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

Tuesday, October 6, 2026
701 East Carson Street
City Hall

5:00 PM

Lula Davis-Holmes, Mayor

Dr. Jawane Hilton, District 1 Councilmember

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

Jim Dear, District 2 Councilmember

Arleen Bocatija Rojas, District 4 Councilmember

Dr. Khaleah Bradshaw, City Clerk

Monica Cooper, City Treasurer

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

PUBLIC INFORMATION

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

PUBLIC VIEWING AVAILABLE BY:

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

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

- **Email:** Public comments can be emailed to **cityclerk@carsonca.gov**. The cut-off time to submit any email communications is 3:00 p.m. on the day of the meeting.
- **Written:** Written comments can be dropped off at the City Clerk's Office at City Hall. The cut-off time to submit any written communications is 3:00 p.m. on the day of the meeting. Written comments dropped off at the City Clerk's Office or any email 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. REVEREND DR. DONALD COOK II FROM FIRST LUTHERAN OF CARSON

CLOSED SESSION (Items 2-4)

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

ANNOUNCEMENT OF CLOSED SESSION ITEMS (CITY ATTORNEY)

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

2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (CITY COUNCIL)
   — A closed session will be held, pursuant to Government Code Section 54956.9(d)(1), to confer with legal counsel regarding existing litigation to which the City of Carson is a party. The title of such litigation is as follows: Blanca Silva De Cervantes v. City of Carson, et al. Los Angeles County Superior Court Case No. 25CMCV00903.

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

4. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION (CITY COUNCIL)
   — A closed session will be held, pursuant to Government Code Section 54956.9 (d)(4), because the City is considering whether to initiate litigation in 1 potential case.

RULES OF DECORUM:

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

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

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

REPORT ON CLOSED SESSION ACTIONS (CITY ATTORNEY)

INTRODUCTIONS (MAYOR) (Items 5-6)

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

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

PRESENTATIONS (Items 7-14)

7. CERTIFICATE RECOGNIZING LEA MACIAS AS MAYOR FOR THE DAY

8. CARSON CULTURAL EXCHANGE WITH SOKA CITY, JAPAN PRESENTATION

9. PRESENTATION TO THE CARSON CITY COUNCIL IN RECOGNITION OF SAMOAN FLAG DAY

10. PROCLAMATION RECOGNIZING OCTOBER AS BREAST CANCER AWARENESS MONTH

11. PROCLAMATION RECOGNIZING FILIPINO AMERICAN HISTORY MONTH

12. PROCLAMATION RECOGNIZING BULLYING PREVENTION MONTH

13. RECOGNITION OF THE CITY OF CARSON FOR RECEIVING THE CERTIFICATE OF ACHIEVEMENT FOR EXCELLENCE IN FINANCIAL REPORTING (COA) AND POPULAR ANNUAL FINANCIAL REPORTING (PAFR) AWARDS FOR FISCAL YEAR 2024-2025 FROM THE GOVERNMENT FINANCE OFFICERS ASSOCIATION

14. CITY OF CARSON FAM FEST EVENT RECAP VIDEO

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

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

APPROVAL OF MINUTES (Item 15)

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

CONSENT (Items 16-30)

ANY ITEM OR ITEMS MAY BE REMOVED FOR DISCUSSION

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

16. CONSIDER RESOLUTION NO. 26-114, A RESOLUTION OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $7,137,935.73 DEMAND CHECK NUMBERS 186988 THROUGH 187366 AND 325 THROUGH 334 (CITY COUNCIL)
RECOMMENDED ACTION
— 1. WAIVE further reading and ADOPT Resolution No. 26-114, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON ALLOWING CLAIMS AND DEMANDS IN THE AMOUNT OF $7,137,935.73 DEMAND CHECK NUMBERS 186988 THROUGH 187366 AND 325 THROUGH 334."

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

18. 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 AND RESTATING THE COMPENSATION AND BENEFITS, AND AMENDING THE CLASSIFICATION PLAN, RESOLUTION NO. 77-111, BY ADOPTING UPDATED JOB CLASSIFICATION SPECIFICATIONS FOR UNREPRESENTED SENIOR COUNCIL AIDE AND COUNCIL AIDE POSITIONS"

19. REVIEW AND CONSIDER APPROVAL OF THE REVISED CONFLICT OF INTEREST CODES FOR THE CITY OF CARSON, CARSON SUCCESSOR AGENCY, AND CARSON HOUSING AUTHORITY; AND CONSIDERATION OF RESOLUTIONS ADOPTING REVISIONS FOR THE CONFLICT OF INTEREST CODES FOR THE CITY OF CARSON, CARSON SUCCESSOR AGENCY, AND CARSON HOUSING AUTHORITY, RESPECTIVELY (CITY COUNCIL)

RECOMMENDED ACTION

— 1. COMPLETE the City Council's required biennial review of its own COI code and the COI codes for the Carson Successor Agency and Carson Housing Authority by affirming that its biennial review is completed; and

— 2. APPROVE the revised COI codes for the City of Carson, Carson Successor Agency and Carson Housing Authority; and,

— 3. WAIVE further reading and ADOPT Resolution No. 26-025, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING THE CONFLICT OF INTEREST CODE WHICH INCORPORATES BY REFERENCE THE CONFLICT OF INTEREST CODE PREPARED BY THE FAIR POLITICAL PRACTICES COMMISSION"; and,

— 4. WAIVE further reading and ADOPT Resolution No. 26-03-CSA, "A RESOLUTION OF THE SUCCESSOR AGENCY TO THE CARSON REDEVELOPMENT AGENCY, CITY OF CARSON, CALIFORNIA, UPDATING AND REVISING THE CONFLICT OF INTEREST CODE WHICH INCORPORATES BY REFERENCE THE CONFLICT OF INTEREST CODE PREPARED BY THE FAIR POLITICAL PRACTICES COMMISSION"; and,

— 5. WAIVE further reading and ADOPT Resolution No. 26-03-CHA, "A RESOLUTION OF THE CARSON HOUSING AUTHORITY, CITY OF CARSON, CALIFORNIA, UPDATING AND REVISING THE CONFLICT OF INTEREST CODE WHICH INCORPORATES BY REFERENCE THE CONFLICT OF INTEREST CODE PREPARED BY THE FAIR POLITICAL PRACTICES COMMISSION".

20. CONSIDER APPROVAL OF A SUBCONTRACT AGREEMENT WITH THE SOUTH BAY WORKFORCE INVESTMENT BOARD FOR CONTINUED PARTICIPATION IN THE TRANSITIONAL SUBSIDIZED EMPLOYMENT PROGRAM TO SUPPORT WORKFORCE SERVICES AT THE CITY OF CARSON (CITY COUNCIL)

RECOMMENDED ACTION

— 1. Approve the Subcontract Agreement between the City of Carson and the South Bay Workforce Investment Board, Inc. to provide Transitional Subsidized Employment Programs in the City of Carson; and,

— 2. Authorize the City Manager or his designee to execute the Agreement, following approval as to form by the City Attorney.

21. CONSIDER ADOPTION OF (1) RESOLUTION NO. 26-123 APPROVING A TENTATIVE AGREEMENT FOR AN AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CARSON AND THE SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU) LOCAL 721 – CARSON PROFESSIONAL SUPERVISOR ASSOCIATION, AND (2) RESOLUTION NO. 26-115 APPROVING THE AMENDED SUCCESSOR MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND SEIU LOCAL 721 FOR THE PERIOD OF JULY 1, 2024 – JUNE 30, 2027 AND RESCINDING AND REPLACING RESOLUTION NO. 25-075 (CITY COUNCIL)
RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Resolution No. 26-123, “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, APPROVING THE TENTATIVE AGREEMENT FOR AN AMENDMENT TO MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CARSON AND THE SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU) LOCAL 721 – CARSON PROFESSIONAL SUPERVISOR ASSOCIATION, FOR THE PERIOD OF JULY 1, 2024 TO JUNE 30, 2027"; and,

— 2. WAIVE further reading and ADOPT Resolution 26-115, “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, APPROVING THE AMENDED SUCCESSOR MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CARSON AND THE SERVICE EMPLOYEES INTERNATIONAL UNION ("SEIU") LOCAL 721 – CARSON PROFESSIONAL SUPERVISOR ASSOCIATION REPRESENTING THE PROFESSIONAL AND SUPERVISORY EMPLOYEES BARGAINING UNIT OF THE CITY OF CARSON, FOR THE PERIOD OF JULY 1, 2024 - JUNE 30, 2027 (REPLACING AND SUPERSEDING RESOLUTION NO. 25-075).”

22. CONSIDERATION OF RESOLUTION NO. 26-116 AMENDING THE CLASSIFICATION PLAN, RESOLUTION NO. 77-111, BY ADOPTING A NEW CLASSIFICATION SPECIFICATION OF MULTIMEDIA ASSISTANT (CITY COUNCIL)
RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Resolution No. 26-116, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING THE JOB CLASSIFICATION PLAN, RESOLUTION NO. 77-111, BY ADOPTING A NEW CLASSIFICATION SPECIFICATION OF PART-TIME MULTIMEDIA ASSISTANT"

23. CONSIDER ADOPTION OF RESOLUTION NO. 26-113, A RESOLUTION OF THE CITY COUNCIL ADOPTING THE SOUTH BAY CITIES COUNCIL OF GOVERNMENTS’ REGIONAL EARLY ACTION PLANNING 2.0 COMMERCIAL REDEVELOPMENT TO HOUSING STUDY (REAP 2.0 STUDY) AND DIRECTING STAFF TO PURSUE APPLICABLE STUDY RECOMMENDATIONS (CITY COUNCIL)
RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT RESOLUTION NO. 26-113, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, ADOPTING THE SOUTH BAY CITIES COUNCIL OF GOVERNMENTS’ REGIONAL EARLY ACTION PLANNING 2.0 COMMERCIAL REDEVELOPMENT TO HOUSING STUDY AND DIRECTING STAFF TO PURSUE APPLICABLE STUDY RECOMMENDATIONS"

24. CONSIDER APPROVAL OF MEASURE M FUNDING AGREEMENT, MULTI-YEAR SUBREGIONAL PROGRAMS, WITH LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY IN THE AMOUNT OF $8,000,000 FOR THE CONSTRUCTION OF LENARDO DRIVE IN THE CITY OF CARSON AND RESOLUTION NO. 26-112, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON AMENDING THE CAPITAL IMPROVEMENT PROJECTS BUDGET IN THE AMOUNT OF $8,000,000 TO INCORPORATE THE GRANT INTO PROJECT NO. 1617, LENARDO DRIVE (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE the Measure M Funding Agreement, Multi-Year Subregional Programs, with the Los Angeles County Metropolitan Transportation Authority (LA Metro) in the amount of $8,000,000 for the Lenardo Drive Project; and,

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

— 3. WAIVE further reading and ADOPT Resolution No. 26-112, "A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2026-27 BUDGET IN THE CAPITAL IMPROVEMENT PROJECTS FUND TO RECEIVE $8,000,000 FOR THE LENARDO DRIVE PROJECT, PROJECT NO. 1617."

25. CONSIDER APPROVAL OF THE FISCAL YEAR 2026-2027 THROUGH FISCAL YEAR 2030-2031 MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF CARSON AND PARTICIPATING DOMINGUEZ CHANNEL WATERSHED MANAGEMENT AREA AGENCIES FOR THE ADMINISTRATION AND COST SHARING OF THE COORDINATED INTEGRATED MONITORING PROGRAM AND WATERSHED MANAGEMENT PROGRAM (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE the Fiscal Year 2026-27 through Fiscal Year 2030-31 Memorandum of Agreement between the City of Los Angeles, City of Carson, City of El Segundo, City of Hawthorne, City of Inglewood, City of Lawndale, City of Lomita, Los Angeles County Flood Control District, County of Los Angeles, and South Bay Cities Council of Governments for the administration and cost sharing associated with implementation of the Coordinated Integrated Monitoring Program and Enhanced Watershed Management Program for the Dominguez Channel Watershed Management Area; and,

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

26. CONSIDER APPROVAL OF AMENDMENT NO. 1 TO THE CONTRACT SERVICES AGREEMENT WITH RON'S MAINTENANCE, INC. TO EXTEND CITYWIDE CATCH BASIN CLEANING AND MAINTENANCE SERVICES FOR ONE ADDITIONAL YEAR (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE the proposed Amendment No. 1 to the Contract Services Agreement with Ron's Maintenance, Inc., extending the contract term for one additional year, through October 4, 2027, and authorizing an additional $250,000, for a revised total contract amount not to exceed $918,265; and,

— 2. AUTHORIZE the Mayor to execute the proposed Amendment No. 1 to the Contract Services Agreement, following approval as to form by the City Attorney.

27. CONSIDER APPROVAL OF A PURCHASE ORDER TO QUINNCAT FOR THE PURCHASE OF ONE NEW 2026 OR NEWER CATERPILLAR MODEL 416 BACKHOE LOADER FOR THE PUBLIC WORKS DEPARTMENT, OPERATIONS AND MAINTENANCE DIVISION (CITY COUNCIL)

RECOMMENDED ACTION

— 1. RATIFY the waiver of the formal bidding and contracting requirements and AUTHORIZE the use of cooperative purchasing, as permitted under Sections 2611(g) and 2605(b)(1)(ii) of the Carson Municipal Code; and,

— 2. AUTHORIZE the Purchasing Manager to issue a Purchase Order to QuinnCAT, an authorized Caterpillar Inc. dealer, in an amount not to exceed $170,329.99, for the purchase of one new 2026 or newer Caterpillar Model 416 Backhoe Loader (Exhibit No. 2); and,

— 3. DECLARE the City's existing 2003 Case 580M Tractor Backhoe as surplus equipment and AUTHORIZE staff to proceed with its sale through the City's established auction process.

28. CONSIDER APPROVAL OF AMENDMENT NO. 4 TO CONTRACT NO. 23-270 WITH T&G GLOBAL, LLC, DBA ST. NICK'S CHRISTMAS LIGHTING & DÉCOR, TO EXTEND THE AGREEMENT AND AUTHORIZE ADDITIONAL HOLIDAY DECORATION ENHANCEMENTS FOR THE 2026 HOLIDAY SEASON (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE the proposed Amendment No. 4 to Contract No. 23-270 with T&G Global, LLC, doing business as St. Nick's Christmas Lighting & Décor, extending the Agreement for one additional year and authorizing additional holiday decoration enhancements for the 2026 holiday season, for a revised total contract amount not to exceed $841,556; and,

— 2. AUTHORIZE the Mayor to execute Amendment No. 4, following approval as to form by the City Attorney.

29. CONSIDER APPROVAL OF AMENDMENT NO. 3 TO THE CONTRACT SERVICES AGREEMENT WITH CHOURA VENUE SERVICES TO EXTEND THE AGREEMENT THROUGH DECEMBER 31, 2028, AND AUTHORIZE ADDITIONAL FUNDING FOR CONTINUED CATERING SERVICES AT THE CARSON EVENT CENTER (CITY COUNCIL)

RECOMMENDED ACTION

— 1. DETERMINE that waiving the re-solicitation requirement is in the City's best interest and WAIVE the re-solicitation requirement pursuant to Carson Municipal Code Section 2611(m)(2); and,

— 2. APPROVE the proposed Amendment No. 3 to Contract No. 23-022 with Choura Venue Services, a California corporation, extending the Agreement through December 31, 2028, and increasing the total contract amount by $690,000, from $803,000 to an amount not to exceed $1,493,000 (Exhibit No. 4); and,

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

30. CONSIDER APPROVAL OF A CONTRACT SERVICES AGREEMENT WITH Z&K CONSULTANTS, INC. FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR PROJECT NO. 1636 – MILLS PARK SITE RECONSTRUCTION AND PROJECT NO. 1795 – MILLS PARK RECREATION CENTER BUILDING RENOVATION (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE a five-year Contract Services Agreement with Z&K Consultants, Inc. in an amount not to exceed $500,720 to provide construction management and inspection services for Project No. 1636 – Mills Park Site Reconstruction Project and Project No. 1795 – Mills Park Recreation Center Building Renovation; and,

— 2. AUTHORIZE the Mayor to execute the Contract Services Agreement, following 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 31-36)

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

32. CONSIDER RECOGNIZING THE MONTH OF OCTOBER AS SENIOR CITIZEN APPRECIATION MONTH (CITY COUNCIL)
RECOMMENDED ACTION
— DISCUSS and CONSIDER October as Senior Citizen Appreciation Month, including a citywide senior resource campaign to educate, connect, and empower Carson seniors.

33. CONSIDER THE CARSON RENTERS PROTECTION INITIATIVE (CITY COUNCIL)
RECOMMENDED ACTION
— DISCUSS and CONSIDER the Carson Renters Protection Initiative.

34. CONSIDER DIRECTING AND AUTHORIZING THE CITY MANAGER TO BRING ALTERNATIVE FINANCIAL INSTITUTIONS AND FIDUCIARY INVESTMENT SERVICES FOR THE MARATHON/TESORO SETTLEMENT FUNDS (CITY COUNCIL)
RECOMMENDED ACTION
— 1. CEASE plans to deposit or maintain the Marathon/Tesoro settlement funds within the currently designated regional financial institution; and,
— 2. INITIATE an expedited process to identify and transition to a highly rated, major financial institution capable of managing large-scale municipal deposits; and,
— 3. RETAIN a qualified, independent fiduciary investment advisor with the institutional capacity to place and manage capital with premier global asset managers (e.g., BlackRock); and,
— 4. STRUCTURE the incoming capital into a dedicated Infrastructure Trust Fund to ensure long-term wealth preservation and optimized yields for community development.

35. INTRODUCTION AND FIRST READING OF ORDINANCE 26-2614 AMENDING THE CARSON MUNICIPAL CODE TO REGULATE THE OPERATION OF ELECTRIC BICYCLES, MOTORIZED SCOOTERS, ELECTRICALLY MOTORIZED BOARDS, ELECTRIC PERSONAL ASSISTIVE MOBILITY DEVICES, LOW-SPEED VEHICLES, SHARED MOBILITY DEVICES, AND SIMILAR VEHICLES ON PUBLIC SIDEWALKS AND IN CITY PARKS (CITY COUNCIL)
RECOMMENDED ACTION
— 1. INTRODUCE and CONDUCT a first reading, by title only and will full reading waived, of Ordinance No. 26-2614, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING SECTION 3244.2 (RIDING ON SIDEWALKS) OF, AND ADDING SECTION 3246 (REGULATED MOBILITY DEVICES) TO, PART 5 (TRAFFIC REGULATIONS) OF CHAPTER 2 (TRAFFIC REGULATIONS) OF ARTICLE III (PUBLIC SAFETY), AMENDING SECTION 4139.2 (SKATE PARK REGULATIONS) OF CHAPTER 1 (PROHIBITED CONDUCT – OFFENSES) OF ARTICLE 4 (PUBLIC PEACE), AND ADDING SECTION 4139.3 (REGULATED MOBILITY DEVICES) TO CHAPTER 1 (PROHIBITED CONDUCT – OFFENSES) OF ARTICLE 4 (PUBLIC PEACE) OF THE CARSON MUNICIPAL CODE, TO PROHIBIT RIDING OR OPERATION OF ELECTRIC BICYCLES, MOTORIZED SCOOTERS, ELECTRICALLY MOTORIZED BOARDS, ELECTRIC PERSONAL ASSISTIVE MOBILITY DEVICES, LOW-SPEED VEHICLES, SHARED MOBILITY DEVICES, AND SIMILAR VEHICLES ON PEDESTRIAN FACILITIES AND IN CITY PARKS, SUBJECT TO SPECIFIED EXCEPTIONS."

36. 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.

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: October 1, 2026

CITY OF CARSON

File #: **Version:**

Report to City Council, Successor Agency, and Housing Authority

Tuesday, October 6, 2026, 5:00 PM

APPROVAL OF MINUTES 15.

To: City Council, Successor Agency, and Housing Authority

From: Joy Simarago, Deputy City Clerk CCO Administration

Subject: APPROVAL OF THE FOLLOWING CARSON CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY MEETING MINUTES - SEPTEMBER 15, 2026 (REGULAR)

I. SUMMARY

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

- Tuesday, September 15, 2026 (Regular)

II. RECOMMENDATION

APPROVE the minutes as listed.

III. ALTERNATIVES

None.

IV. BACKGROUND

None.

V. FISCAL IMPACT

None.

VI. EXHIBITS

1. Minutes, September 15, 2026 (Regular)

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

Attachments

Minutes - CC Reg Mtg 09-15-26.pdf

CITY OF CARSON

MINUTES

CARSON CITY COUNCIL/
SUCCESSOR AGENCY/HOUSING AUTHORITY
REGULAR MEETING

TUESDAY, SEPTEMBER 15, 2026, 5:00 P.M.

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

Mayor/Agency Chairman/Authority Chairman Lula Davis-Holmes introduced Diego Chiu Castillo (5th grader at Carson Street Elementary School) as Mayor For The Day.

The meeting was called to order at 5:04 P.M. by Mayor For The Day Diego Chiu Castillo in the Helen Kawagoe Council Chambers, Carson City Hall, located at 701 E. Carson Street, Carson, California 90745.

ROLL CALL (CITY CLERK)

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

Council Members/Agency Members/Authority Board Members Present:

Mayor/Agency Chairman/Authority Chairman Lula Davis-Holmes
Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Cedric Hicks, Sr.
Council Member/Agency Member/Authority Board Member Jim Dear
Council Member/Agency Member/Authority Board Member, Dr. Jawane Hilton
Council Member/Agency Member/Authority Board Member Arleen Rojas

Also Present:
Monica Cooper, City/Agency/Authority Treasurer; Sunny Soltani, City/Agency/Authority Attorney; David C. Roberts, Jr., City Manager; Dr. Robert Lennox, Assistant City Manager; John Raymond, Executive Director; Michael Whittiker, Jr., Director of Community Services; Dr. Arlington Rodgers,

Jr., Director of Public Works; Gary Carter, Director of Information Technology and Security; Nora Garcia, Director of Public Safety and Emergency Management; William Jefferson, Director of Finance; Nathan Freemen, Director of Community and Economic Development; Thomas Toman, Deputy City Manager; Armine Chaparyan, Deputy City Manager; Michael George, Government Affairs Officer; Reata Kulcsar, Innovation and Sustainability Officer; and Kourtney Cullors, Chief Deputy City Clerk

FLAG SALUTE

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

INVOCATION (Item 1)

1. PASTOR CHRISTINA BENAMOR FROM GLORY POINTE CHURCH

Pastor Christina Benamor gave the invocation.

CLOSED SESSION (Items 2-3)

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

ACTION: No reportable action was taken.

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

ACTION: Item No. 3 was not discussed.

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

None.

ANNOUNCEMENT OF CLOSED SESSION ITEMS (CITY ATTORNEY)

This item was heard after Item No. 8.

City/Agency/Authority Attorney Soltani announced the Closed Session items and noted Item No. 2 will not be discussed.

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

The meeting was recessed at 5:45 P.M. by Mayor/Agency Chairman/Authority Chairman Davis-Holmes to Closed Session.

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

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

RULES OF DECORUM:

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

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

The meeting was reconvened at 6:03 P.M. by Mayor/Agency Chairman/Authority Chairman Davis-Holmes with all members previously noted present.

REPORT ON CLOSED SESSION ACTIONS (CITY ATTORNEY)

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

INTRODUCTIONS (MAYOR) (Item 4)

4. REPORT FROM CAPTAIN NORMAN OF CARSON SHERIFF'S STATION- 6:53 PM

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

Captain Norman summarized recent law enforcement activities. She announced the Grand Opening of the Sprouts Super Market on September 28, 2026 and gave a Crime Statistics Report.

PRESENTATIONS (Items 5-12)

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

Item No. 5 was heard after Item No. 6.

RJM Design Group representative gave a PowerPoint presentation on the results conducted on the Avalon Boulevard and Central Avenue Wall Improvement Study.

Questions were asked and answered.

(Council Member/Agency Member/Authority Board Member, Dr. Hilton exited the meeting at 6:45 P.M. and reentered the meeting at 6:46 P.M.)

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Hicks, Sr. requested to look at all CMU walls in the Dominguez Park or Del Amo area, Avalon Boulevard side, Central Avenue side, Wilmington Avenue side, University Drive and to include those walls in the improvement process.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes requested that Central Avenue and Avalon Boulevard be taken care of first and come back with Phase 2.

6. NATIONAL VOTER REGISTRATION DAY

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

City Clerk/Agency Secretary/Authority Secretary, Dr. Bradshaw gave a PowerPoint presentation on National Voter Registration Day.

(Council Member/Agency Member/Authority Board Member, Dr. Hilton exited the meeting at 6:16 P.M. and reentered the meeting at 6:21 P.M.)

7. PROCLAMATION RECOGNIZING CAL WATER 100TH ANNIVERSARY

Item No. 7 was heard after Item No. 4.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes presented the proclamation recognizing Cal Water 100th Anniversary to Ralph Felix, Rancho Dominguez District Manager, who offered comments and words of gratitude alongside Richard Garcia, Operations Manager.

8. CERTIFICATE RECOGNIZING DIEGO CHIU AS MAYOR FOR THE DAY

Item No. 8 was heard after Item No. 1.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes presented a Certificate of Recognition to Diego Chiu Castillo, Mayor For The Day. He offered comments and words of gratitude.

9. PROCLAMATION RECOGNIZING PROSTATE CANCER AWARENESS MONTH

Item No. 9 was heard after Item No. 7.

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Hicks, Sr. presented the proclamation recognizing Prostate Cancer Awareness Month to Mary Louise Batiste, Organizer of Carson Chapter Top Ladies of Distinction. She introduced Pamela Pitcher, President of Carson Chapter, and Babette De Lay, National Historian.

10. PROCLAMATION RECOGNIZING SICKLE CELL AWARENESS MONTH

Item No. 10 was not addressed.

11. PROCLAMATION RECOGNIZING HISPANIC HERITAGE MONTH

Item No. 11 was heard after Item No. 9.

Council Member/Agency Member/Authority Board Member Rojas presented the proclamation recognizing Hispanic Heritage Month to Minerva Josefina Tavarez Mirabal, daughter of the late Minerva Mirabal. Minerva introduced her son Manuel Tavarez Mirabal who offered comments recognizing the legacy of the Mirabal Sisters (Patria, Minerva, and Maria Teresa). Marisol Perez offered additional comments regarding the Mirabal Sisters who were from Dominican Republic.

(Council Member/Agency Member/Authority Board Member Rojas exited the meeting.)

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

12. CLEAN N GREEN FESTIVAL RECAP VIDEO

Staff presented the Clean N Green Festival Recap Video.

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

Mayor/Agency Chairman/Authority Chairman Davis-Holmes thanked Director Whittiker, Jr. and his team for their services and assistance with the event.

(Council Member/Agency Member/Authority Board Member Rojas reentered the meeting.)

Genesis Rodriguez, Los Angeles County Sanitation Districts, thanked Director Whittiker, Jr., Mayor, and City Council for their partnership.

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

None.

APPROVAL OF MINUTES (Item 13)

13. APPROVAL OF THE FOLLOWING CARSON CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY MEETING MINUTES - SEPTEMBER 1, 2026 (REGULAR)- 7:24 PM

RECOMMENDED ACTION

— 1. APPROVE the minutes as listed.

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

CONSENT (Items 14-31)

Council Member/Agency Member/Authority Board Member Dear requested to remove Items No. 17, 19, 20, 24, 28, 30, and 31 for discussion.

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

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

RECOMMENDED ACTION

— 1. RECEIVE and FILE this report.

ACTION: Item No. 14 was approved on Consent.

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

RECOMMENDED ACTION

— 1. RECEIVE and FILE contract report (City Manager), August 2026 exhibit one.

— 2. RECEIVE and FILE contract report (Designee), August 2026 exhibit two.

— 3. RECEIVE and FILE budget transfer report, August 2026 exhibit three.

ACTION: Item No. 15 was approved on Consent.

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

RECOMMENDED ACTION

— 1. RECEIVE and FILE this report.

ACTION: Item No. 16 was approved on Consent.

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

RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Resolution No. 26-095, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $7,064,448.30 DEMAND CHECK NUMBERS 186988 THROUGH 187057 AND 265971 THROUGH 266044 AND 317 AND 320 AND 322 THROUGH 327 FOR GENERAL DEMAND AND THE AMOUNT OF $63,925.00, CHECK NUMBER 1304 FOR CO-OP AGREEMENT DEMANDS" (CITY COUNCIL).

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

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

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

** Item was Removed from Consent

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

Council Member/Agency Member/Authority Board Member Dear asked staff to explain the Enterprise Fund.

Director Jefferson explained that the Enterprise Fund was set up a few months ago, a separate fund from the General Fund to properly examine the money that accounts for revenues and expenditures. City Manager Roberts, Jr. offered additional comments.

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

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

RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Resolution No. 26-106, "A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2026/27 BUDGET IN THE GENERAL FUND, SPECIAL REVENUE FUNDS, ENTERPRISE FUNDS, AND THE CAPITAL IMPROVEMENT PROGRAM (CIP) FUND TO CONTINUE UNSPENT APPROPRIATIONS FROM FISCAL YEAR 2025/26"

ACTION: Item No. 18 was approved on Consent.

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

RECOMMENDED ACTION

— 1. APPROVE the proposed updated SMP 2.11.

** Item was Removed from Consent

Item No. 19 was heard after Item No. 17.

Council Member/Agency Member/Authority Board Member Dear asked staff to summarize the basic change that is being made in the reimbursable travel expenses. City Manager Roberts, Jr. responded to his question.

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

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

RECOMMENDED ACTION

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

** Item was Removed from Consent

It was moved to approve staff recommendation with an amendment that any Council District that has fewer parks would be able to utilize the Carson Community Center for a Town Hall Meeting on motion of Council Member Dear, seconded by Council Member, Dr. Hilton.

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

Council Member/Agency Member/Authority Board Member Dear amended his motion that each Council Member can have three staffed Town Hall Meetings in each district which was not accepted by the seconder of the motion.

Motion to approve staff recommendation submitted by Mayor Davis-Holmes seconded by Council Member, Dr. Hilton resulting in 4-1-0-0-0 Opposed by Council Member Dear

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

RECOMMENDED ACTION

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

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

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

ACTION: Item No. 21 was approved on Consent.

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

RECOMMENDED ACTION

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

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

ACTION: Item No. 22 was approved on Consent.

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

RECOMMENDED ACTION

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

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

ACTION: Item No. 23 was approved on Consent.

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

RECOMMENDED ACTION

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

** Item was Removed from Consent

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

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

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

RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Resolution No. 26-099, "A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2026-27 BUDGET IN THE GENERAL FUND, SPECIAL REVENUE FUNDS, AND THE CAPITAL IMPROVEMENT PROGRAM (CIP) FUND"; and,

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

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

ACTION: Item No. 25 was approved on Consent.

26. CONSIDER APPROVING A GRANT OF EASEMENT AND AUTHORIZE THE CITY MANAGER TO EXECUTE A CERTIFICATE OF ACCEPTANCE PURSUANT TO SECTION 27281 OF THE CALIFORNIA GOVERNMENT CODE OF AN EASEMENT FOR TRAFFIC SIGNAL PURPOSES LOCATED AT 285 EAST DEL AMO BOULEVARD, ASSESSOR'S PARCEL NUMBER 7336-010-026 (EVOLVE APARTMENTS DRIVEWAY) (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE the Grant of Easement from MG Evolve Apartments LLC, a Delaware limited liability company; MG Evolve Apartments ASC LLC, a Delaware limited liability company; MG Evolve Apartments CLP LLC, a Delaware limited liability company; MG Evolve Apartments KRT LLC, a Delaware limited liability company, MG Evolve Apartments HAN LLC, a Delaware limited liability company; and MG Evolve Apartments MZG LLC, a Delaware limited liability company (together, “Grantor”)

— 2. AUTHORIZE the City Manager to execute the Certificate of Acceptance following approval as to form by the City Attorney and cause the easement to be recorded in the Official Records of the County of Los Angeles.

ACTION: Item No. 26 was approved on Consent.

27. CONSIDER APPROVING A PURCHASE AGREEMENT WITH DEERE & COMPANY, DBA JOHN DEERE, FOR THE PURCHASE OF TWO TRUFINISH 1235 ELECTRIC UTILITY RAKES (SANDPROS) FOR THE COMMUNITY SERVICES DEPARTMENT’S PARK MAINTENANCE DIVISION (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE a Purchase Agreement with Deere & Company, dba John Deere, an authorized Sourcewell vendor under Contract No. 112624-DAC, for the purchase of two John Deere

TruFinish 1235 Electric Utility Rakes (SandPros), for a total not-to-exceed purchase price of $78,386.12; and,

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

ACTION: Item No. 27 was approved on Consent.

28. CONSIDER APPROVAL OF AMENDMENT NO. 4 TO THE OPERATIONS AND MAINTENANCE AGREEMENT WITH LOS ANGELES COUNTY SANITATION DISTRICT NO. 2 FOR PROJECT NO. 1515 - CARSON STORMWATER CAPTURE FACILITY AT CARRIAGE CREST PARK (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE the proposed Amendment No. 4 to the Operations and Maintenance Agreement between the City of Carson and Los Angeles County Sanitation District No. 2 for Project No. 1515 - Carson Stormwater Capture Facility at Carriage Crest Park, extending the term of the agreement through June 30, 2027; and,

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

** Item was Removed from Consent

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

Council Member/Agency Member/Authority Board Member Dear asked what the annual cost is to maintain the facility.

City Engineer Gilbert Marquez responded that there is no estimate for the annual maintenance. There is an initial contract with the County Sanitation District to perform the interim operations and maintenance for the first six months once the project is accepted as complete and from there, staff will hire a contractor to continue with the operations and maintenance of the facility.

