee's sole cost and expense, restore Licensor's property to the same condition as the same were before such property was moved or disturbed.

Section 10. INDEMNITY.

A. Definitions. As used in this Section:

1. "Licensor" includes Licensor, its affiliates, its and their officers, directors, agents and employees, and other railroad companies using Railroad Property at or near the location of Licensee's installation and their officers, directors, agents, and employees.

2. "Licensee" includes Licensee and its agents, contractors, subcontractors, sub-subcontractors, employees, officers, and directors, or any other person or entity acting on its behalf or under its control.

3. "Loss" includes claims, suits, taxes, loss, damages (including punitive damages, statutory damages, and exemplary damages), costs, charges, assessments, judgments, settlements, liens, demands, actions, causes of action, fines, penalties, interest, and expenses of any nature, including court costs, reasonable attorneys' fees and expenses, investigation costs, and appeal expenses.

B. Licensee shall release, defend, indemnify, and hold harmless Licensor from and against any and all Loss, even if groundless, fraudulent, or false, that directly or indirectly arises out of or is related to Licensee's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, removal, presence, use, or operation of Licensee's Facilities, including, but not limited to, any actual or alleged:

1. Bodily harm or personal injury (including any emotional injury or disease) to, or the death of, any person(s), including, but not limited to, Licensee, Licensor, any telecommunications company, or the agents, contractors, subcontractors, sub-subcontractors, or employees of the foregoing;

2. Damage to or the disturbance, loss, movement, or destruction of Railroad Property, including loss of use and diminution in value, including, but not limited to, any telecommunications system(s) or fiber optic cable(s) on or near Railroad Property, any property of Licensee or Licensor, or any property in the care, custody, or control of Licensee or Licensor;

3. Removal of person(s) from Railroad Property;

4. Any delays or interference with track or Railroad's Use caused by Licensee's activity(ies) on Railroad Property, including without limitation the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities or any part thereof, any activities, labor, materials, equipment, or machinery in conjunction therewith;

5. Right(s) or interest(s) granted pursuant to this Agreement;

6. Electrical interference or other types of interference created or caused by or escaping from Licensee's Facilities;

7. Licensee's breach of this Agreement or failure to comply with its provisions, including, but not limited to, any violation or breach by Licensee of any representations and warranties Licensee has made in this Agreement; and

8. Violation by Licensee of any law, statute, ordinance, governmental administrative order, rule, or regulation, including without limitation all applicable Federal Railroad Administration regulations.

C. THE FOREGOING OBLIGATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW FOR THE BENEFIT OF LICENSOR TO LOSSES CAUSED BY, ARISING FROM, RELATING TO, OR RESULTING FROM, IN WHOLE OR IN PART, THE NEGLIGENCE OF LICENSOR, AND SUCH NEGLIGENCE OF LICENSOR SHALL NOT LIMIT, DIMINISH, OR PRECLUDE LICENSEE'S OBLIGATIONS TO LICENSOR IN ANY RESPECT. NOTWITHSTANDING THE FOREGOING, SUCH OBLIGATION TO INDEMNIFY LICENSOR SHALL NOT APPLY TO THE EXTENT THE LOSS IS CAUSED BY THE SOLE, ACTIVE AND DIRECT NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF LICENSOR AS DETERMINED IN A FINAL JUDGMENT BY A COURT OF COMPETENT JURISDICTION.

Section 11. TERMINATION; REMOVAL OF LICENSEE'S FACILITIES.

A. If Licensee does not use the right herein granted on Licensee's Facilities for one (1) year, or if Licensee continues in default in the performance of any provision of this Agreement for a period of thirty (30) days after written notice from Licensor to Licensee specifying such default, Licensor may, at its sole discretion, terminate this Agreement by written notice to Licensee at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

B. In addition to the provisions of Paragraph "A" above, this Agreement may be terminated by written notice given by either party, without cause, upon thirty (30) days written notice to the non-terminating party at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section

found below.

C. Prior to the effective date of any termination described in this Section, Licensee shall submit an application to Licensor's online at this link, for Licensee's removal, or if applicable, abandonment in place of Licensee's Facilities located underground on Railroad Property ("Removal/Abandonment Work"). Upon the UP Engineering Representative's approval of Licensee's application for the Removal/Abandonment Work, Licensor and Licensee shall execute a separate consent document that will govern Licensee's performance of the Removal/Abandonment Work from those portions of Railroad Property not occupied by roadbed and/or trackage ("Consent Document"). Licensee shall then restore the impacted Railroad Property to the same or reasonably similar condition as it was prior to Licensee's installation of Licensee's Facilities.
For purposes of this Section, Licensee's (i) performance of the Removal/Abandonment Work, and (ii) restoration work will hereinafter be collectively referred to as the "Restoration Work".

D. Following Licensee's completion of the Restoration Work, Licensee shall provide a written certification letter to Licensor at the address listed in the "NOTICES" Article of this Agreement which certifies that the Restoration Work has been completed in accordance with the Consent Document. Licensee shall report to governmental authorities, as required by law, and notify Licensor immediately if any environmental contamination is discovered during Licensee's performance of the Restoration Work. Upon discovery, the Licensee shall initiate any and all removal, remedial and restoration actions that are necessary to restore the property to its original, uncontaminated condition. Licensee shall provide written certification to Licensor at the address listed in the "NOTICES" Article of this Agreement that environmental contamination has been remediated and the property has been restored in accordance with Licensor's requirements. Upon Licensor's receipt of Licensee's restoration completion certifications, this Agreement will terminate.

E. In the event that Licensee fails to complete any of the Restoration Work, Licensor may, but is not obligated, to perform the Restoration Work. Any such work actually performed by Licensor will be at the cost and expense of Licensee. In the event that Licensor performs any of the Restoration Work, Licensee shall release Licensor from any and all Loss (defined in the "INDEMNITY" Section of this **Exhibit B**) arising out of or related to Licensor's performance of the Restoration Work.

F. Termination of this Agreement for any reason will not affect any of rights or obligations of the parties which may have accrued, or liabilities or Loss (defined in the "INDEMNITY" Section of this **Exhibit B)**, accrued or otherwise, which may have arisen prior to such termination.

Approved: Insurance Group
Created: 5/19/18
Last Modified: 05/19/18
Form Approved, AVP-Law

EXHIBIT C

INSURANCE REQUIREMENTS

In accordance with Article 5 of this Agreement, Licensee shall (1) procure and maintain at its sole cost and expense, or (2) require its Contractor(s) to procure and maintain, at their sole cost and expense, the following insurance coverage:

A. Commercial General Liability Insurance. Commercial general liability (CGL) with a limit of not less than $2,000,000 each occurrence and an aggregate limit of not less than $4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- "Contractual Liability Railroads" ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

B. Business Automobile Coverage Insurance. Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a limit of not less $2,000,000 for each accident, and coverage must include liability arising out of any auto (including owned, hired, and non-owned autos).

The policy must contain the following endorsements, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- "Coverage For Certain Operations In Connection With Railroads" ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.

C. Workers' Compensation and Employers' Liability Insurance. Coverage must include but not be limited to:

- Licensee's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.

- Employers' Liability (Part B) with limits of at least $500,000 each accident, $500,000 disease policy limit $500,000 each employee.

If Licensee is self-insured, evidence of state approval and excess workers' compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

D. Railroad Protective Liability Insurance. Licensee must maintain for the duration of work "Railroad Protective Liability" insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Licensor only as named insured, with a limit of not less than $2,000,000 per occurrence and an aggregate of $6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this Agreement. Notwithstanding the

foregoing, Licensee does not need Railroad Protective Liability Insurance after its initial construction work is complete and all excess materials have been removed from Licensor's property; PROVIDED, however, that Licensee shall procure such coverage for any subsequent maintenance, repair, renewal, modification, reconstruction, or removal work on Licensee's Facilities.

The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this Agreement.

E. **Umbrella or Excess Insurance**. If Licensee utilizes umbrella or excess policies, and these policies must "follow form" and afford no less coverage than the primary policy.

Other Requirements

F. All policy(ies) required above (except worker's compensation and employers' liability) must include Licensor as "Additional Insured" using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage). The coverage provided to Licensor as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26, and CA 20 48 provide coverage for Licensor's negligence whether sole or partial, active or passive, and shall not be limited by Licensee's liability under the indemnity provisions of this Agreement.

G. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this Agreement, or (b) all punitive damages are prohibited by all states in which this Agreement will be performed.

H. Licensee waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Licensor and its agents, officers, directors and employees for damages covered by the workers' compensation and employers' liability or commercial umbrella or excess liability obtained by Licensee required in this Agreement, where permitted by law. This waiver must be stated on the certificate of insurance.

I. All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.

J. The fact that insurance is obtained by Licensee or by Licensor on behalf of Licensee will not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Licensor from Licensee or any third party will not be limited by the amount of the required insurance coverage.

CITY OF CARSON

701 East Carson Street

Report to Honorable Mayor and City Council

Tuesday, August 4, 2026, 5:00 PM

CONSENT 20.

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 PURCHASE AGREEMENT WITH ROADLINE PRODUCTS INC., U.S.A. FOR THE AS-NEEDED PURCHASE OF PAVEMENT MARKING PAINT, TRAFFIC SIGN MATERIALS, SIGN EQUIPMENT, AND RELATED SUPPLIES FOR THE PUBLIC WORKS DEPARTMENT (CITY COUNCIL)

I. SUMMARY

The Public Works Department's Signs and Street Markings Crew is responsible for maintaining the City's roadway safety infrastructure, including high-visibility crosswalks, lane lines, pavement legends, painted curbs, and traffic signs. These improvements help enhance public safety, improve traffic flow, support regulatory compliance, and preserve the City's transportation infrastructure for motorists, pedestrians, and cyclists.

On November 7, 2023, the City Council approved a Purchase Agreement with Roadline Products Inc., U.S.A. ("Roadline") for the as-needed purchase of pavement marking paint, paint supplies, traffic sign materials, sign fabrication equipment, and related supplies. The agreement was approved for an initial three-year term in an amount not to exceed $600,000 and included two optional one-year extensions at the City's discretion.

Staff recommends that the City Council approve Amendment No. 1 to exercise the first one-year extension option. Approval of the amendment will ensure the Public Works Department maintains a reliable supply of materials necessary to support ongoing pavement marking and traffic sign maintenance operations, while ensuring that roadway markings continue to meet applicable federal and state visibility and safety standards. The amendment will also help prevent supply shortages during the City's busiest spring and summer striping season and support the continued fabrication and installation of signs featuring the City's new branding. If approved, the amendment will increase the agreement by $200,000, resulting in a revised contract amount not to exceed $800,000, and extend the contract term through November 15, 2027.

II. RECOMMENDATION

TAKE the following actions:

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

III. ALTERNATIVES

TAKE any other action the City Council deems appropriate, and consistent with the requirements of the law.

IV. BACKGROUND

The Public Works Department's Maintenance Division, through its Signs and Street Markings Crew, is responsible for installing, maintaining, and replacing traffic signs and pavement markings throughout the City. These improvements include crosswalks, lane lines, directional arrows, roadway legends, painted curbs, speed bumps, parking lot striping, and other traffic control markings that help guide motorists, pedestrians, and cyclists safely through the City's transportation system. The crew also repairs damaged signs and installs new regulatory, warning, and informational signs to ensure the City's streets remain safe, clearly marked, and compliant with applicable traffic standards.

To improve efficiency and reduce reliance on outside contractors, the City has invested in specialized equipment, including a modern pavement striping truck and a digital traffic sign printer. These investments allow City staff to perform a greater portion of pavement marking and sign fabrication work in-house, resulting in faster response times, improved service delivery, and long-term cost savings. Maintaining the City's roadway safety infrastructure requires a consistent supply of specialized paint, reflective materials, sign blanks, hardware, and related traffic control products. These materials are used to maintain approximately 100,000 linear feet of red curbs, 5,000 linear feet of blue curbs, 477 speed bumps, numerous parking lots, crosswalks, stop bars, lane markings, and other traffic control features throughout the City. Routine maintenance of these improvements is essential to preserve visibility, improve traffic safety, support Americans with Disabilities Act (ADA) accessibility requirements where applicable, and provide clear guidance to motorists and pedestrians.

In addition to maintaining existing traffic control devices, these materials will support the City's ongoing efforts to replace and fabricate signs featuring the City's new brand identity. Producing these signs in-house will improve consistency throughout the community while allowing the City to complete replacements more efficiently and cost-effectively. To establish a reliable source for these specialized materials, the City issued Invitation for Bids (IFB) No. 23-10 on August 31, 2023, seeking qualified vendors to provide pavement marking paint, paint supplies, traffic sign materials, sign fabrication equipment, and related products. Two bids were received in response to the solicitation. After evaluating the bids, staff determined that Roadline Products submitted the lowest responsive and responsible bid.

On November 7, 2023, the City Council approved a Purchase Agreement with Roadline Products in an amount not to exceed $600,000 for an initial three-year term, with two optional one-year extensions. The agreement has enabled the City to maintain an uninterrupted supply of critical traffic safety materials while supporting efficient in-house maintenance operations.

The initial contract term is approaching completion, and staff recommends exercising the first one-year extension option in the amount of $200,000. Approving Amendment No. 1 will ensure the City maintains a reliable inventory of paint, sign materials, and related supplies needed to support daily maintenance operations and avoid potential supply shortages during the high-demand spring and summer pavement striping season. The amendment will also provide the materials necessary to continue fabricating and installing signs that incorporate the City's new branding, further supporting a consistent and professional appearance throughout the community. Consequently, staff believes exercising the extension option is in the City's best interest because it provides continuity of service, avoids the risk of material shortages, supports ongoing public safety operations, and allows the City to continue leveraging competitively bid pricing under the existing agreement.

V. FISCAL IMPACT

On November 7, 2023, the City Council approved a Purchase Agreement with Roadline Products to provide pavement marking paint, paint supplies, traffic sign materials, sign fabrication equipment, and related supplies in an amount not to exceed $600,000 for an initial three-year term, with two optional one-year extension periods. Staff is requesting approval of Amendment No. 1 to exercise the first one-year extension option. If approved, the amendment will increase the contract authority by $200,000, resulting in a revised total contract amount not to exceed $800,000, and extend the agreement through November 15, 2027. The additional contract authority will ensure the City maintains a reliable supply of materials needed to support ongoing pavement marking, traffic sign maintenance, and sign fabrication activities throughout the City. Funding for the proposed amendment is included in the adopted Fiscal Year 2026-27 General Fund Operating Budget within the Public Works Sign Maintenance Supplies Account (No. 101-80-840-280-6009). Because sufficient funding has already been appropriated, no additional budget appropriation is required.

VI. EXHIBITS

1. Roadline Purchase Agreement
2. Proposed Amendment No. 1 to Roadline Agreement

Attachments

Exhibit 1. Roadline Purchase Agreement

Exhibit 2. (Roadline) Amendment No. 1 to Purchase Agreement

PURCHASE AGREEMENT
BY AND BETWEEN
THE CITY OF CARSON AND
ROADLINE PRODUCTS, INC. U.S.A.

THIS PURCHASE AGREEMENT ("Agreement") is executed this 16th day of November, 2023 ("Effective Date"), by and between the CITY OF CARSON, a California municipal corporation ("City"), and Roadline Products, Inc., U.S.A., a Kansas corporation ("Seller"). City and Seller may be referred to, sometimes individually or collectively, as "Party" or "Parties."

1. **Purchase and Sale of Goods.** On and subject to the terms and conditions set forth in this Agreement, Seller agrees to sell and deliver to City and City agrees to purchase and accept from Seller certain paint, paint supplies, sign equipment and related supplies described herein and specified in Exhibit "A" attached hereto and incorporated herein by this reference ("Goods"), for the total purchase price ("Purchase Price") set forth in Section 3.

2. **Description of Goods.** The Goods being sold by Seller to City consists of the paint, paint supplies, sign equipment and related supplies, as described herein and as specified in Exhibit "A."

3. **Purchase Price.** The total Purchase Price which City agrees to pay to Seller for purchase and sale of the Goods and their delivery is not to exceed Two Hundred Thousand Dollars and Zero Cents **($200,000.00)** per year, for a period of three (3) years following a Notice to Proceed issued by City's Contract Officer, with the total Purchase Price for the Goods not to exceed Six Hundred Thousand Dollars and Zero Cents **($600,000.00)**, as provided in further detail in Exhibit "A." Directions regarding deliveries, including but not limited to, those that concern timing, frequency, which Goods are to be delivered and the volume of the same, shall be given by the Contract Officer, The Parties will also abide by the terms of Sections 6 and 7 with regards to deliveries.

4. **Term.** The term ("Term") of this Agreement shall expire after City's acceptance of the Goods delivered as part of the final delivery during the third year following issuance of the Notice to Proceed, estimated to occur in 2026. and City's payment therefor following Seller's submission of the requisite invoice, and subject to the any applicable warranty of the Goods. The City may elect, at its sole discretion, to extend the Term by two (2) one-year terms.

5. **Representations and Warranties of Seller.** Seller makes the following representations and warranties to City:

5.1. Authority and Consents. Seller has the right, power, legal capacity and authority to enter into and perform its obligations under this Agreement. No approvals or consents of any persons are necessary in connection with Seller's execution, delivery, and performance of this Agreement, except for such as have been obtained on or prior to the date hereof. The execution, delivery, and performance of this Agreement by Seller have been duly authorized by all necessary action on the part of Seller and constitute the legal, valid and binding obligations of Seller, enforceable against Seller in accordance with their respective terms.

5.2. Title and Operating Condition. Seller has good and marketable title to the Goods or is otherwise legally permitted to sell the Goods. The Goods are free and clear of any restrictions on or conditions to transfer or assignment, and City will acquire absolute title to the Goods free and clear of mortgages, liens, pledges, charges, encumbrances, equities, claims, covenants, conditions and restrictions except for such as may be created or granted by City. The Goods are in conformity with the manufacturer's specifications, descriptions, representations and warranties. Seller is aware that City is purchasing the Goods for use in City's operations and that City is relying on Seller's warranties that the Goods are fit for this purpose and the ordinary purposes for which the Goods are normally used.

6. Time of Delivery. The date and time of delivery of the Goods shall be as directed by City's Contract Officer and deliveries shall be made during City's business hours which are Monday through Thursday 7:00 am to 3:30 pm. unless otherwise directed by the Contract Officer.

7. Place of Delivery. The Goods shall be delivered to:

CITY OF CARSON - BUILDING B
18620 S. BROADWAY
RECEIVING WAREHOUSE
CARSON CA 90248

8. Title and Risk of Loss; Payment and Invoicing. Title to and the risk of loss, damage and destruction of the Goods shall remain with the Seller until after inspection and acceptance of the Goods by City, and payment by City of the Purchase Price. Seller shall invoice City in the amount of the Purchase Price for purchase of the Goods, and City shall remit payment by no later than forty-five (45) days after City's acceptance of the Goods.

9. Inspection. After delivery of the Goods, City shall inspect the Goods within a reasonable time not to exceed thirty (30) days and provide written notice to the Seller specifying any defects or other objections, unless City intends to accept the Goods in whole, in which case no notice will be necessary. Acceptance of the Goods, whether in whole or in part, shall not be deemed a waiver of any defects identified by the City, nor any defects later discovered by the City, and specified to the Seller in writing.

10. No Replacements or Cures. This Agreement calls for strict compliance. Seller expressly agrees that both the Goods tendered and the tender itself will conform fully to the terms and conditions of the Agreement on the original tender. In the event of rejection by City of the whole of the Goods or any part thereof, City may, but is not required to, accept any substitute performance from Seller or engage in subsequent efforts to effect a cure of the original tender by Seller.

11. Insurance Coverages.

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

(a) **Commercial General Liability Insurance**. A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than $1,000,000.00 per occurrence or if a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract/location, or the general aggregate limit shall be twice the occurrence limit.

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

(c) **Automotive Insurance.** A policy of comprehensive automobile liability insurance written on a per occurrence basis for bodily injury and property damage in an amount not less than either (i) bodily injury liability limits of $100,000 per person and $300,000 per occurrence and property damage liability limits of $150,000 per occurrence or (ii) combined single limit liability of $1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars, and any other automobile.

(d) **Subcontractors.** Seller shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

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

11.2 General Insurance Requirements. All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Seller's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. The insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, Seller shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section to the Contract Officer. No work or services under this Agreement shall commence until Seller has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City. The insurance

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

12. Indemnification. Seller agrees to defend, indemnify, protect and hold harmless the City, its officers, officials, employees, agents and volunteers from and against any and all claims, demands, losses, damages, costs and liability of any kind or nature (including reasonable attorney's fees) which the City, its officers, officials, employees, agents or volunteers may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property (i) arising out of or from the Goods or delivery of the Goods, and (ii) to the extent arising from (a) Seller's negligent acts, omissions or willful misconduct, (b) Seller's ownership or possession of the Goods during any period ending on or prior to the Effective Date, (c) Seller's replacement of the Goods or any part thereof pursuant to this Agreement, and (d) Seller's breach of any of its representations, warranties or covenants under this Agreement.

13. Remedies. The remedies and rights conferred on the City by this Agreement are in addition to and cumulative with all other remedies and rights accorded the City under law or equity. Without limiting the generality of the foregoing, Seller agrees that if there is any defect in the Goods, as determined in City's sole and absolute discretion, and upon written notice thereof given to Seller, Seller shall replace the defective Goods without delay or cost to the City. In the event of Seller's failure to replace the Goods within ten (10) calendar days after being notified of such defects, City is hereby authorized to contract with another party for the purchase of replacement of Goods, and Seller shall reimburse City for all such costs immediately upon demand.

14. Survival of Representations and Warranties. All representations, warranties, covenants and agreements of the Parties contained in this Agreement shall survive the execution, delivery and performance of this Agreement.

15. Assignment. This Agreement may not be assigned by Seller without the express written consent of City. This Agreement shall be binding on, and shall inure to the benefit of, the Parties to it and their respective heirs, legal representatives, successors and assigns. All Goods manufacturer's warranties shall be assigned to and turned over to the City.

16. Severability. If any provision of this Agreement is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the Parties that all other provisions of this Agreement be construed to remain fully valid, enforceable, and binding on the Parties.

17. Entire Agreement: Modification: Waiver. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and thereof and supersedes all prior and contemporaneous agreements, representations and understandings of the Parties, whether oral or written. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all the Parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.

18. Contract Officer. Raymond Velasco, Public Works Operations Manager, or such person as may be designated by the City Manager is hereby designated as being the representative of the City authorized to act on its behalf with respect to this Agreement and to make all decisions in connection therewith ("Contract Officer").

19. Notices. All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the Party to whom notice is to be given, or on the third day after mailing if mailed to the Party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, and properly addressed as follows:

To Seller at: Roadline Products, Inc. U.S.A.
13055 Tom White Way, Suite E
Norwalk, CA 90650
Attn: Scott Givens, President

To City at: City of Carson
701 East Carson Street
Carson, CA 90745
Attn: City Manager

Any Party may change its address for purposes of this paragraph by giving the other Party written notice of the new address in the manner set forth above.

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

Seller's Authorized Initials _____

21. Effects of Headings. The subject headings of the sections and subsections of this Agreement are included for convenience only and shall not affect or be considered in the construction or interpretation of any of its provisions.

22. Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile and electronic signatures shall be deemed the same as original signatures.

23. Governing Law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California as applied to contracts that are executed and performed entirely in California.

24. Termination. City may terminate this Agreement for any reason whatsoever, prior to delivery of the Goods and City's payment of the Purchase Price therefor as set forth herein.

25. Venue. All proceedings involving disputes over the terms, provisions, covenants or conditions contained in this Agreement and all proceedings involving any enforcement action related to this Agreement shall be initiated and conducted in the applicable court or forum in Los Angeles County, California.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties to this Agreement have duly executed in on the day and year first above written.

CITY:

CITY OF CARSON, a municipal corporation

Lula Davis-Holmes, Mayor

ATTEST:

Dr. Khaleah R. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[rjl]

SELLER:

ROADLINE PRODUCTS, INC. U.S.A.,
a Kansas corporation

Name: Scott Givens
Title: President

Name: Ann Ure
Title: Secretary

Two corporate officer signatures required when Seller is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. SELLER'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 SELLER'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 Nov. 16, 2023 before me, Jaasé ElleeseSmith, Notary Public, personally appeared Scott Givens, 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: _____

JAASE ELLEESE SMITH
Notary Public - California
Los Angeles County
Commission # 2403547
My Comm. Expires May 25, 2026

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

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

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

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

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 Nov. 16, 2023 before me, Jaase Elleese Smith, Notary Public, personally appeared Ann Ure, 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: _____

JAASE ELLEESE SMITH
Notary Public - California
Los Angeles County
Commission # 2403547
My Comm. Expires May 25, 2026

OPTIONAL

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_____
TITLE(S)

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

_____

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

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT A

DESCRIPTION OF GOODS AND PRICING

SEE ATTACHED

Bid Results

Bidder Details

Vendor Name	Roadline Products
Address	13055 Tom White Way Suite E Norwalk, California 90650 United States
Respondee	Scott Givens
Respondee Title	President
Phone	562-404-8889
Email	scott@roadlineproducts.com
Vendor Type	DGS, CAU
License #	

Bid Detail

Bid Format	Electronic
Submitted	09/12/2023 2:22 PM (PDT)
Delivery Method	7-10 Days
Bid Responsive	
Bid Status	Submitted
Confirmation #	345126

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
response.pdf	response.pdf	Response File
non collusion.pdf	non collusion.pdf	AFFIDAVIT OF NON-COLLUSION AND NON-DISCRIMINATION
federal lobbyist.pdf	federal lobbyist.pdf	AFFIDAVIT OF NON FEDERAL LOBBYIST REQUIREMENTS
cert of compliance.pdf	cert of compliance.pdf	CERTIFICATE OF COMPLIANCE WITH LABOR CODE SECTION 3700
client ref.pdf	client ref.pdf	CLIENT REFERENCE LIST
dept and susp cert.pdf	dept and susp cert.pdf	DEBARMENT AND SUSPENSION CERTIFICATION
Instructions for bid.pdf	Instructions for bid.pdf	INSTRUCTIONS FOR ENTERING ELECTRONIC BIDS
w9.pdf	w9.pdf	W-9

Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
Imported Items							$12,940.5000		
1			Paint Stencils - 8' Letters or Numbers	EA	1	$175.0000	$175.0000	Yes	
2			Shipping & Delivery	EA	1	$0.0000	$0.0000	Yes	
3			SAMPLE - Paint Stencils - 8' Letters or Numbers	EA	1	$0.0000	$0.0000	Yes	
4			SAMPLE - Shipping & Delivery	EA	1	$0.0000	$0.0000	Yes	
5			Hose Reels - Spring Mounted for Stencil Truck	EA	1	$650.0000	$650.0000	Yes	American Reeling Model Hose Reel
6			Shipping & Delivery	EA	1	$0.0000	$0.0000	Yes	
7			SAMPLE - Hose Reels - Spring Mounted for Stencil Truck	EA	1	$0.0000	$0.0000	Yes	
8			SAMPLE - Shipping & Delivery	EA	1	$0.0000	$0.0000	Yes	
9			200' Airless Paint Hose - 3300 PSI Rated	EA	1	$475.0000	$475.0000	Yes	
10			Shipping & Delivery	EA	1	$0.0000	$0.0000	Yes	
11			SAMPLE - 200' Airless Paint Hose - 3300 PSI Rated	EA	1	$0.0000	$0.0000	Yes	
12			SAMPLE - Shipping & Delivery	EA	1	$0.0000	$0.0000	Yes	
13			Graco Rae 5 Paint Tips	EA	1	$39.0000	$39.0000	Yes	
14			Shipping & Delivery	EA	1	$0.0000	$0.0000	Yes	
15			SAMPLE - Graco Rae 5 Paint Tips	EA	1	$0.0000	$0.0000	Yes	
16			SAMPLE - Shipping & Delivery	EA	1	$0.0000	$0.0000	Yes	
17			Gun Swivels	EA	1	$43.0000	$43.0000	Yes	
18			Shipping & Delivery	EA	1	$0.0000	$0.0000	Yes	
19			SAMPLE - Gun Swivels	EA	1	$0.0000	$0.0000	Yes	
20			SAMPLE - Shipping & Delivery	EA	1	$0.0000	$0.0000	Yes	
21			Piston Lube 8oz Size	EA	1	$7.0000	$7.0000	Yes	
22			Shipping & Delivery	EA	1	$0.0000	$0.0000	Yes	
23			SAMPLE - Piston Lube 8oz Size	EA	1	$0.0000	$0.0000	Yes	
24			Shipping & Delivery	EA	1	$0.0000	$0.0000	Yes	
25			Zip Tips	EA	1	$35.0000	$35.0000	Yes	
26			Shipping & Delivery	EA	1	$0.0000	$0.0000	Yes	
27			SAMPLE - Zip Tips	EA	1	$0.0000	$0.0000	Yes	
28			SAMPLE - Shipping & Delivery	EA	1	$0.0000	$0.0000	Yes	
29			Traffic Paint - White (5 Gallon)	EA	1	$80.0000	$80.0000	Yes	
30			Shipping & Delivery	EA	1	$20.0000	$20.0000	Yes	
31			SAMPLE - Traffic Paint - White (5 Gallon)	EA	1	$0.0000	$0.0000	Yes	
32			SAMPLE - Shipping & Delivery	EA	1	$0.0000	$0.0000	Yes	
33			Traffic Paint - Red (5 Gallon)	EA	1	$110.0000	$110.0000	Yes	
34			Shipping & Delivery	EA	1	$20.0000	$20.0000	Yes	
35			SAMPLE - Traffic Paint - Red (5 Gallon)	EA	1	$0.0000	$0.0000	Yes	
36			SAMPLE - Shipping & Delivery	EA	1	$0.0000	$0.0000	Yes	
37			Traffic Paint - Black (5 Gallon)	EA	1	$80.0000	$80.0000	Yes	
38			Shipping & Delivery	EA	1	$20.0000	$20.0000	Yes	
39			SAMPLE - Traffic Paint - Black (5 Gallon)	EA	1	$0.0000	$0.0000	Yes	
40			SAMPLE - Shipping & Delivery	EA	1	$0.0000	$0.0000	Yes	
41			Glass Beads - (50 lb Bag)	EA	1	$40.0000	$40.0000	Yes	
42			Shipping & Delivery	EA	1	$20.0000	$20.0000	Yes	
43			SAMPLE - Glass Beads - (50 lb Bag)	EA	1	$0.0000	$0.0000	Yes	
44			SAMPLE - Shipping & Delivery	EA	1	$0.0000	$0.0000	Yes	
45			Stencil Coat (Gallon)	EA	1	$77.0000	$77.0000	Yes	
46			Shipping & Delivery	EA	1	$20.0000	$20.0000	Yes	
47			SAMPLE - Stencil Coat (Gallon)	EA	1	$0.0000	$0.0000	Yes	
48			SAMPLE - Shipping & Delivery	EA	1	$0.0000	$0.0000	Yes	
49			Traffic Paint - White (55 Gallon)	EA	1	$850.0000	$850.0000	Yes	

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
50			Shipping & Delivery	EA	1	$20.0000	$20.0000	Yes	
51			SAMPLE - Traffic Paint - White (55 Gallon)	EA	1	$0.0000	$0.0000	Yes	
52			SAMPLE - Shipping & Delivery	EA	1	$0.0000	$0.0000	Yes	
53			Traffic Paint - Yellow (55 Gallon)	EA	1	$865.0000	$865.0000	Yes	
54			Shipping & Delivery	EA	1	$20.0000	$20.0000	Yes	
55			SAMPLE - Traffic Paint - Yellow (55 Gallon)	EA	1	$0.0000	$0.0000	Yes	
56			SAMPLE - Shipping & Delivery	EA	1	$0.0000	$0.0000	Yes	
57			Traffic Paint - Red (55 Gallon)	EA	1	$1,105.0000	$1,105.0000	Yes	
58			Shipping & Delivery	EA	1	$20.0000	$20.0000	Yes	
59			SAMPLE - Traffic Paint - Red (55 Gallon)	EA	1	$0.0000	$0.0000	Yes	
60			SAMPLE - Shipping & Delivery	EA	1	$0.0000	$0.0000	Yes	
61			Traffic Paint - Black (55 Gallon)	EA	1	$865.0000	$865.0000	Yes	
62			Shipping & Delivery	EA	1	$20.0000	$20.0000	Yes	
63			SAMPLE - Traffic Paint - Black (55 Gallon)	EA	1	$0.0000	$0.0000	Yes	
64			Shipping & Delivery	EA	1	$0.0000	$0.0000	Yes	
65			12' x 2" Perforated Square Posts	EA	1	$62.0000	$62.0000	Yes	
66			Shipping & Delivery	EA	1	$20.0000	$20.0000	Yes	
67			SAMPLE - 12' x 2" Perforated Square Posts	EA	1	$0.0000	$0.0000	Yes	
68			SAMPLE - Shipping & Delivery	EA	1	$0.0000	$0.0000	Yes	
69			10' x 2" Perforated Square Posts	EA	1	$58.0000	$58.0000	Yes	
70			Shipping & Delivery	EA	1	$20.0000	$20.0000	Yes	
71			SAMPLE - 10' x 2" Perforated Square Posts	EA	1	$0.0000	$0.0000	Yes	
72			SAMPLE - Shipping & Delivery	EA	1	$0.0000	$0.0000	Yes	
73			Anchors for Square Posts - 2 1/4" x 24"	EA	1	$35.0000	$35.0000	Yes	
74			Shipping & Delivery	EA	1	$0.0000	$0.0000	Yes	
75			SAMPLE -nchors for Square Posts - 2 1/4" x 24"	EA	1	$0.0000	$0.0000	Yes	
76			SAMPLE - Shipping & Delivery	EA	1	$0.0000	$0.0000	Yes	
77			Street Sign Blanks - 30x9 - Flat Balde	EA	1	$29.0000	$29.0000	Yes	
78			Shipping & Delivery	EA	1	$0.0000	$0.0000	Yes	
79			SAMPLE - Street Sign Blanks - 30x9 - Flat Balde	EA	1	$0.0000	$0.0000	Yes	
80			SAMPLE - Shipping & Delivery	EA	1	$0.0000	$0.0000	Yes	
81			Street Sign Blanks - 36x9 - Flat Blade	EA	1	$31.0000	$31.0000	Yes	
82			Shipping & Delivery	EA	1	$0.0000	$0.0000	Yes	
83			SAMPLE - Street Sign Blanks - 36x9 - Flat Blade	EA	1	$0.0000	$0.0000	Yes	
84			SAMPLE - Shipping & Delivery	EA	1	$0.0000	$0.0000	Yes	
85			Street Sign Blanks - 48x9 - Flat Blade Sign Blank - 12x18	EA	1	$35.0000	$35.0000	Yes	
86			Shipping & Delivery	EA	1	$0.0000	$0.0000	Yes	
87			SAMPLE - Street Sign Blanks - 48x9 - Flat Blade Sign Blank - 12x18S	EA	1	$0.0000	$0.0000	Yes	
88			SAMPLE - Shipping & Delivery	EA	1	$0.0000	$0.0000	Yes	
89			Sign Blank - 12"x24"	EA	1	$25.0000	$25.0000	Yes	
90			Shipping & Delivery	EA	1	$0.0000	$0.0000	Yes	
91			SAMPLE - Sign Blank - 12"x24"	EA	1	$0.0000	$0.0000	Yes	
92			SAMPLE - Shipping & Delivery	EA	1	$0.0000	$0.0000	Yes	
93			Sign Blank - 12"x24"	EA	1	$25.0000	$25.0000	Yes	
94			Shipping & Delivery	EA	1	$0.0000	$0.0000	Yes	
95			SAMPLE - Sign Blank - 12"x24"	EA	1	$0.0000	$0.0000	Yes	
96			SAMPLE - Shipping & Delivery	EA	1	$0.0000	$0.0000	Yes	
97			Sign Blank - 24"x24"	EA	1	$36.0000	$36.0000	Yes	
98			Shipping & Delivery	EA	1	$0.0000	$0.0000	Yes	
99			SAMPLE - Sign Blank 24"x24"	EA	1	$0.0000	$0.0000	Yes	

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
100			SAMPLE - Shipping & Delivery	EA	1	$0.0000	$0.0000	Yes	
101			Sign Blank - 30"x30"	EA	1	$48.0000	$48.0000	Yes	
102			Shipping & Delivery	EA	1	$0.0000	$0.0000	Yes	
103			SAMPLE - Sign Blank - 30"x30"	EA	1	$0.0000	$0.0000	Yes	
104			SAMPLE - Shipping & Delivery	EA	1	$0.0000	$0.0000	Yes	
105			3/8" Rivets - Bag of 100	EA	1	$99.0000	$99.0000	Yes	
106			Shipping & Delivery	EA	1	$0.0000	$0.0000	Yes	
107			SAMPLE - 3/8" Rivets - Bag of 100	EA	1	$0.0000	$0.0000	Yes	
108			SAMPLE - Shipping & Delivery	EA	1	$0.0000	$0.0000	Yes	
109			HIP Sheeting - 48"x50'	EA	1	$1,375.0000	$1,375.0000	Yes	
110			Shipping & Delivery	EA	1	$0.0000	$0.0000	Yes	
111			SAMPLE - HIP Sheeting - 48"x50'	EA	1	$0.0000	$0.0000	Yes	
112			SAMPLE - Shipping & Delivery	EA	1	$0.0000	$0.0000	Yes	
113			Engineer Grade Sheeting - 48"x 50'	EA	1	$850.0000	$850.0000	Yes	
114			Shipping & Delivery	EA	1	$0.0000	$0.0000	Yes	
115			SAMPLE - Engineer Grade Sheeting - 48"x 50'	EA	1	$0.0000	$0.0000	Yes	
116			SAMPLE - Shipping & Delivery	EA	1	$0.0000	$0.0000	Yes	
117			Graffiti Overlay Sheeting - 48"x50'	EA	1	$1,385.0000	$1,385.0000	Yes	
118			Shipping & Delivery	EA	1	$0.0000	$0.0000	Yes	
119			Graffiti Overlay Sheeting - 48"x50'	EA	1	$1,385.0000	$1,385.0000	Yes	
120			SAMPLE - Shipping & Delivery	EA	1	$0.0000	$0.0000	Yes	
121			Avery Printer Inks - (black, yellow, blue, magenta, red, green brown)	EA	1	$440.0000	$440.0000	Yes	
122			Shipping & Delivery	EA	1	$0.0000	$0.0000	Yes	
123			SAMPLE - Avery Printer Inks)black, yellow, blue, magenta, red, green brown)	EA	1	$0.0000	$0.0000	Yes	
124			SAMPLE - Shipping & Delivery	EA	1	$0.0000	$0.0000	Yes	
125			Post Base Plate - 7"x7"	EA	1	$48.0000	$48.0000	Yes	
126			Shipping & Delivery	EA	1	$0.0000	$0.0000	Yes	
127			SAMPLE - Post Base Plate - "7x7"	EA	1	$0.0000	$0.0000	Yes	
128			SAMPLE - Shipping & Delivery	EA	1	$0.0000	$0.0000	Yes	
129			Band-It - 3/4"x100"	EA	1	$125.0000	$125.0000	Yes	
130			Shipping & Delivery	EA	1	$0.0000	$0.0000	Yes	
131			SAMPLE - Band-It - 3/4"x100	EA	1	$0.0000	$0.0000	Yes	
132			SAMPLE - Shipping & Delivery	EA	1	$0.0000	$0.0000	Yes	
133			Large Overhead Bracket	EA	1	$32.0000	$32.0000	Yes	
134			Shipping & Delivery	EA	1	$0.0000	$0.0000	Yes	
135			SAMPLE - Large Overhead Bracket	EA	1	$0.0000	$0.0000	Yes	
136			SAMPLE - Shipping & Delivery	EA	1	$0.0000	$0.0000	Yes	
137			Small Overhead Bracket	EA	1	$28.0000	$28.0000	Yes	
138			Shipping & Delivery	EA	1	$0.0000	$0.0000	Yes	
139			Small Overhead Bracket	EA	1	$28.0000	$28.0000	Yes	
140			SAMPLE - Shipping & Delivery	EA	1	$0.0000	$0.0000	Yes	
141			Overhead Sign Frame - Aluminum 72"18"	EA	1	$325.0000	$325.0000	Yes	
142			Shipping & Delivery	EA	1	$20.0000	$20.0000	Yes	
143			SAMPLE - Overhead Sign Frame - Aluminum 72"x18"	EA	1	$0.0000	$0.0000	Yes	
144			SAMPLE - Shipping & Delivery	EA	1	$0.0000	$0.0000	Yes	
145			Overhead Sign Frame - Aluminum 96"x18"	EA	1	$350.0000	$350.0000	Yes	
146			Shipping & Delivery	EA	1	$20.0000	$20.0000	Yes	
147			SAMPLE - Overhead Sign Frame - Aluminum 96x"18"	EA	1	$0.0000	$0.0000	Yes	
148			SAMPLE - Shipping & Delivery	EA	1	$0.0000	$0.0000	Yes	
149			4" Ceramic Marker	EA	1	$1.5000	$1.5000	Yes	

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
150			Shipping & Delivery	EA	1	$0.0000	$0.0000	Yes	
151			SAMPLE - 4" Ceramic Marker	EA	1	$0.0000	$0.0000	Yes	
152			SAMPLE - Shipping & Delivery	EA	1	$0.0000	$0.0000	Yes	
153			Type 1 Barricade	EA	1	$57.0000	$57.0000	Yes	
154			Shipping & Delivery	EA	1	$20.0000	$20.0000	Yes	
155			SAMPLE - Type 1 Barricade	EA	1	$0.0000	$0.0000	Yes	
156			SAMPLE - Shipping & Delivery	EA	1	$0.0000	$0.0000	Yes	
157			K Marker - 3'	EA	1	$39.0000	$39.0000	Yes	Includes Tube and Base
158			Shipping & Delivery	EA	1	$0.0000	$0.0000	Yes	
159			SAMPLE - K Marker - 3'	EA	1	$0.0000	$0.0000	Yes	
160			SAMPLE - Shipping & Delivery	EA	1	$0.0000	$0.0000	Yes	
161			K Marker - 3'	EA	1	$39.0000	$39.0000	Yes	
162			Shipping & Delivery	EA	1	$0.0000	$0.0000	Yes	
163			SAMPLE - K Marker - 3'	EA	1	$0.0000	$0.0000	Yes	
164			SAMPLE - Shipping & Delivery	EA	1	$0.0000	$0.0000	Yes	
165			Titan Paint Tip - TR2	EA	1	$30.0000	$30.0000	Yes	
166			Shipping & Delivery	EA	1	$0.0000	$0.0000	Yes	
167			SAMPLE - Titan Paint Tip - TR2	EA	1	$0.0000	$0.0000	Yes	
168			SAMPLE - Shipping & Delivery	EA	1	$0.0000	$0.0000	Yes	
169			28" Traffic Cones	EA	1	$29.0000	$29.0000	Yes	Includes Stenciling
170			Shipping & Delivery	EA	1	$20.0000	$20.0000	Yes	
171			SAMPLE - 28" Traffic Cones	EA	1	$0.0000	$0.0000	Yes	
172			SAMPLE - Shipping & Delivery	EA	1	$0.0000	$0.0000	Yes	
173			Repair Labor	Hourly	1	$95.0000	$95.0000	Yes	

Line Item Subtotals

Section Title	Line Total
Imported Items	**$12,940.5000**
Grand Total	**$12,940.5000**

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/8/2023

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 Bowermaster & Associates 10805 Holder St Ste 350 Cypress CA 90630	**CONTACT NAME:** Stephani Powers **PHONE (A/C, No, Ext):** 714-733-6200 **FAX (A/C, No):** **E-MAIL ADDRESS:** spowers@bowermaster.com
INSURED ROADPRO-02 Roadline Products, Inc. USA 13055 Tom White Way, Ste E Norwalk CA 90650	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Hartford Casualty Insurance Company — 29424 **INSURER B :** Insurance Company of the West — 27847 **INSURER C :** The Hartford Insurance Group **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 110241217 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			72UUNOL1682	10/1/2023	10/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
C	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			72UENOL1683	10/1/2023	10/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ $ $
A	X **UMBRELLA LIAB** [X] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			72HHUOL1702	10/1/2023	10/1/2024	EACH OCCURRENCE AGGREGATE [ ]	$ 2,000,000 $ $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WSD506337801	1/5/2023	1/5/2024	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Garagekeepers Stock/customer vehicles			72UUNOL1682	10/1/2023	10/1/2024	Limit	350,000

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

Certificate Holder is Additional Insured as respects to General Liability; coverage is Primary, and Waiver of Subrogation applies per attached forms

CERTIFICATE HOLDER

City of Carson
701 E Carson St
Carson CA 90745

INSURANCE APPROVED
RG
11/9/2023

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT WITH VEHICLE WRAP EXTENSION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

(1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.

(2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:

(a) That is a partnership or joint venture,

(b) That is an "insured" under any other policy,

(c) That has exhausted its Limit of Insurance under any other policy, or

(d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:

(1) The agreement requires you to provide direct primary insurance for the lessor and

(2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

D. Additional Insured if Required by Contract

(1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused

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by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

(1) During the policy period, and

(2) Subsequent to the execution of such written contract, and

(3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

(a) The limits of insurance specified in the written contract or written agreement; or

(b) The Limits of Insurance shown in the Declarations.

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

(3) Additional Insureds 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 or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM , SUIT OR LOSS - OF SECTION IV - BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

E. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

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

If you have agreed in a written contract or written agreement 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 **(3)** and **(4)** 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 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, by the method described in Other Insurance 5.d.

2. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:

If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

3. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

4. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if 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 or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

(1) $100,000;

(2) The actual cash value of the damaged or stolen property at the time of the "loss"; or

(3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover 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, subject to a maximum of $1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

5. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of $50 per day and a maximum limit of $1,000.

6. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

7. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

8. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions **4.c.** and **4.d.** do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

(1) Permanently installed in or upon the covered "auto";

(2) Removable from a housing unit which is permanently installed in or upon the covered "auto";

(3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or

(4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III - Version CA 00 01 03 10 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C.2 and Version CA 00 01 10 01 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C are each amended to add the following:

$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

(1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

(2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or

(3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or $250, whichever deductible is less.

9. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

10. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

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

11. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

(1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;

(2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

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

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that 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.

13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

14. HIRED AUTO - COVERAGE TERRITORY

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought 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.

15. WAIVER OF SUBROGATION

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

16. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V- DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

17. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of

cancellation at least 60 days before the effective date of cancellation.

18. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of $2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,

b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is $10,000.

For the purposes of the coverage provision,

a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine.

to move the auto but does not include autos powered solely by electricity or natural gas.

b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

19. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to $5,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is $15,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

COMMERCIAL GENERAL 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, and any other person or organization qualifying as a Named Insured under this policy. 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 **II** - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **V** - Definitions.

SECTION I - COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" 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" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** - 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 or settlements under Coverages **A** or **B** or medical expenses under Coverage **C.**

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages **A** and **B.**

b. This insurance applies to "bodily injury" and "property damage" only if:

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

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

(3) Prior to the policy period, no insured listed under Paragraph **1.** of Section **II** - 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.

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 **II** - 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;

(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 And Good Samaritan Coverage

"Bodily injury" arising out of the rendering of or failure to render the following health care services by any "employee" or "volunteer worker" shall be deemed to be caused by an "occurrence" for:

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(1) Professional health care services such as:

(a) Medical, surgical, dental, laboratory, x-ray or nursing services or treatment, advice or instruction, or the related furnishing of food or beverages;

(b) Any health or therapeutic service, treatment, advice or instruction; or

(c) The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or

(2) First aid services, which include:

(a) Cardiopulmonary resuscitation, whether performed manually or with a defibrillator; or

(b) Services performed as a Good Samaritan.

For the purpose of determining the limits of insurance, 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".

However, this Incidental Medical Malpractice And Good Samaritan Coverage provision applies only if you are not engaged in the business or occupation of providing any of the services described in this provision.

2. Exclusions

This insurance does not apply to:

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.

b. Contractual Liability

"Bodily injury" or "property damage" 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:

(1) That the insured would have in the absence of the contract or agreement; or

(2) 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 purposes of liability assumed in an "insured contract", reasonable attorney 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:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(b) Such attorney 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 even if the claims against any insured allege negligence or other wrongdoing in:

(a) The supervision, hiring, employment, training or monitoring of others by that insured; or

(b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph **(1)**, **(2)** or **(3)** above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of 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 Paragraph (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" or "property damage" 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.

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:

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

(b) The operation of any of the machinery or 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 for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", 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. 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 seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section **III** - 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 "property damage" arising from 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 the job site.

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

k. Damage To Your Product

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

l. 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.

m. 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.

n. 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.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Access or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

(1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

(2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph **(1)** or **(2)** above.

However, unless Paragraph **(1)** above applies, this exclusion does not apply to damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or 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.

q. Employment-Related Practices

"Bodily injury" to:

(1) A person arising out of any "employment-related practices"; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

(1) Whether the injury-causing event described in the definition of "employment-related practices" occurs before employment, during employment or after employment of that person;

(2) Whether the insured may be liable as an employer or in any other capacity; and

(3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

r. Asbestos

(1) "Bodily injury" or "property damage" 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".

s. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" 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;

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or

(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, 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 **j.** through **n.** do not apply to damage by fire, lightning or explosion to premises while 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 **III** - Limits Of Insurance.

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "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 "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any 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 **III** - Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or

settlements under Coverages **A** or **B** or medical expenses under Coverage **C.**

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages **A** and **B.**

b. This insurance applies 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.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" arising out of an offense committed by, at the direction or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral, written or electronic publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral, written or electronic publication, in any manner, of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement".

g. Quality Or Performance Of Goods - Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services.

i. Infringement Of Intellectual Property Rights

(1) "Personal and advertising injury" arising out of any actual or alleged infringement or violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, trade dress, service mark or other designation of origin or authenticity; or

(2) Any injury or damage alleged in any clam or "suit" that also alleges an infringement or violation of any intellectual property right, whether such allegation of infringement or violation is made by you or by any other party involved in the claim or "suit", regardless of whether this insurance would otherwise apply.

However, this exclusion does not apply if the only allegation in the claim or "suit" involving any intellectual property right is limited to:

(1) Infringement, in your "advertisement", of:

(a) Copyright;

(b) Slogan; or

(c) Title of any literary or artistic work; or

(2) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

(1) Advertising, broadcasting, publishing or telecasting;

(2) Designing or determining content of web sites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a., b.** and **c.** of the definition of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the

insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" 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.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

(1) 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

(2) 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".

o. War

"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.

p. Internet Advertisements And Content Of Others

"Personal and advertising injury" arising out of:

(1) An "advertisement" for others on your web site;

(2) Placing a link to a web site of others on your web site;

(3) Content, including information, sounds, text, graphics, or images from a web site of others displayed within a frame or border on your web site; or

(4) Computer code, software or programming used to enable:

(a) Your web site; or

(b) The presentation or functionality of an "advertisement" or other content on your web site.

q. Right Of Privacy Created By Statute

"Personal and advertising injury" 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.

r. Violation Of Anti-Trust law

"Personal and advertising injury" arising out of a violation of any anti-trust law.

s. Securities

"Personal and advertising injury" arising out of the fluctuation in price or value of any stocks, bonds or other securities.

t. Recording And Distribution Of Material Or Information In Violation Of Law

"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;

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or

(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

u. Employment-Related Practices

"Personal and advertising injury" to:

(1) A person arising out of any "employment-related practices"; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

(1) Whether the injury-causing event described in the definition of "employment-related practices" occurs before employment, during employment or after employment of that person;

(2) Whether the insured may be liable as an employer or in any other capacity; and

(3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

v. Asbestos

(1) "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".

w. Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

COVERAGE C MEDICAL PAYMENTS

1. 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.

2. Exclusions

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 within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage **A**.

SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

a. All expenses we incur.

b. Up to $1,000 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.

c. 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.

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.

e. All court costs taxed against the insured in the "suit". However, such costs do not include attorneys' fees, attorneys' expenses, witness or expert fees, or any other expenses of a party taxed to the insured.

f. 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.

g. 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.

These payments will not reduce the limits of insurance.

2. 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:

a. 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";

b. This insurance applies to such liability assumed by the insured;

c. 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";

d. 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 interests of the indemnitee;

e. 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

f. The indemnitee:

(1) Agrees in writing to:

(a) Cooperate with us in the investigation, settlement or defense of the "suit";

(b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(c) Notify any other insurer whose coverage is available to the indemnitee; and

(d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

(a) Obtain records and other information related to the "suit"; and

(b) 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 **2.b.(2)** of Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability, 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:

a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or

b. The conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

SECTION II - 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), 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 **(1)(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:

(a) Subparagraphs **(1)(a)**, **(1)(b)** and **(1)(c)** above do not apply to any "employee" or "volunteer worker" providing first aid services; and

(b) Subparagraph **(1)(d)** above 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 Coverage Part.

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 the Coverage Part.

The insurance afforded herein for any subsidiary not named in this Coverage Part as a named insured does not apply to injury or damage with respect to which such insured is also a named insured under another policy or would be a named insured under such policy but for its termination or 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;

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.

4. 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.

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

The following person(s) or organization(s) are an additional insured when you have agreed**,** in a written 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.

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

However, no such person or organization is an insured under this provision if such person or organization is included as an insured by an endorsement issued by us and made a part of this Coverage Part.

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 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 Sub-paragraphs (**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(s) or organization(s) 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(s) or organization(s).

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

c. Lessors Of Land Or Premises

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.

With respect to the insurance afforded these additional insureds the following additional exclusions apply:

This insurance does not apply to:

1. Any "occurrence" which 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.

d. Architects, Engineers Or Surveyors

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:

(1) In connection with your premises; or

(2) In the performance of your ongoing operations performed by you or on your behalf.

With respect to the insurance afforded 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:

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 services by or for you.

e. Permits Issued By State Or Political Subdivisions

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.

With respect to the insurance afforded these additional insureds, 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 within the "products-completed operations hazard".

f. Any Other Party

Any other person or organization who is not an additional 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:

(1) In the performance of your ongoing operations;

(2) In connection with your premises owned by or rented to you; or

(3) In connection with "your work" and included within the "products-completed operations hazard", but only if

(a) The written contract or agreement requires you to provide such coverage to such additional insured; and

(b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

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 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:

(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 services by or for you.

The limits of insurance that apply to additional insureds is described in Section **III** - Limits Of Insurance.

How this insurance applies when other insurance is available to the additional insured is described in the Other Insurance Condition in Section **IV** - Commercial General Liability 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.

SECTION III - 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. General Aggregate Limit

The General Aggregate Limit is the most we will pay for the sum of:

a. Medical expenses under Coverage **C;**

b. Damages under Coverage **A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

c. Damages under Coverage **B.**

3. Products-Completed Operations Aggregate Limit

The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Personal And Advertising Injury Limit

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

5. Each Occurrence Limit

Subject to **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

a. Damages under Coverage **A;** and

b. Medical expenses under Coverage **C**

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Damage To Premises Rented To You Limit

Subject to **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 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.

7. Medical Expense Limit

Subject to **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

8. How Limits Apply To Additional Insureds

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

a. The limits of insurance specified in the written contract or written agreement; or

b. The Limits of Insurance shown in the Declarations.

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

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.

SECTION IV - COMMERCIAL GENERAL LIABILITY 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 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 or 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 which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insureds 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 Insureds 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 or written agreement 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 the additional insured is a partnership;

(3) Any manager, if you or the additional insured is a limited liability company;

(4) Any "executive officer" or insurance manager, if you or the additional insured is a corporation;

(5) Any trustee, if you or the additional insured is a trust; or

(6) Any elected or appointed official, if you or the additional insured is a political subdivision or public entity.

This duty applies separately to you and any additional insured.

3. Legal Action Against Us

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

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 Part 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 Coverage Part 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.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of 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 **I** - Coverage A - Bodily Injury And Property Damage Liability;

(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 **j.** of Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability;

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

Any 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

Any 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 or written agreement 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 Coverages **A** or **B** 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 of 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.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

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 that exist at the inception date of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part 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 claim is made or "suit" is brought.

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.

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.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the

nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V - 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; or
   - **b.** 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.** A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
   - **b.** Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

   However, "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; or
   - **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. **"Employee"** includes a "leased worker". "Employee" does not include a "temporary worker".
8. **"Employment-Related Practices"** means:
   - **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, discrimination or malicious prosecution directed at that person.
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 the repair, replacement, adjustment or removal of "your product" or "your work", or 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 **III** - 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. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

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:

(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 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, maintained primarily to provide mobility to 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 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.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

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 a person or organization occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral, written or electronic publication, in any manner, 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, in any manner, 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"; or

g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement".

18. **"Pollutants"** mean 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 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.

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;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

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 the "occurrence" that caused it.

As used in this definition, computerized or electronically stored data, programs or software are not tangible property. 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.

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";
    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.

AMENDMENT NO. 1

TO PURCHASE AGREEMENT

THIS AMENDMENT TO THE PURCHASE AGREEMENT ("Amendment") by and between the CITY OF CARSON, a California municipal corporation ("City") and ROADLINE PRODUCTS, INC., U.S.A., a Kansas corporation ("Seller"), is effective as of the ___ day of _____, 2026. City and Seller are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City and Seller entered into that certain Purchase Agreement dated November 16, 2023 ("Agreement"), whereby Seller agreed to provide paint, paint supplies, sign equipment, and related supplies for a total not-to-exceed Contract Sum of $600,000.00 for an initial three (3) year term.

B. City and Seller now desire to amend the Agreement to exercise its first of two options to extend the term by one (1) year to November 16, 2027 and increase the total compensation by $200,000.00 to allow City to continue to purchase of paint, paint supplies, sign equipment, and related supplies from Seller.

TERMS

1. **Incorporation of Recitals**. The Recitals set forth above are incorporated into and are a part of this Amendment.

2. **Terms and Definition.** All words, terms, and phrases used or referenced in this Amendment, not expressly defined in this Amendment, shall have the same meaning ascribed to them in the Agreement.

3. **Contract Changes**. The Agreement is amended as provided herein (new text is indicated in ***bold italics*** and deleted text in ~~strikethrough~~).

A. Section 3 (Purchase Price) of the Agreement is hereby amended to read in its entirety as follows:

> "3. Purchase Price. The total Purchase Price which City agrees to pay to Seller for purchase and sale of the Goods and their delivery is not to exceed Two Hundred Thousand Dollars and Zero Cents ($200,000.00) per year, for a period of ~~three (3)~~ ***four (4)*** years following a Notice to Proceed issued by City's Contract Officer, with the total Purchase Price for the Goods not to exceed ~~Six~~ ***Eight*** Hundred Thousand Dollars and Zero Cents ($~~6~~***8***00,000.00), as provided in further detail in Exhibit "A." Directions regarding deliveries, including but not limited to, those that concern timing, frequency, which Goods are to be delivered and the volume of the same,

shall be given by the Contract Officer. The Parties will also abide by the terms of Sections 6 and 7 with regards to deliveries."

B. Section 4 (Term) of the Agreement is hereby amended to read in its entirety as follows:

"4. Term. The term ("Term") of this Agreement shall expire after City's acceptance of the Goods delivered as part of the final delivery during the ~~third~~ ***fourth*** year following issuance of the Notice to Proceed, estimated to occur in 202~~6~~**7,** and City's payment therefor following Seller's submission of the requisite invoice, and subject to ~~the~~ any applicable warranty of the Goods. The City may elect, at its sole discretion, to extend the Term by ~~two (2)~~ ***one (1)*** one-year term~~s~~."

4. **Continuing Effect of Agreement.** Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by the Amendment to the Agreement.

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

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

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

6. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

7. **Authority.** The persons executing this Amendment on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment on behalf of said party, (iii) by so executing this Amendment, such party is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment does not violate any provision of any other agreement to which said party is bound.

8. **Counterparts.** This Amendment may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the

signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Amendment.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date(s) and year written below.

CITY:

CITY OF CARSON, a municipal corporation

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

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

SELLER:

ROADLINE PRODUCTS, INC., U.S.A., a Kansas corporation

By: _____
Name: Scott Givens
Title: President

By: _____
Name: Ann Ure
Title: Secretary

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

Report to Honorable Mayor and City Council

Tuesday, August 4, 2026, 5:00 PM

CONSENT 21.

To: Honorable Mayor and City Council

From: Dr. Arlington Rodgers, Director of Public Works PW Engineering

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

I. SUMMARY

Project No. 1608, Martin Luther King Jr. Street Rehabilitation from Main Street to Avalon Boulevard, is included in the City's Capital Improvement Program (CIP), which is the City's long-range plan for funding and delivering major infrastructure improvements. The project will reconstruct the existing roadway and include repairs to sidewalks, curb ramps, streetlights, and other related improvements to enhance safety, accessibility, and the long-term condition of this important transportation corridor. Because the roadway has experienced significant deterioration caused by historic landfill materials beneath the pavement, the City retained Tait & Associates to perform a geotechnical investigation, which evaluated the underlying soil conditions, and to prepare the project's Plans, Specifications, and Engineer's Estimate (PS&E). Based on the engineering analysis, the recommended rehabilitation method is to reconstruct the roadway to a depth of approximately 2.5 feet and reinforce the new pavement foundation with geogrid, a high-strength synthetic material that strengthens weak soils, improves roadway stability, reduces future settlement, and extends the useful life of the pavement.

The City publicly advertised the project for competitive bids from October 30, 2025, through January 5, 2026, and received five bids. Following a comprehensive review of the bid documents, staff determined that RJ Noble Company submitted the lowest responsive and responsible bid in the amount of $4,972,715.75. Staff verified that RJ Noble Company holds a valid California contractor's license, submitted the required bid security, and has successfully completed numerous similar public infrastructure projects. Based on its qualifications, experience, and satisfactory performance history, staff has determined that RJ Noble Company is fully qualified to successfully complete the project.

II. RECOMMENDATION

TAKE the following actions:

1. AWARD a Construction Contract to RJ Noble Company, the lowest responsive and responsible bidder, in an amount not to exceed $4,972,715.75, for Project No. 1608, Martin Luther King Jr. Street Rehabilitation from Main Street to Avalon Boulevard; and,
2. AUTHORIZE a construction contingency in the amount of $745,907.36 (15 percent of the contract amount) to address unforeseen conditions or additional work that may be encountered during construction, including but

not limited to underground utility conflicts, unforeseen subsurface conditions, contaminated soil investigation, handling and disposal, material testing, and other work necessary to successfully complete the project; and,

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

III. ALTERNATIVES

1. REJECT all bids.
2. DO NOT APPROVE the above recommendations. However, staff will not be able to proceed with construction of the project.
3. TAKE another action the City Council deems appropriate consistent with the requirements of the law.

IV. BACKGROUND

Project No. 1608, Martin Luther King Jr. Street Rehabilitation from Main Street to Avalon Boulevard, is included in the City's Capital Improvement Program (CIP), which is the City's multi-year plan for funding and delivering major infrastructure improvements. The project will rehabilitate one of the City's most heavily traveled roadways by reconstructing deteriorated pavement, repairing damaged sidewalks, curbs, gutters, and driveway approaches, constructing Americans with Disabilities Act (ADA)-compliant access ramps to improve accessibility for individuals with disabilities, installing new streetlights, replacing damaged trees, and completing other related improvements necessary to restore the corridor to current engineering and safety standards.

The rehabilitation of Martin Luther King Jr. Street has become a high priority because the roadway has experienced significant deterioration over many years due to the presence of historic landfill materials beneath the pavement. These underlying soils have caused portions of the roadway to gradually settle, resulting in recurring cracks, uneven pavement, and structural failures. As a result, the roadway requires frequent maintenance to maintain safe driving conditions, increasing ongoing maintenance costs while providing only temporary improvements. Although the City has performed numerous pavement repairs over the years, these repairs have addressed only the visible surface damage and have not resolved the underlying soil conditions that continue to cause pavement failures. A comprehensive reconstruction is now necessary to provide a long-term solution that improves public safety, enhances roadway reliability, and reduces future maintenance costs.

To determine the most effective long-term rehabilitation strategy, the City retained Tait & Associates to perform a comprehensive geotechnical investigation, which is an engineering study that evaluates the soil and subsurface conditions beneath the roadway. Based on its findings, Tait & Associates prepared the project's Plans, Specifications, and Engineer's Estimate (PS&E), which serve as the construction documents used for competitive bidding.

The engineering evaluation determined that the most effective long-term solution is to reconstruct the roadway by excavating approximately 2.5 feet of the existing roadway, replacing it with new engineered base material, reinforcing the foundation with three layers of geogrid, and installing a new six-inch asphalt pavement section. A geogrid is a high-strength synthetic reinforcement material placed beneath roadways to strengthen weak soils by distributing vehicle loads more evenly across the pavement foundation. This technology is widely used in roadway construction where poor soil conditions exist because it improves the structural performance of the roadway, reduces pavement movement, and significantly extends pavement life. While minor settlement may continue over time due to the historic landfill conditions, the reinforced pavement section is expected to settle more uniformly, allowing the roadway to perform as one continuous structural section while substantially reducing future maintenance needs. The completed Plans, Specifications, and Engineer's Estimate were reviewed and approved by both the City's Engineering Division and the Los Angeles County Department of Public Works for the improvements associated with the parking area located south of Martin Luther King Jr. Street.

Following completion of the design, the City publicly advertised Invitation for Bids (IFB) No. 25-14 through PlanetBids and the Daily Journal from October 30, 2025, through December 17, 2025. A mandatory pre-bid meeting and site visit was conducted on November 20, 2025, to familiarize prospective contractors with the project. To provide additional time to respond to contractor questions, the bid opening was extended to January 5, 2026. On that date, five bids were publicly opened by the Purchasing Division Manager in the Office of the City Clerk.

Bidder	Location	Bid Amount
RJ Noble Company	Orange, CA	$4,972,715.75
All American Asphalt	Corona, CA	$5,437,793.10
Sully-Miller Contracting	Brea, CA	$5,690,721.00
Excel Paving Company	Long Beach, CA	$6,548,859.25
Onyx Paving Company	Anaheim, CA	$8,878,000.00

After reviewing the bids, staff determined that RJ Noble Company submitted the lowest responsive and responsible bid. A responsive bidder is one that submitted a bid meeting all requirements of the solicitation, while a responsible bidder is one that has demonstrated the experience, qualifications, financial capability, and licensing necessary to successfully complete the work. RJ Noble Company possesses a valid California contractor's license, submitted the required 10 percent bid security, has successfully completed numerous similar public infrastructure projects, and received satisfactory reference checks. Based on this review, staff determined that the contractor is fully qualified to perform the project.

Although the bidding process was successfully completed, the City did not have sufficient project funding available at that time to award the construction contract. Consequently, the project was placed on hold while staff pursued alternative funding sources that would avoid the use of General Fund resources. Recognizing the continued deterioration of the roadway and the growing safety concerns for the traveling public, staff coordinated with the California Transportation Commission (CTC) to request approval to redirect the City's Fiscal Year 2026-27 Senate Bill 1 (SB 1) Road Maintenance and Rehabilitation Account (RMRA) funds from the previously approved Main Street project to the Martin Luther King Jr. Street Rehabilitation Project. SB 1 is a statewide transportation funding program that provides dedicated funding to cities for eligible roadway maintenance and rehabilitation projects.

After reviewing the City's request and recognizing the urgency of the roadway improvements, the California Transportation Commission provided informal approval of the proposed funding reallocation, contingent upon formal approval by the City Council and subsequent action by the Commission. To satisfy this requirement, the City Council approved the SB 1 funding reprogramming on July 7, 2026. With the necessary project funding now identified, staff is requesting that the City Council award the construction contract so the project can move forward. Because more than 90 days elapsed between the original bid opening and the proposed contract award, staff contacted RJ Noble Company to confirm that it remained willing to perform the work. The contractor confirmed its continued interest in the project and agreed to honor its original bid. The contractor also advised that recent increases in material costs could potentially result in a modest increase during construction. If necessary, any such adjustment would be addressed through a future construction change order, which is the standard contractual process used to authorize additional work or adjust contract costs when unforeseen conditions arise. Based on current information, the contractor estimates that any potential increase would not exceed approximately $176,000, an amount staff believes can be accommodated within the overall project budget.