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

29. CONSIDER APPROVAL AND EXECUTION OF A REVISED USE AND MAINTENANCE AGREEMENT WITH THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT FOR PROJECT NO. 1776 – CALAS PARK STORMWATER AND WATER QUALITY IMPROVEMENTS SUPPLEMENTAL ENVIRONMENTAL PROJECT (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE the revised Use and Maintenance Agreement with the Los Angeles County Flood Control District; and,

— 2. AUTHORIZE the Mayor to execute the revised Use and Maintenance Agreement with the Los Angeles County Flood Control District, subject to approval as to form by the City

Attorney.

ACTION: Item No. 29 was approved on Consent.

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

RECOMMENDED ACTION

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

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

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

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

** Item was Removed from Consent

Item No. 30 was heard after Item No. 28.

Council Member/Agency Member/Authority Board Member Dear asked why considering eliminating the existing truck parking zone. Traffic Engineer Jonathan Yee responded to his question.

Stan Pegadiotes, Real Estate Manager for the Los Angeles County Sanitation Districts, offered additional comments.

Council Member/Agency Member/Authority Board Member Dear suggested that staff notify the truck drivers of alternate parking areas.

Motion To Approve submitted by Mayor Lula Davis-Holmes seconded by Dr. Jawane Hilton resulting in 5-0-0-0-0

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

RECOMMENDED ACTION

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

** Item was Removed from Consent

Council Member/Agency Member/Authority Board Member Dear asked where the City stands as far as replacing trees in empty tree wells. Director, Dr. Rodgers, Jr. responded to his question.

ACTION: Mayor/Agency Chairman/Authority Chairman Davis-Holmes ordered to Receive and File the Urban Forest Master Plan (UFMP) with no objection heard.

SPECIAL ORDERS OF THE DAY (Item 32)

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

RECOMMENDED ACTION

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

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

— 3. Review and File this report.

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

(Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Hicks, Sr. exited the meeting at 8:06 P.M.)

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

(Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Hicks, Sr. reentered the meeting at 8:08 P.M.)

Housing Analyst Duane Cobb gave a PowerPoint presentation.

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

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

DISCUSSION (Items 33-35)

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

RECOMMENDED ACTION

— 1. APPROVE proposed Amendment No. 3 to the Professional Services Agreement with RJM Design Group, Inc. for Project No. 1368, Carriage Crest Park Expansion and Improvements

Project, increasing the agreement by $66,580, for a revised total not-to-exceed amount of $1,171,035, and extending the agreement term through December 31, 2026; and,

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

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

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

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

RECOMMENDED ACTION

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

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

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

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

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

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

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

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

Director, Dr. Rodgers, Jr. gave a PowerPoint presentation.

Motion To Approve submitted by Mayor Lula Davis-Holmes seconded by Cedric L. Hicks Sr. resulting in 5-0-0-0-0

35. CONSIDERATION OF ONLY LOCAL UNCONTESTED APPOINTMENTS TO THE CITY'S COMMISSIONS, COMMITTEES, AND BOARDS, AND CITY AFFILIATED ORGANIZATIONS BY MAYOR

AND CITY COUNCIL AND CONSIDER ALL (CONTESTED AND UNCONTESTED) APPOINTMENTS TO ALL COMMISSIONS (CITY COUNCIL)- 8:29 PM

RECOMMENDED ACTION

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

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

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

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

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

ACTION: Mayor and City Council took the following actions:

Mobilehome Park Rental Review Board

Council Member Rojas appointed Michael Sumaron as At-Large Member, her uncontested appointment, to the Mobilehome Park Rental Review Board.

Women's Issues Commission

Mayor Pro Tempore Hicks, Sr. appointed Charlotte Benson, his uncontested appointment, to the Women's Issues Commission.

Public Works Commission

Mayor Pro Tempore Hicks, Sr. removed Cedric Nelms from the Public Works Commission.

City Clerk, Dr. Bradshaw noted staff is recommending Uzoma Mmeje, Alternate 2 on the Public Works Commission, be considered for appointment to regular member.

Youth Commission

Mayor Davis-Holmes appointed the following individuals to the Youth Commission:

Sebastian Flores

Alex Perez

Leilah Harris

Gian Matthew Peji

Kaidence Deer

Motion to ratify the Mayor's appointments to the Youth Commission submitted by Council Member Dear seconded by Mayor Davis-Holmes resulting in 5-0-0-0-0

ORDINANCE SECOND READING (Item 36)

36. SECOND READING AND ADOPTION OF ORDINANCE NOS. 26-2612 AND 26-2613, FINDING NO FURTHER ENVIRONMENTAL REVIEW UNDER CEQA IS REQUIRED PURSUANT TO CEQA GUIDELINES SECTION 15168 AND APPROVING THE DISTRICT AT SOUTH BAY SPECIFIC PLAN AMENDMENT (SPA NO. 00004-2026) AND AMENDED & RESTATED DEVELOPMENT AGREEMENT (DA NO. 0001-26) BETWEEN THE CITY OF CARSON AND CARSON GOOSE OWNER, LLC, FOR 1,567,090 SQUARE FEET OF LIGHT INDUSTRIAL USES ON PLANNING AREA 3 OF THE DISTRICT AT SOUTH BAY SPECIFIC PLAN PROJECT (CITY COUNCIL)

RECOMMENDED ACTION

— 1. CONDUCT a Second Reading by title only and with further reading waived, and ADOPT: (A) Ordinance 26-2612, entitled "AN ORDINANCE OF THE CITY OF CARSON, CALIFORNIA, FINDING (1) NO FURTHER ENVIRONMENTAL REVIEW UNDER CEQA IS REQUIRED FOR THE DISTRICT AT SOUTH BAY SPECIFIC PLAN AMENDMENT (SP00004-2026) PURSUANT TO CEQA GUIDELINES SECTION 15168; AND (2) APPROVING THE DISTRICT AT SOUTH BAY SPECIFIC PLAN AMENDMENT (SP00004-2026), SUBJECT TO CONDITIONS OF APPROVAL"; and (B) Ordinance No. 26-2613, entitled "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, (1) FINDING NO FURTHER ENVIRONMENTAL REVIEW UNDER CEQA IS REQUIRED FOR APPROVAL OF AMENDED & RESTATED DEVELOPMENT AGREEMENT NO. DA-0001-26 PURSUANT TO CEQA GUIDELINES SECTION 15168; AND (2) APPROVING AMENDED & RESTATED DEVELOPMENT AGREEMENT NO. DA-0001-26 BETWEEN THE CITY OF CARSON AND CARSON GOOSE OWNER, LLC, FOR 1,567,090 SQUARE FEET OF LIGHT INDUSTRIAL USES ON PLANNING AREA 3 OF THE DISTRICT AT SOUTH BAY SPECIFIC PLAN PROJECT"; and,

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

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

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

None.

COUNCIL MEMBER REQUESTS TO ADD ITEMS TO FUTURE AGENDAS

None.

ORAL COMMUNICATIONS (COUNCIL MEMBERS)

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

- Asked for the status of the e-bike ordinance
- Requested an ordinance regarding dog walking and waste pick up; City Manager Roberts, Jr. shared that there is an ordinance already in place but they will revisit publicizing it more. He noted the e-bike ordinance item will be on the next City Council meeting agenda.
- Provided an update on past events he attended on behalf of the City
- Expungement Event, September 30, 2026, starting at 9:00 A.M., Carson Event Center
- Town Hall Meeting, September 17, 2026, at 6:30 P.M., Dominguez Park
- Requested a sign be placed regarding the construction dates at Mills Park; Director Whittiker, Jr. responded to his request.
- Requested "No Truck Route" signs on University Drive between Central Avenue and Wilmington Avenue; Noted at the corner of University Drive and Wilmington Avenue, there is a blinking "No Truck Route" sign, but trucks are still driving down University Drive and Central Avenue

Council Member/Agency Member/Authority Board Member, Dr. Hilton asked City Manager Roberts, Jr. to notify the Public Safety Department that there was a woman with a dresser selling snow cones on Dimondale Drive and Central Avenue near Mills Park; requested staff to be vigilant with these pop-up shops.

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

- Thanked the American Society for the Prevention of Cruelty to Animals (ASPCA) for their services located at 16300 S. Figueroa Street; offering free spayed and neutered services from 8:00 A.M. to 3:30 P.M.
- Thanked Public Safety staff for the graffiti removal in the Scottsdale area
- October is Senior Citizen Health Care Awareness Month
- Town Hall Meeting, September 16, 2026, at 6:30 P.M., Foisia Park

Council Member/Agency Member/Authority Board Member, Dr. Hilton announced Sprouts Soft Opening, Friday, September 18, 2026, at 6:45 A.M., in the District 1 area; Grand Opening, Tuesday, September 22, 2026 at 10:00 A.M.

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

- Provided an update on past events he attended on behalf of the City
- Town Hall Meeting, September 16, 2026, at 6:30 P.M., Veterans Park

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

- Town Hall Meetings are to be coordinated with Government Affairs Officer Michael George
- Thanked Public Works staff for assisting with the graffiti removal
- Congratulated staff on the 9/11 Event
- Provided an update on past events she attended on behalf of the City
- Mayor's Prayer Breakfast, September 19, 2026
- Jazz Festival headliner is Sheila E. this year
- Women's Conference

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

None.

RECESS TO CLOSED SESSION

None.

RECONVENE TO OPEN SESSION

None.

REPORT OF ACTIONS ON UNFINISHED OR CONTINUED CLOSED SESSION ITEMS

None.

MEMORIAL ADJOURNMENTS

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

Kelvin D. McGhee, Jr.

William Gray

Charles Wilbert Matthews

City/Agency/Authority Attorney Soltani requested to add Chris Neumeyer to the Memorial Adjournment Requests.

Director Whittiker, Jr. requested to add Jason Moody to the Memorial Adjournment Requests.

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Hicks, Sr. requested to add Howard Miller to the Memorial Adjournment Requests.

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

ADJOURNMENT

The meeting was adjourned at 9:00 P.M. by Mayor/Agency Chairman/Authority Chairman Davis-Holmes.

_____

Lula Davis-Holmes
Mayor/Agency Chairman/Authority Chairman

ATTEST:

_____

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

_____

Signature

CITY OF CARSON

701 East Carson Street

Report to Honorable Mayor and City Council

Tuesday, October 6, 2026, 5:00 PM

CONSENT 16.

To: Honorable Mayor and City Council

From: William Jefferson, Director of Finance FIN Accounting

Subject: CONSIDER RESOLUTION NO. 26-114, A RESOLUTION OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $7,137,935.73 DEMAND CHECK NUMBERS 186988 THROUGH 187366 AND 325 THROUGH 334 (CITY COUNCIL)

I. SUMMARY

The City Council shall receive the Check Demand Register for the period of **07/24/2026 through 09/17/2026** , pursuant to the City's financial policies and applicable provisions of the California Government Code governing municipal fiscal administration.

Summary of Disbursements:

- General Demand Checks: $7,137,935.73

II. RECOMMENDATION

WAIVE further reading and ADOPT Resolution No. 26-114, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON ALLOWING CLAIMS AND DEMANDS IN THE AMOUNT OF $7,137,935.73 DEMAND CHECK NUMBERS 186988 THROUGH 187366 AND 325 THROUGH 334."

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 October 6, 2026, the City Treasurer is hereby directed to pay out the funds named hereon, to each of the claimants listed attached, the amount of warrant appearing opposite their respective names, for the purpose stated on the respective demands, making a total of $7,137,935.73.

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 # 26-114

Attachments

Exhibit 1 – General Demand Claims and Register Resolution # 26-114.pdf

RESOLUTION NO. 26-114

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON ALLOWING CLAIMS AND DEMANDS IN THE AMOUNT OF $7,137,935.73 DEMAND CHECK NUMBERS 186988 THROUGH 187366 AND 325 THROUGH 334.

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

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

SECTION 2: On October 6, 2026, the City Council ratified the demand numbers 186988 through 187366 and 325 through 334 for General Demand. The City Treasurer is hereby directed to pay out the funds hereon, to each of the claimants listed below, the amount of warrant appearing opposite their respective names, for the purpose stated on the respective demands, making a total of $7,137,935.73.

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 6TH DAY OF OCTOBER, 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 6TH DAY OF OCTOBER, 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. 26-114, was adopted by the City of Carson City Council at its meeting held on October 6, 2026, by the following vote:

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

_____
Dr. Khaleah K. Bradshaw, City Clerk

City of Carson

AP CHECK RECONCILIATION REGISTER

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

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

AP CHECK RECONCILIATION REGISTER

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

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
187040	08/27/2026	PRINTED	000240	SOUTHERN CALIFORNIA EDISO	94,839.26			
187041	08/27/2026	PRINTED	007386	KAISER FOUNDATION HEALTH	210.00			
187042	08/27/2026	PRINTED	007090	T-MOBILE USA INC.	6,053.04			
187043	08/27/2026	VOID	007931	TOMECKO JACKSON	1,355.85			
187044	08/27/2026	PRINTED	000135	TRI CITY GLASS CO	495.00			
187045	08/27/2026	PRINTED	008713	TRINITY EQUIPMENT, INC.	1,399.92			
187046	08/27/2026	PRINTED	006769	U S BANK CORPORATE PAYMEN	4,404.64			
187047	08/27/2026	PRINTED	000023	UNITED REFRIGERATION INC	44.39			
187048	08/27/2026	PRINTED	008430	URBAN HABITAT	1,764,837.22			
187049	08/27/2026	PRINTED	001249	VERIZON WIRELESS	190.70			
187050	08/27/2026	PRINTED	005511	VULCAN MATERIALS CO.	5,334.29			
187051	08/27/2026	PRINTED	000361	WEST COAST SAND AND GRAVE	6,649.34			
187052	08/27/2026	PRINTED	002212	HD SUPPLY CONSTRUCTION	178.33			
187053	08/27/2026	PRINTED	008644	WILLIAMS SCOTSMAN, INC.	366.11			
187054	08/27/2026	PRINTED	002925	KARL WILVERT	50.00			
187055	08/27/2026	PRINTED	004222	RICHARD WOODS JR	50.00			
187056	08/27/2026	PRINTED	007777	Plumbwell Plumbing Inc.	1,500.00			
187057	08/27/2026	PRINTED	007777	Rodimiro Felix	1,500.00			
187058	09/02/2026	PRINTED	008049	ABC PARTY RENTAL INC	209.95			
187059	09/02/2026	PRINTED	000137	ADMINISTRATIVE SERVICES C	24,220.08			
187060	09/02/2026	PRINTED	008764	ADVANCED AVANT-GARDE CORP	1,190.00			
187061	09/02/2026	PRINTED	005523	AMAZON CAPITAL SERVICES	1,304.04			
187062	09/02/2026	PRINTED	006675	AMERICAN TRANSPORTATION S	36,622.96			
187063	09/02/2026	PRINTED	002177	ARIZONA MACHINERY LLC	427.68			
187064	09/02/2026	PRINTED	004410	B D WHITE TOP SOIL CO INC	353.60			
187065	09/02/2026	PRINTED	003981	BIOMETRICS 4 ALL INC	993.00			
187066	09/02/2026	PRINTED	001438	BLUE DIAMOND MATERIALS	10,572.31			
187067	09/02/2026	PRINTED	004165	CALIFORNIA CONSULTING	11,000.00			
187068	09/02/2026	PRINTED	007161	CARLOS ALBERTO GUERRA	100.00			
187069	09/02/2026	PRINTED	008097	CARSON TRAILER INC.	3,192.60			
187070	09/02/2026	PRINTED	000439	DISA GLOBAL SOLUTIONS INC	2,228.13			
187071	09/02/2026	PRINTED	000351	CHEM PRO LABORATORY INC	638.40			
187072	09/02/2026	PRINTED	001610	CHICAGO TITLE CO	407.00			
187073	09/02/2026	PRINTED	001489	CHOURA VENUE SERVICES	1,163.04			
187074	09/02/2026	PRINTED	008513	CINTAS CORPORATION NO. 2	2,464.01			
187075	09/02/2026	PRINTED	008890	CITY MANAGEMENT ADVISORS	9,333.33			
187076	09/02/2026	PRINTED	008033	CLARENCE JOHNSON	100.00			
187077	09/02/2026	PRINTED	008082	CLIMATEC LLC	2,735.00			
187078	09/02/2026	PRINTED	001311	LOUIS JOSEPH COGUT	50.00			
187079	09/02/2026	PRINTED	007846	CUSTOM SIGNS, INC.	10,089.95			
187080	09/02/2026	PRINTED	007709	DISABILITY ACCESS CONSULT	5,000.00			
187081	09/02/2026	PRINTED	000127	DAILY BREEZE NEWSPAPER	2,096.16			
187082	09/02/2026	PRINTED	000268	DAILY JOURNAL CORP	71.80			
187083	09/02/2026	PRINTED	007163	DIANNE THOMAS	100.00			
187084	09/02/2026	PRINTED	006465	LOUIE DIAZ	100.00			
187085	09/02/2026	PRINTED	006482	FREDERICK DOCDOCIL	100.00			
187086	09/02/2026	PRINTED	007595	DONNIE R. DORSEY	50.00			
187087	09/02/2026	PRINTED	006876	DONALD ALAN SPRAGUE	371.00			
187088	09/02/2026	PRINTED	007707	DOROTHY J. ROSS	550.00			
187089	09/02/2026	PRINTED	000398	ESRI INC	31,378.37			
187090	09/02/2026	PRINTED	000039	EWING IRRIGATION PRODUCTS	719.01			
187091	09/02/2026	PRINTED	006085	GARCIA, MARIA DE JESUS	80.43			

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
187092	09/02/2026	PRINTED	000793	GRAINGER	13,509.44			
187093	09/02/2026	PRINTED	006656	GRANICUS LLC	3,338.02			
187094	09/02/2026	PRINTED	007678	HEIDI LETICIA ROMERO	50.00			
187095	09/02/2026	PRINTED	008729	HERITAGE LANDSCAPE SUPPLY	760.33			
187096	09/02/2026	PRINTED	008800	HERITAGE POOL SUPPLY GROU	51.29			
187097	09/02/2026	PRINTED	000234	HOME DEPOT CREDIT SERVICE	5,874.40			
187098	09/02/2026	PRINTED	000615	DELL HUFF	100.00			
187099	09/02/2026	PRINTED	008758	HURRICANE ELECTRIC LLC	1,170.00			
187100	09/02/2026	PRINTED	007588	JEFFREY GLENN ALLEN	50.00			
187101	09/02/2026	PRINTED	007596	KEITH EDWARD ARNOLD	50.00			
187102	09/02/2026	PRINTED	007672	KELLY PAPER COMPANY	131.96			
187103	09/02/2026	PRINTED	007093	KILEY & ASSOCIATES LLC	5,285.00			
187104	09/02/2026	PRINTED	007866	LAWRENCE MICHAEL FLINTON	50.00			
187105	09/02/2026	PRINTED	007280	LETICIA VASQUEZ WILSON	100.00			
187106	09/02/2026	PRINTED	006596	PRENTISS E LEWIS	50.00			
187107	09/02/2026	PRINTED	004284	LIFE INSURANCE COMPANY OF	38,426.93			
187108	09/02/2026	PRINTED	007248	MARIA'S GARDEN CENTER & L	5,320.00			
187109	09/02/2026	PRINTED	007428	MFUME, DEQUITA	100.00			
187110	09/02/2026	PRINTED	007605	MICHAEL K WILSON	50.00			
187111	09/02/2026	PRINTED	003576	MRS ENVIRONMENTAL, INC.	8,580.00			
187112	09/02/2026	PRINTED	010999	BELL, RIANA	92.72			
187113	09/02/2026	PRINTED	010999	Carlos Gutierrez	145.90			
187114	09/02/2026	PRINTED	010999	Elsy Gutierrez	71.19			
187115	09/02/2026	PRINTED	010999	JOHN HUFANA	774.65			
187116	09/02/2026	PRINTED	010999	Jonathan Reynoso Marquez	101.55			
187117	09/02/2026	PRINTED	010999	Khaleah Bradshaw	97.67			
187118	09/02/2026	PRINTED	008545	RANDY D. BROWN	50.00			
187119	09/02/2026	PRINTED	008532	RCR TRAFFIC SPECIALIST	1,454.63			
187120	09/02/2026	PRINTED	000914	RDO EQUIPMENT CO	1,826.37			
187121	09/02/2026	PRINTED	010000	WATSON LAND COMPANY	8,973.68			
187122	09/02/2026	PRINTED	000057	ROBERT MCELROY LLC	16.99			
187123	09/02/2026	PRINTED	001230	ROBERTSONS READY MIX CONC	2,653.40			
187124	09/02/2026	PRINTED	000120	S&S WORLDWIDE INC	195.49			
187125	09/02/2026	PRINTED	007608	SAIDICO DIRECT INC	2,618.96			
187126	09/02/2026	PRINTED	000427	SAM'S CLUB DIRECT	317.82			
187127	09/02/2026	PRINTED	007957	SAMUEL DACUS	50.00			
187128	09/02/2026	PRINTED	006964	SCCI, INC.	2,450.00			
187129	09/02/2026	PRINTED	001667	SEA COAST DESIGN GROUP IN	3,322.02			
187130	09/02/2026	PRINTED	008398	SOCAL SURFACES, INC.	4,711.52			
187131	09/02/2026	PRINTED	004417	SOCALGAS	5,429.46			
187132	09/02/2026	PRINTED	008917	SOUTH BAY FLEET SPECIALIS	6,998.74			
187133	09/02/2026	PRINTED	004977	CHARTER COMMUNICATION	1,707.05			
187134	09/02/2026	PRINTED	006769	U S BANK CORPORATE PAYMEN	43.08			
187135	09/02/2026	PRINTED	006769	CITY MANAGER	1,959.07			
187136	09/02/2026	PRINTED	008766	UBER TECHNOLOGIES, INC.	10,121.46			
187137	09/02/2026	PRINTED	003166	VERITIV CORPORATION	5,796.07			
187138	09/02/2026	PRINTED	001249	VERIZON WIRELESS	160.04			
187139	09/02/2026	PRINTED	005511	VULCAN MATERIALS CO.	13,095.22			
187140	09/02/2026	PRINTED	000212	WEST COAST ARBORISTS	11,130.00			
187141	09/02/2026	PRINTED	000361	WEST COAST SAND AND GRAVE	1,226.68			
187142	09/02/2026	PRINTED	002212	HD SUPPLY CONSTRUCTION	5,727.90			
187143	09/02/2026	PRINTED	000144	YAMADA CO INC	1,905.22			

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
187144	09/02/2026	PRINTED	000544	ZEP MANUFACTURING CO	7,161.55			
187145	09/10/2026	PRINTED	007923	ABIGAIL ROXAS	500.00			
187146	09/10/2026	PRINTED	007077	ADVANCED IMAGING STRATEGI	86.91			
187147	09/10/2026	PRINTED	000797	ALESHIRE AND WYNDER LLP	233,103.62			
187148	09/10/2026	PRINTED	000042	ALIN PARTY SUPPLY CO	316.88			
187149	09/10/2026	PRINTED	008663	ALL STAR ELITE SPORTS	590.29			
187150	09/10/2026	PRINTED	005523	AMAZON CAPITAL SERVICES	2,902.45			
187151	09/10/2026	PRINTED	006675	AMERICAN TRANSPORTATION S	2,710.33			
187152	09/10/2026	PRINTED	000967	MARIACHI ACADEMY OF CARSO	500.00			
187153	09/10/2026	PRINTED	000974	AT & T ALARM CIRCUITS	96.53			
187154	09/10/2026	PRINTED	008703	AUDRA L. THOMPSON	50.00			
187155	09/10/2026	PRINTED	004410	B D WHITE TOP SOIL CO INC	165.75			
187156	09/10/2026	PRINTED	001248	BARR AND CLARK INC	2,275.00			
187157	09/10/2026	PRINTED	001438	BLUE DIAMOND MATERIALS	3,364.63			
187158	09/10/2026	PRINTED	000013	BOYS AND GIRLS CLUB OF CA	4,321.34			
187159	09/10/2026	PRINTED	006293	RUDOLFO BRILLANTES	50.00			
187160	09/10/2026	PRINTED	001713	KELVIN BROWN SR	50.00			
187161	09/10/2026	PRINTED	001627	BSN SPORTS LLC	7,664.31			
187162	09/10/2026	PRINTED	007436	CALHOUN, JILL	50.00			
187163	09/10/2026	PRINTED	000050	CALIFORNIA CONTRACT CITIE	100.00			
187164	09/10/2026	PRINTED	000061	CALIFORNIA MUNICIPAL CLER	900.00			
187165	09/10/2026	PRINTED	008645	CAMERON A PAXTON	50.00			
187166	09/10/2026	PRINTED	008350	CARLOS PARRA	4,000.00			
187167	09/10/2026	PRINTED	008513	CINTAS CORPORATION NO. 2	2,461.80			
187168	09/10/2026	PRINTED	008033	CLARENCE JOHNSON	100.00			
187169	09/10/2026	PRINTED	008082	CLIMATEC LLC	45.00			
187170	09/10/2026	PRINTED	001629	CORTEZ GRAPHICS	265.20			
187171	09/10/2026	PRINTED	001180	COUNTY OF LOS ANGELES	16,990.11			
187172	09/10/2026	PRINTED	000760	CSUDH	19,990.00			
187173	09/10/2026	PRINTED	006467	CESAR DAHILIG	50.00			
187174	09/10/2026	PRINTED	006396	KIMBERLEY DAVENPORT	50.00			
187175	09/10/2026	PRINTED	007176	DAVEY COACH SALES INC.	720.00			
187176	09/10/2026	PRINTED	007163	DIANNE THOMAS	100.00			
187177	09/10/2026	PRINTED	005053	RODRIGO RODRIGUEZ DIAZ	460.00			
187178	09/10/2026	PRINTED	008964	DIVERSE MINDS SERVICES LL	300.00			
187179	09/10/2026	PRINTED	006482	FREDERICK DOCDOCIL	100.00			
187180	09/10/2026	PRINTED	006876	DONALD ALAN SPRAGUE	1,025.50			
187181	09/10/2026	PRINTED	007512	EDDINGS ENTERPRISES, INC.	5,101.75			
187182	09/10/2026	PRINTED	008329	ENSAFE INC	14,084.50			
187183	09/10/2026	PRINTED	001744	ENTERPRISE FM TRUST INC	14,531.22			
187184	09/10/2026	PRINTED	008966	ERIKA BENNETT	900.00			
187185	09/10/2026	PRINTED	008322	EVODC LLC	8,417.22			
187186	09/10/2026	PRINTED	007224	FCS INTERNATIONAL, INC.	9,991.80			
187187	09/10/2026	PRINTED	000355	FERGUSON ENTERPRISES LLC	939.60			
187188	09/10/2026	PRINTED	000105	FIREMASTER	2,446.13			
187189	09/10/2026	PRINTED	001268	GBROS INC	543.16			
187190	09/10/2026	PRINTED	008672	GMS ELEVATOR SERVICES INC	270.00			
187191	09/10/2026	PRINTED	000941	GOLDEN STATE WATER COMPAN	735.14			
187192	09/10/2026	PRINTED	001293	WALTER GONZALEZ	50.00			
187193	09/10/2026	PRINTED	008352	GRAFFITI PROTECTIVE COATI	4,205.44			
187194	09/10/2026	PRINTED	000793	GRAINGER	4,566.23			
187195	09/10/2026	PRINTED	005525	GREENBERG TRAURIG LLP	88,906.00			

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
187196	09/10/2026	PRINTED	008729	HERITAGE LANDSCAPE SUPPLY	207.52			
187197	09/10/2026	PRINTED	000234	HOME DEPOT CREDIT SERVICE	16,593.78			
187198	09/10/2026	PRINTED	000615	DELL HUFF	100.00			
187199	09/10/2026	PRINTED	000514	HUNTINGTON HARDWARE CO IN	21,716.40			
187200	09/10/2026	PRINTED	008965	IDALIS DOMINGUEZ	150.00			
187201	09/10/2026	PRINTED	001798	CHINYERE IFEACHO	50.00			
187202	09/10/2026	PRINTED	007778	IRENE T. VIERNES	50.00			
187203	09/10/2026	PRINTED	007162	JAIME G. MONTECLARO	100.00			
187204	09/10/2026	PRINTED	008091	ADVANCE QUALITY GRAPHICS	563.55			
187205	09/10/2026	PRINTED	008934	JENNIFER JONES-PHILLIPS	100.00			
187206	09/10/2026	PRINTED	004935	JACQUELINE JOHNSON	50.00			
187207	09/10/2026	PRINTED	008844	JOSE VARGAS	400.00			
187208	09/10/2026	PRINTED	008701	JOVENVILLE, LLC	10,325.00			
187209	09/10/2026	PRINTED	007101	ADOLPH KIEFER & ASSOCIATE	835.38			
187210	09/10/2026	PRINTED	007323	KISA ASHANTE HILLIARD	50.00			
187211	09/10/2026	PRINTED	000923	DE ANTHONY LANGSTON	50.00			
187212	09/10/2026	PRINTED	001841	LAUSD TALENT ACQUISITION	108.00			
187213	09/10/2026	PRINTED	004428	LAWSON PRODUCTS INC	777.41			
187214	09/10/2026	PRINTED	007280	LETICIA VASQUEZ WILSON	100.00			
187215	09/10/2026	PRINTED	008785	LUZ PADUA	50.00			
187216	09/10/2026	PRINTED	007973	MARIPOSA LANDSCAPES, INC	96,144.00			
187217	09/10/2026	PRINTED	006553	MCA DIRECT	4,859.56			
187218	09/10/2026	PRINTED	007428	MFUME, DEQUITA	100.00			
187219	09/10/2026	PRINTED	007216	MW AUDIO VISUAL INC.	1,400.00			
187220	09/10/2026	PRINTED	008145	NICOLETTE JACKSON-POWNALL	1,000.00			
187221	09/10/2026	PRINTED	010999	MASCORRO, AURELIA	1,690.95			
187222	09/10/2026	PRINTED	008637	OSCAR GARIBAY	700.00			
187223	09/10/2026	PRINTED	006280	PARKHOUSE TIRE SERVICES I	4,891.17			
187224	09/10/2026	PRINTED	001020	PITNEY BOWES	464.06			
187225	09/10/2026	PRINTED	000746	PITNEY BOWES PRESORT SERV	17.28			
187226	09/10/2026	PRINTED	008440	PRIVATIZER TECHNOLOGIES,	1,118.75			
187227	09/10/2026	PRINTED	000520	R AND R INDUSTRIES INC	1,050.11			
187228	09/10/2026	PRINTED	008230	RAJO, A CALIF. CORP	370.00			
187229	09/10/2026	PRINTED	001255	JESSICA RAMOS	50.00			
187230	09/10/2026	PRINTED	010000	SYDNEY FUJIOKA	500.00			
187231	09/10/2026	PRINTED	008906	RMG COMMUNICATIONS	10,350.00			
187232	09/10/2026	PRINTED	000057	ROBERT MCELROY LLC	16.99			
187233	09/10/2026	PRINTED	007613	RONALD A. CHESSMAN	600.00			
187234	09/10/2026	PRINTED	001715	HARRIETT RUSS	50.00			
187235	09/10/2026	PRINTED	001388	RUSSELL SIGLER INC	40.98			
187236	09/10/2026	PRINTED	007581	SALVADOR ORTEGA	400.00			
187237	09/10/2026	PRINTED	000427	SAM'S CLUB DIRECT	105.41			
187238	09/10/2026	PRINTED	000121	STEARNS, CONRAD & SCHMIDT	29,841.57			
187239	09/10/2026	PRINTED	000170	SHERWIN WILLIAMS	1,011.69			
187240	09/10/2026	PRINTED	000240	SOUTHERN CALIFORNIA EDISO	127,865.05			
187241	09/10/2026	PRINTED	008784	SONIA FUENTES	50.00			
187242	09/10/2026	PRINTED	006384	CHARTER COMMUNICATIONS	13,869.65			
187243	09/10/2026	PRINTED	008840	STACEY AHAIWE-SIMPSON	50.00			
187244	09/10/2026	PRINTED	000718	STAPLES ADVANTAGE	6,658.18			
187245	09/10/2026	PRINTED	000289	STATE OF CA STATE CONTROL	60.00			
187246	09/10/2026	PRINTED	007585	STEVEN D SHOEMAKER	1,600.00			
187247	09/10/2026	PRINTED	008961	STILETTO FLATS INC FSO SH	15,000.00			

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
187248	09/10/2026	PRINTED	005013	SWAYZER CORPORATION	59,730.00			
187249	09/10/2026	PRINTED	008721	T&B PLANNING, INC.	19,527.75			
187250	09/10/2026	PRINTED	007780	TERESITA J. JUNIO	50.00			
187251	09/10/2026	PRINTED	007931	TOMECKO JACKSON	1,355.85			
187252	09/10/2026	PRINTED	007981	TOTAL IMAGING SOLUTIONS,	695.00			
187253	09/10/2026	PRINTED	007705	TRANSTECH ENGINEERS, INC.	18,315.00			
187254	09/10/2026	PRINTED	007947	TROPHIES BY EDCO, INC	1,269.85			
187255	09/10/2026	PRINTED	000023	UNITED REFRIGERATION INC	873.70			
187256	09/10/2026	PRINTED	000002	UNITED RENTALS (NORTH AME	3,918.78			
187257	09/10/2026	PRINTED	004186	THE UPS STORE 6721	1,284.02			
187258	09/10/2026	PRINTED	001249	VERIZON WIRELESS	160.04			
187259	09/10/2026	PRINTED	005511	VULCAN MATERIALS CO.	3,403.56			
187260	09/10/2026	PRINTED	000888	WATERLINE TECHNOLOGIES	4,421.15			
187261	09/10/2026	PRINTED	002212	HD SUPPLY CONSTRUCTION	11,375.28			
187262	09/10/2026	PRINTED	007893	WINNER CHEVROLET, INC	30,807.40			
187263	09/15/2026	PRINTED	008819	MIGDALIA SANCHEZ	858.92			
187264	09/15/2026	PRINTED	003576	MRS ENVIRONMENTAL, INC.	10,270.00			
187265	09/15/2026	PRINTED	000057	ROBERT MCELROY LLC	67.96			
187266	09/15/2026	PRINTED	000120	S&S WORLDWIDE INC	98.56			
187267	09/15/2026	PRINTED	007705	TRANSTECH ENGINEERS, INC.	878,585.63			
187268	09/15/2026	PRINTED	001011	W.G. ZIMMERMAN ENGINEERIN	11,444.00			
187269	09/17/2026	PRINTED	008533	AFIA HEMPHILL	50.00			
187270	09/17/2026	PRINTED	008232	ALEXANDRA TAYLOR	250.00			
187271	09/17/2026	PRINTED	007409	ALISON WHITNEY MILLER	78,113.12			
187272	09/17/2026	PRINTED	005523	AMAZON CAPITAL SERVICES	5,905.51			
187273	09/17/2026	PRINTED	008586	APRIL DIAZ	9,180.00			
187274	09/17/2026	PRINTED	000543	AQUA FLO SUPPLY	327.19			
187275	09/17/2026	PRINTED	002177	ARIZONA MACHINERY LLC	19,015.95			
187276	09/17/2026	PRINTED	000974	AT & T ALARM CIRCUITS	414.13			
187277	09/17/2026	PRINTED	001078	AT & T LONG DISTANCE	99.16			
187278	09/17/2026	PRINTED	000568	ATKINSON, ANDELSON, LOYA,	4,000.00			
187279	09/17/2026	PRINTED	003104	AUDIOTECH PRODUCTION	3,550.00			
187280	09/17/2026	PRINTED	006426	B AND H PHOTO	1,130.30			
187281	09/17/2026	PRINTED	004410	B D WHITE TOP SOIL CO INC	204.43			
187282	09/17/2026	PRINTED	001438	BLUE DIAMOND MATERIALS	3,016.24			
187283	09/17/2026	PRINTED	008671	BRANDON FIELDS	50.00			
187284	09/17/2026	PRINTED	000079	CALIFORNIA WATER SERVICE	127,791.96			
187285	09/17/2026	PRINTED	008890	CITY MANAGEMENT ADVISORS	18,666.67			
187286	09/17/2026	PRINTED	000114	CITY OF CARSON PETTY CASH	357.48			
187287	09/17/2026	PRINTED	001629	CORTEZ GRAPHICS	1,381.25			
187288	09/17/2026	PRINTED	003586	CS AND ASSOCIATES INC	7,185.00			
187289	09/17/2026	PRINTED	008930	DANIEL MORGAN	50.00			
187290	09/17/2026	PRINTED	007503	DISCOUNT PLAYGROUND SUPPL	19,006.04			
187291	09/17/2026	PRINTED	006876	DONALD ALAN SPRAGUE	704.00			
187292	09/17/2026	PRINTED	003092	VERA DORSEY-REEVES	50.00			
187293	09/17/2026	PRINTED	000039	EWING IRRIGATION PRODUCTS	462.93			
187294	09/17/2026	PRINTED	000485	ULI FE'ESAGO JR	50.00			
187295	09/17/2026	PRINTED	004019	FLEETCREW	1,142.00			
187296	09/17/2026	PRINTED	004437	GALLS, LLC	25.40			
187297	09/17/2026	PRINTED	000941	GOLDEN STATE WATER COMPAN	28,206.08			
187298	09/17/2026	PRINTED	008335	GOMEZ GROWERS INC.	770.19			
187299	09/17/2026	PRINTED	008729	HERITAGE LANDSCAPE SUPPLY	109.12			

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
187300	09/17/2026	PRINTED	000234	HOME DEPOT CREDIT SERVICE	1,492.20			
187301	09/17/2026	PRINTED	001477	LILLIAN HOPSON	50.00			
187302	09/17/2026	PRINTED	008529	JAPANESE AUTO CENTER INC.	60.00			
187303	09/17/2026	PRINTED	008918	JOHN HOLLAWAY	50.00			
187304	09/17/2026	PRINTED	008649	JOSEPH C. HUNT, JR.	50.00			
187305	09/17/2026	PRINTED	008390	JOSHUA MOORE	50.00			
187306	09/17/2026	PRINTED	008458	JUAN ESTRADA	50.00			
187307	09/17/2026	PRINTED	008392	KAYLA HONMA	50.00			
187308	09/17/2026	PRINTED	008403	KOBII M. HOWARD	50.00			
187309	09/17/2026	PRINTED	008534	LISA F. COTTRELL	50.00			
187310	09/17/2026	PRINTED	000074	LOS ANGELES COUNTY SHERIF	50,549.48			
187311	09/17/2026	PRINTED	008035	MARION MARTIN JR	50.00			
187312	09/17/2026	PRINTED	000669	MDG ASSOCIATES	8,032.75			
187313	09/17/2026	PRINTED	008869	MIRANDA ORTIZ	50.00			
187314	09/17/2026	PRINTED	007964	MOUR GROUP ENGINEERING +	5,942.50			
187315	09/17/2026	PRINTED	008817	NATHANIEL ZULUETA	50.00			
187316	09/17/2026	PRINTED	000563	JANNY NOA	82.61			
187317	09/17/2026	PRINTED	000481	OCEAN BLUE ENVIRONMENTAL	3,744.53			
187318	09/17/2026	PRINTED	000357	ORANGE COUNTY TANK TESTIN	2,439.00			
187319	09/17/2026	PRINTED	006280	PARKHOUSE TIRE SERVICES I	2,688.52			
187320	09/17/2026	PRINTED	004862	PRINCIPAL LIFE INSURANCE	2,895.20			
187321	09/17/2026	PRINTED	008230	RAJO, A CALIF. CORP	320.00			
187322	09/17/2026	PRINTED	000588	REFRIGERATION SUPPLIES DI	259.46			
187323	09/17/2026	PRINTED	003829	REGIONAL TAP SERVICE CENT	30.00			
187324	09/17/2026	PRINTED	010000	ASHLEY GRAY	200.00			
187325	09/17/2026	PRINTED	010000	CHIEMELE WARDEH	20.00			
187326	09/17/2026	PRINTED	010000	DANIELLE HINES	100.00			
187327	09/17/2026	PRINTED	010000	GLORIA KELLY	120.00			
187328	09/17/2026	PRINTED	010000	HARRIETT GRAVES	20.00			
187329	09/17/2026	PRINTED	010000	JACQUELINE SHULEV	140.00			
187330	09/17/2026	PRINTED	010000	JILL SMITH	20.00			
187331	09/17/2026	PRINTED	010000	JOSEPH ROCAVERTE	140.00			
187332	09/17/2026	PRINTED	010000	MARGARET E. HARDY	120.00			
187333	09/17/2026	PRINTED	010000	MARIE ANDERSON	140.00			
187334	09/17/2026	PRINTED	010000	RICHELE LEE-LEWIS	20.00			
187335	09/17/2026	PRINTED	010000	ROBERTO VALDES	140.00			
187336	09/17/2026	PRINTED	010000	ROONGRIT PHEWKLIENG	40.00			
187337	09/17/2026	PRINTED	007240	RJM DESIGN GROUP, INC.	14,188.14			
187338	09/17/2026	PRINTED	000402	ROADLINE PRODUCTS CO	13,998.00			
187339	09/17/2026	PRINTED	000402	ROADLINE PRODUCTS INC USA	1,891.40			
187340	09/17/2026	PRINTED	000057	ROBERT MCELROY LLC	50.97			
187341	09/17/2026	PRINTED	001230	ROBERTSONS READY MIX CONC	3,959.78			
187342	09/17/2026	PRINTED	001388	RUSSELL SIGLER INC	4,141.26			
187343	09/17/2026	PRINTED	008612	RYAN MCNICHOLS	50.00			
187344	09/17/2026	PRINTED	000120	S&S WORLDWIDE INC	74.15			
187345	09/17/2026	PRINTED	000427	SAM'S CLUB DIRECT	134.77			
187346	09/17/2026	PRINTED	006964	SCCI, INC.	800.00			
187347	09/17/2026	PRINTED	000124	SEPULVEDA BUILDING MATERI	32.22			
187348	09/17/2026	PRINTED	000211	SMART AND FINAL IRIS	2,391.50			
187349	09/17/2026	PRINTED	000240	SOUTHERN CALIFORNIA EDISO	70,109.61			
187350	09/17/2026	PRINTED	000718	STAPLES ADVANTAGE	2,457.77			
187351	09/17/2026	PRINTED	000289	STATE OF CA DOJ/ACCTG OFF	169.00			

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
187352	09/17/2026	PRINTED	005013	SWAYZER CORPORATION	32,934.92			
187353	09/17/2026	PRINTED	008868	SYDNEY CONES-CANO	50.00			
187354	09/17/2026	PRINTED	000672	TAXI PRODUCTIONS	3,950.00			
187355	09/17/2026	PRINTED	001260	HOURIE TAYLOR	50.00			
187356	09/17/2026	PRINTED	007931	TOMECKO JACKSON	1,355.85			
187357	09/17/2026	PRINTED	000530	ULINE SHIPPING SUPPLY SPE	1,362.43			
187358	09/17/2026	PRINTED	008183	ULTRAVIOLET CYBER INC.	138,112.50			
187359	09/17/2026	PRINTED	008706	VELOCITYEHS INC.	4,925.71			
187360	09/17/2026	PRINTED	001249	VERIZON WIRELESS	191.30			
187361	09/17/2026	PRINTED	008517	VITAL RECORDS CONTROL	240.00			
187362	09/17/2026	PRINTED	004045	FREEMAN WATKINS	50.00			
187363	09/17/2026	PRINTED	008256	WESTERN A/V	3,813.43			
187364	09/17/2026	PRINTED	001052	WILLIAM A KOONS	50.00			
187365	09/17/2026	PRINTED	008762	WILLIAM BROSEMER	56,012.00			
187366	09/17/2026	PRINTED	000144	YAMADA CO INC	1,602.45			
		379 CHECKS		CASH ACCOUNT TOTAL	5,543,482.09	.00		

AP CHECK RECONCILIATION REGISTER

		UNCLEARED	CLEARED
379 CHECKS	FINAL TOTAL	5,543,482.09	.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
325	07/24/2026	WIRE	004084	RE SOLUTIONS, LLC	1,517,845.26			
328	08/19/2026	WIRE	006769	U S BANK CORPORATE PAYMEN	18,352.77			
329	08/19/2026	WIRE	006769	U S BANK CORPORATE PAYMEN	19,257.56			
332	08/19/2026	WIRE	006769	U S BANK CORPORATE PAYMEN	25,043.86			
333	08/19/2026	WIRE	006769	U S BANK CORPORATE PAYMEN	13,858.19			
334	08/19/2026	WIRE	006769	U S BANK CORPORATE PAYMEN	96.00			
			6 CHECKS	CASH ACCOUNT TOTAL	1,594,453.64	.00		

AP CHECK RECONCILIATION REGISTER

		UNCLEARED	CLEARED
6 CHECKS	FINAL TOTAL	1,594,453.64	.00

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

CITY OF CARSON

701 East Carson Street

Report to Honorable Mayor and City Council

Tuesday, October 6, 2026, 5:00 PM

CONSENT 17.

To: Honorable Mayor and City Council

From: Saron Shiferaw, Senior Clerk CMO Administration

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

I. SUMMARY

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

II. RECOMMENDATION

RECEIVE and FILE this report.

III. ALTERNATIVES

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

IV. BACKGROUND

Updates on recent and planned Commission activities are included below.

Economic Development Commission

The Economic Development Commission held its monthly meeting on Thursday, September 3, 2026. Real Property Services Manager James Nguyen provided updates on the City's Comprehensive Community Development Fee and Special Tax Study and the Commercial Façade Improvement Program. Administrative Intern III Felicity Anum presented an update on the City's Transformative Climate Communities Grant. Business Development Liaison LaToya Butler reported on recent small business activities and initiatives, and Community and Economic Development Director Nathan Freeman provided an update on the Civic Center Request for Proposal.

Environmental Commission

The Environmental Commission held its regular meeting on September 2, 2026, at City Hall and approved the July 1, 2026, meeting minutes. City staff presented Carson's Transformative Climate Communities grant application and sought input on potential housing, clean energy, brownfield, and tree planting projects. The Commission also received a Climate Action Plan update, including increased attendance at a second community workshop and an anticipated draft for review in November. Commissioners discussed outreach, a planned residential tree planting program, and concerns about local properties before adjourning at 7:35 p.m. The next meeting is scheduled for October 7, 2026, at 6:30 p.m. at City Hall.

Public Works Commission

The Public Works commission met on Monday, September 14th with a quorum present. The meeting consisted of project updates from the director, updates regarding the City's involvement in preparation for LA28 and community events and announcements from the commissioners.

Human Relations Commission

On September 16, 2026, the Human Relations Commission successfully held their regular monthly meeting. The Commissioners went over preliminary planning steps of the Rising Stars Conference and discussed current progress of engagement the schools and community. They also updated progress of and discussed other action items for The Food Pantry Ad Hoc Committee. Mission statement and Commissioners' duties and responsibilities were also revisited for constructive discussion and potential updates. They will reconvene on October 21, 2026 for their monthly regular meeting.

Parks, Recreation, and Cultural Arts Commission

The Parks, Recreation, and Cultural Arts Commission convened on Thursday, August 27, 2026, at the City Hall Chambers.

The Commission celebrated the 2026 Track and Field finalists and the Baseball and Softball champions of the season. Coaches awarded each athlete with a certificate. The Park Maintenance and Recreation Superintendent provided a brief presentation outlining updates occurring at park sites that are currently under construction. Detailed information was provided regarding the work that has been completed at Reflections Mini-Park. The Director emphasized that the park is not for sale.

The next meeting will be held on Thursday September 24, 2026, at Hemingway Park.

Planning Commission

See attachment included as Exhibit 1.

Public Relations Commission

The Public Relations Commission met on Tuesday, September 22, 2026 to plan the 2027 Why I Like Carson Essay Contest Awards Ceremony. The commission is adjourned until the next meeting on Tuesday, October 27, 2026.

Public Safety Commission

The Public Safety Commission had a meeting scheduled for Thursday, September 17, and successfully had a quorum. For this meeting the commission went over updates on the red light, speed camera, and vehicle sales ordinances. In addition, they went over 2 letters addressed to Carson Sheriff Station regarding truck route and e-bike enforcement. The commissioners also decided to go to dark both the months of November and December.

Senior Citizens Advisory Commission

See attachment included as Exhibit 2.

Veterans Affairs Commission

The Veterans Affairs Commission met on Monday, September 21, 2026. During the meeting, subcommittee members provided a status report on their progress in planning for the Veterans Day Celebration. The commission also formed a subcommittee for the Veterans Resource Fair set to take place in 2027. The Veterans Affairs Commission brochure was updated, as well as the Veterans Wall application. Commissioners continued to offer feedback on flag displays and etiquette, and address general maintenance concerns at their assigned parks.

Women's Issues Commission

The Women's Issues Commission met on Monday, September 28th for our regular monthly meeting. They focused primarily on preparing for several upcoming City events and initiatives, including the October 3 Jazz Festival, October 16 All About Me Women's Health Conference, November 22 Turkey Giveaway and December 13 Toy Giveaway. The Commission discussed shifting its Jazz Festival booth away from Women's Health Conference ticket promotion because registration is nearing capacity and instead using the booth to promote upcoming community events, with staff also exploring whether voter registration may be offered. Commissioners reviewed final Women's Health Conference logistics, including the October 14 volunteer meeting, T-shirt distribution, facilitator assignments and swag-bag preparation. The Commission also discussed its winter community outreach initiative, which remains budgeted at approximately $1,000, and tabled final direction pending additional research regarding community needs. Commissioners reported extensive participation in City and community events, and staff thanked the Commission on behalf of the Mayor and City for its continued volunteerism and strong support of the Women's Health Conference.

Youth Commission

The Youth Commission met on Wednesday, September 9, 2026. During the meeting, commissioners reported on their 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 volunteered to participate in and assist with upcoming park program events and special events, including the Country Western Fair scheduled this month. Additionally, the new Youth Commission marketing video and flyer were shared, with some of Commission members featured in the video across the City's social media platforms.

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 - September 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 - September 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 - September 2026

Planning Commission March 10, 2026

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

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

Planning Commission April 14, 2026

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

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

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

Planning Commission Report
December 2025 - September 2026

Planning Commission June 9, 2026

9. Zoning Text Amendment (ZCC 00001-26)

Applicant: City of Carson

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

Property Involved: Citywide

Action: Continued

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

Planning Commission August 11, 2026

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

Applicant: Carson Goose Owner, LLC

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

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

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

Action: Approved

Planning Commission September 22, 2026

11. ZONING CODE TEXT AMENDMENT TO ALLOW ARTIFICIAL TURF AS AN OPTION FOR GROUNDCOVER IN LANDSCAPING OF LAWFULLY ESTABLISHED, PURELY RESIDENTIAL PROPERTIES, AND TO EXPRESSLY RECOGNIZE XERISCAPE AS AN ALLOWABLE LANDSCAPING OPTION, SUBJECT TO SPECIFIED REQUIREMENTS

    Applicant: City of Carson

    Request: ADOPT Resolution No. 26-2904, "A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF CARSON RECOMMENDING THAT THE CITY COUNCIL FIND A CEQA EXEMPTION AND ADOPT AN ORDINANCE AMENDING SECTION 9313.5 (LANDSCAPING MATERIALS, SIZE, AND SPACING), SECTION 9313.7 (INSTALLATION AND MAINTENANCE), AND SECTION 9112.3 (TERMS AND DEFINITIONS) OF THE CARSON ZONING CODE TO ALLOW ARTIFICIAL TURF AS GROUNDCOVER FOR LAWFULLY ESTABLISHED, PURELY RESIDENTIAL LAND USES, AND TO EXPRESSLY RECOGNIZE XERISCAPE AS AN ALLOWABLE LANDSCAPING OPTION."

    Property Involved: Citywide

    Action: Approved

12. CONSIDER RECOMMENDING CITY COUNCIL APPROVAL OF A ZONE TEXT AMENDMENT (ZCC NO. 00005-26) TO MAKE VARIOUS AMENDMENTS TO THE CITY'S ZONING ORDINANCE AMENDING THE CITY'S LAND USE REGULATIONS AND DEVELOPMENT AND OPERATIONAL STANDARDS FOR DRIVE-THROUGH RESTAURANTS

    Applicant: City of Carson

    Request: ADOPT Resolution No. 26-2905, "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 SECTION 15061 (B)(3) AND APPROVE ZONE TEXT AMENDMENT NO. 00005-26 TO MAKE VARIOUS AMENDMENTS TO ARTICLE 9, CHAPTER 1 OF THE CARSON MUNICIPAL CODE AMENDING THE CITY'S LAND USE REGULATIONS AND DEVELOPMENT AND OPERATIONAL STANDARDS FOR DRIVE-THROUGH RESTAURANTS."

    Property Involved: Citywide

    Action: Approved

13. ZONING CODE AMENDMENT TO MAKE VARIOUS AMENDMENTS TO THE CARSON MUNICIPAL CODE TO UPDATE, CLARIFY, AND ESTABLISH ZONING REGULATIONS PERTAINING TO CAR WASHES, SUBJECT TO SPECIFIED REQUIREMENTS

Applicant:	City of Carson
Request:	Continue the public hearing to October 13, 2026.
Property Involved:	Citywide
Action:	Continued

Senior Citizen Advisory Commission Meeting Summary
September 14, 2026

The Senior Citizens Advisory Commission held its regular meeting on Monday, September 14, 2026. The meeting was called to order at 4:00 p.m., followed by the Pledge of Allegiance and roll call. The Commission unanimously approved the agenda of September 14 and the minutes of July 13 (no August meeting).

The Commission received presentations on *Medicare Fraud and Scam Prevention* and *Clicking with Confidence*, an upcoming eight-week smartphone-based digital literacy program for adults age 50 and older offered in partnership with California State University, Dominguez Hills.

Human Services staff reported that bereavement and caregiver support groups continue to grow and that other senior programs, including the Housing Rights Center, Walk-in Clinic, and L.A. Regional Food Bank, remain ongoing. Upcoming activities include the Harvest Hoedown Luncheon on September 25, an Aging & Wellness workshop on Medicare information on September 24, and an L.A. Department of Mental Health workshop on managing medication on September 21.

During subcommittee updates, Chairperson Seymore suggested that the Commission provide door prizes for Stroke Center events in support of survivors. Commissioners also discussed participation in upcoming events, including the Harvest Hoedown, Jazz Festival, and All About Me event. Chairperson Seymore commended staff for providing the Commission with the resources needed to carry out its responsibilities.

Staff highlighted the success of the Mariachi Fiesta, advised that the possibility of holding future Commission meetings in Room 111 would be explored, and reported that tickets for the Women's Health Conference scheduled for Friday, 10/16/26, are now $65 following the end of the pre-sale period.

The meeting adjourned at 4:51 p.m.

CITY OF CARSON

701 East Carson Street

Report to Honorable Mayor and City Council

Tuesday, October 6, 2026, 5:00 PM

CONSENT 18.

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 was on the August 4, 2026, City Council agenda, was continued, and is now on the October 6, 2026, City Council agenda at the request of Mayor Davis-Holmes. This item provides the City Council an opportunity to amend the job classification specifications for the unrepresented Senior Council Aide and Council Aide (full-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 AND RESTATING THE COMPENSATION AND BENEFITS, AND AMENDING THE CLASSIFICATION PLAN, RESOLUTION NO. 77-111, BY ADOPTING UPDATED JOB CLASSIFICATION SPECIFICATIONS FOR UNREPRESENTED SENIOR COUNCIL AIDE AND COUNCIL AIDE 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 remove 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. These new restrictions do not apply to volunteer activities.

Exhibit B (B1 and B2) – Senior Council Aide and Council Aide Class Specifications
The proposed revisions to the Senior Council Aide and Council Aide (full-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 and daily City Hall check-ins. 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)

Attachments

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

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

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

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

RESOLUTION NO. 26-081

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING AND RESTATING THE COMPENSATION AND BENEFITS, AND AMENDING THE CLASSIFICATION PLAN, RESOLUTION NO. 77-111, BY ADOPTING UPDATED JOB CLASSIFICATION SPECIFICATIONS FOR UNREPRESENTED SENIOR COUNCIL AIDE AND COUNCIL AIDE 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 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 classification **SENIOR COUNCIL AIDE** and **COUNCIL AIDE (full-time and part-time)** classifications, to annually increase the hourly rates for the full-time classifications over a three year period.

WHEREAS, the City Council now desires to amend and restate the Compensation and Benefits, and to adopt updated job specification classifications, for the full-time unrepresented, unclassified, exempt, at-will classifications of **SENIOR COUNCIL AIDE** and **COUNCIL AIDE** positions 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, HEREBYFINDS, 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 and restated "**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 updated job specification classifications for the **SENIOR COUNCIL AIDE** and **COUNCIL AIDE** positions, attached hereto as Exhibit "B" 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.

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 6th day of October 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 October 6, 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. Employment may be ended by either the incumbent or the City at any time, with or without cause and with or without advance notice. Nothing in this document creates a contract of employment for any term, a property interest in continued employment, or any right to pre-termination or post-termination notice, hearing, or other process.
   b. Unrepresented
   c. FLSA Exempt (for full-time positions)
   d. Limited duration upon: An incumbent's appointment ends automatically when the assigned elected official leaves office and in no event extends beyond that official's term.
      ~~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~~

C. Incumbents serve at will with no probationary period and are not covered by the City's civil service system, Personnel Rules, or Standard Management Procedures.

Section 2 – Seniority:

Incumbents in this classification do not accumulate any seniority rights or dates.

Section 3 – Work Schedule:

Senior Council Aide and Council Aide positions are on-site and in person positions. The regular reporting location for the positions is City Hall. Incumbents shall report at 9:30 a.m. or another time designated by the assigned elected Council member or City Manager and communicated to the incumbent in writing. 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~~ 4 – 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 full-time positions are

FLSA exempt. All part-time positions in this classification ~~are at-will,~~ are 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 5~~6~~ – Adopted Compensation Range:
Incumbents are to be paid in accordance with the following compensation schedule:

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

Full-time incumbents are compensated on a salary basis. Each full-time incumbent receives a predetermined annual salary, paid in equal installments each pay period, that is not subject to reduction based on hours worked except as permitted by law. Part-time incumbents are paid on an hourly basis for hours actually worked.

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 6~~7~~ – Step Increases:
Each incumbent within these classifications is eligible for a step increase, as follows:

- Fulltime: Completion of 12 months of continuou~~e~~s 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 7~~8~~ – Longevity Pay:
Incumbents in this classification are not granted any longevity pay.

Section 8~~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 9~~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 10~~1~~ – Overtime and Compensatory Time:
All full time ~~–~~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 11~~2~~ – 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 124 – 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 135 – 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 146 – 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 157 – 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 16~~8~~ – 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 17~~9~~ – 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 18~~20~~ – Bereavement Leave:
The City will provide incumbents bereavement leave in accordance with California law (Government Code section 12945.7) Such leave may be unpaid; an incumbent may use PTO to be paid during leave. ~~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 19~~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 20~~2~~ – Military Service Leave:
The City shall grant incumbents military leave as required by California Military & Veterans Code, Sections 389 through 395.4.

Section 21~~3~~ – Direct Leave Donation:
Incumbents within the Council Aide classifications are not eligible to participate in Direct Leave Donation.

Section 22~~4~~ – 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 236 – 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 247 – 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 258. 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.

The restrictions set forth in this Section do not apply to volunteer work or activities.

END

SENIOR COUNCIL AIDE

Job Summary

Under general direction of the City Manager, or their his/her designee, performs varied and complex professional and confidential administrative work, requiring the exercise of direction and independent judgment with respect to matters of significance in support of City Council members; serves as a Council liaison and represents 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.; 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. This position provides lead direction and oversight for the Council Aide position and coordinates the daily work of Council Aide staff

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. Consistent with a public employer's authority to require employees to account for their work time and use of public resources, this record is maintained for public-accountability, administrative, scheduling, and record-keeping purposes only

~~21.~~29. The regular work location for the Senior Council Aide position is City Hall. Incumbent reports to their regular work location daily at 9:30 a.m. unless a different time or schedule is determined by the City Manager. Incumbent will perform City Hall office hours as assigned.

~~22.~~30. Perform~~s~~ related duties as required.

Duties do not include the following prohibited activities:

Incumbent may not (i) engage~~ing~~ in political campaign activities on behalf of the Mayor or City Council member while on City time, during City business hours, or use~~ing~~ City resources including City equipment, email systems, offices, and supplies/materials for political campaigns; (ii) enter~~ing~~ the residence or hotel room of the Mayor or City Council member;
(iii) perform~~ing~~ personal errands or services for the Mayor or City Council member or others; or (iv) drive~~ing~~ 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, skills and abilities~~y~~ required to ~~enter the job and/or be learned within a short period of time in order to successfully~~ perform ~~the assigned duties:~~the essential functions of the position.

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

Knowledge of:

- ~~English usage, spelling, grammar and punctuation~~Professional-level written and verbal communication, including business writing, editing and proofreading
- Office productivity, communication, and collaboration technology, including word processing, spreadsheets, email, presentation tools and calendaring, virtual-meeting platforms, and cloud-based file management used by the City ~~Modern office methods and standard office equipment usage~~
- ~~Computer software including word processing applications at an intermediate level~~City -approved artificial intelligence (AI) and other digital tools, and their appropriate use in a public-agency setting and in compliance with City policy.

- Records and information management, including data privacy, information security, and records-retention requirements applicable to public agencies~~Record keeping principles and procedures~~
- City-wide policies, ~~and~~ procedures and organizational structure
- Community ~~relations methods and techniques~~engagement, stakeholder engagement and public-relations and techniques
- Research, ~~techniques~~, analysis and ~~methods, procedures, and report presentation~~report presentation including clear presentation of findings and recommendations –
- The public nature of City employment and government transparency obligations including, the Ralph M. Brown Act, the California Public Records Act, and the California Fair Political Practices Commission rules and related regulations, and how they apply to work products, communications, and records regardless of the device, account, or platform used
- ~~Training and supervision principles~~Principles and practices of leadership, training and supervision

Skills and Ability to:

- Communicate clearly, professionally and persuasively, in writing and orally with elected officials, staff, the public and outside agencies including members of the traditional press and social media entities
- Exercise a high degree of discretion, tact and sound independent judgment on matters of significance, recognizing that the incumbent's communications and conduct reflect upon and affect the assigned elected official and the City

- ~~Operate standard office equipment, including a personal computer and applicable software programs~~Use current office technology proficiently including city approved AI-tools, verifying accuracy and applying independent judgement to any resulting work product and adapt quickly to technological advances
- ~~Communicate clearly and concisely, both orally and in writing~~
- Organize ~~work activities to ensure responsibilities are carried out in a timely manner~~and prioritize competing deadlines with accuracy and attention to detail
- ~~Work independently and follow general directions~~
- ~~Analyze situations carefully and recommend effective courses of action~~

- ~~Take summary notes at meetings~~ Attend meetings and capture accurate, well organized summaries ~~,~~ prepare presentations, and compose correspondence and business letters from brief instructions
- Exercise independent and sound judg~~e~~ment in completing assigned tasks
- Represent the Mayor, City Council, and the City staff with ~~displaying~~ sound judgment, credibility, ~~and respect for the community~~professionalism, cultural competence and maintain sensitivity to the diversity of the City community.
- ~~Use variety of productivity programs, including Microsoft Office~~
- Maintain the confidentiality of privileged information
- Establish and maintain professional effective working relationships with a diverse ~~broad~~ range of groups and individuals
- ~~Maintain sensitivity to ethnic, religious, cultural and sexual differences~~
- Supervise, ~~evaluate and train staff.~~train, evaluat and coordinate the work of assigned 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 City Manager, or their designee, and Senior Council Aide, performs varied and complex professional and confidential administrative work, requiring the exercise of direction and independent judgment with respect to matters of significance in support of City Council members; serves as a Council liaison and represents 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 position 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: 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.
2. 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 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. The regular work location for the Senior Council Aide position is City Hall. Incumbent reports to their regular work location daily at 9:30 a.m. unless a different time or schedule is determined by assigned elected official. Incumbent will perform City Hall office hours as assigned. Perform City Hall office hours as assigned.

~~14.~~20. Perform related duties and responsibilities as required.

Duties do not include the following prohibited activities:

Incumbent may not (i) engage in political campaign activities on behalf of the Mayor or City Council member while on City time, during City business hours, or use City resources including City equipment, email systems, offices, and supplies/materials for political campaigns; (ii) entering the residence or hotel room of the Mayor or City Council member;
(iii) perform personal errands or services for the Mayor or City Council member or others; or
(iv) drive 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 knowledge and abilities required to perform the essential functions of the position.

Education and Experience:

Graduation with a bachelor's degree from an accredited college or university . And, three (3) years of experience in an administrative support role. Previous public sector experience is desirable. Relevant experience or education in a related field may be substituted on a year for year basis.

Knowledge of:

- Professional-level written and verbal communication, including business writing, editing and proofreading.Office productivity, communication, and collaboration technology, including word processing, spreadsheets, email, presentation tools and calendaring, virtual-meeting platforms, and cloud-based file management used by the City City -approved artificial intelligence (AI) and other digital tools, and their appropriate use in a public-agency setting and in compliance with City policy.
- Records and information management, including data privacy, information security, and records-retention requirements applicable to public agencies
- City-wide policies, procedures and organizational structure
- Community engagement, stakeholder engagement and public relations techniques
- Research analysis and , report presentation including clear presentation of findings and recommendations
- The public nature of City employment and government transparency obligations including, the Brown Act, the California Public Records Act and the California Fair Political Practices Commission and related regulations and how they apply to work products, communications, and records regardless of the device, account, or platform used

Skills and Ability to:

- Communicate clearly, professionally and persuasively, in writing and orally with elected officials, staff, the public and outside agencies including members of the traditional press and social media entities.
- Exercise a high degree of discretion, tact and sound independent judgment on matters of significance, recognizing that the incumbent's communications and conduct reflect upon and affect the assigned elected official and the City
- current office technology proficiently including city approved AI-tools, verifying accuracy and applying independent judgement to any resulting work product and adapt quickly to technological advances.
- Organize and prioritize competing deadlines with accuracy and attention to detail
- Attend meetings and capture accurate, well organized summaries prepare presentations, and compose correspondence and business letters from brief instructions
- Exercise independent and sound judgement in completing assigned tasks
- Represent the Mayor, City Council and City staff with sound judgment, credibility, professionalism, cultural competence and maintain sensitivity to the diversity of the City community.
- Maintain the confidentiality of privileged information
- Establish and maintain professional effective working relationships with a diverse range of groups and individuals

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

701 East Carson Street

Report to City Council, Successor Agency, and Housing Authority

Tuesday, October 6, 2026, 5:00 PM

CONSENT 19.

To: City Council, Successor Agency, and Housing Authority

From: Dr. Khaleah K. Bradshaw, City Clerk CLERK Administration

Subject: REVIEW AND CONSIDER APPROVAL OF THE REVISED CONFLICT OF INTEREST CODES FOR THE CITY OF CARSON, CARSON SUCCESSOR AGENCY, AND CARSON HOUSING AUTHORITY; AND CONSIDERATION OF RESOLUTIONS ADOPTING REVISIONS FOR THE CONFLICT OF INTEREST CODES FOR THE CITY OF CARSON, CARSON SUCCESSOR AGENCY, AND CARSON HOUSING AUTHORITY, RESPECTIVELY (CITY COUNCIL)

I. SUMMARY

This agenda item intends to complete the Biennial Code Review of the City of Carson, Carson Successor Agency, and Carson Housing Authority Conflict of Interest ("COI") codes.