Because the project is located over historic landfill materials, there remains a possibility that previously unidentified subsurface conditions could be encountered during excavation. Although the geotechnical investigation concluded that the existing conditions are generally suitable for the proposed design, geotechnical studies are based on representative sampling and cannot guarantee that all underground conditions have been identified. If unforeseen landfill-related materials or hazardous substances are encountered during construction, the contractor will be required to comply with all applicable federal, state, and local environmental regulations governing the investigation, handling, transportation, and disposal of those materials. Compliance with these requirements could require additional environmental investigation, specialized disposal methods, or remediation activities, which may increase project costs and extend the construction schedule.

The City has previously experienced similar conditions during construction of the Lenardo Drive Improvements Project within the former 157-Acre Site, where previously unidentified hazardous materials were encountered during excavation. Those conditions required additional environmental investigation and remediation before construction could continue, resulting in increased project costs and schedule delays. Accordingly, staff believes it is appropriate to advise the City Council of this potential project risk. While staff does not anticipate significant environmental issues based on the available geotechnical information, the possibility of encountering unforeseen subsurface conditions cannot be entirely eliminated. Should additional environmental mitigation become necessary during construction, staff will return to the City Council with any required contract amendments or budget appropriations for consideration.

Construction will be completed in carefully phased segments to maintain access for residents, businesses, and emergency services while allowing utility companies to perform necessary adjustments and minimizing traffic disruptions throughout the construction period. The anticipated project schedule is summarized below:

Milestone	Estimated Date
Advertise for Construction Bids	October 30, 2025
Bid Opening	January 5, 2026
City Council Award of Contract	August 4, 2026
Contract Execution	September 7, 2026
Purchase Order Issuance	September 21, 2026
Begin Construction	October 5, 2026
Complete Construction	May 2027

The construction schedule may be adjusted as necessary to account for weather conditions, utility coordination, unforeseen underground conditions, or other factors commonly encountered during public infrastructure construction projects.

Consequently, staff recommends that the City Council award a construction contract for Project No. 1608, Martin Luther King Jr. Street Rehabilitation from Main Street to Avalon Boulevard, to RJ Noble Company, the lowest responsive and responsible bidder, in an amount not to exceed $4,972,715.75. Awarding the proposed contract will allow the City to move forward with a long-needed reconstruction of one of its critical transportation corridors, improve roadway safety and accessibility, reduce long-term maintenance costs, maximize the use of available SB 1 transportation funding, and provide a durable, long-term infrastructure investment that will serve the community for many years.

V. FISCAL IMPACT

Sufficient funding for Project No. 1608, Martin Luther King Jr. Street Rehabilitation from Main Street to Avalon Boulevard, is available in the Fiscal Year 2026-27 Capital Improvement Program (CIP) Budget following the City Council's approval on July 7, 2026, to reprogram Senate Bill 1 (SB 1) Road Maintenance and Rehabilitation Account (RMRA) funds to this project. Funding is available under CIP Account No. 288-99-999-904-8009.

Staff recommends awarding a construction contract to RJ Noble Company in an amount not to exceed $4,972,715.75. Staff also recommends authorizing a construction contingency of $745,907.36 (15 percent of the contract amount) to address unforeseen conditions that may be encountered during construction. Given the roadway's location over historic landfill materials, there is an increased potential for unexpected subsurface conditions that may require additional work. A construction contingency is a standard project management tool that allows the City to address such conditions without delaying construction. Any use of contingency funds will be limited to work that is necessary to complete the project and will be administered in accordance with the City's established change order procedures. The total project authorization requested from the City Council is $5,718,623.11.

If unforeseen subsurface conditions, environmental remediation, or other construction-related issues require funding beyond the approved contingency or available project budget, staff will return to the City Council for consideration of any additional appropriations or other actions necessary to complete the project.

VI. EXHIBITS

1. Construction Plans
2. Bid Results
3. Construction Contract

Attachments

1. Construction Plans
2. Bid Results
3. (RJ Noble) Public Works Over $25000 - MLK Street Improvements

RECOMMENDED BY: Ken Young 10/22/2025
KENNETH YOUNG, PE, SENIOR CIVIL ENGINEER — DATE

APPROVED BY: 10-23-2025
GILBERT MARQUEZ, PE, CITY ENGINEER — DATE

CITY OF CARSON

PAVEMENT REHABILITATION

MLK JR. ST, MAIN ST TO AVALON BLVD

GENERAL NOTES

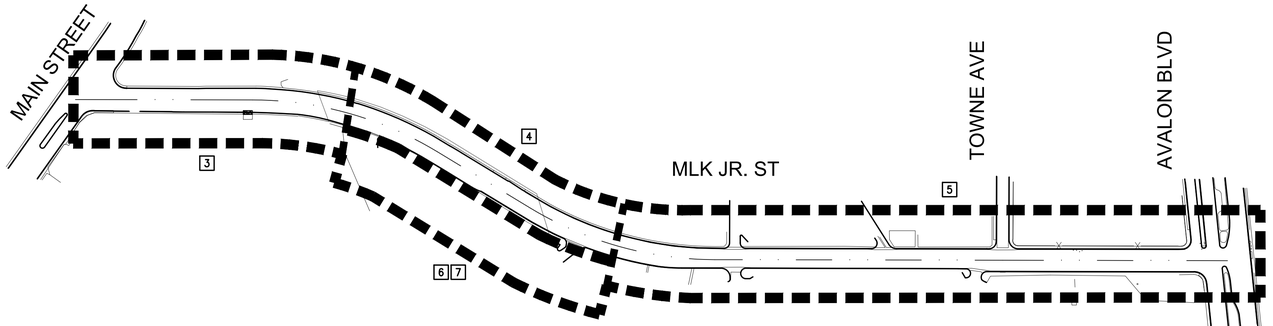
1. ALL WORK AND MATERIALS SHALL COMPLY WITH THE STANDARD PLANS OF THE CITY OF CARSON,
   AMERICAN PUBLIC WORKS ASSOCIATION AND CALTRANS STANDARD PLANS AND SPECIFICATIONS.
   (ALL LATEST EDITION)
2. THE CONTRACTOR SHALL NOTIFY THE CITY ENGINEER 24 HOURS IN ADVANCE FOR INSPECTION PRIOR TO STARTING WORK AT (310) 952-1700 EXT. 1814.
3. THE CONTRACTOR SHALL NOTIFY THE UTILITY COMPANIES 48 HOURS IN ADVANCE PRIOR TO WORKING AROUND THEIR FACILITIES.
4. THE CONTRACTOR SHALL CALL UNDERGROUND SERVICE ALERT (800)422-4133 48-HRS PRIOR TO ANY EXCAVATION.
5. THE CONTRACTOR SHALL PROVIDE AND MAINTAIN AT ALL TIMES DURING CONSTRUCTION AMPLE MEANS AND DEVICES WITH WHICH TO PROMPTLY REMOVE AND PROPERLY DISPOSE OF ALL WATER FROM ANY SOURCE ENTERING THE EXCAVATION OR OTHER PARTS OF THE WORK.
6. ALL EXISTING IMPROVEMENTS, INCLUDING STRIPING, REMOVED OR DAMAGED SHALL BE REPLACED IN KIND, OR AS SPECIFIED IN THE TECHNICAL SPECIFICATIONS.
7. THE EDGES OF ALL A.C. PATCH SHALL BE SEALED WITH ASPHALT EMULSION.
8. TRAFFIC CONTROL AND CONSTRUCTION SIGNING SHALL BE PER WATCH HANDBOOK, OR THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) ALONG WITH THE CALIFORNIA SUPPLEMENT.
9. CONTRACTOR SHALL HAVE SUFFICIENT MATERIALS ON HAND AT ALL TIMES TO EXPEDITE ANY EMERGENCY REPAIR.
10. WORKING HOURS SHALL BE BETWEEN 9AM AND 3PM MONDAY - FRIDAY ON ARTERIALS UNLESS OTHERWISE APPROVED BY THE DIRECTOR OF PUBLIC WORKS.
11. REPAIR ANY BROKEN OR RAISED SIDEWALK, CURB AND GUTTER ABUTTING THE DEVELOPMENT PER CITY OF CARSON STANDARD AND TO THE SATISFACTION OF THE CITY ENGINEER.
12. THE CONTRACTOR SHALL FILL IN MISSING SIDEWALK, REMOVE AND REPLACE ANY BROKEN/DAMAGED DRIVEWAY APPROACH IN THE PUBLIC RIGHT OF WAY, ABUTTING THE PROPOSED DEVELOPMENT PER CITY OF CARSON STANDARD AND TO THE SATISFACTION OF THE CITY ENGINEER.
13. THE CONTRACTOR SHALL MODIFY EXISTING DRIVEWAYS IN THE PUBLIC RIGHT OF WAY PER CITY OF CARSON STANDARD TO COMPLY WITH THE ADA REQUIREMENTS AND TO THE SATISFACTION OF THE CITY ENGINEER.
14. WHERE SIDEWALK MEANDER AROUND EXISTING DRIVEWAYS AND EXTENDING BEYOND THE PUBLIC RIGHT OF WAY AT ANY LOCATION, THE REQUIRED DESCRIBED SIDEWALK EASEMENTS SHALL BE SUBMITTED AND APPROVED PRIOR TO ISSUANCE OF THE BUILDING PERMIT.
15. REMOVE UNUSED DRIVEWAY APPROACH IF ANY, AND REPLACE IT WITH FULL HEIGHT CURB AND GUTTER AND SIDEWALK PER CITY OF CARSON STANDARD, AND TO THE SATISFACTION OF THE CITY ENGINEER.
16. ALL NEW OVERHEAD UTILITY LINES, ABUTTING THE PROPOSED DEVELOPMENT SHALL BE UNDERGROUND TO THE SATISFACTION OF THE CITY ENGINEER.
17. A CONSTRUCTION PERMIT IS REQUIRED FOR ANY WORK TO BE DONE IN THE PUBLIC RIGHT-OF-WAY.
18. ANY IMPROVEMENTS DAMAGED DURING THE CONSTRUCTION SHALL BE REMOVED AND RECONSTRUCTED PER CITY OF CARSON STANDARD PLAN AND TO THE SATISFACTION OF THE CITY ENGINEER.
19. CONSTRUCTION BOND AS REQUIRED FOR ALL WORK TO BE DONE WITHIN THE PUBLIC RIGHT OF WAY.
20. PROOF OF WORKER'S COMPENSATION AND LIABILITY INSURANCE.
21. ALL TRENCHES IN PAVEMENT TO BE REPAIRED PER "CITY OF CARSON DRAWING" NO. 136 "TRENCH BACKFILL AND PAVEMENT REPAIRS."
22. CONTRACTOR IS REQUIRED TO PLACE A RUBBERIZED EMULSION AGGREGATE SLURRY SEAL (REAS) OVER THE STREET WIDTH IN WICH THE EXCAVATION WAS MADE.
23. ALL SURVEY MONUMENTS DESTROYED AS A RESULT OF THE CONTRACTOR'S WORK SHALL BE RESET "IN KIND" AT THE CONTRACTORS EXPENSE BY A LICENSED SURVEYOR OR REGISTERED CIVIL ENGINEER. COPIES OF ALL TIES TO RESET MONUMENTS SHALL BE SUPPLIED TO THE CITY PRIOR TO RELEASE OF ANY SURETIES.
24. INSTALLATION OF STREETLIGHTS SHALL BE TO SATISFACTION OF THE L.A. COUNTY STREET LIGHTING DIVISION, DEPARTMENT OF PUBLIC WORKS. ANNEXATION THE AREA TO THE L.A. COUNTY LIGHTING MAINTENANCE DISTRICT, FOR THE PURPOSE OF OPERATING AND MAINTAINING THE STREETLIGHTS TO BE INSTALLED, MAYBE NECESSARY TO COMPLY WITH ANNEXATION. (ANNEXATION PROCEDURE IS APPROXIMATELY 12-MONTH)
25. PARKWAY TREES SHALL BE PER CITY OF CARSON STANDARD NOS. 117, 132, 133 AND 134.
26. PLANT PARKWAY GRASS ABUTTING THE PROPOSED DEVELOPMENT TO THE STATISFACTION OF THE CITY ENGINEER.
27. INSTALL IRRIGATION SYSTEM FOR THE PURPOSE OF MAINTAINING THE PARKWAY TREES TO BE PLANTED ABUTTING THIS PROPOSED DEVELOPMENT

DECLARATION OF RESPONSIBLE CHARGE:

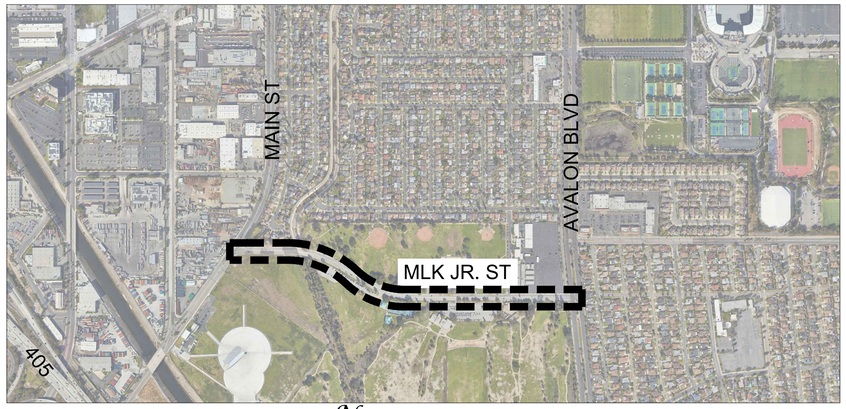
I HEREBY DECLARE THAT I AM THE (ENGINEER) OF WORK FOR THIS PROJECT, THAT I HAVE EXERCISED RESPONSIBLE CHARGE OVER THE DESIGN OF THE PROJECT AS DEFINED IN THE CALIFORNIA BUSINESS AND PROFESSIONS CODE, AND THAT THE DESIGN IS CONSISTENT WITH CURRENT STANDARDS AS OF THE DATE OF THESE DRAWINGS. I UNDERSTAND THAT THE CHECK OF THE PROJECT DRAWINGS AND SPECIFICATIONS BY THE CITY OF CARSON IS CONFINED TO A REVIEW ONLY AND DOES NOT RELIEVE ME, AS AN ENGINEER OF WORK, OF MY RESPONSIBILITIES FOR THE PROJECT DESIGN. THE PLAN CHECK IS NOT A DETERMINATION OF THE TECHNICAL ADEQUACY OF THE DESIGN OF THESE IMPROVEMENTS.

DENNIS POSTLER, PE
LICENSE NO. C46106
02/04/2025
DATE

TAIT & ASSOCIATES
701 N. PARKCENTER DRIVE
SANTA ANA, CA 92705
P: (714) 560-8200
F: (714) 560-8211
INFO@TAIT.COM



INDEX MAP
SCALE 1" = 300'



VICINITY MAP
SCALE 1" = 300'

STREET IMPROVEMENT PLAN SHEET INDEX

1 TITLE SHEET
2 DETAILS
3 M.L.K. JR. STREET PLAN – STA. 10+00 TO 17+50
4 M.L.K. JR. STREET PLAN – STA. 17+50 TO 26+50
5 M.L.K. JR. STREET PLAN – STA. 26+50 TO 43+00
6 PARKING LOT PRECISE GRADING PLAN
7 PARKING LOT HORIZONTAL CONTROL & STRIPING PLAN
8 SIGNING AND STRIPING PLAN – TITLE SHEET
9 SIGNING AND STRIPING PLAN – STA. 10+00 TO 31+00
10 SIGNING AND STRIPING PLAN – STA. 31+00 TO 43+00

STREET LIGHTING PLAN SHEET INDEX

1 STREET LIGHTING PLAN – TITLE SHEET
2 STREET LIGHTING PLAN – STA. 10+00 TO 31+25
3 STREET LIGHTING PLAN – STA. 31+25 TO 43+00

SUBSTRUCTURE NOTICES

WEST BASIN MUNICIPAL WATER DISTRICT
17140 SOUTH AVALON BOULEVARD
CARSON, CA 90746
(310) 217-2411
info@westbasin.org

MASTER LIST OF CONSTRUCTION NOTES

1. PROTECT IN PLACE.
2. EXCAVATE ROADWAY, CURB & GUTTER, AND ANY OTHER NECESSARY IMPROVEMENTS, 2.5' DOWN FROM PROPOSED FINISHED SURFACE. INSTALL THREE LAYERS OF GEOGRID WITHIN A 24" AGGREGATE BASE LAYER PER TYPICAL SECTION ON SHEET 2.
3. CONSTRUCT 6" AC PAVEMENT SECTION PER TYPICAL SECTION ON SHEET 2.
4. UNIFORM DEPTH COLD MILL, 4" THICK & INSTALL 2" AC LEVELING COURSE (CLASS IIIC3 PG 64–10), TENSAR GLASPAVE50 PAVING MAT, AND 2" ARHM (GG–C PG 64–16) OVERLAY.
5. AFTER COLD MILL, SAWCUT AND REMOVE 8" OF EXISTING PAVEMENT SECTION AND CONSTRUCT NEW 8" AC PAVEMENT SECTION PER DETAIL 3 ON SHEET 2.
6. REMOVE AND REPLACE EXISTING CURB RAMP, INCLUDING FULL CURB RETURN AND SIDEWALK WITHIN, PER SPPWC STD. 111–5, CASE AND TYPE PER PLANS, SEE PLAN FOR DETAIL AS APPLIES.
7. RETROFIT CURB RAMP WITH SURFACE APPLIED TRUNCATED DOMES PER SPPWC STD. 111–5 AND GRIND LIP OF GUTTER AT BOTTOM OF RAMP TO 0" CURB FACE.
8. REMOVE AND REPLACE 4" PCC SIDEWALK PER SPPWC STD. PLAN NO. 113–2, PRUNE & REMOVE CONFLICTING ROOTS, CONTRACTOR TO COORDINATE WITH CITY ARBORIST.
9. GRIND EXISTING PCC SIDEWALK LIP FLUSH WITH ADJACENT SIDEWALK PANEL.
10. REMOVE AND REPLACE PCC CURB & GUTTER PER SPPWC PLAN NO. 120–2. HEIGHT & WIDTH TO MATCH EXISTING.
11. REMOVE EXISTING PORTION OF ROAD AND EXISTING CROSS GUTTER AND CONSTRUCT CROSS GUTTER PER CITY OF CARSON STD. PLAN NO. 113.
12. REMOVE AND REPLACE EXISTING DRIVEWAY PER CITY OF CARSON STD PLAN NO. 111 (DRIVEWAY SHALL BE 10% MAX.).
13. PEDESTRIAN RAMPS AND TRAFFIC SIGNAL EQUIPMENT IMPROVEMENTS ALONG AVALON BLVD BY OTHERS (L.A. COUNTY).
14. REMOVE EXISTING TRENCH DRAIN AND GUTTER.
17. INSTALL 105' 3" PVC CONDUIT
18. CONTRACTOR TO COORDINATE WITH WEST BASIN MUNICIPAL WATER DISTRICT TO RELOCATE/RECONSTRUCT IRRIGATION VALVE. IF VALVE TO REMAIN IN CURRENT LOCATION, INSTALL SURFACE APPLIED TACTILE WARNING PANELS PER CALTRANS APPROVED PRODUCT LIST.
19. REMOVE EXISTING CHAIN LINK FENCE AND CONCRETE FOOTING, INSTALL NEW CHAIN LINK FENCE ON CITY R/W PER SPPWC STD. PLAN 600–4.
20. INSTALL 6" OF TOPSOIL AND SEEDING.
21. INSTALL 6" AC PAVEMENT SECTION PER DETAIL 4 ON SHEET 2.
22. REMOVE AND REPLACE PCC CURB PER SPPWC PLAN NO. 120–2. HEIGHT & WIDTH TO MATCH EXISTING.
23. CONTRUCT 24" WIDE PARKWAY DRAIN PER SPPWC STD PLAN 151–3.
24. REMOVE AND REPLACE EX. LIGHT POLE. PROTECT EXISTING ELECTRICAL CONDUIT DURING CONSTRUCTION.
25. ADJUST EX. SIGN AND FOUNDATION TO NEW GRADE.
26. REMOVE AND REPLACE EXISTING TREE PER SPEFICICATIONS.
27. ADD NEW TREE PER SPECIFICATIONS.
28. REMOVE AND REPLACE EXISTING LANDSCAPING AND IRRIGATION IMPROVEMENTS IN KIND.

UTILITY NOTES

1. ADJUST EXISTING SEWER/STORM DRAIN MANHOLE FRAME & COVER TO GRADE PER SPPWC STD. DWG. 205–2.
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STORM DRAIN NOTES

1. INSTALL CATCH BASIN PER SPPWC STD. DWG. 300–4. L=14'.
2. INSTALL 18" RCP SD PIPE, SEE PROFILE FOR D–LOAD (REMOVE APPLICABLE TREES AND CLEAR AND GRUB GROUND TO MAKE ROOM FOR TRENCH).
3. INSTALL HEADWALL PER OCPW STD. PLAN 1903 WITH 5.3 CY OF RIP RAP ENERGY DISSIPATER. MIN 8" DIAMETER RIP RAP ROCK INSTALLED OVER FILTER FABRIC, SEE PLAN FOR DIMENSIONS.

SIGNING & STRIPING NOTES

1. PAINT STANDARD PARKING STALL STRIPING PER DETAIL ON SHEET 7.
2. PAINT ACCESSIBLE PARKING STALL PER 2019 CBC AND DETAIL ON SHEET 7.
3. PAINT ACCESSIBLE PARKING STRIPING PER 2019 CBC AND DETAIL ON SHEET 7.
4. PAINT STRIPING IN REFLECTIVE WHITE WITH INTERIOR STRIPES AT 45 DEGREES AT 3–FT O.C.
5. FURNISH AND INSTALL ACCESSIBLE PARKING STALL IDENTIFICATION SIGN R99(CA) ON NEW POST PER DETAIL ON SHEET 7.
6. PAINT CURB BLUE TO DENOTE ADA DROP–OFF AREA.
7. REMOVE, KEEP, AND RE–INSTALL BLUE CONCTRETE CURB STOP IN SAME LOCATION.
8. PAINT PAVEMENT ARROW PER DETAIL ON SHEET 7.

TAIT
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p: 714/560/8200 f: 714/560/8211
www.tait.com
Los Angeles Ontario Sacramento San Diego San Francisco Boise Dallas Denver

DENNIS POSTLER, PE — 10/15/2025 DATE

REGISTERED PROFESSIONAL ENGINEER — DENNIS POSTLER — No.C46106 Exp.12/31/26 — CIVIL — STATE OF CALIFORNIA

BENCHMARK:

REVISIONS			
NO	DESCRIPTION	APPROVE	DATE

CITY OF CARSON

ENGINEERING SERVICES DIVISION

PAVEMENT REHABILITATION
MLK JR. ST, MAIN ST TO AVALON BLVD

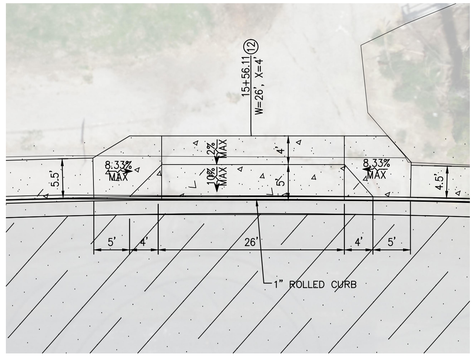
TITLE SHEET

PROJECT NO.	SHEET	PLAN NO.
1608	1 of 10	

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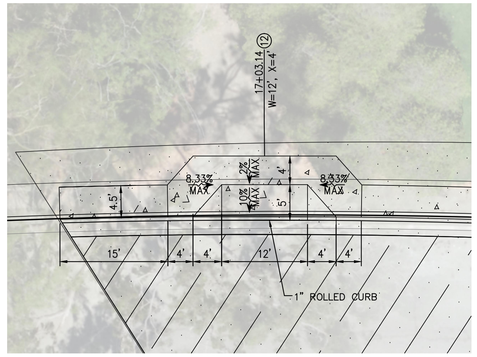
RECOMMENDED BY: Ken Young 10/22/25
KENNETH YOUNG, PE, SENIOR CIVIL ENGINEER — DATE

APPROVED BY: 10-23-2025
GILBERT MARQUEZ, PE, CITY ENGINEER — DATE



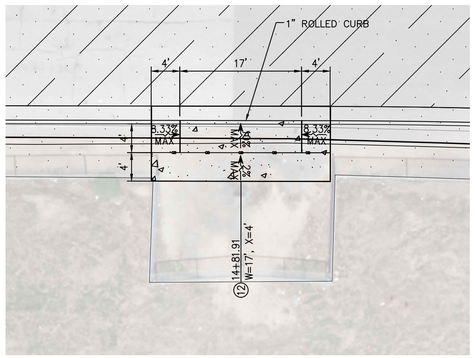
DETAIL A

SCALE: 1 INCH = 10 FEET



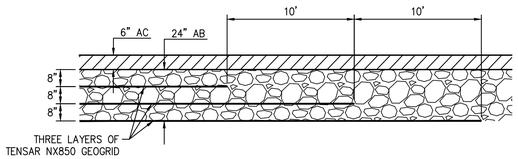
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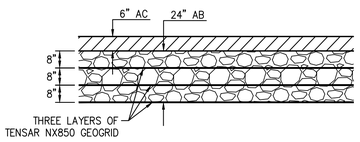
DETAIL C

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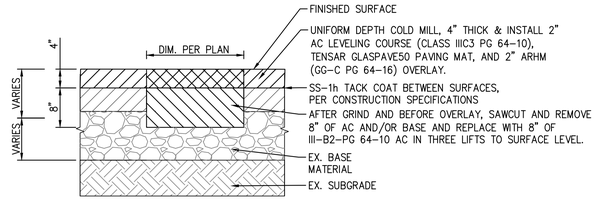
2 GEOGRID TAPERING DETAIL

NTS



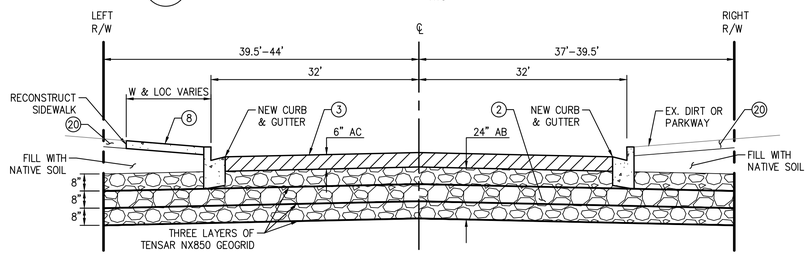
4 AC PAVEMENT DETAIL - PARKING LOT

NTS



3 AC PATCHING DETAIL - MILL & OVERLAY

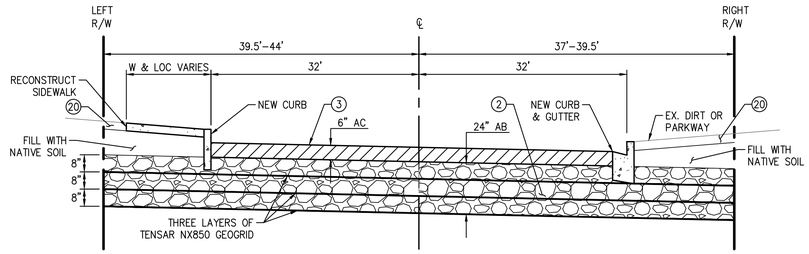
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TYPICAL FULL DEPTH RECONSTRUCTION SECTION

STA. 10+41 TO 14+25
STA. 22+00 TO 28+00
STA. 36+00 TO 42+55

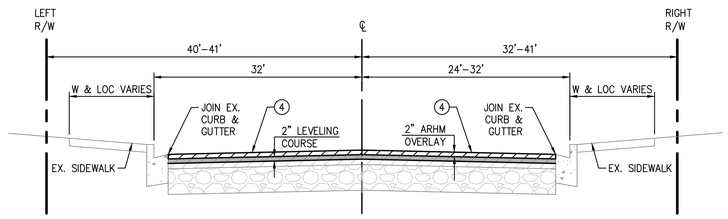
NTS



TYPICAL FULL DEPTH RECONSTRUCTION SECTION

STA. 14+25 TO 22+00

NTS



TYPICAL MILL AND OVERLAY SECTION

STA. 28+00 TO 36+00

NTS

MASTER LIST OF CONSTRUCTION NOTES

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7. RETROFIT CURB RAMP WITH SURFACE APPLIED TRUNCATED DOMES PER SPPWC STD. 111-5 AND GRIND LIP OF GUTTER AT BOTTOM OF RAMP TO 0" CURB FACE.
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HATCHING LEGEND

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- AFTER COLD MILL, SAWCUT AND REMOVE 8" OF EXISTING PAVEMENT SECTION AND CONSTRUCT NEW 8" AC PAVEMENT SECTION PER DETAIL 3 ON SHEET 2.

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REGISTERED PROFESSIONAL ENGINEER
DENNIS POSTLER
No.C46106
Exp.12/31/26
CIVIL
STATE OF CALIFORNIA

BENCHMARK:

REVISIONS			
NO	DESCRIPTION	APPROVE	DATE

CITY OF CARSON

ENGINEERING SERVICES DIVISION

PAVEMENT REHABILITATION
MLK JR. ST, MAIN ST TO AVALON BLVD

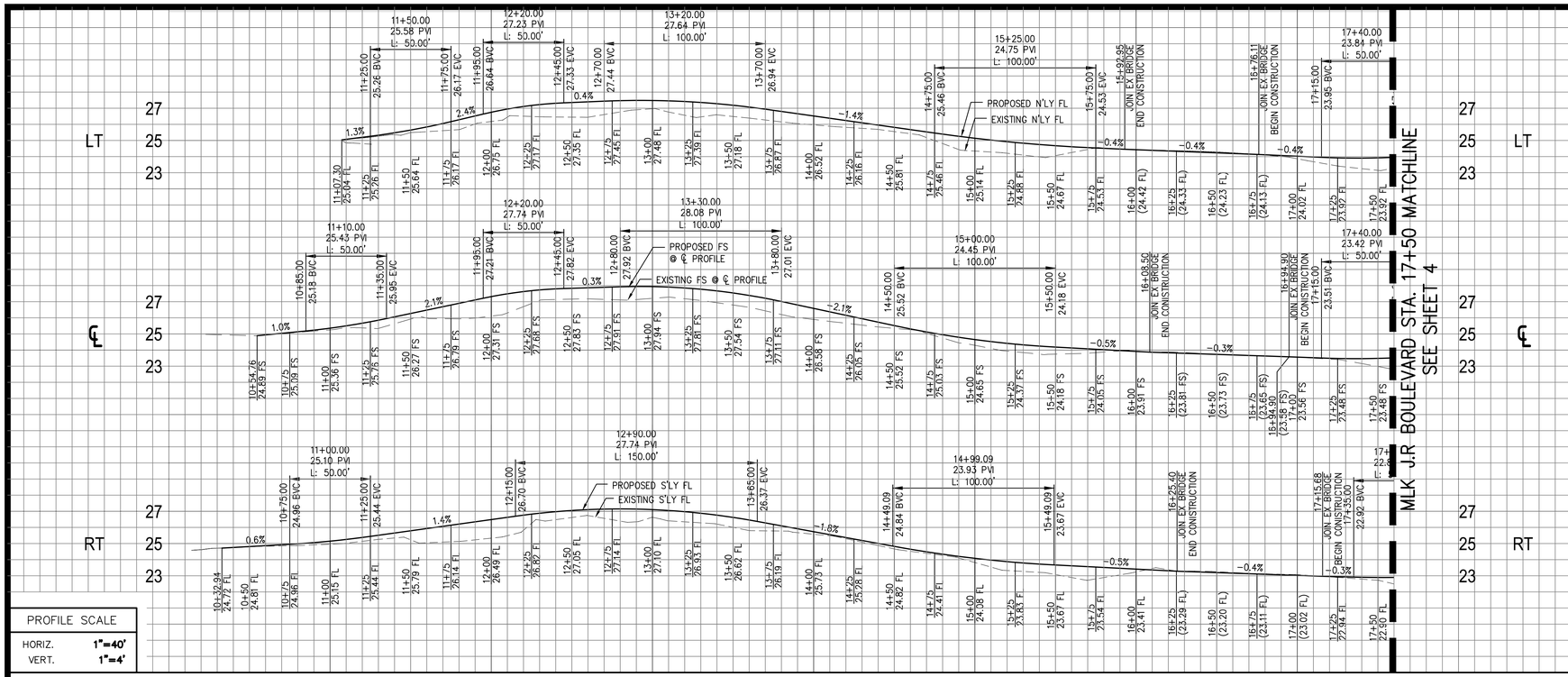
DETAILS

PROJECT NO.	SHEET	PLAN NO.
1608	2 of 10	

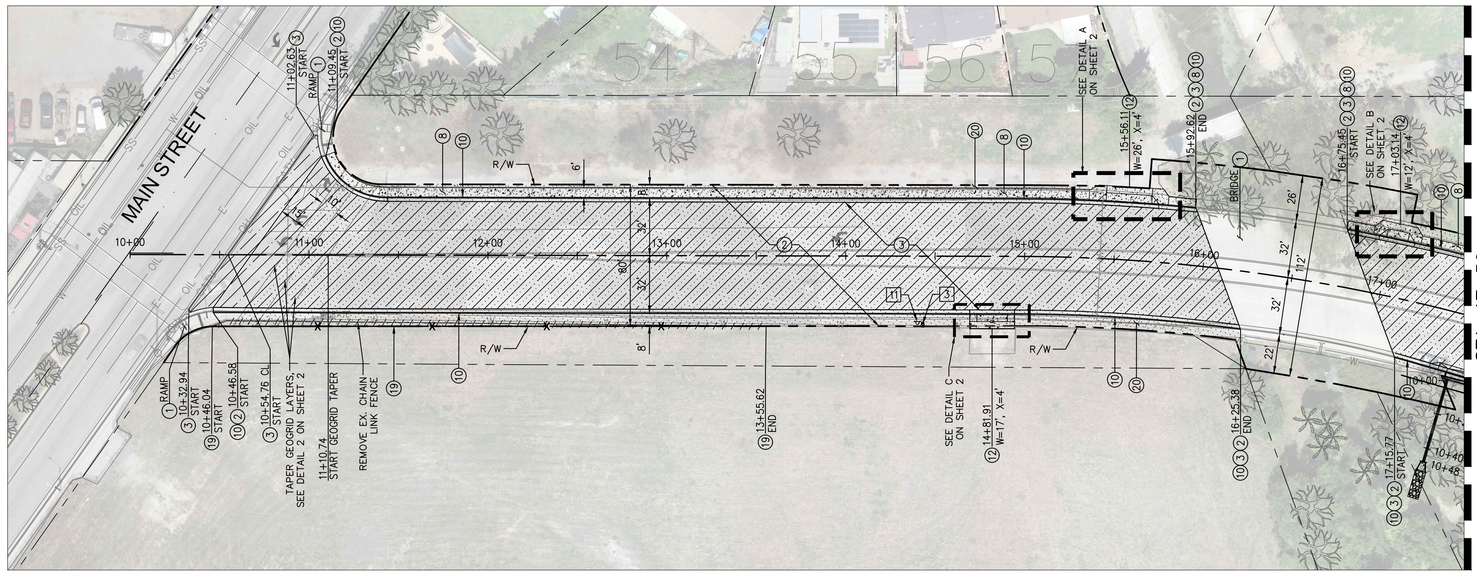
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RECOMMENDED BY: Ken Young 10/22/2025
KENNETH YOUNG, PE, SENIOR CIVIL ENGINEER — DATE

APPROVED BY: 10-23-2025
GILBERT MARQUEZ, PE, CITY ENGINEER — DATE



PROFILE SCALE	
HORIZ.	1"=40'
VERT.	1"=4'



CONSTRUCTION NOTES

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DENNIS POSTLER, PE

10/15/2025
DATE

REGISTERED PROFESSIONAL ENGINEER
DENNIS POSTLER
No.C46106
Exp.12/31/26
CIVIL
STATE OF CALIFORNIA

BENCHMARK:

REVISIONS			
NO	DESCRIPTION	APPROVE	DATE

CITY OF CARSON

ENGINEERING SERVICES DIVISION

PAVEMENT REHABILITATION
MLK J.R. BLVD, MAIN ST TO AVALON BLVD

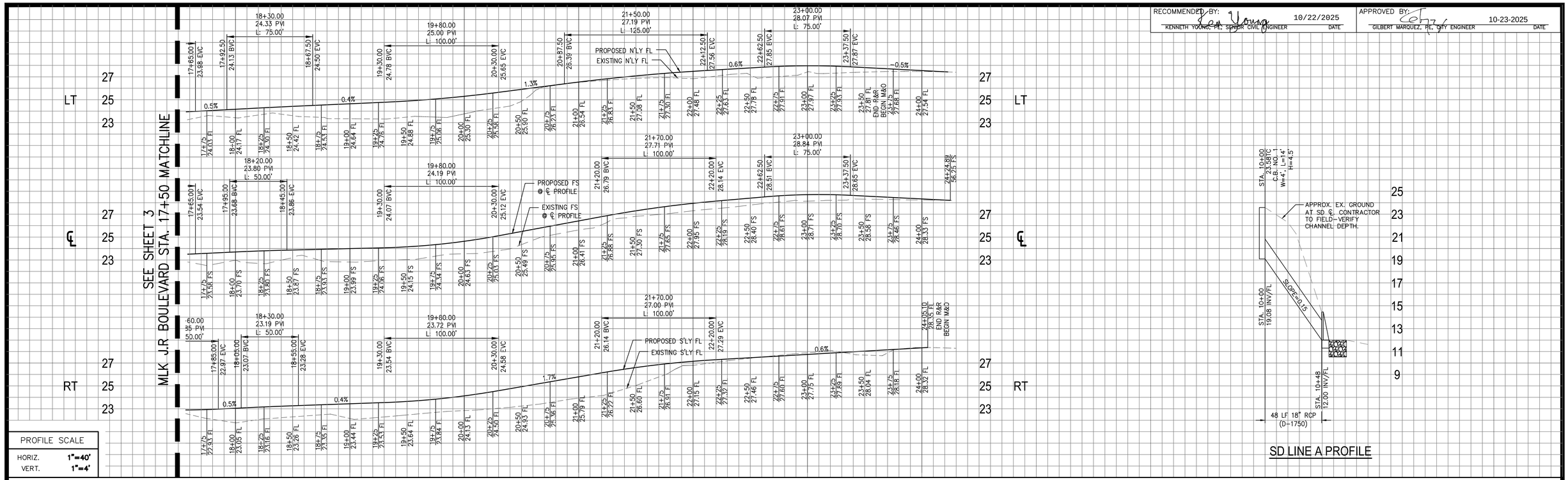
M.L.K. JR. STREET- STA 10+00 TO STA 17+50

PROJECT NO.	SHEET	PLAN NO.
1608	3 of 10	

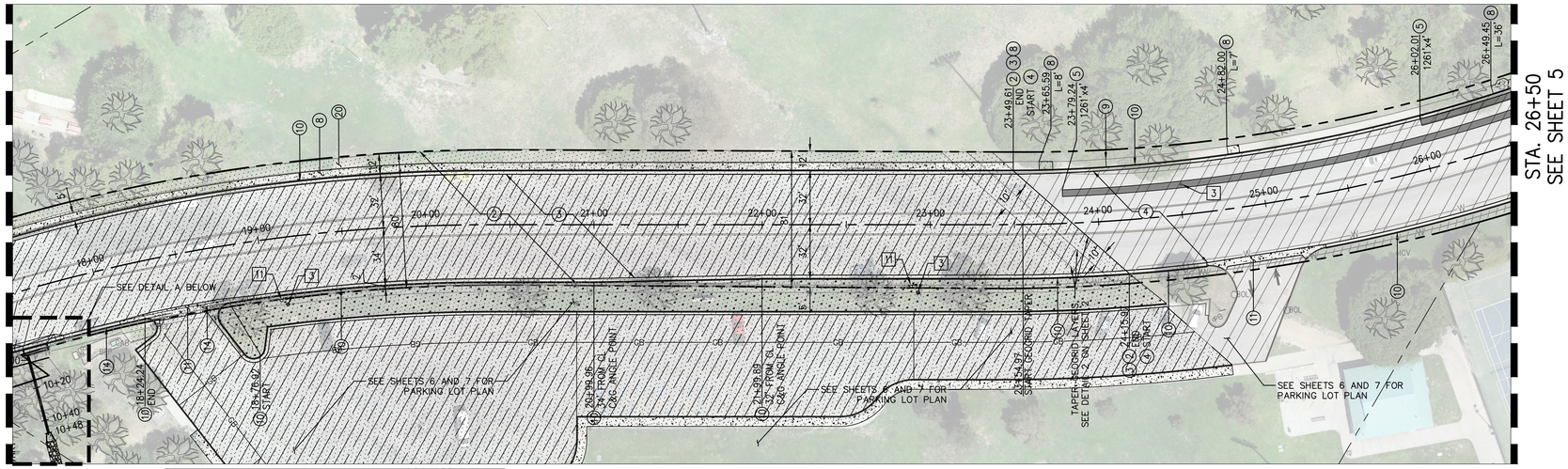
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RECOMMENDED BY: Ken Young 10/22/2025
KENNETH YOUNG, PE, SENIOR CIVIL ENGINEER — DATE

APPROVED BY: 10-23-2025
GILBERT MARQUEZ, PE, CITY ENGINEER — DATE



SD LINE A PROFILE



CONSTRUCTION NOTES

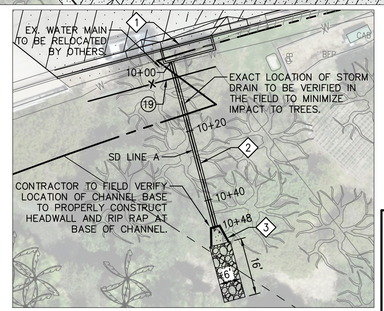
1. PROTECT IN PLACE.
2. EXCAVATE ROADWAY, CURB & GUTTER, AND ANY OTHER NECESSARY IMPROVEMENTS, 2.5' DOWN FROM PROPOSED FINISHED SURFACE. INSTALL THREE LAYERS OF GEOGRID WITHIN A 24" AGGREGATE BASE LAYER PER TYPICAL SECTION ON SHEET 2.
3. CONSTRUCT 6" AC PAVEMENT SECTION PER TYPICAL SECTION ON SHEET 2.
4. UNIFORM DEPTH COLD MILL, 4" THICK & INSTALL 2" AC LEVELING COURSE (CLASS IIIC3 PG 64-10), TENSAR GLASPAVE50 PAVING MAT, AND 2" ARHM (GG-C PG 64-16) OVERLAY.
5. AFTER COLD MILL, SAWCUT AND REMOVE 8" OF EXISTING PAVEMENT SECTION AND CONSTRUCT NEW 8" AC PAVEMENT SECTION PER DETAIL 3 ON SHEET 2.
8. REMOVE AND REPLACE 4" PCC SIDEWALK PER SPPWC STD. PLAN NO. 113-2, PRUNE & REMOVE CONFLICTING ROOTS, CONTRACTOR TO COORDINATE WITH CITY ARBORIST.
9. GRIND EXISTING PCC SIDEWALK LIP FLUSH WITH ADJACENT SIDEWALK PANEL.
10. REMOVE AND REPLACE PCC CURB & GUTTER PER SPPWC PLAN NO. 120-2. HEIGHT & WIDTH TO MATCH EXISTING.
11. REMOVE EXISTING PORTION OF ROAD AND EXISTING CROSS GUTTER AND CONSTRUCT CROSS GUTTER PER CITY OF CARSON STD. PLAN NO. 113.
14. REMOVE EXISTING TRENCH DRAIN AND GUTTER.
19. REMOVE EXISTING CHAIN LINK FENCE AND CONCRETE FOOTING, INSTALL NEW CHAIN LINK FENCE ON CITY R/W PER SPPWC STD. PLAN 600-4.
20. INSTALL 6" OF TOPSOIL AND SEEDING.

UTILITY NOTES

3. ADJUST EXISTING WATER VALVE CAN & LID TO GRADE.

HATCHING LEGEND

- EXCAVATE ROADWAY, CURB & GUTTER, AND ANY OTHER NECESSARY IMPROVEMENTS, 2.5' DOWN FROM PROPOSED FINISHED SURFACE. INSTALL THREE LAYERS OF GEOGRID WITHIN A 24" AGGREGATE BASE LAYER PER TYPICAL SECTION ON SHEET 2.
- CONSTRUCT 6" AC PAVEMENT SECTION PER TYPICAL SECTION ON SHEET 2.
- UNIFORM DEPTH COLD MILL, 4" THICK & INSTALL 2" AC LEVELING COURSE (CLASS IIIC3 PG 64-10), TENSAR GLASPAVE50 PAVING MAT, AND 2" ARHM (GG-C PG 64-16) OVERLAY.
- AFTER COLD MILL, SAWCUT AND REMOVE 8" OF EXISTING PAVEMENT SECTION AND CONSTRUCT NEW 8" AC PAVEMENT SECTION PER DETAIL 3 ON SHEET 2.



DETAIL A
SCALE: 1"=20'

STORM DRAIN NOTES

1. INSTALL CATCH BASIN PER SPPWC STD. DWG. 300-4. L=14'.
2. INSTALL 18" RCP SD PIPE, SEE PROFILE FOR D-LOAD (REMOVE APPLICABLE TREES AND CLEAR AND GRUB GROUND TO MAKE ROOM FOR TRENCH).
3. INSTALL HEADWALL PER OCPW STD. PLAN 1903 WITH 5.3 CY OF RIP RAP ENERGY DISSIPATER. MIN 8" DIAMETER RIP RAP ROCK INSTALLED OVER FILTER FABRIC, SEE PLAN FOR DIMENSIONS.

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DENNIS POSTLER, PE

10/15/2025
DATE

REGISTERED PROFESSIONAL ENGINEER
DENNIS POSTLER
No.C46106
Exp.12/31/26
CIVIL
STATE OF CALIFORNIA

BENCHMARK:

REVISIONS			
NO	DESCRIPTION	APPROVE	DATE

CITY OF CARSON

ENGINEERING SERVICES DIVISION

PAVEMENT REHABILITATION
MLK J.R. BLVD, MAIN ST TO AVALON BLVD

M.L.K. JR. STREET- STA 17+50 TO STA 26+50

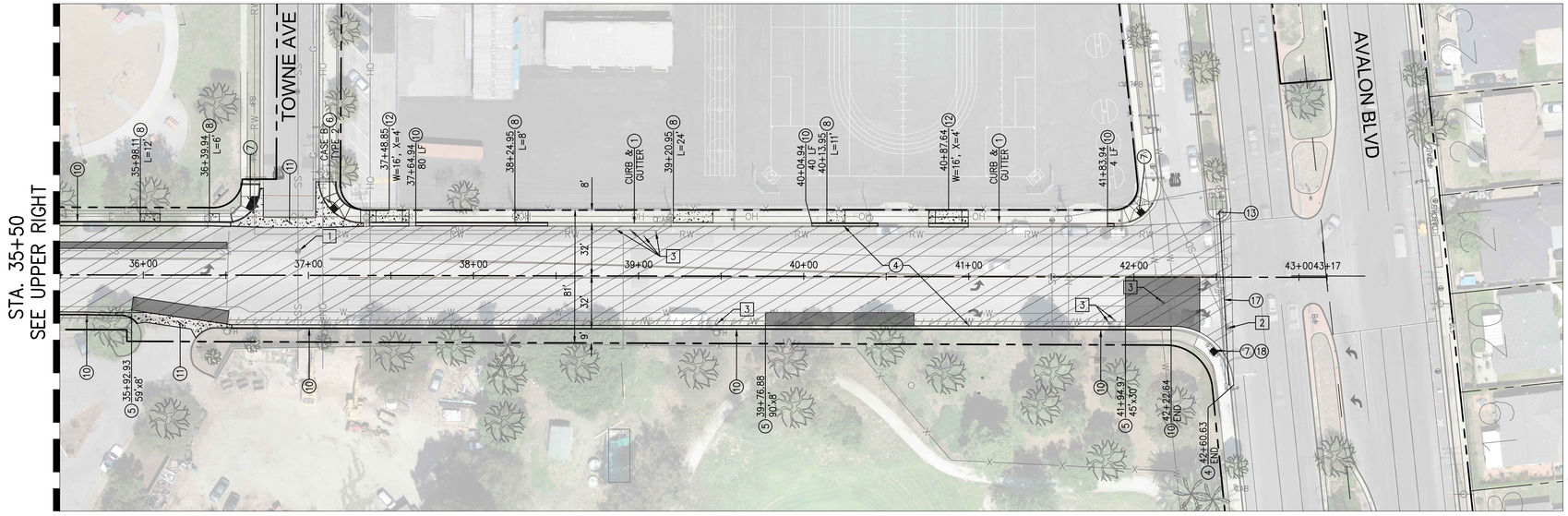
PROJECT NO.	SHEET	PLAN NO.
1608	4 of 10	

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PLOTTED: 10/15/2025 2:19:39 PM BY Aaron Richter PAGESETUP: ---- PLOTSTYLE: Default R14 pen assignments.ctb

RECOMMENDED BY: Ken Young 10/22/2025
KENNETH YOUNG, PE, SENIOR CIVIL ENGINEER — DATE

APPROVED BY: 10-23-2025
GILBERT MARQUEZ, PE, CITY ENGINEER — DATE





MASTER LIST OF CONSTRUCTION NOTES

(1) PROTECT IN PLACE.

(4) UNIFORM DEPTH COLD MILL, 4" THICK & INSTALL 2" AC LEVELING COURSE (CLASS IIIC3 PG 64-10), TENSAR GLASPAVE50 PAVING MAT, AND 2" ARHM (GG-C PG 64-16) OVERLAY.

(5) AFTER COLD MILL, SAWCUT AND REMOVE 8" OF EXISTING PAVEMENT SECTION AND CONSTRUCT NEW 8" AC PAVEMENT SECTION PER DETAIL 3 ON SHEET 2.

(7) RETROFIT CURB RAMP WITH SURFACE APPLIED TRUNCATED DOMES PER SPPWC STD. 111-5 AND GRIND LIP OF GUTTER AT BOTTOM OF RAMP TO 0" CURB FACE.

(8) REMOVE AND REPLACE 4" PCC SIDEWALK PER SPPWC STD. PLAN NO. 113-2, PRUNE & REMOVE CONFLICTING ROOTS, CONTRACTOR TO COORDINATE WITH CITY ARBORIST.

(10) REMOVE AND REPLACE PCC CURB & GUTTER PER SPPWC PLAN NO. 120-2. HEIGHT & WIDTH TO MATCH EXISTING.

(11) REMOVE EXISTING PORTION OF ROAD AND EXISTING CROSS GUTTER AND CONSTRUCT CROSS GUTTER PER CITY OF CARSON STD. PLAN NO. 113.

(12) REMOVE EXISTING PORTION OF ROAD AND EXISTING CROSS GUTTER AND CONSTRUCT CROSS GUTTER PER CITY OF CARSON STD. PLAN NO. 113.

(13) PEDESTRIAN RAMPS AND TRAFFIC SIGNAL EQUIPMENT IMPROVEMENTS ALONG AVALON BLVD BY OTHERS (L.A. COUNTY).

(17) INSTALL 105' 3" PVC CONDUIT

(18) CONTRACTOR TO COORDINATE WITH WEST BASIN MUNICIPAL WATER DISTRICT TO RELOCATE/RECONSTRUCT IRRIGATION VALVE. IF VALVE TO REMAIN IN CURRENT LOCATION, INSTALL SURFACE APPLIED TACTILE WARNING PANELS PER CALTRANS APPROVED PRODUCT LIST.

UTILITY NOTES

[1] ADJUST EXISTING SEWER/STORM DRAIN MANHOLE FRAME & COVER TO GRADE PER SPPWC STD. DWG. 205-2.

[3] ADJUST EXISTING WATER VALVE CAN & LID TO GRADE.

[11] ADJUST EXISTING FIRE HYDRANT TO GRADE.

HATCHING LEGEND

UNIFORM DEPTH COLD MILL, 4" THICK & INSTALL 2" AC LEVELING COURSE (CLASS IIIC3 PG 64-10), TENSAR GLASPAVE50 PAVING MAT, AND 2" ARHM (GG-C PG 64-16) OVERLAY.

AFTER COLD MILL, SAWCUT AND REMOVE 8" OF EXISTING PAVEMENT SECTION AND CONSTRUCT NEW 8" AC PAVEMENT SECTION PER DETAIL 3 ON SHEET 2.

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10/15/2025
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REGISTERED PROFESSIONAL ENGINEER — DENNIS POSTLER — No.C46106 Exp.12/31/26 — CIVIL — STATE OF CALIFORNIA

BENCHMARK:

REVISIONS			
NO	DESCRIPTION	APPROVE	DATE

CITY OF CARSON

ENGINEERING SERVICES DIVISION

PAVEMENT REHABILITATION
MLK J.R. BLVD, MAIN ST TO AVALON BLVD

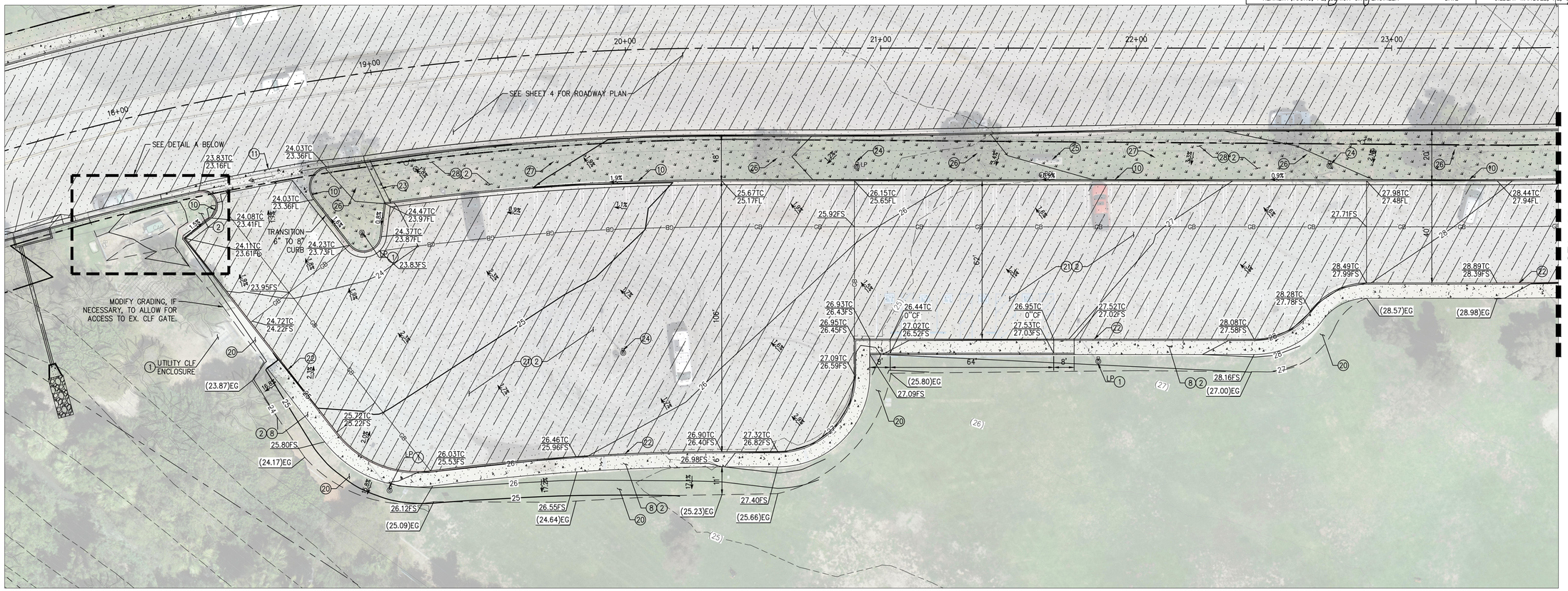
M.L.K. JR. STREET- STA 26+50 TO STA 42+50

PROJECT NO.	SHEET	PLAN NO.
1608	5 of 10	

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PLOTTED: 10/15/2025 2:20:19 PM BY Aaron Richter PAGESETUP: ---- PLOTSTYLE: Default R14 pen assignments.ctb

RECOMMENDED BY: _____ 10/25/2025
KENNETH YOUNG, P.E., SENIOR CIVIL ENGINEER — DATE

APPROVED BY: _____ 10-23-2025
GILBERT MARQUEZ, PE, CITY ENGINEER — DATE



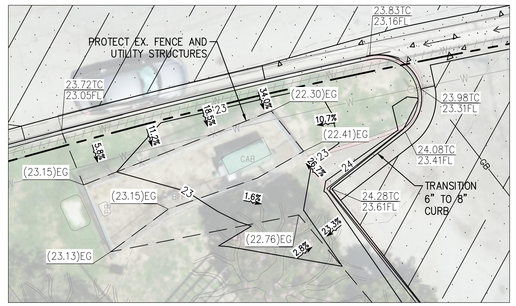
0 20' 40'
SCALE: 1" = 20'

MASTER LIST OF CONSTRUCTION NOTES

1. PROTECT IN PLACE.
2. EXCAVATE ROADWAY, CURB & GUTTER, AND ANY OTHER NECESSARY IMPROVEMENTS, 2.5' DOWN FROM PROPOSED FINISHED SURFACE. INSTALL THREE LAYERS OF GEOGRID WITHIN A 24" AGGREGATE BASE LAYER PER TYPICAL SECTION ON SHEET 2.
4. UNIFORM DEPTH COLD MILL, 4" THICK & INSTALL 2" AC LEVELING COURSE (CLASS IIIC3 PG 64-10), TENSAR GLASPAVE50 PAVING MAT, AND 2" ARHM (GG-C PG 64-16) OVERLAY.
8. REMOVE AND REPLACE 4" PCC SIDEWALK PER SPPWC STD. PLAN NO. 113-2, PRUNE & REMOVE CONFLICTING ROOTS, CONTRACTOR TO COORDINATE WITH CITY ARBORIST.
10. REMOVE AND REPLACE PCC CURB & GUTTER PER SPPWC PLAN NO. 120-2. HEIGHT & WIDTH TO MATCH EXISTING.
11. REMOVE EXISTING PORTION OF ROAD AND EXISTING CROSS GUTTER AND CONSTRUCT CROSS GUTTER PER CITY OF CARSON STD. PLAN NO. 113.
20. INSTALL 6" OF TOPSOIL AND SEEDING.
21. INSTALL 6" AC PAVEMENT SECTION PER DETAIL 4 ON SHEET 2.
22. REMOVE AND REPLACE PCC CURB PER SPPWC PLAN NO. 120-2. HEIGHT & WIDTH TO MATCH EXISTING.
23. CONTRUCT 24" WIDE PARKWAY DRAIN PER SPPWC STD PLAN 151-3.
24. REMOVE AND REPLACE EX. LIGHT POLE. PROTECT EXISTING ELECTRICAL CONDUIT DURING CONSTRUCTION.
25. ADJUST EX. SIGN AND FOUNDATION TO NEW GRADE.
26. REMOVE AND REPLACE EXISTING TREE PER SPEFICICATIONS.
27. ADD NEW TREE PER SPECIFICATIONS.
28. REMOVE AND REPLACE EXISTING LANDSCAPING AND IRRIGATION IMPROVEMENTS IN KIND.

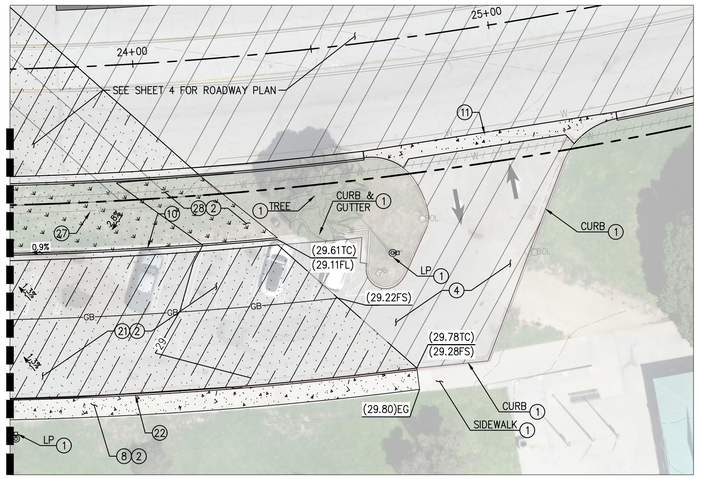
HATCHING LEGEND

INSTALL 6" AC PAVEMENT SECTION PER DETAIL 4 ON SHEET 2.



DETAIL A

SCALE: 1"=10'



0 20' 40'
SCALE: 1" = 20'

REVISIONS			
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CITY OF CARSON

ENGINEERING SERVICES DIVISION

PAVEMENT REHABILITATION
MLK J.R. BLVD, MAIN ST TO AVALON BLVD

PARKING LOT PRECISE GRADING PLAN

PROJECT NO.	SHEET	PLAN NO.
1608	6 of 10	

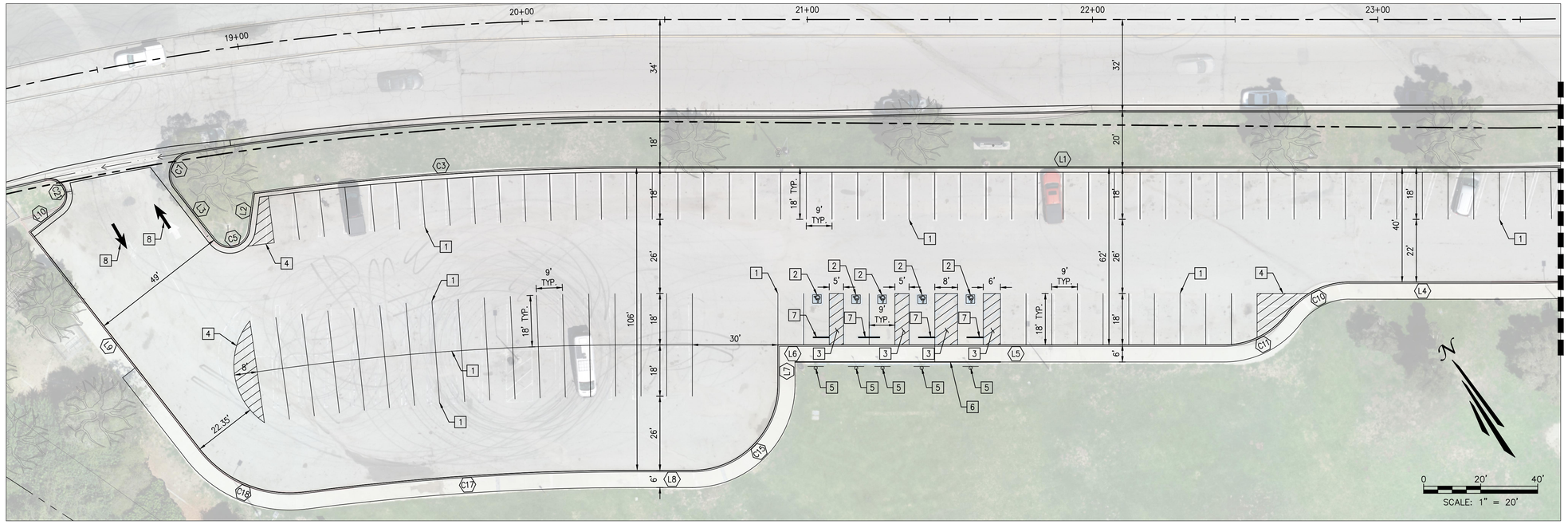
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BENCHMARK:

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PLOTTED: 10/15/2025 2:21:37 PM BY Aaron Richter PAGESETUP: ---- PLOTSTYLE: Default R14 per assignments.ctb

RECOMMENDED BY: Ken Young 10/22/2025
KENNETH YOUNG, PE, SENIOR CIVIL ENGINEER — DATE

APPROVED BY: 10-23-2025
GILBERT MARQUEZ, PE, CITY ENGINEER — DATE

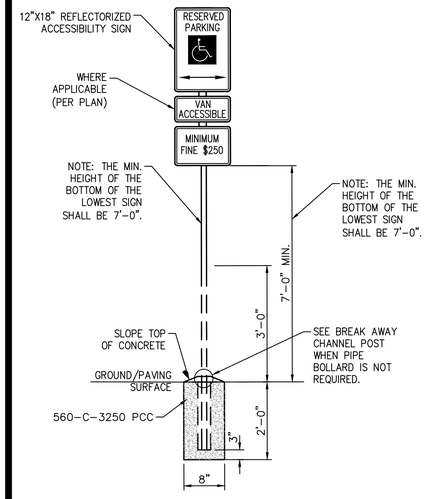


SIGNING & STRIPING NOTES

1. PAINT STANDARD PARKING STALL STRIPING PER DETAIL ON SHEET 7.
2. PAINT ACCESSIBLE PARKING STALL PER 2019 CBC AND DETAIL ON SHEET 7.
3. PAINT ACCESSIBLE PARKING STRIPING PER 2019 CBC AND DETAIL ON SHEET 7.
4. PAINT STRIPING IN REFLECTIVE WHITE WITH INTERIOR STRIPES AT 45 DEGREES AT 3–FT O.C.
5. FURNISH AND INSTALL ACCESSIBLE PARKING STALL IDENTIFICATION SIGN R99(CA) ON NEW POST PER DETAIL ON SHEET 7.
6. PAINT CURB BLUE TO DENOTE ADA DROP–OFF AREA.
7. REMOVE, KEEP, AND RE–INSTALL BLUE CONCTRETE CURB STOP IN SAME LOCATION.
8. PAINT PAVEMENT ARROW PER DETAIL ON SHEET 7.

LINE TABLE		
NUMBER	BEARING	LENGTH
L1	N58° 48' 03"W	303.54
L2	S38° 28' 44"W	12.93
L3	N6° 45' 31"W	22.77
L4	N58° 48' 03"W	51.11
L5	N58° 48' 03"W	146.02
L6	N58° 48' 03"W	10.45
L7	S31° 11' 57"W	14.00
L8	N58° 48' 03"W	21.86
L9	N6° 45' 31"W	96.39
L10	N83° 14' 29"E	13.00

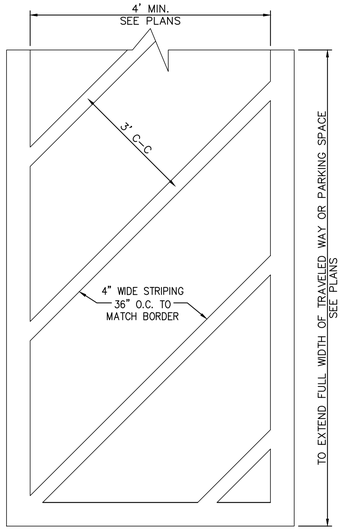
CURVE TABLE			
CURVE	DELTA	LENGTH	RADIUS
C1	5° 24' 26"	99.28	1052.00
C3	7° 35' 56"	132.00	995.28
C5	134° 45' 44"	16.46	7.00
C7	118° 44' 43"	16.58	8.00
C8	7° 15' 55"	138.47	1092.00
C10	53° 07' 48"	25.50	27.50
C11	53° 07' 48"	25.50	27.50
C15	90° 00' 00"	47.12	30.00
C17	7° 22' 05"	114.36	889.28
C18	59° 31' 27"	41.56	40.00
C21	154° 16' 23"	16.16	6.00



NOTES:
1. SIGN SHALL BE CONSTRUCTED OF A MINIMUM 0.062" THICK ALUMINUM.
2. LETTERING, SYMBOL AND BORDER SHALL BE REFLECTIVE WHITE, ON BLUE BACKGROUND.
3. PLACE IN FRONT OF EACH ACCESSIBLE PARKING STALL WITHIN CLEAR VIEW, BUT NOT TO OBSTRUCT PASSAGE FROM PARKING STALL OR ANY WALKWAY.
4. WHERE SPACE IS DESIGNED FOR VAN ACCESSIBILITY, A SIGN "VAN ACCESSIBLE" SHALL BE INSTALLED.
5. MINIMUM VAN ACCESSIBLE VERTICAL CLEARANCE IS 8'–2"

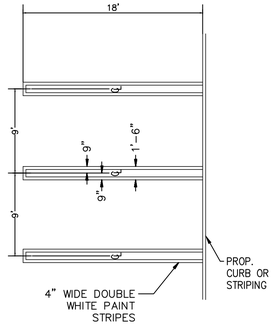
NOTE: DETAIL PROVIDED FOR REFERENCE ONLY. REFER TO BUILDING PLANS.

5 ADA PARKING SIGN R99(CA)
NTS

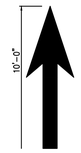


NOTE:
1. ALL STRIPING SHALL BE APPLIED PER SPECIFICATIONS 2 COAT MIN.
2. NEW AC SHALL BE COOL AND CURED PRIOR TO APPLICATION OF STRIPING.

4 45° STRIPING
NTS



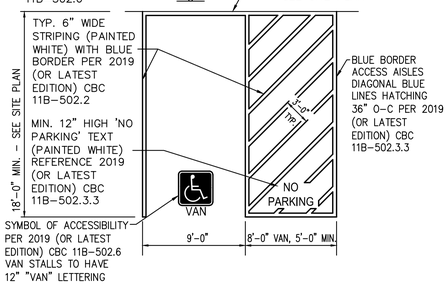
1 PARKING STALL STRIPING
NTS



SOLID ARROW MARKING
AS INDICATED ON PLANS
PAINTED "RETROREFLECTIVE WHITE"

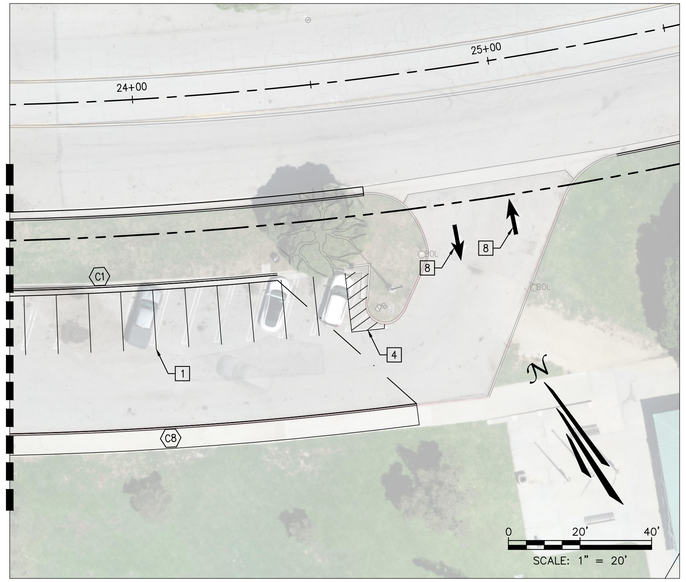
NOTES:
1. ARROWS SHALL BE APPLIED IN ACCORDANCE WITH SECTION 3B.20 OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS.
2. THESE ARROWS ARE TO BE PAINTED "RETROREFLECTIVE WHITE WITH GLASS BEADS", PER SPECIFICATIONS, WHEN AT EXITS FROM PARKING LOT TO PUBLIC STREETS.

8 SOLID ARROW PAVEMENT MARKING
NTS



NOTES:
1) ACCESSIBLE SPACE MUST PERMIT USE OF EITHER OF CAR DOORS.
2) BUMPER REQUIRED WHEN NO CURB OR BARRIER IS PROVIDED WHICH WILL PREVENT ENCROACHMENT OF CARS OVER WALKWAYS.
3) WHEEL CHAIR USERS MUST NOT BE FORCED TO GO BEHIND PARKED CARS OTHER THAN THEIR OWN.

2 3 ADA PARKING STALL
NTS



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BENCHMARK:

REVISIONS			
NO	DESCRIPTION	APPROVE	DATE

CITY OF CARSON

ENGINEERING SERVICES DIVISION

PAVEMENT REHABILITATION MLK J.R. BLVD, MAIN ST TO AVALON BLVD

PARKING LOT HORIZONTAL CONTROL & STRIPING PLAN

PROJECT NO.	SHEET	PLAN NO.
1608	7 of 10	

K:\Drawings\ME\ME0447C – MLK – Main to Avalon\ENG\Construction Drawings\ME0447C – HC – Parking Lot.dwg
PLOTTED: 10/21/2025 5:04:21 PM BY Aaron Richter PAGESETUP: ---- PLOTSTYLE: Default R14 pen assignments.ctb

RECOMMENDED BY: NICK LOWE, PE, TE – TRAFFIC ENGINEER 10/23/2025 DATE

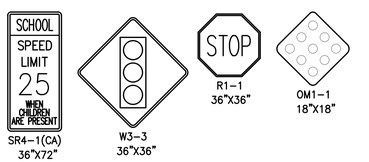
APPROVED BY: GILBERT MARQUEZ, PE – CITY ENGINEER 10-23-2025 DATE

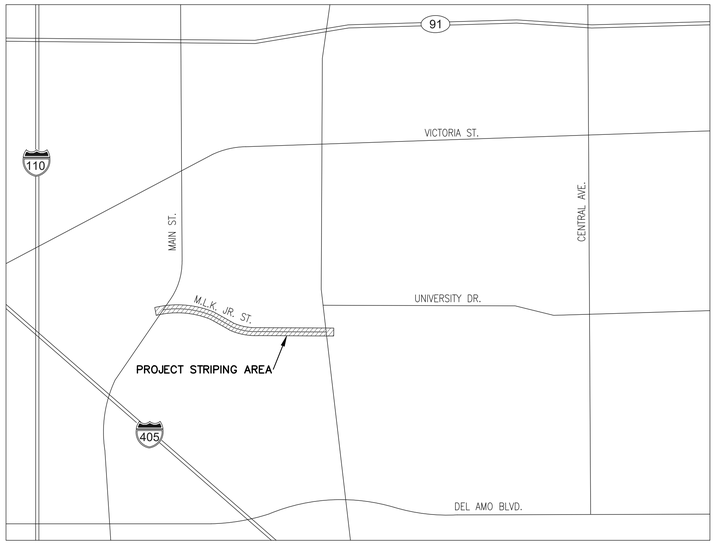
SIGNING AND STRIPING PLAN
M.L.K. JR. STREET FROM MAIN STREET TO AVALON BLVD
CITY OF CARSON

SIGNING AND STRIPING GENERAL NOTES:

1. SIGNING AND STRIPING SHALL CONFORM TO PART 2 SIGNS AND PART 3 MARKINGS OF THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CA MUTCD) AND ANY ADDENDUMS THERE TO OR LATEST EDITION, THESE PLANS AND SPECIAL PROVISIONS.
2. PAVEMENT LEGENDS SHALL MATCH THE CITY STENCILS.
3. ALL STRIPING AND PAVEMENT MARKINGS SHALL BE REFLECTORIZED AND APPLIED IN TWO COATS. A MINIMUM OF SEVEN DAYS SHALL BE PROVIDED BETWEEN FIRST AND SECOND COATS.
4. ALL CONFLICTING STRIPINGS, PAVEMENT MARKINGS, AND CURB PAINT SHALL BE REMOVED BY WET SANDBLASTING OR OTHER APPROVED METHOD PRIOR TO INSTALLATION OF NEW STRIPING. ALL CONFLICTING RAISED PAVEMENT MARKERS SHALL BE REMOVED.
5. PAVEMENT THAT IS DAMAGED DUE TO REMOVAL OF MARKERS OR STRIPING SHALL BE REPAIRED TO THE SATISFACTION OF THE CITY INSPECTOR.
6. THE CONTRACTOR SHALL CONTACT THE CITY OF CARSON INSPECTION SERVICES FOR INSPECTION 48 HOURS PRIOR TO BEGINNING OF CONSTRUCTION.
7. CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS BEFORE STARTING WORK. IF CONDITIONS EXIST WHICH ARE CONTRARY TO THOSE SHOWN ON THESE PLANS, THE CITY OF CARSON INSPECTION SERVICES SHALL BE NOTIFIED BEFORE PROCEEDING WITH WORK.
8. ALL WORK SHALL CONFORM TO THE PLANS AND SPECIFICATIONS IN ALL RESPECTS AND SHALL BE SUBJECT TO APPROVAL BY THE CITY ENGINEER.
9. ALL TRAFFIC CONTROL WORK FOR CONSTRUCTION SHALL CONFORM TO PART 6 – TEMPORARY TRAFFIC CONTROL OF THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CA MUTCD) AND ANY ADDENDUMS THERE TO OR LATEST EDITION AND ALL O.S.H.A. REQUIREMENTS.
10. THE CONTRACTOR SHALL HAVE ALL TRAFFIC CONTROL CONSTRUCTION SIGNS, DELINEATORS, ETC., PROPERLY INSTALLED PRIOR TO COMMENCING CONSTRUCTION.
11. THE CONTRACTOR SHALL MAINTAIN ALL TRAFFIC CONTROL SIGNS, DELINEATORS, ETC., TO ENSURE PROPER FLOW AND SAFETY OF TRAFFIC WHILE WORKING IN THE STREET.
12. ADDITIONAL TRAFFIC CONTROL DEVICES MAY BE REQUIRED IN THE FIELD. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY ADDITIONAL TRAFFIC CONTROL DEVICES REQUIRED BY THE CITY INSPECTOR/ REPRESENTATIVE TO ASSURE PUBLIC SAFETY AT ALL TIMES.
13. THE CONTRACTOR SHALL UTILIZE A FLAGMAN DURING CONSTRUCTION WORK AS DEEMED NECESSARY BY THE CITY INSPECTOR.
14. ARROW BOARDS SHALL BE USED ON ANY LANE CLOSURE ON ARTERIAL STREETS.
15. STRIPING SHALL BE CAT TRACKED AND APPROVED BY THE CITY INSPECTOR PRIOR TO FINAL INSTALLATION.
16. ALL SIGN FACE REFLECTIVE SHEETING SHALL BE HIGH INTENSITY GRADE WITH PROTECTIVE OVERLAY FILM.
17. BLUE RAISED REFLECTIVE PAVEMENT MARKERS SHALL BE INSTALLED ADJACENT TO ALL EXISTING FIRE HYDRANTS IN ACCORDANCE WITH THE LATEST EDITION OF THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CA MUTCD).

SIGN LEGEND:





VINCINITY MAP
N.T.S.

N

SHEET INDEX:

Sheet Number	Description
8.	SIGNING AND STRIPING PLAN TITLE SHEET M.L.K. JR. STREET FROM MAIN STREET TO AVALON BLVD.
9.	SIGNING AND STRIPING PLAN M.L.K. JR. STREET FROM MAIN STREET TO AVALON BLVD.
10.	SIGNING AND STRIPING PLAN M.L.K. JR. STREET FROM MAIN STREET TO AVALON BLVD.

SIGNING AND STRIPING CONSTRUCTION NOTES:

(E)	EXISTING SIGN TO REMAIN.
IS	INSTALL SIGN AND POST.
ISL	INSTALL SIGN ON STREET LIGHT POLE.
PM	INSTALL THERMOPLASTIC PAVEMENT MARKING AS SHOWN PER CA-MUTCD STANDARDS.
TX	INSTALL THERMOPLASTIC 12" SOLID WHITE LIMIT LINE OR HIGH VISIBILITY LADDER CROSSWALK PER CITY OF CARSON STANDARDS. SEE DETAIL 'A'.
XX	REMOVE CONFLICTING STRIPING OR MARKINGS BY WET SANDBLASTING PROCESS.
(K)	INSTALL K-71 POST
T6	PAINT 6" SOLID WHITE LANE LINE STRIPE.
P12	PAINT 4" SOLID WHITE CHEVRON STRIPE @ 25' O/C. Y=YELLOW, W=WHITE.
(9)*	PAINT 6" WHITE LANE LINE SKIP STRIPE PER CALTRANS STD. PLAN A20A – DETAIL 9.
(12)*	PAINT 6" WHITE LANE LINE SKIP STRIPE PER CALTRANS STD. PLAN A20A – DETAIL 12.
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(32)*	PAINT 6" DOUBLE YELLOW TWO-WAY LEFT TURN MEDIAN STRIPE PER CALTRANS STD. PLAN A20B – DETAIL 32.
(37B)*	PAINT 8" WHITE LANE DROP STRIPE PER CALTRANS STD. PLAN A20C – DETAIL 37B.
(38)*	PAINT 8" WHITE CHANNELIZING LANE LINE STRIPE PER CALTRANS STD. PLAN A20D – DETAIL 38.
(38A)	PAINT 8" WHITE CHANNELIZING LANE LINE STRIPE PER CALTRANS STD. PLAN A20D – DETAIL 38A.
(39)	PAINT 6" WHITE BIKE LANE STRIPE PER CALTRANS STD. PLAN A20D – DETAIL 39.

*PAINT LANE AND EDGE LINES 2 COATS PER CITY OF CARSON STANDARDS.

(S) SIGNALIZED INTERSECTION

REGISTERED PROFESSIONAL ENGINEER – THOMAS JOSEPH WHEAT – No. 69467 – Exp. 6/30/26 – CIVIL – STATE OF CALIFORNIA

PLANS PREPARED BY:
TJW ENGINEERING, INC.
Traffic Engineering &
Transportation Planning Consultants
9841 Irvine Center Dr., Suite 200, Irvine, CA 92618
t: (949) 878-3509 f: (949) 878-3593
www.tjwengineering.com

THOMAS JOSEPH WHEAT 10/20/25 Exp. 6/30/26

BENCHMARK:

REVISIONS			
NO	DESCRIPTION	APPROVE	DATE

CITY OF CARSON
ENGINEERING SERVICES DIVISION

SIGNING AND STRIPING PLAN TITLE SHEET M.L.K. JR. STREET FROM MAIN ST. TO AVALON BLVD.

PROJECT NO.	SHEET	PLAN NO.
-	8 of 10	-

Last Update: 10/20/2025 9:04:06 AM
File Name: Z:\Shared\Documents_TJW Projects\Projects 1-Z\TAT Projects\TAT-23-005\TAT23005 MLK Jr SS E.dwg
User: KaramJubrael
Plot Date: 10/20/2025 10:50:24 AM

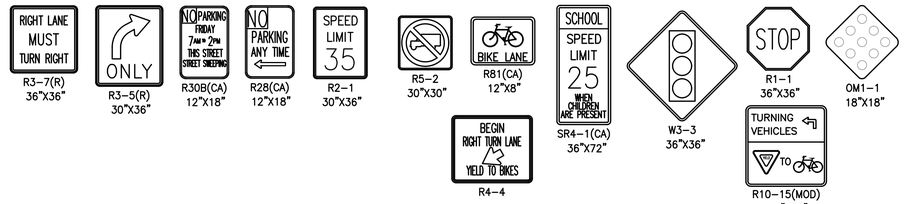
RECOMMENDED BY: NICK LOWE, PE, TE – TRAFFIC ENGINEER 10/23/2025 DATE

APPROVED BY: GILBERT MARQUEZ, PE – CITY ENGINEER 10-23-2025 DATE

SIGNING AND STRIPING GENERAL NOTES:

1. SEE SHEET 1 FOR GENERAL SIGNING AND STRIPING NOTES.

SIGN LEGEND:



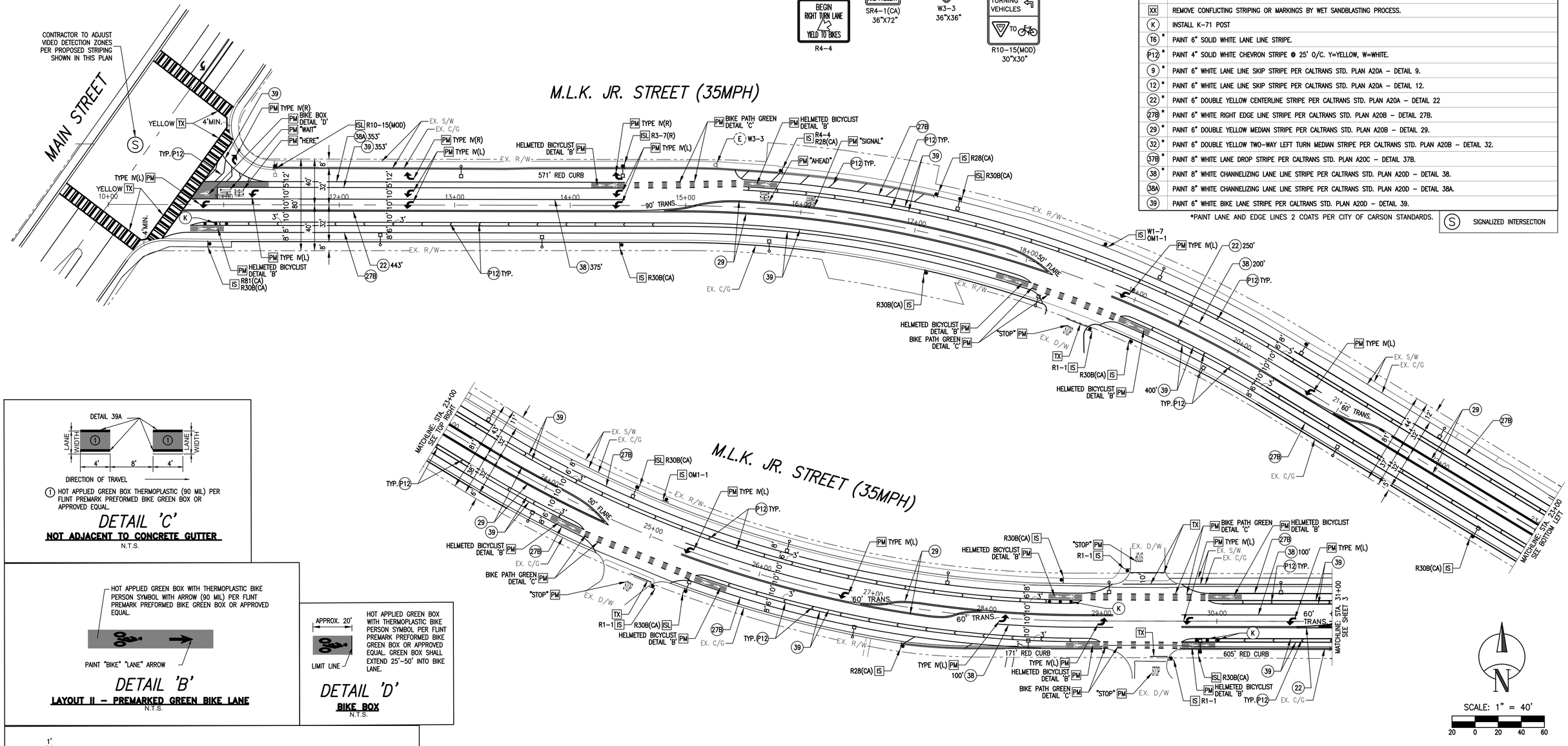
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*PAINT LANE AND EDGE LINES 2 COATS PER CITY OF CARSON STANDARDS.

(S) SIGNALIZED INTERSECTION

M.L.K. JR. STREET (35MPH)



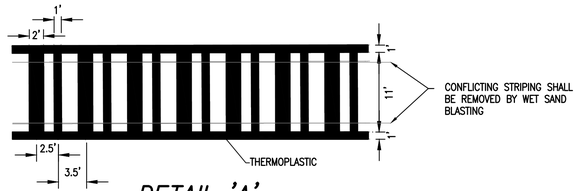
(1) HOT APPLIED GREEN BOX THERMOPLASTIC (90 MIL) PER FLINT PREMARK PREFORMED BIKE GREEN BOX OR APPROVED EQUAL.

DETAIL 'C'
NOT ADJACENT TO CONCRETE GUTTER
N.T.S.

DETAIL 'B'
LAYOUT II – PREMARKED GREEN BIKE LANE
N.T.S.

HOT APPLIED GREEN BOX WITH THERMOPLASTIC BIKE PERSON SYMBOL PER FLINT PREMARK PREFORMED BIKE GREEN BOX OR APPROVED EQUAL. GREEN BOX SHALL EXTEND 25'–50' INTO BIKE LANE.

DETAIL 'D'
BIKE BOX
N.T.S.



DETAIL 'A'
HIGH VISIBILITY LADDER CROSSWALK
N.T.S.

REGISTERED PROFESSIONAL ENGINEER THOMAS JOSEPH WHEAT No. 69467 Exp. 6/30/26 CIVIL STATE OF CALIFORNIA

PLANS PREPARED BY:
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THOMAS JOSEPH WHEAT 10/20/25 Exp. 6/30/26

BENCHMARK:

REVISIONS

NO	DESCRIPTION	APPROVE	DATE

CITY OF CARSON

ENGINEERING SERVICES DIVISION

SIGNING AND STRIPING PLAN

M.L.K. JR. STREET FROM MAIN ST. TO AVALON BLVD.

PROJECT NO.	SHEET	PLAN NO.
-	9 of 10	-

Last Update: 10/20/2025 9:04:06 AM
File Name: Z:\Shared\Documents_TJW Projects\Projects T-Z\TAT Projects\TAT-23-005\TAT23005 MLK Jr SS E.dwg
User: KaramJubrael
Plot Date: 10/20/2025 10:50:24 AM

RECOMMENDED BY: NICK LOWE, PE, TE – TRAFFIC ENGINEER — 10/23/2025 DATE

APPROVED BY: GILBERT MARQUEZ, PE – CITY ENGINEER — 10-23-2025 DATE

SIGNING AND STRIPING GENERAL NOTES:

1. SEE SHEET 1 FOR GENERAL SIGNING AND STRIPING NOTES.

LOOP DETECTOR CONSTRUCTION NOTES:

- LP INSTALL NEW TYPE E AND TYPE E MOD LOOPS PER CALTRANS STD. PLAN ES-5B AS SHOWN.
- AB ABANDON.
- SC SPLICE NEW TO EXISTING CONDUCTORS.

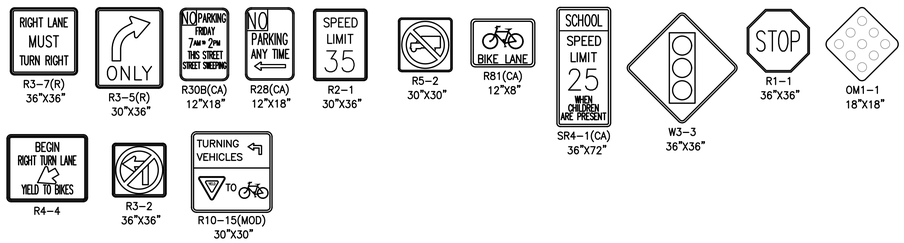
LEGEND:

PROPOSED LOOP DETECTOR — TYPE E, TYPE E MOD, TYPE E BIKE

ABANDONED LOOP DETECTOR

EXISTING PULLBOX

SIGN LEGEND:

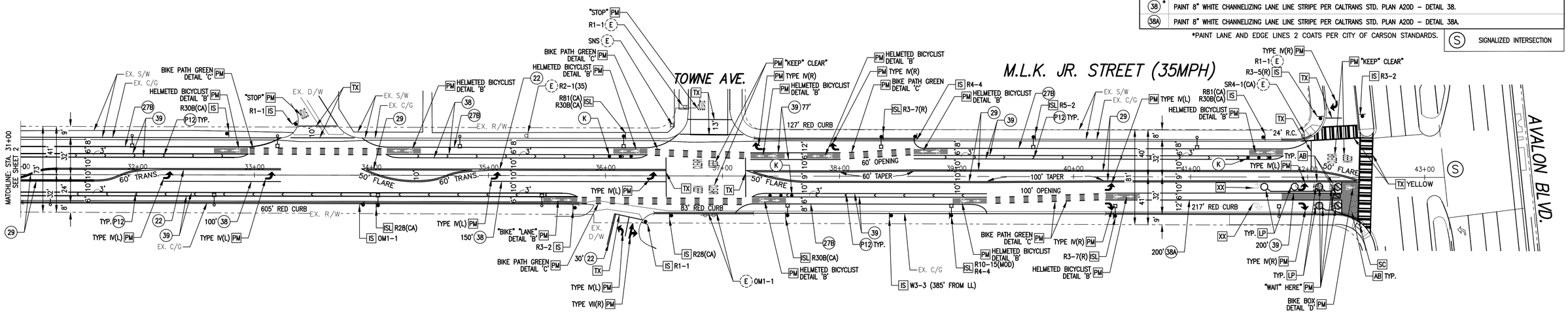


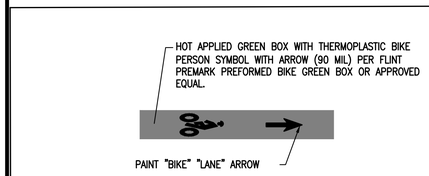
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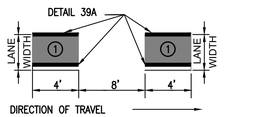
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(S) SIGNALIZED INTERSECTION



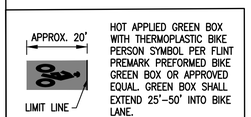


DETAIL 'B'
LAYOUT II – PREMARKED GREEN BIKE LANE
N.T.S.

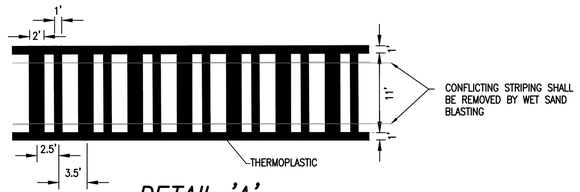


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NOT ADJACENT TO CONCRETE GUTTER
N.T.S.



DETAIL 'D'
BIKE BOX
N.T.S.



DETAIL 'A'
HIGH VISIBILITY LADDER CROSSWALK
N.T.S.



SCALE: 1" = 40'

20 0 20 40 60

REVISIONS

NO	DESCRIPTION	APPROVE	DATE

PLANS PREPARED BY:
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Traffic Engineering & Transportation Planning Consultants
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THOMAS JOSEPH WHEAT R.C.E. No. 69467 — 10/20/25 — Exp. 6/30/26

REGISTERED PROFESSIONAL ENGINEER THOMAS JOSEPH WHEAT No. 69467 Exp. 6/30/26 CIVIL STATE OF CALIFORNIA

BENCHMARK:

CITY OF CARSON

ENGINEERING SERVICES DIVISION

SIGNING AND STRIPING PLAN

M.L.K. JR. STREET FROM MAIN ST. TO AVALON BLVD.

PROJECT NO.	SHEET	PLAN NO.
-	10 of 10	-

Plot Date: 10/20/2025 10:50:24 AM User: KaramJubrael File Name: Z:\Shared\Documents_TJW Projects\Projects T-Z\TAT Projects\TAT-23-005\TA123005 MLK & SS E.dwg Last Update: 10/20/2025 9:04:06 AM

CITY OF CARSON
BID REGISTER

NAME OF PROJECT: *INVITATION FOR BID (IFB) 25-14 – ADDENDUM NO. 3 PROJECT NO. 1608: M.L.K. JR. STREET IMPROVEMENTS*

BID OPENING DATE: *01-05-26* **TIME:** *3:00 P.M.*

#	COMPANY	COMPANY CONTACT (If Applicable)	PLANET BID DATE/TIME RECEIVED	HARD COPY DATE/TIME RECEIVED	TOTAL	
1.	RJ Noble Company	Steve Mendoza	1-5-2026 2:57pm		$4,972,715.75	
2.	All American Asphalt	Gordon Kline	1-5-2026 2:48pm		$5,437,793.10	
3.	Sully-Miller Contracting Company	Anthony Lino	1-5-2026 2:51pm		$5,690,721.00	
4.	PALP DBA Excel Paving Company	Crissa Phillips	1-5-2026 2:47pm		$6,548,859.25	
5.	Onxy Paving Company, Inc.	Corey Kirschner	1-5-2026 2:55pm		$8,878,000.00	
6.						
7.						
8.						
9.						
10.						
11.						

Opened By: Khaleah Bradshaw (Print Legibly) KKB (Initials)

Staff Present: Kenneth Young (Print Legibly) KJ (Initials)

City Clerk: K Bradshaw (Signature)

PlanetBids Opened By: Anuar Lopez (Print Legibly) AL (Initials)

PUBLIC WORKS AGREEMENT
BETWEEN THE CITY OF CARSON AND
R.J. NOBLE COMPANY

THIS PUBLIC WORKS AGREEMENT ("**Agreement**") is made and entered into this ____ day of _____, 2023, by and between the City of Carson, a California charter city ("**City**") and R.J. Noble Company, a California corporation ("**Contractor**"). City and Contractor may be referred to, sometimes individually or collectively, as "Party" or "Parties."

RECITALS

A. The City desires to retain Contractor, on an independent contractor basis, to perform services for public works, as more particularly described below.

B. Contractor represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

C. Pursuant to the City of Carson Municipal Code and California state law, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Contractor for performance of the services and desire that the terms of that performance be as particularly defined and described herein.

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

AGREEMENT

ARTICLE 1. CONTRACTOR SERVICES

1.1 Scope of Work.

The Contractor shall perform all of the work, furnish all labor, materials, equipment, tools, utility services, and transportation, and comply with all of the specifications and requirements in the Bid Documents for the project entitled **Project No. 1608: M.L.K. Jr. Street Improvements, Main Street to Avalon Boulevard (IFB 23-15)** ("**Project**"). All such work shall be performed in a good and workmanlike manner, as reasonably determined by the City, and shall be performed in compliance with all local, state, and federal laws and regulations. As used herein, "**Bid Documents**" refers to all of the documents included in the solicitation of bids for the Project, including but not limited to, the Invitation for Bids, Instructions to Bidders, Bid or Bid Proposal, Contract Documents, Special Provisions, Technical Provisions, Construction Plans, Standard Plans, Drawings, Reference Specifications, all applicable permit requirements, any addenda, any applicable Project Labor Agreement, and any other documents included, referenced, or incorporated therein. The Bid Documents are incorporated into this Agreement and made part

hereof. In the event of any conflict between the terms of the Bid Documents and this Agreement, the terms of this Agreement shall govern.

1.2 Incorporation of Greenbook.

The provisions of the 2021 Edition of the Standard Specifications for Public Works Construction, as updated by errata, ("Greenbook") are incorporated herein, except as explicitly modified by the Bid Documents. In the event of any conflict between the provisions of the Greenbook and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Labor and Wage Laws.

(a) Public Work. The Parties acknowledge that the work to be performed under this Agreement is a "public work" as defined in Labor Code Section 1720 and that this Agreement is therefore subject to the requirements of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works contracts and the rules and regulations established by the Department of Industrial Relations ("**DIR**") implementing such statutes. The work performed under this Agreement is subject to compliance monitoring and enforcement by the DIR. Contractor shall post job site notices, as prescribed by regulation.

(b) Registration with DIR. Pursuant to Labor Code section 1771.1, Contractor and all subcontractors must be registered with, and pay an annual fee to, the DIR prior to and during the performance of any work under this Agreement.

(c) Prevailing Wages. Contractor shall pay prevailing wages to the extent required by Labor Code Section 1771. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at City Hall and will be made available to any interested party on request. By initiating any work under this Agreement, Contractor acknowledges receipt of a copy of the DIR determination of the prevailing rate of per diem wages, and Contractor shall post a copy of the same at each job site where work is performed under this Agreement. If this Agreement is subject to the payment of federal prevailing wages under the Davis-Bacon Act (40 U.S.C. § 3141 *et seq.*), then Contractor shall pay the higher of either the state for federal prevailing wage applicable to each laborer.

(d) Penalty for Failure to Pay Prevailing Wages. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the City, forfeit two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

(e) Payroll Records. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the City of the location of the records.

(f) Apprentices. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

(g) Eight-Hour Work Day. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810.

(h) Penalties for Excess Hours. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars ($25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half (1½) times the basic rate of pay.

(i) Workers' Compensation. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. In accordance with the provisions of California Labor Code Section 1861, Contractor certifies as follows:

> "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

(j) Contractor's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Contractor shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any such failure by any subcontractor.

1.4 Compliance with Project Labor Agreement

If and to the extent that the work to be performed under this Agreement is within the scope of the City's Project Labor Agreement, which was fully executed as of March 4, 2020, by and between the City and the Los Angeles/Orange Counties Building and Construction Trades Council and the Signatory Craft Councils and Unions (the "Project Labor Agreement"), City and Contractor acknowledge and agree that Contractor is required to comply with the provisions of the Project Labor Agreement, and that in the event of a conflict between the provisions of this Agreement and the Project Labor Agreement, the Project Labor Agreement shall supersede and take precedence over the conflicting provision(s) of this Agreement.

1.5 Licenses, Permits, Fees and Assessments.

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

1.6 Familiarity with Work.

By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of work to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder.

1.7 Discovery of Unknown Conditions.

(a) Pursuant to Public Contract Code section 7104, Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any: (i) material Contractor believes may be hazardous waste as defined in Section 25117 of the Health & Safety Code required to be removed to a Class I, II, or III disposal site in accordance with existing law; (ii) subsurface or latent physical conditions at the site, materially different from those indicated by information about the site made available to bidders prior to the deadline for submitting bids on the project; or (iii) unknown physical conditions at the site of any unusual nature, different from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement.

(b) City shall promptly investigate the conditions, and if it finds that the conditions do materially differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work, shall issue a change order in accordance with this Agreement.

(c) In the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date set, but shall proceed with all work to be performed under the Agreement. Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

1.8 Unidentified Utilities.

To the extent required by Government Code section 4215, City will compensate Contractor for the cost of locating, repairing damage not due to the failure of Contractor to exercise reasonable care, and removing or relocating utility facilities not identified by City in the Bid Documents with reasonable accuracy, and for equipment on the project necessarily idled during such work. Nothing herein shall be deemed to require City to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the project site can be inferred from the presence of other visible facilities, such as buildings, meters, and junction boxes, on or adjacent to the site of the construction; provided, however, nothing herein shall relieve City from identifying main or trunklines in the plans and specifications. If Contractor, while performing the work, discovers utility facilities not identified by City in the plans or specifications, Contractor shall immediately notify City and the utility in writing. This Agreement is subject to Government Code sections 4126 through 4216.9. Contractor must notify utilities and obtain an identification number before excavation or be subject to liability for damages to subsurface installations.

1.9 Trench Excavation.

Pursuant to Labor Code section 6705, if this Agreement is for more than $25,000 and requires the excavation of any trench or trenches five feet or more in depth, Contractor shall submit, in advance of such excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. The plan shall be reviewed and accepted by the City, or a registered civil or structural engineer employed by the City to whom authority has been delegated, prior to the excavation. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. This section shall not be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders. This subsection shall not be construed to impose tort liability on the City or any of its employees. Full compensation for sheeting, shoring, bracing, sloping, and all other provisions required for worker protection shall be considered as included in the contract price shown in the appropriate Bid Item, and no additional compensation will be allowed therefor.

1.10 Protection and Care of Work and Materials.

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

negligence. Stored materials shall be reasonably accessible for inspection. Contractor shall not, without City's consent, assign, sell, mortgage, hypothecate, or remove equipment or materials which have been installed or delivered and which may be necessary for the completion of the work.

1.11 Warranty.

Contractor warrants all work under the Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the work or non-conformance of the work to the Agreement, commence and prosecute with due diligence all work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act as soon as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair, remove and replace any portions of the work (or work of other contractors) damaged by its defective work or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

1.12 Additional Work and Change Orders.

(a) City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Work or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the City's Director of Public Works or City Engineer, or either of their designees, to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor ("**Change Order**"). All Change

Orders must be signed by the Contractor and City's Director of Public Works or City Engineer, or either of their designees, prior to commencing the extra work thereunder.

(b) Any increase in compensation of up to the amount of contingency approved by the City Council at the time the Project was awarded to Contractor plus any additional subsequent contingency approved by the City Council, if any, taken either separately or cumulatively, or any increase in the time to perform of up to one hundred eighty (180) days and which are not detrimental to the Work or to the interest of the City, may be approved by the City's Director of Public Works or City Engineer, or either of their designees. Any greater increases, taken either separately or cumulatively, must be approved by the City Council.

(c) Any adjustment in the Contract Sum for a Change Order must be in accordance with the rates set forth in the Contractor's Bid. If the rates in the Contractor's Bid do not cover the type of work in the Change Order, the cost of such work shall not exceed an amount agreed upon in writing and signed by Contractor and City's Director of Public Works or City Engineer, or either of their designees. If the cost of the Change Order cannot be agreed upon, the City will pay for actual work of the Change Order completed, to the satisfaction of the City, as follows:

(i) Labor: The cost of labor shall be the actual cost for wages of workers and subcontractors performing the work for the Change Order at the time such work is done. The use of labor classifications that would increase the cost of such work shall not be permitted.

(ii) Materials and Equipment: The cost of materials and equipment shall be at cost to Contractor or lowest current price which such materials and equipment are reasonably available at the time the work is done, whichever is lower.

(iii) If the cost of the extra work cannot be agreed upon, the Contractor must provide a daily report that includes invoices for labor, materials and equipment costs for the work under the Change Order. The daily report must include: list of names of workers, classifications, and hours worked; description and list of quantities of materials used; type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable; description of other City authorized services and expenditures in such detail as the City may require. Failure to submit a daily report by the close of the next working day may, at the City's sole and absolute discretion, waive the Contractor's rights for that day.

(d) It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Work. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Work may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors.

(e) No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.13 CARB Compliance.

For a project involving the use of in-use off-road diesel-fueled vehicles, as defined by 13 CCR 2449, Contractor shall obtain copies of the valid Certificates of Reported Compliance, as described in 13 CCR 2449(n), for the fleet performing services pursuant to this contract and all listed subcontractors, if applicable, prior to commencing any work pursuant to this Contract or any renewed contract with that fleet. Contractor shall indemnify, defend and hold harmless the District, its officers, agents, employees and directors from any liability imposed arising from Contractor's violation of any regulation set forth in 13 CCR 2449.

1.14 Special Requirements.

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts set forth in Contractor's Bid attached hereto as Exhibit A and incorporated herein by this reference. Subject to any additions or deductions that may be made by change order or amendment, and any penalties or damages that may be assessed against Contractor, Contractor shall receive total compensation, including reimbursement of Contractor's expenses, of an amount not to exceed **Four Million Nine Hundred Seventy Two Thousand Seven Hundred Fifteen Dollars and Seventy Five Cents ($4,972,715.75)** ("**Contract Sum**") for completion of the work.

2.2 Invoices.

Each month Contractor shall furnish to City an original invoice for all work performed during the preceding month using the form attached hereto as Exhibit E and incorporated herein by this reference. By submitting an invoice for payment under this Agreement, Contractor is certifying compliance with all provisions of the Agreement.

All invoices shall include a copy of Contractor's Certified Payroll and proof that Certified Payroll has been submitted to the DIR. Contractor shall also submit a list of the prevailing wage rates (including federal prevailing wage rates, if applicable) for all employees and subcontractors providing services under this Agreement, as applicable, with Contractor's first invoice. If these rates change at any time during the term of the Agreement, Contractor shall submit a new list of rates to the City with its first invoice following the effective date of the rate change.

2.3 Payment.

(a) Payments Made by City. City shall independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed

or expenses incurred by Contractor which are disputed by City, City will cause Contractor to be paid any progress payment within thirty (30) days of receipt of Contractor's correct and undisputed invoice; however, Contractor acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event that City does not cause Contractor to be paid any progress payment within thirty (30) days of receipt of an undisputed and properly submitted invoice and provided the Project is for construction, Contractor shall be entitled to the payment of interest to the extent allowed under Public Contract Code Section 20104.50. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor, not later than seven (7) days after receipt by the City, for correction and resubmission. Returned invoices shall be accompanied by a document setting forth in writing the reasons why the payment request was rejected. Review and payment by the City of any invoice provided by the Contractor shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

(b) Payments Made by Contractor to Subcontractors. Contractor shall remit payments owed to subcontractors within fifteen (15) calendar days after receiving payments by City if payments are owed by Contractor to any subcontractor qualifying as a small business enterprise, and within thirty (30) calendar days if payments are owed by Contractor to any subcontractor other than a small business enterprise.

2.4 Retention.

Pursuant to Section 9203 of the Public Contract Code, City will deduct a five percent (5%) retention from all progress payments, which shall be released to Contractor no later than sixty (60) days from completion of the work in accordance with Section 7107 of the Public Contract Code. In the event of a dispute between City and Contractor, City may withhold from the final payment an amount not to exceed one hundred fifty percent (150%) of the disputed amount.

2.5 Waiver.

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

2.6 Substitution of Securities.

(a) In conformance with the State of California Public Contract Code, Part 5, Section 22300, Contractor may substitute securities for any monies withheld by the City to ensure performance under this Agreement.

(b) At the request and expense of Contractor, Contractor has the option of establishing an escrow account with a state or federally chartered bank which shall serve as an escrow agent, for Contractor's direct deposit of securities as a substitute for retention earnings required to be withheld by the City. Upon Contractor's completion of its obligations hereunder, as evidenced by the City's acceptance of the work pursuant to Section 3.3 hereof, the escrow agent shall return the securities to Contractor. The escrow agent shall notify the City within ten (10) days after deposit of the securities. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention. Securities shall be held in the name of the City and shall designate Contractor as the beneficial owner. Alternatively, on written request of Contractor, the City shall make payments of the retention earnings directly to the escrow account.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Schedule of Performance.

Contractor shall complete the Project within ninety (90) working days after receiving a "Notice to Proceed" from the City in accordance with any schedule contained in or required to be provided by the Proposal or Bid Documents, and any revisions thereof approved by the City in writing. Time is of the essence. If the work is not completed within said time period, liquidated damages shall apply. The term of this Agreement shall expire one (1) year following City's acceptance of the Project.

3.2 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of One Thousand Dollars ($1,000.00) as liquidated damages for each working day of delay in the performance of any service required hereunder. The City may withhold any accrued liquidated damages from any monies payable on account of services performed by the Contractor. To the extent required by Government Code section 4215, Contractor shall not be assessed liquidated damages for delay in completion of the work when such delay was caused by the failure of the City or owner of the utility to provide for removal or relocation of utility facilities.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the Project Manager in writing of the causes of the delay. The Project Manager shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Project Manager such delay is justified. The Project Manager's determination

shall be final and conclusive upon the Parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Final Acceptance.

Acceptance of the Project shall only be by action of the City Council. Neither the acceptance nor any prior inspections or failure to inspect shall constitute a waiver by City of any defects in the work. From and after acceptance, the Project shall be owned and operated by City. As a condition to acceptance, Contractor shall certify to City in writing that all of the work has been performed in strict conformity with the Agreement and that all costs have been paid or supplied to City for security required herein, satisfactory to City, guaranteeing such performance.

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Contractor.

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

Steven L. Mendoza _	Vice President _
(Name)	(Title)
_____	_____
(Name)	(Title)
_____	_____
(Name)	(Title)

The Principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. All personnel of Contractor, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the Principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City. Additionally, Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Contractor shall notify City of any changes in Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Contractor.

Contractor shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in

writing by City. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Contractor, nor any of Contractor's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Contractor expressly waives any claim Contractor may have to any such rights.

4.3 Project Manager.

The Project Manager shall be Gilbert Maquez, P.E., City Engineer, or any other person as may be designated by the City's Director of Public Works or City Engineer. It shall be the Contractor's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager. The Project Manager shall have authority, if specified in writing by the City's Director of Public Works or City Engineer , to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor.

4.5 Prohibition Against Subcontracting or Assignment.

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

ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages.

Without limiting Contractor's indemnification of City, and prior to commencement of any services under this Agreement, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

(a) General Liability Insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form ISO CGL CG 00 01 or equivalent, in an amount not less than $5,000,000 per occurrence, $10,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile liability insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form ISO CA 00 01, including "any auto" and endorsement CA 0025 or equivalent, covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $2,000,000 combined single limit for each accident.

(c) Workers' compensation insurance. Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least $1,000,000).

(d) Builder's Risk Insurance. Contractor shall maintain Builder's Risk (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions or provisional limit provisions. The policy must include: (1) coverage for any ensuing loss from faulty workmanship, nonconforming work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the project; (4) ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) ocean marine cargo coverage insuring any project materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the project site or any staging area.

If the Project does not involve new or major reconstruction, then at the option of City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the work, including during transit, installation, and testing at the Project site.

(e) Pollution Liability Insurance. Contractor shall maintain Environmental Impairment Liability insurance, written on a Contractor's Pollution Liability form or other form acceptable to City providing coverage for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy limit shall be no less than $1,000,000 per claim and $2,000,000 in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

Products/completed operations coverage shall extend a minimum of three (3) years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

5.2 General Insurance Requirements.

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

(b) Proof of Insurance. Contractor shall provide certificates of insurance and endorsements to City as evidence of the insurance coverages required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(c) Duration of Coverage. Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Contractor, its agents, representatives, employees or subcontractors.

(d) Primary/noncontributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(e) City's Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may cancel this Agreement.

(f) Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

(g) Enforcement of Contract Provisions (non-estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(h) Requirements Not Limiting. Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(i) Notice of Cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(j) Additional Insured Status. General and auto liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) Prohibition of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

(l) Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) Pass Through Clause. Contractor agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

(n) Agency's Right to Revise Specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City and Contractor may renegotiate Contractor's compensation.

(o) Self-Insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

(p) Timely Notice of Claims. Contractor shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional Insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

5.3 Indemnification.

Contractor shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers (each, an "Indemnitee") from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work under this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both City and Contractor, or should City otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse the City its costs of defense, including without limitation reasonable legal counsels fees, expert fees and all other costs and fees of litigation. The Contractor shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the Contractor's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

Contractor obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of City under any provision of this Agreement, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

5.4 Notification of Third-Party Claims.

City shall timely notify Contractor of the receipt of any third-party claim relating to the work under this Agreement. City shall be entitled to recover from Contractor its reasonable costs incurred in providing such notification.

5.5 Performance and Payment Bonds.

Concurrently with execution of this Agreement, Contractor shall deliver to the City all of the following bonds if the Contract Sum should exceed $25,000:

(a) A performance bond securing the faithful performance of this Agreement, in an amount not less than 100% of the total compensation for this Agreement, as stated in Section 2.1.

(b) A payment bond, securing the payment of all persons furnishing labor and/or materials in connection with the work under this Agreement, in an amount not less than 100% of the total compensation for this Agreement, as stated in Section 2.1.

All bonds shall be on the applicable forms provided in Exhibit "C" and Exhibit "D" attached hereto and made part hereof. The bonds shall each contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his/her power of attorney. The bonds shall be unconditional and remain in force during the entire term of the Agreement until released pursuant to Section 5.7 hereof.

5.6 Sufficiency of Insurer or Surety.

Insurance and bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A-" or better in the most recent edition of Best's Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better. If the City determines that the work to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the bonds may be changed accordingly upon receipt of written notice from the City's Risk Manager.

5.7 Release of Securities.

City shall release the performance bond and payment bond when the following have occurred:

(a) Contractor has made a written request for release and provided evidence of satisfaction of all other requirements under Article 5 of this Agreement;

(b) the Project has been accepted; and

(c) after passage of the time within which lien claims are required to be made pursuant to applicable laws; if lien claims have been timely filed, City shall hold the payment bond until such claims have been resolved, Contractor has provided statutory bond, or otherwise as required by applicable law.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

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

6.2 Reports.

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

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Project Manager or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the City's sole risk and without liability to Contractor, and Contractor's guarantee and warranties shall not extend to such use, reuse or assignment. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom. Moreover, Contractor with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

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

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

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

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

Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT; DEFAULT, SUSPENSION AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Default of Contractor.

Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminate or suspend this Agreement immediately by written notice to Contractor. If the Project Manager determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, the Project Manager shall cause to be served upon Contractor a written notice of the default. Contractor shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that Contractor fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

7.3 Suspension and Termination.

(a) The City may at any time, for any reason, with or without cause, suspend this Agreement, or any portion hereof, by serving upon Contractor at least ten (10) days prior written notice. Upon receipt of said notice, Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends a portion of this Agreement such suspension shall not make void or invalidate the remainder of this Agreement.

(b) This Agreement may be terminated by either party for cause. The City may terminate this Agreement without cause upon thirty (30) days' written notice of termination. Upon termination, Contractor shall be entitled to compensation for completion of any portion of the Project accepted by City up to the effective date of termination unless any portion of the Project is accepted by City after termination in which event Contractor shall be paid for such completed portion.

7.4 Dispute Resolution Process.

Section 20104 *et seq*. of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial-supervised mediation, and judicial arbitration to resolve disputes on construction claims of $375,000 or less. Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 *et seq*. and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with said statutes.

For purposes of these procedures, "claim" means a separate demand by the Contractor, after the City has denied Contractor's timely and duly made request for payment for extra work and/or a time extension, for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the Agreement and payment of which is not otherwise expressly provided for or the Contractor is not otherwise entitled to, or (C) an amount the payment of which is disputed by the City.

The following requirements apply to all claims to which this section applies:

(a) Claim Submittal. The claim shall be in writing and include the documents necessary to substantiate the claim. Claims governed by this procedure must be filed on or before the date of final payment. Nothing in this section is intended to extend the time limit or supersede notice requirements otherwise provided in the Agreement for the filing of claims, including all requirements pertaining to compensation or payment for extra work, disputed work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

(b) Supporting Documentation. The Contractor shall submit all claims in the following format:

(i) Summary of the claim, including references to the specific Contract Document provisions upon which the claim is based.

(ii) List of documents relating to claim: (a) Specifications, (b) Drawings, (c) Clarifications (Requests for Information), (d) Schedules, and (e) Other.

(iii) Chronology of events and correspondence related to the claim.

(iv) Statement of grounds for the claim.

(v) Analysis of the claim's cost, if any.

(vi) Analysis of the claim's time/schedule impact, if any.

(c) City's Response. Upon receipt of a claim pursuant to this section, City shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 days after the City issues its written statement.

(i) If the City needs approval from the City Council to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the City Council does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the City shall have up to three days following the next duly publicly noticed meeting of the City Council after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

(ii) Within 30 days of receipt of a claim, the City may request in writing additional documentation supporting the claim or relating to defenses or claims the City may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of City and the Contractor.

(iii) The City's written response to the claim, as further documented, shall be submitted to the Contractor within 30 days (if the claim is less than $50,000, within 15 days) after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

(d) Meet and Confer. If the Contractor disputes the City's written response, or the City fails to respond within the time prescribed, the Contractor may so notify the City, in writing, either within 15 days of receipt of the City's response or within 15 days of the City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the City shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the City issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. The City and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing, unless the parties agree to select a mediator at a later time.

(i) If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

(ii) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(iii) Unless otherwise agreed to by the City and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.

(iv) All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.

(f) City's Responses. The City's failure to respond to a claim from the Contractor within the time periods described in this section or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the City's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility of qualifications of the Contractor. City's failure to respond shall not waive City's rights to any subsequent procedures for the resolution of disputed claims.

(g) Government Code Claims. If following the mediation, the claim or any portion remains in dispute, the Contractor must comply with the claim procedures set forth in Government Code Section 900 *et seq.* prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, construction claims, and/or changed conditions, including any required mediation, have been followed by Contractor. If no such Government Code claim is submitted, or if the prerequisite contractual requirements are not satisfied, no action against the City may be filed. A Government Code claim must be filed no earlier than the date that Contractor completes all contractual prerequisites to filing a Government Code claim, including any required mediation. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted. For purposes of Government Code Section 900 *et seq*., the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim to the City until the time the claim is denied, including any period of time utilized by the meet and confer conference or mediation that does not result in a complete resolutions of all claims.

(h) Civil Actions for Claims of $375,000 or Less. The following procedures are established for all civil actions filed to resolve claims totaling $375,000 or less:

(i) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the procedures in this Section. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, either party may petition the court to appoint the mediator.

(ii) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(iii) Upon stipulation of the parties, arbitrators appointed for these purposes shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division.

(iv) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

7.5 Waiver.

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

7.6 Rights and Remedies Are Cumulative.

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

7.7 Unfair Business Practices Claims.

Pursuant to Public Contract Code section 7103.5, in entering into this Agreement, Contractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials related to this Agreement. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor without further acknowledgment by the Parties.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

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

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

8.3 Covenant Against Discrimination.

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

8.4 Unauthorized Aliens.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Provisions Required By Law.

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the contract shall forthwith be physically amended to make such insertion or correction.

9.2 Notices.

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

9.3 Interpretation.

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

9.4 Counterparts.

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

9.5 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.6 Severability.

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

9.7 Warranty & Representation of Non-Collusion.

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

Contractor's Authorized Initials _____

9.8 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF CARSON, a California charter city

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

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

CONTRACTOR:

R.J. NOBLE COMPANY, a California corporation

*By: _____
Name: _____
Title: _____

*By: _____
Name: _____
Title: _____

Address: 15505 E. Lincoln Ave.
Orange, CA 92865

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

EXHIBIT A

CONTRACTOR'S BID

ROADWAY ITEMS

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ITEM COST
1	Bonding, Insurance, and Mobilization (Carson General Conditions)	1	LS	235,000.00	235,000.00
2	Surveying & Monument Preservation	1	LS	65,000.00	65,000.00
3	Traffic Control & Public Noticing	1	LS	235,000.00	235,000.00
4	Traffic Signing, Striping, Markings and Legends	1	LS	130,000.00	130,000.00
5	Street Lighting	1	LS	315,000.00	315,000.00
6	Excavate Roadway in landfill area 2.5' below proposed finished grade, R/W to R/W	6,574	CY	80.00	525,920.00
7	Install 24" CMB R/W to R/W	14,300	TON	28.00	400,400.00
8	Install 3 layers of Geogrid in CMB	32,150	SY	10.00	321,500.00
9	Install 6" AC Pavement	2,859	TON	134.00	383,106.00
10	Install 6" of Seeded Top Soil between the roadway and R/W	360	TON	99.00	35,640.00
11	Uniform Depth Cold Mill 4"	105,775	SF	0.57	60,291.75
12	Install Tensar Pavement Matting	11,760	SY	6.50	76,440.00
13	Install 2" AC Leveling Course	1,322	TON	125.00	165,250.00
14	Furnish & Install 2" ARHM Overlay	1,322	TON	145.00	191,690.00
15	Local Digouts (After Cold Mill, Locate, Sawcut and Remove 8" of Ex. AC Pavement & CAB Section and Construct New Full Depth AC Pavement Section)	9,505	SF	11.50	109,307.50
16	Sawcut, Remove & Replace PCC ADA Compliant Curb Ramp	5	EA	8,500.00	42,500.00
17	Retrofit Curb Ramp with Non-Wet Set Detectable Warning Surface (Truncated Domes)	3	EA	1,500.00	4,500.00
18	Construct new PCC ADA Compliant Sidewalk Improvements	6,406	SF	15.00	96,090.00
19	Remove and replace existing PCC Driveway	1,155	SF	19.00	21,945.00
20	Remove and Replace PCC Curb and Gutter	2,481	LF	60.00	148,860.00
21	Remove Existing Cross Gutter and Construct New PCC Cross Gutter	7	EA	13,500.00	94,500.00
22	Install 3" PVC Conduit	110	LF	150.00	16,500.00
23	Install 18" RCP Storm Drain	48	LF	515.00	24,720.00
24	Install 14' Length Curb Opening Catch Basin	1	EA	16,000.00	16,000.00
25	Install Headwall Outlet with 5.3 CY of Rip Rap	1	LS	35,000.00	35,000.00

26	Remove and Replace Existing Chain Link Fence	320	LF	110.00	35,200.00
27	Replace Traffic Loop Detectors (Type E, Modified Type E, Type D (Bike Loops))	8	EA	925.00	7,400.00
28	Adjust Ex. Sewer/Storm Drain Manhole Frame & Cover or Vault Lid to Grade	3	EA	1,400.00	4,200.00
29	Adjust Ex. Water Valve Frame & Coiver to Grade	13	EA	1,400.00	18,200.00
30	Adjust Ex. Fire Hydrant to Grade	3	EA	1,700.00	5,100.00
31	Unsuitable Material (Unforeseen Condition)	100	CY	200.00	20,000.00
32	Saturated Soil (Unforeseen Condition)	100	CY	200.00	20,000.00
33	Allowance	1	LS	$50,000.00	$50,000.00
ROADWAY SUBTOTAL BASE BID AMOUNT*	Figures	3,910,260.25			
	Words	THREE MILLION NINE HUNDRED TEN THOUSAND TWO HUNDRED SIXTY DOLLARS AND TWENTY FIVE CENTS			

PARKING LOT ITEMS

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ITEM COST
34	Traffic Signing, Striping, Markings and Legends	1	LS	11,000.00	11,000.00
35	Excavate Parking Lot and Parkway in Landfill Area 2.5' below proposed finished grade	1,519	CY	98.50	149,621.50
36	Install 24" CMB	5,950	TON	30.00	178,500.00
37	Install 3 layers of Geogrid in CMB	13,670	SY	9.70	132,599.00
38	Install 6" AC Pavement	1,537	TON	140.00	215,180.00
39	Uniform Depth Cold Mill 4"	3600	SF	0.57	2,052.00
40	Install Tensar Pavement Matting	400	SY	6.50	2,600.00
41	Install 2" AC Leveling Course	45	TON	125.00	5,625.00
42	Furnish & Install 2" ARHM Overlay	45	TON	145.00	6,525.00
43	Remove and Replace PCC Curb and Gutter	595	LF	55.00	32,725.00
44	Remove and Replace PCC Curb	715	LF	50.00	35,750.00
45	Construct new PCC ADA Compliant Sidewalk Improvements	3,800	SF	12.00	45,600.00
46	Install 24" Width Parkway Drain	20	LF	500.00	10,000.00
47	Remove and Replace Parking Lot Lights, and Repair any Damaged Electrical Conduits	1	LS	40,000.00	40,000.00
48	Install 6" of Seeded Top Soil	922	TON	99.00	91,278.00
49	Remove and Replace Landscaping and Irrigation In Kind	1	LS	60,000.00	60,000.00
50	Tree Removal and Stump Grinding	5	EA	1,200.00	6,000.00
51	New Tree Installation	8	EA	2800.00	22,400.00
52	Adjust Existing Sign and Foundation to Grade	1	EA	15,000.00	15,000.00

PARKING LOT SUBTOTAL BASE BID AMOUNT*	Figures	1,062,455.50
	Words	ONE MILLION SIXTY TWO THOUSAND FOUR HUNDRED FIFTY FIVE DOLLARS AND FIFTY CENTS

TOTAL BASE BID AMOUNT* ROADWAY + PARKING LOT ITEMS	Figures	4,972,715.75
	Words	FOUR MILLION NINE HUNDRED SEVENTY TWO THOUSAND SEVEN HUNDRED FIFTEEN DOLLARS AND SEVENTY FIVE CENTS

EXHIBIT B

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

If the Parties wish to revise provisions in the Agreement above (from page 1 through the signature page), then the revisions shall be presented in this Exhibit B, with deletions shown in ~~strike through~~ and additions shown in ***bold and italics***.

[Not applicable]

EXHIBIT C

PERFORMANCE BOND

We, R.J. NOBLE COMPANY, a California corporation, as Principal, and _____, as Surety, jointly and severally, firmly bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the City of Carson ("City") for payment of the penal sum of exceed **Four Million Nine Hundred Seventy Two Thousand Seven Hundred Fifteen U.S. Dollars and Seventy Five Cents ($4,972,715.75)**. City and Principal have entered into an agreement, or are about to enter into the agreement attached hereto and incorporated by reference herein, for completion of public works for the property(ies) referenced in said agreement. Surety herein approves of the terms and conditions of said agreement and binds itself to faithfully perform the obligations of Principal therein if Principal fails to so perform. Surety acknowledges that the agreement herein referenced shall be that document as executed by City and Principal.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal shall in all things stand to and abide by, and well and truly keep and perform all of the covenants, conditions, and provisions in said agreement, and any alteration thereof made as therein provided, on Principal's part to be kept and performed at the time and in the manner therein specified, and shall indemnify and save harmless the City, City's engineer, and their consultants, and each of their officials, directors, officers, employees and agents, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

Surety agrees that should it fail to take over and diligently perform the agreement upon Principal's default after notice and within the time specified in the agreement, Surety will promptly on demand deposit with City such amount as City may reasonably estimate as the cost of completing all of Principal's obligations. Surety's obligation for payment herein shall exist, notwithstanding any controversy between Principal and City regarding Principal's failure under the agreement, and payment by Surety should be conclusively presumed between the parties herein to relieve, as demanded, Surety's obligations herein and shall be deemed proper payment as between Principal and Surety.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the agreement, or the work to be performed thereunder or the plans and specifications, or any matters unknown to Surety which may affect Surety's risk shall in any wise affect its obligation on this bond, and it does thereby waive notice thereof.

Principal and Surety agree that if the City is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay City's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

Executed this _____day of _____, ____.

Seal of Corporation _____

By:_____
Authorized Representative of Principal

Title: _____

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVES)

Any claims under this bond may be addressed to: (check one)

Surety's agent for service
of process in California: ( ) _____
[name of surety company]

_____ _____
Name Street Number

_____ _____
Street Number City and State

_____ _____
City and State Telephone Number

_____
Telephone Number

By:_____
Attorney in Fact or other
Representative

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVE)

Furnish the name, address and phone number of the company agent as well as the surety company.

Sureties must be authorized to do business in and have an agent for service of process in California and be on the accredited list of the United States Treasury Department (their bonds will be limited to such amounts as would be acceptable to the Treasury Department), and otherwise meet the requirements of the agreement.

EXHIBIT D

PAYMENT BOND

We, R.J. NOBLE COMPANY, a California corporation, as Principal, and _____, as Surety, jointly and severally, firmly bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the City of Carson ("City") and those for whose benefit this bond insures in the sum of **Four Million Nine Hundred Seventy Two Thousand Seven Hundred Fifteen U.S. Dollars and Seventy Five Cents ($4,972,715.75)**. City and Principal have entered into an agreement, or are about to enter into the agreement attached hereto and incorporated by reference herein, for completion of public works for the property(ies) referenced in said agreement. Surety herein approves of the terms and conditions of said agreement and binds itself to faithfully perform the obligations of Principal therein if Principal fails to so perform. Surety acknowledges that the agreement herein referenced shall be that document as executed by City and Principal. If Principal or any of Principal's contractors or subcontractors, fails to pay any of the persons named in Section 9000 *et seq*. of the California Civil Code employed in the performance of the agreement for materials furnished or for labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, then Surety shall pay the same in an amount not exceeding the sum specified above, and also shall pay, in case suit is brought upon this bond, such reasonable attorneys' fees as shall be fixed by the court.

Surety agrees that it shall pay the amounts due the persons above named and diligently perform the agreement upon Principal's default after notice and within the time specified in the agreement. If Surety fails to perform within the times specified in the agreement, Surety shall promptly on demand deposit with City such amount as City may reasonably estimate as the cost of completing all of Principal's obligations. Surety's obligation for payment herein shall extend, notwithstanding any controversy between Principal and City regarding Principal's failure under the agreement. Principal and Surety agree that any payment by Surety pursuant to this paragraph should be conclusively presumed between the parties herein to relieve, as demanded, Surety's obligation herein and shall be deemed proper payment as between Principal and Surety.

This bond shall insure to the benefit of any and all of the persons named in Section 9000 *et seq*. of the California Civil Code so as to give a right of action to them or their assigns in any suit brought upon this bond.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the agreement, or the work to be performed thereunder, or the plans and specifications, or any matters unknown to Surety which might affect Surety's risk, shall in any way affect its obligation on this bond, and it does hereby waive notice thereof.

Principal and Surety agree that should City become a party to any action on this bond, that each will also pay City's reasonable attorneys' fees incurred therein in addition to the above sums.

Executed this _____ day of _____, _____.

Seal of Corporation _____

By:_____
Authorized Representative of Principal

Title: _____

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVES)

Any claims under this bond may be addressed to: (check one)

Surety's agent for service
of process in California: ( ) _____
[name of surety]

_____ _____
Name Street Number

_____ _____
Street Number City and State

_____ _____
City and State Telephone Number

_____
Telephone Number

By:_____
Attorney in Fact or other
Representative

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVE)

Furnish the name, address and phone number of the company agent as well as the surety company.

Sureties must be authorized to do business in and have an agent for service of process in California and be on the accredited list of the United States Treasury Department (their bonds will be limited to such amounts as would be acceptable to the Treasury Department), and otherwise meet the requirements of the agreement.

EXHIBIT E

INVOICE FORM

DATE:
INVOICE # 1
BILLING PERIOD START
BILLING PERIOD END

Company Logo

BILL TO:

City of Carson
Attention: Accounts Payable and Project Manager Name
701 E Carson St.
Carson, CA 90745
Phone: (310) 830-7600

PROJECT or TASK: Name
Project or Task No: PW####
P.O. No: #######

Bid Item No. or TASK NO	Description of Work or TASK	QUANTITY or TASK VALUE	Work Completed or HOURS BILLED	UNIT COST OR CURRENT AMOUNT	AMOUNT BILLABLE
1	Task 1				
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
TOTAL		$ -	AMT DUE THIS PERIOD		$ -

Payable to:

Company Name
Address
City
FEIN

ORIGINAL CONTRACT AMOUNT		
AMOUNT DUE THIS BILLING PERIOD	$ -	
PREVIOUS BILLING/ CHARGES		
CHANGE ORDER/ (+/-) AMENDMENT		
REMAINING CONTRACT BALANCE	$ -	#####

CITY OF CARSON

701 East Carson Street

Report to Honorable Mayor and City Council

Tuesday, August 4, 2026, 5:00 PM

DISCUSSION 22.