Under the Political Reform Act (the "Act"), all public agencies are required to adopt a COI Code and to periodically review and update the same. The last time the City of Carson ("City") revised its COI Code was on January 17, 2023. Since that time, there have been substantial changes in duties and responsibilities for some job positions and other job positions have been eliminated or re-named. These changes necessitated amendment of the City's COI code. Staff worked with the City Manager, City Attorney, Agency Directors and offices to determine those positions requiring disclosure of financial interests.

Attached to this staff report are the amended COI codes for the City, Carson Successor Agency, and the Carson Housing Authority. Each contains designated positions which have been determined to require disclosure of financial interests through the filing of a Form 700.

Government Code section 87311 provides "[t]he review of proposed Conflict of Interest Codes by the Commission and by the Attorney General and the preparation of proposed Conflict of Interest Codes by state agencies shall be subject to the Administrative Procedure Act. The review and preparation of Conflict of Interest Codes by local government agencies shall be carried out under procedures which guarantee to officers, employees, members, and consultants of the agency and to residents of the jurisdiction adequate notice and a fair opportunity to present their views."

Staff did not receive a request to conduct a public hearing on this matter. Therefore, the adoption of the COI code requires two (2) separate actions by the City Council as follows:

(1) Confirm the completion of the Biennial Code Review for the City of Carson, Carson Successor Agency, and Carson Housing Authority, and approve the COI codes for the City of Carson, Carson Successor Agency and Carson Housing Authority, respectively.

(2) Consider adopting Resolution No. 26-025 (Exhibit 1) which formally codifies the revisions to the COI code for the City of Carson. Also, the Carson Successor Agency and Carson Housing Authority must consider adopting Resolution No. 26-03-CSA (Exhibit 2) and adopting Resolution No. 26-03-CHA (Exhibit 3), respectively, which formally codifies the City Council's approved revisions to the COI codes for the Successor Agency and Housing Authority.

II. RECOMMENDATION

TAKE the following actions:

1. COMPLETE the City Council's required biennial review of its own COI code and the COI codes for the Carson Successor Agency and Carson Housing Authority by affirming that its biennial review is completed; and
2. APPROVE the revised COI codes for the City of Carson, Carson Successor Agency and Carson Housing Authority; and,
3. WAIVE further reading and ADOPT Resolution No. 26-025, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING THE CONFLICT OF INTEREST CODE WHICH INCORPORATES BY REFERENCE THE CONFLICT OF INTEREST CODE PREPARED BY THE FAIR POLITICAL PRACTICES COMMISSION"; and,
4. WAIVE further reading and ADOPT Resolution No. 26-03-CSA, "A RESOLUTION OF THE SUCCESSOR AGENCY TO THE CARSON REDEVELOPMENT AGENCY, CITY OF CARSON, CALIFORNIA, UPDATING AND REVISING THE CONFLICT OF INTEREST CODE WHICH INCORPORATES BY REFERENCE THE CONFLICT OF INTEREST CODE PREPARED BY THE FAIR POLITICAL PRACTICES COMMISSION"; and,
5. WAIVE further reading and ADOPT Resolution No. 26-03-CHA, "A RESOLUTION OF THE CARSON HOUSING AUTHORITY, CITY OF CARSON, CALIFORNIA, UPDATING AND REVISING THE CONFLICT OF INTEREST CODE WHICH INCORPORATES BY REFERENCE THE CONFLICT OF INTEREST CODE PREPARED BY THE FAIR POLITICAL PRACTICES COMMISSION"

III. ALTERNATIVES

1. DIRECT a further review of the COI codes for the City of Carson, Carson Successor Agency, and Carson Housing Authority; and/or
2. TAKE another action the City Council deems appropriate.

IV. BACKGROUND

Under the Political Reform Act (the "Act"), all public agencies are required to adopt a Conflict of Interest ("COI") Code and to periodically review and update the same. COI Codes designate positions required to file Statements of Economic Interests (Fair Political Practices Commission Form 700), and assigns disclosure categories specifying the types of interests be reported. Form 700s are public records intended to alert public officials and members of the public to the financial interests of the filers.

The COI Codes for the City of Carson ("City"), Carson Successor Agency ("Agency"), and Carson Housing Authority ("Authority") must specifically list positions that make or participate in making decisions. Typically, positions that involve voting on matters, negotiating contracts, or making recommendations on purchases without substantive review must be included in COI Codes. Positions listed in Government Code section 87200 (i.e., Mayor, Members of City Council, City Manager, City Attorney, City Treasurer and Members of Planning Commission, etc.) are not required to be included because these positions are required to file Form 700s by state statute.

The primary purpose of the COI code is to require disclosure of those types of investments, interests in real property, sources of income and business positions that designated positions may affect in their decision-making. The City has special disclosure categories relating to properties and interests surrounding mobile homes since such properties and interests are a significant part of the way the City, Agency, and Authority have to conduct business in the community of Carson. Cities are allowed to create particular categories that are unique to their special needs in order to allow for full disclosure and transparency within the city and its agencies. Consistent with the above, attached to this staff report are COI Codes for the City, Carson Successor Agency, and the Carson Housing Authority. Each contains designated positions which have been determined to require disclosure of financial interests through the filing of a Form 700.

No COI code shall be effective until it has been approved by the code reviewing body (Government Code Section 87303). The code reviewing body for the City is the City Council. Under state law, the City Council is the statutory "reviewing body" for the Carson Successor Agency and Carson Housing Authority. As its own reviewing body, the City Council must first give notice of its intent to review and amend the conflict of interest code and afford a 45-day comment period. A copy of the notice and proposed code was provided to each individual affected by the proposed code.

The 45-day comment period commenced on August 4, 2026 and ended on September 21, 2026. During that time period, affected individuals had the opportunity to request a public hearing before the City Council concerning the proposed Codes. Pursuant to the notice of intent to review and amend the COI codes, there was no written comment received concerning the proposed codes.

V. FISCAL IMPACT

None.

VI. EXHIBITS

1. Council Resolution No. 26-025 and attached exhibits. (pgs. 5-28)
2. Successor Agency Resolution No. 26-03-CSA and attached exhibits. (pgs. 29-50)
3. Housing Authority Resolution No. 26-03-CHA and attached exhibits. (pgs. 51-72)

Attachments

Reso. No. 26-025 - Conflict of Interest Code - FINAL.pdf
Reso. No. 26-03-CSA - Conflict of Interest Code - FINAL.pdf
Reso. No. 26-03-CHA - Conflict of Interest Code - FINAL.pdf

RESOLUTION NO. 26-025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING THE CONFLICT OF INTEREST CODE WHICH INCORPORATES BY REFERENCE THE CONFLICT OF INTEREST CODE PREPARED BY THE FAIR POLITICAL PRACTICES COMMISSION

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

Section 1. The Political Reform Act of 1974, California Government Code sections 81000 *et seq*., requires the City of Carson to establish a Conflict of Interest Code.

Section 2. The City of Carson hereby determines that it is both necessary and appropriate to establish a Conflict of Interest Code and to list designated positions and to assign appropriate disclosure categories for those positions.

Section 3. The Fair Political Practices Commission has adopted a Model Conflict of Interest Code (the "Model Code"). The Model Code, which is codified at 2 California Code of Regulations section 18730, can be incorporated by reference by the City of Carson as the City's conflict of interest code. The Model Code will be amended by the Fair Political Practices Commission from time to time to conform to any amendments to the Political Reform Act. The Model Code, attached hereto as Exhibit "A," and any amendments to it that are duly adopted by the Fair Political Practices Commission; and Exhibit "B," the City of Carson's Conflict of Interest Code and Designated Positions and Disclosure Categories, are hereby incorporated by reference and shall constitute, and the same hereby is designated, the Conflict of Interest Code of the City of Carson.

Section 4. Incorporation by reference of the terms of the aforementioned Model Code and any future amendments to it in the City's Conflict of Interest Code will save the City time and the expenditure of public funds by minimizing the actions required of the City Council to maintain conformity with the Political Reform Act.

Section 5. Pursuant to the provisions of California Government Code section 87311, officers, employees, members of the public, consultants, and residents of the jurisdiction were given due and proper notice and opportunity to present their views prior to adoption of this resolution.

Section 6. Persons holding designated positions shall file a Statement of Economic Interest (Form 700) pursuant to Sections 4 and 5 of the Conflict of Interest Code as set forth in California Code of Regulations sections 18730(b)(4) and (5).

Section 7. The Conflict of Interest Code adopted by this City Council on January 17, 2023, by Resolution No. 23-030 is hereby repealed in its entirety.

PASSED, APPROVED, and ADOPTED this _____ day of _____ 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. 26-025 adopted by the City of Carson City Council at its meeting held on _____ ____, 2026, by the following vote:

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

_____
Dr. Khaleah K. Bradshaw, City Clerk

EXHIBIT "A"

Model Conflict of Interest Code (2 California Code of Regulations Section 18730)

(Attached)

EXHIBIT "B"

Designated Positions and Disclosure Categories

(Attached)

CITY OF CARSON

CONFLICT OF INTEREST CODE

The Political Reform Act (Government Code Section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 California Code of Regulations Section 18730) that contains the terms of a standard conflict of interest code, which can be incorporated by reference in an agency's code. After public notice and hearing, the standard code may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Appendices, designating positions and establishing disclosure categories, shall constitute the conflict of interest code of the City of Carson ("City").

Individuals holding designated positions shall file their statements of economic interests with the City, which will make the statements available for public inspection and reproduction (Gov. Code Sec. 81008). All statements will be retained by the City.

Exhibit A

Model Conflict of Interest Code (2 California Code of Regulations Section 18730)

(Regulations of the Fair Political Practices Commission, Title 2, Division 6, California Code of Regulations)

§ 18730. Provisions of Conflict of Interest Codes.

(a) Incorporation by reference of the terms of this regulation along with the designation of employees and the formulation of disclosure categories in the Appendix referred to below constitute the adoption and promulgation of a conflict of interest code within the meaning of Section 87300 or the amendment of a conflict of interest code within the meaning of Section 87306 if the terms of this regulation are substituted for terms of a conflict of interest code already in effect. A code so amended or adopted and promulgated requires the reporting of reportable items in a manner substantially equivalent to the requirements of article 2 of chapter 7 of the Political Reform Act, Sections 81000, et seq. The requirements of a conflict of interest code are in addition to other requirements of the Political Reform Act, such as the general prohibition against conflicts of interest contained in Section 87100, and to other state or local laws pertaining to conflicts of interest.

(b) The terms of a conflict of interest code amended or adopted and promulgated pursuant to this regulation are as follows:

(1) Section 1. Definitions.

The definitions contained in the Political Reform Act of 1974, regulations of the Fair Political Practices Commission (Regulations 18110, et seq.), and any amendments to the Act or regulations, are incorporated by reference into this conflict of interest code.

(2) Section 2. Designated Employees.

The persons holding positions listed in the Appendix are designated employees. It has been determined that these persons make or participate in the making of decisions which may foreseeably have a material effect on economic interests.

(3) Section 3. Disclosure Categories.

This code does not establish any disclosure obligation for those designated employees who are also specified in Section 87200 if they are designated in this code in that same capacity or if the geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction in which those persons must report their economic interests pursuant to article 2 of chapter 7 of the Political Reform Act, Sections 87200, et seq.

In addition, this code does not establish any disclosure obligation for any designated employees who are designated in a conflict of interest code for another agency, if all of the following apply:

(A) The geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction of the other agency;

(B) The disclosure assigned in the code of the other agency is the same as that required under article 2 of chapter 7 of the Political Reform Act, Section 87200; and

(C) The filing officer is the same for both agencies. [FN1]

Such persons are covered by this code for disqualification purposes only. With respect to all other designated employees, the disclosure categories set forth in the Appendix specify which kinds of economic interests are reportable. Such a designated employee shall disclose in the employee's statement of economic interests those economic interests the employee has which are of the kind described in the disclosure categories to which the employee is assigned in the Appendix. It has been determined that the economic interests set forth in a designated employee's disclosure categories are the kinds of economic interests which the employee foreseeably can affect materially through the conduct of the employee's office.

(4) Section 4. Statements of Economic Interests: Place of Filing.

The code reviewing body shall instruct all designated employees within its code to file statements of economic interests with the agency or with the code reviewing body, as provided by the code reviewing body in the agency's conflict of interest code or with the Fair Political Practices Commission using the Commission's electronic filing system as required under Section 87500. [FN2]

(5) Section 5. Statements of Economic Interests: Time of Filing.

(A) Initial Statements. All designated employees employed by the agency on the effective date of this code, as originally adopted, promulgated and approved by the code reviewing body, shall file statements within 30 days after the effective date of this code. Thereafter, each person already in a position when it is designated by an amendment to this code shall file an initial statement within 30 days after the effective date of the amendment.

(B) Assuming Office Statements. All persons assuming designated positions after the effective date of this code shall file statements within 30 days after assuming the designated positions, or if subject to State Senate confirmation, 30 days after being nominated or appointed. (C) Annual Statements. All designated employees shall file statements no later than April 1. If a person reports for military service as defined in the Servicemember's Civil Relief Act, the deadline for the annual statement of economic interests is 30 days following the person's return to office, provided the person, or someone authorized to represent the person's interests, notifies the filing officer in writing prior to the applicable filing deadline that the person is subject to that federal statute and is unable to meet the applicable deadline, and provides the filing officer verification of the person's military status.

(D) Leaving Office Statements. All persons who leave designated positions shall file statements within 30 days after leaving office.

(5.5) Section 5.5. Statements for Persons Who Resign Prior to Assuming Office.

Any person who resigns within 12 months of initial appointment, or within 30 days of the date

of notice provided by the filing officer to file an assuming office statement, is not deemed to have assumed office or left office, provided the person did not make or participate in the making of, or use the person's position to influence any decision and did not receive or become entitled to receive any form of payment as a result of the person's appointment. Such persons shall not file either an assuming or leaving office statement.

(A) Any person who resigns a position within 30 days of the date of a notice from the filing officer shall do both of the following:

(1) File a written resignation with the appointing power; and

(2) File a written statement with the filing officer declaring under penalty of perjury that during the period between appointment and resignation the person did not make, participate in the making, or use the position to influence any decision of the agency or receive, or become entitled to receive, any form of payment by virtue of being appointed to the position. (6) Section 6. Contents of and Period Covered by Statements of Economic Interests. (A) Contents of Initial Statements. Initial statements shall disclose any reportable investments, interests in real property and business positions held on the effective date of the code and income received during the 12 months prior to the effective date of the code.

(B) Contents of Assuming Office Statements.

Assuming office statements shall disclose any reportable investments, interests in real property and business positions held on the date of assuming office or, if subject to State Senate confirmation or appointment, on the date of nomination, and income received during the 12 months prior to the date of assuming office or the date of being appointed or nominated, respectively.

(C) Contents of Annual Statements. Annual statements shall disclose any reportable investments, interests in real property, income and business positions held or received during the previous calendar year provided, however, that the period covered by an employee's first annual statement shall begin on the effective date of the code or the date of assuming office whichever is later, or for a board or commission member subject to Section 87302.6, the day after the closing date of the most recent statement filed by the member pursuant to Regulation 18754.

(D) Contents of Leaving Office Statements.

Leaving office statements shall disclose reportable investments, interests in real property, income and business positions held or received during the period between the closing date of the last statement filed and the date of leaving office.

(7) Section 7. Manner of Reporting.

Statements of economic interests shall be made on forms prescribed by the Fair Political Practices Commission and supplied by the agency, and shall contain the following information:

(A) Investment and Real Property Disclosure.

When an investment or an interest in real property [FN3] is required to be reported, [FN4] the statement shall contain the following:

1. A statement of the nature of the investment or interest;

2. The name of the business entity in which each investment is held, and a general description of the business activity in which the business entity is engaged;

3. The address or other precise location of the real property;

4. A statement whether the fair market value of the investment or interest in real property equals or exceeds $2,000, exceeds $10,000, exceeds $100,000, or exceeds $1,000,000.

(B) Personal Income Disclosure. When personal income is required to be reported, [FN5] the statement shall contain:

1. The name and address of each source of income aggregating $500 or more in value, or $50 or more in value if the income was a gift, and a general description of the business activity, if any, of each source;

2. A statement whether the aggregate value of income from each source, or in the case of a loan, the highest amount owed to each source, was $1,000 or less, greater than $1,000, greater than $10,000, or greater than $100,000;

3. A description of the consideration, if any, for which the income was received;

4. In the case of a gift, the name, address and business activity of the donor and any intermediary through which the gift was made; a description of the gift; the amount or value of the gift; and the date on which the gift was received;

5. In the case of a loan, the annual interest rate and the security, if any, given for the loan and the term of the loan.

(C) Business Entity Income Disclosure. When income of a business entity, including income of a sole proprietorship, is required to be reported, [FN6] the statement shall contain:

1. The name, address, and a general description of the business activity of the business entity;

2. The name of every person from whom the business entity received payments if the filer's pro rata share of gross receipts from such person was equal to or greater than $10,000.

(D) Business Position Disclosure. When business positions are required to be reported, a designated employee shall list the name and address of each business entity in which the employee is a director, officer, partner, trustee, employee, or in which the employee holds any position of management, a description of the business activity in which the business entity is engaged, and the designated employee's position with the business entity.

(E) Acquisition or Disposal During Reporting Period. In the case of an annual or leaving office statement, if an investment or an interest in real property was partially or wholly acquired or disposed of during the period covered by the statement, the statement shall contain the date of acquisition or disposal.

(8) Section 8. Prohibition on Receipt of Honoraria.

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept any honorarium from any source, if the member or employee would be required to report the receipt of income or gifts from that source on the member's or employee's statement of economic interests.

(B) This section shall not apply to any parttime member of the governing board of any public institution of higher education, unless the member is also an elected official.

(C) Subdivisions (a), (b), and (c) of Section 89501 shall apply to the prohibitions in this section.

(D) This section shall not limit or prohibit payments, advances, or reimbursements for travel and related lodging and subsistence authorized by Section 89506.

(8.1) Section 8.1. Prohibition on Receipt of Gifts in Excess of $630.

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept gifts with a total value of more than $630 in a calendar year from any single source, if the member or employee would be required to report the receipt of income or gifts from that source on the member's or employee's statement of economic interests.

(B) This section shall not apply to any parttime member of the governing board of any public institution of higher education, unless the member is also an elected official.

(C) Subdivisions (e), (f), and (g) of Section 89503 shall apply to the prohibitions in this section.

(8.2) Section 8.2. Loans to Public Officials.

(A) No elected officer of a state or local government agency shall, from the date of the election to office through the date that the officer vacates office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the elected officer holds office or over which the elected officer's agency has direction and control.

(B) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the public official holds office or over which the public official's agency has direction and control. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(C) No elected officer of a state or local government agency shall, from the date of the election to office through the date that the officer vacates office, receive a personal loan from any

person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status.

(D) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while the official holds office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(E) This section shall not apply to the following:

1. Loans made to the campaign committee of an elected officer or candidate for elective office.

2. Loans made by a public official's spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such persons, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.

3. Loans from a person which, in the aggregate, do not exceed $500 at any given time.

4. Loans made, or offered in writing, before January 1, 1998.

(8.3) Section 8.3. Loan Terms.

(A) Except as set forth in subdivision (B), no elected officer of a state or local government agency shall, from the date of the officer's election to office through the date the officer vacates office, receive a personal loan of $500 or more, except when the loan is in writing and clearly states the terms of the loan, including the parties to the loan agreement, date of the loan, amount of the loan, term of the loan, date or dates when payments shall be due on the loan and the amount of the payments, and the rate of interest paid on the loan.

(B) This section shall not apply to the following types of loans:

1. Loans made to the campaign committee of the elected officer.

2. Loans made to the elected officer by his or her spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such person, provided that the person making the loan is not acting

as an agent or intermediary for any person not otherwise exempted under this section.

3. Loans made, or offered in writing, before January 1, 1998.

(C) Nothing in this section shall exempt any person from any other provision of Title 9 of the Government Code.

(8.4) Section 8.4. Personal Loans.

(A) Except as set forth in subdivision (B), a personal loan received by any designated employee shall become a gift to the designated employee for the purposes of this section in the following circumstances:

1. If the loan has a defined date or dates for repayment, when the statute of limitations for filing an action for default has expired.

2. If the loan has no defined date or dates for repayment, when one year has elapsed from the later of the following:

a. The date the loan was made.

b. The date the last payment of $100 or more was made on the loan.

c. The date upon which the debtor has made payments on the loan aggregating to less than $250 during the previous 12 months.

(B) This section shall not apply to the following types of loans:

1. A loan made to the campaign committee of an elected officer or a candidate for elective office.

2. A loan that would otherwise not be a gift as defined in this title.

3. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor has taken reasonable action to collect the balance due.

4. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor, based on reasonable business considerations, has not undertaken collection action. Except in a criminal action, a creditor who claims that a loan is not a gift on the basis of this paragraph has the burden of proving that the decision for not taking collection action was based on reasonable business considerations.

5. A loan made to a debtor who has filed for bankruptcy and the loan is ultimately discharged in bankruptcy.

(C) Nothing in this section shall exempt any person from any other provisions of Title 9 of the Government Code.

(9) Section 9. Disqualification.

No designated employee shall make, participate in making, or in any way attempt to use the employee's official position to influence the making of any governmental decision which the employee knows or has reason to know will have a reasonably foreseeable material financial effect, distinguishable from its effect on the public generally, on the official or a member of the official's immediate family or on:

(A) Any business entity in which the designated employee has a direct or indirect investment worth $2,000 or more;

(B) Any real property in which the designated employee has a direct or indirect interest worth $2,000 or more;

(C) Any source of income, other than gifts and other than loans by a commercial lending institution in the regular course of business on terms available to the public without regard to official status, aggregating $500 or more in value provided to, received by or promised to the designated employee within 12 months prior to the time when the decision is made;

(D) Any business entity in which the designated employee is a director, officer, partner, trustee, employee, or holds any position of management; or

(E) Any donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating $630 or more provided to, received by, or promised to the designated employee within 12 months prior to the time when the decision is made.

(9.3) Section 9.3. Legally Required Participation.

No designated employee shall be prevented from making or participating in the making of any decision to the extent the employee's participation is legally required for the decision to be made. The fact that the vote of a designated employee who is on a voting body is needed to break a tie does not make the employees' participation legally required for purposes of this section.

(9.5) Section 9.5. Disqualification of State Officers and Employees.

In addition to the general disqualification provisions of section 9, no state administrative official shall make, participate in making, or use the official's position to influence any governmental decision directly relating to any contract where the state administrative official knows or has reason to know that any party to the contract is a person with whom the state administrative official, or any member of the official's immediate family has, within 12 months prior to the time when the official action is to be taken:

(A) Engaged in a business transaction or transactions on terms not available to members of the public, regarding any investment or interest in real property; or

(B) Engaged in a business transaction or transactions on terms not available to members of the public regarding the rendering of goods or services totaling in value $1,000 or more.

(10) Section 10. Disclosure of Disqualifying Interest.

When a designated employee determines that the employee should not make a governmental decision because the employee has a disqualifying interest in it, the determination not to act may be accompanied by disclosure of the disqualifying interest.

(11) Section 11. Assistance of the Commission and Counsel.

Any designated employee who is unsure of the duties under this code may request assistance from the Fair Political Practices Commission pursuant to Section 83114 and Regulations 18329 and 18329.5 or from the attorney for the employee's agency, provided that nothing in this section requires the attorney for the agency to issue any formal or informal opinion.

(12) Section 12. Violations.

This code has the force and effect of law. Designated employees violating any provision of this code are subject to the administrative, criminal and civil sanctions provided in the

Political Reform Act, Sections 81000-91014. In addition, a decision in relation to which a violation of the disqualification provisions of this code or of Section 87100 or 87450 has occurred may be set aside as void pursuant to Section 91003.

[FN1]

Designated employees who are required to file statements of economic interests under any other agency's conflict of interest code, or under article 2 for a different jurisdiction, may expand their statement of economic interests to cover reportable interests in both jurisdictions, and file copies of this expanded statement with both entities in lieu of filing separate and distinct statements, provided that each copy of such expanded statement filed in place of an original is signed and verified by the designated employee as if it were an original. See Section 81004.

[FN2]

See Section 81010 and Regulation 18115 for the duties of filing officers and persons in agencies who make and retain copies of statements and forward the originals to the filing officer.

[FN3]

For the purpose of disclosure only (not disqualification), an interest in real property does not include the principal residence of the filer.

[FN4]

Investments and interests in real property which have a fair market value of less than $2,000 are not investments and interests in real property within the meaning of the Political Reform Act. However, investments or interests in real property of an individual include those held by the individual's spouse and dependent children as well as a pro rata share of any investment or interest in real property of any business entity or trust in which the individual, spouse and

dependent children own, in the aggregate, a direct, indirect or beneficial interest of 10 percent or greater.

[FN5]

A designated employee's income includes the employee's community property interest in the income of the employee's spouse but does not include salary or reimbursement for expenses received from a state, local or federal government agency.

[FN6]

Income of a business entity is reportable if the direct, indirect or beneficial interest of the filer and the filer's spouse in the business entity aggregates a 10 percent or greater interest. In addition, the disclosure of persons who are clients or customers of a business entity is required only if the clients or customers are within one of the disclosure categories of the filer.

Note: Authority cited: Section 83112, Government Code. Reference: Sections 87103(e), 87300 87302, 89501, 89502 and 89503, Government Code.

History

1. New section filed 4280 as an emergency; effective upon filing (Register 80, No. 14).

Certificate of Compliance included. 2. Editorial correction (Register 80, No. 29). 3. Amendment of subsection (b) filed 1981; effective thirtieth day thereafter (Register 81, No. 2).

4. Amendment of subsection (b)(7)(B)1. filed 12683; effective thirtieth day thereafter (Register 83, No. 5).

5. Amendment of subsection (b)(7)(A) filed 111083; effective thirtieth day thereafter (Register 83, No. 46).

6. Amendment filed 41387; operative 51387 (Register 87, No. 16).

7. Amendment of subsection (b) filed 102188; operative 112088 (Register 88, No. 46).

8. Amendment of subsections (b)(8)(A) and (b)(8)(B) and numerous editorial changes filed 828 90; operative 92790 (Reg. 90, No. 42).

9. Amendment of subsections (b)(3), (b)(8) and renumbering of following subsections and amendment of Note filed 8792; operative 9792 (Register 92, No. 32).

10. Amendment of subsection (b)(5.5) and new subsections (b)(5.5)(A)(A)(2) filed 2493; operative 2493 (Register 93, No. 6).

11. Change without regulatory effect adopting Conflict of Interest Code for California Mental Health Planning Council filed 112293 pursuant to title 1, section 100, California Code of

Regulations (Register 93, No. 48). Approved by Fair Political Practices Commission 92193.

12. Change without regulatory effect redesignating Conflict of Interest Code for California Mental Health Planning Council as chapter 62, section 55100 filed 1494 pursuant to title 1, section 100, California Code of Regulations (Register 94, No. 1).

13. Editorial correction adding History 11 and 12 and deleting duplicate section number (Register 94, No. 17).

14. Amendment of subsection (b)(8), designation of subsection (b)(8)(A), new subsection (b)(8)(B), and amendment of subsections (b)(8.1)(b)(8.1)(B), (b)(9)(E) and Note filed 31495; operative 31495 pursuant to Government Code section 11343.4(d) (Register 95, No. 11).

15. Editorial correction inserting inadvertently omitted language in footnote 4 (Register 96, No. 13).

16. Amendment of subsections (b)(8)(A)(B) and (b)(8.1)(A), repealer of subsection (b)(8.1)(B), and amendment of subsection (b)(12) filed 102396; operative 102396 pursuant to Government Code section 11343.4(d) (Register 96, No. 43).

17. Amendment of subsections (b)(8.1) and (9)(E) filed 4997; operative 4997 pursuant to Government Code section 11343.4(d) (Register 97, No. 15).

18. Amendment of subsections (b)(7)(B)5., new subsections (b)(8.2)(b)(8.4)(C) and amendment of Note filed 82498; operative 82498 pursuant to Government Code section 11343.4(d) (Register 98, No. 35).

19. Editorial correction of subsection (a) (Register 98, No. 47).

20. Amendment of subsections (b)(8.1), (b)(8.1)(A) and (b)(9)(E) filed 51199; operative 511 99 pursuant to Government Code section 11343.4(d) (Register 99, No. 20).

21. Amendment of subsections (b)(8.1)(b)(8.1)(A) and (b)(9)(E) filed 1262000; operative 11 2001 pursuant to the 1974 version of Government Code section 11380.2 and Title 2, California Code of Regulations, section 18312(d) and (e) (Register 2000, No. 49).

22. Amendment of subsections (b)(3) and (b)(10) filed 1102001; operative 212001. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law,* 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2001, No. 2).

23. Amendment of subsections (b)(7)(A)4., (b)(7)(B)1.2., (b)(8.2)(E)3., (b)(9)(A)(C) and footnote 4. filed 2132001. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law,* 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2001, No. 7).

24. Amendment of subsections (b)(8.1)(b)(8.1)(A) filed 1162003; operative 112003. Submitted

to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law,* 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2003, No. 3).

25. Editorial correction of History 24 (Register 2003, No. 12).

26. Editorial correction removing extraneous phrase in subsection (b)(9.5)(B) (Register 2004, No. 33).

27. Amendment of subsections (b)(2)(3), (b)(3)(C), (b)(6)(C), (b)(8.1)(b)(8.1)(A), (b)(9)(E) and (b)(11)(12) filed 142005; operative 112005 pursuant to Government Code section 11343.4 (Register 2005, No. 1).

28. Amendment of subsection (b)(7)(A)4. filed 10112005; operative 11102005 (Register 2005, No. 41).

29. Amendment of subsections (a), (b)(1), (b)(3), (b)(8.1), (b)(8.1)(A) and (b)(9)(E) filed 1218 2006; operative 112007. Submitted to OAL pursuant to *Fair Political Practices Commission v. Office of Administrative Law,* 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2006, No. 51).

30. Amendment of subsections (b)(8.1)(b)(8.1)(A) and (b)(9)(E) filed 10312008; operative 11 30-2008. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2008, No. 44).

31. Amendment of section heading and section filed 11152010; operative 12152010. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2010, No. 47).

32. Amendment of section heading and subsections (a)(b)(1), (b)(3)(4), (b)(5)(C), (b)(8.1) (b)(8.1)(A) and (b)(9)(E) and amendment of footnote 1 filed 182013; operative 272013. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law,* 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2013, No. 2).

33. Amendment of subsections (b)(8.1)(b)(8.1)(A), (b)(8.2)(E)3. and (b)(9)(E) filed 12152014;

operative 112015 pursuant to section 18312(e)(1)(A), title 2, California Code of Regulations. Submitted to OAL for filing and printing pursuant to *Fair Political Practices Commission v. Office of Administrative Law,* 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2014, No. 51).

34. Redesignation of portions of subsection (b)(8)(A) as new subsections (b)(8)(B)(D), amendment of subsections (b)(8.1)(b)(8.1)(A), redesignation of portions of subsection (b)(8.1)(A) as new subsections (b)(8.1)(B)(C) and amendment of subsection (b)(9)(E) filed 12 12016; operative 12312016 pursuant to Cal. Code Regs. tit. 2, section 18312(e). Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law,* 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2016, No. 49).

35. Amendment of subsections (b)(8.1)(b)(8.1)(A) and (b)(9)(E) filed 12122018; operative 1 11-2019 pursuant to Cal. Code Regs., tit. 2, section 18312(e). Submitted to OAL for filing and printing pursuant to *Fair Political Practices Commission v. Office of Administrative Law,* 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2018, No. 50).

36. Amendment of subsections (b)(8.1)(8.1)(A) filed 12232020; operative 112021 pursuant to Cal. Code Regs., tit. 2, section 18312(e). Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law,* 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2020, No. 52).

37. Amendment of subsections (b)(3)(C), (b)(5)(C), (b)(5.5), (b)(5.5)(A)(2), (b)(7)(D), (b)(8)(A), (b)(8.1)(A), (b)(8.2)(A), (b)(8.2)(C)(D), (b)(8.3)(A), (b)(9), (b)(9.3), (b)(9.5), (b)(10) and (b)(11) and footnote 5 filed 5122021; operative 6112021 pursuant to Cal. Code Regs., tit. 2, section 18312(e). Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law,* 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2021, No. 20).

38. Amendment of subsections (b)(8.1)(b)(8.1)(A) and (b)(9)(E) filed 12202022; operative 1 19-2023 pursuant to Cal. Code Regs., tit. 2, section 18312(e). Submitted to OAL for filing pursuant to Fair Political Practices Commission v. Office of Administrative Law, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2022, No. 51).

39. Amendment of subsections (b)(8.1)(b)(8.1)(A) and (b)(9)(E) filed 2182025; operative 3 20-

2025 pursuant to Cal. Code Regs., tit. 2, section 18312(e). Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2025, No. 8).

40. Amendment of subsection (b)(4) filed 582025; operative 672025 pursuant to Cal. Code Regs., tit. 2, section 18312(e). Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2025, No. 19).