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 and Economic Development Projects
2. Information Technology and Security Projects
3. Emergency Management and Public Safety Projects

Attachments

Community and Economic Development Projects
Information Technology and Security Projects
Emergency Management and Public Safety Projects

COMMUNITY & ECONOMIC DEVELOPMENT

PROJECT STATUS REPORT

August 4, 2026

CITY COUNCIL

Planning Division			
#	**Name**	**Description**	**Status**
1 D1	Envision Carson Apartments Manhattan Square Townhomes	21207 S. Avalon Blvd. Existing: 27.31 acres. Proposed: 1,115 residential dwelling units (consisting of 351 townhomes, 764 apartments), 10,000 square feet of restaurant area, and 111,581 square feet of publicly accessible but privately maintained open space	Temporary CofO issued for model homes. Grand opening occurred July 11, 2026 Under Construction - Estimated completion 24 months. Apartments product A-B in plan check for building plan check. Building C-D building submittal forthcoming. Amended and Restated DA and assignments completed June 24, 2026 Remaining phases of Townhomes in plan check – revisions to solar, rails, retaining walls. First phase anticipated mid-September Six-month deferral issued on signal COA on April 6 to allow temporary CofOs for townhome product. Grace Avenue improvements required prior to first CofO for any building. Staff met with PW team to discuss. COA cleared. Reimbursement agreement for Lennar approved. Amended and Restated Development Agreement approved by City Council April 7, 2026. Waiting on Grace Ave. encroachments. Completing reimbursement agreement review process for Lennar.
2 D4	Carson Triangle Kott property at Avalon and 213th St.	21140 S. Avalon Blvd. Existing: automobile dealerships and vehicle storage. Proposed: 315-unit residential project including 283 townhomes and 32	Affordable housing covenant executed. Faring to develop affordable parcel

Planning Division			
#	**Name**	**Description**	**Status**
		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 Final Map in Progress – recordation pending provision of adequate recreation amenities, drainage easement declaration, and other COAs.
3 D1	The District Specific Plan Amendment Carson Goose Owner LLC Cells 3, 4 and 5.	Existing: Former landfill. Proposed: Cells 3, 4 and 5 will contain 1,567,090 square feet of light industrial development including 75,000 square feet of office space and approximately 12 acres of publicly accessible but privately owned and maintained open space community amenity areas and 10,000 square feet of commercial/retail uses, 12,600 square feet of restaurants	In Plan Check (Specific Plan Planning Areas 3) Lenardo Street improvements – second plan check for rough grading approved, structural footings, traffic signal location adjustments review in progress, and Del Amo median improvements in plan check with public works – planning approved. Under Review, Specific Plan Amendment, Amended and Reinstated DA, and related applications by staff and CAO. Item is scheduled for Planning Commission public hearing on August 11, 2026
4 D2	Kim Family Trust	21240-21250 Main St. Existing: Vacant lot. Proposed: 19-unit market rate apartment consisting of two separate three-story buildings with at grade parking	Under Construction
5 D2	Golden State Alliance, LLC	138 W. 223rd St. Existing: Single Family Residence. Proposed: Ten (10) attached condominiums consisting of two separate buildings with all market rate units, at grade 2 car garages, guest parking and private driveway	Closed due to inactivity.
6 D1	Chevron	17453-17455 Central Ave. Existing: Chevron service station with McDonald's restaurant. Proposed: Add a new self-service car wash	Approved by Planning Commission
7 D3	21611 Perry Street LLC	21611 S. Perry St. Existing: Vacant lot. Proposed: Self storage facility comprised of approximately 120,000 SF in a mix of one and two-story buildings and a 5,000	Approved. Residential application for 62 units was approved by Planning Commission and City Council. DA fully executed on 9/15/25. Agreement to

Planning Division			
#	**Name**	**Description**	**Status**
		SF retail component. New application submitted requesting 62 residential condominium units	Conditions executed on 9/15/25. Site is subject to a CLRRA agreement. Site is subject to a CLRRA agreement. Deposit replenishment on 7/21/25. Faring is transferring property to Lennar May 2026 (pending). Lennar will coordinate cleanup with DTSC through CLRRA process. Cleanup has not started. Construction schedule pending approval of Remediation Action Plan by DTSC. Lennar must assume DA and establish reimbursement agreement.
8 D2	Carson Main Street LLC	20601 S. Main St. Existing: Vacant lot (formerly KL Fenix). Proposed: Three industrial buildings comprised of approximately 256,000 square feet including 137,000 square feet of warehouse, 92,000 square feet of manufacturing, 23,000 square feet of office, and 4,000 square-foot retail pad with 419 parking spaces, 18 dock doors, 6 at grade doors, and 3 trailer stalls	Approved. Pending plan check submittal
9 D3	Watson Land	2277 E. 220th St. Existing: two-story office buildings. Proposed: One 58,937 SF industrial building with 73 parking spaces and 12 dock doors. Development Agreement requesting increase in FAR from 0.4 to 0.5	Under construction Planning Commission approved on 11/25/25.
10 D4	Prologis	24760 Main St., Permit trucking activities (existing building) within 100 feet from residential properties	Complete
11 D4	LiT 9th St. 223rd Carson LP	2104 E. 223rd St. Existing: Former Poly One Corporation facility. Proposed: one industrial building comprised of approximately 130,000 square feet including 124,324 square feet of warehouse, 5,000 square feet of office, 5,000 square feet of mezzanine with 122 parking stalls and 15 dock doors	Construction complete.
12 D3	BSREP III Dominguez, LLC	2001 E. Dominguez St. Existing: Western Tube & Conduit Corporation. Proposed: one industrial building comprised of approximately 424,000 square feet including 408,990 square feet of warehouse, 15,000 square feet of office with 283 parking stalls, 136 trailer parking stalls and 68 dock doors	Complete
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	In Plan Check. Revisions submitted

Planning Division			
#	**Name**	**Description**	**Status**
		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	
14 D4	Avocet Battery	23320 Alameda. Existing: Aggregate recycling center. Proposed: A 200-megawatt Battery Energy Storage system on an approximately seven-acre site that will help augment Edison during power shortages	Approved. In Plan Check. Conditions under review. AMMR approved. CAO confirmed License Agreement is not needed since applicant has an agreement with railroad for encroachment purposes. All required fees paid. In Plan check for landscape, grading, demolition, and walls. Demolition plans approved.
15 D1	Ormat for VESI	18800 Broadway. Existing: Industrial/topsoil supplier operation. Proposed: A 100-megawatt Battery Energy Storage system on an approximately three-acre site that will help augment Edison during power shortages	Under Review. Community meeting held in January 2026. To ensure community participation, second community meeting held on 2/10/26. Project was deemed complete. Item scheduled for 3/10/26 PC public hearing meeting and PC approved denial in 5-2 vote. An appeal to be heard by the CC was submitted on 3/23/26. Under review. Appeal heard on 5/5/26. Approval resolution with DA additional community benefits/point of sale & 1st reading of DA approval ordinance occurred on 5/20/26. 5/20/26 CC in 3-2 vote restored DA to original with CC community benefits and applicant's defined point of sale. On 6/3/26, the 2nd reading ordinance was adopted.
16 D2	Chris Barker	605 W. 228th St. Proposed closure of existing Ocean Villa mobile home park	PAR considered withdrawn (inactive)
17 D1	Carson TH	18101 Avalon Blvd. Existing: Religious institution. Proposed: A 30-unit condominium development	Project Closed April 4, 2026, due to inactivity
18 D2	Maupin Development	215 W. Carson Street. Existing: 64,500 SF (4 lots), comprised of 3 single-family homes, storage sheds and an unpaved empty lot. Proposed: 35 Townhomes – two floors over parking; 29 units/3 bedrooms; 6 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	Approved. Applicant working with Engineering to schedule Final Map to CC. New property owner/developer

Planning Division			
#	**Name**	**Description**	**Status**
		of 40,000 SF. Proposed: 50 Townhomes – two floors over parking; all 3 bedrooms/2 baths with common and private opens space	obtained approval for a one-year extension of time application.
20 D4	Infinity CF, LLC	23820 Avalon Blvd. Existing: Former Scottsdale Discount Center building. Proposed: Two lot subdivision with a proposed Starbucks on one parcel and a carwash on the other	Construction complete.
21 D2	DOR 1959-24, TTM 1000008-24	21135 ½ Bolsa Ave., Eight (individual) single-family residences (SFR)	Concurrence letter signed. On 12/9/25 Planning Commission continued the matter. Community meeting held 6:30PM on March 4, 2026, at Carson Park Activity Room. Follow-up Community Meeting required. Applicant preparing redesign in response to community concerns.
22 D2	Vinfast	2009 East 223rd St. Vinfast electric car showroom, service center, and car storage for delivery to customers	Site vacated (business decision). Vinfast has submitted a letter to the City stating they will be vacating the site by end of June 2025. 07/29/25 staff conducted a site visit, confirmed unoccupied, and noted the property is for sale.
23 D2	SyWest	20100 Figueroa St. (placeholder address 20151 Main St.) Specific Plan, General Plan Amendment, Development Agreement, DOR for development of a big box user and associated retail	Under Review The preparation of the Specific Plan and technical studies for the DEIR are underway.
24 D4	Carson Hospitality Group Inc.	888 E. Dominguez St. Existing: Vacant restaurant. Proposed: Marriot TownePlace Suites Hotel and new bar/lounge, (111 key) and Tentative Parcel Map (TPM) to split one lot into two so that the new hotel	Hotel development project withdrawn/closed out. Plan Check for the new hotel expired. Applicant allowed entitlement to expire. Related Tentative Parcel Map (TPM) approved. Applicant moving forward with TPM.
25 D4	Target	20700 Avalon Blvd. Drive-up spaces	Under Construction/Awaiting Final Inspection
26 D4	Air Products	23300 Alameda St. Hydrogen Pipeline	Approved
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

Planning Division			
#	**Name**	**Description**	**Status**
29 D4	Mobile Mini	22632 S. Alameda St. Construction of a cargo container storage facility that will consist of three modular office units and a maintenance canopy structure on a 14-acre site	Complete
30 D4	Air Products	23000 Alameda St. Existing: Industrial gas supplier. Proposed: Construct a new 2,626 SF modular bldg. with parking lot at the existing facility	Approved. In Plan Check
31 D4	Live Wire EV dealership	20507 Belshaw Ave. EV Motorcycle Dealership (Live Wire)	Approved. Operating
32 D4	Petroleum Tanks	2365 E. Sepulveda Blvd. Installation of two petroleum tanks at an existing tank farm. Capacity increasing from 22 to 24 storage tanks	Under Construction
33 D4	AT&T Monopine Foisia Park	23410 Catskill Ave. Wireless Communication antenna	On Hold
34 D4	Hyundai Dealership	2201 E. 223rd St. Existing: Car dealership. Proposed: New Service Building	Under Construction
35 D2	Grace Orthodox Presbyterian Church	22511 Figueroa, A request for approval of a Tentative Parcel Map to subdivide a 1.59-acre parcel into two parcels	Approved
36 D1	South Bay Fleet Specialist	17126 S. Broadway St. Conditional Use Permit to operate an auto body and paint shop including a paint spray booth located inside the existing building.	Approved. Monitoring completion of conditions of approval
37 D1	ASPCA Animal Clinic	16300 Figueroa St. Existing: Vacant occupancy. Proposed: Animal Clinic development on an industrial site	Under Construction
38 D1	PowerPlay Pickleball	19401 S. Main St. Existing: Industrial building. Proposed: Redevelop site with a pickleball facility. This is a three-phased project. Interior tenant improvement: Indoor court and commercial areas (Phase 1), clubhouse (Phase 2) and outdoor courts (Phases 3). Commercial (10,264 SF) and court area (30,663 SF) <u>Phase 1:</u> Ten (10) Indoor Courts Status: Built Commercial (10,264 SF) consists of office, retail, employee areas, podcast studio, athlete recovery rooms, and seating area for juice bar portion 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	Closed. Business was closed by business owner. Phase 1: Ten (10) Indoor Courts Status: Built Commercial (10,264 SF) consists of office, retail, employee areas, podcast studio, athlete recovery rooms, and seating area for juice bar portion Status: Under Construction A temporary certificate of occupancy (TCO) was issued while awaiting completion of the second-floor space. Phase 2: 6,878 SF Clubhouse includes a restaurant has been approved by Planning for obtaining permits. Phase 3: Withdrawn. Applicant is not in business anymore.

Planning Division			
#	**Name**	**Description**	**Status**
		Status: Under Review	
39 D1	16325 -16407 S MAIN ST	Renovate an existing 159,373 SF industrial building on a 5.88-acre site including removing approx. 6,503 SF of existing office/mezzanine/warehouse space, exterior building facade improvement, interior tenant improvement and site and landscaping improvements. After renovation, the new building footprint will be reduced to approx.138,616 SF. The project also includes a lot line adjustment of the parcels	Approved
40 D1	KB Home	427 E. 220th St. Willow (formerly Cambria Ct.) Existing: Residential structures. Proposed: 35-unit condominiums designed as 2-story detached homes	Construction complete.
41 D2	22511 Figueroa St.	Specific Plan, DOR, Zone Change for 28-unit residential apartment development on a .69-acre lot	Under Review
42 D4	Carson Companies	1281 E. University Dr. at the northwest corner of University Dr. and Central Ave. Existing: Vacant site. Proposal: 5-acre retail center development with approx. 29,000 square feet of retail shops, 11,300 square feet of restaurant space, 25,500 square foot Boys and Girls Club	Under Review
43 D4	Shippers	1150 E. Sepulveda Blvd. Existing: 20AC lot in the Manufacturing Heavy, GP Heavy Industrial zone. Proposed: Request approval for a conditional use permit for truck parking, cargo container storage yard, installation of (4) modular enclosures with 5 standard vehicle parking spaces	Under Review, pending resubmittal. Site vacated per settlement agreement.
44 D1	Dutch Bros.	20377 Avalon Blvd. Existing: Former Pizza Hut. Proposed: 950 SF coffee business with drive-through.	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. Under Construction

Planning Division			
#	**Name**	**Description**	**Status**
49 D1	Haro Property	20715 Avalon Blvd. Existing: Multi-tenant office building with retail and restaurant; Proposed: Hawaiian BBQ restaurant with drive through	On Hold (Interim Urgency Ordinance Moratorium Drive-through Restaurants)
50 D1	Rain for Rent	400 & 436 W. Walnut St. Existing: A warehouse & office building. Proposed: Demolish the warehouse and develop equipment rental yard (400) and retain the office (436) building with site and landscape improvements throughout both parcels (new landscaping, pavement, construction of an 8-foot-tall perimeter wall, add a new driveway, interior tenant improvements to support the operation of the equipment rental company)	Withdrawn
51 D1	404 E. Carson St.	404 E. Carson St. Existing: Samoan Federation Building, Proposed: Three-story, podium style mixed-use residential & commercial development (rental). Three 2-bed/2-bath townhouse units, two 1-bed/1-bath flats, and four studio units totaling 9 units built over ground floor level 752 SF commercial retail space and parking area on a 9,772 SF (0.22 AC) lot	Under Review, pending resubmittal
52 D2	316 W. 214th St	316 W. 214th St., Existing: Single-family residence Proposed: 4 rental units	Under Review
53 D1	SUR Auto Body	510 E. Alondra Blvd. Existing: Multi-tenant Warehouse 16,840 SF Proposed: Building 2 (approx. 7,200 SF), change use from warehouse to an auto body repair business located on a 0.90 AC lot	Under Review
54 D3	Crown Castle	21350 Alameda St. Existing: Wireless communications facility (cell tower) Proposed: Major modification to conditions request for extended expiration date	Approved
55 D3	Porsche Engineering U.S.	1154 Annalee Ln. Existing: Warehouse Proposed: Porsche Lithium Battery Evaluation Facility	Approved. Fire determined the amount (one to two EV batteries per month) is not considered to be hazardous material, so no CUP is required.
56 D4	A Better Tomorrow	20630 Leapwood Ave., Unit F Existing: Multi-tenant Industrial Condo center. Proposed: Social Services Office replacing former office use	Complete
57 D1	KL Fenix	19204 Figueroa, Existing: Warehouse. Proposed: New 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

Planning Division			
#	**Name**	**Description**	**Status**
60 D2	Maupin Development	438 W. Carson St. Existing: Credit Union Bank; Proposed: Acquire a portion of the property to build a 51-unit condo development with related site improvements. The bank remains as located.	Approved. Next step: applicant work with Transtech Engineering and Engineering Services and for Final Map
61 D1	Manilla Sunrise Restaurant	21828 Main St. Existing: Restaurant Proposed: Kitchen addition	Under Review, pending resubmittal
62 D4	Hyundai / Chevrolet Dealership Lot Split	2201 E. 223rd St. Proposed: Lot split. Division of a single lot containing two existing new car dealerships, Carson Hyundai and Carson Chevrolet.	Approved
63 D1	125 W. 219th Pl. Lot Split	125 W. 219th Pl. Proposed: Lot Split of a single parcel between two single family residences	Approved. Next step: applicant work with Transtech Engineering and Engineering Services for Final Map
64 D1	Carson Plaza Sign Program Modification	603 E. University Dr. Proposed: Sign Program Modification	Approved
65 D1	Auto Collision/Repair	16200 Main Street. Existing Light Industrial Building, Proposed: Change use from warehouse/manufacturing to auto collision/repair	Approved
66 D1	Rexford Warehouse Pre-application Review	1065 E. Walnut St., Existing: 143,640 SF warehouse; Proposed: Demolish the existing warehouse and construct a new 135,760 SF industrial building (127,760 SF warehouse space and 8,000 SF ground floor/mezzanine office space) with associated loading, parking, and landscaping areas.	Complete
67 D1	2 Luv One Another	520 E Carson Plaza Ct Unit 104 Existing Multi-tenant Office Building. Proposed: social service center to replace a former medical office	Complete
68 D3	1443 E. Carson St	1443 E. Carson St. Proposed: Demo an existing house and construct a 13-unit multifamily apartment and associated Tentative Parcel Map (TPM)	Due to inactivity, application is pending closure by staff.
69 D2	20920 Jamison Ave.	20920 Jamison Ave. Existing: Single-family residence Proposed: Build two new single-family residences	Approved, in plan check
70 D3	Papadakis Engineering	20909 S Brant Ave. Existing: Papadakis Racing + Engineering Division provides prototype Fuel Cell System (testing); Proposed: CUP for storage of Bottled Hydrogen on site for intermittent testing process of new prototype Fuel Cell System (RSOC)	Withdrawn
71 D3	Preapplication Review (PAR)	2320 E. Dominguez St. Existing: Proposed: "Dockzilla" Relocate and install new dock high modular building (33,600 SF) including new foundations, building slab, & necessary electrical, mechanical, and plumbing	Completed

Planning Division			
#	**Name**	**Description**	**Status**
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, pending resubmittal
77 D4	Phillips 66	1520 E. Sepulveda Blvd. Existing: Phillips 66 refinery Proposed: Diamond Gateway Project. Demolition, remediations, and redevelop 223-acre site with six (6) new tilt-up industrial buildings with ancillary office uses. Three of the proposed industrial buildings would include cross-docks. Specific Plan and EIR required.	Under Review. Staff comment letter sent to applicant, CAO, and City environmental consultants. Draft Specific Plan pending resubmittal NOP is in progress. Scoping meeting held Wed., April 29, 2026. NOP initial public comment period April 13-May 12 was extended another 30 days ending on June 12, 2026. Responses to comment letters are being completed. High level list of agencies that submitted comments: DTSC, Water Board, SCAQMD, Caltrans, Port of LB, LA County Sheriff, UP RR, LAUSD
78 D1	Avalon West	21243 Avalon Blvd. and 640 E. 213th St. Proposed: 157-unit condominium project (17 deed-restricted very low income HH units, and 140 market-rate units)	Under Review, pending traffic scoping memo submittal and TPM resubmittal
79 D1	North Carson Residences	1760, 1762, 1800 E. Glenn Curtiss St., 18701 Wilmington Ave., and 1815 University Dr. Existing: Business Park facilities Proposed: 396-unit multiple-family development (356 market-rate townhomes and 40 affordable housing rental units)	Under Review
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

Planning Division			
#	**Name**	**Description**	**Status**
81 D2	Preapplication Review (PAR) KB Homes	23529 Figueroa St. PAR proposal to demolish a storage facility and redevelop site with a new gated 82-unit condominium designed as townhomes.	Review completed and response letter provided.
82 D1	18700 Broadway	18700 Broadway. Transloading company proposing to demolish the existing building, have outdoor storage, and related parking improvements.	Under Review
83 D1	18121 Broadway	Renovation of 4-unit warehouse building and parking lot	Under Review
84 D1	Tower Mobility LLC	19204 Figueroa, Existing: Warehouse. Proposed: privately-owned EV fleet dispatch hub operation	Under Review, pending resubmittal
85 D1	Carson Court Apartments by AMG Land	520 E. Carson Plaza Ct., Existing: Multi-tenant office building. Proposed: 5-story podium style building over grade-level parking, Residential Density Bonus and 100% affordable housing project: multi-family residential rental containing 123 units including the manager's unit	Under Review, entitlement application initiated.
86 D4	Carson Civic Center Specific Plan	Propose a Specific Plan for the Carson Civic Center campus redevelopment	1/6/26 City Council approved
87 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
88 D4	Preapplication Review (PAR) Pacific Industrial	2403 E 223rd St. Pre-application review. Existing: Vacant. (Conceptual) Proposing to redevelop an approximately 4.2-acre site with a private, fleet-oriented electric vehicle charging facility	Complete
89 D2	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.	Complete
90	City of Carson	Proposed Ordinance to satisfy HCD requirements to Certify the City's Housing Element	Approved at the May 13th Planning Commission and the June 3rd City Council meeting. 2nd Reading approved on June 17, 2025. June 18, 2025, the signed Ordinance was provided to HCD. On June 25, 2025, received HCD HE certification letter.
91	City of Carson	Carson 2040 General Plan Update, the Housing Element update will be presented to the Planning Commission in January and to the City Council in February to meet the state mandated deadlines	HCD approved. City has completed necessary rezones to address the shortfall of sites to accommodate the Regional Housing Needs Allocation (RHNA). Staff worked with HCD to make necessary revisions to the City's zoning

Planning Division			
#	**Name**	**Description**	**Status**
			code and obtained the City's Housing Element certification. The implementation of the General Plan and the Housing Element are ongoing
92	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
93	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
94	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.
95	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.
96	City of Carson	General Plan Amendment to request Safety Element Update in order recognizing the City of Carson Local Hazard Mitigation Plan as approved by the California Governor's Office of Emergency Services (Cal OES) and the Federal Emergency Management Agency (FEMA) and to amend the safety element of the general plan to incorporate the city's 2024 Local Hazard Mitigation Plan in accordance with Assembly Bill 2140	Approved. On March 25, 2025, approved by the Planning Commission; and approved by the Council on April 1, 2025. On June 17, 2025, the related GPA was continued by the Council to September 2, 2025. Approved by Council on September 2, 2025.
97	City of Carson	Urgency Moratorium Carwash	In Progress. City Council approved extension.
98	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
99	City of Carson	Artificial Turf Ordinance for all residential uses only	In Progress
100	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
101	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	June 10, 2025, Planning Commission recommended approval; Ordinances presented to the City Council on July 1,

Planning Division			
#	**Name**	**Description**	**Status**
		Director approval authority and requirements and City Council review procedures	2025. Second Reading approved by City Council
102	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.
103	City of Carson	Prohibition of storage of hazardous materials	Completed. Matter including new buildings in industrial zone over 5,000 square feet requiring a CUP held at April 5th City Council meeting, continued off calendar by City Council Subcommittee has met with the business community and has obtained their input Approved by City Council. Staff notified over 2,000 business that are potentially affected by the ordinance and would require submittal of an application for Director's Permit. Staff received applications from businesses. Next step is to issue an RFP to hire an inspection consultant. RFP prep complete, staff working with City Attorney's office
104	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.

COMMUNITY & ECONOMIC DEVELOPMENT
PROJECT STATUS REPORT
August 4, 2026

CITY COUNCIL

Real Property Services Division

Effective July 1, 2026, the former Special Projects Division within the Community & Economic Development Department and the Housing Division within the City Manager's Office were consolidated into the newly established Real Property Services Division under the Community & Economic Development Department.

The Real Property Services Division advances City priorities through housing implementation, redevelopment initiatives, public-private partnerships, grant-funded projects, and innovative financing tools that support Carson's long-term economic, environmental, and community development goals. Below is the status of report for the Division's projects.

Real Property & Development (Publicly Owned Properties)			
#	**Subject**	**Description**	**Status**
1 D2	20280 S. Main Street (Main & Torrance)	Ongoing pre-development activities to facilitate future affordable housing development.	Environmental due diligence is underway to evaluate feasibility of future affordable housing development; Phase 2 Environmental Assessments are in progress with sampling taken at the end of June 2026.
2 D2	526 W. Carson & 21704 S. Figueroa (Carson & Figueroa)	Ongoing pre-development activities to facilitate future affordable housing development.	Environmental Site Assessment work underway to determine viability of future affordable housing development; Workplan submitted 06/04 and approved 07/20.
3 D4	24205 S. Avalon (Former Domenick's Pizza)	Acquired property for affordable housing for Veterans.	The property has been secured and boarded to deter unauthorized access and encampments, and the locks have been replaced. Due to the age of the building, lead-based paint and asbestos inspections are required before demolition can proceed. Bid requests for the necessary environmental services, including the asbestos inspection, have been issued.
4 D4	Cell Tower Foisia Park Lease	Existing cell tower lease on park property.	Staff periodically review proposals from telecommunications providers related to lease extensions, easements, and potential new tower installations.
5 D3	Friendship Mini Park Site Expansion	Successfully was awarded $1.43 Million from LA County Regional Park and Open Space District (RPOSD)	The City and Marathon met on 7/23 to discuss to purchase the former BP Arco site for expansion for Friendship Mini Park.
6 D2	Reflection's Mini Park	Passive mini-park consisting of 19,000 sq. ft. adjacent to a proposed residential project at 21135 (1/2) Bolsa Avenue.	As the first step in the disposition process, the City declared the property exempt surplus on July 21.
Brownfield/ Environmental Site Assessment & Remediation (Privately Owned Properties, Grant Funded)			

#	Subject	Description	Status
1 D2	Sywest Development – 20151 S. Main Street	Site assessment to determine lateral extent of former landfill for redevelopment purposes.	Council previously approved a License Agreement for access to LADWP property. Revised boring locations were approved due to conflicts with existing pipelines, with field work scheduled for August 12-13.
2 D1	Alma Backyard Farms – 17505 S. Main Street	Proposed urban farm by community-based non-profit group providing fresh produce, educational programs, workforce training, and healthy food access.	With City support for site selection and environmental due diligence, Alma Backyard Farms acquired a Carson site for a new urban farm. Site design is underway and includes a learning lab, teaching kitchen, raised beds, farm stands, and community spaces. Planning Division will lead project review process.
3 D1	Victoria Park Plaza (Chinollo's Plaza) – 18409 S. Avalon	Dry Cleaner property created groundwater contamination. City assessing extent of contamination.	Sampling and Analysis Plan submitted to EPA for review. Once approved, monitoring well development to commence.
4 D2	Former Burgeno Drums Property – 229 W. Francisco Street	City assisting with environmental assessment and marketing of long-vacant "Burgeno Drums" parcel to attract prospective buyers.	Phase I Environmental Assessment finalized. Phase II recommended and to begin in the upcoming weeks.
5 D1	404 E. Carson	The site contains a vacant community-serving building and is planned for mixed-use redevelopment with housing and commercial space.	A Phase I Environmental Assessment was completed using EPA grant funds for the property owner, and the site was determined to be suitable for redevelopment.
Commercial Façade Improvement Program co-review with Planning Division (City funded, Owner Match)			
#	**Subject**	**Description**	**Status**
1 D1	Victoria Park Plaza	Prospective Façade Loan Applicant & Round 1 Grant Applicant	Staff is coordinating with the property owner and contractor to begin construction for CJ Wing's Round 1 Façade Improvement Program grant. Construction is anticipated to start in late August. Staff is awaiting the remaining documentation to process the loan for the plaza-wide remodel.
2 D4	Walmart Plaza	Prospective Façade Loan Applicant	Multiple outreach attempts to the property owner regarding façade loan program participation have received no response.
3 D1	302 E. Carson street	Awarded Round 1 Grant Applicant	Funding agreement fully executed; planning approval and building permits obtained. Requested submission of DAS-140 forms prior to commencement of onsite work to ensure compliance with applicable apprenticeship requirements.
4 D3	East Carson Plaza 1329 to 1347 E. Carson Street	Awarded Round 2 Grant Applicant	Funding Agreement fully executed. The next step is the Notice to Proceed for design to allow drafting of architectural plans, the Admin-DOR application will be submitted after.

5 D1	219th and Avalon	Awarded Round 2 Grant Applicant	The applicant is currently out of the country. Upon return, staff will work with owner to continue moving the project forward.
6 D2	Ding Tea, 114 W. Carson Street	Awarded Round 2 Grant Applicant	Awarded applicant is replacing storefront doors. Staff is obtaining required insurance.
7 D3	East Carson Corridor	Awarded Grant Applicants (No-match required)	Staff have received signed funding agreements from six of the thirteen properties with many more scheduled for signature in the coming weeks. There are 13 properties in this corridor eligible for funding. Once agreements are fully executed and all insurances are received, the contractor can commence construction.
8 D4	Ralphs Plaza	Potential Applicant	Staff met with a potential applicant on June 17 to review program requirements. The applicant is developing a project scope for inclusion with the application submittal.
Strategic Initiatives, Project Funding & Infrastructure Financing			
#	**Subject**	**Description**	**Status**
1	City of Carson - Comprehensive CD Fee Study	Study to analyze various development-based fees including: (1) Development Impact Fees; (2) Community Benefits (3) Inclusionary Housing, In-Lieu Fees, Commercial & Industrial Linkage Fees, and (4) Community Facilities Districts or other Alternative Funding Mechanisms. **Co-review with Planning Division**	Consulting team have completed draft analysis of each proposed fee programs. A meeting to discuss with stakeholders including BIA and developers is being scheduled for August 20 at 10AM via Microsoft teams.
2	Transformative Climate Communities (TCC)	Grant initiative funded by the Strategic Growth Council to support climate-resilient, community-driven projects that bring environmental, economic, and public health benefits to disadvantaged communities, with a core goal of reducing GHG emissions.	Currently in the grant application phase. A pre-proposal has been submitted, and the final application is due September 30. The application and project list are currently being developed in collaboration with various co-applicants and partners.
3	Regional Waterboard Petroleum Underground Storage Tank Grant Program	Orphan Site Cleanup Fund grant application for Housing Authority parcels at 526 W. Carson & 21704 S. Figueroa.	The City will soon apply for additional funding cleanup fund for the Housing Authority parcels. A draft application is completed.
4	State Water Board Site Cleanup	Grant program for environmental assessment and cleanup of contaminated properties.	The City assisted the owner of Victoria Park Plaza with a grant application to secure funding for

	Subaccount Program (SCAP)		environmental cleanup related to historic dry-cleaner contamination on the site.
5	EPA Community Wide Assessment (CWA)	Provides funding to assess multiple properties across the city to better understand environmental conditions and support redevelopment efforts.	Awarded in 2024, the grant currently funds environmental assessments for 7 sites. Assessments for 2 of these sites are complete and the properties are ready for reuse.
6	EPA Revolving Loan Fund	Provides low-interest loans and subgrants for environmental cleanups and infrastructure.	Awarded in 2025. A consultant has been procured to provide grant management and technical support services.
7	EPA Brownfield Job Training Grant (BFJT)	Expands local workforce opportunities by providing training for residents pursuing environmental careers. Training is conducted in partnership with the South Bay Workforce Investment Board.	Awarded in 2026 – the SBWIB subaward agreement has been approved by Council on 7/21.
8	DTSC Equitable Community Revitalization Grant (ECRG) – Site Specific Investigations	The ECRG site-specific grant focuses on individual properties with known or suspected environmental issues, providing funding to investigate and determine cleanup needs.	Awarded for the Sywest site in Rounds 1 and 2, with an additional award in Round 2 for the Carson & Figueroa site. Phase 2 environmental assessments are currently ongoing for these properties.
9	DTSC Equitable Community Revitalization Grant (ECRG) – Community Wide Assessments (CWA)	The ECRG CWA grant supports a broader, citywide approach, funding assessments across multiple sites and enabling community engagement and outreach efforts related to brownfield redevelopment such as the Story Map and Fellowship development.	Awarded for 5 sites in Round 2 with environmental assessments underway.
10	DTSC Community Wide Assessment Grant (CWAG)	A US EPA funded grant award to DTSC to conduct environmental assessments for sites throughout the state.	On April 20, staff submitted four Carson sites for funding consideration under the DTSC Community-Wide Assessment Grant. If awarded, DTSC will oversee the environmental assessments and provide the City with project updates.
11	Brownfield Fellowship	The City of Carson launched its first Brownfield Fellowship Program in collaboration with CSUDH's Office of Sustainability to give students exposure to environmental remediation and land-reuse concepts through expert-led lectures. Funded by	Fellows created a "Perfect Pitch" for a potential brownfield redevelopment project in Carson, outlining site history, cleanup needs, reuse concepts, funding options, community engagement, and an implementation timeline. They presented their proposals at CSUDH's Earth Day event, where the top three were selected.

		DTSC ECRG community wide assessment grant.	
12	Brownfield Story Map & Video	Funded by the DTSC ECRG CWA grant, this project will produce a public-facing story map highlighting the City's brownfield program, its grant initiatives, and redevelopment success stories. The story map and accompanying video are being developed in collaboration with CSUDH.	The project is in its final design phase and is expected to be completed in August 2026, with publication on the City's brownfield website shortly thereafter.
13	Grow America - Grow Carson Fund	Under Grow America, this program provide access to capital for eligible businesses while Grow America administers all underwriting, loan servicing, and program management.	Staff is working with Grow America to explore reestablishing the Grow Carson Fund, a small business loan program that leverages City contributions to significantly expand financing available to Carson businesses. This will be an intradepartmental effort between Real Property Services & Economic Development.
14	SCIP / BOLD Programs	These financing programs provide developers with access to tax-exempt bond financing to fund eligible public infrastructure and development impact fees through Community Facilities Districts without reducing or waiving City fees.	Staff is coordinating with developers to evaluate potential participation in the SCIP/BOLD financing programs, which would allow eligible development impact fees to be financed through annexation into a Community Facilities District.
15	Opportunity Zone 2.0 Evaluation	A proposed federal economic development initiative that would expand and update the Opportunity Zone program to encourage private investment and job creation in designated low-income communities through targeted tax incentives.	Real Property Services evaluated the eligibility of Carson's census tracts for Opportunity Zone designation and determined that none of the City's census tracts are eligible.
Oil & Gas (Good Neighbor Provision & Pipeline Franchise)			
#	**Subject**	**Description**	**Status**
1	Cooper & Brain Carson	Audit of facilities complete on October 27, 2025.	Annual Audit of Oil and Gas Operations. Draft facility audit reports have been completed. Final reports will be presented to the City Council at a future meeting.
2	Bridgeland Bishop Lease Dominguez Facility	Audit of facilities complete on March 26, 2026.	
3	E&B Natural Resources	Audit of facilities complete on October 27, 2025.	
4	Bridge Point Carson	Audit of facilities complete on October 27, 2025.	

5	Brea Canon	All oil wells have been abandoned. No additional audits will be conducted for this site.	N/A
6	Pipeline Franchise Ordinance	Update to pipeline franchise ordinance to modernize provisions and update fees and rates.	Ordinance was adopted on February 17. Administration duties remain in Finance / Public Works.
Mobile Home Rent Control (Park owner request for rent increase)			
#	**Subject**	**Description**	**Status**
1	Carson Harbor Village	Fair Return Rent Application	In Progress. Mobilehome Rental Review Board (MRRB) meeting scheduled for July 29 to consider update.
2	Park Avalon	CPI Rent Increase Application	Owner submitted 1/6/2026. Approved 3/26.
3	Carson Gardens	CPI Rent Increase Application	Owner submitted 1/29/2026. Approved 2/23.
4	Laco	CPI Rent Increase Application	Owner submitted 1/29/2026. Approved 2/23.
5	Colony Cove	CPI Rent Increase Application	Owner submitted 4/6/2026. Approved 4/14.
6	Shangri Lodge	CPI Rent Increase Application	Owner submitted 4/16/2026. Approved 4/16.
7	Rancho Dominguez	CPI Rent Increase Application	Owner submitted 4/20/2026. Approved 4/21.
8	Flamingo Gardens	CPI Rent Increase Application	Owner submitted 4/29/2026. Approved 4/30.
9	Ocean Villa	CPI Rent Increase Application	Owner submitted 7/13. Approved 7/13.
Former Housing Division			
#	**Subject**	**Description**	**Status**
1	Organizational Change	Housing Division Transition to Real Property Services	Community & Economic Development Department and City Manager's Office have been coordinating a successful transition for Housing Division back to Department under Real Property Services Division effective July 1
2	Section 8	The City has contracted with Avant-Garde to develop a feasibility study to determine whether the City of Carson is eligible to administer the Housing Choice Voucher Program.	On June 23, 2026, a follow-up letter from Mayor Davis-Holmes was sent to Acting Director Alison E. Bell at HUD requesting a written response to the City's request to administer the Housing Choice Voucher Program.
3	Neighborhood Pride Program	The Neighborhood Pride Program offers grants to low- and moderate-income homeowners to help create decent, safe, and sanitary housing conditions.	For FY 2025/26, 21 projects have been completed, and 7 projects were terminated due to permit or title issues. District One 10 projects, District Two 2 projects, District Three 5 projects & District Four 4 projects. There are currently 194 residents on the waiting list.
4	First Time Homebuyers Program	PLHA funds in the amount of $1,337,441 is available for the First-Time Homebuyer Program.	Draft program guidelines have been reviewed by the City Attorney's Office, HCD, and staff. The guidelines are currently under review by Director. Final review by the Housing Ad Hoc Committee is needed before final approval by City Council. An amendment to the PLHA plan is required prior to program expenditures.

5	Foreclosure Registration Program	Real Property Services manages the registration of properties currently in the foreclosure process.	As of June 2026, there are 121 registered foreclosure properties citywide: District 1, 16 properties; District 2, 9 properties; District 3, 89 properties; and District 4, 7 properties.
6	CDBG Subrecipient – Public Service Agencies	Administers CDBG-funded public service programs through eligible subrecipients, including agreements, compliance, reimbursements, monitoring, reporting, and future funding in accordance with HUD requirements.	Staff is completing FY 2025-2026 CDBG closeout activities, including reimbursements and reporting, and preparing the FY 2027-2028 funding cycle, including the NOFA, application review, and Council funding recommendations.
7	H.R. 6644	21st Century ROAD to Housing Act - federal housing law intended to increase the nation's housing supply, reduce barriers to development, modernize HUD programs, and expand financing options for affordable housing	Staff is reviewing the potential impacts of this legislation on the City of Carson. The bill may affect housing production, Community Development Block Grant (CDBG) programs, HUD programs, and affordable housing financing.
Carson Entities Administration (Successor Agency, Housing Authority, EIFD Public Financing Authority)			
#	**Subject**	**Description**	**Status**
1	Carson Enhanced Infrastructure Financing District (EIFD)	Formed tax increment entity in partnership with County to fund affordable housing, environmental remediation, and public infrastructure.	Annual Meeting was held on June 15. County is working with City on obtaining EIFD funds to pay for community engagement and pre-planning activities on Victoria Golf Course Site for $500k. An amendment to the Infrastructure Financing Plan is required. A meeting will be scheduled for fall for approval.
2	Carson Successor Agency	Administration functions of the former Carson Redevelopment Agency	The Department of Finance approved the 2026-2027 ROPS in April 2026. The next major Successor Agency administrative requirement is submission of the Prior Period Adjustment Expenditure Report to DOF by October 1.
3	Carson Housing Authority	Administration functions of the Housing Authority (and Housing Successor of former Carson Redevelopment Agency)	A housing authority annual report must be filed with HCD by October 1.

CITY OF CARSON
INFORMATION TECHNOLOGY & SECURITY
Capital Project Updates

July 2026

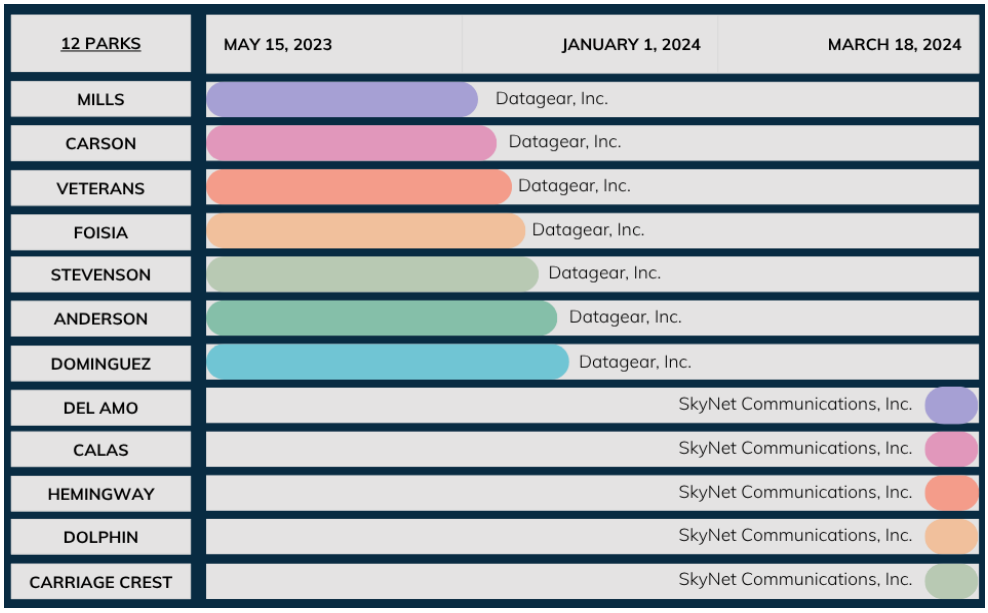
1. WIFI IN PARKS:

Description: WiFi Internet access at all City facilities to increase public safety, education, programs, and events.

Contract	1st Vendor: Datagear, Inc. 2nd Vendor: SkyNet Communications, Inc.
Term	3-year maintenance
Budget	$420,272 ($350,000 [ARPA] + 70,272)
Current Spend	$286,373.60 (68.14%)
Timeline	May 15, 2023 – March 18, 2024
Status	COMPLETED
Percentage of Completion	100%
Project Deadline	March 18, 2024
Additional Information	• Datagear completed seven (7) parks (Mills, Carson, Veterans, Foisia, Stevenson, Anderson & Dominguez). Notice of termination issued to Datagear, on December 4, 2023. • Replacement vendor, SkyNet Communications completed the remaining five (5) parks in 5 days.

Park Completion Summary:

All 12 parks completed (100%)



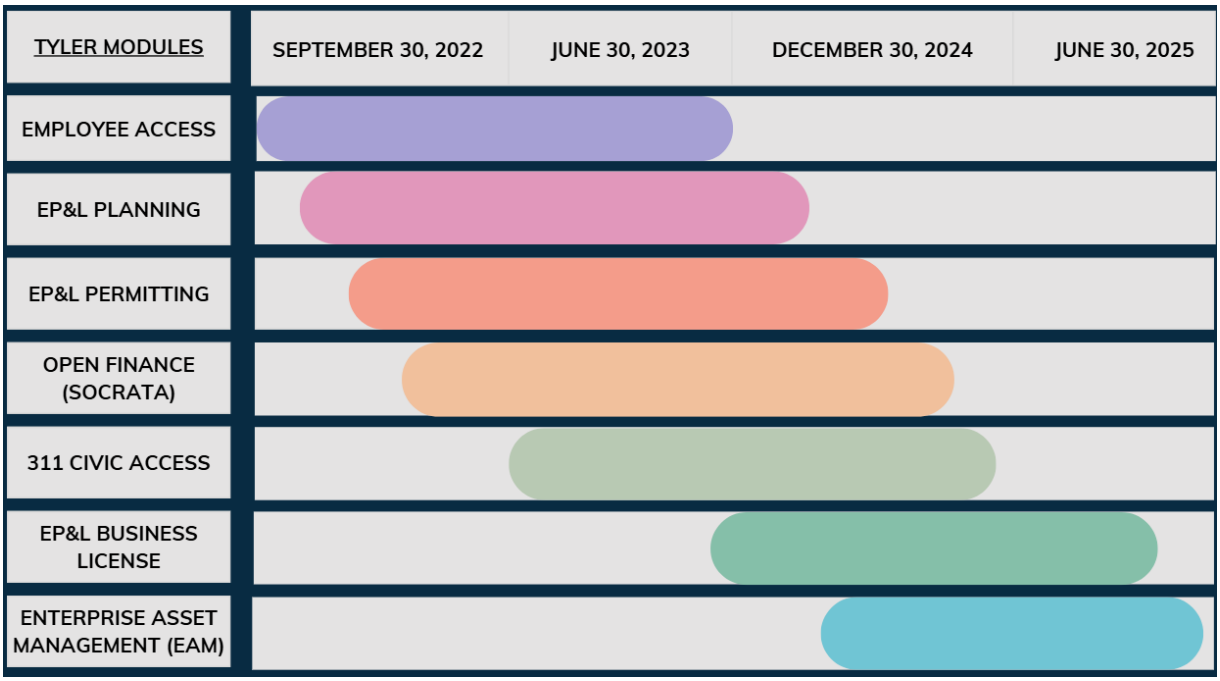
2. TYLER UPGRADE / ENERGOV IMPLEMENTATION:

Description: Upgrade Tyler Munis to latest version, enable Cloud access, and add inventory module. Implement new planning, permitting, licensing, asset management, and citizen request software platform Energov.

Contract	Tyler Munis/Integrated Technology Partners
Term	6 years
Budget	1.3M **[ARPA]**
Current Spend	$921,965 incurred to date
Timeline	September 30, 2022 - June 30, 2025
Status	COMPLETED
Percentage of Completion	100%
Project Deadline	June 30, 2025
Additional Information	• Employee Access Module - Complete • EP&L Planning Module - Complete • EP&L Permitting Module - Complete • Open Finance (Socrata) Module - Complete • 311 Civic Access Module - Complete • EP&L Business License Module - Complete • Enterprise Asset Management (EAM) Module – Complete

Tyler Modules Completion Summary:

7 modules completed (100%)



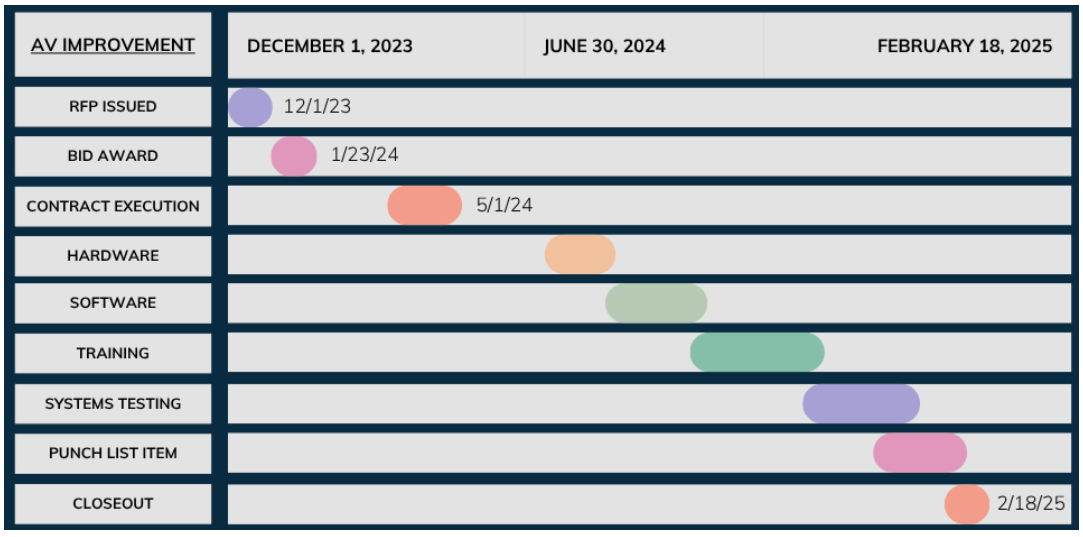
3. CITY HALL COUNCIL CHAMBERS AUDIO/VIDEO IMPROVEMENT

Description: Upgrade Council Chambers broadcast equipment.

Contract	Western AV
Term	5 years
Budget	550,000.00
Current Spend	$542,544.57
Timeline	December 1, 2023 - December 31, 2025
Status	COMPLETED
Percentage of Completion	100%
Project Deadline	December 31, 2025
Additional Information	• RFP issued 12/1/23. • Notice of Intent to Award 1/23/24. • Contract Executed 5/1/24. • Audiovisual Hardware Installation Complete. • Agenda Management/AV Control Software Implementation Complete. • Agenda Management/AV Control Software Staff Training Complete. • Systems Testing and Punch List Item Complete. • Project Completed 2/18/25.

Audio/Video Improvement Completion Summary:

Project completed (100%)



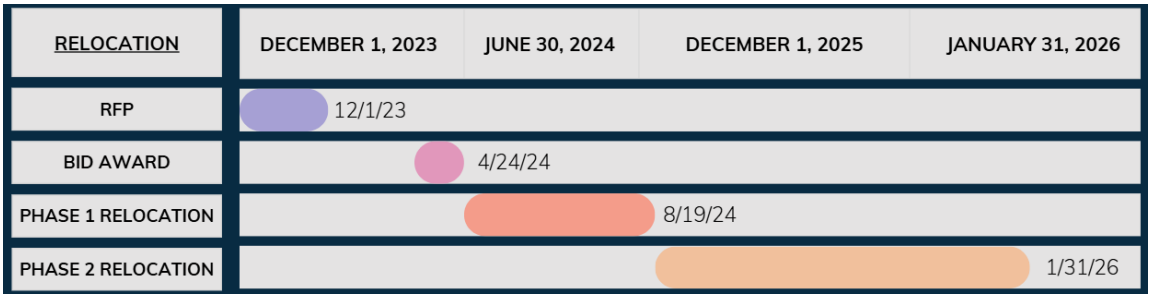
4. NETWORK SERVICES RELOCATION:

Description: Ensure rapid recovery, accessibility, and increased security for all business-critical application services by relocating to a more equipped offsite location.

Contract	Coloexchange.com a California Corporation
Term	5 years
Budget	$30,669.95
Current Spend	$21,569.95
Timeline	December 1, 2023 – January 31, 2026
Status	COMPLETED
Percentage of Completion	100%
Project Deadline	January 31, 2026
Additional Information	• RFP issued 12/1/23. • Sole bid rejected 1/23/24. • Data Center Colocation award to vendor 4/2/24. • Contract Executed. • Phase 1 Relocation completed 8/19/24. • Phase 2 Relocation completed 1/31/26.

Network Services Relocation Summary:

Project completed (100%)

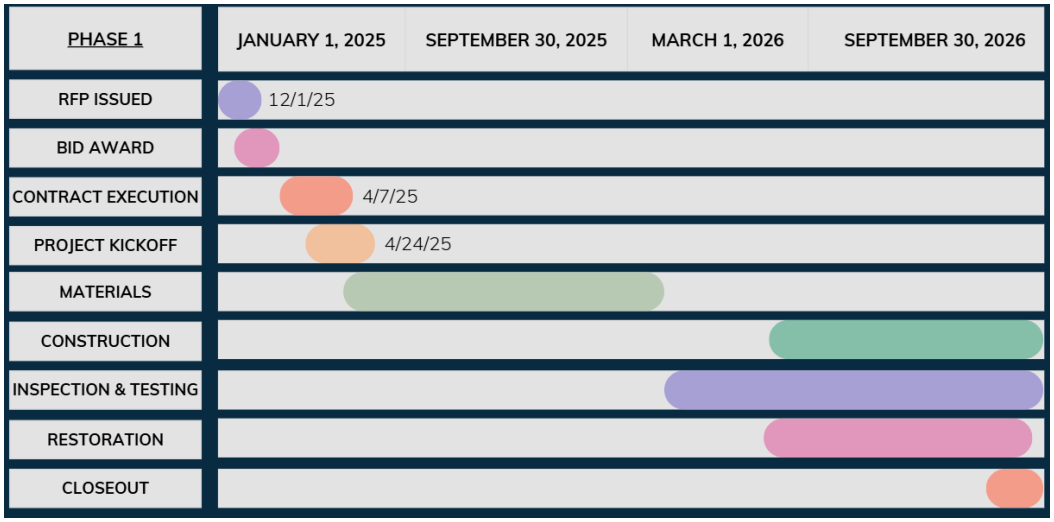


5. CITYWIDE MUNIICIPAL FIBER OPTIC NETWORK PHASE 1

Description: Launching Carson's first high-speed fiber optic network, bringing faster, more reliable connectivity to parks across Districts 1, 2, 3, and 4.

Contract	HP Communications, Inc.
Term	5 years
Budget	$27,000,000.00
Current Spend	$11,104,989.56
Timeline	January 1, 2025 – September 30, 2026
Status	ON SCHEDULE
Percentage of Completion	52%
Project Deadline	September 30, 2026
Additional Information	• Pre-Construction meeting completed on 12/1/25. • Council approval received for Interfund Loan 1/20/26. • Engineering permit received on 3/4/26. • Construction began on 3/11/26. • Construction & Restoration currently taking place at: Carson Street & Avalon Boulevard, University Drive & Avalon Boulevard, Carson Street & Avalon Boulevard, University Drive & Central Avenue.

Citywide Municipal Fiber Optic Network Phase 1 Summary:

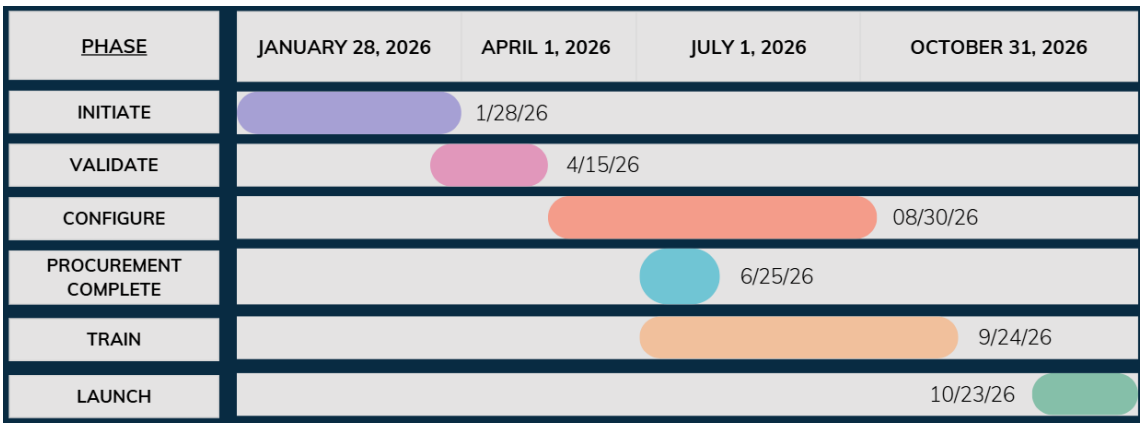


6. OPENGOV IMPLEMENTATION

Description: Implement OpenGov to streamline procurement and contract processes by centralizing workflows, improving transparency, and enhancing coordination and communication between City and bidders. This will reduce manual tasks and increase efficiency.

Contract	OpenGov
Term	5 years
Budget	$301,049.78
Current Spend	$95,911.01
Timeline	December 1, 2025 – November 30, 2026
Status	ON SCHEDULE
Percentage of Completion	60%
Project Deadline	November 30, 2026
Additional Information	• Kickoff meeting completed on 2/26/26. • System Administrator Training completed on 3/19/26. • Solicitation module completed on 6/25/2026.

OpenGov Implementation Summary:

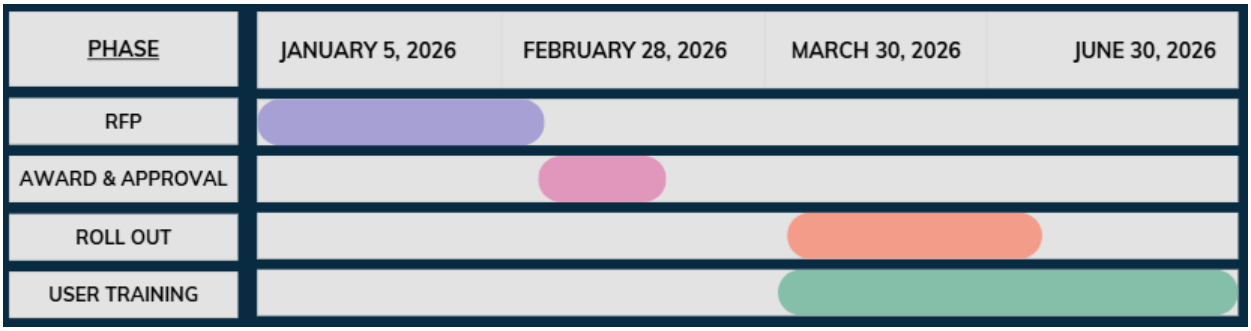


7. MULTIFUNCTIONAL DEVICES IMPLEMENTATION

Description: Replacement of the City's aging fleet of multifunction devices with modern, shared units across workgroups, enabling efficient printing, scanning, faxing, and copying through centralized machines.

Contract	Ricoh USA
Budget	$307,108.20
Current Spend	$4,527.03
Timeline	January 5, 2026 – June 4, 2026
Status	ON SCHEDULE
Percentage of Completion	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:



Public Safety Emergency Management Updates

Project Name	**Comprehensive Camera Coverage: City Facilities and Parks**
Service Provider	Johnson Controls
Summary	The Public Safety department is spearheading an initiative to implement video surveillance camera systems across all City and Park facilities. This proactive measure aims to discourage criminal activities and capture video evidence of any unlawful incidents. The objective is to enhance safety by reducing criminal incidents, creating a secure environment for both residents and park users.
Update	We have successfully implemented video surveillance and access control systems at multiple parks and continue expanding these efforts to strengthen security coverage citywide. The current phase includes the installation of additional cameras and access control enhancements at several City facilities as part of Amendment 6. These upgrades are being fully integrated into the City's existing security infrastructure to improve real-time visibility, situational awareness, and operational coordination. The Mini Parks was approved by council and is currently underway, with installation activities to soon begin at multiple locations. Our team continues to work closely with ITS to ensure the system operates efficiently and reliably, including network connectivity and system performance. We are also coordinating with Public Works to address power, and infrastructure needs necessary to support these installations. These ongoing collaborative improvements reinforce the City's commitment to enhancing public safety through modern, integrated security technology while providing a safe and welcoming environment for residents, visitors, and City staff.

Project Name	**Citywide Fire Alarm Repairs and Enhancements**
Service Provider	West Coast Fire & Integration
Summary	July 5, 2022, Council approved the West Coast Fire & Integration contract for maintenance and monitoring services for all city fire systems from July 1, 2022, to June 30, 2027. Enhancing fire detection and safety for all facility users.
Update	City staff is continuously working to enhance fire systems across all municipal facilities to align with the highest safety standards.

Project Name	**Citywide Intrusion Project**
Service Provider	Johnson Controls
Summary	City Council has approved the Citywide Intrusion Project, which will modernize security systems across all parks and City facilities. These upgrades will replace current equipment with more updated, reliable technology, helping us better protect our spaces and enhance safety for the community.
Update	The project continues to move forward, with site walks underway and additional site visits scheduled over the coming weeks. The project team is working closely with Parks and Recreation to confirm installation locations and address any site-specific needs identified during the walkthroughs. Concurrently, staff are collaborating with multiple departments to review and finalize access levels, ensuring appropriate permissions are established prior to implementation. These efforts will help support a smooth deployment and consistent operation across all project locations.

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 July, the Public Safety and Emergency Management team continued supporting public safety operations, community engagement, and emergency preparedness initiatives throughout the City. Staff maintained ongoing vendor enforcement, parking enforcement, and nighttime operations while also supporting community events and outreach activities that promote safety and preparedness. A major milestone this month was the successful completion of the City's FIFA World Cup training site activations. Public Safety and Emergency Management staff supported multiple team practices hosted in Carson, with all operations concluding safely and without significant incidents. These activations provided valuable real-world experience in emergency coordination, regional collaboration, and multi-agency

	operations, further strengthening the City's preparedness for future large-scale events, including the 2028 Olympic Games. PSEM staff continue to engage with residents through community outreach, preparedness education, and public safety events while working closely with regional partners to enhance the City's emergency readiness. <u>Upcoming Public Safety & Emergency Management Events</u> • **August 5:** National Night Out | 5:00 p.m. – 8:00 p.m. | Carson Sheriff's Station Parking Lot (Desford St. from Avalon Blvd. to Garston Ave.) • **August 15:** Senior Preparedness Seminar | 11:00 a.m. – 1:00 p.m. | Carson Event Center – East Wing Activity Room • **August 25:** Coffee with a Cop | 4:00 p.m. – 5:30 p.m. | Starbucks on Bonita • **August 27:** American Red Cross Blood Drive | 10:00 a.m. – 3:00 p.m. | Carson Event Center – Hall A • **September 14:** Emergency Preparedness Bingo Night | 6:30 p.m. – 8:00 p.m. | Carson Event Center – Dominguez Room

Project Name	**Enhancing Traffic Safety: Analysis of Accident Reduction and LPR Camera Deployment**
Service Provider	Motorola Solutions
Summary	The consultant will supply the city with the most up-to-date version of the L-Series Rapidly Deployable Solar Powered Camera. This camera system, known as an Automatic License Plate Recognition (LPR) camera, will assist the City, in collaboration with the Los Angeles County Sheriff's Department, in capturing essential investigative information and enhancing the safety of its residents. These cameras will be strategically positioned in specific locations throughout the city, including public rights of way and entrances to city facilities. The LPR system will collect comprehensive vehicle data, including make, model, color, and speed, both during daytime and nighttime conditions. The City's Public Safety department is working in partnership with LASD and Public Works to decrease traffic accidents within the city. Staff members have created data maps, and the Traffic Engineering Division will assess these maps to identify any recurring patterns and make infrastructure adjustments as necessary.

Update	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. Deployment of Trailers: • Del Amo Blvd/ Alvo Ave • 19203 Campaign Drive • 23300 Main street / Carson Street

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	Radio installations continue to support reliable communications across multiple City departments, with ongoing maintenance and programming performed to ensure equipment remains operational and up to date. Public Safety and Emergency Management continues coordinating with departments to fulfill additional radio and accessory requests as operational needs arise. Staff are also working closely with the vendor to schedule and complete mobile radio installations for newly acquired Public Works fleet vehicles. These efforts will enhance interoperability, improve day-to-day communications, and ensure City personnel have the tools needed to effectively support routine operations and emergency response.

CITY OF CARSON

701 East Carson Street

Report to Honorable Mayor and City Council

Tuesday, August 4, 2026, 5:00 PM

DISCUSSION 23.

To: Honorable Mayor and City Council

From: Michael George, Government Affairs Officer CMO Administration

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

I. SUMMARY

The City Council is being asked to consider three resolutions to submit a Carson Oil Refinery Tax measure to the City's voters at the General Municipal Election to be held on Tuesday, November 3, 2026. The proposed measure would allow the City to impose an up to $1.00 per barrel oil tax on feedstock that is refined in the City.

The resolutions before the City Council would order submission of the proposed tax measure to the voters, request consolidation with the election conducted by the Los Angeles County on the same date, set procedures for written arguments and impartial analysis, and provide for rebuttal arguments.

II. RECOMMENDATION

TAKE the following actions:

1. WAIVE further reading and ADOPT Resolution No. 26-086 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, CALLING FOR THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2026 FOR THE PURPOSE OF SUBMITTING TO THE QUALIFIED VOTERS OF THE CITY A GENERAL TAX MEASURE ESTABLISHING A BUSINESS LICENSE TAX UPON THE BUSINESS OF CONDUCTING OIL REFINING IN THE CITY OF CARSON, REQUESTING CONSOLIDATION WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THE SAME DATE, AND REQUESTING THAT THE LOS ANGELES COUNTY REGISTRAR-RECORDER/COUNTY CLERK CONDUCT ALL NECESSARY ELECTION SERVICES";
2. WAIVE further reading and ADOPT Resolution No. 26-087 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, SETTING PRIORITIES FOR FILING WRITTEN ARGUMENTS AND DIRECTING THE CITY ATTORNEY TO PREPARE AN IMPARTIAL ANALYSIS REGARDING A GENERAL TAX MEASURE ESTABLISHING A BUSINESS LICENSE TAX UPON THE BUSINESS OF CONDUCTING OIL REFINING IN THE CITY OF CARSON TO BE SUBMITTED TO THE VOTERS AT THE GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2026"; AND
3. WAIVE further reading and ADOPT Resolution No. 26-088 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, PROVIDING FOR THE FILING OF REBUTTAL ARGUMENTS REGARDING A GENERAL TAX MEASURE ESTABLISHING A BUSINESS LICENSE TAX

UPON THE BUSINESS OF CONDUCTING OIL REFINING IN THE CITY OF CARSON TO BE SUBMITTED AT THE GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 3, 2026."

III. ALTERNATIVES

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

IV. BACKGROUND

A. Carson is a Low Property Tax and Low Utility User's Tax City

Carson is a no-low property tax city, meaning it had no local property tax rate in the three years preceding the adoption of Proposition 13 in 1978 and therefore has a permanently small share of the 1% property tax allowed by Prop. 13 as compared to other cities. Its assessed property values have not increased at the same rate as neighboring cities, in part due to the heavy industrial presence in the City of petroleum and other industrial and manufacturing uses, resulting in slower property tax revenue growth.

Prior to the 1950s, the County of Los Angeles allowed cities to incorporate as full property tax cities. Carson incorporated in 1968 and was required to accept low property tax status in order for the County to agree to city formation.

Carson also has one of, if not the lowest, utility users taxes in the region. Although many cities use these two taxes to fund City services, due to the low property tax and low utility user's tax rates, Carson faces unique fiscal constraints. While Carson was long able to rely on redevelopment revenues to fund capital costs in the City, the State's decision to terminate redevelopment has stripped the City of those revenues too.

1. Low Property Tax

Carson's share of the 1% property tax rate is 6.7%. The balance of residents' and property owners' taxes fund Los Angeles County, K-14 School Districts, and other special districts. Carson residents pay the same taxes as residents of neighboring cities, but see far less local benefit from those taxes.

2. Low Utility Users Tax

Carson's Utility Users Tax is at 2% with a cap of $1,000,000 per taxpayer, a figure relevant only to the largest industrial businesses. The average rate in the region is 5.9%. Also, other cities levy the UUT on all utilities, including cable television, cell phones, while Carson's UUT does not include those. Carson maintains one of the lowest Utility User's Taxes in California.

B. Impact of Oil Industry Upon Carson

1. Impacts of Oil Industry on Carson

The oil industry has a long history in Southern California and in Carson in particular. Carson was primarily an agricultural center prior to the discovery of oil in the Signal Hill/Long Beach field in 1921. The discovery of oil in nearby Signal Hill prompted oil companies to search for oil in Carson. Oil was discovered in 1923 in Carson, in what is known as the Dominguez Field. Oil was then discovered in the south Carson area in 1932, and also in the Wilmington Field. These three fields were prolific and supplied as much of half of the oil used in the nation in the first half of the 20th Century. Oil production and the refining of crude oil were located in close proximity of the wellhead and each other in these early years to minimize transportation costs. The Phillips 66 Refinery in Carson was originally constructed in 1917 by Union Oil. Shell Oil constructed its refinery and a chemical plant in Carson in 1928. The existing Tesoro Refinery in Carson was originally constructed by Richfield Oil in 1938.

Largely unregulated in the early years, it was not uncommon for refineries to store oil in earthen-bottomed tanks. When petroleum flooded the market in 1923, oil companies constructed huge earthen oil storage reservoirs to wait for better prices. Carson is dealing with a legacy of ground water pollution from the unregulated use of large storage tanks, where both crude oil and refined petroleum leached into groundwater. Several large clean-up programs are underway in the community or have been undertaken, including the remediation of the Carousel Tract, which is a large residential subdivision constructed atop a former Shell tank farm where the underlying petroleum impacted soils were not properly remediated before homes were constructed. This environmental legacy also depresses property values in Carson, reducing property tax revenues to the City to fund services. The City has major transmission pipelines which were constructed to serve the oil industry. These pipelines are subject to leaks, creating additional soil and ground water contamination. A number of pipelines have been abandoned when companies go out of business and the City has been left to fund the removal of pipelines and the cleanup of surrounding soil.

Seeing that these are industrial facilities, there remains potential for oil spills, which can substantially degrade the character of any given site. Given the various uses, there also remains potential for fires, release of gases, explosions and spill risks. Recent examples include a massive fire at the Marathon refinery in Carson in February 2020 and a hydrocarbon release to the ground from the same refinery in October 2025.

2. Air Quality Impacts

The unregulated refining of petroleum also created air quality issues for the community. The refining process not only created unpleasant odors, but human health impacts as well. Early gasoline production added lead to gasoline from 1924 to the 1970's, when lead was slowly phased out of gasoline due to the health and environmental risks it posed. It is estimated that over seven million tons of lead was deposited in the environment in the United States alone during the five decades that lead was added to gasoline. Cities are still dealing with lead contaminated soils at road-side construction projects. In 1942, during the height of World War II, Southern California's economy was in high gear for the war production. This included the petroleum industry from pumpers to businesses that refined, mixed, stored, and transported oil.

On July 26, 1943, the region was gripped in a heat wave and smog. Visibility was only three city blocks.

That October, the Los Angeles County Board of Supervisors appointed a Smoke and Fumes Commission to study the problem. The studies identified the smoke stack businesses contributing to the problems, including oil refineries. The report was opposed by the Los Angeles City Chamber of Commerce and the oil industry. However, the County Board and the League of California Cities sponsored legislation to allow the establishment of unified air pollution control districts. The bill cleared the Assembly 73-1 and the Senate by 20-0 votes, with Governor Earl Warren signing the legislation. Major industries were required to obtain air pollution permits, but the regulations were in their infancy. Real action began after a killer smog enveloped London in December 1952, claiming over 4,000 lives. The scientific study from this public health disaster made several recommendations, including reducing vapor leaks of hydrocarbon emissions from refineries and fueling stations. The oil industry estimated that over 120,000 gallons of gasoline were evaporating daily in Southern California from refineries and filling stations. The South Coast Air Quality Management District (SCAQMD) is the successor to the Smoke and Fumes Commission, with over fifty years of government action needed to address the harmful human health and environmental impacts from air pollution. That work continues today.

The federal government enacted its first pollution regulations in 1955, primarily focusing on scientific research (Air Pollution Control Act). The Clean Air Act was adopted in 1963, aimed at controlling air pollution. Much of the current air quality regulations stem from the Clean Air Act of 1970, which coincided with the first Earth Day. The Act sought to stem emissions from both stationary and mobile sources of air pollution. A series of air quality plans were proposed and adopted, focusing on reducing ozone, suspended particles, carbon monoxide, nitrogen dioxide, sulfur dioxide and lead. In 1987, the State required that emitters of toxic pollutants assess and make public health risk assessments of their emissions.

Several innovative programs have been developed over the years to deal with air pollution, including RECLAIM, which incentivizes petroleum industries to capture and make useful products of what had previously been waste emissions, thereby reducing emissions and increasing profits. For example, ARCO constructed a facility at the Carson refinery to recover propylene from crude oil to make polypropylene, a material used in a wide variety range of consumer plastics including carpeting, upholstery, clothing and twine. The facility removes sulfur and other polluting byproducts that would have been burned, with the intent of reducing sulfur and nitrogen oxide emissions. Other innovative programs designed to deal with air pollution and green-house gasses (GHGs) have been adopted by the State, including AB 32 (2006) and SB 535 (2012).