Exhibit B

Designated Positions

Designated Positions	Disclosure Categories
Administration	
Assistant City Manager	1, 2, 3, 4, 5, 8, 9, 10
Government Affairs Officer	1, 2, 3, 4, 5, 8, 9, 10
Deputy City Manager	1, 2, 3, 4, 5, 8, 9, 10
Assistant City Attorney	1, 2, 3, 4, 5, 8, 9, 10
Director of Human Resources and Risk Management	1, 2, 3, 4, 5, 8, 9, 10
Human Resources Manager	1, 2, 3, 4, 5, 8, 9, 10
Senior Human Resources Analyst	1, 2, 3, 4, 5, 10
Risk Manager	1, 2, 3, 4, 5, 10
Director of Public Safety & Emergency Management	1, 2, 3, 4, 5, 8, 9, 10
Public Safety Services Manager	1, 2, 3, 4, 5, 8, 9, 10
Energy and Sustainability Officer	2, 3, 4, 5, 8, 9
Finance Department	
Director of Finance	1, 2, 3, 4, 5, 8, 9, 10
Purchasing Manager	1, 2, 3, 4, 5, 8, 9, 10
Accounting Manager	1, 2, 3, 4, 5, 8, 9, 10
Revenue Manager	1, 2, 3, 4, 5, 8, 9, 10
Senior Buyer	1, 2, 3, 4, 5, 8, 9, 10
Buyer	1, 2, 3, 4, 5, 8, 9, 10
Information Technology & Security Department	
Director of Information Technology and Security	1, 2, 3, 4, 5, 8, 9, 10
Information Technology Manager	1, 2, 3, 4, 5, 8, 9, 10
City Commissions, Committees, and Boards	
Mobilehome Park Rental Review Board Members	1, 2, 3, 4, 5, 10, 11, 12, 13
Public Works	
Director of Public Works	1, 2, 3, 4, 5, 8, 9, 10, 14, 15
City Engineer	1, 2, 3, 4, 5, 8, 9, 10, 14, 15
Principal Civil Engineer	1, 2, 3, 4, 5, 8, 9, 10, 14, 15
Landscape & Building Maintenance Superintendent	2, 3, 4, 5, 8, 9, 10
Right of Way Superintendent	2, 3, 4, 5, 8, 9, 10

Traffic Engineer	1, 2, 3, 4, 5, 8, 9, 10, 14, 15
Public Works Operations Manager	1, 2, 3, 4, 5, 8, 9, 10, 14, 15
Stormwater Engineer	1, 2, 3, 4, 5, 8, 9, 10, 14, 15
Senior Civil Engineer	1, 2, 3, 4, 5, 8, 9, 10, 14, 15
Public Works Program Administrator	1, 2, 3, 4, 5, 8, 9, 10, 14, 15
Construction Inspection Supervisor	1, 2, 3, 4, 5, 8, 9, 10, 14, 15
Senior Construction Inspector	1, 2, 3, 4, 5, 8, 9, 10, 14, 15
Principal Administrative Analyst	1, 2, 3, 4, 5, 8, 9, 10, 14, 15

Community Development

Director of Community and Economic Development	1, 2, 3, 4, 5, 8, 9, 10, 11, 12, 13, 14, 15
Planning Manager	1, 2, 3, 4, 5, 8, 9, 10, 11, 12, 13, 14, 15
Senior Planner	1, 2, 3, 4, 5, 8, 9, 10
Community Development Manager	1, 2, 3, 4, 5, 8, 9, 10, 11, 12, 13, 14, 15
Housing Analyst	1, 2, 3, 4, 5, 8, 9, 10
Special Projects Manager	1, 2, 4, 5, 6, 7, 8, 9, 10, 11, 12
Principal Administrative Analyst	1, 2, 3, 4, 5, 8, 9, 10, 14, 15

Other Officials:

City Clerk	1, 2, 3, 4, 5, 8, 9, 10
Chief Deputy City Clerk	1, 2, 3, 4, 5, 8, 9, 10
Chief Deputy City Treasurer	1, 2, 3, 4, 5, 6, 7, 8, 9, 10

Community Services:

Director of Community Services/Recreation/Park Maintenance	1, 2, 3, 4, 5, 8, 9, 10, 14, 15
Park Maintenance Superintendent	1, 2, 3, 4, 5, 8, 9, 10
Park Maintenance Supervisor	1, 2, 3, 4, 5, 8, 9, 10
Recreation Superintendent	1, 2, 3, 4, 5, 8, 9, 10
Community Center Program Manager	1, 2, 3, 4, 5, 8, 9, 10
Community Services Superintendent	1, 2, 3, 4, 5, 8, 9, 10
Recreation Program Manager	1, 2, 3, 4, 5, 8, 9, 10
Human Services Program Manager	1, 2, 3, 4, 5, 8, 9, 10
Principal Administrative Analyst	1, 2, 3, 4, 5, 8, 9, 10
Transportation Program Manager	1, 2, 3, 4, 5, 6, 9, 10, 14, 15

NOTE: The City Council, City Manager, City Attorney, City Treasurer and Planning Commissioners are required to submit disclosure statements pursuant to State law (California Government Code sections 87200 *et seq*.) instead of this Code.

Consultants shall be included in the list of Designated Positions and shall disclose pursuant to the broadest disclosure category in this Code subject to the following limitation:

The City Manager may determine in writing that a particular consultant, although a “designated position,” is hired to perform a range of duties that are limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the consultant’s duties and, based on that description, a statement of the extent of disclosure requirements. The City Manager’s determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code. A copy of this determination shall be filed with the City Clerk and a copy forwarded to the City Council.

Disclosure Categories

1. Reportable interests in real property in the jurisdiction (FPPC Form 700, Schedule B).

2. Reportable income (FPPC Schedule C - income other than gifts and travel payments; D - income from gifts; or E income from travel payments).

3. Reportable investments (FPPC Form 700, Schedules A-1 and A-2).

4. Reportable business positions (FPPC Form 700, Schedule C).

5. Reportable gifts and travel gifts (FPPC Form 700 Schedules D and E).

6. Reportable income from any financial institution in which the City deposits funds, plans to deposit funds, or has deposited funds within two years prior to the time any statement is required under this conflict of interest code.

7. Reportable investments and business positions in any financial institution in which the City deposits funds, plans to deposit funds or has deposited funds within two years prior to the time a statement is required under this conflict of interest code.

8. Reportable income from persons or business entities that provide, plan to provide, or have provided within two years prior to the time a statement is required under this conflict of interest code, services or supplies to the City, the Successor Agency to the Carson Redevelopment Agency, or Carson Redevelopment Agency at the direction of the disclosing employee or his or her department.

9. Reportable investments and business positions in business entities that provide, or plan to provide, or have provided within two years prior to the time a statement is required under this conflict of interest code, services or supplies to the City, the Successor Agency to the Carson Redevelopment Agency, or Carson Redevelopment Agency at the direction of the disclosing employee or his or her department.

10. Reportable income from any City employee.

11. Reportable income from any mobilehome park in the jurisdiction or from any person or business entity having an interest in real property in the jurisdiction upon which a mobilehome is located.

12. Reportable interests in real property in the jurisdiction upon which a mobilehome park is located.

13. Reportable investments and business positions in the jurisdiction or in any business entity having an interest in real property in the jurisdiction upon which a mobilehome park is located.

14. Reportable income from persons and business entities and business positions in business entities having an interest in real property in the jurisdiction or that provide, or have provided within two years prior to the time a Statement is required under this Conflict of Interest Code, services within the jurisdiction subject to the inspection, review or approval of the City.

15. Reportable investments in any business entities having an interest in real property in the jurisdiction or that provide, or have provided within two years prior to the time a Statement is required under this Conflict of Interest Code, services within the jurisdiction subject to the inspection, review or approval of the City.

RESOLUTION NO. 26-03-CSA

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE CARSON REDEVELOPMENT AGENCY, CITY OF CARSON, CALIFORNIA UPDATING AND REVISING THE CONFLICT OF INTEREST CODE WHICH INCORPORATES BY REFERENCE THE CONFLICT OF INTEREST CODE PREPARED BY THE FAIR POLITICAL PRACTICES COMMISSION

THE BOARD OF THE SUCCESSOR AGENCY TO THE CARSON REDEVELOPMENT AGENCY, CITY OF CARSON, DOES HEREBY FIND, RESOLVE AND ORDER AS FOLLOWS:

Section 1. The Political Reform Act of 1974, California Government Code sections 81000 *et seq*., requires the Successor Agency to the Carson Redevelopment Agency ("Successor Agency") to establish a Conflict of Interest Code.

Section 2. The Successor Agency hereby determines that it is both necessary and appropriate to establish a Conflict of Interest Code and to list designated positions and to assign appropriate disclosure categories for those positions.

Section 3. The Fair Political Practices Commission has adopted a Model Conflict of Interest Code (the "Model Code"). The Model Code, which is codified at 2 California Code of Regulations section 18730, can be incorporated by reference by the Successor Agency as the Agency's conflict of interest code. That Model Code will be amended by the Fair Political Practices Commission from time to time to conform to any amendments to the Political Reform Act. The Model Code, attached hereto as Exhibit "A," and any amendments to it that are duly adopted by the Fair Political Practices Commission; and Exhibit "B," the Successor Agency's Conflict of Interest Code and Designated Positions and Disclosure Categories, are hereby incorporated by reference and shall constitute, and the same hereby is designated, the Conflict of Interest Code of the Successor Agency.

Section 4. Incorporation by reference of the terms of the aforementioned Model Code and any future amendments to it in the Agency's Conflict of Interest Code will save the Successor Agency time and the expenditure of public funds by minimizing the actions required of the Successor Agency Board to maintain conformity with the Political Reform Act.

Section 5. Pursuant to the provisions of California Government Code section 87311, officers, employees, members of the public, consultants, and residents of the jurisdiction were given due and proper notice and opportunity to present their views prior to adoption of this resolution.

Section 6. Persons holding designated positions shall file a Statement of Economic Interest (Form 700) pursuant to Sections 4 and 5 of the Conflict of Interest Code as set forth in California Code of Regulations sections 18730(b)(4) and (5).

Section 7. The Conflict of Interest Code adopted by this Successor Agency Board on January 17, 2023, by Resolution No. 23-02-CSA is hereby repealed in its entirety.

PASSED, APPROVED, and ADOPTED this _____ day of _____ 2026.

APPROVED AS TO FORM:

_____
Sunny K. Soltani,
Successor Agency Attorney

CITY OF CARSON:

_____
Lula Davis-Holmes,
Successor Agency Board Chair

ATTEST:

_____
Dr. Khaleah K. Bradshaw,
Successor Agency Secretary

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. 26-03-CSA adopted by the City of Carson Successor Agency Board at its meeting held on _____ _____, 2026, by the following vote:

AYES: AGENCY BOARD MEMBERS:
NOES: AGENCY BOARD MEMBERS:
ABSTAIN: AGENCY BOARD MEMBERS:
ABSENT: AGENCY BOARD MEMBERS:

_____
Dr. Khaleah K. Bradshaw,
Successor Agency Secretary

EXHIBIT "A"

Model Conflict of Interest Code (2 California Code of Regulations Section 18730)

(Attached)

EXHIBIT "B"

Designated Positions and Disclosure Categories

(Attached)

SUCCESSOR AGENCY OF THE CARSON REDEVELOPMENT AGENCY

CONFLICT OF INTEREST CODE

The Political Reform Act (Government Code Section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 California Code of Regulations Section 18730) that contains the terms of a standard conflict of interest code, which can be incorporated by reference in an agency's code. After public notice and hearing, the standard code may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Appendices, designating positions and establishing disclosure categories, shall constitute the conflict of interest code of the Successor Agency for the Carson Redevelopment Agency ("Agency").

Individuals holding designated positions shall file their statements of economic interests with the Agency, which will make the statements available for public inspection and reproduction (Gov. Code Sec. 81008). All statements will be retained by the Agency.

Exhibit A

Model Conflict of Interest Code (2 California Code of Regulations Section 18730)

(Regulations of the Fair Political Practices Commission, Title 2, Division 6, California Code of Regulations)

§ 18730. Provisions of Conflict of Interest Codes.

(a) Incorporation by reference of the terms of this regulation along with the designation of employees and the formulation of disclosure categories in the Appendix referred to below constitute the adoption and promulgation of a conflict of interest code within the meaning of Section 87300 or the amendment of a conflict of interest code within the meaning of Section 87306 if the terms of this regulation are substituted for terms of a conflict of interest code already in effect. A code so amended or adopted and promulgated requires the reporting of reportable items in a manner substantially equivalent to the requirements of article 2 of chapter 7 of the Political Reform Act, Sections 81000, et seq. The requirements of a conflict of interest code are in addition to other requirements of the Political Reform Act, such as the general prohibition against conflicts of interest contained in Section 87100, and to other state or local laws pertaining to conflicts of interest.

(b) The terms of a conflict of interest code amended or adopted and promulgated pursuant to this regulation are as follows:

(1) Section 1. Definitions.

The definitions contained in the Political Reform Act of 1974, regulations of the Fair Political Practices Commission (Regulations 18110, et seq.), and any amendments to the Act or regulations, are incorporated by reference into this conflict of interest code.

(2) Section 2. Designated Employees.

The persons holding positions listed in the Appendix are designated employees. It has been determined that these persons make or participate in the making of decisions which may foreseeably have a material effect on economic interests.

(3) Section 3. Disclosure Categories.

This code does not establish any disclosure obligation for those designated employees who are also specified in Section 87200 if they are designated in this code in that same capacity or if the geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction in which those persons must report their economic interests pursuant to article 2 of chapter 7 of the Political Reform Act, Sections 87200, et seq.

In addition, this code does not establish any disclosure obligation for any designated employees who are designated in a conflict of interest code for another agency, if all of the following apply:

(A) The geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction of the other agency;

(B) The disclosure assigned in the code of the other agency is the same as that required under article 2 of chapter 7 of the Political Reform Act, Section 87200; and

(C) The filing officer is the same for both agencies. [FN1]

Such persons are covered by this code for disqualification purposes only. With respect to all other designated employees, the disclosure categories set forth in the Appendix specify which kinds of economic interests are reportable. Such a designated employee shall disclose in the employee's statement of economic interests those economic interests the employee has which are of the kind described in the disclosure categories to which the employee is assigned in the Appendix. It has been determined that the economic interests set forth in a designated employee's disclosure categories are the kinds of economic interests which the employee foreseeably can affect materially through the conduct of the employee's office.

(4) Section 4. Statements of Economic Interests: Place of Filing.

The code reviewing body shall instruct all designated employees within its code to file statements of economic interests with the agency or with the code reviewing body, as provided by the code reviewing body in the agency's conflict of interest code or with the Fair Political Practices Commission using the Commission's electronic filing system as required under Section 87500. [FN2]

(5) Section 5. Statements of Economic Interests: Time of Filing.

(A) Initial Statements. All designated employees employed by the agency on the effective date of this code, as originally adopted, promulgated and approved by the code reviewing body, shall file statements within 30 days after the effective date of this code. Thereafter, each person already in a position when it is designated by an amendment to this code shall file an initial statement within 30 days after the effective date of the amendment.

(B) Assuming Office Statements. All persons assuming designated positions after the effective date of this code shall file statements within 30 days after assuming the designated positions, or if subject to State Senate confirmation, 30 days after being nominated or appointed. (C) Annual Statements. All designated employees shall file statements no later than April 1. If a person reports for military service as defined in the Servicemember's Civil Relief Act, the deadline for the annual statement of economic interests is 30 days following the person's return to office, provided the person, or someone authorized to represent the person's interests, notifies the filing officer in writing prior to the applicable filing deadline that the person is subject to that federal statute and is unable to meet the applicable deadline, and provides the filing officer verification of the person's military status.

(D) Leaving Office Statements. All persons who leave designated positions shall file statements within 30 days after leaving office.

(5.5) Section 5.5. Statements for Persons Who Resign Prior to Assuming Office.

Any person who resigns within 12 months of initial appointment, or within 30 days of the date of notice provided by the filing officer to file an assuming office statement, is not deemed to

have assumed office or left office, provided the person did not make or participate in the making of, or use the person's position to influence any decision and did not receive or become entitled to receive any form of payment as a result of the person's appointment. Such persons shall not file either an assuming or leaving office statement.

(A) Any person who resigns a position within 30 days of the date of a notice from the filing officer shall do both of the following:

(1) File a written resignation with the appointing power; and

(2) File a written statement with the filing officer declaring under penalty of perjury that during the period between appointment and resignation the person did not make, participate in the making, or use the position to influence any decision of the agency or receive, or become entitled to receive, any form of payment by virtue of being appointed to the position. (6) Section 6. Contents of and Period Covered by Statements of Economic Interests. (A) Contents of Initial Statements. Initial statements shall disclose any reportable investments, interests in real property and business positions held on the effective date of the code and income received during the 12 months prior to the effective date of the code.

(B) Contents of Assuming Office Statements.

Assuming office statements shall disclose any reportable investments, interests in real property and business positions held on the date of assuming office or, if subject to State Senate confirmation or appointment, on the date of nomination, and income received during the 12 months prior to the date of assuming office or the date of being appointed or nominated, respectively.

(C) Contents of Annual Statements. Annual statements shall disclose any reportable investments, interests in real property, income and business positions held or received during the previous calendar year provided, however, that the period covered by an employee's first annual statement shall begin on the effective date of the code or the date of assuming office whichever is later, or for a board or commission member subject to Section 87302.6, the day after the closing date of the most recent statement filed by the member pursuant to Regulation 18754.

(D) Contents of Leaving Office Statements.

Leaving office statements shall disclose reportable investments, interests in real property, income and business positions held or received during the period between the closing date of the last statement filed and the date of leaving office.

(7) Section 7. Manner of Reporting.

Statements of economic interests shall be made on forms prescribed by the Fair Political Practices Commission and supplied by the agency, and shall contain the following information:

(A) Investment and Real Property Disclosure.

When an investment or an interest in real property [FN3] is required to be reported, [FN4] the

statement shall contain the following:

1. A statement of the nature of the investment or interest;

2. The name of the business entity in which each investment is held, and a general description of the business activity in which the business entity is engaged;

3. The address or other precise location of the real property;

4. A statement whether the fair market value of the investment or interest in real property equals or exceeds $2,000, exceeds $10,000, exceeds $100,000, or exceeds $1,000,000.

(B) Personal Income Disclosure. When personal income is required to be reported, [FN5] the statement shall contain:

1. The name and address of each source of income aggregating $500 or more in value, or $50 or more in value if the income was a gift, and a general description of the business activity, if any, of each source;

2. A statement whether the aggregate value of income from each source, or in the case of a loan, the highest amount owed to each source, was $1,000 or less, greater than $1,000, greater than $10,000, or greater than $100,000;

3. A description of the consideration, if any, for which the income was received;

4. In the case of a gift, the name, address and business activity of the donor and any intermediary through which the gift was made; a description of the gift; the amount or value of the gift; and the date on which the gift was received;

5. In the case of a loan, the annual interest rate and the security, if any, given for the loan and the term of the loan.

(C) Business Entity Income Disclosure. When income of a business entity, including income of a sole proprietorship, is required to be reported, [FN6] the statement shall contain:

1. The name, address, and a general description of the business activity of the business entity;

2. The name of every person from whom the business entity received payments if the filer's pro rata share of gross receipts from such person was equal to or greater than $10,000.

(D) Business Position Disclosure. When business positions are required to be reported, a designated employee shall list the name and address of each business entity in which the employee is a director, officer, partner, trustee, employee, or in which the employee holds any position of management, a description of the business activity in which the business entity is engaged, and the designated employee's position with the business entity.

(E) Acquisition or Disposal During Reporting Period. In the case of an annual or leaving office statement, if an investment or an interest in real property was partially or wholly acquired or

disposed of during the period covered by the statement, the statement shall contain the date of acquisition or disposal.

(8) Section 8. Prohibition on Receipt of Honoraria.

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept any honorarium from any source, if the member or employee would be required to report the receipt of income or gifts from that source on the member's or employee's statement of economic interests.

(B) This section shall not apply to any parttime member of the governing board of any public institution of higher education, unless the member is also an elected official.

(C) Subdivisions (a), (b), and (c) of Section 89501 shall apply to the prohibitions in this section.

(D) This section shall not limit or prohibit payments, advances, or reimbursements for travel and related lodging and subsistence authorized by Section 89506.

(8.1) Section 8.1. Prohibition on Receipt of Gifts in Excess of $630.

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept gifts with a total value of more than $630 in a calendar year from any single source, if the member or employee would be required to report the receipt of income or gifts from that source on the member's or employee's statement of economic interests.

(B) This section shall not apply to any parttime member of the governing board of any public institution of higher education, unless the member is also an elected official.

(C) Subdivisions (e), (f), and (g) of Section 89503 shall apply to the prohibitions in this section.

(8.2) Section 8.2. Loans to Public Officials.

(A) No elected officer of a state or local government agency shall, from the date of the election to office through the date that the officer vacates office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the elected officer holds office or over which the elected officer's agency has direction and control.

(B) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the public official holds office or over which the public official's agency has direction and control. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(C) No elected officer of a state or local government agency shall, from the date of the election to office through the date that the officer vacates office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control.

This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status.

(D) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while the official holds office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(E) This section shall not apply to the following:

1. Loans made to the campaign committee of an elected officer or candidate for elective office.

2. Loans made by a public official's spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such persons, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.

3. Loans from a person which, in the aggregate, do not exceed $500 at any given time.

4. Loans made, or offered in writing, before January 1, 1998.

(8.3) Section 8.3. Loan Terms.

(A) Except as set forth in subdivision (B), no elected officer of a state or local government agency shall, from the date of the officer's election to office through the date the officer vacates office, receive a personal loan of $500 or more, except when the loan is in writing and clearly states the terms of the loan, including the parties to the loan agreement, date of the loan, amount of the loan, term of the loan, date or dates when payments shall be due on the loan and the amount of the payments, and the rate of interest paid on the loan.

(B) This section shall not apply to the following types of loans:

1. Loans made to the campaign committee of the elected officer.

2. Loans made to the elected officer by his or her spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such person, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.

3. Loans made, or offered in writing, before January 1, 1998.

(C) Nothing in this section shall exempt any person from any other provision of Title 9 of the Government Code.

(8.4) Section 8.4. Personal Loans.

(A) Except as set forth in subdivision (B), a personal loan received by any designated employee shall become a gift to the designated employee for the purposes of this section in the following circumstances:

1. If the loan has a defined date or dates for repayment, when the statute of limitations for filing an action for default has expired.

2. If the loan has no defined date or dates for repayment, when one year has elapsed from the later of the following:

a. The date the loan was made.

b. The date the last payment of $100 or more was made on the loan.

c. The date upon which the debtor has made payments on the loan aggregating to less than $250 during the previous 12 months.

(B) This section shall not apply to the following types of loans:

1. A loan made to the campaign committee of an elected officer or a candidate for elective office.

2. A loan that would otherwise not be a gift as defined in this title.

3. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor has taken reasonable action to collect the balance due.

4. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor, based on reasonable business considerations, has not undertaken collection action. Except in a criminal action, a creditor who claims that a loan is not a gift on the basis of this paragraph has the burden of proving that the decision for not taking collection action was based on reasonable business considerations.

5. A loan made to a debtor who has filed for bankruptcy and the loan is ultimately discharged in bankruptcy.

(C) Nothing in this section shall exempt any person from any other provisions of Title 9 of the Government Code.

(9) Section 9. Disqualification.

No designated employee shall make, participate in making, or in any way attempt to use the employee's official position to influence the making of any governmental decision which the employee knows or has reason to know will have a reasonably foreseeable material financial

effect, distinguishable from its effect on the public generally, on the official or a member of the official's immediate family or on:

(A) Any business entity in which the designated employee has a direct or indirect investment worth $2,000 or more;

(B) Any real property in which the designated employee has a direct or indirect interest worth $2,000 or more;

(C) Any source of income, other than gifts and other than loans by a commercial lending institution in the regular course of business on terms available to the public without regard to official status, aggregating $500 or more in value provided to, received by or promised to the designated employee within 12 months prior to the time when the decision is made;

(D) Any business entity in which the designated employee is a director, officer, partner, trustee, employee, or holds any position of management; or

(E) Any donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating $630 or more provided to, received by, or promised to the designated employee within 12 months prior to the time when the decision is made.

(9.3) Section 9.3. Legally Required Participation.

No designated employee shall be prevented from making or participating in the making of any decision to the extent the employee's participation is legally required for the decision to be made. The fact that the vote of a designated employee who is on a voting body is needed to break a tie does not make the employees' participation legally required for purposes of this section.

(9.5) Section 9.5. Disqualification of State Officers and Employees.

In addition to the general disqualification provisions of section 9, no state administrative official shall make, participate in making, or use the official's position to influence any governmental decision directly relating to any contract where the state administrative official knows or has reason to know that any party to the contract is a person with whom the state administrative official, or any member of the official's immediate family has, within 12 months prior to the time when the official action is to be taken:

(A) Engaged in a business transaction or transactions on terms not available to members of the public, regarding any investment or interest in real property; or

(B) Engaged in a business transaction or transactions on terms not available to members of the public regarding the rendering of goods or services totaling in value $1,000 or more.

(10) Section 10. Disclosure of Disqualifying Interest.

When a designated employee determines that the employee should not make a governmental decision because the employee has a disqualifying interest in it, the determination not to act

may be accompanied by disclosure of the disqualifying interest.

(11) Section 11. Assistance of the Commission and Counsel.

Any designated employee who is unsure of the duties under this code may request assistance from the Fair Political Practices Commission pursuant to Section 83114 and Regulations 18329 and 18329.5 or from the attorney for the employee's agency, provided that nothing in this section requires the attorney for the agency to issue any formal or informal opinion.

(12) Section 12. Violations.

This code has the force and effect of law. Designated employees violating any provision of this code are subject to the administrative, criminal and civil sanctions provided in the

Political Reform Act, Sections 81000-91014. In addition, a decision in relation to which a violation of the disqualification provisions of this code or of Section 87100 or 87450 has occurred may be set aside as void pursuant to Section 91003.

[FN1]

Designated employees who are required to file statements of economic interests under any other agency's conflict of interest code, or under article 2 for a different jurisdiction, may expand their statement of economic interests to cover reportable interests in both jurisdictions, and file copies of this expanded statement with both entities in lieu of filing separate and distinct statements, provided that each copy of such expanded statement filed in place of an original is signed and verified by the designated employee as if it were an original. See Section 81004.

[FN2]

See Section 81010 and Regulation 18115 for the duties of filing officers and persons in agencies who make and retain copies of statements and forward the originals to the filing officer.

[FN3]

For the purpose of disclosure only (not disqualification), an interest in real property does not include the principal residence of the filer.

[FN4]

Investments and interests in real property which have a fair market value of less than $2,000 are not investments and interests in real property within the meaning of the Political Reform Act. However, investments or interests in real property of an individual include those held by the individual's spouse and dependent children as well as a pro rata share of any investment or interest in real property of any business entity or trust in which the individual, spouse and dependent children own, in the aggregate, a direct, indirect or beneficial interest of 10 percent or greater.

[FN5]

A designated employee's income includes the employee's community property interest in the income of the employee's spouse but does not include salary or reimbursement for expenses received from a state, local or federal government agency.

[FN6]

Income of a business entity is reportable if the direct, indirect or beneficial interest of the filer and the filer's spouse in the business entity aggregates a 10 percent or greater interest. In addition, the disclosure of persons who are clients or customers of a business entity is required only if the clients or customers are within one of the disclosure categories of the filer.

Note: Authority cited: Section 83112, Government Code. Reference: Sections 87103(e), 87300 87302, 89501, 89502 and 89503, Government Code.

History

1. New section filed 4280 as an emergency; effective upon filing (Register 80, No. 14).

Certificate of Compliance included. 2. Editorial correction (Register 80, No. 29). 3. Amendment of subsection (b) filed 1981; effective thirtieth day thereafter (Register 81, No. 2).

4. Amendment of subsection (b)(7)(B)1. filed 12683; effective thirtieth day thereafter (Register 83, No. 5).

5. Amendment of subsection (b)(7)(A) filed 111083; effective thirtieth day thereafter (Register 83, No. 46).

6. Amendment filed 41387; operative 51387 (Register 87, No. 16).

7. Amendment of subsection (b) filed 102188; operative 112088 (Register 88, No. 46).

8. Amendment of subsections (b)(8)(A) and (b)(8)(B) and numerous editorial changes filed 828 90; operative 92790 (Reg. 90, No. 42).

9. Amendment of subsections (b)(3), (b)(8) and renumbering of following subsections and amendment of Note filed 8792; operative 9792 (Register 92, No. 32).

10. Amendment of subsection (b)(5.5) and new subsections (b)(5.5)(A)(A)(2) filed 2493; operative 2493 (Register 93, No. 6).

11. Change without regulatory effect adopting Conflict of Interest Code for California Mental Health Planning Council filed 112293 pursuant to title 1, section 100, California Code of Regulations (Register 93, No. 48). Approved by Fair Political Practices Commission 92193.

12. Change without regulatory effect redesignating Conflict of Interest Code for California Mental Health Planning Council as chapter 62, section 55100 filed 1494 pursuant to title 1, section 100, California Code of Regulations (Register 94, No. 1).

13. Editorial correction adding History 11 and 12 and deleting duplicate section number (Register 94, No. 17).

14. Amendment of subsection (b)(8), designation of subsection (b)(8)(A), new subsection (b)(8)(B), and amendment of subsections (b)(8.1)(b)(8.1)(B), (b)(9)(E) and Note filed 31495; operative 31495 pursuant to Government Code section 11343.4(d) (Register 95, No. 11).

15. Editorial correction inserting inadvertently omitted language in footnote 4 (Register 96, No. 13).

16. Amendment of subsections (b)(8)(A)(B) and (b)(8.1)(A), repealer of subsection (b)(8.1)(B), and amendment of subsection (b)(12) filed 102396; operative 102396 pursuant to Government Code section 11343.4(d) (Register 96, No. 43).

17. Amendment of subsections (b)(8.1) and (9)(E) filed 4997; operative 4997 pursuant to Government Code section 11343.4(d) (Register 97, No. 15).

18. Amendment of subsections (b)(7)(B)5., new subsections (b)(8.2)(b)(8.4)(C) and amendment of Note filed 82498; operative 82498 pursuant to Government Code section 11343.4(d) (Register 98, No. 35).

19. Editorial correction of subsection (a) (Register 98, No. 47).

20. Amendment of subsections (b)(8.1), (b)(8.1)(A) and (b)(9)(E) filed 51199; operative 511 99 pursuant to Government Code section 11343.4(d) (Register 99, No. 20).

21. Amendment of subsections (b)(8.1)(b)(8.1)(A) and (b)(9)(E) filed 1262000; operative 11 2001 pursuant to the 1974 version of Government Code section 11380.2 and Title 2, California Code of Regulations, section 18312(d) and (e) (Register 2000, No. 49).

22. Amendment of subsections (b)(3) and (b)(10) filed 1102001; operative 212001. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law,* 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2001, No. 2).

23. Amendment of subsections (b)(7)(A)4., (b)(7)(B)1.2., (b)(8.2)(E)3., (b)(9)(A)(C) and footnote 4. filed 2132001. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law,* 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2001, No. 7).

24. Amendment of subsections (b)(8.1)(b)(8.1)(A) filed 1162003; operative 112003. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law,* 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2003, No. 3).

25. Editorial correction of History 24 (Register 2003, No. 12).

26. Editorial correction removing extraneous phrase in subsection (b)(9.5)(B) (Register 2004, No. 33).

27. Amendment of subsections (b)(2)(3), (b)(3)(C), (b)(6)(C), (b)(8.1)(b)(8.1)(A), (b)(9)(E) and (b)(11)(12) filed 142005; operative 112005 pursuant to Government Code section 11343.4 (Register 2005, No. 1).

28. Amendment of subsection (b)(7)(A)4. filed 10112005; operative 11102005 (Register 2005, No. 41).

29. Amendment of subsections (a), (b)(1), (b)(3), (b)(8.1), (b)(8.1)(A) and (b)(9)(E) filed 1218 2006; operative 112007. Submitted to OAL pursuant to *Fair Political Practices Commission v. Office of Administrative Law,* 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2006, No. 51).

30. Amendment of subsections (b)(8.1)(b)(8.1)(A) and (b)(9)(E) filed 10312008; operative 11 30-2008. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2008, No. 44).

31. Amendment of section heading and section filed 11152010; operative 12152010. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2010, No. 47).

32. Amendment of section heading and subsections (a)(b)(1), (b)(3)(4), (b)(5)(C), (b)(8.1)(b)(8.1)(A) and (b)(9)(E) and amendment of footnote 1 filed 182013; operative 272013. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law,* 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2013, No. 2).

33. Amendment of subsections (b)(8.1)(b)(8.1)(A), (b)(8.2)(E)3. and (b)(9)(E) filed 12152014; operative 112015 pursuant to section 18312(e)(1)(A), title 2, California Code of Regulations. Submitted to OAL for filing and printing pursuant to *Fair Political Practices Commission v. Office of Administrative Law,* 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2014, No. 51).

34. Redesignation of portions of subsection (b)(8)(A) as new subsections (b)(8)(B)(D), amendment of subsections (b)(8.1)(b)(8.1)(A), redesignation of portions of subsection (b)(8.1)(A) as new subsections (b)(8.1)(B)(C) and amendment of subsection (b)(9)(E) filed 12 12016;

operative 12312016 pursuant to Cal. Code Regs. tit. 2, section 18312(e). Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law,* 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2016, No. 49).

35. Amendment of subsections (b)(8.1)(b)(8.1)(A) and (b)(9)(E) filed 12122018; operative 1 11-2019 pursuant to Cal. Code Regs., tit. 2, section 18312(e). Submitted to OAL for filing and printing pursuant to *Fair Political Practices Commission v. Office of Administrative Law,* 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2018, No. 50).

36. Amendment of subsections (b)(8.1)(8.1)(A) filed 12232020; operative 112021 pursuant to Cal. Code Regs., tit. 2, section 18312(e). Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law,* 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2020, No. 52).

37. Amendment of subsections (b)(3)(C), (b)(5)(C), (b)(5.5), (b)(5.5)(A)(2), (b)(7)(D), (b)(8)(A), (b)(8.1)(A), (b)(8.2)(A), (b)(8.2)(C)(D), (b)(8.3)(A), (b)(9), (b)(9.3), (b)(9.5), (b)(10) and (b)(11) and footnote 5 filed 5122021; operative 6112021 pursuant to Cal. Code Regs., tit. 2, section 18312(e). Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law,* 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2021, No. 20).

38. Amendment of subsections (b)(8.1)(b)(8.1)(A) and (b)(9)(E) filed 12202022; operative 1 19-2023 pursuant to Cal. Code Regs., tit. 2, section 18312(e). Submitted to OAL for filing pursuant to Fair Political Practices Commission v. Office of Administrative Law, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2022, No. 51).