AB 32 established GHG reduction targets for various sectors of the economy. The law created the "cap and trade' system, which allows businesses to purchase extra GHG credits when their emissions exceed their targets. The State extended the "cap and trade" system to 2030. However, AB 32 did not include a plan to allocate funds collected under the cap and trade program. SB 535 addressed funding guidelines by focusing on the people who live in communities of color, low-income and disadvantaged communities which, like Carson, bear a heavier burden of environmental combination than other communities. This policy focus was based on State studies which have found that there is a great abundance of harmful air pollution around non-white and poorer communities, more than in white and wealthier communities. Also, State studies also show that people who live near to refineries are likely to breath more nickel and vanadium than other Californians.

In order to implement SB 535, the Legislature tasked the Office of Environmental and Human Health Risk Assessment with developing an assessment tool, known as CalEnviroScreen. Based on a comprehensive examination of all risks facing disadvantaged communities, including health risks like cancer and strokes, CalEnviroScreen aggregates this data on the Census Tract level, resulting in a combined pollution score. According to the most recent version of CalEnviroScreen, the overwhelming majority of Carson's census tracts have very high pollution levels. Many of these Census Tracts are adjacent to the refineries and businesses that mix, blend, store, and transport petroleum and petroleum products, due in part to the high level of stationary emissions from these businesses. Residents in these areas also are exposed to high levels of pollution from industrial and trucking activities, as well as impacts from traffic and noise.

Recent studies by the SCAQMD indicate that air pollution from refineries and other petroleum-related facilities is substantially higher than previously estimated, increasing the concern about health impacts. The City had engaged with SCAQMD in review of its proposed Rule 1180, which would require the installation of air quality monitoring at the fence line of the refineries. The City had been active in this rule making process, when it came to light in recent environmental studies that the SCAQMD does not operate any air quality monitoring stations in Carson. The closest air quality monitoring station to Carson is in the North Long Beach area. Over a dozen pre-schools and schools are located within a quarter of a mile of these petroleum refining and production businesses. These schools and the entire community would benefit from increased air quality monitoring devices located in Carson.

Further, there are impacts to air quality from diesel particulates, volatile organic compounds, carbon dioxide, sulfur dioxides, and oxides of nitrogen emissions. These include, but are in no way limited to, impacts from trucking and other transportation of feedstocks and refined products.

3. Hazards and Risks

For example, as noted in a recent environmental document written for the Tesoro Refinery by the SCAQMD (SCAQMD, 2017), the Tesoro Los Angeles Refinery handles hazardous materials with the potential to impact people, property, or the environment. An accidental release of hazardous materials at a facility can occur due to natural events, such as earthquakes, and non-natural events, such as mechanical failure or human error. Potential existing hazards from the Refinery are those associated with accidental releases of toxic/flammable gas, toxic/flammable liquefied gas, and flammable liquids. Potential hazards at a refinery include toxic gas clouds, fires, vapor cloud explosions, thermal radiation, and overpressure. Risks are also associated with transportation, including truck transport, rail transport, and pipeline transport.

Historic operations at the Refinery have resulted in accidental releases of hazardous materials (primarily petroleum hydrocarbons) to soil and groundwater in some areas of the Refinery. State and federal laws require detailed planning to ensure that hazardous materials are properly handled, used, stored, and disposed of to prevent or mitigate injury to human health or the environment in the event that such materials are accidentally released; however, risks of releases remain to the community as a result of Refinery operations.

4. Groundwater and Soil Contamination

Refinery operations have resulted in significant soil and groundwater contamination in Carson. Historically, sludge from refinery and chemical plant processes was treated and disposed in unlined pits at the refineries in the early part of the last century. Many pits were filled without record of their location, contents or extent of remediation. Cooling tower blowdown and tank wash water was discharged into the local sewer system. In the 1970s, environmental studies began to reveal that the main pollutants of concern were petroleum hydrocarbons, volatile organic compounds, including benzene, toluene and ethylbenzene. Elevated levels of chromium, lead, arsenic, and antimony were found, along with organosulfur compounds. Chronic exposure to such contaminants threatens liver, kidney, and blood systems. Benzene is a known carcinogen linked to leukemia. As a result, the Los Angeles Regional Water Quality Control Board (LA RWQCB) placed several Carson refineries under clean up orders in the mid-1980s and early 1990s, including Shell in 1985, Marathon (Tesoro) in 1990 and Phillips 66 in 1994.

Groundwater contamination, and the potential for contamination of deeper regional drinking water aquifers, is a major focus of the LA RWQCB orders. Pursuant to these orders, the refineries in Carson have installed groundwater extraction and monitoring wells along their perimeters to pump and treat groundwater and to hydrologically contain contaminated groundwater within their respective facility boundaries. Tens of thousands of gallons of petroleum liquid (light non-aqueous phase liquid, “LNAPL”) floating atop the shallow groundwater underneath the refineries have been pumped and treated, but much remains. In 2014, Tesoro, Kinder Morgan Energy, and Shell, collectively installed groundwater monitoring wells to monitor whether, on a regional level, contaminated groundwater was reaching regional groundwater drinking water aquifers. This effort is overseen by the LA RWQCB.

Soil contamination is also a significant concern that the LA RWQCB’s clean up orders are attempting to address. Under the orders, the refineries have used soil vapor extraction wells to remove thousands of pounds of hydrocarbons from the soil within their facility boundaries. Much of the soil remains contaminated, however, as much of the contaminated soil remains under existing infrastructure at the refinery facilities. In addition, in 2021, the LA RWQCB required industrial facilities throughout the state that stored and/or used materials that may have contained per- and polyfluoroalkyl substances (PFAS) to conduct soil testing. The analytical results of PFAS sampling at Carson’s refineries show elevated levels of PFAS in their soils (likely due to the use of firefighting foams). Soil contamination contributes to other environmental concerns, including the discharge of pollutants to local stormwater and sewer systems during storm events when stormwater flows across the refinery sites and picks up contaminants in the soil.

For example, the Tesoro Los Angeles Refinery consumed approximately 18 million gallons of water per day in 2012/2013 from potable water, Refinery owned wells, and recycled water according to the SCAQMD (SCAQMD, 2017). The Carson operations discharged an average of 4.07 million gallons per day of wastewater during 2012 and 2013 to the sewer system. The Tesoro Los Angeles Refinery is located on the Dominguez Channel and approximately 1.5 miles west of the Los Angeles River. The Los Angeles River and the Dominguez Channel are the major drainages that flow into the Los Angeles-Long Beach Harbor complex.

In sum, the environmental legacy of Carson’s industrial history is profound and efforts to mitigate it will be required for years to come.

5. Noise

Existing refinery operations in the City produce substantial noise to the surrounding community. The existing noise environment at the Tesoro Refinery and in the vicinity of the Tesoro refinery is dominated by refining operations and mobile sources, including trucks, cranes, locomotive engines, and other heavy industrial activities.

Noise-sensitive receptors are defined as residences, schools, hospitals, libraries, places of worship, and public parks. Some of the noise sensitive receptors close to the Tesoro Refinery include: (1) a residential area on the corner of Merimac Avenue and West Willard Street approximately 2,000 feet east of the Tesoro Wilmington Operations; (2) residential area near Mauretania Street and Goodrich Avenue; (3) residential areas west of the Drumm Avenue/East Sandison Street intersection; and (4) residential areas west of Wilmington Avenue near East Pacific Street. There are numerous commercial receptors located adjacent to the Tesoro Refinery, as well as numerous industrial receptors.

6. Carson Community Members' Concerns

Carson community members have historically expressed concerns about the impacts of oil refineries and the chemical industry on the City, its environment, and its residents. They have also expressed concerns about contaminated soil and ground water. They believe that local air and water quality are serious concerns. Residents have expressed other concerns, including noise and air pollution caused by truck traffic and damage to local streets and roads caused by cargo trucks, including tanker trucks used by petroleum and petroleum products businesses to ship product. In looking to implement the proposed Carson Oil Refinery tax, the City has analyzed the oil industry's ability to bear the proposed tax.

C. The Proposed Carson Oil Refinery Tax

The proposed Carson Oil Refinery tax would allow for the City of Carson to impose an up to $1 per barrel tax on feedstock that is refined in the City. This would be a general tax, meaning the City may use the revenue from it for any lawful purpose. However, given the history recounted above, it is reasonable to expect the City to use the proceeds of this tax in certain ways. In addition to ensuring that the drastic impacts of the oil refineries on the local community, including future planning regarding the same, are taken into account through an appropriate tax, additional goals of this tax are to respond to lessons learned under the City's existing Oil Industry Business License Tax, reduce the administrative burden to the City and taxpayers on implementing it, and to avoid potentially tax evasive behaviors by taxpayers. City staff recommends that the City Council present the Carson Oil Refinery tax to voters for their consideration. An excise tax like this is easy to understand and able to generate meaningful tax revenues commensurate to this industry's ability to pay and its impact on the City, its services, its environment and its residents while reaching a broader swath of the petroleum industry in the City than alternatives. The proposed Carson Oil Refinery Tax ordinance to be presented to the voters is attached as Exhibit "A" to the Resolution that is attached to this report as Exhibit No. 1.

D. Requirements for the Carson Oil Refinery Tax Measure for November 3, 2026 General Municipal Election

Multiple resolutions are required to place the proposed Carson Oil Refinery Tax ballot measure before the voters at a November 3, 2026 election, pursuant to Proposition 218, the California Constitution, and the Election and Government Codes.

The Carson Oil Refinery Tax is a general tax (and not a special tax) because the revenue generated is deposited into the general fund and is available for any general governmental purpose the City Council determines to be appropriate. Under Proposition 218, increases and/or extensions of a general tax must be approved by a majority of voters. (Cal. Const., art. XIII C, Section 2(b).). Additionally, under Proposition 218, an election to increase a general tax must be consolidated with the City's regularly scheduled general municipal election, when Council seats are on the ballot. (Cal. Const., art. XIII C, Section 2(b).)

If adopted, the proposed measure will allow the City to impose a business license tax of up to $1.00 per barrel of feedstock that is introduced into a refining process within the City. "Barrel of feedstock" is defined to mean 42 U.S. gallons of feedstock. "Feedstock" is defined to mean crude oil, petroleum, petroleum products, renewable feedstocks, biofuel feedstocks, or other raw or intermediate materials introduced into and processed by a refining process within the City. The rate of this tax would be set by resolution of the City Council, provided that it may not exceed the maximum rate of $1.00 per barrel of feedstock.

The proposed action consists of three related resolutions:

- The first resolution calls the November 3, 2026 General Municipal Election and submits the Oil Refinery Tax ordinance to the City's qualified voters. The resolution attaches the full text of the proposed Oil Refinery Tax ordinance (Ordinance No. 26-2611) as Exhibit "A" to the resolution and states the applicable majority-vote approval requirement. The resolution also requests that the Los Angeles County Board of Supervisors consolidate the City's election with the statewide general election to be held on the same date and authorize the Los Angeles County Registrar-Recorder/County Clerk to conduct the necessary election services, including preparation and distribution of election materials, use of a consolidated ballot, canvass of the returns, and related election administration. The resolution further provides that the City will reimburse Los Angeles County for costs incurred by reason of the consolidation.
- The second resolution authorizes written arguments for and against the Oil Refinery Tax Measure pursuant to Elections Code Section 9282 and directs the City Attorney to prepare an impartial analysis pursuant to Elections Code Section 9280. Written arguments may not exceed 300 words, and the impartial analysis may not exceed 500 words.
- The third resolution authorizes rebuttal arguments pursuant to Elections Code Section 9285. Rebuttal arguments may not exceed 250 words, may not be signed by more than five persons, and must be filed within the time required by the City Clerk/City's designated elections official.

V. FISCAL IMPACT

There is no direct fiscal impact associated with the City Council's consideration of submittal of the proposed Carson Oil Refinery Tax measure to the voters, in and of itself. If the City Council adopts the measure-submission and consolidation resolution, the City will be responsible for its share of Los Angeles County's costs to consolidate and conduct the election and provide related election services. The final amount will depend on the County's election-cost allocation and billing.

VI. EXHIBITS

1. Resolution No. 26-086
2. Resolution No. 26-087
3. Resolution No. 26-088
4. BRI Opinion Letter Dated July 13, 2026.

Attachments

Resolution No. 26-086

Resolution No. 26-087

Resolution No. 26-088

BRI Opinion Letter Dated July 13, 2026

RESOLUTION NO. 26-086

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, CALLING FOR THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2026 FOR THE PURPOSE OF SUBMITTING TO THE QUALIFIED VOTERS OF THE CITY A GENERAL TAX MEASURE ESTABLISHING A BUSINESS LICENSE TAX UPON THE BUSINESS OF CONDUCTING OIL REFINING IN THE CITY OF CARSON, REQUESTING CONSOLIDATION WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THE SAME DATE, AND REQUESTING THAT THE LOS ANGELES COUNTY REGISTRAR-RECORDER/COUNTY CLERK CONDUCT ALL NECESSARY ELECTION SERVICES

WHEREAS, the City of Carson ("City") is a charter city organized under the Constitution and laws of the State of California and the City's Charter; and

WHEREAS, the City is a full-service city that seeks to provide services and a high quality of life to its residents, businesses and other community institutions; and

WHEREAS, the City seeks to be fiscally responsible and ensure adequate resources are available to support City operations and respond to the service needs of its residents and businesses; and

WHEREAS, the City has a long history of oil refining and petroleum-related activities occurring within its boundaries and has undertaken efforts to address environmental, public health, and public safety impacts and concerns associated with those activities; and

WHEREAS, petroleum refining, storage, and pipeline infrastructure has been concentrated in Carson since the early twentieth century; and

WHEREAS, historical refinery and petroleum-related operations have contributed to significant environmental burdens in Carson, including soil and groundwater contamination, ongoing remediation activities, and costs associated with certain abandoned pipelines and surrounding contaminated soil; and

WHEREAS, heavy industrial operations continue to pose ongoing public safety and environmental hazard risks, as evidenced by a major fire at the Carson Marathon refinery in February 2020 and a hydrocarbon release at the same facility in October 2025; and

WHEREAS, CalEnviroScreen, a screening tool developed by the California Office of Environmental Health Hazard Assessment, identifies census tracts within Carson as experiencing comparatively high cumulative pollution burdens and population vulnerabilities; and

WHEREAS, petroleum-related operations generate truck and cargo transportation activity, and Carson residents have expressed concerns regarding associated traffic, noise, air emissions, and wear on local streets; and

WHEREAS, the City Council of the City desires to submit to the qualified electors of the City a general tax measure establishing a business license tax upon oil refining in the City of Carson by adopting an ordinance adding a new chapter to the Carson Municipal Code ("Oil Refinery Tax"); and

WHEREAS, the proposed Oil Refinery Tax would establish a general tax on oil refining of up to $1.00 per barrel of feedstock refined in the City of Carson, with revenues available for general governmental purposes; and

WHEREAS, Article XIII C, section 2(b) of the California Constitution requires that a general tax imposed, extended, or increased by a local government be submitted to the electorate and approved by a majority vote at a general municipal election for members of the governing body, unless otherwise permitted by law; and

WHEREAS, a General Municipal Election is to be held in the City of Carson on Tuesday, November 3, 2026; and

WHEREAS, an established Statewide General Election is scheduled for November 3, 2026; and

WHEREAS, the City Council desires to submit the Oil Refinery Tax to the qualified voters of the City of Carson at the General Municipal Election to be held on November 3, 2026, and to request that the Los Angeles County Board of Supervisors consolidate the election on the Oil Refinery Tax measure with the Statewide General Election to be held on the same date and authorize the Los Angeles County Registrar-Recorder/County Clerk to conduct all necessary election services.

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

Section 1. That the recitals set forth above are incorporated herein by this reference.

Section 2. That the City Council of the City of Carson, pursuant to its right and authority, hereby orders submitted to the voters at the General Municipal Election to be held on Tuesday, November 3, 2026, the following ballot question pertaining to the Oil Refinery Tax:

Carson Oil Refinery Tax for City Services, Public Safety, Environmental Cleanup. Shall the measure maintaining public safety, 9-1-1 emergency response, addressing homelessness, protecting drinking water, monitoring air/water quality, providing other general services, protecting Carson's long-term financial stability by establishing a City of Carson tax on oil refineries of up to $1 per barrel of feedstock, providing approximately $100,000,000 annually, until ended by voters, requiring public spending disclosure, audits, all funds used locally, be adopted?	YES
	NO

Section 3. That the text of the Oil Refinery Tax that is to be submitted to the voters is attached hereto as Exhibit "A" to this Resolution and incorporated herein by this reference as if set forth in full. The City's designated elections official is hereby authorized and directed to make any non-substantive, clerical, formatting, or conforming changes to this Resolution, the proposed ordinance attached hereto as Exhibit "A," the above ballot question, and any related election materials as may be required by the Los Angeles County Registrar-Recorder/County Clerk or by applicable law, provided that such changes do not materially alter the Oil Refinery Tax approved by the City Council for submission to the voters**.**

Section 4. That the vote requirement for the Oil Refinery Tax measure to pass is a majority (50% +1) of the votes cast on the measure.

Section 5. That the City Clerk is designated as the City's elections official and is authorized, instructed and directed to coordinate with the County of Los Angeles Registrar-Recorder/County Clerk to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

Section 6. That the ballots to be used at the election shall be in form and content as required by law, and that the election shall be held and conducted in the manner prescribed by law.

Section 7. Pursuant to California Elections Code section 10242, the polls for the General Municipal Election shall open at seven o'clock a.m. on the day of the election, and shall remain open continuously from that time until eight o'clock p.m. of the same day, when the polls shall be closed, except as otherwise provided in California Election Code section 14401.

Section 8. That in all particulars not recited in this Resolution, the General Municipal Election shall be held and conducted in accordance with the provisions of law regulating municipal and statewide elections.

Section 9. That notice of the time and place of holding the General Municipal Election is hereby given and the City's designated elections official is authorized, instructed and directed to give further or additional notice of the election, in the time, form and manner required by law.

Section 10. That pursuant to sections 10402 and 10403 of the Elections Code, the Los Angeles County Board of Supervisors is hereby requested to consent and agree to the consolidation of the submission of the Oil Refinery Tax measure at the General Municipal Election with the election conducted by Los Angeles County to be held on Tuesday, November 3, 2026.

Section 11. The City Council acknowledges that the consolidated election will be held and conducted in the manner prescribed in Elections Code section 10418.

Section 12. That the Los Angeles County Registrar-Recorder/County Clerk is authorized to canvass the returns of the General Municipal Election. The election shall be held in all respects as if there were only one election, and only one form of ballot shall be used.

Section 13. That the Los Angeles County Board of Supervisors is requested to issue instructions to the Los Angeles County Registrar-Recorder/County Clerk to take any and all

necessary steps for the holding of this consolidated election.

Section 14. That the City of Carson recognizes that additional costs will be incurred by Los Angeles County by reason of this consolidation and agrees to reimburse Los Angeles County for any costs upon presentation of a properly submitted bill.

Section 15. That the adoption of this Resolution is not subject to review under the California Environmental Quality Act, Public Resources Code section 21000 *et seq*. ("CEQA"). The calling and noticing of a General Municipal Election for the submission of a ballot measure to voters is not a project within the meaning of CEQA Guidelines Section 15378 (14 CCR §15378). The Oil Refinery Tax measure to be submitted to the voters is a proposed general tax that can be used for any lawful municipal purpose; it is not a commitment to any particular action or project. Under CEQA Guidelines section 15378(b)(4), this Resolution and the proposed tax is not a project within the meaning of CEQA because it creates a government funding mechanism, which does not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment. Therefore, under CEQA Guidelines Section 15060, review under CEQA is not required.

Section 16. That the City's designated elections official is hereby directed to file a certified copy of this Resolution with the Los Angeles County Board of Supervisors and the Los Angeles County Registrar-Recorder/County Clerk.

Section 17. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions. This Resolution shall be effective immediately upon its adoption.

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PASSED, APPROVED AND ADOPTED by the City Council of the City of Carson, California, at a regular meeting held on the 4th day of August, 2026.

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:

_____
Sunny K. Soltani, City Attorney

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. 26-086, was adopted by the Carson City Council at its meeting held on the 4th day of August, 2026, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

EXHIBIT A

CARSON OIL REFINERY TAX ORDINANCE

ORDINANCE NO. 26-2611

AN ORDINANCE OF THE PEOPLE OF THE CITY OF CARSON ESTABLISHING A BUSINESS LICENSE TAX UPON OIL REFINING IN THE CITY OF CARSON BY ADDING A NEW CHAPTER 3.6 TO ARTICLE 6 OF THE CARSON MUNICIPAL CODE

WHEREAS, the City of Carson ("City") is authorized by law to establish business license taxes, as an excise tax, upon businesses within the City for the privilege of doing business in the City pursuant to its authority as a charter city, including, but not limited, to Section 200 of Article II and Section 906 of Article IX of the City Charter; Cal. Const. art XI, Section 5; and Government Code Section 37101 and Business & Professions Code Section 16000 et seq. (to the extent applicable); and

WHEREAS, on November 7, 2017, the voters of the City approved Measure "C", which provided for an "Oil Industry Business License Tax" ("OIBLT"), codified at Carson Municipal Code ("CMC") §§ 63501 *et seq.* and which became effective December 1, 2017; and

WHEREAS, as of the date of this Ordinance, Tesoro Refining & Marketing Company LLC and the City of Carson are continuing to litigate their controversies and claims before the California Supreme Court in a case styled *Tesoro Refining & Marketing Company v. City of Carson*, California Supreme Court Case No. S289952; and

WHEREAS, therefore, the purpose of this Ordinance is to establish a business license tax, as an excise tax, upon the refining of oil in the City's jurisdiction that shall be in addition to any other taxes that are imposed by the City, to the extent applicable.

The People of the City of Carson, California do ordain as follows:

Section 1. This ordinance shall be known and may be cited as the City of Carson Oil Refinery Tax.

Section 2. A new Chapter 3.6 is added to Article 6 of the Carson Municipal Code to read, in its entirety, as follows:

"**CHAPTER 3.6 OIL REFINERY TAX**

63601 Title.

This Chapter shall be known as the "Oil Refinery Tax" of the City.

63602 Purpose.

This Chapter is enacted to establish a business license tax to raise revenue for municipal purposes and is not intended for the purpose of regulation. The taxes payable hereunder are general taxes within the meaning of Article XIII C of the California Constitution.

63603 Definitions.

In this Chapter, the singular number includes the plural and the plural the singular, and the masculine gender includes the other genders. The word "shall" is mandatory, "may" is permissive.

(a) "Barrel of feedstock" shall mean 42 U.S. gallons of feedstock, irrespective of any other industry standards related to different barrel sizes for non-petroleum-based products.

(b) "Conducting oil refining" shall mean the subjecting of feedstock to a refining process.

(c) "Engage in the business" shall mean to commence, operate, manage or carry on a business and to exercise corporate or franchise powers, whether done as an owner or by means of one (1) or more officers, agents, managers, employees, servants or otherwise, within the City, whether or not the business is operated from a fixed location and whether or not such location is within the City.

(d) "Feedstock" shall mean crude oil, petroleum, petroleum products, renewable feedstocks, biofuel feedstocks, or other raw or intermediate materials introduced into and processed by a refining process within the City, and includes, without limitation:

(i) Crude oil, crude petroleum, and petroleum;

(ii) Petroleum products that are pre-treated or partially refined offsite and brought onsite for the purpose of further refining there;

(iii) Other feedstocks that supply the refining process, inclusive of biofuels feedstocks or renewable feedstocks, including but not limited to oil derived from plants, cooking oil, tallows and other animal fats.

(iv) For purposes of calculating the tax imposed by this Chapter, taxable feedstock shall be measured at the point of its first introduction into a refining process within the City and shall not include material previously reported as taxable feedstock under this Chapter.

The volume of feedstock shall be determined from the refinery's official accounting records and refinery feedstock measurement systems used for financial and regulatory reporting, including refinery charge records, custody transfer measurements, or other primary accounting records maintained in the ordinary course of business.

Such records and measurements shall be subject to review, verification, and audit by the Tax Collector pursuant to this Chapter.

Internal recycle streams, intermediate process streams, catalyst circulation streams, slops, reprocessed refinery streams, or other materials generated from feedstock previously reported as taxable

feedstock under this Chapter shall not constitute new feedstock solely because they are transferred, blended, stored, recycled, reprocessed, upgraded, or further processed within the refinery.

Materials used solely as fuel, utilities, catalysts, chemicals, additives, or other consumables, and materials merely stored, transferred, blended, or handled in the City without being introduced into and processed by a refining process within the City, shall not constitute taxable feedstock.

(e) "Person" shall include domestic and foreign corporations, associations, syndicates, joint stock companies, firms, partnerships of every kind, trusts, societies, and individuals.

(f) "Petroleum" shall mean the common definition of petroleum, inclusive of crude oil.

(g) "Petroleum products" shall mean materials derived from petroleum. For the purposes of this Chapter, petroleum products include, but are not limited to, any product derived from hydrocarbons, including, but not limited to, liquid petroleum gas (LPG), natural gas, gasoline, gas oil, jet fuel, diesel fuel, heavy fuels, lubricants, asphalt, tar, petroleum coke, residuum from distillation of petroleum, paraffins, naphtha, sulfur and petrochemicals.

(h) "Refine," "refining" and "oil refining" shall mean the process of producing gasoline, gasoline blending stocks, naphtha, distillate fuel oil including but not limited to diesels, kerosene, aviation fuel, lubricants (including but not limited to lube oil), asphalt, petrochemical feedstock, residual fuel oils, solvents, plastics, asphalt (including but not limited to bitumen), biofuels (including but not limited to ethanol, biodiesel, biogas, biomethane, or sustainable aviation fuel), or other similar products through the processing of crude oil, crude petroleum or alternative feedstocks (including but not limited to oil derived from plants, cooking oil, tallows and other animal fats), redistillation of unfinished petroleum derivatives or unfinished biofuel derivatives, cracking, reforming, or other processes to convert feedstocks into other useful products.

(i) "Tax" shall mean the tax imposed by this Chapter.

(j) "Tax certificate" shall mean the certificate issued pursuant to Section 63606 to a taxpayer evidencing that the taxpayer has complied with this Chapter including, but not limited to, payment of all taxes, interest, and penalties owed by a taxpayer pursuant to this Chapter.

(k) "Tax Collector" shall mean the director of finance of the City or his or her designee.

(l) "Taxpayer" shall mean any person required to pay the tax imposed by this Chapter.

63604 Tax Certificate Required.

It shall be unlawful for any person to engage in the business of conducting oil refining in the City of Carson without first obtaining a tax certificate and paying the tax required by this Chapter.

63605 Oil Refinery Tax.

In addition to any other taxes imposed by the City, every person engaged in the business of conducting oil refining in the City of Carson shall pay a business license tax per barrel of feedstock, measured by the number of barrels of feedstock first introduced into a refining process within the City of Carson during the reporting period, provided that this tax is not a tax on the sale or use of gasoline or other fuels for propelling motor vehicles or upon the storage of gasoline or other fuels for use by the business doing the storage to fuel motor vehicles operated by or for the benefit of that business. The rate of this tax shall be set by resolution of the City Council except as otherwise provided herein, and may not exceed $1.00 per barrel of feedstock. In the absence of a City Council resolution setting the rate of the tax, the rate shall be $1.00 per barrel of feedstock. After the City Council has set the rate of the tax by resolution, the City Council may subsequently re-set or adjust the rate up or down by resolution at any time, provided the rate shall not at any time exceed the voter-approved maximum of $1.00 per barrel of feedstock.

63606 Issuance of Tax Certificate.

(a) Each taxpayer shall submit a tax return each calendar quarter on a form provided by the Tax Collector. The tax return shall include sufficient information, including, but not limited to, information on the number of barrels of feedstock first introduced into a refining process within the City of Carson during the reporting period, to allow computation of the tax due, as well as any other information deemed necessary by the Tax Collector for the administration of this Chapter and calculation of the tax owed. The tax return shall also be accompanied by payment of all taxes, interest, and penalties due under this Chapter.

(b) Tax returns shall be signed under penalty of perjury by an officer or other individual authorized to legally bind the taxpayer. The signer shall certify that:

(1) the information contained in the return is true, correct, and complete to the best of the signer's knowledge;

(2) the reported quantity of taxable feedstock has been determined from the taxpayer's books and records maintained in the ordinary course of business; and

(3) the return is supported by records required to be maintained under Section 63614.

A taxpayer claiming that any barrels are excluded from taxable feedstock shall maintain and provide records sufficient to substantiate the exclusion. Unsupported exclusions may be

disallowed by the Tax Collector.

(c) Upon confirmation that a tax return evidences compliance with this Chapter (including, but not limited to, the payment of any tax, interest, and penalty owed), the Tax Collector shall issue the taxpayer a tax certificate evidencing that compliance.

(d) **Annual Reconciliation.**

Within ninety (90) days following the close of each calendar year, each taxpayer shall file an annual reconciliation of taxable feedstock reported during the four quarterly reporting periods. The annual reconciliation shall reconcile the total taxable feedstock reported under this Chapter with the refinery's annual accounting records and any annual regulatory or operating reports maintained in the ordinary course of business.

63607 Administration; Gann Limit Override.

(a) The Tax Collector shall be responsible for issuing tax certificates pursuant to this Chapter and otherwise for its administration and enforcement. The people of the City of Carson intend this Chapter to be enforced consistently with the Municipal Code and any rule or regulation promulgated under the Municipal Code.

(b) Pursuant to California Constitution, Article XIII B, the appropriation limit for the City is increased to the maximum extent over the maximum period of time allowed under law to allow the City to spend the revenues generated by the taxes and fee imposed by this Chapter to fund City services and for other lawful purposes of the City.

63608 Tax Certificate Expiration; Renewal.

Tax certificates shall expire at the end of each calendar quarter.

63609 Calculation of Initial Business License Tax.

A taxpayer paying an initial business license tax under this Chapter shall report on the tax return required by Section 63606 the number of barrels of feedstock first introduced into a refining process within the City of Carson in the calendar quarter immediately prior to the date of the tax return to allow calculation of the tax imposed by this Chapter. This tax is not imposed upon oil refining conducted before January 1, 2027.

63610 Calculation of Renewal Business License Tax.

Upon expiration of a tax certificate issued under this Chapter, the taxpayer shall report on the tax return required by Section 63606 the number of barrels of feedstock first introduced into a refining process within the City of Carson during the previous calendar quarter to allow calculation of the tax imposed by this Chapter.

63611 Tax Certificate Not Transferable – Duties upon Transfer of Business.

(a) No tax certificate issued under this Chapter may be transferred to any other person.

(b) Whenever any taxpayer shall cease business or dispose of a business taxed under this Chapter, any tax payable under this Chapter shall be immediately due and payable.

(c) Whenever any taxpayer transfers a business taxed under this Chapter, the transferor and transferee shall be jointly and severally liable for any tax, interest and penalties due from that business under this Chapter up to and including the date of transfer. No tax certificate may be issued to the transferee until such tax, interest and penalties are paid.

(d) Successor and Assignee Responsibility.

1. If any person, while liable for any amount under this Chapter, sells, assigns or otherwise transfers half (1/2) or more of a business subject to tax under this Chapter, whether voluntarily or involuntarily, the person's successor, assignee or other transferee, or other person or entity obtaining ownership or control of the business ("transferee") shall pay that amount and any outstanding penalties and interest when due. A transferee shall notify the Tax Collector of a transfer thirty (30) days before the transfer date; or if the agreement to sell, transfer, or otherwise dispose of the business is made less than thirty (30) days before the date of transfer, on the first business day after the transfer is agreed.

2. A transferee shall be deemed to have satisfied an unpaid liability if the transferee withholds from the purchase price, for the benefit of the City, an amount sufficient to cover the liability, or by otherwise paying the liability and obtaining from the Tax Collector a "tax clearance certificate" showing that all outstanding liability under this Chapter has been paid through the date of transfer.

3. Within ninety (90) days of receiving a written request from a transferee, the Tax Collector may issue a "tax clearance certificate" stating either the amount due as to the business under this Chapter, or stating that there is no liability due for the business through a stated date. The Tax Collector may request records from the transferor to audit the amount due under this Chapter. The Tax Collector shall issue a tax clearance certificate within thirty (30) days of completing such an audit, stating any amount owed, unless the Tax Collector determines the records provided for audit are insufficient to determine whether taxes, fees, penalties and/or interest are due and in what amounts. If so, the Tax Collector may rely on available information to estimate any amount due and shall issue a tax clearance certificate stating that amount.

63612 Due dates; delinquency, interest, and penalties for fraud and negligence.

(a) Payment Deadline. The tax imposed under this Chapter is due and payable according to the following schedule:

1. For refining conducted from January 1 to March 31 of that same year, the tax payment shall be due on April 1 and shall become delinquent on April 30 of that same year.

2. For refining conducted from April 1 to June 30 of that same year, the tax payment shall be due on July 1 and shall become delinquent on July 31 of that same year.

3. For refining conducted from July 1 to September 30 of that same year, the tax payment shall be due on October 1 and shall become delinquent on October 31 of that same year.

4. For refining conducted from October 1 to December 31 of that same year, the tax payment shall be due on January 1 of the next year and shall become delinquent on January 31 of the next year.

(b) Should the due date occur on a weekend or legal holiday, the return may be paid or postmarked on the next working day.

(c) Every business newly subject to this Chapter shall file a tax return and pay any tax due before the first day of operation (to the extent any tax is owed), and the tax shall become delinquent ninety (90) days thereafter and the penalties of Sections 63612(d) and 63612(e) shall then attach, to the extent applicable.

(d) If the tax is not paid when due, a delinquency penalty of ten percent (10%) of the amount of tax due shall accrue. If a portion of the tax is not paid when due, the penalty shall accrue as to the portion unpaid. An additional penalty of fifteen percent (15%) shall accrue if the tax remains unpaid on the 90th day following the date it was first due. Interest (simple) shall accrue at the rate of one percent (1%) each month, or fraction thereof, on the amount of tax from the date the tax becomes delinquent to the date of payment. Interest and penalties accrued shall become part of the tax and shall bear interest as it does and be subject to enforcement and collection as it is.

(e) Upon determining that a taxpayer has been guilty of fraud or negligence in reporting or remitting tax under this Chapter, the Tax Collector may impose additional penalties of fifteen percent (15%) of the difference between the amount of tax the taxpayer initially reported to the City and the tax amount as recomputed by the Tax Collector.

(f) The City Council may modify the percentages provided in Sections 63612(d) and 63612(e) by resolution without voter approval pursuant to California Constitution, article XIII C, section 1, subdivision (e)(5).

63613 Constitutional apportionment.

(a) The tax provided for by this Chapter shall not be so applied to

occasion an undue burden upon interstate commerce or to violate the constitutions of the United States and/or the State of California.

(b) When, by reason of the provisions of the Constitution of the United States or the Constitution of California, the tax imposed by this Chapter cannot be enforced without apportionment to business done in the City of Carson, or in California, as the case may be, rules and regulations for apportionment of the tax shall be established as follows:

(1) The City Council from time to time may, but need not, adopt by resolution general guidelines for apportionment.

(2) The Tax Collector, with the approval of the City Attorney, may, but need not, make such rules and regulations for the apportionment of the tax as are necessary and desirable to overcome the constitutional objections and which are consistent with any general apportionment guidelines adopted by resolution of the City Council.

(3) In the absence of such guidelines, rules and regulations, a taxpayer may propose a reasonable apportionment for the Tax Collector's consideration and, failing that, the Tax Collector shall make such apportionment as he or she shall deem lawful and just.

(c) Notice of any guideline, rule or regulation adopted pursuant to this section shall be given pursuant to Section 63615(c) and such rules and regulations shall be effective as provided in Section 63615(c).

63614 Records.

(a) It shall be the duty of every person required to remit to the City any tax imposed by this Chapter to keep and preserve, for a period of at least five (5) years, all records as may be necessary to determine the amount of such tax as he may have been liable for the remittance to the Tax Collector, which records the Tax Collector shall have the right to inspect at a reasonable time for the purpose of conducting an audit pursuant to Section 63617 or verifying a refund claim pursuant to Section 63616.

(b) The Tax Collector may issue an administrative subpoena to compel a person to deliver, to the Tax Collector, copies of all records deemed necessary by the Tax Collector, to establish compliance with this Chapter, including the delivery of records in a common electronic format on readily available media if such records are kept electronically by the person in the usual and ordinary course of business. As an alternative to delivering the subpoenaed records to the Tax Collector on or before the due date provided in the administrative subpoena, such person may provide access to such records outside the City on or before the due date, provided that such person shall reimburse the City for all reasonable travel expenses incurred by the City to inspect those records, including travel, lodging, meals, and other similar expenses, but excluding the normal salary or hourly wages of those persons designated by the City to conduct the inspection.

(c) The Tax Collector is authorized, but is not required, to execute a nondisclosure agreement, subject to the City Attorney's approval as to form, to protect the confidentiality of taxpayer information pursuant to state or federal law including, but not limited to, California Civil Code section 3426 et seq. Whether or not a nondisclosure agreement is executed, nonpublic taxpayer data shall be used only to enforce this Chapter and not made public without the taxpayer's consent.

(d) In addition to the records required by this Section, each taxpayer shall maintain and, upon request of the Tax Collector, provide copies of any federal, state, or local regulatory reports, operating reports, production reports, refinery charge reports, or other reports prepared in the ordinary course of business that identify, reconcile, verify, or substantiate the quantity of feedstock introduced into refining processes within the City. To the extent reasonably available, the taxpayer shall also provide a reconciliation between the taxable feedstock reported under this Chapter and the corresponding quantities reported in such records. The reconciliation shall identify and explain any differences between quarterly reported taxable feedstock and annual refinery accounting records.

(e) If any person subject to recordkeeping under this Section unreasonably denies the Tax Collector access to such records, or fails to produce the information requested in an administrative subpoena within the time specified, then the Tax Collector may impose a penalty of $500 on such person for each day following: (i) the initial date that the person refuses to provide such access; or, (ii) the due date for production of records as set forth in the administrative subpoena. This penalty shall be in addition to any other penalty imposed under this Chapter or other applicable law.

63615 Rules and regulations for enforcement.

(a) The Tax Collector is authorized to make such rules and regulations as may be necessary to aid or assist in enforcement of the provisions of this Chapter.

(b) The Tax Collector shall have the power and duty, and is directed, to enforce this Chapter.

(c) The Tax Collector shall give notice of such rules and regulations by publishing such rules and regulations once in a newspaper of general circulation within the City. If there is no newspaper of general circulation within the City, then the Tax Collector may instead post such rules and regulations in the locations where the agendas are posted for regular meetings of the City Council. Such rules and regulations shall be effective 10 days after such posting or publication.

(d) The Tax Collector may prescribe the form of tax returns, annual reconciliations, and supporting schedules necessary to administer this Chapter.

63616 Refunds.

No tax, penalty or interest shall be refunded unless the Tax Collector determines that it has been paid in error, computed incorrectly, overpaid, or collected illegally.

No refund shall be made unless a request is received in writing by the Tax Collector within one (1) year of the payment of the tax, interest, or penalty to be refunded. Such request shall include any information or documentation required by the Tax Collector to establish the basis of the refund claim.

63617 Audits and Adjustments.

(a) Upon request of the Tax Collector, any person subject to tax under this Chapter shall provide the necessary records to substantiate the tax paid or due. In conducting an audit, the Tax Collector may rely upon refinery operating records, including, but not limited to, accounting records, regulatory reports, production reports, and other business records maintained in the ordinary course of business to verify the quantity of taxable feedstock. If, upon audit of such records or, failing the provision of such records, upon review of such information as the Tax Collector finds to be available and reasonably reliable, the Tax Collector determines the tax imposed by this Chapter has not been paid in full, the Tax Collector shall notify the taxpayer of the balance due, including any accrued penalties and interest. Such amount shall be paid within thirty (30) days after the Tax Collector issues such notice.

(b) If an audit reveals an underpayment equal to two (2) percent or more of the tax properly due for the audit period, the taxpayer shall reimburse the City for the full reasonable and necessary costs incurred by the City in conducting the audit and enforcing this Chapter, including all legal fees and payment for necessary consultants to conduct the audit.

(c) If an audit reveals an overpayment, the Tax Collector shall notify the taxpayer of the amount overpaid. Unless the taxpayer requests in writing a refund of the overpayment within thirty (30) days after the Tax Collector issues such notice, the overpayment shall be applied as a credit against the next tax due.

(d) If an audit reveals an underpayment of $100.00 or less, the Tax Collector shall take no action to collect the underpayment. The Tax Collector may adjust this figure for inflation on January 1st of each year using the consumer price index for all urban consumers for the Los Angeles Area that is promulgated by the U.S. Bureau of Labor Statistics. If such consumer price index is no longer calculated by the U.S. Bureau of Labor Statistics, then the Tax Collector may utilize any appropriate successor index.

(e) Rather than request information and conduct an audit, the Tax Collector may request that a taxpayer file a corrected tax return. If such a tax return is filed and the Tax Collector is satisfied with its accuracy, the existence of any underpayment or overpayment under this Chapter shall be determined with reference to that corrected tax return. If a taxpayer fails to file a corrected tax return or if the Tax Collector is not satisfied with a corrected tax return, the Tax Collector may conduct an audit under this section.

(f) In the event the taxpayer's books and records are incomplete, inconsistent, unavailable, or otherwise inadequate to determine the proper amount

of tax due, the Tax Collector may determine the tax due using the best information reasonably available.

63618 Appeals.

(a) Initiation – Contents of Notice of Appeal. Any person may appeal any decision of the Tax Collector made under this Chapter within fifteen (15) days of the decision including but not limited to denial of a refund under section 63616 or an underpayment determination under section 63617. The City Council delegates its authority to conduct the hearing on such appeals to a hearing officer appointed for that purpose by the City Manager. The compensation of the hearing officer shall not depend on any particular outcome of the appeal. The hearing officer shall have full authority and duty to preside over the hearing on the matter appealed in the manner set forth herein and as required by law. Any such appeal shall be made by filing it with the City Clerk and any such appeal shall be in writing and shall include the following:

1. The name and address of appellant.

2. The matter appealed.

3. A statement of the grounds of appeal.

4. If the appeal relates to the taxes due, then such appeal shall include the following:

(i) Payment of any tax due under this Chapter and whether such payment is done under protest.

(ii) Whether the whole tax is claimed to be void, or, if only a part, what part. Any other information reasonably required by the Tax Collector or by a form promulgated by the Tax Collector to allow a hearing officer to determine the appeal.

(b) Notice of Deficiency. If the City Clerk finds a notice of appeal to be deficient, the City Clerk shall deliver to the appellant or mail or cause to be mailed by certified mail addressed to the appellant at the address shown on the notice of appeal a notice of deficiency specifying the particulars in which the notice of appeal is deficient. If within seven (7) days after mailing of a notice of deficiency such deficiency is not corrected by the appellant by filing with the City Clerk a sufficient amendment to the notice of appeal, the notice of appeal shall be deemed to be withdrawn.

(c) Appeal Hearing and Hearing Officer's Decision.

1. The appeal hearing will be held by the hearing officer within sixty (60) days after the timely filing of an appeal pursuant to this section, unless the 60 day time limit is waived by the appellant, or unless the hearing officer continues the appeal hearing date for good cause and upon written notification to the appellant. Notice of the appeal hearing shall be provided

to the appellant at least 10 days before the date of the appeal hearing, unless waived by the appellant.

2. The hearing officer shall review the facts of the matter, written documents submitted for review (including, but not limited to, the appeal filed with the City Clerk), testimony, argument and evidence submitted in writing or orally, and the basis for the Tax Collector's decision; and determine whether and to what extent to grant or deny the appeal. Such determination by the hearing officer shall be written.

3. Formal rules of evidence shall not apply but the hearing officer shall base his or her decision on relevant, credible evidence of solid value that a reasonable mind could accept as adequate to support a conclusion.

4. The hearing officer's decision shall be final as to the City, but subject to judicial review pursuant to Code of Civil Procedure Section 1094.5.

(d) Notice of Decision. The independent hearing officer shall cause notice of his or her decision to be given to the appellant, which shall include the information required by Code of Civil Procedure Section 1094.6, subdivision (f). Such notice shall be given in the manner required by this section for a notice of deficiency. Any amount found to be due shall be immediately due and payable upon the service of notice.

63619 Exhaustion of Administrative Remedies.

Prior to seeking judicial relief on any matter arising under this Chapter, a taxpayer must fully exhaust all administrative remedies provided under this Chapter, including, but not limited to, the requirements of Section 63616 and Section 63618. Further, any litigation filed by such taxpayer shall be limited to the subject matter of the appeal filed pursuant to Section 63618.

63620 Refining Tax an Excise Tax.

The payment of any amount under this Chapter measured by volume is not a tax on title to or the value of any form of property, but is an excise tax on the privilege of engaging in the business of oil refining in the City. It is not a sales tax or a use tax, or other excise tax on the sale, consumption or use of feedstock or refined products.

63621 Notice.

Any notice to a taxpayer under this Chapter shall be sufficient if deposited with postage prepaid in the United States mail and addressed to the address provided on the taxpayer's most recent tax return unless a change of address notice has been received, in which case notice is sufficient if mailed to the most recent address of which the Tax Collector has been informed.

63622 Violations.

It is a violation of this Chapter, punishable as a misdemeanor, to knowingly or intentionally misrepresent to any officer or employee of the City any material fact, relative to any tax imposed under this Chapter. Notwithstanding the foregoing, any provision of this Chapter may be enforced by any action at law or equity or by any other remedy authorized by this Code or other applicable law. Notwithstanding the foregoing, the City Attorney may determine that the interests of justice are served by prosecuting a violation of this Chapter as an infraction.

63623 Suit for recovery of unpaid sums; tax owed a debt to the City.

Any tax, fee, penalty, or interest imposed pursuant to this Chapter shall be deemed a debt to the City and any person who engages in the business of conducting oil refining within the City without payment of the tax provided in this Chapter shall be liable in an action by and in the name of the City in any court of competent jurisdiction for recovery of any such sum.

63624 Remedies Cumulative.

The conviction and punishment of any person for failure to comply with this Chapter shall not relieve such person from paying any tax, fee, penalty, or interest due and unpaid at the time of such conviction, nor shall payment prevent prosecution of a violation of this Chapter. All remedies shall be cumulative, and the use of one (1) or more remedies by the City to enforce this Chapter shall not bar the use of any other remedy provided only that double recovery is not permitted.

63625 Annual Audit; Deposit in City's General Fund.

The proceeds resulting from the tax established by this Chapter shall be deposited into the City's General Fund and become subject to the same independent annual audit requirements as other General Fund revenues. In addition, the City shall cause an independent auditor to complete an audit report regarding the collection of this tax and the expenditure of the revenues collected, provided that such report may be combined with the City's independent annual audit requirements as described above. Such report shall be due on the same date as the City's independent annual audit of the City's General Fund and shall inform the public as follows: (i) attest to the inspection of records that establish compliance with this Chapter by the Tax Collector; (ii) state the total revenue generated by this Chapter during the period covered by the audit report; and (iii) affirm how the tax revenue generated under this Chapter is allocated, and if the Tax Collector cannot trace the funds beyond their allocation to the General Fund, a description of that fact by the Tax Collector shall suffice. In complying with this section, the Tax Collector shall not divulge any confidential business information of taxpayers. Noncompliance with this section by the City shall in no way affect the validity, applicability, or enforceability of this Chapter to any person liable for tax payment under this Chapter; noncompliance with this section shall not affect a person's liability or payment schedule under this Chapter.

63626 Operative Date.

This Chapter shall be operative on January 1, 2027, such that it shall not be imposed upon any person engaged in the business of conducting oil refining in the City of Carson prior to January 1, 2027, and no tax under this ordinance shall be due prior to January 1, 2027. The tax imposed by this Chapter shall continue until ended by voters.

63627 Construction.

It is the intent of the people of the City of Carson that the tax imposed by this Chapter be limited to the taxing power of the City and not to tax activity outside the tax jurisdiction of the City or to disfavor intercity or interstate commerce. It shall be construed in light of that intent.

63628 City Council Authority to Amend.

The City Council may amend this Chapter, to further its purposes and intent (including but not limited to amendment for more efficient administration as determined by the City Council), in any manner that does not constitute a tax increase as defined by Government Code section 53750, subdivision (h).

63629 Severability.

If any section, subsection, sentence, clause, phrase, or portion of this Chapter 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 remainder of the Chapter. The people of the City hereby declare that they would have adopted this Chapter and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one (1) or more sections, subsections, sentences, clauses, phrases, or portions be declared invalid or unconstitutional."

Section 3. CEQA. This Ordinance adopts a general tax to fund any lawful purpose of the City. As such, under CEQA Guidelines section 15378(b)(4), this Ordinance and the tax is not a project within the meaning of CEQA because it creates a government funding mechanism, which does not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment. Therefore, under CEQA Guidelines section 15060, review under CEQA is not required.

Section 4. Effective Date; Operative Date. If approved by a majority (50%+1) of the voters of the City of Carson voting at the November 3, 2026, General Municipal Election, then this Ordinance shall become a valid and binding ordinance of the City of Carson, and shall be considered as adopted upon the date that the vote is declared and by the City Council, and this Ordinance shall go into effect ten (10) days after that date, pursuant to Election Code Section 9217.

Section 5. Execution. The Mayor and Clerk of the City of Carson are hereby authorized and directed to attest to the adoption of the Ordinance by the voters of the City of Carson by signing where indicated below.

[SIGNATURES ON FOLLOWING PAGE]

I hereby certify that the foregoing Ordinance was PASSED, APPROVED and ADOPTED by a majority vote of the People of the City of Carson, California voting on the 3rd day of November, 2026.

Lula Davis-Holmes, Mayor

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

RESOLUTION NO. 26-087

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, SETTING PRIORITIES FOR FILING WRITTEN ARGUMENTS AND DIRECTING THE CITY ATTORNEY TO PREPARE AN IMPARTIAL ANALYSIS REGARDING A GENERAL TAX MEASURE ESTABLISHING A BUSINESS LICENSE TAX UPON THE BUSINESS OF CONDUCTING OIL REFINING IN THE CITY OF CARSON TO BE SUBMITTED TO THE VOTERS AT THE GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2026

WHEREAS, the City of Carson ("City") is a charter city organized under the Constitution and the laws of the State of California and the City's Charter;

WHEREAS, a General Municipal Election is to be held in the City of Carson, California, on Tuesday, November 3, 2026, at which there will be submitted to the voters a general tax measure establishing a business license tax upon the business of conducting oil refining in the City of Carson ("Oil Refinery Tax"); and

WHEREAS, whenever a municipal ballot measure is authorized, state law provides that the City Council may direct the City Attorney to prepare an impartial analysis and provide for the filing of written arguments for and against the measure to be filed with the City's Elections Official.

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

Section 1. The recitals set forth above are true and correct and are incorporated herein by this reference.

Section 2. Pursuant to California Elections Code section 9282, the City Council, or any member or members of the City Council authorized by the City Council, or any individual voter who is eligible to vote on the Oil Refinery Tax, or bona fide association of citizens, or any combination of voters and associations, may file a written argument for or against the Oil Refinery Tax.

Section 3. In the event that more than one argument for, or more than one argument against, the Oil Refinery Tax is timely submitted to the City's designated Elections Official, the City's designated Elections Official shall select one argument in favor and one argument against the Oil Refinery Tax to be printed and distributed to the voters. In selecting the arguments, the City's designated Elections Official shall give preference and priority in the order named, to the arguments of the following: (1) to the City Council, or member or members of the City Council authorized by the City Council; (2) to the individual voter, or bona fide association of citizens, or combination of voters and associations, who are the bona fide sponsors or proponents of the Oil Refinery Tax; (3) to bona fide associations of citizens; and (4) to individual voters who are eligible to vote on the Oil Refinery Tax, in accordance with California Elections Code section 9287(a).

Section 4. In accordance with the requirements of Division 9, Chapter 3, Article 4 of the California Elections Code, all written arguments for or against the Oil Refinery Tax: (1) shall not exceed three hundred (300) words in length; (2) shall be filed with the City's designated Elections Official; (3) shall be accompanied by the printed name(s) and signature(s) of the person(s) submitting it, or if submitted on behalf of an organization, the name of the organization, and the printed name and signature of at least one of the principal officers who is the author of the argument; and (4) shall be accompanied by the completed and signed Form of Statement to be Filed by Author(s) of Argument as provided for in California Elections Code section 9600. All written arguments may be changed or withdrawn until and including the date fixed by the City's designated Elections Official, after which time no arguments for or against the Oil Refinery Tax may be submitted to the Elections Official.

Section 5. The City Council hereby directs the City's designated Elections Official to transmit a copy of the Oil Refinery Tax to the City Attorney. In accordance with California Elections Code § 9280, the City Attorney is hereby directed to prepare an impartial analysis of the Oil Refinery Tax, not to exceed five hundred (500) words in length, showing the effect of the Oil Refinery Tax on the existing law and the operation of the Oil Refinery Tax. The analysis shall include a statement indicating that the Oil Refinery Tax was placed on the ballot by the City Council. If the entire text of the Oil Refinery Tax is not printed on the ballot, nor in the voter information guide, there shall be printed immediately below the impartial analysis, in no less than 10-point bold type, a legend substantially as follows: "The above statement is an impartial analysis of Ordinance or Measure ____. If you desire a copy of the ordinance or measure, please call the elections official's office at (310-952-1720) and a copy will be mailed at no cost to you." The impartial analysis shall be filed by the date set by the City's designated Elections Official for the filing of primary arguments.

Section 6. The City's designated Elections Official shall cause the City Attorney's impartial analysis, and duly selected arguments, to be printed and distributed to voters in accordance with applicable law.

Section 7. The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions. This Resolution shall be effective immediately upon passage and adoption.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

PASSED, APPROVED AND ADOPTED by the City Council of the City of Carson, California, at a regular meeting held on the 4th day of August, 2026.

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:

_____
Sunny K. Soltani, City Attorney

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. 26-087, was adopted by the Carson City Council at its meeting held on the 4th day of August, 2026, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

RESOLUTION NO. 26-088

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, PROVIDING FOR THE FILING OF REBUTTAL ARGUMENTS REGARDING A GENERAL TAX MEASURE ESTABLISHING A BUSINESS LICENSE TAX UPON THE BUSINESS OF CONDUCTING OIL REFINING IN THE CITY OF CARSON TO BE SUBMITTED AT THE GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 3, 2026

WHEREAS, a General Municipal Election is to be held in the City of Carson, California ("City"), on November 3, 2026, at which there will be submitted to the voters a general tax measure establishing a business license tax upon the business of conducting oil refining in the City of Carson ("Oil Refinery Tax"); and

WHEREAS, California Elections Code section 9285 authorizes the City Council, by majority vote, to adopt provisions to provide for the filing of rebuttal arguments regarding City measures submitted at a municipal election.

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

Section 1. The recitals set forth above are incorporated herein by this reference.

Section 2. Pursuant to Elections Code section 9285, when the City's designated elections official has selected the arguments for and against the Oil Refinery Tax submitted at the General Municipal Election to be held on November 3, 2026, which will be printed and distributed to the voters, the City's designated elections official shall send copies of the argument in favor of the Oil Refinery Tax to the authors of the argument against the Oil Refinery Tax, and copies of the argument against the Oil Refinery Tax to the authors of the argument in favor of the Oil Refinery Tax. The author or a majority of the authors of an argument relating to the Oil Refinery Tax may prepare and submit a rebuttal argument, or may authorize in writing another person or persons to prepare, submit, or sign the rebuttal argument, not to exceed two hundred fifty (250) words in length. A rebuttal argument may not be signed by more than five (5) persons. The rebuttal arguments shall be filed with the City's designated elections official not more than ten (10) days after the final date for filing primary arguments. The rebuttal arguments shall be accompanied by the completed and signed Form of Statement to be Filed by Author(s) of Argument as provided for in California Elections Code section 9600. Rebuttal arguments shall be printed in the same manner as the direct arguments. Each rebuttal argument shall immediately follow the direct argument that it seeks to rebut.

Section 3. All previous resolutions providing for the filing of rebuttal arguments for City measures are repealed to the extent they are inconsistent with this Resolution and only as applied to City measures submitted at the General Municipal Election to be held on November 3, 2026.

Section 4. The provisions of Section 2 of this Resolution shall apply only to the

General Municipal Election to be held on November 3, 2026, and shall then be repealed.

Section 5. The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions. This Resolution shall be effective immediately upon passage and adoption.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

PASSED, APPROVED AND ADOPTED by the City Council of the City of Carson, California, at a regular meeting held on the 4th day of August, 2026.

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:

_____
Sunny K. Soltani, City Attorney

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. 26-088, was adopted by the Carson City Council at its meeting held on the 4th day of August, 2026, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

BRI Consulting Group, Inc.
1616 S. Voss Road, Suite 845
Houston, Texas 77057
Phone: (713) 575-5100

July 13, 2026

Mr. David C. Roberts, Jr.
City Manager
City of Carson
701 E. Carson Street
Carson, CA 90745

Re: Independent Economic and Accounting Analysis
of the Proposed City of Carson Per-Barrel Refinery Tax

Dear Mr. Roberts:

At the City's request, BRI Consulting Group, Inc. ("BRI") reviewed the Toll Manufacturing Agreement between Marathon Petroleum Company LP ("Marathon") and Tesoro Refining & Marketing Company LLC ("Tesoro"), together with related financial information, for the purpose of evaluating the economic structure of the parties' relationship and its relevance to the proposed City of Carson per-barrel refinery tax.

Our engagement was limited to the accounting, financial, and economic implications of the Agreement. We were not engaged to render a legal opinion regarding the constitutionality, enforceability, or ultimate economic burden of any proposed ordinance.

Executive Summary

BRI Consulting Group, Inc. ("BRI") was engaged to review the accounting, contractual, and financial information available regarding the relationship between Marathon Petroleum Company LP ("Marathon") and Tesoro Refining & Marketing Company LLC ("Tesoro") and to express an independent professional opinion regarding whether the available accounting, contractual, and financial evidence indicates that a proposed City of Carson per-barrel refinery tax, within the range of $0.25 to $1.00 per barrel, would be expected to operate in a confiscatory manner as applied to Tesoro.

Our review included the Toll Manufacturing Agreement, the First Amendment thereto, Attachment 1 identifying estimated refinery operating costs, Marathon Petroleum Corporation's publicly available 2025 Annual Report, and other financial information made available during our engagement

The documents reviewed indicate that Tesoro operates under a contractual cost-recovery arrangement that differs fundamentally from the business model of a traditional merchant refinery. Marathon retains ownership of the crude oil, intermediate inventory, and refined petroleum products, while Tesoro provides refining services under a negotiated Manufacturing Fee designed to recover refinery operating costs and maintain an arm's-length commercial relationship.

The Agreement and First Amendment also include a separate capital recovery and return mechanism. This agreement-based structure indicates that the parties contemplated both recovery of refinery-related costs and a commercially reasonable economic return within the tolling arrangement.

Based upon the information reviewed, we have not identified accounting, contractual, or financial evidence demonstrating that a proposed per-barrel refinery tax within the range evaluated would necessarily deprive Tesoro of the opportunity to recover refinery operating costs or earn an arm's-length manufacturing return.

In our opinion, the proposed tax should be evaluated within the context of the Toll Manufacturing Agreement's cost-recovery framework rather than solely by reference to the amount of the tax. While the ultimate determination of whether any tax is confiscatory remains a legal question, the evidence reviewed is consistent with the conclusion that the proposed ordinance would not, in and of itself, be expected to operate in a confiscatory manner as applied to Tesoro.

Assignment

BRI Consulting Group, Inc. ("BRI") was engaged to evaluate available agreements and public financial information regarding the relationship between Marathon Petroleum Company LP ("Marathon") and Tesoro Refining & Marketing Company LLC ("Tesoro") and to express an independent professional opinion regarding whether the available accounting, contractual, and financial evidence indicates that a proposed City of Carson per-barrel refinery tax, within the range of $0.25 to $1.00 per barrel, would be expected to operate in a confiscatory manner as applied to Tesoro.
Documents reviewed included:

- Toll Manufacturing Agreement
- First Amendment to the Toll Manufacturing Agreement
- Tolling Agreement - Attachment 1 (Estimated Refinery Operating Costs)
- Marathon Petroleum Corporation's audited 2025 Annual Report
- Other publicly available financial information

Our opinion is limited to the information reviewed. We do not express a legal opinion regarding the constitutionality or enforceability of any proposed ordinance.

Economic Structure of the Toll Manufacturing Agreement

The Agreement reflects a contractual relationship that differs materially from that of a traditional merchant refinery.

Specifically:

- Marathon owns the crude oil delivered to the refinery.
- Marathon retains ownership of intermediate inventory and refined petroleum products.
- Tesoro provides refining services under a negotiated Manufacturing Fee.
- The Manufacturing Fee is periodically reviewed to maintain a reasonable commercial return.
- The First Amendment provides a separate mechanism for recovery of capital and returns thereon, indicating that the compensation framework contemplates both recovery of refinery-related costs and an arm's-length economic return.

Attachment 1 to the Toll Manufacturing Agreement sets forth estimated annual refinery operating costs exceeding **$1.3 billion**, including labor, maintenance, utilities, chemicals, engineering, environmental compliance, general and administrative expenses, and taxes. These cost categories are consistent with a comprehensive cost-recovery methodology when establishing Tesoro's compensation.

Conclusion

The Agreement reflects a cost-recovery compensation framework under which Tesoro functions as a contract manufacturer rather than a traditional merchant refiner.

Financial Context

Marathon Petroleum Corporation's publicly available audited 2025 Annual Report reports the following figures for Marathon's company-wide Refining & Marketing segment:

Measure	Amount
Refining & Marketing Revenue	$124.3 billion
Refining & Marketing Adjusted EBITDA	$6.1 billion
Average Refinery Throughput	2.99 million barrels per day

These figures are not specific to Tesoro, the Los Angeles Refinery, the Carson portion of the refinery, or the Toll Manufacturing Agreement. They are included only to provide public financial context for Marathon's broader Refining & Marketing operations.

Assuming a maximum estimated annual Carson refinery tax of approximately **$100 million**, the proposed tax represents approximately:

Comparison	Percentage
Marathon Refining & Marketing segment revenue	0.08%
Marathon Refining & Marketing segment adjusted EBITDA	1.6%

These public segment-level figures do not establish Tesoro's individual profitability, Carson refinery profitability, refinery-level net income, or the entity that would ultimately bear the legal or economic burden of the proposed tax. They also do not demonstrate that Marathon is contractually obligated to reimburse every future operating cost. They are included solely to provide objective public financial context regarding the scale of Marathon's broader Refining and Marketing enterprise

Conclusion

The proposed tax is economically modest when viewed in relation to the financial scale of Marathon's refining operations.

Economic Analysis

The accounting evidence indicates that the principal issue is **not** whether the proposed ordinance increases Tesoro's operating costs.

The principal issue is whether the Toll Manufacturing Agreement provides a commercially reasonable mechanism through which material increases in refinery operating costs may be reflected in Tesoro's compensation.

Although the Agreement does not expressly require reimbursement of every future municipal tax, it establishes a negotiated cost-recovery framework under which refinery operating costs form part of the parties' compensation methodology and the Manufacturing Fee is periodically reviewed to maintain an arm's-length commercial relationship.

Conclusion

From an accounting and economic perspective, the Agreement provides a commercially reasonable framework through which material changes in refinery operating costs may be addressed.

Professional Opinion

Based upon our review of the Toll Manufacturing Agreement, its related schedules, and Marathon Petroleum Corporation's audited financial statements, it is our professional opinion that Tesoro's economic position differs materially from that of a traditional merchant refiner.

The Agreement establishes a contract manufacturing relationship under which Marathon retains ownership of the crude oil and refined petroleum products while compensating Tesoro through a negotiated Manufacturing Fee that incorporates refinery operating costs and is subject to periodic review.

When considered together with Marathon's audited financial information, the evidence indicates that the proposed per-barrel refinery tax should be evaluated within the context of the Agreement's cost-recovery framework rather than solely with reference to the amount of the proposed tax.

Based upon the information reviewed, we have not identified accounting, contractual, or financial evidence demonstrating that a proposed per-barrel refinery tax within the range evaluated would necessarily deprive Tesoro of the opportunity to recover refinery operating costs or earn a reasonable commercial return.

Nothing in this opinion should be interpreted as concluding that Tesoro will necessarily recover every incremental operating cost or that every future municipal tax would automatically be incorporated into the Manufacturing Fee. Rather, our opinion is limited to whether the contractual framework provides a commercially reasonable mechanism through which such costs may be addressed.

Accordingly, while the ultimate determination of whether any proposed tax is confiscatory remains a legal question reserved to the courts, our review of the accounting, contractual, and financial evidence does not provide economic or financial support for the conclusion that the proposed ordinance would operate in a confiscatory manner as applied to Tesoro.

Respectfully submitted,

BRI CONSULTING GROUP, INC.

Keith R. McCarthy

Keith R. McCarthy, CPA
President

CITY OF CARSON

701 East Carson Street

Report to Honorable Mayor and City Council

Tuesday, August 4, 2026, 5:00 PM

DISCUSSION 24.

To: Honorable Mayor and City Council

From: Michael George, Government Affairs Officer CMO Administration

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

I. SUMMARY

The City Council is being asked to consider three resolutions to submit a proposed Charter amendment measure to the City's voters at the General Municipal Election to be held on Tuesday, November 3, 2026. The proposed measure would amend the charter including amending Sections 301, 319, and 907, and add Section 320, as set forth in Exhibit "A" to Resolution No. 26-092 submitting the measure to the voters and requesting consolidation with the statewide general election.

The resolutions before the City Council would order submission of the proposed Charter Amendment Measure to the voters, request consolidation with the election conducted by Los Angeles County on the same date, set procedures for written arguments and impartial analysis, and provide for rebuttal arguments.

If adopted, the proposed Charter Amendment Measure will include amendment of Sections 301, 319, and 907 of, and addition of Section 320 to, the City's Charter. The Charter Amendment Measure would propose amendments that will: (1) require campaign contribution transparency; (2) make City Charter consistent with State law on referring ballot measures for voter approval; (3) update term limits to increase voter options; and (4) clarify/clean up inconsistent/outdated language. The full text of the proposed amendments is attached as Exhibit "A" of Resolution No. 26-092 ordering submission of the measure.

II. RECOMMENDATION

TAKE the following actions:

1. WAIVE further reading and ADOPT Resolution No. 26-092 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, CALLING FOR THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2026 FOR THE PURPOSE OF SUBMITTING TO THE QUALIFIED VOTERS OF THE CITY A CHARTER AMENDMENT MEASURE INCLUDING AMENDMENT OF SECTIONS 301, 319, AND 907 OF, AND ADDITION OF NEW SECTION 320 TO THE CITY CHARTER, REQUESTING CONSOLIDATION WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THE SAME DATE, AND REQUESTING THAT THE LOS ANGELES COUNTY REGISTRAR-RECORDER/COUNTY CLERK CONDUCT ALL NECESSARY ELECTION SERVICES."
2. WAIVE further reading and ADOPT Resolution No. 26-093 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, SETTING PRIORITIES FOR FILING WRITTEN

ARGUMENTS AND DIRECTING THE CITY ATTORNEY TO PREPARE AN IMPARTIAL ANALYSIS REGARDING A PROPOSED CHARTER AMENDMENT MEASURE TO BE SUBMITTED TO THE VOTERS AT THE GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2026."

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

III. ALTERNATIVES

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

IV. BACKGROUND

The City of Carson is a charter city organized under the California Constitution and laws of the State of California and the City's Charter.

California Constitution article XI, Section 3, Government Code Section 34458, and Elections Code Section 9255 authorize the City Council to propose amendments to the City Charter and submit them to the voters. Elections Code Section 9255 requires a City Council-proposed charter amendment to be submitted at an established statewide general election, provided there are at least 88 days before the election. A statewide general election will be held on Tuesday, November 3, 2026.

If adopted, the proposed Charter Amendment Measure will amend the charter including Sections 301, 319, and 907, and add Section 320. The Charter Amendment Measure would propose amendments that will: (1) require campaign contribution transparency; (2) make City Charter consistent with State law on referring ballot measures for voter approval; (3) update term limits to increase voter options; and (4) clarify/clean up inconsistent/outdated language. The full text of the proposed amendments is attached as Exhibit "A" of Resolution No. 26-092 ordering submission of the measure.

If approved by a majority of the voters voting on the measure, the Charter amendment would be deemed ratified, but would not take effect until accepted and filed by the California Secretary of State pursuant to Government Code Sections 34459 and 34460.