39. Amendment of subsections (b)(8.1)(b)(8.1)(A) and (b)(9)(E) filed 2182025; operative 3 20-2025 pursuant to Cal. Code Regs., tit. 2, section 18312(e). Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2025, No. 8).

40. Amendment of subsection (b)(4) filed 582025; operative 672025 pursuant to Cal. Code Regs., tit. 2, section 18312(e). Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third

Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2025, No. 19).

Exhibit B

Designated Positions

Designated Positions	Disclosure Categories
Agency Secretary	1, 2, 3, 4
Chief Deputy Agency Secretary	1, 2, 3, 4
Chief Deputy Agency Treasurer	1, 2, 3, 4
Director of Community and Economic Development	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12
Community Development Manager	1, 2, 3, 4, 5, 8, 9, 10, 11, 12, 13, 14, 15
Principal Administrative Analyst	1, 2, 3, 4, 5, 6, 7, 8, 9
Special Projects Manager	1, 2, 4, 5, 6, 7, 8, 9, 10, 11, 12
Assistant Agency Attorney	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12

NOTE: The Agency Board, Executive Director, Agency Attorney, and Agency Treasurer shall make the same disclosures and submit the same respective disclosure statements as those required for the Carson City Council, Carson City Manager, Carson City Attorney, and Carson City Treasurer pursuant to California Government Code sections 87200 *et seq*.

Consultants shall be included in the list of Designated Positions and shall disclose pursuant to the broadest disclosure category in this Code subject to the following limitation:

The Executive Director may determine in writing that a particular consultant, although a "designated position," is hired to perform a range of duties that are limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the consultant's duties and, based on that description, a statement of the extent of disclosure requirements. The Executive Director's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code. A copy of this determination shall be filed with the Agency Secretary and a copy forwarded to the Successor Agency Board.

Disclosure Categories

1. Reportable interests in real property in the jurisdiction (FPPC Form 700, Schedule B).

2. Reportable income and business positions (FPPC Form 700, Schedule C - Income other than gifts and travel payments, and business positions).

3. Reportable investments (FPPC Form 700- Schedules A-1 and A-2).

4. Reportable gifts and travel gifts (FPPC Form 700, Schedules D and E).

5. Reportable income from persons and business entities and business positions in business entities providing or receiving, that plan to provide or have applied to receive, or that have provided or received within two years from the time a Statement is required pursuant to this Conflict of Interest Code, services or supplies for the rehabilitation or construction or residential property under programs administered by the Carson Successor Agency or the City of Carson (FPPC Form 700, Schedule C).

6. Reportable investments in business entitles providing or receiving, that plan to provide or have applied to receive, or that have provided or received within two years from the time a Statement is required pursuant to this Conflict of Interest Code, services or supplies for the rehabilitation or construction of residential property under programs administered by the Carson Successor Agency or the City of Carson (FPPC Form 700, Schedules A-1 and A-2).

7. Reportable gifts from persons and business entities providing or receiving, that plan to provide or have applied to receive, or that have provided or received within two years from the time a Statement is required pursuant to this Conflict of Interest Code, services or supplies for the rehabilitation or construction of residential property under programs administered by the Carson Successor Agency or the City of Carson (FPPC Form 700, Schedules D and E).

8. Reportable income from persons and business entities and business positions in business entities providing, that plan to provide, or that have provided within two years from the time a Statement is required under this Conflict of Interest Code, services, supplies or materials to the Carson Successor Agency or the City of Carson (FPPC Form 700 Schedule C).

9. Reportable investments in business entities providing, that plan to provide, or that have provided within two years from the time a Statement is required under this Conflict of Interest Code, services, supplies or materials to the Carson Successor Agency or the City of Carson (Form 700, Schedules A-1 and A-2).

10. Reportable income from persons and business entities and business positions in business entities having an interest in real property in the jurisdiction or that provide, plan to provide, or have provided within two years prior to the time a Statement is

required under this Conflict of Interest Code services within the jurisdiction subject to the inspection, review or approval of the Carson Successor Agency or the City of Carson (FPPC Form 700 Schedule C).

11. Reportable investments in any business entities having an interest in real property in the jurisdiction or that provide, plan to provide, or have provided within two years prior to the time a Statement is required under this Conflict of Interest Code, services within the jurisdiction subject to the inspection, approval or review of the Carson Successor Agency or the City of Carson (FPPC Form 700, Schedules A-1 and A-2).

12. Reportable gifts from persons and business ent1t1es having an interest in real property in the jurisdiction or that provide, plan to provide, or have provided within two years prior to the time a Statement is required under this Conflict of Interest Code, services within the jurisdiction subject to the inspection. review or approval of the Carson Successor Agency or the City of Carson (FPPC Form 700, Schedules D and E).

RESOLUTION NO. 26-03-CHA

A RESOLUTION OF THE CARSON HOUSING AUTHORITY, CITY OF CARSON, CALIFORNIA, UPDATING AND REVISING THE CONFLICT OF INTEREST CODE WHICH INCORPORATES BY REFERENCE THE CONFLICT OF INTEREST CODE PREPARED BY THE FAIR POLITICAL PRACTICES COMMISSION

THE BOARD OF THE CARSON HOUSING AUTHORITY, CITY OF CARSON, DOES HEREBY FIND, RESOLVE AND ORDER AS FOLLOWS:

Section 1. The Political Reform Act of 1974, California Government Code sections 81000 *et seq*., requires the Carson Housing Authority ("Authority") to establish a Conflict of Interest Code.

Section 2. The Authority hereby determines that it is both necessary and appropriate to establish a Conflict of Interest Code and to list designated positions and to assign appropriate disclosure categories for those positions.

Section 3. The Fair Political Practices Commission has adopted a Model Conflict of Interest Code (the "Model Code"). The Model Code, which is codified at 2 California Code of Regulations section 18730, can be incorporated by reference by the Authority as the its conflict of interest code. That Model Code will be amended by the Fair Political Practices Commission from time to time to conform to any amendments to the Political Reform Act. The Model Code, attached hereto as Exhibit "A," and any amendments to it that are duly adopted by the Fair Political Practices Commission; and Exhibit "B," the Authority's Conflict of Interest Code and Designated Positions and Disclosure Categories, are hereby incorporated by reference and shall constitute, and the same hereby is designated, the Conflict of Interest Code of the Authority.

Section 4. Incorporation by reference of the terms of the aforementioned Model Code and any future amendments to it in the Authority's Conflict of Interest Code will save the Authority time and the expenditure of public funds by minimizing the actions required of the Authority Board to maintain conformity with the Political Reform Act.

Section 5. Pursuant to the provisions of California Government Code section 87311, officers, employees, members of the public, consultants, and residents of the jurisdiction were given due and proper notice and opportunity to present their views prior to adoption of this resolution.

Section 6. Persons holding designated positions shall file a Statement of Economic Interest (Form 700) pursuant to Sections 4 and 5 of the Conflict of Interest Code as set forth in California Code of Regulations sections 18730(b)(4) and (5).

Section 7. The Conflict of Interest Code adopted by this Authority Board on January 17, 2023, by Resolution No. 23-02-CHA is hereby repealed in its entirety.

PASSED, APPROVED, and ADOPTED this _____ day of _____ 2026.

APPROVED AS TO FORM:

_____
Sunny K. Soltani,
Housing Authority Attorney

CITY OF CARSON:

_____
Lula Davis-Holmes,
Housing Authority Board Chair

ATTEST:

_____
Dr. Khaleah K. Bradshaw,
Housing Authority Secretary

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. 26-03-CHA adopted by the City of Carson Housing Authority Board at its meeting held on _____ ____, 2026, by the following vote:

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

_____
Dr. Khaleah K. Bradshaw,
Housing Authority Secretary

EXHIBIT "A"

Model Conflict of Interest Code (2 California Code of Regulations Section 18730)

(Attached)

EXHIBIT "B"

Designated Positions and Disclosure Categories

(Attached)

CARSON HOUSING AUTHORITY

CONFLICT OF INTEREST CODE

The Political Reform Act (Government Code Section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 California Code of Regulations Section 18730) that contains the terms of a standard conflict of interest code, which can be incorporated by reference in an agency's code. After public notice and hearing, the standard code may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Appendices, designating positions and establishing disclosure categories, shall constitute the conflict of interest code of the Carson Housing Authority ("Authority").

Individuals holding designated positions shall file their statements of economic interests with the Authority, which will make the statements available for public inspection and reproduction (Gov. Code Sec. 81008). All statements will be retained by the Authority.

Exhibit A

Model Conflict of Interest Code (2 California Code of Regulations Section 18730)

(Regulations of the Fair Political Practices Commission, Title 2, Division 6, California Code of Regulations)

§ 18730. Provisions of Conflict of Interest Codes.

(a) Incorporation by reference of the terms of this regulation along with the designation of employees and the formulation of disclosure categories in the Appendix referred to below constitute the adoption and promulgation of a conflict of interest code within the meaning of Section 87300 or the amendment of a conflict of interest code within the meaning of Section 87306 if the terms of this regulation are substituted for terms of a conflict of interest code already in effect. A code so amended or adopted and promulgated requires the reporting of reportable items in a manner substantially equivalent to the requirements of article 2 of chapter 7 of the Political Reform Act, Sections 81000, et seq. The requirements of a conflict of interest code are in addition to other requirements of the Political Reform Act, such as the general prohibition against conflicts of interest contained in Section 87100, and to other state or local laws pertaining to conflicts of interest.

(b) The terms of a conflict of interest code amended or adopted and promulgated pursuant to this regulation are as follows:

(1) Section 1. Definitions.

The definitions contained in the Political Reform Act of 1974, regulations of the Fair Political Practices Commission (Regulations 18110, et seq.), and any amendments to the Act or regulations, are incorporated by reference into this conflict of interest code.

(2) Section 2. Designated Employees.

The persons holding positions listed in the Appendix are designated employees. It has been determined that these persons make or participate in the making of decisions which may foreseeably have a material effect on economic interests.

(3) Section 3. Disclosure Categories.

This code does not establish any disclosure obligation for those designated employees who are also specified in Section 87200 if they are designated in this code in that same capacity or if the geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction in which those persons must report their economic interests pursuant to article 2 of chapter 7 of the Political Reform Act, Sections 87200, et seq.

In addition, this code does not establish any disclosure obligation for any designated employees who are designated in a conflict of interest code for another agency, if all of the following apply:

(A) The geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction of the other agency;

(B) The disclosure assigned in the code of the other agency is the same as that required under article 2 of chapter 7 of the Political Reform Act, Section 87200; and

(C) The filing officer is the same for both agencies. [FN1]

Such persons are covered by this code for disqualification purposes only. With respect to all other designated employees, the disclosure categories set forth in the Appendix specify which kinds of economic interests are reportable. Such a designated employee shall disclose in the employee's statement of economic interests those economic interests the employee has which are of the kind described in the disclosure categories to which the employee is assigned in the Appendix. It has been determined that the economic interests set forth in a designated employee's disclosure categories are the kinds of economic interests which the employee foreseeably can affect materially through the conduct of the employee's office.

(4) Section 4. Statements of Economic Interests: Place of Filing.

The code reviewing body shall instruct all designated employees within its code to file statements of economic interests with the agency or with the code reviewing body, as provided by the code reviewing body in the agency's conflict of interest code or with the Fair Political Practices Commission using the Commission's electronic filing system as required under Section 87500. [FN2]

(5) Section 5. Statements of Economic Interests: Time of Filing.

(A) Initial Statements. All designated employees employed by the agency on the effective date of this code, as originally adopted, promulgated and approved by the code reviewing body, shall file statements within 30 days after the effective date of this code. Thereafter, each person already in a position when it is designated by an amendment to this code shall file an initial statement within 30 days after the effective date of the amendment.

(B) Assuming Office Statements. All persons assuming designated positions after the effective date of this code shall file statements within 30 days after assuming the designated positions, or if subject to State Senate confirmation, 30 days after being nominated or appointed. (C) Annual Statements. All designated employees shall file statements no later than April 1. If a person reports for military service as defined in the Servicemember's Civil Relief Act, the deadline for the annual statement of economic interests is 30 days following the person's return to office, provided the person, or someone authorized to represent the person's interests, notifies the filing officer in writing prior to the applicable filing deadline that the person is subject to that federal statute and is unable to meet the applicable deadline, and provides the filing officer verification of the person's military status.

(D) Leaving Office Statements. All persons who leave designated positions shall file statements within 30 days after leaving office.

(5.5) Section 5.5. Statements for Persons Who Resign Prior to Assuming Office.

Any person who resigns within 12 months of initial appointment, or within 30 days of the date

of notice provided by the filing officer to file an assuming office statement, is not deemed to have assumed office or left office, provided the person did not make or participate in the making of, or use the person's position to influence any decision and did not receive or become entitled to receive any form of payment as a result of the person's appointment. Such persons shall not file either an assuming or leaving office statement.

(A) Any person who resigns a position within 30 days of the date of a notice from the filing officer shall do both of the following:

(1) File a written resignation with the appointing power; and

(2) File a written statement with the filing officer declaring under penalty of perjury that during the period between appointment and resignation the person did not make, participate in the making, or use the position to influence any decision of the agency or receive, or become entitled to receive, any form of payment by virtue of being appointed to the position. (6) Section 6. Contents of and Period Covered by Statements of Economic Interests. (A) Contents of Initial Statements. Initial statements shall disclose any reportable investments, interests in real property and business positions held on the effective date of the code and income received during the 12 months prior to the effective date of the code.

(B) Contents of Assuming Office Statements.

Assuming office statements shall disclose any reportable investments, interests in real property and business positions held on the date of assuming office or, if subject to State Senate confirmation or appointment, on the date of nomination, and income received during the 12 months prior to the date of assuming office or the date of being appointed or nominated, respectively.

(C) Contents of Annual Statements. Annual statements shall disclose any reportable investments, interests in real property, income and business positions held or received during the previous calendar year provided, however, that the period covered by an employee's first annual statement shall begin on the effective date of the code or the date of assuming office whichever is later, or for a board or commission member subject to Section 87302.6, the day after the closing date of the most recent statement filed by the member pursuant to Regulation 18754.

(D) Contents of Leaving Office Statements.

Leaving office statements shall disclose reportable investments, interests in real property, income and business positions held or received during the period between the closing date of the last statement filed and the date of leaving office.

(7) Section 7. Manner of Reporting.

Statements of economic interests shall be made on forms prescribed by the Fair Political Practices Commission and supplied by the agency, and shall contain the following information:

(A) Investment and Real Property Disclosure.

When an investment or an interest in real property [FN3] is required to be reported, [FN4] the statement shall contain the following:

1. A statement of the nature of the investment or interest;

2. The name of the business entity in which each investment is held, and a general description of the business activity in which the business entity is engaged;

3. The address or other precise location of the real property;

4. A statement whether the fair market value of the investment or interest in real property equals or exceeds $2,000, exceeds $10,000, exceeds $100,000, or exceeds $1,000,000.

(B) Personal Income Disclosure. When personal income is required to be reported, [FN5] the statement shall contain:

1. The name and address of each source of income aggregating $500 or more in value, or $50 or more in value if the income was a gift, and a general description of the business activity, if any, of each source;

2. A statement whether the aggregate value of income from each source, or in the case of a loan, the highest amount owed to each source, was $1,000 or less, greater than $1,000, greater than $10,000, or greater than $100,000;

3. A description of the consideration, if any, for which the income was received;

4. In the case of a gift, the name, address and business activity of the donor and any intermediary through which the gift was made; a description of the gift; the amount or value of the gift; and the date on which the gift was received;

5. In the case of a loan, the annual interest rate and the security, if any, given for the loan and the term of the loan.

(C) Business Entity Income Disclosure. When income of a business entity, including income of a sole proprietorship, is required to be reported, [FN6] the statement shall contain:

1. The name, address, and a general description of the business activity of the business entity;

2. The name of every person from whom the business entity received payments if the filer's pro rata share of gross receipts from such person was equal to or greater than $10,000.

(D) Business Position Disclosure. When business positions are required to be reported, a designated employee shall list the name and address of each business entity in which the employee is a director, officer, partner, trustee, employee, or in which the employee holds any position of management, a description of the business activity in which the business entity is engaged, and the designated employee's position with the business entity.

(E) Acquisition or Disposal During Reporting Period. In the case of an annual or leaving office statement, if an investment or an interest in real property was partially or wholly acquired or disposed of during the period covered by the statement, the statement shall contain the date of acquisition or disposal.

(8) Section 8. Prohibition on Receipt of Honoraria.

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept any honorarium from any source, if the member or employee would be required to report the receipt of income or gifts from that source on the member's or employee's statement of economic interests.

(B) This section shall not apply to any parttime member of the governing board of any public institution of higher education, unless the member is also an elected official.

(C) Subdivisions (a), (b), and (c) of Section 89501 shall apply to the prohibitions in this section.

(D) This section shall not limit or prohibit payments, advances, or reimbursements for travel and related lodging and subsistence authorized by Section 89506.

(8.1) Section 8.1. Prohibition on Receipt of Gifts in Excess of $630.

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept gifts with a total value of more than $630 in a calendar year from any single source, if the member or employee would be required to report the receipt of income or gifts from that source on the member's or employee's statement of economic interests.

(B) This section shall not apply to any parttime member of the governing board of any public institution of higher education, unless the member is also an elected official.

(C) Subdivisions (e), (f), and (g) of Section 89503 shall apply to the prohibitions in this section.

(8.2) Section 8.2. Loans to Public Officials.

(A) No elected officer of a state or local government agency shall, from the date of the election to office through the date that the officer vacates office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the elected officer holds office or over which the elected officer's agency has direction and control.

(B) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the public official holds office or over which the public official's agency has direction and control. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(C) No elected officer of a state or local government agency shall, from the date of the election to office through the date that the officer vacates office, receive a personal loan from any

person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status.

(D) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while the official holds office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(E) This section shall not apply to the following:

1. Loans made to the campaign committee of an elected officer or candidate for elective office.

2. Loans made by a public official's spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such persons, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.

3. Loans from a person which, in the aggregate, do not exceed $500 at any given time.

4. Loans made, or offered in writing, before January 1, 1998.

(8.3) Section 8.3. Loan Terms.

(A) Except as set forth in subdivision (B), no elected officer of a state or local government agency shall, from the date of the officer's election to office through the date the officer vacates office, receive a personal loan of $500 or more, except when the loan is in writing and clearly states the terms of the loan, including the parties to the loan agreement, date of the loan, amount of the loan, term of the loan, date or dates when payments shall be due on the loan and the amount of the payments, and the rate of interest paid on the loan.

(B) This section shall not apply to the following types of loans:

1. Loans made to the campaign committee of the elected officer.

2. Loans made to the elected officer by his or her spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such person, provided that the person making the loan is not acting

as an agent or intermediary for any person not otherwise exempted under this section.

3. Loans made, or offered in writing, before January 1, 1998.

(C) Nothing in this section shall exempt any person from any other provision of Title 9 of the Government Code.

(8.4) Section 8.4. Personal Loans.

(A) Except as set forth in subdivision (B), a personal loan received by any designated employee shall become a gift to the designated employee for the purposes of this section in the following circumstances:

1. If the loan has a defined date or dates for repayment, when the statute of limitations for filing an action for default has expired.

2. If the loan has no defined date or dates for repayment, when one year has elapsed from the later of the following:

a. The date the loan was made.

b. The date the last payment of $100 or more was made on the loan.

c. The date upon which the debtor has made payments on the loan aggregating to less than $250 during the previous 12 months.

(B) This section shall not apply to the following types of loans:

1. A loan made to the campaign committee of an elected officer or a candidate for elective office.

2. A loan that would otherwise not be a gift as defined in this title.

3. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor has taken reasonable action to collect the balance due.

4. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor, based on reasonable business considerations, has not undertaken collection action. Except in a criminal action, a creditor who claims that a loan is not a gift on the basis of this paragraph has the burden of proving that the decision for not taking collection action was based on reasonable business considerations.

5. A loan made to a debtor who has filed for bankruptcy and the loan is ultimately discharged in bankruptcy.

(C) Nothing in this section shall exempt any person from any other provisions of Title 9 of the Government Code.

(9) Section 9. Disqualification.

No designated employee shall make, participate in making, or in any way attempt to use the employee's official position to influence the making of any governmental decision which the employee knows or has reason to know will have a reasonably foreseeable material financial effect, distinguishable from its effect on the public generally, on the official or a member of the official's immediate family or on:

(A) Any business entity in which the designated employee has a direct or indirect investment worth $2,000 or more;

(B) Any real property in which the designated employee has a direct or indirect interest worth $2,000 or more;

(C) Any source of income, other than gifts and other than loans by a commercial lending institution in the regular course of business on terms available to the public without regard to official status, aggregating $500 or more in value provided to, received by or promised to the designated employee within 12 months prior to the time when the decision is made;

(D) Any business entity in which the designated employee is a director, officer, partner, trustee, employee, or holds any position of management; or

(E) Any donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating $630 or more provided to, received by, or promised to the designated employee within 12 months prior to the time when the decision is made.

(9.3) Section 9.3. Legally Required Participation.

No designated employee shall be prevented from making or participating in the making of any decision to the extent the employee's participation is legally required for the decision to be made. The fact that the vote of a designated employee who is on a voting body is needed to break a tie does not make the employees' participation legally required for purposes of this section.

(9.5) Section 9.5. Disqualification of State Officers and Employees.

In addition to the general disqualification provisions of section 9, no state administrative official shall make, participate in making, or use the official's position to influence any governmental decision directly relating to any contract where the state administrative official knows or has reason to know that any party to the contract is a person with whom the state administrative official, or any member of the official's immediate family has, within 12 months prior to the time when the official action is to be taken:

(A) Engaged in a business transaction or transactions on terms not available to members of the public, regarding any investment or interest in real property; or

(B) Engaged in a business transaction or transactions on terms not available to members of the public regarding the rendering of goods or services totaling in value $1,000 or more.

(10) Section 10. Disclosure of Disqualifying Interest.

When a designated employee determines that the employee should not make a governmental decision because the employee has a disqualifying interest in it, the determination not to act may be accompanied by disclosure of the disqualifying interest.

(11) Section 11. Assistance of the Commission and Counsel.

Any designated employee who is unsure of the duties under this code may request assistance from the Fair Political Practices Commission pursuant to Section 83114 and Regulations 18329 and 18329.5 or from the attorney for the employee's agency, provided that nothing in this section requires the attorney for the agency to issue any formal or informal opinion.

(12) Section 12. Violations.

This code has the force and effect of law. Designated employees violating any provision of this code are subject to the administrative, criminal and civil sanctions provided in the

Political Reform Act, Sections 81000-91014. In addition, a decision in relation to which a violation of the disqualification provisions of this code or of Section 87100 or 87450 has occurred may be set aside as void pursuant to Section 91003.

[FN1]

Designated employees who are required to file statements of economic interests under any other agency's conflict of interest code, or under article 2 for a different jurisdiction, may expand their statement of economic interests to cover reportable interests in both jurisdictions, and file copies of this expanded statement with both entities in lieu of filing separate and distinct statements, provided that each copy of such expanded statement filed in place of an original is signed and verified by the designated employee as if it were an original. See Section 81004.

[FN2]

See Section 81010 and Regulation 18115 for the duties of filing officers and persons in agencies who make and retain copies of statements and forward the originals to the filing officer.

[FN3]

For the purpose of disclosure only (not disqualification), an interest in real property does not include the principal residence of the filer.

[FN4]

Investments and interests in real property which have a fair market value of less than $2,000 are not investments and interests in real property within the meaning of the Political Reform Act. However, investments or interests in real property of an individual include those held by the individual's spouse and dependent children as well as a pro rata share of any investment or interest in real property of any business entity or trust in which the individual, spouse and

dependent children own, in the aggregate, a direct, indirect or beneficial interest of 10 percent or greater.

[FN5]

A designated employee's income includes the employee's community property interest in the income of the employee's spouse but does not include salary or reimbursement for expenses received from a state, local or federal government agency.

[FN6]

Income of a business entity is reportable if the direct, indirect or beneficial interest of the filer and the filer's spouse in the business entity aggregates a 10 percent or greater interest. In addition, the disclosure of persons who are clients or customers of a business entity is required only if the clients or customers are within one of the disclosure categories of the filer.

Note: Authority cited: Section 83112, Government Code. Reference: Sections 87103(e), 87300 87302, 89501, 89502 and 89503, Government Code.

History

1. New section filed 4280 as an emergency; effective upon filing (Register 80, No. 14).

Certificate of Compliance included. 2. Editorial correction (Register 80, No. 29). 3. Amendment of subsection (b) filed 1981; effective thirtieth day thereafter (Register 81, No. 2).

4. Amendment of subsection (b)(7)(B)1. filed 12683; effective thirtieth day thereafter (Register 83, No. 5).

5. Amendment of subsection (b)(7)(A) filed 111083; effective thirtieth day thereafter (Register 83, No. 46).

6. Amendment filed 41387; operative 51387 (Register 87, No. 16).

7. Amendment of subsection (b) filed 102188; operative 112088 (Register 88, No. 46).

8. Amendment of subsections (b)(8)(A) and (b)(8)(B) and numerous editorial changes filed 828 90; operative 92790 (Reg. 90, No. 42).

9. Amendment of subsections (b)(3), (b)(8) and renumbering of following subsections and amendment of Note filed 8792; operative 9792 (Register 92, No. 32).

10. Amendment of subsection (b)(5.5) and new subsections (b)(5.5)(A)(A)(2) filed 2493; operative 2493 (Register 93, No. 6).

11. Change without regulatory effect adopting Conflict of Interest Code for California Mental Health Planning Council filed 112293 pursuant to title 1, section 100, California Code of

Regulations (Register 93, No. 48). Approved by Fair Political Practices Commission 92193.

12. Change without regulatory effect redesignating Conflict of Interest Code for California Mental Health Planning Council as chapter 62, section 55100 filed 1494 pursuant to title 1, section 100, California Code of Regulations (Register 94, No. 1).

13. Editorial correction adding History 11 and 12 and deleting duplicate section number (Register 94, No. 17).

14. Amendment of subsection (b)(8), designation of subsection (b)(8)(A), new subsection (b)(8)(B), and amendment of subsections (b)(8.1)(b)(8.1)(B), (b)(9)(E) and Note filed 31495; operative 31495 pursuant to Government Code section 11343.4(d) (Register 95, No. 11).

15. Editorial correction inserting inadvertently omitted language in footnote 4 (Register 96, No. 13).

16. Amendment of subsections (b)(8)(A)(B) and (b)(8.1)(A), repealer of subsection (b)(8.1)(B), and amendment of subsection (b)(12) filed 102396; operative 102396 pursuant to Government Code section 11343.4(d) (Register 96, No. 43).

17. Amendment of subsections (b)(8.1) and (9)(E) filed 4997; operative 4997 pursuant to Government Code section 11343.4(d) (Register 97, No. 15).

18. Amendment of subsections (b)(7)(B)5., new subsections (b)(8.2)(b)(8.4)(C) and amendment of Note filed 82498; operative 82498 pursuant to Government Code section 11343.4(d) (Register 98, No. 35).

19. Editorial correction of subsection (a) (Register 98, No. 47).

20. Amendment of subsections (b)(8.1), (b)(8.1)(A) and (b)(9)(E) filed 51199; operative 511 99 pursuant to Government Code section 11343.4(d) (Register 99, No. 20).

21. Amendment of subsections (b)(8.1)(b)(8.1)(A) and (b)(9)(E) filed 1262000; operative 11 2001 pursuant to the 1974 version of Government Code section 11380.2 and Title 2, California Code of Regulations, section 18312(d) and (e) (Register 2000, No. 49).

22. Amendment of subsections (b)(3) and (b)(10) filed 1102001; operative 212001. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law,* 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2001, No. 2).

23. Amendment of subsections (b)(7)(A)4., (b)(7)(B)1.2., (b)(8.2)(E)3., (b)(9)(A)(C) and footnote 4. filed 2132001. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law,* 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2001, No. 7).

24. Amendment of subsections (b)(8.1)(b)(8.1)(A) filed 1162003; operative 112003. Submitted

to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law,* 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2003, No. 3).

25. Editorial correction of History 24 (Register 2003, No. 12).

26. Editorial correction removing extraneous phrase in subsection (b)(9.5)(B) (Register 2004, No. 33).

27. Amendment of subsections (b)(2)(3), (b)(3)(C), (b)(6)(C), (b)(8.1)(b)(8.1)(A), (b)(9)(E) and (b)(11)(12) filed 142005; operative 112005 pursuant to Government Code section 11343.4 (Register 2005, No. 1).

28. Amendment of subsection (b)(7)(A)4. filed 10112005; operative 11102005 (Register 2005, No. 41).

29. Amendment of subsections (a), (b)(1), (b)(3), (b)(8.1), (b)(8.1)(A) and (b)(9)(E) filed 1218 2006; operative 112007. Submitted to OAL pursuant to *Fair Political Practices Commission v. Office of Administrative Law,* 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2006, No. 51).

30. Amendment of subsections (b)(8.1)(b)(8.1)(A) and (b)(9)(E) filed 10312008; operative 11 30-2008. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2008, No. 44).

31. Amendment of section heading and section filed 11152010; operative 12152010. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2010, No. 47).

32. Amendment of section heading and subsections (a)(b)(1), (b)(3)(4), (b)(5)(C), (b)(8.1) (b)(8.1)(A) and (b)(9)(E) and amendment of footnote 1 filed 182013; operative 272013. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law,* 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2013, No. 2).

33. Amendment of subsections (b)(8.1)(b)(8.1)(A), (b)(8.2)(E)3. and (b)(9)(E) filed 12152014; operative 112015 pursuant to section 18312(e)(1)(A), title 2, California Code of Regulations.

Submitted to OAL for filing and printing pursuant to *Fair Political Practices Commission v. Office of Administrative Law,* 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2014, No. 51).

34. Redesignation of portions of subsection (b)(8)(A) as new subsections (b)(8)(B)(D), amendment of subsections (b)(8.1)(b)(8.1)(A), redesignation of portions of subsection (b)(8.1)(A) as new subsections (b)(8.1)(B)(C) and amendment of subsection (b)(9)(E) filed 12 12016; operative 12312016 pursuant to Cal. Code Regs. tit. 2, section 18312(e). Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law,* 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2016, No. 49).

35. Amendment of subsections (b)(8.1)(b)(8.1)(A) and (b)(9)(E) filed 12122018; operative 1 11-2019 pursuant to Cal. Code Regs., tit. 2, section 18312(e). Submitted to OAL for filing and printing pursuant to *Fair Political Practices Commission v. Office of Administrative Law,* 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2018, No. 50).

36. Amendment of subsections (b)(8.1)(8.1)(A) filed 12232020; operative 112021 pursuant to Cal. Code Regs., tit. 2, section 18312(e). Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law,* 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2020, No. 52).

37. Amendment of subsections (b)(3)(C), (b)(5)(C), (b)(5.5), (b)(5.5)(A)(2), (b)(7)(D), (b)(8)(A), (b)(8.1)(A), (b)(8.2)(A), (b)(8.2)(C)(D), (b)(8.3)(A), (b)(9), (b)(9.3), (b)(9.5), (b)(10) and (b)(11) and footnote 5 filed 5122021; operative 6112021 pursuant to Cal. Code Regs., tit. 2, section 18312(e). Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law,* 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2021, No. 20).

38. Amendment of subsections (b)(8.1)(b)(8.1)(A) and (b)(9)(E) filed 12202022; operative 1 19-2023 pursuant to Cal. Code Regs., tit. 2, section 18312(e). Submitted to OAL for filing pursuant to Fair Political Practices Commission v. Office of Administrative Law, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2022, No. 51).

39. Amendment of subsections (b)(8.1)(b)(8.1)(A) and (b)(9)(E) filed 2182025; operative 3 20-2025 pursuant to Cal. Code Regs., tit. 2, section 18312(e). Submitted to OAL for filing pursuant

to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2025, No. 8).

40. Amendment of subsection (b)(4) filed 582025; operative 672025 pursuant to Cal. Code Regs., tit. 2, section 18312(e). Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2025, No. 19).

Exhibit B

Designated Positions

Designated Positions	Disclosure Categories
Authority Secretary	1, 2, 3, 4
Chief Deputy Authority Secretary	1, 2, 3, 4
Chief Deputy Authority Treasurer	1, 2, 3, 4
Director of Community and Economic Development	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12
Special Projects Manager	1, 2, 4, 5, 6, 7, 8, 9, 10, 11, 12
Planning Manager	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12
Housing Analyst	1, 2, 3, 4, 5, 6, 7, 8, 9
Assistant Authority Attorney	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12

NOTE: The Authority Board, Executive Director, Authority Attorney, and Authority Treasurer shall make the same disclosures and submit the same disclosure statements as those required for the Carson City Council, Carson City Manager, Carson City Attorney, and Carson City Treasurer, respectively, pursuant to California Government Code sections 87200 *et seq*.

Consultants shall be included in the list of Designated Positions and shall disclose pursuant to the broadest disclosure category in this Code subject to the following limitation:

The Executive Director may determine in writing that a particular consultant, although a "designated position," is hired to perform a range of duties that are limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the consultant's duties and, based on that description, a statement of the extent of disclosure requirements. The Executive Director's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code. A copy of this determination shall be filed with the Authority Secretary and a copy forwarded to the Housing Authority Board.

Disclosure Categories

1. Reportable interests in real property in the jurisdiction (FPPC Form 700, Schedule B).

2. Reportable income and business positions (FPPC Form 700, Schedule C Income other than gifts and travel payments, and business positions).

3. Reportable investments - (FPPC Form 700 Schedules A-1 and A-2).

4. Reportable gifts and travel gifts (FPPC Form 700, Schedules D and E).

5. Reportable income from persons and business entities and business positions in business entities providing or receiving. that plan to provide or have applied to receive, or that have provided or received within two years from the time a Statement is required pursuant to this Conflict of Interest Code, services or supplies for the rehabilitation or construction or residential property under programs administered by the Carson Housing Authority or the City of Carson (FPPC Form 700, Schedule C).

6. Reportable investments in business entities providing or receiving, that plan to provide or have applied to receive, or that have provided or received within two years from the time a Statement is required pursuant to this Conflict of Interest Code, services or supplies for the rehabilitation or construction of residential property under programs administered by the Carson Housing Authority or the City of Carson (FPPC Form 700, Schedules A-1 and A-2).

7. Reportable gifts from persons and business entities providing or receiving, that plan to provide or have applied to receive, or that have provided or received within two years from the time a Statement is required pursuant to this Conflict of Interest Code, services or supplies for the rehabilitation or construction of residential property under programs administered by the Carson Housing Authority or the City of Carson (FPPC Form 700, Schedules D and E).

8. Reportable income from persons and business entities and business positions in business entities providing, that plan to provide, or that have provided within two years from the time a Statement is required under this Conflict of Interest Code, services, supplies or materials to the Carson Housing Authority or the City of Carson (FPPC Form 700 Schedule C).

9. Reportable investments in business entities providing, that plan to provide. or that have provided within two years from the time a Statement is required under this Conflict of Interest Code, services, supplies or materials to the Carson Housing Authority or the City of Carson (Form 700, Schedules A-1 and A-2).

10. Reportable income from persons and business entities and business positions in business entities having an interest in real property in the jurisdiction or that provide, plan to provide, or have provided within two years prior to the time a Statement is required under this Conflict of Interest Code, services within the jurisdiction subject

to the inspection, review or approval of the Carson Housing Authority or the City of Carson (FPPC Form 700 Schedule C).

11. Reportable investments in any business entities having an interest in real property in the jurisdiction or that provide, plan to provide, or have provided within two years prior to the time a Statement is required under this Conflict of Interest Code, services within the jurisdiction subject to the inspection, approval or review of the Carson Housing Authority or the City of Carson (FPPC Form 700, Schedules A-1 and A-2).

12. Reportable gifts from persons and business ent1t1es having an interest in real property in the jurisdiction or that provide, plan to provide, or have provided within two years prior to the time a Statement is required under this Conflict of Interest Code, services within the jurisdiction subject to the inspection, review or approval of the Carson Housing Authority or the City of Carson (FPPC Form 700, Schedules D and E).

CITY OF CARSON

701 East Carson Street

Report to Honorable Mayor and City Council

Tuesday, October 6, 2026, 5:00 PM

CONSENT 20.

To: Honorable Mayor and City Council

From: LaKeina Johnson, Administrative Analyst HR Administration

Subject: CONSIDER APPROVAL OF A SUBCONTRACT AGREEMENT WITH THE SOUTH BAY WORKFORCE INVESTMENT BOARD FOR CONTINUED PARTICIPATION IN THE TRANSITIONAL SUBSIDIZED EMPLOYMENT PROGRAM TO SUPPORT WORKFORCE SERVICES AT THE CITY OF CARSON (CITY COUNCIL)

I. SUMMARY

For several years, the City has maintained a cooperative relationship with the South Bay Workforce Investment Board (SBWIB), which includes the City's participation in the Transitional Subsidized Employment (TSE) Program. The TSE Program is administered by the County of Los Angeles and provides individuals receiving assistance through the Department of Public Social Services (DPSS) with opportunities for temporary employment.

Through this program, the SBWIB assists in identifying and placing qualified candidates in temporary positions with the City. Individuals placed with the City through the TSE Program are provided at no cost to the City, as their employment is fully funded by the County of Los Angeles.

The City’s most recent two-year agreement with the SBWIB has expired. Staff is therefore requesting approval of the proposed agreement, attached as Exhibit 1, to continue the services provided by the SBWIB and the City’s participation in the TSE Program

II. RECOMMENDATION

TAKE the following actions:

1. Approve the Subcontract Agreement between the City of Carson and the South Bay Workforce Investment Board, Inc. to provide Transitional Subsidized Employment Programs in the City of Carson; and,
2. Authorize the City Manager or his designee to execute the Agreement, following approval as to form by the City Attorney

III. ALTERNATIVES

Take any other action the City Council deems appropriate.

IV. BACKGROUND

For more than 16 years, the City has maintained a cooperative arrangement with the South Bay Workforce Investment Board (SBWIB) that includes participation in the Transitional Subsidized Employment (TSE) Program. Through the TSE Program, the SBWIB places participants with City departments that can benefit from additional staff assistance without impacting the City's budget, while providing participants with valuable work experience and opportunities to develop skills that can assist them in obtaining unsubsidized employment. TSE participants have been placed in the following City departments:

- City Manager's Office
- Human Resources
- Public Information Office
- Public Works
- City Clerk
- Revenue
- Economic Development
- Community Services
- Parks and Recreation

All TSE participants are referred through the County of Los Angeles Department of Public Social Services (DPSS). Participants must be at least 18 years of age and have one or more children under the age of 17. Participants may work up to 40 hours per week, with a maximum of eight hours per day. Accordingly, participants placed with the City are limited to 32 hours per week given that City Hall is closed Fridays.

There is no cost to the City for TSE participants, as the SBWIB serves as the employer of record. The SBWIB is responsible for participant wages and workers' compensation insurance. DPSS provides a one-time stipend for work clothing, a monthly transportation stipend, and childcare assistance through contracted agencies, including Crystal Stairs, Connections for Children, and DREW. DPSS also monitors the TSE Coordinator and participants to ensure appropriate progress, compliance with attendance requirements, and continued eligibility for the program and transportation stipend.

The City's responsibilities include interviewing prospective participants, conducting background investigations and screening, and once a participant is cleared, providing appropriate work assignments and training. Participants are expected to develop both soft and hard skills through their work experience to assist them in transitioning to unsubsidized employment. The City is also responsible for tracking each participant's attendance, performance, and progress; submitting biweekly timesheets; and maintaining an on-site file for each participant containing the TSE Employee Handbook, placement documentation, and timesheets.

The TSE Program has provided the City with qualified candidates who have supported departments experiencing staffing shortages or increased workloads while recruitment and hiring of full-time employees are underway. In addition, several former TSE participants have subsequently been hired as full-time City employees, providing a pathway to continued employment with the City.

Staff recommends approval of the proposed agreement to continue the services provided by the SBWIB and the City's participation in the TSE Program.

V. FISCAL IMPACT

There is no fiscal impact to the City as the program is fully subsidized by SBWIB.

VI. EXHIBITS

1. Proposed Contract Agreement between the City of Carson and the South Bay Workforce Investment Board.

Attachments

2026 TSE PWE - New Agreement.pdf

Contract No. 26 – WXXX
California Work Opportunity and Responsibility to Kids (CalWORKs)
Greater Avenues for Independence (GAIN)
Skills and Training to Achieve Readiness for Tomorrow (START)
LA County Department of Children and Family Services (DCFS)
Work Experience/Work Study/Community Service Combined Agreement

South Bay Workforce Investment Board, Inc. (*SBWIB, INC.*)	*CONTACT PERSON:* **JAN VOGEL**	*TELEPHONE NO:* **310.970.7700**
ADDRESS: **11539 HAWTHORNE BLVD., STE. 500** **HAWTHORNE, CA 90250**	*EMAIL:* JVOGEL@SBWIB.ORG	*FAX NO:* **310.970.7711**
SUBCONTRACTOR: **CITY OF CARSON**	*CONTACT PERSON:* **LAKEINA JOHNSON** **BRENDA CUBILLO**	*TELEPHONE NO:* **310-952-1736**
SUBCONTRACTOR ADDRESS: *(PRINCIPAL PLACE OF BUSINESS)* **701 E. CARSON ST** **CARSON, CA 90745**	*EMAIL:* LJOHNSON@CARSONCA.GOV BCUBILLO@CARSONCA.GOV	*FAX NO:*

This Subcontract Agreement is entered into this **1st** day of **2026,** between **South Bay Workforce Investment Board, Inc. (SBWIB, INC.)**, a California non-profit public benefit corporation who serves as the Intermediary Contractor on behalf of the City of Inglewood, hereinafter referred to as SBWIB, INC., and City of Carson, a municipal corporation, hereinfater referred to as SUBCONTRACTOR.

Recitals:

This contract is a subcontract under the terms of a Prime Contract with the County of Los Angeles, hereinafter referred to as COUNTY. All representations and warranties expressed herein shall inure to the benefit of the COUNTY. The contract is non-financial.

Non-financial agreements connote that there shall be no cost to SBWIB, INC., or the COUNTY for services provided by the SUBCONTRACTOR. All representations and warranties expressed herein shall inure to the benefit of the COUNTY.

In providing activities for the CalWORKs/GAIN/START/DCFS/PROBATION Programs hereunder, referred to by individual program names or collectively as Transitional Subsidized Employment Programs, SUBCONTRACTOR shall conform to the provisions set forth in this

subcontract agreement, including any and all Exhibits hereto and all current and future CalWORKs/GAIN/START/DCFS/PROBATION directives. SBWIB, INC., will notify SUBCONTRACTOR of any CalWORKs/GAIN/START/DCFS/PROBATION directives in writing upon receiving said directives from the COUNTY. This shall be done in order to maintain the various programs integrity and avoid any conflict of interest in its administration.

For this agreement, if applicable, Work Experience (WEX) shall be defined as a paid or nonpaid work assignment with a public, private for-profit or private non-profit organization that supplies a given participant with work behavior skills and a reference for future unsubsidized employment or on-the-job enhancement of existing or recently acquired work skills. The employment is temporary and the worksite is not expected to retain the participant beyond the work-experience assignment.

For this agreement, if applicable, Work Study (WS) shall be defined as an academic program that enables college students to gain work experience while continuing their studies. The employment is temporary and the worksite is not expected to retain the participant beyond the work-experience assignment.

For this agreement, if applicable, Community Service (CS) is a paid or nonpaid activity performed by eligible participants in the public or private non-profit sector under the close supervision of a community service provider. Community Service activities are intended to provide participants with necessary job skills that can lead to full-time unsubsidized employment and self-sufficiency.

I. GENERAL PROVISIONS

A. STATEMENT OF WORK

SUBCONTRACTOR agrees to perform the duties and activities contained in the Work Experience/Work Study Statement of Work, which is attached hereto, respectively labeled EXHIBIT 1, and is incorporated herein by reference, as if set forth in full.

B. TERM OF AGREEMENT

The term of this agreement shall be effective from the date of its execution through June 30, 2027. SBWIB, Inc. shall have the sole option to extend this Contract for a one-year period.

Both parties shall perform and complete services for those activities covered by this subcontract until this subcontract expires or is terminated in writing by either party.

C. CHANGES AND AMENDMENTS OF TERMS

This Agreement may be amended upon mutual written consent of both parties.

D. NOTICE

Any notice or notices required pursuant to this subcontract may be personally served on the other party, or may be served by certified mail, postage prepaid or return receipt request. All notices required to be given to SBWIB, INC., shall be delivered or mailed to the parties as follows:

Mr. Jan Vogel, Chief Executive Officer
South Bay Workforce Investment Board, Inc.
11539 Hawthorne Boulevard, 5th Floor
Hawthorne, CA 90250
310.970.7700

All notices required to be given to the SUBCONTRACTOR shall be delivered or mailed to the address below:

Human Resources Department
Agency: City of Carson
Street Address: 701 E. Carson St
City / State / Zip: Carson, CA 90745
Phone No. (310) 952-1736

Either party may designate a new address by giving written notice to the other party.

E. SUBCONTRACTOR CONFIDENTIALITY AGREEMENT

Employees of SUBCONTRACTOR who have access to participant files and/or information must complete, sign, and adhere to the "SUBCONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT," attached hereto as EXHIBIT 2, which is incorporated herein by reference, as if set forth in full. Subcontractor will identify specific staff who will have access to participant files. A copy of this form must be on file prior to a worksite employee commencing any work under to this agreement.

F. SUBCONTRACTING

No part of the SUBCONTRACTOR'S service obligations may be further subcontracted to any person or entity without the express written consent of SBWIB, INC., and the COUNTY.

G. INSURANCE

SUBCONTRACTOR agrees to maintain in force at all times Comprehensive General Liability Insurance that willfully protects the SUBCONTRACTOR, SBWIB, INC., AND COUNTY from claims arising out of any act or liability laws. All insurance policies required under this agreement shall stipulate that SBWIB, INC., its officials, officers, partners, agents, affiliates, employees, duly authorized volunteers or representatives and COUNTY, its Special Districts, officials, officers, partners, agents, affiliates, employees, duly authorized volunteers or representatives be named as additional insured and that SBWIB, INC., be given 30 days' written notice of any modification or cancellations of insurance by the carrier. SUBCONTRACTOR, prior to the commencement of a subcontract with SBWIB, INC., shall deliver to SBWIB, INC., a current certificate evidencing the required insurance coverages, secured through carriers reasonably satisfactory to SBWIB, INC. SUBCONTRACTOR shall maintain coverages and limits as follows:

1. General Liability

SUBCONTRACTOR is required to maintain a general liability insurance policy (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	$2 million
Products /Completed Operations Aggregate:	$1 million
Personal and Advertising Injury	$1 million
Each Occurrence:	$1 million

2. Automobile Liability

If a SUBCONTRACTOR, in conducting activities under this Agreement, uses motor vehicles, the SUBCONTRACTOR is required to maintain an automobile insurance policy (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than $1 million for each accident. Such insurance shall include coverage for all "owned", "non-owned", "leased" or "hired" vehicles, or coverage for "any auto." Should SUBCONTRACTOR and its employees not use any motor vehicles to provide the services required under this agreement, SUBCONTRACTOR shall furnish to SBWIB, INC., on SUBCONTRACTOR's letterhead, a letter stating "Company owned or operated vehicles will

not be used to perform any of the services contemplated by the agreement between SUBCONTRACTOR and the South Bay Workforce Investment Board, Inc."

3. Workers Compensation and Employers' Liability

SUBCONTRACTOR is required to maintain and provide evidence of insurance providing workers compensation benefits for subcontractor's employees, as required by the Labor Code of the State of California or by any other state, and for which sub-contractor is responsible. Such insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	$1 million
Disease - policy limit:	$1 million
Disease - each employee:	$1 million

SUBCONTRACTOR shall not be responsible to provide workers compensation benefits for participants under this subcontract agreement. SUBCONTRACTOR shall implement and engage in interactive processes as required under the American Disability Act and make an effort to provide reasonable accommodations to participants who may be injured while completing their assignment, as applicable.

The parties hereto further agree and recognize that though SUBCONTRACTOR maintains sole discretion and authority over participants' daily assignments and activities, the participants are enrolled in a work-experience training program for which their participation is not equal to that of a standard employee of the SUBCONTACTOR while enrolled in the program and; therefore, are not entitled to benefits as SUBCONTRACTOR's direct employees, including, but not limited to, unemployment insurance, state disability, or health insurance.

H. PUBLIC ENTITY EVIDENCE OF INSURANCE

Subject to review and approval by SBWIB, INC'S counsel, SBWIB, INC., will accept from public entity subcontractors evidence of an on-going self-insurance program as an equivalent for such coverage as described above in Section G, parts 1, 2, and 3 (General Liability and Automobile Coverage Limits).

I. RELIGIOUS ACTIVITIES PROHIBITED

SUBCONTRACTOR agrees that no participant shall be asked or required to participate in the promotion of religious activities. Furthermore, SUBCONTRACTOR agrees that it will not perform, nor permit to be performed, any religious activities in connection with the performance of this subcontract agreement.

J. POLITICAL ACTIVITIES PROHIBITED

No participant shall be asked or required to participate in any political activity of any kind. Participants shall not be asked or required to participate in any manner in any partisan political activity, or activity for or against the election of candidates for office.

K. REPORTING WELFARE FRAUD, ELDER ABUSE AND CHILD ABUSE

SUBCONTRACTOR shall report all suspected or actual welfare fraud and child abuse discovered by SUBCONTRACTOR. Welfare fraud is specified in the State Operations Manual, Section 20000, and child abuse is specified in Penal Code 11166 and 11167. Reports shall be made telephonically as required by the referenced regulations and followed up in writing to the GAIN Services Worker (GSW) or DCFS Counterpart within three (3) workdays after discovery.

L. EARNED INCOME TAX CREDIT (EITC)

SUBCONTRACTOR shall notify its employees that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

M. COMPLIANCE WITH THE COUNTY POLICY OF EQUITY

SUBCONTRACTOR acknowledges that the County of Los Angeles takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (https://ceop.lacounty.gov/). SUBCONTRACTOR further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. SUBCONTRACTOR and its employees acknowledge and certify receipt and understanding of the CPOE. Failure of the contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the contractor to termination of contractual agreements as well as civil liability.

N. CONSIDERATION OF GAIN OR SKILLS and TRAINING to ACHIEVE READINESS for TOMORROW (START) PARTICIPANTS FOR EMPLOYMENT

Should SUBCONTRACTOR require additional or replacement personnel after the effective date of this Agreement, SUBCONTRACTOR shall give consideration for any such employment openings to participants in Los Angeles County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or Skills and Training to Achieve Readiness for Tomorrow (START) Program who meet SUBCONTRACTOR minimum qualifications for the open position. For this purpose, consideration shall mean SUBCONTRACTOR will interview qualified candidates.

O. SAFLEY SURRENDER BABY LAW

SUBCONTRACTOR acknowledges that the County of Los Angeles places a high priority on the implementation of the Safely Surrendered Baby law. SUBCONTRACTOR understands that it is the County's policy to encourage all Contractors and Subcontractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at SUBCONTRACTOR's place of business. SBWIB, INC., will supply CONTRACTOR with the poster to be used.

II. COMPLIANCE

A. CIVIL RIGHTS

SUBCONTRACTOR shall ensure that services and benefits are provided without regard to race, color, religion, sex, sexual orientation or identity, age, national origin, political affiliation, marital or pregnancy status or disability in accordance with Title VI of the Civil Rights Act of 1964, and California Government Code, Section 11135. SUBCONTRACTOR shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified disabled persons under any program or activity which receives or benefits from Federal or State financial assistance.

SUBCONTRACTOR shall comply with provisions of Titles VI and VII of the Federal Civil Rights Act of 1964 as amended; Executive Order 11246, as amended; the Age Discrimination in Employment Act of 1973, as amended; Title IX of the Education Amendments Act of 1972; the Food Stamp Act of 1977, as amended; the Welfare and Institutions Code Section 1000; DPSS Operations Handbook Section 21; the Americans with Disabilities Act (ADA) of 1990; and other applicable nondiscrimination laws.

SBWIB, INC., is required to conduct an investigation of civil rights complaints received from GAIN/START/DCFS/PROBATION participants against SUBCONTRACTOR. SUBCONTRACTOR agrees that its staff shall be available at times agreeable to both parties to consult with SBWIB, INC's staff as needed.

B. DISPLACEMENT GRIEVANCE

SUBCONTRACTOR shall ensure that labor unions and non-union employees are notified that GAIN/START/DCFS/PROBATION participants are working or otherwise participating at specified work locations and that employees have the right to grieve displacement by such participants. Regulations establish a three-fold grievance process for regular employees who believe they have been displaced by GAIN/START/DCFS/PROBATION participants. Employees must be notified of the following:

1. GAIN/START/DCFS/PROBATION participants have been included in the workforce at their location.
2. State law prohibits employers from using GAIN/START/DCFS/PROBATION participants in a way that will cause employees to lose their job, or have their hours reduced.
3. Employers may not place GAIN/START/DCFS/PROBATION participants in jobs that would be promotional opportunities for employees.
4. Employers may not violate any personnel rules when including a GAIN/START/DCFS/PROBATION participant in the workforce.

Grievance procedures for both the Work Experience and Work Study programs are available through the South Bay Workforce Investment Board, Inc., 11539 Hawthorne Blvd., 5th Floor, Hawthorne, CA 90250. All complaints against an employer must be in writing and contain the following information:

1. The full name, address and telephone number of the employee.
2. The full name and address of the employer.
3. A clear and brief statement of the facts, including dates, which have led to the complaint.
4. A statement that this complaint has been filed under penalty of perjury.
5. The complaint must be sent to South Bay Workforce Investment Board, Inc. (at above listed address).

SUBCONTRACTOR agrees that its staff shall be available at times agreeable to both parties to consult with SBWIB, INC's staff as needed on matters related to this section and all grievances.

C. DRUG FREE WORKPLACE COMPLIANCE

SUBCONTRACTOR shall comply with Government Code Section 8355, in matters related to providing a drug-free workplace as follows:

1. Publish a statement notifying employees/participants that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees/participants for violations, as required by Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355 (b), to inform employees/participants about all of the following:
    a. The dangers of drug abuse in the workplace,
    b. SUBCONTRACTOR'S policy of maintaining a drug-free workplace,
    c. Any available counseling, rehabilitation and employee/participant programs.
    d. Penalties that may be imposed upon employees/participants for drug abuse violations.

D. NON-DISCRIMINATION

SUBCONTRACTOR shall ensure that no portion of its programs shall in any way discriminate against, deny benefits to, deny employment to, or exclude from participation any person on the grounds of race, color, national origin, religion, sex, condition of disability, political affiliation or belief. Subcontractor further agrees not to employ legally-prohibited discriminatory practices of any kind and to take positive measures to assure that equal employment opportunities, including employment, training, and promotion in all job classifications are made available without regard to race, color, religion, sex, age, national origin, physical or condition of disability, marital status, political affiliation or belief as required by Federal and State Laws and regulations.

COMPLIANCE WITH VARIOUS LAWS

SUBCONTRACTOR shall comply with all applicable laws, rules, regulations, requirements, ordinances, and orders existing during the term of this Contract, including obtaining and maintaining all necessary permits, licenses and insurance. SUBCONTRACTOR acknowledges and warrants that it is or will make itself, through its Directors and Managers, knowledgeable of pertinent employment and labor laws and all other regulations or requirements having the force of law that impacts the operations of the Subcontractor's facilities, including laws governing building codes and regulations, hazardous materials, historic preservations, environmental impacts and all provisions required thereby to be included herein, and are hereby incorporated by this reference. These shall further include, as applicable, but not to limited to the following:

1. Fair Labor Standards Act (1938)

2. Title VII of the Civil Rights Act (1964)
3. Equal Employment Opportunity (EEO) [Executive Order 11246 Amended by Executive Order 11375 and supplemented in Department of Labor Regulations, 41 CFR, Part 60]
4. Americans with Disabilities Act (ADA)
5. Family and Medical Leave Act (1993)
6. Occupational Safety and Health Act (1970), as amended
7. State Department of Social Services Manual of Policies and Procedures
8. Social Security Act
9. Applicable Child Labor Laws
10. Workforce Innovation and Opportunity Act
11. Family Economic and Security Act
12. California Education Code
13. CalWORKs and GAIN Policy

SUBCONTRACTOR acknowledges that Los Angeles County has established a goal of ensuring that all individuals and businesses that benefit financially from the County through contracts are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

SUBCONTRACTOR warrants and certifies that it is currently in compliance with Los Angeles County Code Chapter 2.206 and will maintain compliance throughout the term of this contract unless Contractor qualifies for an exemption or exclusion.

E. <u>HOLD HARMLESS</u>

SUBCONTRACTOR shall indemnify, defend, and hold harmless the SBWIB, INC., the COUNTY, its officials, officers, partners, agents, affiliates, employees, duly authorized volunteers or representatives from and against any and all loss, damage, expense, or indebtedness resulting there from, relating to, or arising out of, by reason of, or in any way connected with wrongful or negligent acts, or any act, error or omission directly or indirectly connected or attributable to the services, performance and disbursement and use of County funds relating to this agreement by the SUBCONTRACTOR, its officials, officers, partners, agents, affiliates, employees, duly authorized volunteers or representatives in performing or failing to perform any services required herein to be performed.

SBWIB, INC., shall indemnify, defend, and hold harmless the SUBCONTRACTOR, its officials, officers, partners, agents, affiliates, employees, duly authorized volunteers or

representatives from and against any and all loss, damage, expense, or indebtedness resulting there from, relating to, or arising out of, by reason of, or in any way connected with wrongful or negligent acts, or any act, error or omission, directly or indirectly, connected or attributable to the services, performance or disbursement and use of County funds relating to this agreement, by SBWIB, INC., its officials, officers, partners, agents, affiliates, employees, duly authorized volunteers or representatives.

F. STANDARD OF CARE

In carrying out the provisions of this Agreement, the SUBCONTRACTOR shall act with reasonable care and diligence and in good faith, without negligence, fraud, misconduct, or any act presented in bad faith or willful omission. The SUBCONTRACTOR must further demonstrate the level of skill, care and professionalism that would be expected from a reasonably skilled and experienced provider of similar services and according to stipulations enforced by SBWIB, INC., while performing services under this Agreement, including stipulations enforced via pertinent attached or unattached exhibits, instructional documents, policies and/or procedures, which are incorporated herein by reference as if set forth in full.

It is further agreed that the quality of such services shall be judged solely by SBWIB, INC., as to whether or not SUBCONTRACTOR performed its services consistent with stipulations enforced herein and by SBWIB, INC., and with the professional skill and care ordinarily provided by firms practicing in the same or similar locality under the same or similar circumstances (hereinafter the “Standard of Care”).

G. WAIVER

In recognition of the risks relative to the standing liaison and services performed under this agreement as described herein, Subcontractor agrees, to the fullest extent permitted by law, to hereby release, discharge, and waive against SBWIB, INC., the COUNTY, and their officials, officers, partners, agents, affiliates, employees, duly authorized volunteers or representatives from and against losses, costs, damages, and lost profits of any kind, whatsoever, resulting in losses or damages, punitive or consequential, including, without limitation, for attorney’s and expert witness’ fees and costs, regardless of whether such losses, damages or costs were foreseeable or whether either party or any entity had been advised of the possibility of such damages, except to the extent of any breach of contract or violation of law by SBWIB, INC., or its officials, officers, partners, agents, affiliates, employees, duly authorized volunteers or representatives, and except to the extent of any

negligence of SBWIB, INC., the COUNTY, or their officials, officers, partners, agents, affiliates, employees, duly authorized volunteers or representatives.

It is intended that this waiver apply to any and all liability or cause of action, however alleged or arising, unless otherwise prohibited by law, including but not limited to reasons presented herein or any other claim whether in tort, contract or equity.

It is further understood that in no event shall SBWIB, Inc., be responsible for, and herein expressly disclaims, any and all liability for any indirect, incidental, exemplary, punitive, special or consequential damages, or damages for loss of profits/reputational harm, revenue, data, or use, incurred by the Subcontractor or any third party, whether in an action in contract or tort for which such loss or damage arises, directly or indirectly, while performing services under this Agreement, whether either party or any entity had been advised of the possibility of such damages.

III. RECORDS

A. CONFIDENTIALITY OF RECORDS

SUBCONTRACTOR agrees to comply and require employees to comply with the provisions of Section 10850 of the California Welfare and Institutions Code and Chapter 19-000 of the SDSS Manual of Policies and Procedures, Federal, State, and local laws, regulations, ordinances, and directives relating to confidentiality. SUBCONTRACTOR shall comply with the following provisions in matters relating to confidentiality:

1. All applications and records concerning an individual made or kept by any public officer or agency in connection with the administration of any provision of the Welfare and Institutions Code relating to any form of public social services for which grants-in-aid are received by this State from the Federal Government will be confidential and will not be open to examination for any purpose not directly connected with administration of such public social services.
2. No person will publish, disclose, use, permit, or cause to be published, disclosed or used, any confidential information pertaining to an applicant or recipient. SUBCONTRACTOR agrees to inform its employees, agents, subcontractors and partners that any person who knowingly and intentionally violates the provisions of State law is guilty of a misdemeanor.

3. SUBCONTRACTOR agrees that all information and records obtained in the course of providing services to program participants shall be subject to confidentiality and disclosure provisions of applicable Federal and State statutes and regulations adopted pursuant thereto and no such information may be relayed to anyone except those employees of the Los Angeles County Department of Public Social Services (DPSS) and Department of Children and Family Services (DCFS) so designated, GAIN/DCFS contractors, as approved by the County, and organizations approved and designated by DPSS/DCFS.

B. <u>RECORDS RETENTION AND EXAMINATION</u>

SUBCONTRACTOR agrees to retain, protect, and maintain in an accessible location all records and correspondence, internal memoranda, participant files, including attendance records or notes in paper, computer or electronic form, which relates to this Contract and its participants, or any document that may be considered physical evidence for five years following the term of the subcontract agreement or until all pending Federal, State, COUNTY or SBWIB, INC., audits are completed, whichever is later.

Upon request, the SUBCONTRACTOR shall make all such records and documents available for inspection, copying, or other reproduction, and auditing by authorized personnel of SBWIB, INC., or representatives, including Federal, State, (including the Auditor General), and COUNTY personnel. Such records shall be kept in the County of Los Angeles, State of California and be accessible to authorized Federal, State, COUNTY representatives, and representatives of SBWIB, INC., for the retention period specified herein. Any transfers of the records, reports, beyond the boundaries of the County of Los Angeles shall require prior written approval by SBWIB, INC.

In the event that any audit, litigation or claim remains unresolved, SUBCONTRACTOR agrees to retain all such records, reports, participant files, other documentation and physical evidence beyond the five-year period, until all such litigation, audits, and claims have been resolved. If the SUBCONTRACTOR ceases operations prior to five (5) years from the beginning date of the term of this Agreement or before all litigation, audits and claims have been resolved, the SUBCONTRACTOR shall provide the name, address, and telephone number of the SUBCONTRACTOR's representative plus an inventory of all such records, reports, participants files, and other documentation and physical evidence.

Failure to make requested records available for inspection, copying, or other reproduction, or auditing by the date requested may result in termination of the Contract.

IV. TERMINATION OF AGREEMENT

A. TERMINATION WITHOUT CAUSE

Either party may, at any time during the term of this agreement hereof, terminate it without cause by giving thirty (30) days written notice to the other party.

1. Should SBWIB, INC., give notice of termination, upon receipt, SUBCONTRACTOR shall immediately cease all work under this Subcontract, unless the notice expressly states otherwise. In the event this Subcontract is terminated by SUBCONTRACTOR, it shall be deemed released from any liability for any work assigned but not completed as of the effective date of such termination.
2. Should SUBCONTRACTOR terminate this agreement, SUBCONTRACTOR shall defend, indemnify and hold SBWIB, INC., its officials, officers, partners, agents, affiliates, employees, duly authorized volunteers or representatives harmless from any and all claims of liability or damage against SBWIB, INC., resulting from such termination.

B. TERMINATION WITH CAUSE

SBWIB, INC., may immediately terminate this Agreement upon written notification to SUBCONTRACTOR without complying with Subsection A above for any of the following reasons:

1. If SBWIB, INC., determines that there is an immediate danger of injury to participant(s) or increased potential liability to SBWIB, INC.,
2. Violation by SUBCONTRACTOR of any term of this Subcontract.
3. Failure by SUBCONTRACTOR to accept and/or implement any additional conditions that may be required by law.
4. If funding is not available to SBWIB, INC., through the County of Los Angeles.

V. FORCE MAJEURE

Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by Force Majeure. Force Majeure, for purposes of this agreement, is defined as any unforeseeable circumstance that prevents, restricts, interferes with either party from fulfilling the terms of this contract, whether it be by reason of fire or other casualty or accident; strikes

or labor disputes; inability to procure raw materials, equipment, power or supplies; war; terrorism or other violence; any law, order, proclamation, regulation, ordinance, demand, or requirement of any government agency or intergovernmental body other than a party hereto; extreme weather, natural disaster or any other superior force, act or condition that cannot be reasonably anticipated or controlled by either party hereto.

The party so affected, upon giving notice to the other party, shall be excused from such performance to the extent of such material prevention, restriction, or interference; provided that the party so affected shall use its bests efforts under the circumstances to avoid or remove such causes of non-performance and shall continue performance hereunder with the utmost dispatch whenever such causes are removed.

VI. REQUIRED FORMS

Prior to execution of the agreement, SUBCONTRACTOR shall complete the TSE – Work Experience Worksite Information Sheet, attached hereto as EXHIBIT 3. The Worksite Information sheet is used to instruct referring agencies as to the worksite location, number of positions requested and type of participant SUBCONTRACTOR is requesting. SUBCONTRACTOR shall complete a Worksite Information Sheet for each location or department within the organization that wishes to host participants.

When necessary, SUBCONTRACTOR shall complete the forms listed on EXHIBIT 4. Such forms shall be completed according to the conditions described in the Scope of Work, or as directed by SBWIB, INC., or the COUNTY. These forms shall be provided by either SBWIB, INC., or a COUNTY Gain Service Worker/DCFS Case Worker when needed to ensure program integrity.

VII. CONTRACT OBLIGATION

The signatories hereto assure that in providing activities for the CalWORKs/Greater Avenues for Independence (GAIN) /Department of Children and Family Service (DCFS), Los Angeles County Probation, Work Experience, Work-study and/or Community Service programs, they will comply with the terms set forth in this subcontract agreement including all Exhibits thereto, which collectively constitute the entire agreement.

VIII. CERTIFICATION RE: HOME BASED AGENCY IN RESIDENTIAL AREAS

Under the terms and conditions of SBWIB, Inc.'s Prime Agreement with the County of Los Angeles, Home-Based Businesses / Organizations are strictly prohibited. By signing this agreement, under the penalty of perjury , SUBCONTRACTOR certifies that they are not a Home-Based Business / Organization or located in a residential area.

IV. ENTIRE AGREEMENT

This agreement, including all Exhibits referenced, constitutes the entire agreement of the parties and supersedes any previous oral negotiations or written expressions of intent between the parties.

IN WITNESS WHEREOF, the parties herein have executed this Agreement as of the date first above written.

SUBCONTRACTOR

Dr. Khaleah K. Brandshaw, City Clerk

APPROVED AS TO FORM:

Aleshire & Wunder, LLP

Sunny K. Soltani, City Attorney

SOUTH BAY WORKFORCE INVESTMENT BOARD, INC.