The proposed action consists of three related resolutions:

- The first resolution calls the November 3, 2026 General Municipal Election and submits the Charter Amendment Measure to the City's qualified voters. The resolution attaches the full text of the proposed amendments as Exhibit "A," states the applicable majority-vote approval requirement, and provides that any approved Charter amendment will be filed with the California Secretary of State as required by State law. The resolution also requests that the Los Angeles County Board of Supervisors consolidate the City's election with the statewide general election to be held on the same date and authorize the Los Angeles County Registrar-Recorder/County Clerk to conduct the necessary election services, including preparation and distribution of election materials, use of a consolidated ballot, canvass of the returns, and related election administration. The resolution further provides that the City will reimburse Los Angeles County for costs incurred by reason of the consolidation.
- The second resolution authorizes written arguments for and against the Charter Amendment Measure pursuant to Elections Code Section 9282 and directs the City Attorney to prepare an impartial analysis pursuant to Elections Code Section 9280. Written arguments may not exceed 300 words, and the impartial analysis may not exceed 500 words.
- The third resolution authorizes rebuttal arguments pursuant to Elections Code Section 9285. Rebuttal arguments may not exceed 250 words, may not be signed by more than five persons, and must be filed within the time required by the City Clerk/City's designated elections official.

V. FISCAL IMPACT

There is no direct fiscal impact associated with the City Council's consideration of the proposed Charter Amendment Measure itself. If the City Council adopts the measure-submission and consolidation resolution, the City will be responsible for its share of Los Angeles County's costs to consolidate and conduct the election and provide related election services. The final amount will depend on the County's election-cost allocation and billing.

VI. EXHIBITS

1. Resolution No. 26-092
2. Resolution No. 26-093
3. Resolution No. 26-094

Attachments

1. Resolution No. 26-092
2. Resolution No. 26-093
3. Resolution No. 26-094

RESOLUTION NO. 26-092

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, CALLING FOR THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2026 FOR THE PURPOSE OF SUBMITTING TO THE QUALIFIED VOTERS OF THE CITY A CHARTER AMENDMENT MEASURE INCLUDING AMENDMENT OF SECTIONS 301, 319, AND 907 OF, AND ADDITION OF NEW SECTION 320 TO THE CITY CHARTER, REQUESTING CONSOLIDATION WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THE SAME DATE, AND REQUESTING THAT THE LOS ANGELES COUNTY REGISTRAR-RECORDER/COUNTY CLERK CONDUCT ALL NECESSARY ELECTION SERVICES

WHEREAS, the City of Carson ("City") is a charter city organized under the Constitution and laws of the State of California and the City's Charter, with a governance structure established through the City Charter, and amendments to the City Charter require voter consideration and approval; and

WHEREAS, pursuant to California Constitution Article XI, section 3, Government Code section 34458, and Elections Code section 9255, the City Council may propose amendments to the City Charter and submit the proposed Charter amendment to the voters at an established statewide general election; and

WHEREAS, an established Statewide General Election will be held on Tuesday, November 3, 2026; and

WHEREAS, trust in government and in elected leaders is supported by transparency and access to information by the voters whenever possible; and

WHEREAS, the City of Carson desires to enhance local government transparency and campaign accountability by requiring the Mayor and all City Council members to comply with California state campaign contribution disclosure laws, and providing that local reporting rules and dollar thresholds are never less stringent than those mandated by the state; and

WHEREAS, the City Council seeks to submit proposed amendments concerning local election laws for voter consideration by updating the City Charter to specify that the number of terms on the City Council is to be determined by voters at their discretion each election cycle, while preserving the current four-year term structure; and

WHEREAS, the City Council recognizes the importance of local voter participation in matters concerning the City's governance structure; and

WHEREAS, the proposed Charter amendments would modernize and clarify municipal voting operations by defining guidelines for both district-based and at-large elections, including representation requirements for Council members and the citywide election of the Mayor, while retaining the City Council authority to expand council representation if Carson's population exceeds

100,000 residents; and

WHEREAS, the City Council desires to align local governance processes with state law, by clarifying that any proposed special tax for specific purposes may be referred to the voters with a majority vote of the City Council, and must then be approved by a two-thirds majority vote of the electorate; and

WHEREAS, the City Council intends to update, clarify, and modernize the City's contracting procedures by allowing the City Council to authorize the City Manager to approve contracts on any subject matter, provided such approvals comply with applicable federal, state, and local laws and such contracts remain transparently reviewable by the public; and

WHEREAS, the City Council seeks to clarify procedures applicable to municipal real property sales, transfers, or conveyance in fee transactions by requiring City Council approval while eliminating Planning Commission requirements; and

WHEREAS, the proposed amendments retain additional approval requirements for certain high-value public assets by requiring that any city-owned real property valued at more than $2,500,000 cannot be sold, transferred, or conveyed without a two-thirds affirmative vote of the City Council via ordinance or resolution; and

WHEREAS, the City Council finds that these proposed changes collectively serve to clarify, modernize, and clean up inconsistent or outdated language within the City Charter, thereby supporting efficient government operations, accountability, and oversight; and

WHEREAS, the City Council desires to submit a proposed Charter amendment measure including for amendment of City Charter Sections 301, 319, and 907, and addition of new Section 320, as set forth in Exhibit "A" to this Resolution, to the qualified voters of the City of Carson at the General Municipal Election to be held on November 3, 2026 (the "Charter Amendment Measure"), and to request that the Los Angeles County Board of Supervisors consolidate the Charter Amendment Measure with the statewide general election to be held on the same date and authorize the Los Angeles County Registrar-Recorder/County Clerk to conduct all necessary election services.

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

Section 1. That the City Council of the City of Carson, pursuant to its right and authority, hereby orders submitted to the voters at the General Municipal Election to be held on Tuesday, November 3, 2026, the following question:

Carson City Government Accountability, Charter Reform, No Tax Increase Measure. Shall the Carson City Charter be updated including: • Requiring campaign contribution transparency; • Making City Charter consistent with State law on referring ballot measures for voter approval;	YES
	NO

• Updating term limits to increase voter options; • Clarifying/cleaning up inconsistent/outdated language?	

Section 2. That the text of the proposed Charter Amendment Measure that is to be submitted to the voters is attached as Exhibit "A" to this Resolution and incorporated herein by this reference as if set forth in full. The City's designated elections official is hereby authorized and directed to make any non-substantive, clerical, formatting, or conforming changes to this Resolution, the ballot question, and related election materials as may be required by the Los Angeles County Registrar-Recorder/County Clerk or by applicable law, provided that such changes do not materially alter the Charter Amendment Measure approved by the City Council for submission to the voters**.**

Section 3. That the vote requirement for the Charter Amendment Measure to pass is a majority (50% +1) of the voters voting on the measure. If approved by a majority of the voters voting on the measure, the charter amendment shall be deemed ratified, but shall not take effect until accepted and filed by the California Secretary of State pursuant to Government Code Sections 34459 and 34460.

Section 4. That the City Clerk/City's designated elections official is authorized, instructed and directed to coordinate with the County of Los Angeles Registrar-Recorder/County Clerk to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

Section 5. That the ballots to be used at the election shall be in form and content as required by law, and that the election shall be held and conducted in the manner prescribed by law.

Section 6. Pursuant to California Elections Code Section 10242, the polls for the General Municipal Election shall open at seven o'clock a.m. on the day of the election, and shall remain open continuously from that time until eight o'clock p.m. of the same day when the polls shall be closed, except as otherwise provided in California Election Code Section 14401.

Section 7. That in all particulars not recited in this Resolution, the General Municipal Election shall be held and conducted in accordance with the provisions of law regulating municipal and statewide elections.

Section 8. That notice of the time and place of holding the General Municipal Election is hereby given and the City Clerk/City's designated elections official is authorized, instructed and directed to give further or additional notice of the election, in the time, form and manner required by law.

Section 9. That pursuant to Sections 10402 and 10403 of the Elections Code, the Los Angeles County Board of Supervisors is hereby requested to consent and agree to the consolidation of the submission of the Charter Amendment Measure at the General Municipal Election with the election conducted by Los Angeles County to be held on Tuesday, November 3, 2026.

Section 10. The City Council acknowledges that the consolidated election will be held

and conducted in the manner prescribed in Elections Code Section 10418.

Section 11. That the Los Angeles County Registrar-Recorder/County Clerk is authorized to canvass the returns of the General Municipal Election. The election shall be held in all respects as if there were only one election, and only one form of ballot shall be used.

Section 12. That the Los Angeles County Board of Supervisors is requested to issue instructions to the Los Angeles County Registrar-Recorder/County Clerk to take any and all necessary steps for the holding of this consolidated election.

Section 13. That the City of Carson recognizes that additional costs will be incurred by Los Angeles County by reason of this consolidation and agrees to reimburse Los Angeles County for any costs upon presentation of a properly submitted bill.

Section 14. That the designated elections official is hereby directed to file a certified copy of this resolution with the Los Angeles County Board of Supervisors and the Los Angeles County Registrar-Recorder/County Clerk.

Section 15. If the Charter Amendment Measure is approved by a majority of the voters voting on the measure, the City Clerk is authorized and directed to certify, authenticate, record, and file the approved Charter amendment as required by Government Code Sections 34459 and 34460.

Section 16. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions. This Resolution shall be effective immediately upon passage and adoption.

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PASSED, APPROVED AND ADOPTED by the City Council of the City of Carson, California, at a regular meeting held on the 4th day of August, 2026.

Lula Davis-Holmes, Mayor

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:

Sunny K. Soltani, City Attorney

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. 26-092, was adopted by the Carson City Council at its meeting held on the 4th day of August, 2026, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

EXHIBIT A

CHARTER AMENDMENTS

CHARTER SECTIONS TO BE AMENDED (ADDITIONS SHOWN IN *BOLD ITALICS* AND DELETIONS IN ~~STRIKETHOUGH~~):

SECTION 301. Elective Officers; Indemnification.

The elective officers of the City shall consist of four city council members, one directly elected mayor, a city clerk, and a city treasurer***, either through at large or district elections, as determined by the city council***. ***For any district elections, t***he members of the city council ~~and the mayor~~ shall be elected by the voters from ***their respective districts*** ~~the City at large~~ ***and the mayor shall be elected by a citywide vote*** at the time and in the manner provided in this Charter. ***For any at large elections, city council members and the mayor will be elected by a citywide vote.*** In the event that the population of the City exceeds one hundred thousand (100,000) residents, by resolution of the city council, the City may increase the elective officers of the City to six city council members, one directly elected mayor, a city clerk, and a city treasurer.

There shall be no term limits for ~~All~~ elective officers ~~shall serve for a term of four years and until their respective successors are elected and qualified. The elective officers in office at the time this Charter takes effect shall continue in office until the termination of their current terms and succeeding terms shall be likewise for four (4) years. The term of each elective officer shall commence no later than five days from the certification of the election results by the city council~~. Ties in voting among candidates for officer shall be settled by lot.

Elective officers and employees shall have the same indemnification rights as specified under California State law only.

SECTION 319. Contracts; Property.

B. City Manager Authority to Contract. By ordinance or resolution the city council may authorize the city manager ***to approve any contract for any subject matter so long as such approval complies with applicable law. By ordinance or resolution the city council may also authorize the city manager*** to bind the City, with a written contract, including by purchase order, for the acquisition of equipment, materials, supplies, labor, services or other items included within the budget approved by the city council, and shall by ordinance impose a monetary limit upon such authority as authorized by this Charter.

D. Sale of Real Property. No real property of City ***may*** ~~shall~~ be sold, transferred or conveyed **in fee** without ~~a finding by the planning commission and~~ city council **approval by resolution** ~~as to the consistency of the sale with the general plan~~. Moreover, real property valued at more than two million five hundred thousand dollars ($2,500,000), may not be sold, transferred or conveyed except when approved by ordinance or resolution passed by a two-thirds affirmative vote of the city council.

E. Acquisition of Real Property. Any real property which is sold, dedicated, or transferred to City ***in fee*** must be accepted by resolution of the city council.

SECTION 907. Limitation on Tax Authority.

(2) Special Tax. The city council shall not impose, extend, or increase any special tax for specific purposes unless and until that tax is submitted to the electorate ***after a*** ~~by a two-thirds affirmative~~ vote of the city council ***consistent with state law*** and approved by a two-thirds vote of the voters. A special tax shall not be deemed to have been increased if it is imposed at a rate not higher than the maximum rate so approved.

CHARTER SECTION TO BE ADDED:

SECTION 320. Reporting of Campaign Donations.

Each City councilmember and mayor must comply with state disclosure laws for campaign donations. The City's local donation disclosure rules shall not be less stringent than those of the state; City may not increase the minimum donation reporting threshold to be higher than the dollar threshold required under state law.

CHARTER LANGUAGE TO BE REMOVED:

The City shall remove all references to a fixed year date contained in the provisions of the charter and Section 907(4) shall be deleted in its entirety.

RESOLUTION 26-093

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, SETTING PRIORITIES FOR FILING WRITTEN ARGUMENTS AND DIRECTING THE CITY ATTORNEY TO PREPARE AN IMPARTIAL ANALYSIS REGARDING A PROPOSED CHARTER AMENDMENT MEASURE TO BE SUBMITTED TO THE VOTERS AT THE GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2026

WHEREAS, the City of Carson ("City") is a charter city organized under the Constitution and laws of the State of California and the City's Charter; and

WHEREAS, a General Municipal Election is to be held in the City of Carson, California, on Tuesday, November 3, 2026, at which there will be submitted to the voters a measure proposing amendments to the City's Charter ("Charter Amendment Measure").

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

Section 1. Pursuant to California Elections Code Section 9282, the City Council, or any member or members of the City Council authorized by the City Council, or any individual voter who is eligible to vote on the Charter Amendment Measure, or bona fide association of citizens, or any combination of voters and associations, are authorized to file a written argument for or against the Charter Amendment Measure.

Section 2. In the event that more than one argument for, or more than one argument against, the Charter Amendment Measure is timely submitted to the City Clerk/Elections Official, the City Clerk/Elections Official shall select one argument in favor and one argument against the measure to be printed and distributed to the voters. In selecting the arguments, the City Clerk/Elections Official shall give preference and priority in the order named, to the arguments of the following: (1) to the City Council, or member or members of the City Council authorized by the City Council; (2) to the individual voter, or bona fide association of citizens, or combination of voters and associations, who are the bona fide sponsors or proponents of the measure; (3) to bona fide associations of citizens; and (4) to individual voters who are eligible to vote on the measure, in accordance with California Elections Code Section 9287(a).

Section 3. In accordance with the requirements of Division 9, Chapter 3, Article 4 of the California Elections Code, all written arguments for or against the Charter Amendment Measure: (1) shall not exceed three hundred (300) words in length; (2) shall be filed with the City's designated elections official; (3) shall be accompanied by the printed name(s) and signature(s) of the person(s) submitting it, or if submitted on behalf of an organization, the name of the organization, and the printed name and signature of at least one of the principal officers who is the author of the argument; and (4) shall be accompanied by the Form of Statement to be Filed by Author(s) of Argument as provided for in California Elections Code Section 9600. All written arguments may be changed or withdrawn until and including the date fixed by the City's

designated elections official, after which time no arguments for or against the Charter Amendment Measure may be submitted to the elections official.

Section 4. The City Council hereby directs the City's designated elections official to transmit a copy of the Charter Amendment Measure to the City Attorney. In accordance with California Elections Code § 9280, the City Attorney is hereby directed to prepare an impartial analysis of the Charter Amendment Measure, not to exceed five hundred (500) words in length, showing the effect of the measure on the existing law and the operation of the measure. The analysis shall include a statement indicating that the Charter Amendment Measure was placed on the ballot by the City Council. In the event the entire text of the Charter Amendment Measure is not printed on the ballot, nor in the voter information guide, there shall be printed immediately below the impartial analysis, in no less than 10-point bold type, a legend substantially as follows: "The above statement is an impartial analysis of Measure. If you desire a copy of the measure, please call the elections official's office at (310-952-1720) and a copy will be mailed at no cost to you." The impartial analysis shall be filed by the date set by the City's designated elections official for the filing of primary arguments.

Section 5. The City's designated elections official shall cause the City Attorney's impartial analysis, and duly selected arguments, to be printed and distributed to voters in accordance with applicable law.

Section 6. The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions. This Resolution shall be effective immediately upon passage and adoption.

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PASSED, APPROVED AND ADOPTED by the City Council of the City of Carson, California, at a regular meeting held on the 4th day of August, 2026.

Lula Davis-Holmes, Mayor

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:

Sunny K. Soltani, City Attorney

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. 26-093, was adopted by the Carson City Council at its meeting held on the 4th day of August, 2026, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

RESOLUTION NO. 26-094

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, PROVIDING FOR THE FILING OF REBUTTAL ARGUMENTS REGARDING THE CHARTER AMENDMENT MEASURE TO BE SUBMITTED AT THE GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 3, 2026

WHEREAS, the City of Carson ("City") is a charter city organized under the Constitution and laws of the State of California and the City's Charter; and

WHEREAS, a General Municipal Election is to be held in the City of Carson, California, on November 3, 2026, at which there will be submitted to the voters a measure, which proposes charter amendments including amendments to Sections 301, 319, and 907 of, and adding Section 320 to, the City Charter ("Charter Amendment Measure"); and

WHEREAS, California Elections Code Section 9285 authorizes the City Council, by majority vote, to adopt provisions to provide for the filing of rebuttal arguments regarding City measures submitted at a municipal election.

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

Section 1. The recitals set forth above are incorporated herein by this reference.

Section 2. Pursuant to Elections Code Section 9285, when the City's designated elections official has selected the arguments for and against the Charter Amendment Measure submitted at the General Municipal Election to be held on November 3, 2026, which will be printed and distributed to the voters, the City's designated elections official shall send copies of the argument in favor of the Charter Amendment Measure to the authors of the argument against the Charter Amendment Measure, and copies of the argument against the measure to the authors of the argument in favor of the measure. The author or a majority of the authors of an argument relating to the Charter Amendment Measure may prepare and submit a rebuttal argument, or may authorize in writing another person or persons to prepare, submit, or sign the rebuttal argument, not to exceed two hundred fifty (250) words in length. A rebuttal argument may not be signed by more than five (5) persons. The rebuttal arguments shall be filed with the City Clerk/City's designated elections official not more than ten (10) days after the final date for filing primary arguments. The rebuttal arguments shall be accompanied by the Form of Statement to be Filed by Author(s) of Argument as provided for in California Elections Code Section 9600. Rebuttal arguments shall be printed in the same manner as the direct arguments. Each rebuttal argument shall immediately follow the direct argument which it seeks to rebut.

Section 3. All previous resolutions providing for the filing of rebuttal arguments for City measures are repealed to the extent they are inconsistent with this Resolution and only as applied to City measures submitted at the General Municipal Election to be held on November 3, 2026.

Section 4. The provisions of Section 2 of this Resolution shall apply only to the General Municipal Election to be held on November 3, 2026, and shall then be repealed.

Section 5. The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions. This Resolution shall be effective immediately upon passage and adoption.

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PASSED, APPROVED AND ADOPTED by the City Council of the City of Carson, California, at a regular meeting held on the 4th day of August, 2026.

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:

_____
Sunny K. Soltani, City Attorney

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. 26-094, was adopted by the Carson City Council at its meeting held on the 4th day of August, 2026, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

CITY OF CARSON

701 East Carson Street

Report to Honorable Mayor and City Council

Tuesday, August 4, 2026, 5:00 PM

DISCUSSION 25.

To: Honorable Mayor and City Council

From: Michael George, Government Affairs Officer CMO Administration

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

I. SUMMARY

The City Council is being asked to consider three resolutions related to submitting a non-binding advisory measure to the qualified voters of the City at the General Municipal Election to be held on Tuesday, November 3, 2026.

The proposed advisory measure would allow the City's voters to express their opinion on whether or not the City of Carson should explore removing the City's incorporated area from the territorial jurisdiction of the Los Angeles Unified School District (LAUSD) and, as feasible, either creating a new K–12 unified school district serving Carson or seeking annexation into another nearby existing school district.

The advisory measure is non-binding and would not itself alter school district boundaries, establish a new school district, or require any action by the City or the Los Angeles County Committee on School District Organization, the California State Board of Education, or any other governmental agency. Rather, the measure would simply provide the City Council with voter input on this question, indicating whether the voters are interested in a potential change from the current inclusion of the City's incorporated area in LAUSD.

The resolutions before the City Council would order submission of the advisory measure to the voters, request consolidation with the statewide general election election conducted by the County of Los Angeles on the same date, establish priorities for the filing of written arguments, direct the preparation of an impartial analysis, and provide for filing of rebuttal arguments.

II. RECOMMENDATION

TAKE the following actions:

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

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

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

III. ALTERNATIVES

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

IV. BACKGROUND

The City Council may wish to obtain voter input regarding the possibility of pursuing school district reorganization affecting the City of Carson. The proposed advisory measure asks voters whether or not the City should explore removing the City's incorporated area from the Los Angeles Unified School District and, as feasible, either forming a new K–12 unified school district serving Carson or seeking annexation of Carson's incorporated area into another nearby existing school district.

Under California law, the establishment of a new school district or the reorganization of existing school district boundaries is governed by the California Education Code and involves a separate statutory process administered by the Los Angeles County Committee on School District Organization, the Los Angeles County Office of Education, and ultimately the California State Board of Education, or in some cases even the voters at an election, as applicable. The City of Carson does not have the authority to unilaterally create, dissolve, or reorganize school districts.

Per Elections Code Section 9603, the City may hold, at its discretion, an advisory election on any date on which the City is currently permitted to hold a regular or special election for the purpose of allowing voters within the City, or a portion thereof, to voice their opinions on substantive issues, or to indicate to the City Council approval or disapproval of the ballot proposal. An advisory vote will be indicated as a ballot heading, above the ballot proposal, and by only the following description: “Advisory Vote Only.” This heading is included for the proposed advisory measure (Exhibit 1).

As used in Elections Code Section 9603, “advisory vote” means an indication of general voter opinion regarding the ballot proposal. The results of the advisory vote will in no manner be controlling on the City Council.

Accordingly, the proposed ballot measure is advisory only. Approval of the measure would serve as an expression of the voters' preferences and would provide policy direction to the City Council regarding whether to explore and advocate for school district reorganization affecting Carson. Any future proposal or action to reorganize school district boundaries would remain subject to all applicable legal requirements, review by agencies having jurisdiction over such matters, and approval processes established under state law. Again, no formal school district formation or reorganization action could be taken by the City itself.

If approved by the City Council, the advisory measure will be submitted to the qualified voters of the City at the November 3, 2026 General Municipal Election. The accompanying resolutions also establish the procedures required or authorized under California Elections Code for submission of ballot arguments, preparation of an impartial analysis by the City Attorney, and filing of rebuttal arguments.

V. FISCAL IMPACT

Approval of the proposed resolutions will result in costs associated with placing the advisory measure on the November 3, 2026 General Municipal Election ballot, although the election would be consolidated with the Statewide General Election held on the same date. These costs include election services provided by the Los Angeles County Registrar-Recorder/County Clerk, including ballot preparation, printing, voter information materials, and election administration.

Sufficient funds will be appropriated as part of the City's election-related expenditures, should the City Council adopt the proposed Resolutions. The advisory measure itself has no direct fiscal impact, as it is non-binding and does not authorize or require the expenditure of City funds for school district reorganization or any other action.

VI. EXHIBITS

1. Resolution No. 26-089
2. Resolution No. 26-090
3. Resolution No. 26-091

Attachments

Resolution No. 26-089 Calling Election_Submitting Measure.pdf
Resolution No. 26-090 Arguments and Impartial Analysis.pdf
Resolution No. 26-091 Authorizing Rebuttal Arguments.pdf

RESOLUTION NO. 26-089

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, CALLING FOR THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2026 FOR THE PURPOSE OF SUBMITTING TO THE QUALIFIED VOTERS OF THE CITY A NON-BINDING ADVISORY MEASURE REGARDING SCHOOL DISTRICT FORMATION OR REORGANIZATION IN CARSON, REQUESTING CONSOLIDATION WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THE SAME DATE, AND REQUESTING THAT THE LOS ANGELES COUNTY REGISTRAR-RECORDER/COUNTY CLERK CONDUCT ALL NECESSARY ELECTION SERVICES

WHEREAS, the City of Carson ("City") is a charter city organized under the Constitution and laws of the State of California and the City's Charter; and

WHEREAS, the City Council of the City desires to submit to the qualified electors of the City an advisory measure regarding school district formation or reorganization in Carson ("Measure"); and

WHEREAS, the Measure would allow the City's voters to express their opinion on whether or not the City should explore removing the City's incorporated area from the territorial jurisdiction of the Los Angeles Unified School District (LAUSD) and, as feasible, either creating a new K–12 unified school district serving Carson or seeking annexation into another nearby existing school district; and

WHEREAS, per Elections Code Section 9603, the City may hold, at its discretion, an advisory election on any date on which the City is currently permitted to hold a regular or special election for the purpose of allowing voters within the City, or a portion thereof, to voice their opinions on substantive issues, or to indicate to the City Council approval or disapproval of the ballot proposal. An advisory vote will be indicated as a ballot heading, above the ballot proposal, and by only the following description: "Advisory Vote Only." This heading is included for the Measure. As used in Elections Code Section 9603, "advisory vote" means an indication of general voter opinion regarding the ballot proposal. The results of the advisory vote will in no manner be controlling on the City Council; and

WHEREAS, a General Municipal Election is to be held in the City of Carson on Tuesday, November 3, 2026; and

WHEREAS, an established Statewide General Election is scheduled for November 3, 2026; and

WHEREAS, the City Council desires to submit the Measure to the qualified voters of the City of Carson at the General Municipal Election to be held on November 3, 2026, and to request that the Los Angeles County Board of Supervisors consolidate the Measure with the Statewide General Election to be held on the same date and authorize the Los Angeles County Registrar-Recorder/County Clerk to conduct all necessary election services.

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

Section 1. That the recitals set forth above are incorporated herein by this reference.

Section 2. That the City Council of the City of Carson, pursuant to its right and authority, hereby orders submitted to the voters at the General Municipal Election to be held on Tuesday, November 3, 2026, the following question:

Advisory Vote Only Shall the City of Carson explore removing Carson from the Los Angeles Unified School District (LAUSD) and, as feasible, either creating a new K–12 unified school district serving Carson or seeking annexation into another nearby existing school district?	YES
	NO

Section 3. The City's designated elections official is hereby authorized and directed to make any non-substantive, clerical, formatting, or conforming changes to this Resolution, the ballot question, and any related election materials as may be required by the Los Angeles County Registrar-Recorder/County Clerk or by applicable law, provided that such changes do not materially alter the Measure approved by the City Council for submission to the voters**.**

Section 4. That the vote requirement for the Measure to pass is a majority (50% +1) of the votes cast on the Measure.

Section 5. That the City Clerk is designated as the City's elections official and is authorized, instructed and directed to coordinate with the County of Los Angeles Registrar-Recorder/County Clerk to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

Section 6. That the ballots to be used at the election shall be in form and content as required by law, and that the election shall be held and conducted in the manner prescribed by law.

Section 7. Pursuant to California Elections Code section 10242, the polls for the General Municipal Election shall open at seven o'clock a.m. on the day of the election, and shall remain open continuously from that time until eight o'clock p.m. of the same day, when the polls shall be closed, except as otherwise provided in California Election Code section 14401.

Section 8. That in all particulars not recited in this Resolution, the General Municipal Election shall be held and conducted in accordance with the provisions of law regulating municipal and statewide elections.

Section 9. That notice of the time and place of holding the General Municipal Election is hereby given and the City's designated elections official is authorized, instructed and directed to

give further or additional notice of the election, in the time, form and manner required by law.

Section 10. That pursuant to sections 10402 and 10403 of the Elections Code, the Los Angeles County Board of Supervisors is hereby requested to consent and agree to the consolidation of the submission of the Measure at the General Municipal Election with the election conducted by Los Angeles County to be held on Tuesday, November 3, 2026.

Section 11. The City Council acknowledges that the consolidated election will be held and conducted in the manner prescribed in Elections Code section 10418.

Section 12. That the Los Angeles County Registrar-Recorder/County Clerk is authorized to canvass the returns of the General Municipal Election. The election shall be held in all respects as if there were only one election, and only one form of ballot shall be used.

Section 13. That the Los Angeles County Board of Supervisors is requested to issue instructions to the Los Angeles County Registrar-Recorder/County Clerk to take any and all necessary steps for the holding of this consolidated election.

Section 14. That the City of Carson recognizes that additional costs will be incurred by Los Angeles County by reason of this consolidation and agrees to reimburse Los Angeles County for any costs upon presentation of a properly submitted bill.

Section 15. That the City's designated elections official is hereby directed to file a certified copy of this Resolution with the Los Angeles County Board of Supervisors and the Los Angeles County Registrar-Recorder/County Clerk.

Section 16. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions. This Resolution shall be effective immediately upon its adoption.

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PASSED, APPROVED AND ADOPTED by the City Council of the City of Carson, California, at a regular meeting held on the 4th day of August, 2026.

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:

_____
Sunny K. Soltani, City Attorney

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. 26-089, was adopted by the Carson City Council at its meeting held on the 4th day of August, 2026, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

RESOLUTION NO. 26-090

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, SETTING PRIORITIES FOR FILING WRITTEN ARGUMENTS AND DIRECTING THE CITY ATTORNEY TO PREPARE AN IMPARTIAL ANALYSIS REGARDING A NON-BINDING ADVISORY MEASURE CONCERNING SCHOOL DISTRICT FORMATION OR REORGANIZATION IN CARSON, TO BE SUBMITTED TO THE VOTERS AT THE GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 3, 2026

WHEREAS, the City of Carson ("City") is a charter city organized under the Constitution and the laws of the State of California and the City's Charter;

WHEREAS, a General Municipal Election is to be held in the City of Carson, California, on Tuesday, November 3, 2026, at which there will be submitted to the voters an advisory measure concerning school district formation or reorganization in Carson ("Measure"); and

WHEREAS, whenever a municipal ballot measure is authorized, state law provides that the City Council may direct the City Attorney to prepare an impartial analysis and provide for the filing of written arguments for and against the measure to be filed with the City's Elections Official.

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

Section 1. The recitals set forth above are true and correct and are incorporated herein by this reference.

Section 2. Pursuant to California Elections Code section 9282, the City Council, or any member or members of the City Council authorized by the City Council, or any individual voter who is eligible to vote on the Measure, or bona fide association of citizens, or any combination of voters and associations, may file a written argument for or against the Measure.

Section 3. In the event that more than one argument for, or more than one argument against, the Measure is timely submitted to the City's designated Elections Official, the City's designated Elections Official shall select one argument in favor and one argument against the Measure to be printed and distributed to the voters. In selecting the arguments, the City's designated Elections Official shall give preference and priority in the order named, to the arguments of the following: (1) to the City Council, or member or members of the City Council authorized by the City Council; (2) to the individual voter, or bona fide association of citizens, or combination of voters and associations, who are the bona fide sponsors or proponents of the Measure; (3) to bona fide associations of citizens; and (4) to individual voters who are eligible to vote on the Measure, in accordance with California Elections Code section 9287(a).

Section 4. In accordance with the requirements of Division 9, Chapter 3, Article 4 of the California Elections Code, all written arguments for or against the Measure: (1) shall not

exceed three hundred (300) words in length; (2) shall be filed with the City's designated Elections Official; (3) shall be accompanied by the printed name(s) and signature(s) of the person(s) submitting it, or if submitted on behalf of an organization, the name of the organization, and the printed name and signature of at least one of the principal officers who is the author of the argument; and (4) shall be accompanied by the completed and signed Form of Statement to be Filed by Author(s) of Argument as provided for in California Elections Code section 9600. All written arguments may be changed or withdrawn until and including the date fixed by the City's designated Elections Official, after which time no arguments for or against the Measure may be submitted to the Elections Official.

Section 5. The City Council hereby directs the City's designated Elections Official to transmit a copy of the Measure to the City Attorney. In accordance with California Elections Code § 9280, the City Attorney is hereby directed to prepare an impartial analysis of the Measure, not to exceed five hundred (500) words in length, showing the effect of the Measure on the existing law and the operation of the Measure. The analysis shall include a statement indicating that the Measure was placed on the ballot by the City Council. If the entire text of the Measure is not printed on the ballot, nor in the voter information guide, there shall be printed immediately below the impartial analysis, in no less than 10-point bold type, a legend substantially as follows: "The above statement is an impartial analysis of Ordinance or Measure ____. If you desire a copy of the ordinance or measure, please call the elections official's office at (310-952-1720) and a copy will be mailed at no cost to you." The impartial analysis shall be filed by the date set by the City's designated Elections Official for the filing of primary arguments.

Section 6. The City's designated Elections Official shall cause the City Attorney's impartial analysis, and duly selected arguments, to be printed and distributed to voters in accordance with applicable law.

Section 7. The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions. This Resolution shall be effective immediately upon passage and adoption.

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PASSED, APPROVED AND ADOPTED by the City Council of the City of Carson, California, at a regular meeting held on the 4th day of August, 2026.

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:

_____
Sunny K. Soltani, City Attorney

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. 26-090, was adopted by the Carson City Council at its meeting held on the 4th day of August, 2026, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

RESOLUTION NO. 26-091

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, PROVIDING FOR THE FILING OF REBUTTAL ARGUMENTS REGARDING A NON-BINDING ADVISORY MEASURE CONCERNING SCHOOL DISTRICT FORMATION OR REORGANIZATION IN CARSON, TO BE SUBMITTED TO THE VOTERS AT THE GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 3, 2026

WHEREAS, a General Municipal Election is to be held in the City of Carson, California ("City"), on November 3, 2026, at which there will be submitted to the voters an advisory measure concerning school district formation or reorganization in Carson ("Measure"); and

WHEREAS, California Elections Code section 9285 authorizes the City Council, by majority vote, to adopt provisions to provide for the filing of rebuttal arguments regarding City measures submitted at a municipal election.

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

Section 1. The recitals set forth above are incorporated herein by this reference.

Section 2. Pursuant to Elections Code section 9285, when the City's designated elections official has selected the arguments for and against the Measure submitted at the General Municipal Election to be held on November 3, 2026, which will be printed and distributed to the voters, the City's designated elections official shall send copies of the argument in favor of the Measure to the authors of the argument against the Measure, and copies of the argument against the Measure to the authors of the argument in favor of the Measure. The author or a majority of the authors of an argument relating to the Measure may prepare and submit a rebuttal argument, or may authorize in writing another person or persons to prepare, submit, or sign the rebuttal argument, not to exceed two hundred fifty (250) words in length. A rebuttal argument may not be signed by more than five (5) persons. The rebuttal arguments shall be filed with the City's designated elections official not more than ten (10) days after the final date for filing primary arguments. The rebuttal arguments shall be accompanied by the completed and signed Form of Statement to be Filed by Author(s) of Argument as provided for in California Elections Code section 9600. Rebuttal arguments shall be printed in the same manner as the direct arguments. Each rebuttal argument shall immediately follow the direct argument that it seeks to rebut.

Section 3. All previous resolutions providing for the filing of rebuttal arguments for City measures are repealed to the extent they are inconsistent with this Resolution and only as applied to City measures submitted at the General Municipal Election to be held on November 3, 2026.

Section 4. The provisions of Section 2 of this Resolution shall apply only to the General Municipal Election to be held on November 3, 2026, and shall then be repealed.

Section 5. The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions. This Resolution shall be effective immediately upon passage and adoption.

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PASSED, APPROVED AND ADOPTED by the City Council of the City of Carson, California, at a regular meeting held on the 4th day of August, 2026.

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:

_____
Sunny K. Soltani, City Attorney

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. 26-091, was adopted by the Carson City Council at its meeting held on the 4th day of August, 2026, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

CITY OF CARSON

701 East Carson Street

Report to Honorable Mayor and City Council

Tuesday, August 4, 2026, 5:00 PM

DISCUSSION 26.

To: Honorable Mayor and City Council

From: Dr. Arlington Rodgers, Director of Public Works PW Engineering

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

I. SUMMARY

Chapter 2.5 of Article 3 of the Carson Municipal Code authorizes the City Council to establish or terminate preferential parking zones based on recommendations from the Public Works Commission and the procedures and criteria established in the Municipal Code. In August 2024, the City received a petition signed by approximately 63 percent of the dwelling units in the Mills Park neighborhood requesting the establishment of a preferential parking zone. Public Works staff subsequently conducted a parking study and determined that the area did not meet the technical criteria for a 24-hour, seven-day-per-week preferential parking zone. Nevertheless, following a public hearing, the Public Works Commission recommended approval of the requested parking zone. On June 3, 2025, the City Council adopted Resolution No. 25-062 establishing Preferential Parking Zone "I" for the Mills Park neighborhood.

Parking regulation signs were installed in January 2026 to implement the new parking restrictions. After residents expressed concerns about the program during a City Council meeting, the signs were temporarily covered while the City conducted additional review and community outreach. The signs were restored on June 15, 2026, reinstating the preferential parking regulations. Shortly thereafter, on June 24, 2026, the City received a petition signed by approximately 59 percent of the dwelling units within the established parking zone requesting that the program be terminated. Public Works staff verified that the petition satisfies the requirements of Carson Municipal Code Section 32502.4 for terminating a preferential parking zone. Accordingly, staff recommends that the City Council adopt Resolution No. 26-082, terminating Preferential Parking Zone "I" and returning the neighborhood to the City's standard parking regulations.

II. RECOMMENDATION

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

III. ALTERNATIVES

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

IV. BACKGROUND

Chapter 2.5 of Article 3 of the Carson Municipal Code (CMC), entitled "Preferential Parking Zones," authorizes the City Council to establish and terminate preferential parking zones by resolution (Exhibit No. 1). A preferential parking zone is intended to help protect on-street parking for neighborhood residents by restricting parking to vehicles displaying a valid City-issued permit or otherwise meeting the parking regulations established for the zone.

Under the Municipal Code, the process for establishing a preferential parking zone begins when the City receives a petition signed by at least 60 percent of the dwelling units within the proposed parking zone. Once a qualifying petition is received, Public Works staff evaluates the request using technical criteria established in the Municipal Code, including parking occupancy and demand, and presents its findings to the Public Works Commission. Following a public hearing, the Commission forwards a recommendation to the City Council, which has the final authority to approve or deny the request.

Similarly, the City Council may terminate an existing preferential parking zone either by adopting a resolution setting forth the reasons for termination or upon receipt of a qualifying petition from residents within the established zone. To initiate the termination process, the Municipal Code requires a petition signed by more than 50 percent of the dwelling units within the parking zone (50 percent plus one).

On August 24, 2024, the City received a petition requesting the establishment of a preferential parking zone for the residential neighborhood surrounding Mills Park. The petition contained signatures from 100 of the 158 dwelling units within the proposed area, representing approximately 63 percent of the neighborhood and satisfying the Municipal Code's petition requirement.

Following receipt of the petition, Public Works staff conducted a comprehensive parking study to determine whether the area met the technical criteria required for a preferential parking zone under Carson Municipal Code Section 32502.2(c). The study evaluated parking occupancy and demand throughout the neighborhood. The results indicated that the area generally did not satisfy the technical criteria for a 24-hour, seven-day-per-week parking restriction because parking occupancy did not consistently exceed the required threshold. With the exception of the east side of Midtown Avenue, no street segment exceeded the required 75 percent parking occupancy during any continuous eight-hour period.

On April 14, 2025, the Public Works Commission conducted a duly noticed public hearing after providing notification to all properties located within the proposed parking zone and within a 300-foot radius of the affected area. Based on the results of the parking study, Public Works staff recommended that the Commission deny the request because the required technical criteria had not been met. Following public testimony and deliberation, however, the Public Works Commission voted to recommend that the City Council establish the preferential parking zone and further recommended expanding the proposed boundaries to include Abbottson Street between Radlett Avenue and Tajauta Avenue, and Cyrene Drive between Nestor Avenue and Tajauta Avenue.

On June 3, 2025, after considering the Public Works Commission's recommendation, the City Council adopted Resolution No. 25-062 establishing Preferential Parking Zone "I" for the residential neighborhood surrounding Mills Park (Exhibit No. 2). The approved preferential parking zone included the following streets (Exhibit No. 3):

- Dimondale Drive from Central Avenue to Radlett Avenue
- Pricetown Avenue from Helmick Street to Dimondale Drive
- Midtown Avenue from Fernrock Street to Dimondale Drive
- Radlett Avenue from Abbottson Street to Cyrene Drive
- Hillford Avenue from Abbottson Street to Cyrene Drive
- Nestor Avenue from Abbottson Street to Cyrene Drive
- Cyrene Drive from Radlett Avenue to Nestor Avenue
- Abbottson Street from Radlett Avenue to Nestor Avenue

Following the City's implementation of the program, Public Works staff installed the required parking regulation signs throughout the neighborhood in January 2026. Shortly thereafter, several residents attended a City Council meeting to express concerns and ask questions regarding the newly established preferential parking program. In response to those concerns, the City temporarily covered the parking regulation signs while staff reviewed the program and received additional public input. Following that review, the signs were uncovered on June 15, 2026, restoring enforcement of the preferential parking regulations within Zone "I."

On June 24, 2026, the City Clerk received a petition requesting termination of Preferential Parking Zone "I" from representatives of the affected neighborhood (Exhibit No. 4). The petition contained signatures from 105 of the 178 dwelling units located within the established parking zone.

Public Works staff reviewed and verified the petition in accordance with the requirements of Carson Municipal Code Section 32502.4 and confirmed that it contains valid signatures representing approximately 59 percent of the dwelling units within the parking zone. Because the petition exceeds the Municipal Code requirement of signatures from more than 50 percent of the dwelling units, it satisfies the legal threshold necessary to initiate termination of the preferential parking zone.

Accordingly, staff recommends that the City Council adopt Resolution No. 26-082, terminating Preferential Parking Zone "I" near Mills Park. Approval of the resolution will remove the preferential parking restrictions within the neighborhood and direct staff to remove the associated parking signage, thereby returning the area to standard City parking regulations.

V. FISCAL IMPACT

None. The Public Works Department's adopted General Fund Operating Budget includes sufficient funding to cover the costs associated with removing the signs necessary to terminate the preferential parking zone. No additional appropriation is required.

VI. EXHIBITS

1. Carson Municipal Code, Article 3, Section 2.5 Location Map
2. Resolution No. 26-082
3. Location Map
4. Preferential Parking Permit Letter and Petition received June 24, 2026
5. Preferential Permit Parking Map
6. Preferential Parking Zones A-I

Attachments

1. Carson Municipal Code Article 3, Section 2.5
2. Resolution No. 26-082
3. Location Map
4. Preferential Parking Permit Letter and Petition Received June 24, 2026
5. Preferential Parking Map
6. Preferential Parking Zone A -I

Exhibit 2

CHAPTER 2.5
PREFERENTIAL PARKING ZONES

Sections:

§ 32500 Short Title.

§ 32501 Purpose.

§ 32502 Establishment and Termination of Preferential Parking Zones.

§ 32502.1 Petition Forms.

§ 32502.2 Establishment of a Preferential Parking Zone.

§ 32502.3 Termination of a Preferential Parking Zone.

§ 32502.4 Preferential Parking Zones Near National Training Center.

§ 32503 Permits – Issuance.

§ 32504 Permits – Fees.

§ 32505 Permits – Display.

§ 32506 Permits – Revocation.

§ 32507 Notice of Preferential Parking Zones.

§ 32508 Enforcement Hours.

§ 32509 Parking Privileges of Permit Holders.

§ 32510 Designation of Zones.

§ 32511 Exemptions.

§ 32512 Violations.

32500 Short Title.

This Chapter shall be known as, and may be cited as the “Preferential Parking Code.” (Ord. 92-987, § 1)

32501 Purpose.

This Chapter is enacted pursuant to authority granted by Sections 22507 and 22507.5 of the California Vehicle Code. Preferential parking zones are necessary to alleviate serious problems in certain residential areas of the City due, in part, to the parking of motor vehicles on streets by nonresidents of the immediate area for extended periods of time and the nonuse of available public transit alternatives to automobile travel by nonresidents which has resulted in neighborhood decline in affected areas because of traffic congestion, noise, air pollution, traffic hazards, and inability of residents to park their vehicles reasonably close to their residences. (Ord. 92-987, § 1)

32502 Establishment and Termination of Preferential Parking Zones.

32502.1 Petition Forms.

The Department of Public Works shall provide petition forms for preferential parking zones upon the written request of any five (5) residents of a proposed zone, one (1) of whom shall be designated in the request as the official representative of the zone advocates. (Ord. 92-987, § 1)

32502.2 Establishment of a Preferential Parking Zone.

(a) Proceedings for establishment of a preferential parking zone may be initiated by petition containing the signatures of at least sixty (60) percent of the residents of all units of occupancy fronting curbs proposed to be included in the zone. The petition shall include a description of the proposed zone boundaries, the proposed restriction, and the days and hours the restriction is proposed to be effective. The petition shall state that all

signators desire to have preferential parking restrictions imposed and that all signators are willing to pay associated administrative costs necessary to establish such zone. Each signator shall affix their signature, printed name, and address to the petition which petition shall be circulated by the zone advocates. Not more than sixty (60) days after the petition form is provided by the Public Works Department pursuant to CMC 32502.1, the signed and completed petition shall be submitted to the Public Works Committee.

(b) The Public Works Committee shall set a place and time for a public discussion on the proposed zone. The Public Works Director shall mail notice of the hearing at least ten (10) days prior to the hearing to all property owners, residents, and other occupants within the proposed zone and within three hundred (300) feet of the boundaries of the proposed zone.

(c) Following public discussion, the Public Works Committee shall make a recommendation to the City Council regarding whether the preferential parking zone should be established. Following receipt of the recommendation of the Public Works Committee, the City Council shall, by resolution, determine whether the preferential parking zone shall be established. Said determination shall be based upon factors which may include but are not limited to, the following:

(1) High Demand: More than seventy-five (75) percent of the on-street spaces are occupied during the days and hours proposed for parking restriction; and

(2) Self Contained Area: The zone, alone or in combination with other existing or potential preferential parking zones, constitutes a self contained area of parking demand and supply. For purposes of this Section, “self contained area” shall mean an area of sufficient size to allow for resident parking, using boundaries such as major streets, nonresidential land uses, transition to higher or lower density residential areas, water bodies and other natural features; and using surveys of existing conditions to determine the extent of the area impacted by nonresident parking.

(d) Each preferential parking zone shall be identified by a letter or combination of letters which shall be the official designation of the zone. (Ord. 92-987, § 1)

32502.3 Termination of a Preferential Parking Zone.

The City Council may terminate a preferential parking zone upon receipt of a petition calling for termination which has been received and transmitted by the City Clerk, and which contains the signatures and corresponding printed name and address representing a majority (fifty (50) percent plus one (1)) of the dwelling units in the zone. The City Council may also terminate a preferential parking zone, without submission of a petition requesting termination, by resolution setting forth the reasons for such termination which reasons may include, but are not limited to, changes in circumstances which led to the original establishment of the zone. (Ord. 92-987, § 1)

32502.4 Preferential Parking Zones Near National Training Center.

(a) Notwithstanding CMC 32502.2, the Public Works Director may initiate proceedings for the establishment of a preferential parking zone in a residential neighborhood near the National Training Center at California State University Dominguez Hills. The proceedings shall be initiated by the submission of a recommendation to the City Council.

(b) Following receipt of the recommendation of the Public Works Director, the City Council shall, by resolution, determine whether the preferential parking zone shall be established. The determination shall be based on the likelihood of extraordinary parking demand attributable to events at the National Training Center. If a preferential parking zone is established, the parking restrictions shall be in effect only on those days on which an event is held at the National Training Center.

(c) Each preferential parking zone established pursuant to this Section shall be identified by a letter or combination of letters that shall be the official designation of the zone.

(d) Preferential parking zones established pursuant to this Section may be terminated in accordance with the procedure set forth in CMC 32502.3. (Ord. 03-1283U, § 1; Ord. 03-1283, § 1)

32503 Permits – Issuance.

(a) Parking permits for preferential parking zones shall be issued by the Department of Finance. No more than one (1) permit shall be issued for each vehicle for which application is made. Each permit issued shall show by code, color or both, the particular preferential parking zone for which it has been issued and resident permits shall include the license plate number of the motor vehicle for which it was issued.

(b) Preferential parking permits for residents shall be issued only upon application of a legal resident of the established zone who is the registered owner or has exclusive use and control of the vehicle for which application is made. Proof of residency and ownership or exclusive use and control

shall be demonstrated as determined by the Finance Director.

(c) The number of preferential parking permits, if any, that may be issued pursuant to this Chapter shall be determined and calculated as follows:

(1) Residents: No more than three (3) permits for residents shall be issued to any one (1) residence. Permits issued to residents shall remain valid while the applicant continues to reside at the address set forth on the application and remains the owner of the vehicle for which the permit is issued.

(2) Visitors: Not more than two (2) Visitor Preferential Parking Permits shall be issued to any one (1) residence for the use of visitors to the home of the applicant. Visitor permits shall remain valid while the applicant continues to reside at the address set forth on the application. (Ord. 92-987, § 1)

32504 Permits – Fees.
Applications for issuance of initial permits or transfer permits when the holder of a permit in one (1) zone moves to another zone and desires a permit for the new zone, or a replacement permit in the case of a lost or mutilated permit, shall be filed with the Department of Finance and shall be accompanied by the fee established by Resolution of the City Council. Fees may be prorated for periods of less than one (1) year except that no refund shall be issued for cancellation of a permit unless the zone is terminated by City Council action. The Director of Finance shall not issue a replacement permit unless the Director has received satisfactory evidence that the permit being replaced has been lost or mutilated. (Ord. 92-987, § 1)

32505 Permits – Display.
Preferential parking permits for residents shall be prominently displayed and firmly attached to the left side of the rear bumper of the vehicle for which the permit was issued. Permits for visitors shall be prominently displayed either on the left side of the rear window of the vehicle or hanging from the interior rear view mirror. (Ord. 92-987, § 1)

32506 Permits – Revocation.
(a) The Director of Finance is authorized to revoke the preferential parking permit of any person found to be in violation of any of the provisions of this Chapter and, upon written notification, that person must surrender the permit to the Director or prove its destruction or disfigurement to the Director’s satisfaction.

(b) Any person whose preferential parking permit has been revoked shall not be issued a new permit for one (1) calendar year following revocation and must submit a new application and pay the fee required for a new permit. (Ord. 92-987, § 1)

32507 Notice of Preferential Parking Zones.
The Public Works Director shall place and maintain, or cause to be placed and maintained, on each street or portion of street designated to be within a preferential parking zone, appropriate signs giving notice that vehicles must display preferential parking permits and any applicable time limits for parking of vehicles without permits. (Ord. 92-987, § 1)

32508 Enforcement Hours.
Preferential parking in the zones established by the City Council shall be in effect on those days and during those hours as shall be determined by the City Council when the zone is established. (Ord. 92-987, § 1)

32509 Parking Privileges of Permit Holders.
Any vehicle properly displaying a valid preferential parking permit issued for that vehicle may be parked on any street or portion of street within the zone for which the permit was issued without being limited by the time restrictions imposed pursuant to this Chapter. Permit holders shall be subject to parking restrictions imposed pursuant to any other Chapter of the Carson Municipal Code or other state law provisions. Preferential parking permits shall not guarantee or reserve to the holder any specific on-street parking space. (Ord. 92-987, § 1)

32510 Designation of Zones.
The streets and/or portions of streets established as preferential parking zones for the purposes of this Chapter shall be designated by resolution of the City Council. (Ord. 92-987, § 1)

32511 Exemptions.
The following vehicles are exempt from the parking restrictions imposed pursuant to this Chapter:

(a) Vehicles in use for the construction or repair of any utility;

(b) Vehicles engaged in official government business;

(c) Vehicles from which persons or goods are being loaded or unloaded;

(d) Vehicles engaged in construction, repairs, or similar services on property within the preferential parking zone; or

(e) Emergency vehicles. (Ord. 92-987, § 1)

32512 Violations.

(a) No vehicle shall be parked or stopped adjacent to any curb in a preferential parking zone in violation of any posted restrictions during the time preferential parking is in effect, unless such vehicle shall have the permit prominently displayed in accordance with CMC 32505.

(b) No person shall falsely represent that he or she is eligible for preferential parking permit(s) or furnish false information in an application for a permit.

(c) No person shall park or leave standing in a preferential parking zone, any vehicle which displays a preferential parking permit issued for a different vehicle.

(d) No person shall park or leave standing in a preferential parking zone any vehicle which displays a facsimile or counterfeit preferential parking permit.

(e) No person whose preferential parking permit has been revoked shall refuse or fail to surrender the permit when requested to do so in writing by the Director of Finance.

(f) No resident or visitor preferential parking permit issued pursuant to this Chapter shall thereafter be assigned, transferred, sold or used for any consideration, monetary or otherwise. (Ord. 92-987, § 1)

The Carson Municipal Code is current through Ordinance 23-2303, passed May 2, 2023.

Disclaimer: The city clerk's office has the official version of the Carson Municipal Code. Users should contact the city clerk's office for ordinances passed subsequent to the ordinance cited above.

City Website: https://ci.carson.ca.us/
City Telephone: (310) 830-7600

Code Publishing Company

RESOLUTION NO. 26-082

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, TERMINATING PREFERENTIAL PERMIT PARKING ZONE "I" FOR AREA NEAR MILLS PARK, AND REMOVING PREFERENTIAL PARKING REGULATIONS WITHIN THE ZONE

WHEREAS, the residents submitted a petition requesting termination of preferential permit parking on the following street segments:

- Dimondale Dr. from Central Ave. to Radlett Ave.
- Pricetown Ave. from Helmick St. to Dimondale Dr.
- Midtown Ave. from Fernrock St. to Dimondale Dr.
- Radlett Ave. from Abbotson St. to Cyrene Dr.
- Hillford Ave. from Abbotson St. to Cyrene Dr.
- Nestor Ave. from Abbotson St. to Cyrene Dr.
- Cyrene Dr. from Radlett Ave. to Tajuata Ave.
- Abbottson Street from Radlett Ave. to Tajauta Ave; and

NOW, THEREFORE, be it determined by the City Council of the City of Carson, California, that:

Section 1. Preferential Parking Zone "I", which includes the following street segments, is terminated pursuant to the provisions of Article III, Chapter 2.5 of the Carson Municipal Code:

- Dimondale Dr. from Central Ave. to Radlett Ave.
- Pricetown Ave. from Helmick St. to Dimondale Dr.
- Midtown Ave. from Fernrock St. to Dimondale Dr.
- Radlett Ave. from Abbotson St. to Cyrene Dr.
- Hillford Ave. from Abbotson St. to Cyrene Dr.
- Nestor Ave. from Abbotson St. to Cyrene Dr.
- Cyrene Dr. from Radlett Ave. to Tajuata Ave.
- Abbottson Street from Radlett Ave. to Tajauta Ave.

Section 2. The Director of Public Works is directed to cause signs to be removed giving adequate notice of the termination of this parking regulation.

[MORE]

PASSED, APPROVED, and ADOPTED this 4th day of August, 2026.

_____
Lula Davis-Holmes, Mayor

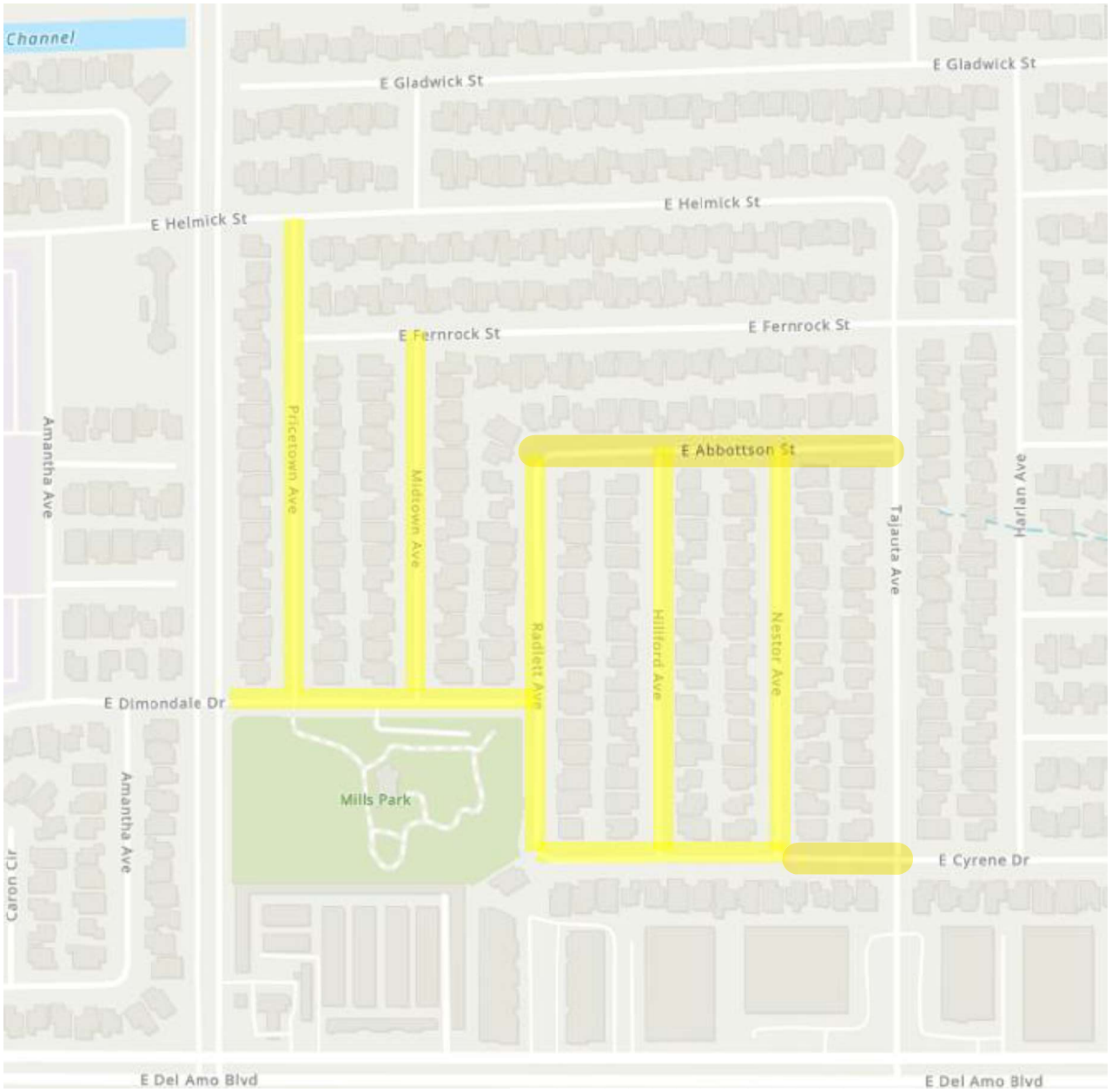
ATTEST:

_____
Dr. Khaleah R. Bradshaw, City Clerk

APPROVED AS TO FORM:

_____
Sunny K. Soltani, City Attorney

Location Map – Street Segments Highlighted



City Clerk's Office
RECEIVED
10/24/20

Zone 1 Permit Parking Rescission Petition Summary

ZONE 1 PERMIT PARKING RESCISSION PETITION SUMMARY

Date Completed: June 23, 2026

Community Statistics

Approximate Residential Properties Within Zone 1: 177

Residential Properties Represented by Petition: 112

Percentage of Residences Represented: 63.3%

Majority Required (50% + 1) 89 Residential Properties

Signatures Collected Above Majority Threshold: 23

June 24, 2026

City of Carson
Public Works Department
701 E. Carson Street
Carson, CA 90745

Subject: Request to Rescind the Zone 1 Permit Parking Program

To Whom It May Concern:

On behalf of the undersigned residents of Zone 1, we respectfully submit the attached signatures requesting that the City of Carson rescind and discontinue the existing permit parking restrictions requiring permits for parking 24 hours per day, 7 days per week, 365 days per year within Zone 1.

Since the original petition was circulated, many residents have expressed concerns regarding the impact that permit parking restrictions may have on homeowners, tenants, visitors, caregivers, service providers, contractors, and family members who regularly visit the neighborhood. After further review and discussion among residents, a significant number of individuals who are directly affected by this program no longer support the permit parking restrictions and wish to have their opposition formally recognized by the City.

In addition, many residents and property owners have expressed concerns regarding the manner in which the original petition was presented. Numerous individuals who signed the original petition have since stated that they did not fully understand that the proposed restrictions would prohibit parking without a permit twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year, and that they would have to pay out of pocket themselves for the expenses. Several residents have indicated that the permit parking program was not adequately explained to them at the time they signed, and that the restrictions being implemented are not what they believed they were supporting.

Additionally, residents who have already paid permit parking fees based on the implementation of the Zone 1 permit parking program respectfully request reimbursement or a refund. Many residents incurred these costs in reliance upon a program that no longer reflects the wishes and views of the majority of affected property owners and residents.

The attached signatures represent residents and property owners who are requesting that the City withdraw the permit parking program for Zone 1. We respectfully ask that the City review the enclosed documentation as soon as possible and take the necessary steps to rescind the permit parking designation.

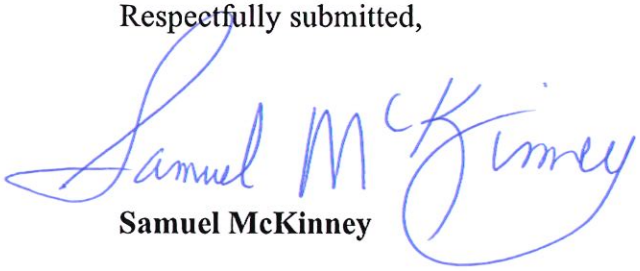
Based upon a physical count of residences located within Zone 1, there are approximately 177 residential properties within the affected area. The attached petition represents 112 residential properties within Zone 1, accounting for approximately 63.3% of the residences located within the permit parking zone.

The petition was completed on June 23, 2026, and the attached signature pages have been numbered for ease of review and verification. The enclosed signatures demonstrate substantial community support for rescinding the Zone 1 permit parking program and restoring unrestricted neighborhood parking.

We appreciate the City of Carson's time in reviewing the enclosed signatures and reconsidering the Zone 1 permitted parking program. We respectfully request that the City take prompt action to reverse the permit parking designation, rescind the associated restrictions, and restore unrestricted parking within the neighborhood.

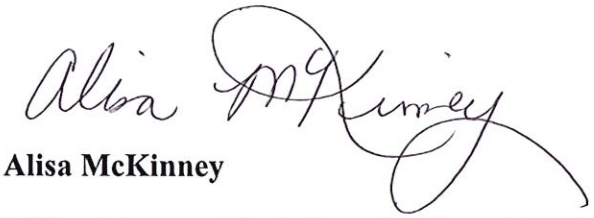
Should any additional information, documentation, or verification be required, please do not hesitate to contact us. We would be happy to assist in any way necessary to facilitate the City's review of this petition.

Respectfully submitted,



Samuel McKinney

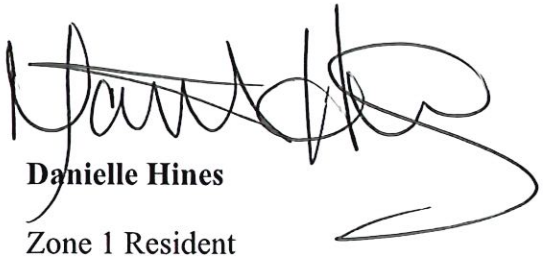
Zone 1 Resident



Alisa McKinney

Hillford Avenue Block Captain / Zone 1 Resident

(310) 678.0385



Danielle Hines

Zone 1 Resident

City Clerk's Office
RECEIVED 10/24/26

Petition to Rescind Parking Ordinance Petition Filed Under Misleading Pretenses

The petition to implement the Zone I parking ordinance (CMC Section 32500 et seq.) was presented under false and/or misleading pretenses, omitting that it would impose 24/7 permit-only parking, restrict parking without a permit at all times, prohibit overnight parking for guests and visiting family members, and require residents to pay permit and application fees conditions that were not what residents were asked to approve.

By signing below, I affirm that I support rescinding the petition based on the incomplete and misleading information under which it was presented.

Printed Name	Signature	Address	Date
Dequanson Merchant	Dequanson Merchant	20213 Hillford Ave. Carson, 90746	2/7/2026
Alisa McKinney	Alisa McKinney	20213 Hillford Ave. Carson, Ca 90746	2/7/2026
Bertha McKinney	Bertha McKinney	20213 Hillford Ave. Carson 90746	2/7/2026
Samuel McKinney	Samuel McKinney	20213 Hillford Ave. Carson, 90746	2-7-2026
Kayla Merchant	Kayla Merchant	20213 Hillford Ave. Carson, CA 90746	2-7-2026
Aiyana Easley	Aiyana Easley	20213 Hillford Ave. Carson, CA 90746	2-7-2026
Miles Merchant	Miles Merchant	20213 Hillford Ave. Carson, CA 90746	2-7-2026
Austin Brazille	Austin Brazille	20208 Hillford CA 90746	2-28-26
Debra Wilson	Debra Wilson	20002 Hillford Ave, CA 90746	2-28-26
Randell King	Randell King	20002 Hillford Ave, CA 90746	2-28-26

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By signing below, I affirm that I support rescinding the petition based on the incomplete and misleading information under which it was presented.

Printed Name	Signature	Address	Date
Yanet Lara	Yanet lara	20224 Hillford Ave Carson	2-07-26
Antonio Lara	Antonio lara	20224 Hillford Ave. Carson	2-07-26
Ashley Santillan	Ashley Santillan	20224 Hillford Ave.	2.07.26
Vivian Santillan	Vivian Santillan	20224 Hillford Ave	2.07.26
Elizabeth Lara	Elizabeth Lara	20224 Hillford Ave	2.07.26
Shirline Rivas	Shirline Rivas	20224 Hillford Ave	2.07.26
Ashley Barnes	[illegible]	20219 Hillford Ave	2.07.26
Sandra Barnes	[illegible]	20219 Hillford Ave	2.07.26
Gloria Kelly	Gloria Kelly	20219 Hillford Ave	2.07.26
[illegible]	[illegible]	20212 Hubert Ave	2-7-26

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Printed Name	Signature	Address	Date
Marc Hines		20212 Hillford Ave Carson 90746	2-7-26
Chauntay Rouzan-Grim		20203 Hillford AVE. 90746	2-7-26
Dion Grim		20203 Hillford AVE. 90746	2-7-26
Chardai Grim	Chardai Grim	20203 Hillford AVE.	2-7-26
Riodrigo Palomares		20124 Hillford Ave	2-7-26
Richard I Hunter		20124 Hillford Ave	2-7-26
Jehana Walker	Jehana walker	20125 Hillford Ave	2-7-26
Tiani Robinson	Tiani Robinson	20125 Hillford Ave	2-7-26
Michael C Graves		20112 Hillford Ave	2-7-26
Harriett Graves		20112 Hillfred Ave	2-7-26

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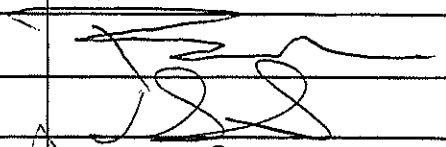
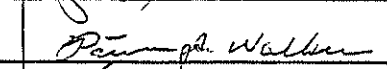
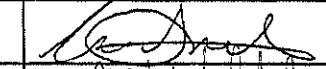
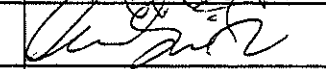
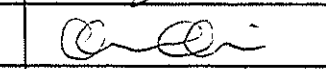
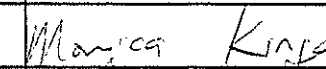
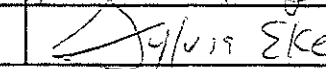
By signing below, I affirm that I support rescinding the petition based on the incomplete and misleading information under which it was presented.

Printed Name	Signature	Address	Date
Mellessia Gent	Mellessia Gent	20103 Hillford Ave Carson, CA 90746	02-07-2026
Charles Gent	Charles Gent	20103 Hillford Ave Carson Ca-90746	02-07-2026
Erica Nereu	Erica Nereu	20019 Hifford Ave Carson, CA 90746	02-07-2026
Lisa Nereu	Lisa Nereu	20019 Hillford Ave, Carson CA	02/07/2026
Markus Sargent	Markus Sargent	20019 Hillford Ave Carson CA	02/07/2026
Jaksyn Perry	Jaksyn Perry	20019 Hillford Ave Carson CA	02/07/2026
Loraine Pratt	Loraine Pratt	20015 Hillford Ave Carson CA	2/7/2026
Ashia Pratt	Ashia Pratt	20015 Hillford Ave CARSON	2/7/2026
Jean Mills	Jean Mills	20003 Hillford Ave Carson	2/7/2026
LaChanee Thompson	LaChanee Thompson	20163 Hillford Ave Carson, CA	2/7/2026

Petition to Rescind Parking Ordinance Petition Filed Under Misleading Pretenses

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Printed Name	Signature	Address	Date
Bishop Byron L. Smith SR.		20209 Hillford Ave, Carson CA	2.25.2026
DEBON Smith		20209 Hillford Ave Carson, CA	2-25-2026
Jill E Smith		20209 Hillford Ave Carson CA	2.25.26
PATRICIA A. WALKER		"20209 Hillford Ave Carson CA"	2.25.26
Imani Smith		"20209 Hillford Ave Carson CA" 90746	2-25,2026
Naomi Celio martinez		20209 Hillford Ave Carson CA	2.26.26
Aaron Smith		20209 Hillford Ave Carson. Ca	2-26-26
CHIEMELE WARDELL		1520 E CYRENE DR CARSON CA	3-16-2026
Monicah Kinyanjui		1520 E CYRENE DR CARSON CA	3-16-2026
SYLVIA EKEAGWU		1520 E CYRENE DR CARSON CA	3-16-2026

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Printed Name	Signature	Address	Date
Anthony Flores		1417 E Abbottsford St	2/28/26
Vanessa Moreno		1417 E Abbottsford St	2/28/26
Margaret Katenbo		1520 E Green Dr Corona CA	3/16/2026
Ben Boston		1520 E Crest Dr Corona CA	3/16/2026
David Clough		1520 E Crest Dr Corona CA	3/16/2026
Peace Hubert		1520 E Crest Dr Corona CA	3/16/2026
Anthony Ozuzu		1520 E Crest Dr Corona CA	3/16/2026
Emeka Ofakwu		20112 Radcliff Ave CA	3/16/2026
Nkozi Ofakwu		20112 Radcliff Ave CA	3/16/2026
Arno		20030 Radcliff Ave CA	3/15/2026

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Printed Name	Signature	Address	Date
Ray King	Ray King	20002 Hilford Ave, Carson, CA 90746	2.28.26
Janice Pearson	Janice Pearson	20000 Radlett Ave 90746	2-28-26
BRENT CHANDLER		1401 E Albatross	2-28-26
CANDACE CHANDLER	Candace Chandler	1401 E. Albatross Carson 90746	2-28-26
Carla Mitchell	Carla Mitchell	20007 Radlett Ave. Carson 90746	2/28/26
CURTIS MITCHELL		20007 Radlett Ave. Carson 90746	2/28/26
Angela Okonkwo	Angela Okonkwo	20012 Midtown Carson 90746	2
Trina McDaniel	Trina McDaniel	20009 Midtown Carson	3.16.26
Henry Taylor	Henry Taylor	20009 Midtown Carson	3.16.26
Ida Taylor	Ida Taylor	20009 Midtown Carson	3.16.26

Petition to Rescind Parking Ordinance Petition Filed Under Misleading Pretenses

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By signing below, I affirm that I support rescinding the petition based on the incomplete and misleading information under which it was presented.

Printed Name	Signature	Address	Date
Ericka Carson		2018 Hilford Ave	3-16-26
Fred Teague		2018 Hilford Ave	3-16-26
Barbara White		2018 Hilford Ave	3-16-26
Devin Teague		2018 Hilford Ave	3-16-26
Devon Teague		2018 Hilford Ave	3-16-26
Joel Dunn		2018 Hilford Ave	3-16-26
Icaurus Todd		2018 Hilford Ave	3-16-26
Carmecia Green		2018 Hilford Ave	3-16-26
Orlando Glover		2018 Hilford Ave	3-16-26

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By signing below, I affirm that I support rescinding the petition based on the incomplete and misleading information under which it was presented.

Printed Name	Signature	Address	Date
Adrienne Simpson		20108 Redleaf Ave	3/16/26
Marshae Simpson		20108 Redleaf Ave.	3/16/26
Nyssa Taylor		20009 Midtown Ave	3/16/24
Phyllis Hayes		20022 Midtown Ave	3-16-26

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By signing below, I affirm that I support rescinding the petition based on the incomplete and misleading information under which it was presented.

Printed Name	Signature	Address	Date
Michael DeBose	Michael DeBose	20025 Hillford Ave	2/28/26
MICHAEL K. JONES	M. Jones	1528 E. Cypress Dr.	3/16/2026
DAL E Cotton	Dal Cotton	1532 E. Cypress Dr.	3/16/26
Lavona Thomas		20124 Radlett Av Carson 90746	3/16/26
Vickie Paul	Vickie Paul	20113 Radlett ave Carson	3/16/26
Bobby Collins		20109 Midtown Ave. Carson 90746	3/16/2026
TRACY DEXTER COLLINS	Tracy Dexter Collins	20109 MIDTOWN AVE CARSON 90746	3/16/2026
Lois Loath		20105 Midtown Ave	03/16/26
Evangelyn Joseph Rocamora	Evangelyn Joseph Rocamora	20019 Midtown	3/16/26
John Thomas	John Thomas	20013 S. Midtown AVE	3/16/26

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Printed Name	Signature	Address	Date
BRIAN HINES		20212 Hilford Ave	3/16/26
Danielle Hines		20212 Hilford Ave	3/16/26
Sydnie Arevalo		20212 Hilford Ave	3/16/26
Myles Hines		20212 Hilford Ave	03/16/26
Theodorsh.a Nelson		19822 Pricetown Ave	3/16/26
JERRY NELSON		19822 PRICETOWN AVE	3/16/26
AL-CYNTHIA DALE		20020 Radlett ave	3/16/26
HAZEL DALE		20020 Radlett Ave	3/16/26
James Battle		20118 Pricetown Ave	3/17/2'

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Printed Name	Signature	Address	Date
Jeswina Ligon	Jeswina Ligon	20019 Midtown Ave.	3/16/26
Cristal Hughes	Chughes	20019 Midtown Ave	3/16/26
Margaret a Rosales	Mrosales	20019 Midtown Ave.	3/16/26
~~Theresa Haynesworth~~	~~Theresa Haynesworth~~		
Theresa Haynesworth	Theresa Haynesworth	20035 Midtown Ave	3/16/26
Yolande Bible		20008 Midtown Ave	3.16.26
Uchenna Anokwute		20118 Radlett Ave	6/19/26
Chinedu Anokwute		20118 Radlett Ave	6/19/26
Cynthia Okoye		19008 Hillford Ave	6/19/26
Jane Fagbola	Jfagbola	20109 Radlett Ave	6/19/26.

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Printed Name	Signature	Address	Date
VALENCIA BULLOCK	Valencia Bullock	20102 MIDTOWN AV E Coun	3/17/26
TERRY BULLOCK	Terry Bullock	20702 MIDTOWN CT, Coun	3/17/26
Jack Wallace		19817 Midtown Ave	3/17/26
Hope Lynch	Hope Lynch	19823 Midtown Ave	3/17/26
SYLVESTER MILLER	S. M. Miller	19818 MIDTOWN AV	3-17-2026
LINDA L. MILLER	L L Miller	19818 MIDTOWN AV	3-17-2026
JB Watts	JB Watts	19886 Midtown Ave	3/17/2024
Almorez Watts	Almorez Watt	19886 Midtown Ave	3/17/2024
Jaredale Larinaldo	Jaredale Larinaldo	19809 Midtown Ave	3/17/2024

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Printed Name	Signature	Address	Date
Mirna Beltran		20112 Pricetown Ave, Carson CA 90746	03/17/26.
L. Peters	LeShe Peters	20019 Pricetown Ave, Carson	3/17/26
Shaquay Williams	Shaquay Williams	20012 Pricetown Ave, CA 90746	3/17/26
James Hawkin	James Hawkin	20003 Pricetown Ave	3/17/26
Alma Perez	Alma Perez	20003 Pricetown Ave	3-17-26
Jerry Nelson	Jerry Nelson	19822 Pricetown Ave	3-17-26
Theodosia Nelson		19822 Pricetown Ave	3/17/26
Jonathan Battle		20116 Pricetown Ave	3/18/26
James Battle		20116 Pricetown Ave	3/18/26
Connie Battle	Connie Battle	20116 Pricetown Ave	3/18/26

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By signing below, I affirm that I support rescinding the petition based on the incomplete and misleading information under which it was presented.

Printed Name	Signature	Address	Date
Christine Dixon	Christine Dixon	20208 Nestor AVE	3-17-26
DAVion Gordon	Davion Gordon	20208 Nestor Ave	3-17-26
Delbert Gordon	Delbert Gordon	20208 Nestor Ave	3-17-26
Denise Guterrez	Denise Guterrez	20208 Nestor Ave	3-17-26
Ashley Johnson	Ashley Johnson	20206 Nestor Ave	3-17-26
Rockey Sha Gutierrez	Rockey Sha Gutierrez	20208 Nestor AVE	3-17-26
Juanita Turner	Juanita Turner	20124 Nestor Ave	3/17/2026
William Turner	William Turner	20124 Nestor Ave	3/17/26
Elsie Francis	Elsie Francis	20124 Nestor Ave	3/17/26
Malick Francis	Malick Francis	20124 Nestor Ave	3/17/26

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Printed Name	Signature	Address	Date
Jaclyn Taylor		20218 Tajauta	3/17/2026
Sharon Deloach	Sharon Deloach	20218 Dolores Ave	3/17/2026
Stephana Rayson	Stephana Rayson	19812 Midtown Ave	3/18/26
Kevin A. Rayson	Kevin Rayson	19812 Midtown Ave	3/18/26
Myrtle Rayson	Myrtle J. Rayson	19812 Midtown Ave	3/18/26
Harriett Graves	Harriett Graves	20112 Hilford Ave	3/18/26
Reginald Zachery	Reginald Zachery	20004 Pricetown Ave	3/18/26
Phyllis Hayes	Phyllis Hayes	20022 Midtown Ave	3.18.26

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Printed Name	Signature	Address	Date
Nicole Tyler	Nicole Tyler	1536 E. Cyrene Dr.	6/15/26.
LaVona Thomas		20124 Radlett Ave	6/15/26
Belinda Lewis-Lott		19109 Pericetown Ave	6/15/26
Michael Renth Verner		1558 E Cyrene Dr	6-18-26
Esayas Ayela		1562 E Cyrene Dr	6-18-26
Cynthia Osuji		1541 E Cyrene Dr	6-18-26
Tony Arceas		20113 Nestor Dr	6-18-26
James Francois		20103 Nestor AV	6-18-26
Robbin Caesar	Robbin Caesar	20025 Nestor Ave	6-18-2026
Gloria Merino		20002 Nestor Ave	6-18-2026

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Printed Name	Signature	Address	Date
DONNIE K. STEWART		20218 RADLETT AVE	06-15-26
Phyllis Hayes	Phyllis Hayes	20022 Midtown Ave	6.15.26
Henry L Taylor	Henry L Taylor	20009 Midtown Ave	6-15-26
Anna Smith	Anna Smith	20002 Midtown Ave	6-15-26
Lee Ethel Anderson	Lee Anderson	19822 Midtown Ave	6-15-26
Stephana Rayson	Stephana Rayson	19812 midtown ave	6-15-26
Rayson Jr	Jason Rayson	19812 Midtown Ave	6-15-26
Kevin Rayson		19812 Midtown Ave	6-15-26
J B Walker		19806 Midtown	6-15 2026
Samantha Perry		19803 Midtown	6-15-2026

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Printed Name	Signature	Address	Date
DOREEN BEAUPIERRE		1524 E. CYRENE DRIVE, CA	6/15/2026
Simeon Beaupierre		1524 E Cyrene Drive, CA	6/15/2026
Romaine Y. Carter		2014 Pricetown Ave	6-15-26
Blondelle Grant		20110 Tajauta Ave	6/15/26
CARRIE THOMAS		19823 PRICETOWN AVE	6/15/26
TDi Butler		19813 Pricetown	6/15/2026
Alliyah Elsman		19725 pricetown Ave	6/15/2026
Andy Alcaraz		19725 Pricetown Ave	6/15/2026
RICHARD PAURA		19725 PRICETOWN AVE	6/15/2026
Kay Roberson	Kay Roberson	19719 Pricetown Ave	6/15/26

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Printed Name	Signature	Address	Date
Roquette Joseph		20019 Midtown Ave	06/15/26
Austin Bracke		20208 Hillford Ave	6/15/26
Lynn Johnson		20119 Hillford Ave	6/16/26
Rose M Butler		20109 Hillford Ave	6/16/26
JOAN GIVENS		20024 S. Hillford AVE	6/16/2026
DWAIN TOLLISON		1471 E. Abbottson St.	6-16-26
JoAnna Gordon		1457 E. Abbottson st	6-16-26
Jeron Mills		20003 Hillford Ave	6-16-26

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Printed Name	Signature	Address	Date
Shirley Jones	Shirley Jones	20103 Pricetown Ave	6/15/26
James Hawkins	James Hawkins	20008 Pricetown Ave	6/15/26
Dylan Elliot		20118 Hillford Ave	6/16/26
Roongsit Phewkliang		20102 Hillford Ave	06/16/2026
Shyra Jones		19803 Pricetown Ave	6/16/2026
		20113 pricetown Ave	6/19/2026
Alfred Howard	Alfred Howard	19812 Pricetown Ave.	6/19/2026

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Printed Name	Signature	Address	Date
William Turner	William Turner	20124 Nestor Ave	6-18-26
DAVID JONES		20119 Nestor Ave	6-18-26
CATHERINE RHONE		20112 NESTOR AVE	6-18-26
DENISE HOWARD		20112 NESTOR AVE	6-18-26
MILDRED CASEY		20015 Nestor Ave	6-18-26
Betty Coleman	Betty Coleman	20015 Nestor Ave	6-18-26
GEORGE ARMSTRONG		1437 Abbottson Ave	6/18/26
Don Motherstead	Don Motherstead	20213 Nestor Ave	6/19/2026
SARAH MINOR	Sarah Minor	20219 Nestor Ave	06/19/26
JACQUELINE HOWE	Jacqueline Howe	1427 E. ABBOTTSON ST	6/19/26

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Printed Name	Signature	Address	Date
Albert Owens	Albert Owens	20217 Nestor Ave	06-18-24
Keely Chaisson		20209 Nestor ave	6-18-24
Cheryl Wilson	Cheryl Wils	20105 Nestor Ave	6.18.24
Ebony Streets		20113 Nestor Ave	6-18-24
Kennedy Streets		20113 Nestor Ave	6/18/24
Gwendolyn Cooper		20024 Nestor Ave	6/18/24
Eric Harris		20124 Radlett ave	6/19/24
Joe/Mc Knight		20031 Radlett Ave	6/19/24
DAVID HANKINS		20024 RADLETT AVE	6/19/24
Mostafa Soroush		19813 Midtown Ave	6/19/24

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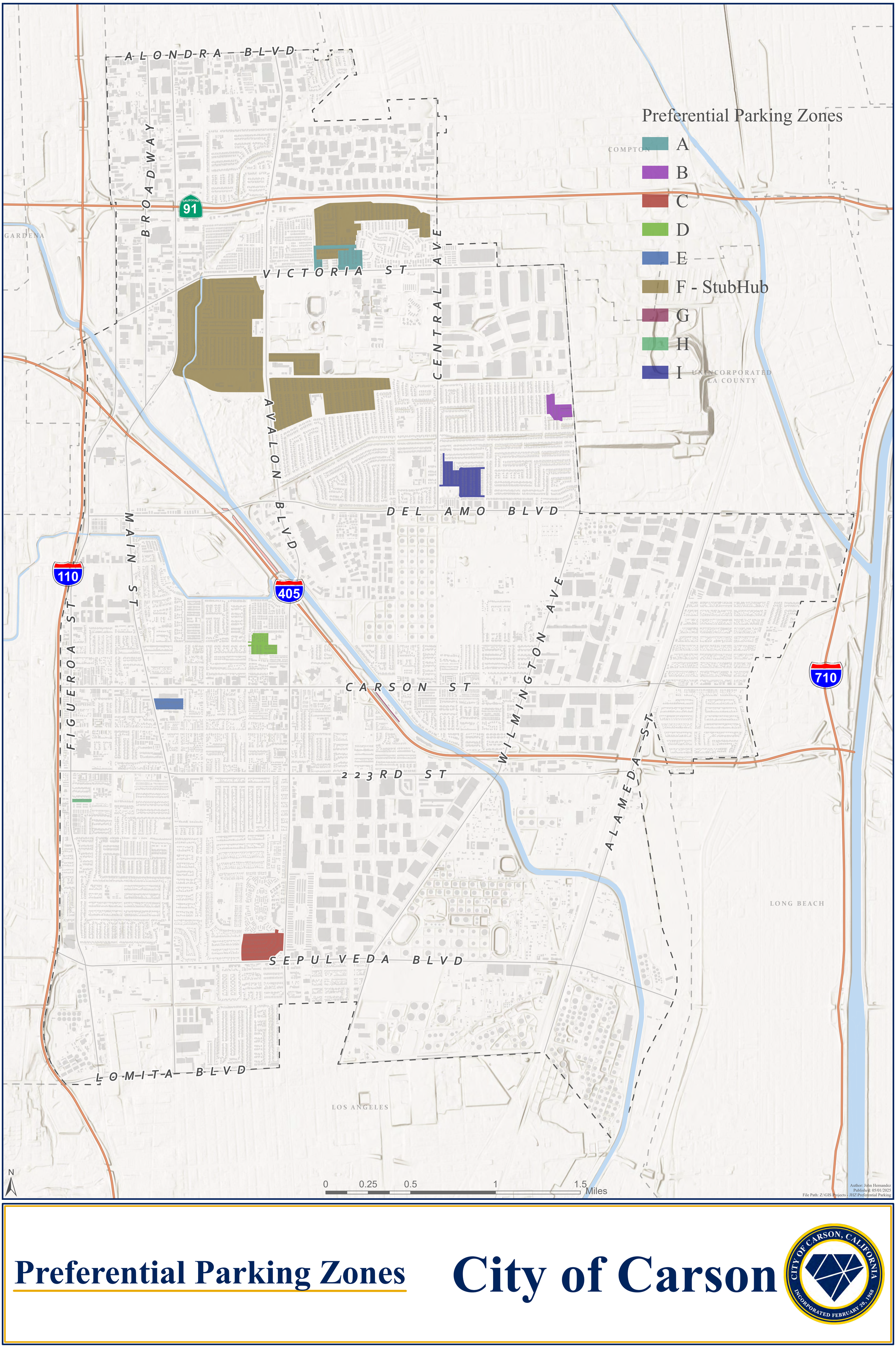
Printed Name	Signature	Address	Date
Lois Koath.		2026 Thirdtown Ave	06/19/26
Fusica Pacino		2010 Midtown	6/19/26
Ernest & Debbi Thompson		20023 Midtown Avenue	06/19/2026

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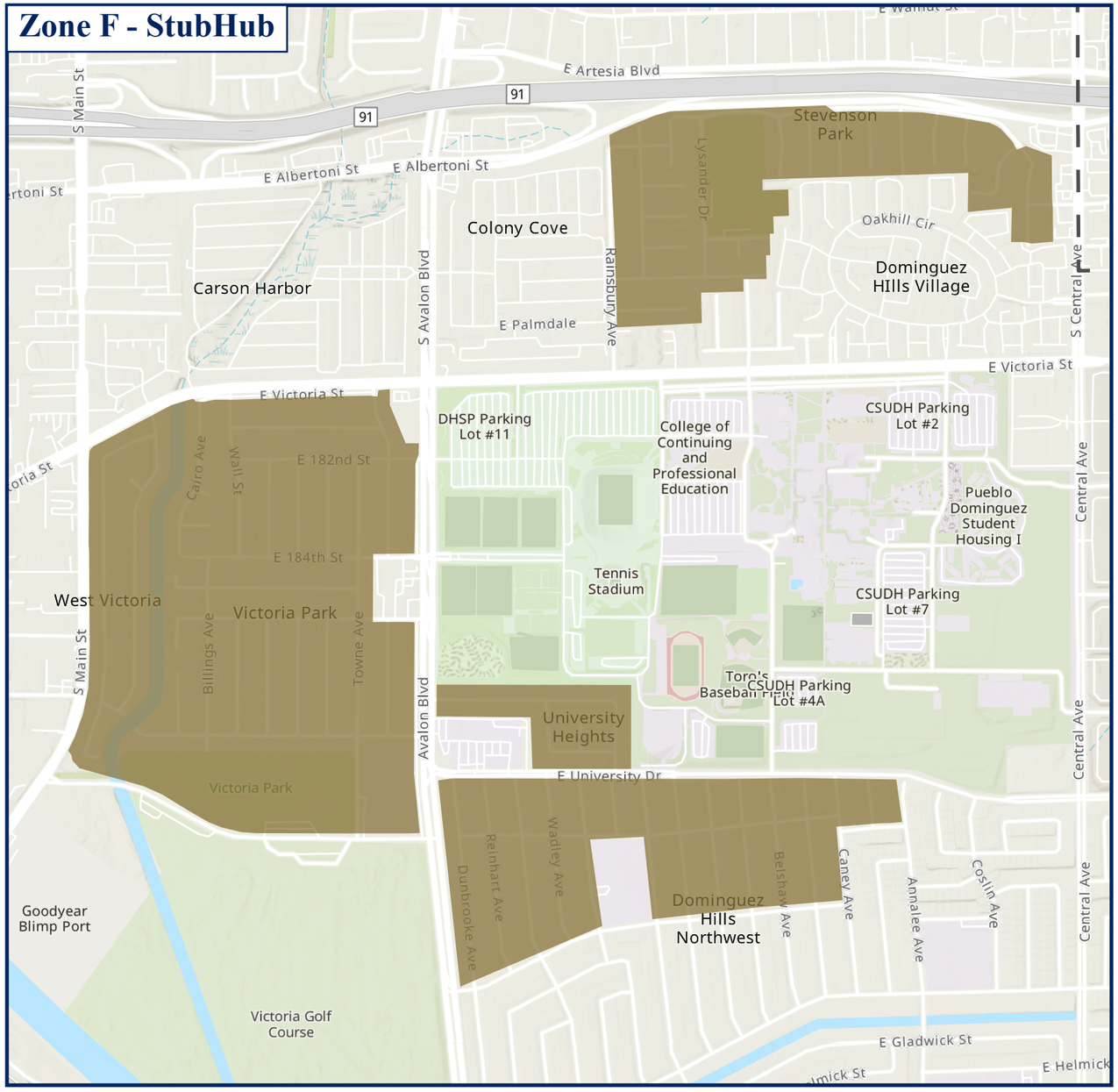
Printed Name	Signature	Address	Date
MARY D. NEWMAN	Mary D. Newman	20202 HILL FORD AVE CARSON, CA 90746-3116	6-20-2026
Kesha Newman	Kesha Newman	20202 South Hillford Ave Carson, California 90746	6-20-2026



Preferential Parking Zones

City of Carson

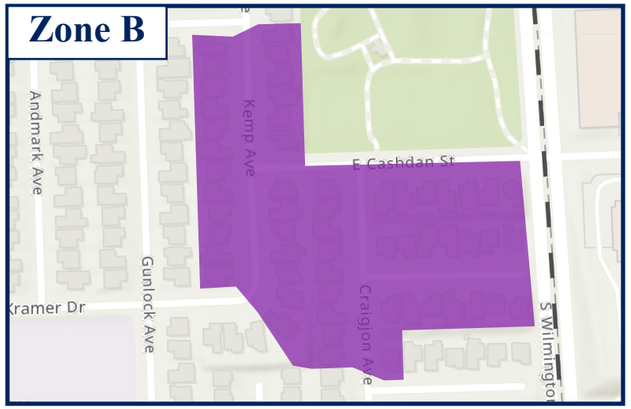
Zone F - StubHub



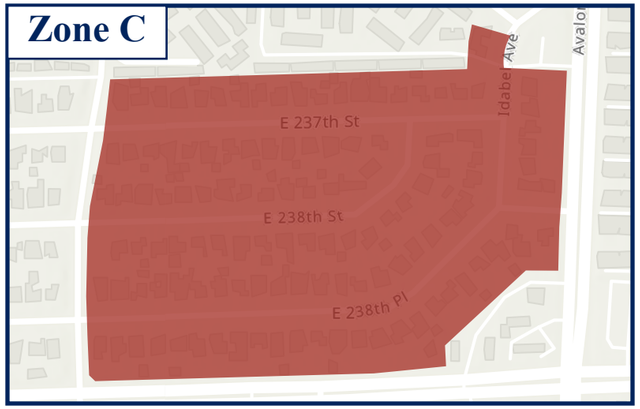
Zone A



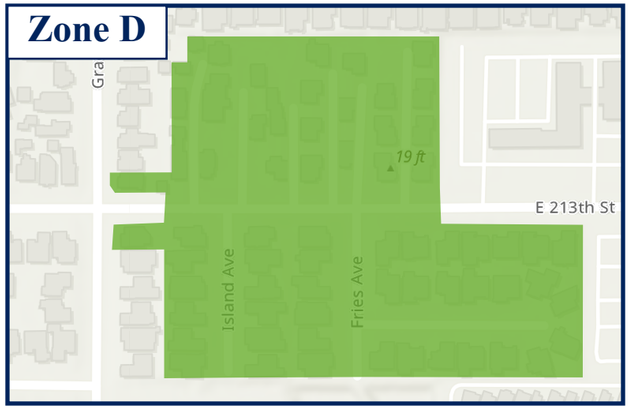
Zone B



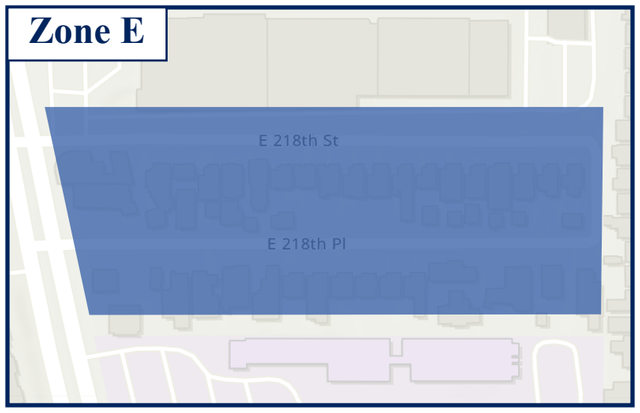
Zone C



Zone D



Zone E



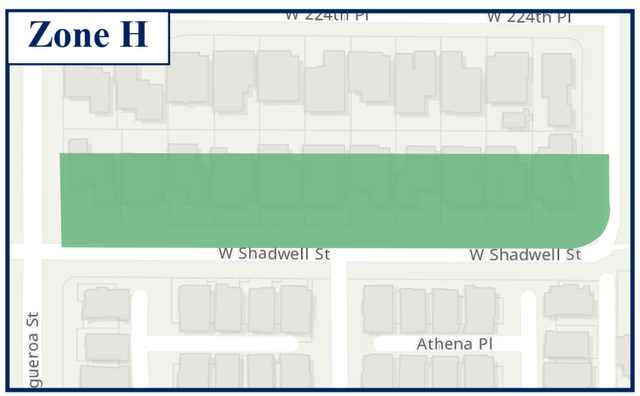
Zone G



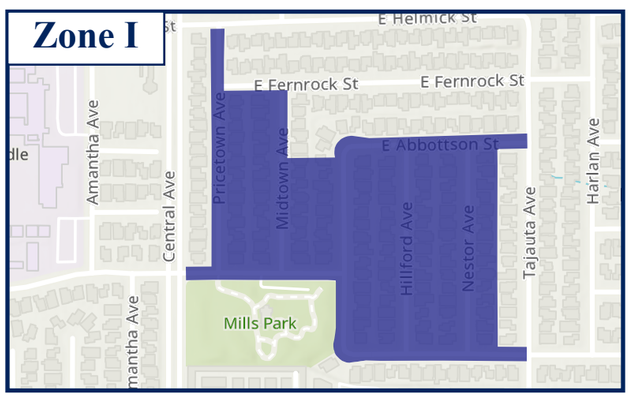
City of Carson
Preferential Parking Zones

Author: John Hernandez
Date Published: 04/30/2025
File Path: Z:\GIS Projects - JHZ\Preferential Parking

Zone H



Zone I



CITY OF CARSON

701 East Carson Street

Report to Honorable Mayor and City Council

Tuesday, August 4, 2026, 5:00 PM

DISCUSSION 27.

To: Honorable Mayor and City Council

From: Dr. Arlington Rodgers, Director of Public Works PW Engineering

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

I. SUMMARY

Project No. 1636: Mills Park Site Improvements and Project No. 1795: Mills Park Building Renovations and Building Perimeter Site Improvements is listed in the City's Capital Improvement Program (CIP) and is programmed for Fiscal Year (FY) 2026/27. Project No. 1636, will modernize the 4.45-acre community park with a new playground, basketball court, fitness court, picnic areas, walkways, drainage and irrigation improvements, landscaping, and other park amenities. Project No. 1636 was originally awarded to MBC Enterprise in 2024; however, the contractor failed to make satisfactory progress, resulting in a Notice of Default, and suspension of work, and following unsuccessful attempts to resolve the matter, the City terminated the contract. Separately, Project No. 1795 which includes expansion and renovation of the existing park building, new public restrooms, a splash pad, and related site improvements, was advertised in 2025, but all bids solicited were rejected due to bid irregularities and bidder non-responsiveness.

To improve project coordination, streamline contract administration, reduce construction impacts, and achieve potential cost savings, staff combined the remaining work under both projects into a single construction contract. The combined project was advertised under IFB No. 26-16 in the *Daily Journal*, and through the PlanetBids portal from May 21, 2026, to July 2, 2026. Three (3) firms submitted bids which were opened by the Purchasing Division in the City Clerk's office and read aloud on July 2, 2026. The two apparent low bidders were determined to be non-responsive because they did not comply with the requirements of the Invitation for Bids. Accordingly, PUB Construction, Inc. was determined to be the lowest responsive and responsible bidder with a bid amount of $8,784,777.00.

However, Klassic Engineering and Construction, Inc., the second lowest bidder, submitted a bid protest under Section 2613 of the Carson Municipal Code and the City Council is being asked to make a determination on the merits of the protest pursuant to Section 2613(h)(6). If Council determines the bid protest is without merit, then staff requests that Council award the contract to the lowest responsive and responsible bidder, PUB Construction, Inc., in an amount not to exceed $8,784,777.00. If Council determines the bid protest is meritorious, then it is recommended that no contract be awarded until further investigation can be conducted by staff.

II. RECOMMENDATION

TAKE the following actions:

1. RULE on merits of the bid protest submitted by second lowest bidder, Klassic Engineering and Construction, Inc. unless the protest has been rescinded.
2. AWARD a Construction Contract to the lowest responsive and responsible bidder, PUB Construction Inc. for Project No. 1636: Mills Park Site Improvements and Project No. 1795 Mills Park Building Renovations and Building Perimeter Site Improvements, in an amount not to exceed $8,784,777.00.
3. AUTHORIZE the expenditure of construction contingencies in the amount of $878,478.00 (10%) for any unforeseen construction work and other additional work the City may request as appropriate that may be necessary to complete this project.
4. AUTHORIZE the Mayor to execute a Construction Contract with PUB Construction Inc. following approval as to form by the City Attorney.
5. ADOPT Resolution No. 26-085, "A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2026-27 BUDGET IN THE GENERAL FUND, SPECIAL REVENUE FUNDS, ENTERPRISE FUNDS, AND THE CAPITAL IMPROVEMENT PROGRAM (CIP) FUND", adding $3,000,000 of DIF funds to the project for a revised total project authority of $10,000,000.
6. AMEND the FY26/27 CIP plan to reflect the update to the project funding.

III. ALTERNATIVES

1. DO NOT APPROVE the above recommendations. However, staff will not be able to proceed with the construction of the project.
2. TAKE another action the City Council deems appropriate, consistent with the requirements of the law.

IV. BACKGROUND

Project No. 1636 – Mills Park Site Improvements

Mills Park is an approximately 4.45-acre community park located at the southeast corner of Central Avenue and East Dimondale Drive in the City of Carson. Project No. 1636, Mills Park Site Improvements, is included in the City's FY 2026/27 Capital Improvement Program (CIP). The project includes construction of a new playground with shade structures, a full-size basketball court, a fitness court with a shade structure, reconstructed picnic areas with permeable paver foundations to comply with Low Impact Development (LID) requirements, new concrete walkways, expanded drainage and irrigation systems, new turf, and site furnishings.

Project No. 1636 was originally advertised as a standalone project in 2024. On October 1, 2024, the City Council awarded a construction contract to MBC Enterprises, Inc. in an amount not to exceed $3,445,254.00. Construction commenced in February 17, 2025 allowing 120 working days for completion. During construction, the City approved 25 calendar days of contract time extension due to unforeseen site conditions and weather-related delays, extending the completion date to September 12, 2025.

The contractor failed to make satisfactory progress and completed only approximately 30 percent of the work despite approved time extensions. The work completed included demolition and site clearing, earthwork and grading, sidewalk reconstruction, basketball court pavement, storm drain improvements, exterior lighting, retaining walls, and irrigation system modifications.

On September 15, 2025, the City issued a Notice of Default based on several contract performance deficiencies, including failure to complete the work within the contract time, inability to procure materials due to financial constraints, requests for the City to purchase contract materials through joint-check arrangements, subcontracting issues, and failure to maintain the required general liability insurance.

On October 2, 2025, the City issued a Notice of Suspension, and MBC Enterprises ceased work on the project. The City paid MBC Enterprise for work satisfactorily completed through July 2025. Payment requests submitted for August and September 2025 were withheld after the City's Project Manager and Construction Manager received stop-payment notices from vendors and subcontractors. The City thereafter terminated the contract and initiated the process to rebid the remaining work.

Following demobilization, MBC Enterprises left construction debris, project materials, site furnishings, steel shade structure columns, and a storage container containing basketball equipment and miscellaneous project materials at the site. The eastern portion of the construction area remains secured with temporary fencing maintained by the Public Works Department. Since October 2025, the Assistant City Attorney has attempted to negotiate a settlement with MBC Enterprises through its former legal counsel, Feldman & Associates, with respect to the contract termination, treatment of materials already delivered to the project site and payment therefor, and other related issues. On June 16, 2026, the City was notified that Feldman & Associates no longer represented MBC Enterprises. As of July 2026, MBC Enterprises has been non-responsive to the City.

Project No. 1795 – Mills Park Building Renovations and Building Perimeter Site Improvements

Project No. 1795 includes an approximately 1,400-square-foot building expansion to provide additional office space, exterior public restrooms, a splash pad equipment room, and additional storage. The project also includes exterior façade improvements, interior renovations consisting of new flooring, kitchen upgrades, restroom improvements, office expansion, construction of new concrete walkways, and replacement of the existing wading pool with a new splash pad featuring integrated bleacher seating.

BOA Architecture was retained to prepare the plans, specifications, and cost estimate for the project. The construction documents were completed and approved by the Building and Safety Division on April 22, 2025. Project No. 1795 (IFB No. 25-10) was separately advertised on April 24, 2025, through the *Daily Journal* and PlanetBids. Five bids were received on May 22, 2025. After evaluating the bids, staff determined that none satisfied the requirements of the Invitation for Bids due to bid irregularities and bidder non-responsiveness. Accordingly, the Purchasing Manager, with concurrence from the Assistant City Attorney, recommended rejection of all bids. On June 17, 2025, the City Council authorized rejection of all bids and directed staff to re-advertise the project.

Following the suspension of work on Project No. 1636 and the rejection of bids for Project No. 1795, staff was informed that the anticipated grant funding for portions of both projects was not awarded. As a result, the remaining available funding was insufficient to proceed with construction. Accordingly, both projects were placed on hold while the City Attorney's Office pursued a settlement with the previous contractor for Project No. 1636 and staff identified alternative funding sources.

During adoption of the FY 2026/27 Budget, the City Council approved approximately $4 million in additional funding for the Mills Park projects and directed staff to return with a construction contract for award at the earliest opportunity. Rather than re-advertising Project No. 1795 as a standalone project, staff elected to combine it with the remaining work under Project No. 1636 into a single construction contract. Consolidating the projects will allow the City to utilize one contractor for all improvements at Mills Park, resulting in improved project coordination, streamlined contract administration, reduced construction impacts, and potential cost savings through economies of scale.

Combined Projects No. 1636 and No. 1795:

Following the suspension of Project No. 1636 and the rejection of bids for Project No. 1795, staff combined the remaining work under both projects into a single construction contract for all improvements at Mills Park. The combined project was advertised as Invitation for Bids (IFB) No. 26-16 through the *Daily Journal* and through PlanetBids from May 21, 2026, through July 2, 2026. The bid opening was extended to July 2, 2026, to allow sufficient time to respond to bidder inquiries and issue plan and specification addenda.

Three bids were publicly opened on July 2, 2026. Following a detailed review of the bid documents, staff determined that the apparent low bidder, Builders United LLC, was non-responsive because it did not possess the required California Class A General Engineering Contractor's License and proposed to perform less than 50 percent of the work with its own forces, which did not comply with the requirements of the Invitation for Bids. Staff further determined that the second apparent low bidder, Klassic Engineering and Construction, Inc., was also non-responsive because it submitted its bid using an incorrect bid proposal form rather than the bid sheet included in the Invitation for Bids, rendering the bid non-responsive to the solicitation requirements.

Accordingly, PUB Construction, Inc. was determined to be the lowest responsive and responsible bidder, having submitted a complete bid package that complied with all material requirements of the Invitation for Bids. Staff verified that PUB Construction, Inc. possesses the required contractor's license, submitted the required bid bond, and has successfully completed projects of similar scope and complexity.

The bid results are listed below:

No.	Bidder	Place of Business	Bid Amount
1.	Builders United LLC	Las Vegas, NV	$7,611,479.99
2.	Klassic Engineering & Construction Inc.	Orange, CA	$7,733,527.50
3.	PUB Construction Inc.	Diamond Bar, CA	$8,784,777.00

PUB Construction Inc. is a qualified contractor licensed by the State of California. The bid bond, in the amount of 10% of the total bid, as supplied by Developers Surety and Indemnity Company, is in order, and was submitted with the bid. The contractor’s references have been checked, and it has been verified that the contractor has completed similar projects in an acceptable manner.

The anticipated project schedule is as follows:

Milestone	Date
Bid Opening	July 2, 2026
City Council Award	August 4, 2026
Contract Execution	August 18, 2026
Purchase Order Issuance	August 25, 2026
Start of Construction	September 15, 2026
Completion of Project No. 1636	March 30, 2027
Completion of Project No. 1795	September 30, 2027

Prior to the start of construction, the City will provide advance notification to nearby residents, businesses, park users, and community organizations regarding the project scope, anticipated construction schedule, temporary park and facility closures, and potential construction-related impacts.

Throughout construction, staff will coordinate with the City's Public Information Office (PIO) to provide timely project updates through the City's website, social media platforms, and other available communication channels. Project information and schedule updates will also be posted at Mills Park through temporary construction signage and informational notices.

In addition, the City's Engineering Division, Parks and Recreation Department, and the construction management team will work closely with the contractor to minimize disruptions to the surrounding community. Staff will respond promptly to public inquiries and concerns throughout construction and will coordinate with affected stakeholders to address access, safety, and operational issues as they arise.

The construction schedule is subject to adjustment due to weather conditions, unforeseen site conditions, and other factors beyond the City's control.

Staff requests that the City Council award the construction contract to the lowest responsive and responsible bidder, PUB Construction, Inc. in an amount not to exceed $8,784,777.00.

Bid Protest:

Klassic Engineering & Construction Inc. (KEC) submitted a bid schedule and a bid price based thereon, according to an outdated bid schedule, as the schedule was updated through IFB Addendum 2; KEC claims it was unaware of the updated version, even though the City's Planet Bids records confirm that KEC downloaded the referenced Addendum No. 2 documents, including the file titled "ADDENDUM 2 – 1. IFB 26-16 – Front Specifications Bid Addendum Set," which KEC downloaded on June 24, 2026. The City received a bid protest from KEC on July 27, 2026 through its legal counsel, alleging the City's solicitation documents were defective.

Importantly, KEC failed to file the bid protest in a timely manner as required by CMC Section 2613(f), which solely governs allegations of defects in the City's solicitation documents. Section 2613(f) states "Interested parties wishing to protest City solicitation documents must do so ***before the final date to accept bids and within five (5) business days after the date the solicitation documents are issued or amended***." KEC's protest letter asserts defects in the City's IFB and related addenda (i.e., solicitation documents). In the protest letter, KEC alleges the City failed to include the revised bid schedule as part of Addendum 2 and did not provide bidders direction on where to locate the reference to the revised bid schedule, and that such failure constitutes a defect in the bid solicitation. This allegation is found on page 3 of the protest letter which states "The City failed to do so and this failure is a substantial ***defect, error or omission in the solicitation documents*** that warrants the rejection of all bids and a complete rebidding of the Project"; and "To the extent any additional documents or information were to have been incorporated into the Addenda by reference, the City omitted any reference to these documents and information." On page 4, KEC further states that City's failure "rendered the solicitation incomplete and substantially defective."

Under Section 2613(f), the final date to accept bids was July 2, 2026 and Addendum 3 (the final addendum) was issued June 25, 2026. Accordingly, KEC's deadline to file a bid protest was July 2, 2026. Because the bid protest wasn't filed until July 27, 2026 (KEC missed its filing deadline by 25 days), through a letter dated July 30, 2026, the City rejected KEC's protest as being untimely. However, even if the City were to consider the merits of the protest, the City's proposed award of the project to PUB Construction, Inc. would remain unchanged as detailed in the City's response letter where the City flatly rejected KEC's assertions that Addendum 2 failed to contain sufficient information to notify bidders that the bid schedule was updated. The bid protest was denied because the assertions made about deficiencies in Addendum 2 are false. Addendum No. 2 expressly provided clear and unambiguous notice to ALL prospective bidders that the addendum contained revisions, clarification, and additional information to the solicitation documents and that the addendum was incorporated into the solicitation. Additionally, KEC's bid defect is not waivable by the City under state laws.

California jurisprudence is clear that bids containing irregularities that are non-material in nature may be waived and the agency has the discretion to accept or reject the bid. A bid which contains an immaterial deviation may be accepted, but is not required to be accepted, at the public agency's discretion. *MCM Construction, Inc., v. City and County of San Francisco*, 66 Cal. App. 4th 359 (1998). Bids that are materially non-responsive must be rejected and the agency has no discretion to do otherwise. Bids are materially non-responsive if the variance impacts pricing or gives a contractor a competitive advantage. *Valley Crest Landscape, Inc. v. City of Davis*, 41 Cal.App.4th 1432 (1996). Here, KEC's bid was defective because it included an outdated bid schedule which clearly impacted pricing because the bid schedule includes bid items and unit pricing. This is a material non-waivable deviation where the City must reject the bid.

The City Council is now being asked to make a determination on KEC's bid protest pursuant to Section 2613(h)(6) of the CMC. Both the protest letter, City's response to the letter and any other relevant correspondence and documents related thereto will be provided to Council as a supplement to this report before the Council meeting. If Council determines the bid protest is without merit, then staff requests that Council award a contract to PUB Construction, Inc. If Council determines the bid protest is meritorious, then it is recommended that no contract be awarded until further investigation can be conducted by staff.

V. FISCAL IMPACT

Assuming Council elects to award the contract to PUB Construction, Inc., the total construction bid amount for the project is $8,784,777.00. Staff is recommending a 10% construction contingency in the amount of $878,478.00 to address unforeseen site conditions, change orders, and additional work that may be necessary to successfully complete the project. The total requested authorized construction budget, including the contingency, is $9,663,255.00.

Funding for the projects in the amount of $7,000,000 is included in the adopted FY 2026/27 Capital Improvement Program budget and is available from the following funding sources:

- General Fund Account No. 101-99-999-904-8005, $2,000,000 – PW1795
- General Fund Account No. 101-99-999-904-8008, $2,000,000 – PW1636
- 2024 Lease Revenue Bond Account No. 775-99-999-904-8008, $3,000,000 – PW1636

The proposed Resolution No. 26-085 will add an additional $3,000,000 to the projects which will address the approximately $2.7M shortfall needed to cover the construction contract with PUB Construction Inc, and the project contingency. If approved, the Resolution will add the funds as follows:

- Development Impact Fees No. 289-99-999-904-8008, $1,000,000 – PW1636
- Development Impact Fees No. 289-99-999-904-8005, $2,000,000 – PW1795

VI. EXHIBITS

1. Bid Register & Bid Results
2. Construction Contract
3. Resolution 26-085
4. Amended FY26/27 CIP

Attachments

1. Bid Register
2. (PUB Construction) IFB 26-16 Agreement
3. Resolution 26-085
4. Amended FY26/27 CIP

City Clerk's Office
RECEIVED
7-2-26

CITY OF CARSON
BID REGISTER

NAME OF PROJECT: *IFB 26-16 – PROJECT NO. PW1636 MILLS PARK SITE IMPROVEMENTS ~~& PROJECT~~ NO. PW1795 MILLS PARKS BUILDING RENOVATIONS AND BUILDING PERIMETER SITE IMPROVEMENTS*

BID OPENING DATE: *07-02-26* **TIME:** *10:00 A.M.*

#	COMPANY	COMPANY CONTACT (If Applicable)	PLANET BID DATE/TIME RECEIVED	HARD COPY DATE/TIME RECEIVED	TOTAL	
1.	Builders United	~~Kati~~ Dani Tellez	7/2/26 9:48a.m.	—	$7,611,479.99	
2.	Klassic Engineering & Construction Inc	Keivan. shirali	7/2/26 9:51a.m.	—	$7,733,527.50	
3.	PUB Construction Inc	Steve Lee	7/2/26 9:52a.m.	—	$8,784,777.00	
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						

Opened By: N/A (Print Legibly) JL (Initials) Staff Present: VICTOR LOPEZ (Print Legibly) VL. (Initials)

City Clerk: Jg Finance Deputy City Clerk (Signature) PlanetBids Opened By: Elaine Bedwell (Print Legibly) eb (Initials)

PUBLIC WORKS AGREEMENT
BETWEEN THE CITY OF CARSON AND
PUB CONSTRUCTION, INC.

THIS PUBLIC WORKS AGREEMENT ("**Agreement**") is made and entered into this ____ day of _____, 2026, by and between the City of Carson, a California charter city ("**City**") and PUB Construction, Inc., a California corporation ("**Contractor**"). City and Contractor may be referred to, sometimes individually or collectively, as "Party" or "Parties."

RECITALS

A. The City desires to retain Contractor, on an independent contractor basis, to perform services for public works, as more particularly described below.

B. Contractor represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

C. Pursuant to the City of Carson Municipal Code and California state law, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Contractor for performance of the services and desire that the terms of that performance be as particularly defined and described herein.

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

AGREEMENT

ARTICLE 1. CONTRACTOR SERVICES

1.1 Scope of Work.

The Contractor shall perform all of the work, furnish all labor, materials, equipment, tools, utility services, and transportation, and comply with all of the specifications and requirements in the Bid Documents for the project entitled **Project No. PW 1636 Mills Park Site Improvements and Project No. PW 1795 Mills Park Building Renovations and Building Perimeter Site Improvements** ("**Project**"). All such work shall be performed in a good and workmanlike manner, as reasonably determined by the City, and shall be performed in compliance with all local, state, and federal laws and regulations. As used herein, "**Bid Documents**" refers to all of the documents included in the solicitation of bids for the Project, including but not limited to, the Invitation for Bids, Instructions to Bidders, Bid or Bid Proposal, Contract Documents, Special Provisions, Technical Provisions, Construction Plans, Standard Plans, Drawings, Reference Specifications, all applicable permit requirements, any addenda, any applicable Project Labor Agreement, and any other documents included, referenced, or incorporated therein. The Bid

Documents are incorporated into this Agreement and made part hereof. In the event of any conflict between the terms of the Bid Documents and this Agreement, the terms of this Agreement shall govern.

1.2 Incorporation of Greenbook.

The provisions of the 2024 Edition of the Standard Specifications for Public Works Construction, as updated by errata, ("Greenbook") are incorporated herein, except as explicitly modified by the Bid Documents. In the event of any conflict between the provisions of the Greenbook and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Labor and Wage Laws.

(a) Public Work. The Parties acknowledge that the work to be performed under this Agreement is a "public work" as defined in Labor Code Section 1720 and that this Agreement is therefore subject to the requirements of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works contracts and the rules and regulations established by the Department of Industrial Relations ("**DIR**") implementing such statutes. The work performed under this Agreement is subject to compliance monitoring and enforcement by the DIR. Contractor shall post job site notices, as prescribed by regulation.

(b) Registration with DIR. Pursuant to Labor Code section 1771.1, Contractor and all subcontractors must be registered with, and pay an annual fee to, the DIR prior to and during the performance of any work under this Agreement.

(c) Prevailing Wages. Contractor shall pay prevailing wages to the extent required by Labor Code Section 1771. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at City Hall and will be made available to any interested party on request. By initiating any work under this Agreement, Contractor acknowledges receipt of a copy of the DIR determination of the prevailing rate of per diem wages, and Contractor shall post a copy of the same at each job site where work is performed under this Agreement. If this Agreement is subject to the payment of federal prevailing wages under the Davis-Bacon Act (40 U.S.C. § 3141 *et seq.*), then Contractor shall pay the higher of either the state for federal prevailing wage applicable to each laborer.

(d) Penalty for Failure to Pay Prevailing Wages. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the City, forfeit two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

(e) Payroll Records. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the City of the location of the records.

(f) Apprentices. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

(g) Eight-Hour Work Day. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810.

(h) Penalties for Excess Hours. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars ($25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half (1½) times the basic rate of pay.

(i) Workers' Compensation. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. In accordance with the provisions of California Labor Code Section 1861, Contractor certifies as follows:

> "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

(j) Contractor's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Contractor shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any such failure by any subcontractor.

1.4 Compliance with Project Labor Agreement

If and to the extent that the work to be performed under this Agreement is within the scope of the City's Project Labor Agreement, which was fully executed as of March 4, 2020, by and between the City and the Los Angeles/Orange Counties Building and Construction Trades Council and the Signatory Craft Councils and Unions (the "Project Labor Agreement"), City and Contractor acknowledge and agree that Contractor is required to comply with the provisions of the Project Labor Agreement, and that in the event of a conflict between the provisions of this Agreement and the Project Labor Agreement, the Project Labor Agreement shall supersede and take precedence over the conflicting provision(s) of this Agreement.

1.5 Licenses, Permits, Fees and Assessments.

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

1.6 Familiarity with Work.

By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of work to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder.

1.7 Discovery of Unknown Conditions.

(a) Pursuant to Public Contract Code section 7104, Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any: (i) material Contractor believes may be hazardous waste as defined in Section 25117 of the Health & Safety Code required to be removed to a Class I, II, or III disposal site in accordance with existing law; (ii) subsurface or latent physical conditions at the site, materially different from those indicated by information about the site made available to bidders prior to the deadline for submitting bids on the project; or (iii) unknown physical conditions at the site of any unusual nature, different from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement.

(b) City shall promptly investigate the conditions, and if it finds that the conditions do materially differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work, shall issue a change order in accordance with this Agreement.

(c) In the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date set, but shall proceed with all work to be performed under the Agreement. Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

1.8 Unidentified Utilities.

To the extent required by Government Code section 4215, City will compensate Contractor for the cost of locating, repairing damage not due to the failure of Contractor to exercise reasonable care, and removing or relocating utility facilities not identified by City in the Bid Documents with reasonable accuracy, and for equipment on the project necessarily idled during such work. Nothing herein shall be deemed to require City to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the project site can be inferred from the presence of other visible facilities, such as buildings, meters, and junction boxes, on or adjacent to the site of the construction; provided, however, nothing herein shall relieve City from identifying main or trunklines in the plans and specifications. If Contractor, while performing the work, discovers utility facilities not identified by City in the plans or specifications, Contractor shall immediately notify City and the utility in writing. This Agreement is subject to Government Code sections 4126 through 4216.9. Contractor must notify utilities and obtain an identification number before excavation or be subject to liability for damages to subsurface installations.

1.9 Trench Excavation.

Pursuant to Labor Code section 6705, if this Agreement is for more than $25,000 and requires the excavation of any trench or trenches five feet or more in depth, Contractor shall submit, in advance of such excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. The plan shall be reviewed and accepted by the City, or a registered civil or structural engineer employed by the City to whom authority has been delegated, prior to the excavation. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. This section shall not be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders. This subsection shall not be construed to impose tort liability on the City or any of its employees. Full compensation for sheeting, shoring, bracing, sloping, and all other provisions required for worker protection shall be considered as included in the contract price shown in the appropriate Bid Item, and no additional compensation will be allowed therefor.

1.10 Protection and Care of Work and Materials.

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

negligence. Stored materials shall be reasonably accessible for inspection. Contractor shall not, without City's consent, assign, sell, mortgage, hypothecate, or remove equipment or materials which have been installed or delivered and which may be necessary for the completion of the work.

1.11 Warranty.

Contractor warrants all work under the Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the work or non-conformance of the work to the Agreement, commence and prosecute with due diligence all work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act as soon as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair, remove and replace any portions of the work (or work of other contractors) damaged by its defective work or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

1.12 Additional Work and Change Orders.

(a) City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Work or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the City's Director of Public Works or City Engineer, or either of their designees, to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor ("**Change Order**"). All Change

Orders must be signed by the Contractor and City's Director of Public Works or City Engineer, or either of their designees, prior to commencing the extra work thereunder.

(b) Any increase in compensation of up to the amount of contingency approved by the City Council at the time the Project was awarded to Contractor plus any additional subsequent contingency approved by the City Council, if any, taken either separately or cumulatively, or any increase in the time to perform of up to one hundred eighty (180) days and which are not detrimental to the Work or to the interest of the City, may be approved by the City's Director of Public Works or City Engineer, or either of their designees. Any greater increases, taken either separately or cumulatively, must be approved by the City Council.

(c) Any adjustment in the Contract Sum for a Change Order must be in accordance with the rates set forth in the Contractor's Bid. If the rates in the Contractor's Bid do not cover the type of work in the Change Order, the cost of such work shall not exceed an amount agreed upon in writing and signed by Contractor and City's Director of Public Works or City Engineer, or either of their designees. If the cost of the Change Order cannot be agreed upon, the City will pay for actual work of the Change Order completed, to the satisfaction of the City, as follows:

(i) Labor: The cost of labor shall be the actual cost for wages of workers and subcontractors performing the work for the Change Order at the time such work is done. The use of labor classifications that would increase the cost of such work shall not be permitted.

(ii) Materials and Equipment: The cost of materials and equipment shall be at cost to Contractor or lowest current price which such materials and equipment are reasonably available at the time the work is done, whichever is lower.

(iii) If the cost of the extra work cannot be agreed upon, the Contractor must provide a daily report that includes invoices for labor, materials and equipment costs for the work under the Change Order. The daily report must include: list of names of workers, classifications, and hours worked; description and list of quantities of materials used; type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable; description of other City authorized services and expenditures in such detail as the City may require. Failure to submit a daily report by the close of the next working day may, at the City's sole and absolute discretion, waive the Contractor's rights for that day.

(d) It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Work. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Work may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors.

(e) No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.13 CARB Compliance.

For a project involving the use of in-use off-road diesel-fueled vehicles, as defined by 13 CCR 2449, Contractor shall obtain copies of the valid Certificates of Reported Compliance, as described in 13 CCR 2449(n), for the fleet performing services pursuant to this contract and all listed subcontractors, if applicable, prior to commencing any work pursuant to this Contract or any renewed contract with that fleet. Contractor shall indemnify, defend and hold harmless the District, its officers, agents, employees and directors from any liability imposed arising from Contractor's violation of any regulation set forth in 13 CCR 2449.

1.14 Special Requirements.

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts set forth in Contractor's Bid attached hereto as Exhibit A and incorporated herein by this reference. Subject to any additions or deductions that may be made by change order or amendment, and any penalties or damages that may be assessed against Contractor, Contractor shall receive total compensation, including reimbursement of Contractor's expenses, of an amount not to exceed **Eight Million Seven Hundred Eighty Four Thousand Seven Hundred Seventy Seven Dollars ($8,784,777.00)** ("**Contract Sum**") for completion of the work.

2.2 Invoices.

Each month Contractor shall furnish to City an original invoice for all work performed during the preceding month using the form attached hereto as Exhibit E and incorporated herein by this reference. By submitting an invoice for payment under this Agreement, Contractor is certifying compliance with all provisions of the Agreement.

All invoices shall include a copy of Contractor's Certified Payroll and proof that Certified Payroll has been submitted to the DIR. Contractor shall also submit a list of the prevailing wage rates (including federal prevailing wage rates, if applicable) for all employees and subcontractors providing services under this Agreement, as applicable, with Contractor's first invoice. If these rates change at any time during the term of the Agreement, Contractor shall submit a new list of rates to the City with its first invoice following the effective date of the rate change.

2.3 Payment.

(a) Payments Made by City. City shall independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed

or expenses incurred by Contractor which are disputed by City, City will cause Contractor to be paid any progress payment within thirty (30) days of receipt of Contractor's correct and undisputed invoice; however, Contractor acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event that City does not cause Contractor to be paid any progress payment within thirty (30) days of receipt of an undisputed and properly submitted invoice and provided the Project is for construction, Contractor shall be entitled to the payment of interest to the extent allowed under Public Contract Code Section 20104.50. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor, not later than seven (7) days after receipt by the City, for correction and resubmission. Returned invoices shall be accompanied by a document setting forth in writing the reasons why the payment request was rejected. Review and payment by the City of any invoice provided by the Contractor shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

(b) Payments Made by Contractor to Subcontractors. Contractor shall remit payments owed to subcontractors within fifteen (15) calendar days after receiving payments by City if payments are owed by Contractor to any subcontractor qualifying as a small business enterprise, and within thirty (30) calendar days if payments are owed by Contractor to any subcontractor other than a small business enterprise.

2.4 Retention.

Pursuant to Section 9203 of the Public Contract Code, City will deduct a five percent (5%) retention from all progress payments, which shall be released to Contractor no later than sixty (60) days from completion of the work in accordance with Section 7107 of the Public Contract Code. In the event of a dispute between City and Contractor, City may withhold from the final payment an amount not to exceed one hundred fifty percent (150%) of the disputed amount.

2.5 Waiver.

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

2.6 Substitution of Securities.

(a) In conformance with the State of California Public Contract Code, Part 5, Section 22300, Contractor may substitute securities for any monies withheld by the City to ensure performance under this Agreement.

(b) At the request and expense of Contractor, Contractor has the option of establishing an escrow account with a state or federally chartered bank which shall serve as an escrow agent, for Contractor's direct deposit of securities as a substitute for retention earnings required to be withheld by the City. Upon Contractor's completion of its obligations hereunder, as evidenced by the City's acceptance of the work pursuant to Section 3.3 hereof, the escrow agent shall return the securities to Contractor. The escrow agent shall notify the City within ten (10) days after deposit of the securities. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention. Securities shall be held in the name of the City and shall designate Contractor as the beneficial owner. Alternatively, on written request of Contractor, the City shall make payments of the retention earnings directly to the escrow account.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Schedule of Performance.

Contractor shall complete Project No. PW 1636 within **120 working days** after receiving a "Notice to Proceed" and Project No. PW1795 within **260 working days** after receiving a "Notice to Proceed" from the City in accordance with any schedule contained in or required to be provided by the Proposal or Bid Documents, and any revisions thereof approved by the City in writing. Time is of the essence. If the work is not completed within said time period, liquidated damages shall apply. The term of this Agreement shall expire one (1) year following City's acceptance of the Project.

3.2 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of One Thousand Dollars ($1,000.00) as liquidated damages for each working day of delay in the performance of any service required hereunder. The City may withhold any accrued liquidated damages from any monies payable on account of services performed by the Contractor. To the extent required by Government Code section 4215, Contractor shall not be assessed liquidated damages for delay in completion of the work when such delay was caused by the failure of the City or owner of the utility to provide for removal or relocation of utility facilities.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the Project Manager in writing of the causes of the delay. The Project Manager shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the

judgment of the Project Manager such delay is justified. The Project Manager's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Final Acceptance.

Acceptance of the Project shall only be by action of the City Council. Neither the acceptance nor any prior inspections or failure to inspect shall constitute a waiver by City of any defects in the work. From and after acceptance, the Project shall be owned and operated by City. As a condition to acceptance, Contractor shall certify to City in writing that all of the work has been performed in strict conformity with the Agreement and that all costs have been paid or supplied to City for security required herein, satisfactory to City, guaranteeing such performance.

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Contractor.

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

Chris Yi	President
(Name)	(Title)
_____	_____
(Name)	(Title)
_____	_____
(Name)	(Title)

The Principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. All personnel of Contractor, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the Principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City. Additionally, Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Contractor shall notify City of any changes in Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Contractor.

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

4.3 Project Manager.

The Project Manager shall be Victor Lopez, P.E. or any other person as may be designated by the City's Director of Public Works or City Engineer. It shall be the Contractor's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager. The Project Manager shall have authority, if specified in writing by the City's Director of Public Works or City Engineer , to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. All subcontractors shall obtain, at its or Contractor's expense, such licenses, permits, registrations and approvals (including from the City) as may be required by law for the performance of any services or work under this Agreement. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all

transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages.

Without limiting Contractor's indemnification of City, and prior to commencement of any services under this Agreement, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

(a) General Liability Insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form ISO CGL CG 00 01 or equivalent, in an amount not less than $5,000,000 per occurrence, $10,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile liability insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form ISO CA 00 01, including "any auto" and endorsement CA 0025 or equivalent, covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $2,000,000 combined single limit for each accident.

(c) Workers' compensation insurance. Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least $1,000,000).

(d) Builder's Risk Insurance. Contractor shall maintain Builder's Risk (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions or provisional limit provisions. The policy must include: (1) coverage for any ensuing loss from faulty workmanship, nonconforming work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the project; (4) ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) ocean marine cargo coverage insuring any project materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the project site or any staging area.

If the Project does not involve new or major reconstruction, then at the option of City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that

provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the work, including during transit, installation, and testing at the Project site.

(e) Pollution Liability Insurance. Contractor shall maintain Environmental Impairment Liability insurance, written on a Contractor's Pollution Liability form or other form acceptable to City providing coverage for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy limit shall be no less than $1,000,000 per claim and $2,000,000 in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

Products/completed operations coverage shall extend a minimum of three (3) years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

5.2 General Insurance Requirements.

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

(b) Proof of Insurance. Contractor shall provide certificates of insurance and endorsements to City as evidence of the insurance coverages required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(c) Duration of Coverage. Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Contractor, its agents, representatives, employees or subcontractors.

(d) Primary/noncontributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by City shall not be required

to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(e) City's Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may cancel this Agreement.

(f) Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

(g) Enforcement of Contract Provisions (non-estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(h) Requirements Not Limiting. Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(i) Notice of Cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(j) Additional Insured Status. General and auto liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) Prohibition of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

(l) Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) Pass Through Clause. Contractor agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

(n) Agency's Right to Revise Specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City and Contractor may renegotiate Contractor's compensation.

(o) Self-Insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

(p) Timely Notice of Claims. Contractor shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional Insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

5.3 Indemnification.

Contractor shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers (each, an "Indemnitee") from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work under this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both City and Contractor, or should City otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse the City

its costs of defense, including without limitation reasonable legal counsels fees, expert fees and all other costs and fees of litigation. The Contractor shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the Contractor's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

Contractor obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of City under any provision of this Agreement, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

5.4 Notification of Third-Party Claims.

City shall timely notify Contractor of the receipt of any third-party claim relating to the work under this Agreement. City shall be entitled to recover from Contractor its reasonable costs incurred in providing such notification.

5.5 Performance and Payment Bonds.

Concurrently with execution of this Agreement, Contractor shall deliver to the City all of the following bonds if the Contract Sum should exceed $25,000:

(a) A performance bond securing the faithful performance of this Agreement, in an amount not less than 100% of the total compensation for this Agreement, as stated in Section 2.1.

(b) A payment bond, securing the payment of all persons furnishing labor and/or materials in connection with the work under this Agreement, in an amount not less than 100% of the total compensation for this Agreement, as stated in Section 2.1.

All bonds shall be on the applicable forms provided in Exhibit "C" and Exhibit "D" attached hereto and made part hereof. The bonds shall each contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his/her power of attorney. The bonds shall be unconditional and remain in force during the entire term of the Agreement until released pursuant to Section 5.7 hereof.

5.6 Sufficiency of Insurer or Surety.

Insurance and bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A-" or better in the most recent edition of

Best's Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better. If the City determines that the work to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the bonds may be changed accordingly upon receipt of written notice from the City's Risk Manager.

5.7 Release of Securities.

City shall release the performance bond and payment bond when the following have occurred:

(a) Contractor has made a written request for release and provided evidence of satisfaction of all other requirements under Article 5 of this Agreement;

(b) the Project has been accepted; and

(c) after passage of the time within which lien claims are required to be made pursuant to applicable laws; if lien claims have been timely filed, City shall hold the payment bond until such claims have been resolved, Contractor has provided statutory bond, or otherwise as required by applicable law.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

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

6.2 Reports.

Contractor shall periodically prepare and submit to the Project Manager such reports concerning the performance of the services required by this Agreement as the Project Manager shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees

that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein, Contractor shall promptly notify the Project Manager of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Project Manager or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the City's sole risk and without liability to Contractor, and Contractor's guarantee and warranties shall not extend to such use, reuse or assignment. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom. Moreover, Contractor with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

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

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

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

(d) Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of

deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT; DEFAULT, SUSPENSION AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Default of Contractor.

Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminate or suspend this Agreement immediately by written notice to Contractor. If the Project Manager determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, the Project Manager shall cause to be served upon Contractor a written notice of the default. Contractor shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that Contractor fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

7.3 Suspension and Termination.

(a) The City may at any time, for any reason, with or without cause, suspend this Agreement, or any portion hereof, by serving upon Contractor at least ten (10) days prior written notice. Upon receipt of said notice, Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends a portion of this Agreement such suspension shall not make void or invalidate the remainder of this Agreement.

(b) This Agreement may be terminated by either party for cause. The City may terminate this Agreement without cause upon thirty (30) days' written notice of termination. Upon termination, Contractor shall be entitled to compensation for completion of any portion of the

Project accepted by City up to the effective date of termination unless any portion of the Project is accepted by City after termination in which event Contractor shall be paid for such completed portion.

7.4 Dispute Resolution Process.

Section 20104 *et seq*. of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial-supervised mediation, and judicial arbitration to resolve disputes on construction claims of $375,000 or less. Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 *et seq*. and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with said statutes.

For purposes of these procedures, "claim" means a separate demand by the Contractor, after the City has denied Contractor's timely and duly made request for payment for extra work and/or a time extension, for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the Agreement and payment of which is not otherwise expressly provided for or the Contractor is not otherwise entitled to, or (C) an amount the payment of which is disputed by the City.

The following requirements apply to all claims to which this section applies:

(a) Claim Submittal. The claim shall be in writing and include the documents necessary to substantiate the claim. Claims governed by this procedure must be filed on or before the date of final payment. Nothing in this section is intended to extend the time limit or supersede notice requirements otherwise provided in the Agreement for the filing of claims, including all requirements pertaining to compensation or payment for extra work, disputed work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

(b) Supporting Documentation. The Contractor shall submit all claims in the following format:

(i) Summary of the claim, including references to the specific Contract Document provisions upon which the claim is based.

(ii) List of documents relating to claim: (a) Specifications, (b) Drawings, (c) Clarifications (Requests for Information), (d) Schedules, and (e) Other.

(iii) Chronology of events and correspondence related to the claim.

(iv) Statement of grounds for the claim.

(v) Analysis of the claim's cost, if any.

(vi) Analysis of the claim's time/schedule impact, if any.

(c) City's Response. Upon receipt of a claim pursuant to this section, City shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 days after the City issues its written statement.

(i) If the City needs approval from the City Council to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the City Council does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the City shall have up to three days following the next duly publicly noticed meeting of the City Council after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

(ii) Within 30 days of receipt of a claim, the City may request in writing additional documentation supporting the claim or relating to defenses or claims the City may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of City and the Contractor.

(iii) The City's written response to the claim, as further documented, shall be submitted to the Contractor within 30 days (if the claim is less than $50,000, within 15 days) after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

(d) Meet and Confer. If the Contractor disputes the City's written response, or the City fails to respond within the time prescribed, the Contractor may so notify the City, in writing, either within 15 days of receipt of the City's response or within 15 days of the City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the City shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the City issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. The City and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing, unless the parties agree to select a mediator at a later time.

(i) If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

(ii) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(iii) Unless otherwise agreed to by the City and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.

(iv) All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.

(f) City's Responses. The City's failure to respond to a claim from the Contractor within the time periods described in this section or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the City's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility of qualifications of the Contractor. City's failure to respond shall not waive City's rights to any subsequent procedures for the resolution of disputed claims.

(g) Government Code Claims. If following the mediation, the claim or any portion remains in dispute, the Contractor must comply with the claim procedures set forth in Government Code Section 900 *et seq.* prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, construction claims, and/or changed conditions, including any required mediation, have been followed by Contractor. If no such Government Code claim is submitted, or if the prerequisite contractual requirements are not satisfied, no action against the City may be filed. A Government Code claim must be filed no earlier than the date that Contractor completes all contractual prerequisites to filing a Government Code claim, including any required mediation. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted. For purposes of Government Code Section 900 *et seq*., the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim to the City until the time the claim is denied, including any period of time utilized by the meet and confer conference or mediation that does not result in a complete resolutions of all claims.

(h) Civil Actions for Claims of $375,000 or Less. The following procedures are established for all civil actions filed to resolve claims totaling $375,000 or less:

(i) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the procedures in this Section. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and

shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, either party may petition the court to appoint the mediator.

(ii) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(iii) Upon stipulation of the parties, arbitrators appointed for these purposes shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division.

(iv) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

7.5 Waiver.

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

7.6 Rights and Remedies Are Cumulative.

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

7.7 Unfair Business Practices Claims.

Pursuant to Public Contract Code section 7103.5, in entering into this Agreement, Contractor offers and agrees to assign to the City all rights, title, and interest in and to all causes

of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials related to this Agreement. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor without further acknowledgment by the Parties.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

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

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

8.3 Covenant Against Discrimination.

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

8.4 Unauthorized Aliens.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C. § 1101 *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ

such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Provisions Required By Law.

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the contract shall forthwith be physically amended to make such insertion or correction.

9.2 Notices.

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

9.3 Interpretation.

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

9.4 Counterparts.

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

9.5 Integration; Amendment.

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

City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.6 Severability.

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

9.7 Warranty & Representation of Non-Collusion.

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

Contractor's Authorized Initials _____

9.8 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF CARSON, a California charter city

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

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

CONTRACTOR:

PUB CONSTRUCTION, INC., a California corporation

*By: _____
Name: _____
Title: _____

*By: _____
Name: _____
Title: _____

Address: 23545 Palomino Dr., #104
Diamond Bar, CA 91765

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

EXHIBIT A

CONTRACTOR'S BID

BID
BID SCHEDULE – (IFB-26-16)

PROJECT NO.
1636 – Mills Park Site Improvements

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ITEM COST
Project No. 1636: Mills Park Site Improvements					
1.	BONDING, INSURANCE, AND MOBILIZATION (CARSON GENERAL CONDITIONS)	1	LS	250.00	250.00
2.	DEMOLITION AND SITE CLEARING	1	LS	117.00	117.00
3.	REMAINING EARTHWORK, REMOVAL AND GRADING, REMOVAL OF EXISTING PAVEMENT, OVEREXCAVATION, SELECTED BACKFILL AND EXPORT	1	LS	31,700	31,700
4.	WATER POLLUTION CONTROL	1	LS	11,700	11,700
5.	6" THICK REINFORCED CONCRETE OVER 6" AGGREGATE BASE	10,630	SF	20	212,600
6.	PERMEABLE PAVERS (Detail 5/L-604)	1950	SF	10	19,500
7.	6" PCC CONCRETE CURB	5	LF	120	600
8.	CURB TRANSITION (Note 3)	20	LF	120	2,400
9.	ACRYLIC SURFACING AND STRIPING OF BASKETBALL COURT (L-602)	4,844	SF	10	48,440
10.	FULL DEPTH AC (2' WIDE X 1' DEEP)	1	LS	11,700	11,700
11.	REMAINING 4" DIA. PVC (SCH40) DRAIN PIPE AS NEEDED	1	LS	3,570	3,570
12.	REMAINING 6" DIA. PVC (SCH40) DRAIN PIPE AS NEEDED	1	LS	3,570	3,570
13.	REMAINING 8" DIA. PVC (SCH 40) DRAIN PIPE AS NEEDED	1	LS	3,570	3,570
14.	DRAIN INLET (Note 9)	5	EA	2,930	14,650
15.	PARKWAY DRAIN	1	EA	28,810	28,810
16.	12 x 12 BROOKS CONCRETE CATCH BASIN	1	EA	2,270	2,270
17.	CONSTRUCT BLOCK SLOUGH WALL PER APWA STD. PLAN 622-3	1	LS	11,700	11,700
18.	NEW ACRYLIC FITNESS COURT SURFACING OVER 6" (THK.) REINFORCED CONCRETE AND 6" CAB	1,470	SF	10	14,700

19.	PLAYGROUND RUBBER TILE OVER CONCRETE (INCLUDES BASE AND CONCRETE FOUNDATION)	7,680	SF	60	460,800
20.	8" PCC CONTAINMENT CURB	20	LF	120	2,400
21.	12" PCC PLAYGROUND BAND	45	LF	130	5,850
22.	12" PCC INTEGRAL COLOR DECORATIVE BAND	75	LF	130	9,750
23.	6" PCC PAVER BAND	360	LF	30	10,800
24.	WALL A & B - SAND BLAST FINISH AND SAW CUT JOINTS PER PLAN	1	LS	3,510	3,510
25.	METAL FENCING – 4'-6" TALL	47	LF	180	8,460
26.	MIRACLE PLAYGROUND EQUIPMENT AND FOUNDATION	1	LS	671,760	671,760
27.	FITNESS EQUIPMENT AND FOUNDATION	1	LS	103,110	103,110
28.	SHADE STRUCTURE - 25' X 25', WITH PILE FOUNDATIONS	3	EA	112,140	336,420
29.	SHADE SAIL - 47' X 34', WITH PILE FOUNDATIONS	1	EA	138,180	138,180
30.	SHADE SAIL - 49' X 27', WITH PILE FOUNDATIONS	1	EA	137,900	137,900
31.	BASKETBALL POST, BACKBOARD, AND GOAL	2	EA	6,190	12,380
32.	6' DIA. TREE GRATE	1	EA	3,510	3,510
33.	DRINKING FOUNTAIN	2	EA	8,950	17,900
34.	PEBBLE SEAT	1	EA	4,680	4,680
35.	BASKETBALL BLEACHERS	2	EA	23,400	46,800
36.	PRECAST PICNIC TABLE	2	EA	1,840	3,680
37.	PRECAST PICNIC TABLE (ADA)	1	EA	1,880	1,880
38.	BBQ UNIT	1	EA	2,790	2,790
39.	WASTE RECEPTACLE	9	EA	2,320	20,880
40.	PARK BENCH	10	EA	1,570	15,700
41.	IRRIGATION SYSTEM MODIFICATIONS	1	LS	61,800	61,800
42.	SOIL PREP AND FINE GRADING	31,140	SF	1.2	37,368
43.	WEED ABATEMENT	31,140	SF	0.5	15,570
44.	ROOT BARRIERS	1	LS	1,070	1,070
45.	TREE - 36" BOX	2	EA	1,210	2,420

46.	SHRUBS - 5 GAL	6	EA	40	240
47.	SHRUBS - 1 GAL	25	EA	20	500
48.	SOD	30,790	SF	1.7	52,343
49.	TURF RESTORATION (HYDROSEED)	1	LS	2,540	2,540
50.	WOOD MULCH - 3" LAYER	3	CY	140	420
51.	ONE-HUNDRED TWENTY (120) DAY MAINTENANCE PERIOD	1	LS	11,880	11,880
52.	ALLOWANCE	1	LS	**$150,000.00**	**$150,000.00**
PROJECT 1636 SUBTOTAL:		3,143,591.00			

BID

BID SCHEDULE – (IFB-26-16)

PROJECT NO.

1795 - Mills Park Building Renovations and Building Perimeter Site Improvements

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ITEM COST
Project No. 1795: Mills Park Building Renovations and Building Perimeter Site Improvements					
S1	BONDING, INSURANCE, AND MOBILIZATION (CARSON GENERAL CONDITIONS)	1	LS	369.000	369.00
SITE WORK					
S2	TRAFFIC CONTROL AND WORK SITE PROTECTION	1	LS	5,850	5,850
S3	DEMOLITION AND SITE CLEARING	1	LS	136,890	136,890
S4	EARTHWORK, REMOVAL AND GRADING, REMOVAL OF EXISTING PAVEMENT, OVEREXCAVATION, AND CONCRETE IMPROVEMENTS	1	LS	25,510	25,510
S5	WATER POLLUTION CONTROL	1	LS	11,700	11,700
S6	CURB RAMP NOTE 2	1	EA	11,700	11,700
S7	FULL DEPTH AC (2' WIDE X 1' DEEP) NOTE 3	60	SF	490	29,400
S8	4" DIA.SDR 35 DRAIN PIPE NOTE 9	210	LF	100	21,000
S9	6" DIA.SDR 35 DRAIN PIPE NOTE 8	275	LF	100	27,500
S10	8" DIA.SDR 35 DRAIN PIPE NOTE 7	300	LF	140	42,000
S11	NDS 900 SQ. CATCH BASIN WITH SQUARE TRAFFIC GRATE NOTE 6	10	EA	1,210	12,100
S12	12"X12" BROOKS DRAIN BOX WITH TRAFFIC COVER NOTE 12	1	EA	2,270	2,270
S13	PARKWAY DRAIN PER APWA STD.151-2, S=2' NOTE 13	1	EA	34,540	34,540
S14	NDS SPEED D BASIN RISER WITH 6" ROUND GRATE NOTE 19	18	EA	1,050	18,900
S15	4"VCP EXTRA STRENGTH WASTE LINE FROM PROPOSED WATER TANK NOTE 14	80	LF	140	11,200
S16	SEWER CLEANOUT PER APWA STD. PLAN 204-2 NOTE 15	1	EA	48,110	48,110
S17	2" PVC SCH 80 WATER SERVICE PIPE AND 2" BACKFLOW PREVENTER NOTE 17	115	LF	150	17,250
S18	3/4" WATER SERVICE WITH GATE VALVE RINSE OFF (Can't find ¾" water service w/ GV) NOTE 18	1	LS	3,510	3,510

S19	CONSTRUCT 4" EXTRA STRENGTH SEWER, CONNECT TO EXISTING 10" SEWER NOTE 16	254	LF	140	35.560
S20	CONCRETE CURB (6" CURB FACE) NOTE 24	3	LF	120	360
S21	6" THICK REINFORCED PCC WALKWAY OVER 6" CAB NOTE 1/P-101	9445	SF	20	188,900
S22	6" THICK REINFORCED PCC WALKWAY OVER 6" CAB W/ INTEGRAL COLOR P-103	25	SF	20	500
S23	6" THICK PCC SPLASH PAD PAVING NOTE 22/P-104	1254	SF	40	50,160
S24	PERMEABLE PAVERS NOTE 4/P-201	1837	SF	10	18,370
S25	EXTERIOR ELECTRICAL AND LIGHTING NO CONSTRUCTION NOTE	1	LS	29,250	29.250
S26	8" PCC CONTAINMENT CURB C-201	21	LF	120	2,520
S27	12" RAISED PCC CURB C-202	33	LF	180	5,940
S28	6" PCC MAINTENANCE BAND NOTE 26/C-301	112	LF	60	6.720
S29	6" PCC PAVER BAND NOTE 25/C-302	214	LF	90	19.260
S30	12" DECORATIVE INTEGRAL COLOR BAND NOTE 5/C-303	342	LF	130	44.460
S31	24" DECORATIVE INTEGRAL COLOR BAND NOTE 27/C-304	57	LF	130	7,410
S32	6" DECORATIVE INTEGRAL COLOR BAND NOTE 28/C-305	76	LF	60	4.560
S33	BUILT-IN BLEACHER SEATING W-101	1	LS	87,750	87,750
S34	POURED-IN-PLACE LOW WALL 'A' W-102	40	LF	530	21,200
S35	POURED-IN-PLACE LOW WALL 'B' W-103	64	LF	530	33.920
S36	POURED-IN-PLACE LOW WALL 'C' W-104	36	LF	530	19.080
S37	SHADE STRUCTURE - 9' X 15' SB-101, WITH FOUNDATION	1	EA	4,740	4,740
S38	METAL FENCING (4-1/2' HEIGHT) F-101	230	LF	160	36,800
S39	HANDRAIL @ STAIRS R-101	20	LF	150	3,000
S40	GUARDRAIL R-201	10	LF	410	4,100
S41	STAIRS ST-101	64	SF	470	30,080
S42	SPLASH PAD GROUND SPRAYS SP-101/SP-102 WITH FOUNDATION	1	LS	175,500	175,500
S43	SPLASH PAD UNDERGROUND COLLECTOR TANK SP-104 WITH FOUNDATION	1	LS	351,000	351.000

S44	SPLASH PAD MECHNICAL EQUIPMENT INCLUDING PUMP, CHEMICAL FILTRATION, UV FILTRATION, EYE WASH, DIVERTER VALVE, UNISTRUT, RAIN DIVERTER, DRAINS, PIPES, AND PLUMBING CONNECTIONS	1	LS	234,00	234,00
S45	REMOVABLE TETHERBALL POST	2	EA	3,510	7,020
S46	FLAGPOLE W/ DECORATIVE PEDESTAL AND UPLIGHTS	1	LS	10,530	10,530
S47	DIGITAL SIGN, WITH FOUNDATION	1	LS	14,040	14,040
S48	MONUMENT SIGN, WITH FOUNDATION	1	LS	13,480	13,480
S49	ACCESSIBLE RINSE-OFF SHOWER AND PLUMBING	1	LS	9,360	9,360
S50	6' DIA. TREE GRATE	1	EA	3.510	3.510
S51	PEBBLE SEAT	3	EA	1.300	3.900
S52	WASTE RECEPTACLE	3	EA	2,550	7.650
S53	ELECTRIC TANKLESS WATER HEATER	1	EA	14,040	14,040
S54	IRRIGATION SYSTEM MODIFICATIONS	1	LS	132,590	132,590
S55	SOIL PREP AND FINE GRADING	17154	SF	1.	17.154
S56	WEED ABATEMENT	17154	SF	1	17.154
S57	ROOT BARRIERS	1	LS	1.170	1.170
S58	TREE - 36" BOX	3	EA	1,150	3.450
S59	SHRUBS - 5 GAL	169	EA	40	6,760
S60	SHRUBS - 1 GAL	335	EA	20	6,700
S61	SOD AND TURF REPAIR	13419	SF	2	26,838
S62	TURF RESTORATION (HYDROSEED)	1	LS	2.500	2.500
S63	WOOD MULCH - 3" LAYER	35	CY	140	4.900
S64	ONE-HUNDRED TWENTY (120) DAY MAINTENANCE PERIOD	1	LS	9.500	9.500
BUILDING RENOVATIONS					
B1	CONCRETE SLAB AND CONCRETE LANDING	1885	SF	40	75,400
B2	TUBE STEEL COLUMNS, CONNECTIONS, AND MISC METAL FABRICATION	1	LS	29.250	29.250
B3	METAL SCREEN SECURITY MESH	450	SF	10	4.500
B4	WOOD STUD FRAMING AND MISCELLANEOUS CARPENTRY	1	LS	237.510	237.510

B5	LOWER CASEWORK	24	EA	490	11.760
B6	UPPER CASEWORK	10	EA	700	7,000
B7	EXPOSED EAVE PLANK BOARD AND FASCIA TRIM BOARD	308	SF	20	6,160
B8	PVC ROOFING SYSTEM, PVC WALKING PADS, AND FLASHING	7360	SF	40	294.400
B9	DENSGLASS SHEATHING	6366	SF	10	63.660
B10	ROOF DRAINS	4	EA	590	2,360
B11	OVERFLOW DRAINS	4	EA	1,170	4,680
B12	EQUIPMENT PLATFORMS	5	EA	3.510	17.550
B13	WINDOWS	13	EA	9.070	117,910
B14	SINGLE DOORS, AND DOOR FRAMES WITH HARDWARE	9	EA	3.510	31.590
B15	DOUBLE DOORS, AND DOOR FRAMES WITH HARDWARE	8	EA	6,200	49.600
B16	ROLL-UP DOOR, AND DOOR FRAMES WITH HARDWARE	1	EA	7,020	7,020
B17	NEW GYP BOARD AND PATCHING OF WALLS AND CEILINGS	1	LS	49,140	49,140
B18	PAINTING OF INTERIOR AND EXTERIOR OF BUILDING, CAULKING	1	LS	46,800	46,800
B19	WOOD STAIN EXTERIOR OF BUILDING EAVES AND CEILING	1	LS	8,070	8,070
B20	FLOOR TILE, COMPLETE WITH GROUT AND SEALING AT RESTROOMS	915	SF	50	45.750
B21	WALL TILE, COMPLETE WITH GROUT AND SEALING AT RESTROOMS	2240	SF	40	89.600
B22	FIBER-REINFORCED PLASTIC WALL PANELS OVER GYPSUM	1930	SF	10	19.300
B23	POLISH CONCRETE FINISH WITH SEAL	2320	SF	10	23,200
B24	RUBBER BASE	2500	LF	10	25,000
B25	ACOUSTICAL T-BAR CEILING SYSTEM	522	SF	20	10,440
B26	LUXURY VINYL TILE FLOORING SYSTEM	2075	SF	20	41,500
B27	ACCESS PANELS FOR PLUMBING	7	EA	350	2,450
B28	RESTROOM ACCESSORIES, SOAP DISPENSER	9	EA	60	540
B29	RESTROOM ACCESSORIES, MIRROR 18X36	4	EA	150	600
B30	RESTROOM ACCESSORIES, MIRROR 48X36	2	EA	390	780
B31	RESTROOM ACCESSORIES, SEAT COVER DISPENSER	10	EA	1,360	13,600

B32	RESTROOM ACCESSORIES, 42X54 LONG TWO WALL GRAB BAR	4	EA	140	560
B33	ALL RESTROOM ACCESSORIES, TOILET TISSUE DISPENSER	10	EA	780	7,800
B34	ALL RESTROOM ACCESSORIES, SANITARY NAPKIN DISPOSAL	6	EA	130	780
B35	ALL RESTROOM ACCESSORIES, CLOTHES HOOKS	10	EA	40	400
B36	ALL RESTROOM ACCESSORIES, PAPER TOWEL DISPENSER	4	EA	1.330	5,320
B37	ALL RESTROOM ACCESSORIES, BABY CHANGING STATION	4	EA	1,900	7,800
B38	ACCESSIBLE TOILET STALL; SOLID PHENOLIC PARTITIONS (4 TOTAL)	1	LS	11,230	11,230
B39	REGULAR TOILET STALL; SOLID PHENOLIC PARTITIONS (6 TOTAL)	1	LS	7,490	7,480
B40	URINAL PARTITION; SOLID PHENOLIC PARTITIONS	1	LS	350	350
B41	KITCHEN EQUIPMENT; STOVE INSTALLATION	1	EA	7,020	7,020
B42	KITCHEN EQUIPMENT; MICROWAVE INSTALLATION	1	EA	1,760	1,760
B43	KITCHEN EQUIPMENT; REFRIGERATOR INSTALLATION	1	EA	2,930	2.930
B44	KITCHEN EQUIPMENT; ICEMAKER INSTALLATION	1	EA	3,510	3.510
B45	KITCHEN EQUIPMENT; GARBAGE DISPOSAL INSTALLATION	1	EA	1.170	1.170
B46	KITCHEN EQUIPMENT; WALL MOUNT TV INSTALLATION	1	EA	2.930	2.930
B47	RESTROOM SIGNAGE, ROOM I.D. & GEOMETRIC	4	EA	270	1.080
B48	WATER HAMMER ARRESTOR AND THERMOSTATIC MIXING VALVE PLUMBING FIXTURES WITH REQUIRED BACK SUPPORTS, VENTING PIPES, SUPPLY PIPES, AND SEWER CONNECTIONS	1	EA	28.980	28.980
B49	WATER CLOSET PLUMBING FIXTURES AND REQUIRED BACK SUPPORTS, FLUSHOMETER, VENTING PIPES, SUPPLY PIPES, AND SEWER CONNECTIONS	10	EA	40,570	405,700
B50	URINAL PLUMBING FIXTURES AND REQUIRED BACK SUPPORTS, FLUSHOMETER, VENTING PIPES, SUPPLY PIPES, AND SEWER CONNECTIONS	2	EA	17.390	34.780
B51	LAVATORY FIXTURES WITH FAUCET AND REQUIRED BACK SUPPORTS, VENTING PIPES, SUPPLY PIPES, AND SEWER CONNECTIONS	8	EA	1,010	8,080
B52	FLOOR DRAIN FIXTURES, TRAP PRIMER, AND SEWER CONNECTIONS	6	EA	1,260	7,560
B53	FLOOR SINK FIXTURES, TRAP PRIMER, AND SEWER CONNECTIONS	1	EA	22.710	22,710
B54	MOP SINK FIXTURE WITH FAUCET AND REQUIRED BACK SUPPORTS, VENTING PIPES, SUPPLY PIPES, AND SEWER CONNECTIONS	1	EA	15,140	15,140

B55	WATER HEATER WITH REQUIRED VENTING PIPES, SUPPLY PIPES, AND POWER CONNECTIONS	1	EA	15,140	15,140
B56	SINK FIXTURES WITH FAUCET AND REQUIRED BACK SUPPORTS, VENTING PIPES, SUPPLY PIPES, AND SEWER CONNECTIONS	2	EA	10,090	20,180
B57	DRINKING FOUNTAIN FIXTURE AND REQUIRED BACK SUPPORTS, VENTING PIPES, SUPPLY PIPES, AND SEWER CONNECTIONS	2	EA	8,950	17.900
B58	HVAC's ROOF TOP SYSTEM, DUCT WORK, REGISTERS, AND AIR BALANCING	1	EA	36.810	36,810
B59	HEAT PUMP UNIT SYSTEM, DUCT WORK, REGISTERS, AND AIR BALANCING	2	EA	22,090	44,180
B60	EXHAUST FANS, DUCT WORK, REGISTERS, AND AIR BALANCING	7	EA	4.420	30,940
B61	KITCHEN EXHAUST HOOD AND RANGE EXHAUST HOOD, DUCT WORK, REGISTERS, AND AIR BALANCING	1	EA	34,140	34,140
B62	SERVICE, ELECTRICAL PANELS, POWER, SWITCHING, DISTRIBUTION, OCCUPANCY SENSORS, DATA, AND COMMUNICATION CONDUITS	1	LS	72.500	72.500
B63	SERVICE, ALL RESTROOM HAND DRYER	4	EA	1.210	4.840
B64	SERVICE, INTERIOR LINEAR LIGHT FIXTURES	62	EA	2,090	129.580
B65	SERVICE, INTERIOR 4"X4" LIGHT FIXTURES	22	EA	3,140	69.080
B66	SERVICE, INTERIOR ILLUMINATED EXIST LIGHT FIXTURES	7	EA	3.490	24.430
B67	SERVICE, EXTERIOR LIGHT FIXTURES	10	EA	5.240	52,400
B68	REINSTALLATION OF EXISTING FIRE EXTINGUISHER CABINET & EXTINGUISHER	1	EA	1,170	1.170
B69	FIRE ALARM SYSTEM, SENSORS, PANEL, & STROBES	1	LS	17.550	17.550
B70	STUCCO	1	LS	147,540	147.540
B71	INSULATION ROOF AND WALLS	1	LS	12,290	12,290
B72	CEMENT BOARD	2240	SF	10	22,400
B73	T&G	2110	SF	10	21,100
B74	COUNTER TOPS	200	SF	90	18.000
B75	FULL HEIGHT CABINETS	15	EA	6,080	91,200
B76	EPOXY FLOOR ALTERNATIVE	3,000	SF	10	30,000
B78	Allowance	1	LS	$250,000.00	$250,000.00
PROJECT 1795 SUBTOTAL:		5,644,186.00			

IMPORTANT: Total Base Bid Amount below should be the sum of Project 1636 and 1795 amounts.

TOTAL BASE BID AMOUNT* (Combined Project 1636 & 1795)	Figures	8,784,777.00
	Words	Eight Million Seven Hundred eighty four thousand Seven hundred Seventy seven dollars

EXHIBIT B

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

If the Parties wish to revise provisions in the Agreement above (from page 1 through the signature page), then the revisions shall be presented in this Exhibit B, with deletions shown in ~~strike through~~ and additions shown in ***bold and italics***.

None.

EXHIBIT C

PERFORMANCE BOND

We, PUB Construction, Inc., a California corporation, as Principal, and _____, as Surety, jointly and severally, firmly bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the City of Carson ("City") for payment of the penal sum of **Eight Million Seven Hundred Eighty Four Thousand Seven Hundred Seventy Seven Dollars ($8,784,777.00).** City and Principal have entered into an agreement, or are about to enter into the agreement attached hereto and incorporated by reference herein, for completion of public works for the property(ies) referenced in said agreement. Surety herein approves of the terms and conditions of said agreement and binds itself to faithfully perform the obligations of Principal therein if Principal fails to so perform. Surety acknowledges that the agreement herein referenced shall be that document as executed by City and Principal.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal shall in all things stand to and abide by, and well and truly keep and perform all of the covenants, conditions, and provisions in said agreement, and any alteration thereof made as therein provided, on Principal's part to be kept and performed at the time and in the manner therein specified, and shall indemnify and save harmless the City, City's engineer, and their consultants, and each of their officials, directors, officers, employees and agents, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

Surety agrees that should it fail to take over and diligently perform the agreement upon Principal's default after notice and within the time specified in the agreement, Surety will promptly on demand deposit with City such amount as City may reasonably estimate as the cost of completing all of Principal's obligations. Surety's obligation for payment herein shall exist, notwithstanding any controversy between Principal and City regarding Principal's failure under the agreement, and payment by Surety should be conclusively presumed between the parties herein to relieve, as demanded, Surety's obligations herein and shall be deemed proper payment as between Principal and Surety.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the agreement, or the work to be performed thereunder or the plans and specifications, or any matters unknown to Surety which may affect Surety's risk shall in any wise affect its obligation on this bond, and it does thereby waive notice thereof.

Principal and Surety agree that if the City is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay City's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

Executed this _____day of _____, ____.

Seal of Corporation _____

By:_____
Authorized Representative of Principal

Title: _____

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVES)

Any claims under this bond may be addressed to: (check one)

Surety's agent for service
of process in California: ( ) _____
[name of surety company]

_____ _____
Name Street Number

_____ _____
Street Number City and State

_____ _____
City and State Telephone Number

_____
Telephone Number

By:_____
Attorney in Fact or other
Representative

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVE)

Furnish the name, address and phone number of the company agent as well as the surety company.

Sureties must be authorized to do business in and have an agent for service of process in California and be on the accredited list of the United States Treasury Department (their bonds will be limited to such amounts as would be acceptable to the Treasury Department), and otherwise meet the requirements of the agreement.

EXHIBIT D

PAYMENT BOND

We, PUB Construction, Inc., a California corporation, as Principal, and _____, as Surety, jointly and severally, firmly bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the City of Carson ("City") and those for whose benefit this bond insures in the sum of **Eight Million Seven Hundred Eighty Four Thousand Seven Hundred Seventy Seven Dollars ($8,784,777.00)**. City and Principal have entered into an agreement, or are about to enter into the agreement attached hereto and incorporated by reference herein, for completion of public works for the property(ies) referenced in said agreement. Surety herein approves of the terms and conditions of said agreement and binds itself to faithfully perform the obligations of Principal therein if Principal fails to so perform. Surety acknowledges that the agreement herein referenced shall be that document as executed by City and Principal. If Principal or any of Principal's contractors or subcontractors, fails to pay any of the persons named in Section 9000 *et seq*. of the California Civil Code employed in the performance of the agreement for materials furnished or for labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, then Surety shall pay the same in an amount not exceeding the sum specified above, and also shall pay, in case suit is brought upon this bond, such reasonable attorneys' fees as shall be fixed by the court.

Surety agrees that it shall pay the amounts due the persons above named and diligently perform the agreement upon Principal's default after notice and within the time specified in the agreement. If Surety fails to perform within the times specified in the agreement, Surety shall promptly on demand deposit with City such amount as City may reasonably estimate as the cost of completing all of Principal's obligations. Surety's obligation for payment herein shall extend, notwithstanding any controversy between Principal and City regarding Principal's failure under the agreement. Principal and Surety agree that any payment by Surety pursuant to this paragraph should be conclusively presumed between the parties herein to relieve, as demanded, Surety's obligation herein and shall be deemed proper payment as between Principal and Surety.

This bond shall insure to the benefit of any and all of the persons named in Section 9000 *et seq*. of the California Civil Code so as to give a right of action to them or their assigns in any suit brought upon this bond.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the agreement, or the work to be performed thereunder, or the plans and specifications, or any matters unknown to Surety which might affect Surety's risk, shall in any way affect its obligation on this bond, and it does hereby waive notice thereof.

Principal and Surety agree that should City become a party to any action on this bond, that each will also pay City's reasonable attorneys' fees incurred therein in addition to the above sums.

Executed this _____ day of _____, _____.

Seal of Corporation _____

By:_____
Authorized Representative of Principal

Title: _____

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVES)

Any claims under this bond may be addressed to: (check one)

Surety's agent for service
of process in California: ( ) _____
[name of surety]

_____ _____
Name Street Number

_____ _____
Street Number City and State

_____ _____
City and State Telephone Number

_____
Telephone Number

By:_____
Attorney in Fact or other
Representative

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVE)

Furnish the name, address and phone number of the company agent as well as the surety company.

Sureties must be authorized to do business in and have an agent for service of process in California and be on the accredited list of the United States Treasury Department (their bonds will be limited to such amounts as would be acceptable to the Treasury Department), and otherwise meet the requirements of the agreement.

EXHIBIT E

INVOICE FORM

DATE:
INVOICE # 1
BILLING PERIOD START
BILLING PERIOD END

Company Logo

BILL TO:

City of Carson
Attention: Accounts Payable and Project Manager Name
701 E Carson St.
Carson, CA 90745
Phone: (310) 830-7600

PROJECT or TASK: Name
Project or Task No: PW####
P.O. No: #######

Bid Item No. or TASK NO	Description of Work or TASK	QUANTITY or TASK VALUE	Work Completed or HOURS BILLED	UNIT COST OR CURRENT AMOUNT	AMOUNT BILLABLE
1	Task 1				
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
TOTAL		$ -	AMT DUE THIS PERIOD		$ -

Payable to:

Company Name
Address
City
FEIN

ORIGINAL CONTRACT AMOUNT		
AMOUNT DUE THIS BILLING PERIOD	$ -	
PREVIOUS BILLING/ CHARGES		
CHANGE ORDER/ (+/-) AMENDMENT		
REMAINING CONTRACT BALANCE	$ -	#####

RESOLUTION NO. 26-085

A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2026–27 BUDGET IN THE GENERAL FUND, SPECIAL REVENUE FUNDS, ENTERPRISE FUNDS, AND THE CAPITAL IMPROVEMENT PROGRAM (CIP) FUND

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)
289-99-999-904-8008-PW1636	Development Impact Fee	$1,000,000
289-99-999-904-8005-PW1795	Development Impact Fee	$2,000,000

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 August 4, 2026, the same shall be in force and effect.

PASSED, APPROVED, AND ADOPTED this 4th day of August, 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. 26-085 adopted by the City of Carson City Council at its meeting held on August 4, 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	$ 3,000,000.00
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	$ 7,000,000.00
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 Stromdrain 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**	**$ 151,429,847.03**

CITY OF CARSON

File #: **Version:**

Report to Honorable Mayor and City Council

Tuesday, August 4, 2026, 5:00 PM

DISCUSSION 28.

To: Honorable Mayor and City Council

From: Dr. Khaleah K. Bradshaw, City Clerk CCO Administration

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

I. SUMMARY

This item is on the agenda to consider only uncontested appointments of City Commission, Committee, and Board members in accordance with the City Charter, Article VI, by Mayor and City Council.

Also, consider all (contested and uncontested) appointments to all commissions and also consider appointments to City Affiliated Organizations.

Pursuant to Section 602 of the City Charter provides, in part, the mayor and each member of the city council may appoint one member to a position on each City board or City commission, and the remaining membership positions shall be appointed by the mayor and approved by a majority of the city council, including the three alternates.

II. RECOMMENDATION

TAKE the following actions:

1. CONSIDER and only APPOINT uncontested members to the City Commissions, Committees, and Boards;
2. CONSIDER and APPOINT all (contested and uncontested) members to all commissions except Planning Commission and Environmental Commission;
3. CONSIDER and APPOINT members to City Affiliated Organizations;
4. DIRECT the City Clerk to notify all affected appointments of this action in writing;
5. IF APPLICABLE, DIRECT the City Clerk to post and publish in accordance with the Maddy Act

III. ALTERNATIVES

N/A

IV. BACKGROUND

Every two years after the municipal election, most Commission and Board appointments expire. As unscheduled vacancies occur and/or members are frequently absent, it is best practice to consider new appointments.

Invitations to submit an appointment application for all interested person(s) were posted in accordance with the Maddy Act. Applications for individuals requesting appointments were previously provided under separate cover to the Mayor and City Council.

V. FISCAL IMPACT

Funds for member stipends are already budgeted for Fiscal Year 2026-2027.

VI. EXHIBITS

1. Updated Local Appointments List for Commissions, Committees, and Boards

Attachments

Updated Local Appointments List for Commissions Committees and Boards.pdf

CITY OF CARSON

LOCAL APPOINTMENTS LIST FOR COMMISSIONS, COMMITTEES, AND BOARDS
(Pursuant to Government Code Section 54970 et seq.)

NOTICE IS HEREBY GIVEN that the current terms for the following Commissioners, Committee, and Board Members will expire as indicated for the respective bodies listed. Any interested resident of the City of Carson, California, is eligible to serve on any of the commissions, committees, or boards below, unless otherwise specified. Applications are available at the City Clerk's Office by request at (310) 952-1720.

* The following appointed positions may receive compensation
** Mayor's uncontested appointment
Vacant

I. COMMISSIONS

Article VI, §602 of the City Charter: To be qualified for appointment, the member shall be a qualified elector of the City, shall be domiciled in the City for at least sixty (60) days immediately preceding their appointment, and shall continue to reside in the City for the duration of his or her tenure, unless otherwise provided by ordinance.

The mayor and each member of the city council may appoint one member to a position on each City board, committee or commission, and the remaining membership positions shall be appointed by the mayor and approved by a majority of the city council, including the three alternates.

[1] Economic Development Commission

Established by: Ordinance No. 00-1191. §1 (CMC §27104.1); Ordinance No. 21-2108
Membership: 9 members; 3 alternates

Qualification: Shall be and remain a resident of, or have a place of employment or business in the City of Carson, and be at least 18 years of age. Shall include representatives of all major sectors of the Carson business community as determined in the sole discretion of the City Council.

Meetings: 1st Thursday, 8:00 a.m. (Executive Conference Room)
Staff Liaison: Chris Palmer, Economic Development Manager x1365 and LaToya Butler, Innovation & Business Liason x1320
Support Staff: Sandy Solis, Division Secretary x1325

Commissioner		Appointed	Term Expires
Aldridge Jr., Ray (LDH)**		12-06-22	11-30-26
Childers, Christopher (CH)		12-06-22	11-30-26
Embry, Darren (LDH)		04-04-23	11-30-26
Kelley, Blake (LDH)		04-04-23	11-30-26
Jimenez, Trini (AR)		12-06-22	11-30-26
Luevano, Jose (JH)		06-17-25	11-30-26
Sparrow, Clyde (LDH)		04-04-23	11-30-26
Wallace, Deborah (LDH)		04-04-23	11-30-26
Baddeley, Kevin (JD)		06-17-25	11-30-26
Cordova, Ted (LDH)	Alt. 1	04-04-23	11-30-26
Ibarra, Victor (LDH)	Alt. 2	02-06-24	11-30-26
Ross, Kevin (LDH)	Alt. 3	06-03-26	11-30-26

[2] Environmental Commission*

Established by: Ordinance No. 70-128; §1 (CMC §2750); Ordinance No. 21-2103

Membership: 9 members; 3 alternates

Qualification: Shall be and remain a resident of the City of Carson and be at least eighteen (18) years of age at the time of the member's appointment

Meetings: 1st Wednesday, 6:30 p.m. (Executive Conference Room)
Staff Liaison: Reata Kulcsar, Innovation & Sustainability Officer x1312

Support Staff: Jessica Coria, Division Secretary x1823; Evelyne Carmona, Senior Administrative Analyst x1636; Kristin Smith, Council Aide x1743

Commissioner		Appointed	Term Expires
Morgan, Daniel (JH)		06-16-26	11-30-26
Swayzer, Ezekiel (LDH)		12-03-24	11-30-26
Hopson, Lillian (LDH)**		12-03-24	11-30-26
Ford, Brittney (LDH)		05-21-25	11-30-26
Koons, William (JD)		12-03-24	11-30-26
Peralta, Maribel (AR)		01-07-25	11-30-26
Hunt, Joseph (LDH)		05-21-25	11-30-26
Taylor, Hourie (CH)		12-06-22	11-30-26
Watkins, Freeman (LDH)		12-03-24	11-30-26
Vacant (LDH)	Alt. 1		11-30-26
Vacant (LDH)	Alt. 2		11-30-26
Vacant (LDH)	Alt. 3		11-30-26

[3] Human Relations Commission*

Established by: Ordinance No. 74-294; Ordinance No. 87-812, §1; Ordinance No. 89-883,§1
Membership: 11 members (7 general, 2 youth, 2 w/ a focus on disability-related matters); 3 alternates
Qualification:Shall be a resident of the City of Carson. Youth members shall be 16-21 years of age, enrolled in school at time of appointment, maintain a 2.0 GPA, shall have interest in human relations.
Meetings: 3rd Wednesday, 6:30 p.m. (City Manager Conference Room)
Staff Liaison: Cac Le, Council Aide x1722
Support Staff:

Commissioner		Appointed	Term Expires
Junio, Teresita (LDH)		12-03-24	11-30-26
Calhoun, Jill (AR)		12-06-22	11-30-26
Davenport, Kimberley (JH)		04-04-23	11-30-26
Fuentes, Sonia (JD)		12-02-25	11-30-26
Ramos, Jessica (LDH)		12-03-24	11-30-26
Reed, Cassandra (CH)		12-06-22	11-30-26
Russ, Harriett (LDH)**		12-03-24	11-30-26
Ifeacho, Dr. Chinyere (LDH)	Alt. 1	12-03-24	11-30-26
Viernes, Irene (LDH)	Alt. 2	12-03-24	11-30-26
Ahaiwe-Simpson, Stacy (LDH)	Alt. 3	02-17-26	11-30-26
Thompson, Audra (LDH)	Disability Advocate	10-21-25	11-30-26
Padua, Luz (LDH)	Disability Advocate	10-21-25	11-30-26
Paxton, Cameron (LDH)	Youth	02-18-25	11-30-26
Vacant (LDH)	Youth		11-30-26

[4] Parks, Recreation, and Cultural Arts Commission*

Established by: Ordinance No. 69-65 (CMC §2735); Ordinance No. 21-2106

Membership: 9 members; 3 alternates
Qualification: Resident of City of Carson
Meetings: Last Thursday, 6:30 p.m. (Executive Conference Room)

Staff Liaison: Michael Whittiker, Jr. Director of Community Services x3571

Support Staff: Kimberyly Madrigal, Administrative Secretary x3581

Commissioner		Appointed	Term Expires
Cainglet, Jesus-Alex (CH)		12-06-22	11-30-26
Cortado, Kimberly (JH)		06-20-23	11-30-26
Dahilig Jr., Cesar (LDH)		12-03-24	11-30-26
Lawrence, Shannon (LDH)		12-03-24	11-30-26
Gonzalez, Walter (LDH)		12-03-24	11-30-26
Hilliard, Kisa (JD)		12-03-24	11-30-26
Hunter, Edwina (AR)		12-06-22	11-30-26
Langston, DeAnthony (LDH)		12-03-24	11-30-26
Johnson, Jo Jacqueline (LDH)**		04-01-25	11-30-26
Brown Sr., Kelvin (LDH)	Alt. 1	12-03-24	11-30-26
Vacant (LDH)	Alt. 2		11-30-26
Brillantes, Rudolfo (LDH)	Alt. 3	12-03-24	11-30-26

[5] Planning Commission*

Established by: Ordinance No. 13 (CMC §2700); § 606 of the City Charter

Membership: 9 members; 3 alternates
Qualification: Resident of City of Carson
Meetings: 2nd and 4th Tuesday, 6:30 p.m. (City Council Chambers)

Staff Liaison: Christopher Palmer, Economic Development Manager x1365

Support Staff: McKina Alexander, Planning Manager x1326; Laura Gonzalez, Planning Secretary x 1328

Commissioner		Appointed	Term Expires
Diaz, Louie (JD)		12-03-24	11-30-26
Docdocil, Frederick (LDH)**		12-03-24	11-30-26
Guerra, Carlos (LDH)		12-03-24	11-30-26
Vacant (AR)			11-30-26
Huff, Del (LDH)		12-03-24	11-30-26
Wilson, Leticia (LDH)		12-03-24	11-30-26
Mfume, DeQuita (LDH)		12-03-24	11-30-26
Johnson, Clarence (JH)		03-19-24	11-30-26
Thomas, Dianne (CH)		12-06-22	11-30-26
Montecarlo, Jaime (LDH)	Alt. 1	12-03-24	11-30-26
Vacant (LDH)	Alt. 2		11-30-26
Vacant (LDH)	Alt. 3		11-30-26

[6] Public Relations Commission*
Established by: Ordinance No. 01-1239, §2 (CMC §27105.1)
Membership: 9 members; 3 alternates
Qualification: Shall be a resident of the City of Carson and be at least eighteen (18) years of age at the time of the member's appointment.
Meetings: 4th Tuesday, 12:00 p.m. (City Manager Conference Room)
Staff Liaison: Danielle Halsey, Public Information Analyst x1606
Support Staff: Christine Foisia, Senior Clerk x1740

Commissioner		Appointed	Term Expires
Eatman, Sonya (LDH)	Community Rep.	12-03-24	11-30-26
Waddis, Dorcas (LDH)*	Community Rep.	06-17-25	11-30-26
Stewart, Linda (LDH)	Community Rep.	12-03-24	11-30-26
Sandoz, Jeretta (AR)	Community Rep.	12-03-24	11-30-26
Ross, Dorothy (JD)	Public Relations Specialist	12-03-24	11-30-26
Vacant (LDH)	Public Relations Specialist		11-30-26
Pitcher, Pamela (LDH)	Public Relations Specialist	12-03-24	11-30-26
Smith, Byron (CH)	Public Relations Specialist	03-06-24	11-30-26
Price, Dr. Denice (JH)	Public Relations Specialist	04-04-23	11-30-26
Washington, Deborah (LDH)	Alt. 1	06-17-25	11-30-26
Smith, Shirley (LDH)	Alt. 2	03-03-26	11-30-26
Page, Brent (LDH)	Alt. 3	02-18-25	11-30-26

[7] Public Safety Commission*
Established by: Ordinance No. 99-1160 §1; Ordinance No. 01-1239 §1 (CMC §27103.6); Ordinance No. 21-2104
Membership: 9 members; 3 alternates
Qualification: Shall be a resident of the City of Carson and be at least eighteen (18) years of age at the time of the member's appointment.
Meetings: 3rd Thursday, 6:30 p.m. (Executive Conference Room)
Staff Liaison: Priscilla Palma, Division Secretary x1787
Support Staff:

Commissioner		Appointed	Term Expires
Allen, Jeffrey (LDH)		12-03-24	11-30-26
Arnold, Keith (LDH)		12-03-24	11-30-26
Flinton, Lawrence (AR)		08-06-24	11-30-26
Dacus, Samuel (LDH)		12-03-24	11-30-26
Dorsey, Donnie (CH)		12-06-22	11-30-26
Lewis, Prentiss (JH)		04-04-23	11-30-26
Rivers, Angela (LDH)		12-03-24	11-30-26
Romero, Heidi (LDH)**		12-03-24	11-30-26
Cogut, Louis (JD)		12-03-24	11-30-26
Wilson, Michael (LDH)	Alt. 1	12-03-24	11-30-26
Brown, Randy (LDH)	Alt. 2	12-03-24	11-30-26
Vacant (LDH)	Alt. 3		11-30-26

[8] Public Works Commission*
Established by: Ordinance No. 99-1181 §2 (CMC §2798.6)
Membership: 9 members; 3 alternates

Qualification: Have interest, experience or ability in construction, transportation, traffic, or circulation areas to ensure that traffic, vehicle parking, bikeways, and transportation systems and other City facilities are regulated and constructed in a manner calculated to best provide for the safety and welfare of the public. Shall be and remain a resident of, or have a place of employment or business in, the City of Carson, and be at least eighteen (18) years of age at the time of the member's appointment.

Meetings: 2nd Monday, 6:30 p.m. (Executive Conference Room)
Staff Liaison: Gilbert Marquez, Principle City/Civil Engineer x1813
Support Staff: Taelour James, Division Secretary x1801

Commissioner		Appointed	Term Expires
Fields, Brandon (AR)		02-03-26	11-30-26
Calhoun, James (JD)		01-20-26	11-30-26
Fe'esago, Uli (LDH)		01-20-26	11-30-26
McNichols, Ryan (LDH)		12-03-24	11-30-26
Howard, Kobii (LDH)		01-20-26	11-30-26
Hollaway, John (LDH)		04-07-26	11-30-26
Nelms, Cedric (CH) *Pending Oath		06-03-26	11-30-26
Martin, Jr., Marion (LDH)		12-03-24	11-30-26
Thames, Ta-Taneisha (JH)		07-07-26	11-30-26
Obiora, Emmanuel (LDH)	Alt. 1	12-03-24	11-30-26
Mmeje, Uzoma (LDH)	Alt. 2	07-07-26	11-30-26
Wilson, Daniel (LDH)	Alt. 3	01-20-26	11-30-26

[9] Senior Citizens Advisory Commission*
Established by: Ordinance No. 97-1119, §1 (CMC §2799.6)
Membership: 11 members; 3 alternates
Qualification: Resident of the City of Carson and be at least 50 years of age at the time of appointment.

Meetings: 2nd Monday, 4:00 p.m. (Community Center, Carson/Donminguez room)

Staff Liaison: Mike Whittiker, Jr., Director of Community Services x1780; Dani Cook, Human Services Supervisor x1480
Support Staff: Brenda Reed, Senior Clerk x1775

Commissioner		Appointed	Term Expires
Graves, Shirley (LDH)**		12-03-24	11-30-26
Lopez, Delia (LDH)		12-03-24	11-30-26
Leverette, Ernestine (AR)		05-06-25	11-30-26
Dunn, Linda (LDH)		12-03-24	11-30-26
Bates, Billye (LDH)		12-03-24	11-30-26
Patterson, Patricia (LDH)		12-03-24	11-30-26
Ronquillo, Myrna (JD)		12-03-24	11-30-26
Ruiz-Raber, Julie (CH)		12-06-22	11-30-26
Seymore, Dr. Vergie (JH)		04-04-23	11-30-26
Simpson-Lott, Darlene (LDH)		12-03-24	11-30-26
Walker, Itelia (LDH)		12-03-24	11-30-26
Brown, LaRhonda (LDH)	Alt. 1	12-03-24	11-30-26
Vacant (LDH)	Alt. 2		11-30-26
Davis, Pauline (LDH)	Alt. 3	12-03-24	11-30-26

[10] Veterans Affairs Commission*
Established by: Ordinance No. 99-1154, §1 (CMC §27102.6)
Membership: 11 members; 3 alternates
Qualification: Shall be a resident of the City of Carson and be at least eighteen (18) years of age at the time of the member's appointment.

Meetings: 3rd Monday, 6:00 p.m. (Veterans Sports Complex - Activity Room)

Staff Liaison: Kisheen Tulloss, Council Aide x1711
Support Staff: Mikala Multiauaopele, Division Secretary x3557

Commissioner		Appointed	Term Expires
Batucal, Arthur (JH)		04-04-23	11-30-26
Boyd, Robert (JD)		12-03-24	11-30-26
Branch, Jr., Roger (LDH)		12-03-24	11-30-26
Da Silva, Manuel (LDH)		12-03-24	11-30-26
Raber, Brian (CH)		12-06-22	11-30-26
Salomon, Emmanuel (LDH)		12-03-24	11-30-26
Mosequera, Nemie P. (LDH)**		12-03-24	11-30-26
Woods, Richard (LDH)		12-03-24	11-30-26
Woods, Thomas (LDH)		12-03-24	11-30-26
Seay, Al (LDH)		12-03-24	11-30-26
Wilvert, Karl (AR)		12-06-22	11-30-26
Vacant (LDH)	Alt. 1		11-30-26
Vacant (LDH)	Alt. 2		11-30-26
Vacant (LDH)	Alt. 3		11-30-26

[11] Women's Issues Commission*
Established by: Ordinance No. 02-1246, §1 (CMC §27106.6)
Membership: 9 members; 3 alternates
Qualification: Shall be a resident of the City of Carson or work in the City of Carson during their tenure on the Commission and shall be at least eighteen (18) years of age at the time of the member's appointment
Meetings: 4th Monday, 6:00 p.m. (City Manager Conference Room)
Staff Liaison: Keichun Graves, Council Aide x1799
Support Staff:

Commissioner		Appointed	Term Expires
De La Cruz Manio, Connie (LDH)		02-03-26	11-30-26
Fielder, Yolanda (LDH)		12-03-24	11-30-26
Fields-Robinson, Dr. Leandrea (LDH)**		12-03-24	11-30-26
Foster, Carolyn (LDH)		12-03-24	11-30-26
Finley, Stephanie (JD)		10-21-25	11-30-26
Odom Houze, Susan (JH)		04-04-23	11-30-26
Price, Dr. Greta (AR)		12-06-22	11-30-26
Williams, Maria (CH)		12-03-24	11-30-26
Tresvant, Sheila (LDH)		12-03-24	11-30-26
Jones-Phillips, Jennifer (LDH)	Alt. 1	06-03-26	11-30-26
Mackson, Monique (LDH)	Alt. 2	12-03-24	11-30-26
Giles Washington, Christyna (LDH)	Alt. 3	04-07-26	11-30-26

[12] Youth Commission*
Established by: Ordinance No. 98-1132, §1 (CMC §27100.6)
Membership: 11 members; 3 alternates
Qualification: Resident of the City of Carson and be at least 13, but not more than 18 years of age at the time of appointment.
Meetings: 2nd Wednesday, 7:00 p.m. (Executive Conference Room)
Staff Liaison: Brian Legaspi, Council Aide x 1721
Support Staff:

Commissioner		Appointed	Term Expires
Mitchell, Hannah (LDH)		06-06-24	11-30-26
Moore, Joshua (JH)		06-06-24	11-30-26
Redway, Khristopher (LDH)		06-06-24	11-30-26
Estrada, Juan (LDH)		06-06-24	11-30-26
Villasana, Andrea (JD)		12-03-24	11-30-26
Mitchell, Jazcidi (LDH)		12-03-24	11-30-26
Zulueta, Nathaniel (LDH)**		02-17-26	11-30-26
Smith, Zoey (CH)		06-06-24	11-30-26
Zulueta, Nathaniel (LDH)		06-03-26	11-30-26
Homna, Kayla (AR)		01-07-25	11-30-26
Macias, Lea (LDH)		01-07-25	11-30-26
Ortiz, Miranda (LDH)	Alt. 1	01-06-26	11-30-26
Cones-Canx, Sydney (LDH)	Alt. 2	01-06-26	11-30-26
Cruz, Jayden (LDH) *Pending Oath	Alt. 3	01-06-26	11-30-26

II. BOARDS & COMMITTEES
Article VI, §602 of the City Charter: To be qualified for appointment, the member shall be a qualified elector of the City, shall be domiciled in the City for at least sixty (60) days immediately preceding their appointment, and shall continue to reside in the City for the duration of his or her tenure, unless otherwise provided by ordinance.
The mayor and each member of the city council may appoint one member to a position on each City board, committee or commission, and the remaining membership positions shall be appointed by the mayor and approved by a majority of the city council, including the three alternates.

[13] Measure C and Measure K Budget Oversight Committee
Established by: Ordinance No. 09-1423 (CMC §61119); Amended by Resolution No. 19-027; Amended by Resolution No. 221-030
Membership: 5 members; 2 alternates
Qualification: Resident of the City of Carson
Meetings: 2nd Tuesday, 6:30 p.m. (Community Center)
Staff Liaison: William Jefferson, Director of Finance x1756
Support Staff: Vicki Hernandez, Senior Clerk x1744

		Appointed	Term Expires
Dorsey-Reeves, Vera (CH)		04-04-23	11-30-26
Cottrell-Fulbright, Lisa (AR)		05-06-25	11-30-26
Hunter, Cynthia (LDH)		04-04-23	11-30-26
Momoli, Nora (JD)		12-03-24	11-30-26
Hemphill, Dr. Afia (JH)		12-03-24	11-30-26
Vacant (LDH)	Alt. 1		11-30-26
Vacant (LDH)	Alt. 2		11-30-26

[14] Mobilehome Park Rental Review Board

Established by: Ordinance No. 79-485U, §4702; §607 of the City Charter

Membership: 7 members (2 resident homeowners, 2 park owners, 3 at-large who are residents of the City and not homeowners, park owners, landlords, property managers or tenant in multifamily housing); 8 alternates (2 resident homeowners, 2 park owners, 4 at-large)
Qualification: See membership.
Meetings: 2nd and 4th Wednesday, 6:30 p.m. (City Council Chambers)
Staff Liaison: Tara Matthew, Interim Housing Program Manager x1708
Support Staff: Sandy Solis, Division Secretary x1325

		Appointed	Term Expires
Richardson, Sheila (JH)	At-large	06-16-26	11-30-26
Valdez, Daniel (JD)	At-large	12-03-24	11-30-26
Hernandez, Susan (AR)	At-large	04-21-26	11-30-26
Clark Harris, Dr. Alice (LDH)	At-large Alt. 1	04-04-23	11-30-26
Muhammad, Nafis (LDH)	At-large Alt. 2	04-04-23	11-30-26
Perez, Karey (LDH)	At-large Alt. 3	04-04-23	11-30-26
Hayes, Phyllis (LDH)	At-large Alt. 4	04-04-23	11-30-26
Horton, Maria (LDH)	Park Owner	12-02-25	11-30-26
Forbath, Susy (LDH)	Park Owner	04-04-23	11-30-26
Dzikowski, Barbara (LDH)	Park Owner Alt. 1	12-02-25	11-30-26
Kleege, Robert Bruce (LDH)	Park Owner Alt. 2	03-04-25	11-30-26
Nelson, Drake (LDH)**	Resident Homeowner	07-07-26	11-30-26
Vacant (CH)	Resident Homeowner		11-30-26
Davis, William (LDH)	Resident Homeowner Alt. 1	04-04-23	11-30-26
Vacant (LDH)	Resident Homeowner Alt. 2		11-30-26

[15] Relocation Appeals Board
Established by: Ordinance No. 74-313 (CMC §21004)
Membership: 9 members; 3 alternates
Qualification: Resident of the City of Carson
Meetings: Only when necessary
Staff Liaison: Sandy Solis, Economic Development Liaison x1325
Support Staff:

		Appointed	Term Expires
Batucal, Dennis (LDH)		04-04-23	11-30-26
Evans, Linda (LDH)		04-04-23	11-30-26
Tate, Dorothy (LDH)**		01-23-24	11-30-26
Guray, Jr., Tancredo "Jun" (JD)		12-03-24	11-30-26
Witherspoon, Murphy (LDH)		01-07-25	11-30-26
Anson, Jr., Oscar (LDH)		01-23-24	11-30-26
Vacant (CH)			11-30-26
Morrison, Christopher (JH)		09-16-25	11-30-26
Vacant (AR)			11-30-26
Vacant (LDH)	Alt. 1		11-30-26
Vacant (LDH)	Alt. 2		11-30-26
Vacant (LDH)	Alt. 3		11-30-26

III. SPECIAL COMMITTEE

[16] General Plan Advisory Committee
Established by: Minute Action 10-03-17; Amended by Resolution No. 19-029;
Amended by Resolution No. 21-031
Membership: 7 members; 2 alternates
Meetings: Only when necessary
Staff Liaison: McKina Alexander, Planning Manager x1326
Support Staff: Planning Technician x1327

		Appointed	Term Expires
Mayor Lula Davis-Holmes (LDH)		04-04-23	11-30-26
Councilmember Jim Dear (JD)		12-03-24	11-30-26
Brimmer, Charlotte (LDH)**		04-04-23	11-30-26
Dudley-Kimble, Monica (CH)		04-04-23	11-30-26
Gonzalez, Leonor (AR)		04-04-23	11-30-26
Hamilton, Dr. John (JH)		04-04-23	11-30-26
Sheriff Department Representative (LDH)		04-04-23	11-30-26
Cottrell-Fulbright, Lisa (LDH)	Alt. 1	04-04-23	11-30-26
Lott, Aminika (LDH)	Alt. 2	04-04-23	11-30-26

IV. SPECIAL BOARD

[17] Carson Reclamation Joint Powers Authority (CRJPA)

Established by: Resolution No. 15-01-CRJPA; Resolution No. 21-02-CRJPA

Membership: 5 members
Meetings: 1st Monday, 4:00 p.m. (Helen Kawagoe Council Chambers)
Staff Liaison: John Raymond, Executive Director x1773
Support Staff: Sylvia Rubio, Executive Assistant x1318

	Appointed	Term Expires
Authority Chair Lula Davis-Holmes	01-20-26	01-20-31
Vice Chair Cedric Hicks	01-20-26	01-20-31
Board Member Ray Aldridge, Jr.	01-20-26	01-20-31
Board Member Lillian Hopson	01-20-26	01-20-31
Board Member Dianne Thomas	01-20-26	01-20-31

V. COUNCIL SUB-COMMITTEES

[18] Bingo/Fireworks
Established by: Minute Order 04-02-19

	Appointed
Mayor Davis-Holmes	12-03-24
Councilmember Rojas	12-03-24

[19] Community Development/Housing/Logistics & Transit Standing Committee
Established by: Minute Order 04-02-19

	Appointed
Mayor Davis-Holmes	12-03-24
Mayor Pro Tempore Hicks, Sr.	12-03-24

[20] Dignity Health Sports Park/CSUDH/Community Center Standing Committee
Established by: Minute Order 04-02-19

	Appointed
Mayor Pro Tempore Hicks, Sr.	06-01-21
Councilmember Dr. Hilton	06-01-21

[21] Legislative Ad Hoc Committee
Established by: Minute Order 02-16-21

	Appointed
Mayor Pro Tempore Hicks, Sr.	12-03-24
Councilmember Dr. Hilton	12-03-24

[22] City Hall/Community Center Renovation Ad Hoc Committee
Established by: Minute Order 01-16-21

	Appointed
Mayor Davis-Holmes	01-26-21
Councilmember Dr. Hilton	01-26-21

[23] Economic Development/E-Commerce Ad-Hoc Committee
Established by: Minute Order 03-02-21

	Appointed
Mayor Davis-Holmes	03-02-21
Mayor Pro Tempore Hicks, Sr.	03-02-21

[24] Conditional Use Permit Ad Hoc Committee
Established by: Minute Order 04-05-22

	Appointed
Mayor Davis-Holmes	04-05-22
Councilmember Dr. Hilton	04-05-22

[25] Housing Ad Hoc Committee
Established by: Minute Order 03-16-21

	Appointed
Councilmember Dr. Hilton	12-03-24
Mayor Pro Tempore Hicks, Sr.	12-03-24

[26] Diversity, Equity and Inclusion Ad Hoc Committee
Established by: Minute Order 09-07-21

	Appointed
Councilmember Dr. Hilton	09-07-21
Councilmember Rojas	03-01-22

[27] Standard Management Procedures and Special Ecents Ad Hoc Committee
Established by: Minute Order 01-04-22

	Appointed
Mayor Davis-Holmes	01-04-22
Councilmember Dr. Hilton	01-04-22

[28] Cell 2 Settlement Ad Hoc Committee
Established by: Minute Order 02-07-22 (Carson Reclamation Authority)

	Appointed
Authority Chair Lula Davis-Holmes	02-07-22
Board Member Dianne Thomas	02-07-22

[29] School Safety Ad Hoc Committee
Established by: Minute Order 02-15-22

	Appointed
Councilmember Dr. Hilton	12-03-24
Councilmember Rojas	12-03-24
Captain Jones Norman	12-03-24

[30] Carson Finance and Audit Committee
Established by: Minute Order 06-20-23

	Appointed
Mayor Davis-Holmes	06-20-23
Councilmember Rojas	06-20-23
Mayor Pro Tempore Hicks, Sr.	02-18-24

[31] Short-Term Rentals Ad Hoc Committee
Established by: Minute Order 03-02-21
Established by: Minute Order 10-03-23

	Appointed
Mayor Davis-Holmes	10-03-23
Councilmember Dr. Hilton	10-03-23

[32] Special Event Ad Hoc Committee
Established by: Minute Order 06-06-24

	Appointed
Mayor Davis-Holmes	06-06-24
Councilmember Dr. Hilton	06-06-24

[33] LA '28 Olympics Ad Hoc Committee
Established by: Minute Order 07-16-24

	Appointed
Mayor Davis-Holmes	07-16-24
Councilmember Dr. Hilton	07-16-24

[34] Refinery Ad Hoc Committee
Established by: Minute Order 12-03-24

	Appointed
Mayor Davis-Holmes	12-03-24
Mayor Pro Tempore Hicks, Sr.	12-03-24

[35] Grocery Store Ad Hoc Committee
Established by: Minute Order 06-18-24

	Appointed
Councilmember Dr. Hilton	06-18-24
Mayor Pro Tempore Hicks, Sr.	06-18-24

[36] Gil Smith Mermorial Ad Hoc Committee
Established by: Minute Order 01-07-25

	Appointed
Mayor Pro Tempore Hicks, Sr.	02-03-26
Councilmember Dr. Hilton	01-07-25

[37] Energy Ad Hoc Committee
Established by: Minute Order 09-16-25

	Appointed
Mayor Pro Tempore Hicks, Sr.	09-16-25
Councilmember Dr. Hilton	09-16-25

[38] Transportation and Dial-A-Ride Services Ad Hoc Committee
Established by: Minute Order 11-05-25

	Appointed
Mayor Pro Tempore Hicks, Sr.	11-05-25
Councilmember Dr. Hilton	11-05-25

[39] Drive Construction Project Ad Hoc Committee
Established by: Minute Order 03-03-25

	Appointed
Mayor Lula Davis-Holmes	03-03-26
Board Member Dianne Thomas	03-03-26

VI. CITY AFFILIATED ORGANIZATIONS

[40] California Contract Cities Association

		Appointed
Mayor Pro Tempore Hicks, Sr.	Delegate	12-03-24
Mayor Davis-Holmes	Alternate	12-03-24

[41] Clean Power Alliance

Ord. No. 17-1633; LACCE Joint Powers (Authority)

		Appointed
Mayor Pro Tempore Hicks, Sr.	Delegate	11-15-22
Councilmember Rojas	Alt. 1	12-03-24
Staff Member Reata Kulcsar	Alt. 2	11-15-22

[42] County of Los Angeles Public Library Commission

		Appointed
Mayor Davis-Holmes	Delegate	12-03-24

[43] County SanitationDistricts of Los Angeles (Dist. No. 8)*

Automatic designation of Mayor as Delegate per Health and Safety Code Section 4730. City Council as governing body, must select an alternate to act in place of presiding officer (Mayor) in absence, inability, or refusal to act.

		Appointed
Mayor Davis-Holmes	Delegate	01-26-21
Councilmember Dr. Hilton	Alternate	12-03-24

[44] Greater Los Angeles County Vector Control District (Formerly SE Mosquito Abatement)*

The District's governing power is vested in its 35 members of the Board of Trustees. One trustee is appointed by each of the 34 cities and the County Board of Supervisors appoints one to represent unincorporated areas of Los Angeles County. To be appointed, the member must reside in and be a resident voter of the representative city (or county for county member) in the District. Board member duties and responsibilities include setting policy, establishing the budget, approving expenditures, and retaining legal counsel. The vector Trustee appointment and term are governed by the State Health and Safety Code and begin and end on the first Monday in January. Additionally, the State Health and Safety code does not allow for alternate members to be appointed.

		Appointed	Term Expires
Councilmember Dear	Delegate	01-26-21	01-05-26
		(effective 01-03-22)	

[45] L.A. County City Selection Committee

Per Government Code Section 50270, the membership of each such City Selection Committee shall consist of the Mayor of each city within the county. Members of the LA County City Selection Committee include the Mayor of each city within Los Angeles County. Each city appoints an elected official as a delegate to the City Selection Committee; it usually is the Mayor. The term of office for each Member of the LA County City Selection Committee coincides with City Mayor terms, and the Committee meets three or four times a year, at the call of the Chairman. Their duties are to appoint City representatives to such Boards, Commissions and Agencies as may be required by law, i.e., LAFCO, South Coast Air Quality Management District, Los Angeles County Metropolitan Transportation Authority, Los Angeles County Hazardous Waste Management Advisory Committee; and to nominate for appointment Members to the California Coastal Commission. Nominations for the City Selection Committee appointees to the MTA are made by the Sector Subcommittees for the Sectors whose representatives' terms are expiring. The cities assigned to one of the four regions in Los Angeles County. Nominations for the City Selection Committee appointees to the MTA are made by the Sector Subcommittees for the Sectors whose representatives' terms are expiring. The cities assigned to one of the four regions in Los Angeles County (North County/San Fernando Valley, San Gabriel Valley, Southeast Long Beach and Southwest Corridor) shall meet as a Sector Subcommittee. Each candidate with a majority weighted vote will then be nominated from that Sector for consideration for appointment to the MTA.

		Appointed
Mayor Davis-Holmes	Delegate	01-26-21
Councilmember Dr. Hilton	Alternate	01-23-24

[46] League of California Cities

		Appointed
Councilmember Rojas	Delegate	03-01-22
Councilmember Dr. Hilton	Alt. 1	01-26-21
Mayor Davis-Holmes	Alt. 2	12-03-24

[47] League of California Cities (Los Angeles Co. Division)

		Appointed
Councilmember Dr. Hilton	Delegate	12-03-24
Councilmember Rojas	Alt. 1	01-26-21
Mayor Davis-Holmes	Alt. 2	12-03-24

[48] National League of Cities

		Appointed
Mayor Pro Tempore Hicks, Sr.	Delegate	01-26-21
Councilmember Rojas	Alt. 1	12-03-24
Councilmember Dr. Hilton	Alt. 2	12-03-24

[49] South Bay Cities Council of Govts (Joint Powers Authority)

		Appointed
Mayor Pro Tempore Hicks, Sr.	Delegate	01-26-21
Mayor Davis-Holmes	Alternate	12-03-24

[50] South Bay Workforce Investment Board

		Appointed	Term Expires
Ted Cordova	Member	06-18-24	06-30-28
Jeffrey Jennison	Member	06-18-24	06-30-28
Janice Jimenez	Member	07-01-21	06-30-25
Tamala Lewis	Member	07-01-19	06-30-23
Tami Lorenzen-Fanselow	Member	07-01-19	06-30-23

[51] Southern California Association of Governments (SCAG)

		Appointed
Councilmember Dr. Hilton	Delegate	01-26-21
Mayor Davis-Holmes	Alt. 1	01-26-21
Councilmember Rojas	Alt. 2	12-03-24

[52] U.S. Conference of Mayors

		Appointed
Mayor Davis-Holmes	Delegate	01-26-21
Councilmember Rojas	Alt. 1	03-01-22
Mayor Pro Tempore Hicks, Sr.	Alt. 2	01-26-21

[53] West Basin Water Association

		Appointed
Mayor Davis-Holmes	Delegate	12-03-24
Mayor Pro Tempore Hicks, Sr.	Alternate	01-26-21