Jan Vogel, Chief Executive Officer

APPROVED AS TO FORM:

Jack Ballas, Attorney at Law

EXHIBIT 1

WORK EXPERIENCE//WORK STUDY/Community Service

STATEMENT OF WORK

General Description of Work Experience

Work Experience (WEX) is a GAIN/START/DCFS/PROBATION work activity in which participants receive paid or non-paid work assignments with public, private for-profit or private non-profit organizations. The goal of WEX is to promote the gain of new skills, aid in the development of good working habits, provide exposure to professional networks, and present participants with the opportunity to gain knowledge and competencies that will increase their potential for achieving successful unsubsidized employment.

A WEX assignment should aim to improve work behavior skills, encourage the acquisition of new skills, enhance existing or recently acquired skills and assist with the development of employment references for the participant to use when seeking employment. The successful completion of a WEX work assignment may lead the participant to securing full-time unsubsidized employment and, ultimately, self-sufficiency.

Participation in WEX is limited to a period of eight (8) to twelve (12) months, depending upon program goals and funding considerations.

General Description of Work Study

Work Study is a GAIN work assignment that provides part-time paid internships to CalWorks participants enrolled in Community Colleges to help offset college expenses at Public Agencies, assisting them in meeting their work requirements under Temporary Assistance for Needy Families Reauthorization (TANF) legislation. CalWorks participants earn no less than minimum wage at subcontracted agencies on or off campus for a period of time to be determined by the college/County. Community Colleges will fund a portion of the hourly wage with the County to fund the remaining percentage and employer taxes. Internship payments for participants will be issued by SBWIB, INC., as Administrative Employer of Record. Worksites may be with public, private for-profit or private non-profit organizations.

General Description of Community Service

Community Service is a non-paid work activity performed by eligible CalWORKs participants in the public or private non-profit sector. While fulfilling an unmet community need, community service, if successfully completed, is intended to provide participants with the job-skills and training that may lead the participant to securing full-time unsubsidized employment and, ultimately, self-sufficiency.

General Provisions

A. Subcontractor shall ensure that a WEX/WS/CS position will not be created as the result of, or may not result in:

1. The displacement of current employees, including overtime currently worked by these employees.

2. The filling of established unfilled positions, unless the positions are unfunded in a public agency budget.

3. The filling of positions which would otherwise be promotional opportunities for current employees.

4. The filling of positions, prior to compliance with applicable personnel procedures or provisions of collective bargaining agreements.

5. The filling of a position created by termination, layoff, or reduction in workforce.

6. The filling of a work assignment customarily performed by a worker in a job classification within a recognized collective bargaining unit in that specific work site, or the filling of a work assignment in any bargaining unit in which funded positions are vacant or in which regular employees are on layoffs.

B. Subcontractors shall assist and encourage qualified WEX/WS/CS participants to compete for job openings within the Subcontractor's organization, while reiterating or explaining the program's purpose, including providing the participant with a clear understanding that unsubsidized employment is not guaranteed and consideration of such option is contingent upon the participant's successful completion of the program, amongst other factors (e.g., job availability, funds, etc.).

C. Public agency Subcontractors shall ensure to the extent permitted under federal or state law, local ordinances, applicable bargaining agreements or personnel procedures, that time worked in the WEX/WS/CS position will apply toward the participant's seniority, *if applicable* in merit system employment positions.

D. Public agency Subcontractors, to the extent possible, shall allow WEX/WS/CS participants to participate in:

1. Classified service examinations equivalent to the WEX/WS/CS position.

2. All open and promotional examinations for which experience in the position or other relevant experience would qualify the person to the extent permitted under federal or state law, local ordinances, applicable collective bargaining agreements, or personnel procedures.

E. Upon request, Subcontractor shall provide WEX/WS/CS assignments within the GAIN Priority Occupations, or the Los Angeles County growth occupations, or such other documentation from the Bureau of Labor Statistics.

F. Subcontractor shall comply with a minimum three-month review requirement, or as necessary, consisting of a discussion with the County GAIN Services Manager or designee, participant's supervisor and participant regarding the assignment, the participant's progress in the assignment and job search activities.

G. SBWIB, INC., contracts with the State Compensation Insurance Fund (SCIF) to administer the workers' compensation benefits to GAIN participants assigned to paid WEX/WS/CS activities. However, Subcontractor R must implement and engage in interactive processes and make an effort to provide reasonable accommodations to participants who may be injured while completing their assignment, as applicable.

H. Subcontractor shall continuously provide and maintain facilities which are adequate to fulfill the requirements of this Agreement throughout the term of the contract.

I. Subcontractor must comply with applicable labor laws, occupational health and safety provisions, child labor laws and shall provide a safe and healthy work environment with the same job safety and working conditions as provided to regular employees. Participants shall not be placed at worksites that are unsanitary, hazardous, or dangerous to their health and safety. Participants must be provided the proper equipment and training to safely perform their respective programs.

J. Subcontractor shall supervise all participants at the Worksite at all times and require participant conformance with Subcontractor's standard of conduct for agency personnel.

K. Subcontractor shall designate a qualified candidate to supervise participants, ensuring that supervisor is knowledgeable of basic employment laws and processes, including, but not limited to, discriminatory and harassment practices and policies. Subcontractor must provide worksite supervisors with appropriate written materials describing the tasks necessary to successfully perform his/her duties, including a copy of this document and any other regulations, policy or procedures provided by the County or SBWIB, Inc. with the intention to provide instruction or guidance while performing services under this agreement.

L. Subcontractor shall provide an orientation to each participant prior to them beginning the work-experience duties, which includes a review of worksite attendance policies, description of duties, work-experience expectations, worksite conduct, rules, and other applicable policies and procedures.

M. During the training period, Subcontractor shall expose participants to all customary and normal requirements of the job and provide participants with enhanced or updated training, whenever necessary, to enable participants to master the job.

N. Subcontractor shall inform participants of grievance reporting requirements and their right to file a grievance in accordance with County and SBWIB, INC., regulations or requirements as detailed in the Supervisor's Handbook or any other policy or procedures provided by the County or SBWIB, INC., with the intention to provide grievance-related instruction or guidance.

O. Subcontractor shall assist the worksite supervisor in resolving problems concerning the participant's on-the-job performance and reach out to the referring agency and SBWIB, INC., before adverse actions are imposed, with the exception that immediate action may be taken, as necessary, if the Subcontractor reasonably believes it's employees are in imminent danger. Subcontractor must ensure that ample documentation and notes are kept in relation to said matters and must be able to make such documentation and notes available for reviewing, etc., by authorized personnel of SBWIB, INC., its representatives, including Federal, State, (including the Auditor General), and COUNTY personnel.

P. Subcontractor shall prepare and submit a bi-weekly evaluation that depicts an accurate reflection of the participant's progress. Subcontractor agrees to discuss the evaluation with participant(s) when any decline is noticed in performance and reach out to the referring agency and SBWIB, INC., for assistance or guidance on how to proceed when necessary.

Q. Subcontractor shall allow "release time" for counseling, educational training, unsubsidized job interviews and other related activities only with written authorization from SBWIB, INC., or County Representative. Subcontractor agrees to maintain accurate notes and other pertinent documentation related to such releases for later referencing and reviewing as needed.

R. Subcontractor and its supervisors assigned to participants shall adhere to all enforced stipulations while performing services under this Agreement, including those enforced within the Supervisor's Handbook and other pertinent attached or unattached exhibits, instructional documents, policies and/or procedures. The Supervisor's Handbook and other processes will be provided to Subcontractor upon execution of this agreement and as needed throughout the term of this Agreement.

S. Subcontractor shall immediately notify its referring agency, AJCC and SBWIB, INC., if concerns begin to develop in relation to the participant's ability to fulfill duties as assigned, especially if such concerns can negatively impact the participant's probability of completing the program.

T. Subcontractor shall immediately notify SBWIB, INC., of any changes in designation of personnel who will be supervising participants. This includes temporary designations of more than a two-day duration. Additionally, Subcontractor shall designate a qualified alternate supervisor who has received the same screening, training and Work Experience Program Supervisor Orientation as the initial supervisor and received said requirements within a maximum of 24 hours after being assigned to supervise participant(s).

U. Subcontractor shall fully cooperate with authorized representatives of SBWIB, INC., County, State and Federal governments including independent auditors. In particular, cooperation is required with respect to those representatives seeking to interview any program participant or staff member of the Subcontractor, as well as those representatives who evaluate, inspect and/or monitor facilities and operations of the Subcontractor that are directly involved in the implementation of programs funded through this Agreement. Cooperation is further required in response to any investigation or complaint that may arise during the term in which this agreement is in effect, including producing program records as requested. SBWIB, INC., reserves the right to enter SUBCONTRACTOR's facilities unannounced during business hours to observe Subcontractor's operations as necessary.

V. Subcontractor understands and acknowledges that SBWIB, INC., will serve as the administrative employer of record under the terms of this contract only for which it has no control, influence or affiliation in decisions made relating to the participant's daily assignments, or the supervision and daily standard of care provided by Subcontractor. Should Subcontractor employ a participant as staff, then said participant shall cease to be a participant in the WEX/WS/CS programs, SBWIB, INC., shall cease to be the employer of record for that participant, and Subcontractor shall assume employer of record duties.

W. **In the event of injury or death of a GAIN participant** in a WEX/WS/CS assignment, the SUBCONTRACTOR shall immediately contact: South Bay Workforce Investment Board, Inc. – GAIN Unit, at (310) 970-7796 within 24 hours of occurrence or knowledge of occurrence.

SUBCONTRACTOR shall also:

- Provide the injured participant with State Compensation Insurance Form (SCIF) 3301.
- Complete SCIF Form 3367.
- Obtain completed SCIF Form 3301 from participant and submit Forms 3301 and 3367 to, SBWIB, INC., Attention - GAIN department, SBWIB, INC., 11539 Hawthorne Blvd., 5th Floor, Hawthorne, CA. 90250.

In the event of extreme injury or death of a GAIN participant immediately contact:

Tracey Atkins, Director of GAIN Programs
South Bay Workforce Investment Board
11539 Hawthorne Blvd., Ste. 500
Hawthorne, CA 90250
(310) 970-7796

and

Lorraine Sinelkoff, CalWORKs/GAIN/ Program Division
Los Angeles County Department of Public Social Services
12860 Crossroads Parkway South
City of Industry, CA 91746
(562) 908-5863

In the event of extreme injury or death of a DCFS participant immediately contact:

Tracey Atkins, Director of GAIN Programs
South Bay Workforce Investment Board
11539 Hawthorne Blvd., Ste. 500
Hawthorne, CA 90250
(310) 970-7796

and

Wendy Luke, Division Chief
Los Angeles Department of Children and Family Services
3530 Wilshire Blvd., Ste. 400
Los Angeles, CA 90010
(213) 351-0102

X. During the assigned work period, the SUBCONTRACTOR shall provide each participant with:

1. Orientation, training of duties and other instructions as applicable, in addition to reasonable and proper supervision from a qualified candidate who will monitor the participant's daily work activities and duties.

2. Safety instructions and equipment necessary for protection against potential injury and damage, in accordance with OSHA guidelines.

3. The same working conditions as employees employed in similar positions, e.g., breaks, etc.

Special Provisions

A. COUNTY has contracted with SBWIB, INC., to serve as administrative employer of record for the Transitional Subsidized Employment program. SBWIB, INC., has contracted with SUBCONTRACTOR to serve as a worksite for which they agree to provide services specifically related to the Transitional Subsidized Employment program, including but not limited to the following:

1. Maintain participant time sheets and forward them to SBWIB, INC., or other agent on a bi-weekly basis.

2. If necessary, distribute paychecks delivered by SBWIB, INC., to CalWORKs/GAIN/START/DCFS /Probation participants participating in the Transitional Subsidized Employment Program.

3. Maintain a signature log recording the distribution of paychecks to participants.

4. Immediately inform referral agency, SBWIB, INC., and the participant's GAIN Service Worker/DCFC Case Worker should the participant's attendance decline or cease, or if the participant requires corrective measure, withdraws from, or is terminated from his/her assignment.

Tracking and Reporting

SBWIB, INC., the COUNTY or authorized referral agent shall supply all necessary CalWORKs/GAIN/START/DCFS/Probation forms.

SUBCONTRACTOR shall comply with WEX/WS/CS tracking and reporting requirements and instructions for completing forms referenced in EXHIBIT4 hereto.

A. SUBCONTRACTOR shall schedule a WEX/WS/CS enrollment appointment for GAIN/START/DCFS participants by telephone when contacted by an authorized referral agent/GSW. GAIN Participants (only) will be referred by the GSW on Service Provider Referral Form GN 6006. The referral form will contain the name and telephone number of the GSW.

B. SUBCONTRACTOR shall complete as appropriate (entering the planned completion date) the GN 6006 referral form and mail the original completed, signed and dated to the GSW within eight (8) workdays after the receipt of same.

C. If requested, SUBCONTRACTOR shall mail a copy of the GN 6006 to SBWIB, INC., South Bay Workforce Investment Board - GAIN, 11539 Hawthorne Blvd., 5th Fl., Hawthorne, CA 90250.

D. Upon enrollment in a WEX/WS/CS assignment, SUBCONTRACTOR shall complete a Job Specification Sheet. A copy of this Job Specification Sheet shall be mailed to the GSW attached to the GN 6006, a copy shall be given to the participant, and a copy shall be retained in the file.

E. SUBCONTRACTOR shall reschedule the enrollment date when requested to do so by the GAIN participant, GSW or authorized referral agent. If an enrollment date is rescheduled, confirmation of the new enrollment will be made by a telephone call to the authorized referral agent/GSW within one (1) workday. SUBCONTRACTOR shall refer back to the authorized referral agent/GSW any participant who contacts the SUBCONTRACTOR after SUBCONTRACTOR has reported the participant's failure to keep the appointment.

F. SUBCONTRACTOR shall immediately notify the authorized referral agent/GSW and within five (5) workdays of any change in circumstances that will affect program participation on the Notification of Change from Service Provider (GN 6007B for GAIN Participants only), including, but not limited to the following:

1. Prior to the scheduled start date and time, the participant called and re-scheduled the appointment.

2. The participant did not keep the scheduled appointment to enroll in or to start the WEX/WS/CS assignment;

3. The WEX/WS/CS assignment is completed.

4. The participant obtains employment; during or immediately after the WEX/WS/CS assignment.

5. The participant refuses employment.

6. The participant fails to attend or to satisfactorily progress in his/her WEX/WS/CS assignment.

7. The participant needs a change in supportive services.

8. Any other change relevant to CalWORKs, GAIN and/or DCFS case.

G. If SUBCONTRACTOR determines that the given WEX/WS/CS work/training assignment is inappropriate for a participant, SUBCONTRACTOR's recommendation for change in assignment must be made within thirty (30) workdays from the program start date. Recommendations for change must be made via the GN 6007B form (GAIN Participant only.)

H. SUBCONTRACTOR shall cancel or stop WEX/WS/CS as requested by County on Service Provider Cancellation/Stop Notice (GN 6011).

I. Each and every quarterly period, or at the midpoint, if the training program is less than three months, SUBCONTRACTOR is required to complete a Progress/Attendance Report (GN6070) provided by the GAIN participant. The completed GN6070 shall be returned to the GSW by either the participant or SUBCONTRACTOR.

EXHIBIT 2

SUBCONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

GENERAL INFORMATION

The City of Inglewood, on behalf of the South Bay Workforce Investment Board, Inc., hereinafter referred to as SBWIB, Inc., has entered into a contract with the County of Los Angeles hereafter known as County to provide various services for participants in the Greater Avenue for Independence (GAIN) Program. As a result, your signature is required on this Subcontractor Employee Acknowledgement and Confidentiality Agreement.

As part of your employment, you may be involved with work pertaining to COUNTY services and have access to confidential data pertaining to persons and/or other entities who receive services from the COUNTY, whom has a legal obligation to protect all such data, including welfare recipient records. If you are to be involved in such work, the COUNTY must ensure that you will protect the confidentiality of all data and requires that you consider and sign this confidentiality agreement as a condition of your work.

EMPLOYEE ACKNOWLEDGEMENT

I understand and agree that my employer is my sole employer for purposes of employment. I rely exclusively upon it for payment of salary and any and all other benefits payable to me or on my behalf during the period of this employment. I am not an employee of SBWIB, Inc./COUNTY for any purpose. I do not have and will not acquire any rights or benefits of any kind from SBWIB, Inc./COUNTY during the period of this employment, and do not have, and will not acquire, any rights or benefits pursuant to any agreement between SBWIB, Inc./COUNTY.

CONFIDENTIALITY REPORT

I hereby agree that I will not divulge to any unauthorized person, data obtained while performing work pursuant to the contract between SBWIB, Inc./COUNTY. I will forward all requests for the release of information received by me to my immediate supervisor, ensure that said supervisor reports such violation to SBWIB, Inc./COUNTY, and return all confidential materials to my immediate supervisor upon termination of my employment or completion of the presently assigned work tasks, whichever occurs first.

I understand that a violation of this agreement and acknowledgement may subject me to civil and/or criminal action and that SBWIB, Inc./COUNTY may seek all possible legal redress.

Name: _____ Name: _____
(signature) (print)

Date: _____ Position: _____
(print)

EXHIBIT 3

TSE - WORK EXPERIENCE
WORKSITE INFORMATION SHEET

Name of Agency: _____

Primary Worksite Address: _____

Phone No: _____ Fax: _____

Primary Contact/Title: _____ Email: _____

Secondary Contact/Title: _____ Email: _____

Worksite Supervisor/Title: _____

Phone No: _____ Fax: _____

Number of Positions Available: _____

Which category do available positions fall under? ☐Clerical ☐Maintenance ☐Other: _____

_____

Title of positions: _____

_____

Position Duties: _____

_____

_____

Please list any <u>automatic bars</u> from hiring?

_____

Do any of the proposed worksites reside in a residential neighborhood? _____

EXHIBIT 4

GAIN REQUIRED FORMS FOR WEX/WS/CS SUBCONTRACTORS

Sample forms included in this section are to be completed or processed by SUBCONTRACTOR according to the terms and conditions hereinabove set forth or as directed by SBWIB, INC., or the COUNTY. The forms will be provided by either SBWIB, INC., authorized referral agent, or the COUNTY GAIN service worker as needed.

Forms to be completed or processed by SUBCONTRACTOR include but are not limited to:

1. GN 6006-Service Provider Referral
2. GN 6007B-Notification of Change from Service Provider
3. GN 6070-Progress/Attendance Report
4. WEX/CS Job Specification Sheet
5. GN 6011, Service Provider Cancellation/Stop Notice
6. State of California Insurance Forms-SCIF 3367 and SCIF 3301
7. Worksite Information Sheet
8. Youth Report to Work Form

CITY OF CARSON

701 East Carson Street

Report to Honorable Mayor and City Council

Tuesday, October 6, 2026, 5:00 PM

CONSENT 21.

To: Honorable Mayor and City Council

From: Arminé Chaparyan, Deputy City Manager HR Administration

Subject: CONSIDER ADOPTION OF (1) RESOLUTION NO. 26-123 APPROVING A TENTATIVE AGREEMENT FOR AN AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CARSON AND THE SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU) LOCAL 721 – CARSON PROFESSIONAL SUPERVISOR ASSOCIATION, AND (2) RESOLUTION NO. 26-115 APPROVING THE AMENDED SUCCESSOR MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND SEIU LOCAL 721 FOR THE PERIOD OF JULY 1, 2024 – JUNE 30, 2027 AND RESCINDING AND REPLACING RESOLUTION NO. 25-075 (CITY COUNCIL)

I. SUMMARY

The City's negotiating team has met and conferred in good faith, as required by State law, with representatives of Service Employees International Union (SEIU) Local 721 – Carson Professional Supervisor Association.

As a result of these meetings, a tentative agreement has been reached with the bargaining unit to amend the current Memorandum of Understanding (MOU) pursuant to Article XIV, Section 7 Reopeners commitment. In accordance with Government Code Section 3505.1, the attached Resolution 26-123 comprises the ratified Tentative Agreement (Tentative Agreement) for an amendment to the Memorandum of Understanding (MOU) between the City and the Service Employees International Union (SEIU) Local 721 – Carson Professional Supervisor Association for the period of July 1, 2024 – June 30, 2027.

At the direction of the City Council, the City's negotiating team has met and conferred in good faith, as required by State law, with representatives from the bargaining unit to discuss further modification requests in the representative MOU. We are now concurrently presenting to Council an executed updated MOU between the City and the Service Employees International Union (SEIU) Local 721 – Carson Professional Supervisor Association for the period of July 1, 2024 – June 30, 2027, in accordance with the Tentative Agreement, in its entirety for Council's concurrent approval, alongside Resolution 26-115. The attached Resolution 26-115 is being presented for final approval.

II. RECOMMENDATION

TAKE the following actions:

1. WAIVE further reading and ADOPT Resolution No. 26-123, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, APPROVING THE TENTATIVE AGREEMENT FOR AN AMENDMENT TO MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CARSON AND THE SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU) LOCAL 721 – CARSON PROFESSIONAL SUPERVISOR ASSOCIATION, FOR THE PERIOD OF JULY 1, 2024 TO JUNE 30, 2027"; and,

2. WAIVE further reading and ADOPT Resolution 26-115, “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, APPROVING THE AMENDED SUCCESSOR MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CARSON AND THE SERVICE EMPLOYEES INTERNATIONAL UNION ("SEIU") LOCAL 721 – CARSON PROFESSIONAL SUPERVISOR ASSOCIATION REPRESENTING THE PROFESSIONAL AND SUPERVISORY EMPLOYEES BARGAINING UNIT OF THE CITY OF CARSON, FOR THE PERIOD OF JULY 1, 2024 - JUNE 30, 2027 (REPLACING AND SUPERSEDING RESOLUTION NO. 25-075).”

III. ALTERNATIVES

Take any action City Council deems appropriate.

IV. BACKGROUND

On July 1, 2025, City Council adopted Resolution No. 25-075 approving the updated Successor Memorandum of Understanding between the City of Carson and the Service Employees International Union (SEIU) Local 721 – Carson Professional Supervisor Association (CPSA-SEIU Local 721), for the period of July 1, 2024 through June 30, 2027. Through the meet and confer process, management staff were able to negotiate various reopener terms with CPSA-SEIU Local 721 as required by Article XIV, Section 7 of the MOU.

Notable updates to the MOU include increases to administrative leave hours for unit members to one hundred and eighty (180) hours per fiscal year, increases to the City’s annual deferred compensation contribution for unit members by two hundred dollars ($200.00) per year, increases to the City’s professional development allowance by one hundred dollars ($100.00) per year for unit members, increases to Annual Leave accrual rates by two (2) hours per month for unit members, modifications and additions to language within the MOU to allow for two (2) CPSA-SEIU Local 721 representatives to be present at unit members’ pre-disciplinary hearings and other disciplinary meetings, and increases to grievance response time frames to twelve (12) days for initial grievances while keeping a ten (10) day response time frame for all parties for the remainder of the grievance process. Staff has returned with a final amended MOU for City Council approval and adoption.

We are now concurrently presenting to Council the Tentative Agreement and the full and final version of the Successor Memorandum of Understanding between the City of Carson and the Service Employees International Union (SEIU) Local 721 – Carson Professional Supervisor Association for the period of July 1, 2024 – June 30, 2027 for final approval. Prior to execution of Resolution No. 26-115, the applicable date for the highlighted blank in the recitals will be added, and Section 2 of the resolution will be corrected to refer to the Amended MOU as being Attachment 1 rather than Attachment 2 to the resolution.

V. FISCAL IMPACT

The cost associated with adopting this updated successor Memorandum of Understanding for fiscal year 2026/2027 is approximately $44,400, with an ongoing annual cost of approximately $22,200. Funds for these costs were budgeted in the fiscal year 2026/2027 budget. Retroactive payments will be charged to each unit member’s Departmental salary GL account number.

VI. EXHIBITS

1. Resolution No. 26-123 Tentative Agreement CPSA-SEIU Local 721
2. Tentative Agreement - CPSA-SEIU Local 721 (Exhibit A to Reso. No. 26-123)
3. Resolution No. 26-115 CPSA-SEIU Local 721 Successor MOU
4. Amended MOU - CPSA-SEIU Local 721 (Attachment to Reso. No. 26-115)
5. Resolution No. 25-075 CPSA-SEIU Local 721 Current 2024-2027 MOU

Attachments

Resolution No. 26-123 Tentative Agreement CPSA-SEIU Local 721 .pdf

Tentative Agreement - CPSA-SEIU Local 721 (Exhibit A to Reso. 26-123).pdf

Resolution No. 26-115 CPSA-SEIU Local 721 Successor MOU

CPSA-SEIU Redlines 2024-2027 MOU for Reopener Amendment (Attachment to Reso. No. 26-115).pdf

RESO NO 25-075 & MOU CPSA-SEIU 721 SIGNED

RESOLUTION NO. 26-123

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, APPROVING THE TENTATIVE AGREEMENT FOR AN AMENDMENT TO MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CARSON AND THE SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU) LOCAL 721 – CARSON PROFESSIONAL SUPERVISOR ASSOCIATION, FOR THE PERIOD OF JULY 1, 2024 TO JUNE 30, 2027.

WHEREAS, the City of Carson (City) recognizes the Carson Professional Supervisor Association – Service Employees International Union (SEIU), Local 721 ("CPSA-SEIU, Local 721") as the recognized employee organization representing employees in the CPSA bargaining unit; and

WHEREAS, the City and CPSA-SEIU, Local 721 are parties to a Memorandum of Understanding ("MOU") governing wages, hours, and other terms and conditions of employment for employees represented by CPSA-SEIU, Local 721 for the period of July 1, 2024 through June 30, 2027; and

WHEREAS, the current Memorandum of Understanding (MOU) between the City and CPSA-SEIU, Local 721 was adopted by the City Council pursuant to Resolution No. 25-075 and remains in effect through June 30, 2027; and

WHEREAS, representatives of the City and CPSA-SEIU, Local 721 have met and conferred in good faith regarding an amendment to the MOU pursuant to the Meyers-Milias-Brown Act ("MMBA"), Government Code Sections 3500 through 3511, and the City's Employer-Employee Relations Resolution No. 85-107; and

WHEREAS, the authorized representatives of the City and CPSA-SEIU, Local 721 have reached and executed a Tentative Agreement ("Tentative Agreement") setting forth the agreed-upon amendments to the MOU for the period of July 1, 2024 through June 30, 2027, subject to approval and adoption by the City Council; and

WHEREAS, MMBA Section 3505.1 provides that: "If a tentative agreement is reached by the authorized representatives of the public agency and a recognized employee organization, the governing body shall vote to accept or reject the tentative agreement within 30 days of the date it is first considered at a duly noticed public meeting. If the governing body adopts the tentative agreement, the parties shall jointly prepare a written memorandum of understanding."; and

WHEREAS, the Tentative Agreement provides for amendments to the existing MOU between the City and CPSA-SEIU, Local 721, and does not otherwise alter the remaining provisions of the MOU except as expressly provided in the Tentative Agreement; and

WHEREAS, the City labor relations representatives and CPSA-SEIU, Local 721 representatives have reviewed the Tentative Agreement and desires to approve and adopt the Tentative Agreement as an amendment to the MOU between the City and CPSA-SEIU, Local 721.

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 and adopts the Tentative Agreement between the City of Carson and the Service Employees International Union (SEIU) Local 721 - Carson Professional Supervisor Association (CPSA), amending the Memorandum of Understanding for the period of July 1, 2024 through June 30, 2027, attached hereto as Exhibit A and incorporated herein by reference.

SECTION 3. The estimated cost associated with the amendments to the MOU set forth in the Tentative Agreement is approximately $44,400 for Fiscal Year 2026/2027, with an estimated ongoing annual cost of approximately $22,200 thereafter. Funds for these costs have been included in the Fiscal Year 2026/2027 budget. Any applicable retroactive payments shall be charged to the appropriate departmental salary General Ledger account for the affected CPSA-SEIU, Local 721 employees.

SECTION 4. The amendments to the MOU shall become effective in accordance with the terms and effective dates set forth in the Tentative Agreement.

SECTION 5. The City Clerk shall certify to the adoption of this resolution.

PASSED, APPROVED AND ADOPTED this 6th day of October 2026.

_____
Lula Davis-Holmes, Mayor

APPROVED AS TO FORM:

_____
Sunny K. Soltani, City Attorney

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

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

I, Khaleah Bradshaw, City Clerk of the City of Carson, do hereby certify that the foregoing Resolution, being Resolution No. 26-123, was passed and approved by the City Council of the City of Carson at its meeting held on October 6, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Dr. Khaleah K. Bradshaw, City Clerk

TENTATIVE AGREEMENT
AN AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CARSON AND THE SERVICE EMPLOYEES INTERNATIONAL UNION ("SEIU") LOCAL 721 – CARSON PROFESSIONAL AND SUPERVISOR ASSOCIATION
Representing the Professional and Supervisory Employees Bargaining Unit

Per California Government Code Section 3505.1

The Memorandum of Understanding ("MOU") between the City of Carson ('City") and the Service Employees International Union ("SEIU") Local 721 – Carson Professional Supervisor Association ("CPSA-SEIU Local 721") representing the Professional and Supervisory Employees Bargaining Unit, dated July 1, 2024 – June 30, 2027 ("CPSA-SEIU Local 721 MOU 2024-2027") is set to expire on June 30, 2027. (*See* Attachment 1.) CPSA-SEIU Local 721 MOU 2024-2027 was formally executed and adopted by Resolution No. 25-075 on July 1, 2025.

CPSA-SEIU Local 721 MOU 2024-2027 included in Article XIV, Section 7, which provided for both parties to consider reopener terms through a meet and confer process during the term of the MOU. The City and CPSA-SEIU Local 721 concluded the meet and confer process regarding the reopener terms and have reached a tentative agreement on the reopener provisions, deal points of which are set forth below and affirmed by the execution of this formal written Tentative Agreement by the parties' labor representatives.

This Tentative Agreement was ratified by the Union on the ____ day of _____ 2026. This Tentative Agreement shall not become effective until accepted, approved, and adopted by the City of Carson City Council per California Government Code Section 3505.1 which provides:

> "If a tentative agreement is reached by the authorized representatives of the public agency and a recognized employee organization or recognized employee organizations, the governing body shall vote to accept or reject the tentative agreement within 30 days of the date it is first considered at a duly noticed public meeting. A decision by the governing body to reject the tentative agreement shall not bar the filing of a charge of unfair practice for failure to meet and confer in good faith. If the governing body adopts the tentative agreement, the parties shall jointly prepare a written memorandum of understanding."

CPSA-SEIU MOU 2024 – 2027 Reopeners Tentative Agreement
[DATE]

All terms and conditions of the current CPSA-SEIU Local 721 MOU 2024-2027 shall remain in full force and effect unless expressly modified or changed herein by this Tentative Agreement and until a successor MOU is accepted, approved, and adopted by City Council, which shall then supersede and replace this Tentative Agreement and the CPSA-SEIU Local 721 MOU 2024-2027.

The following provisions of the CPSA-SEIU Local 721 MOU 2024-2027 are amended as follows (deletions in ~~strikethrough~~ and additions in under *underlined italics*) and shall become effective upon City Council adoption of this Tentative Agreement.

ARTICLE III
COMPENSATION

SECTION 14. – ANNUAL PROFESSIONAL DEVELOPMENT ALLOWANCE:

The City agrees to provide Unit members with professional development pay, payable in the first quarter of the fiscal year, as an allowance towards expenditures for professional development in the following amounts:

Professional and Supervisory Unit Members - ~~six~~ *seven* hundred dollars ($*7*~~6~~00.00) (Education Reimbursement is provided in lieu of increasing the Professional development pay). *Compensation is retroactive to July 1, 2025.*

Professional development expenditures may include: costs incurred for job-related classes or seminars not paid for by the City; computer equipment and job-related software, books, reference publications or other educational materials; professional membership or association fees; or any other expenses which promote the professional development of the Unit member and promote the best interests of the City.

ARTICLE IV
LEAVES

SECTION 1. – ANNUAL LEAVE:

1.3 Unit members shall be credited with annual leave at the following accrual rates:

1. *Thirteen* ~~eleven~~ and thirty-three hundredths (1*3*~~1~~.33) hours for each month of service or major portion thereof from date of appointment to fifth (5th) anniversary date (0-5 yrs.);

2. *Fifteen* ~~Thirteen~~ and thirty-three hundredths (1*5*~~3~~.33) hours for each month of service or major portion thereof upon fifth (5th) anniversary date to tenth (10th) anniversary date (6-10 yrs.);

3. *Eighteen* ~~Sixteen~~ and sixty-six hundredths (1*8*~~6~~.66) hours for each month of service or major portion thereof upon tenth (10th) anniversary date (11 yrs.+);

4. Ten (10) hours upon twentieth (20th) anniversary date in addition to monthly accrual under Section 1.3.a.3;

5. Twenty (20) hours upon twenty-first (21st) anniversary date in addition to monthly accrual under Section 1.3.a.3;

6. Thirty (30) hours upon twenty-second (22nd) anniversary date in addition to monthly accrual under Section 1.3.a.3;

7. Forty (40) hours upon twenty-third (23rd) anniversary date in addition to monthly accrual under Section 1.3.a.3.

Compensation is retroactive to July 1, 2025.

SECTION 4. – ADMINISTRATIVE LEAVE:

4.1 Unit members who are designated exempt shall be credited with *fifteen* ~~ten~~ (*15* ~~10~~) hours of administrative leave per month. Exempt Unit members may accrue a maximum of one hundred *eighty* ~~sixty~~ (*180* ~~160~~) hours of administrative leave.

ARTICLE VI
INSURANCE AND RETIREMENT BENEFITS

SECTION 6. – DEFERRED COMPENSATION PROGRAM:

The City will continue to match a Unit member's annual contributions to their deferred compensation account, dollar for dollar, as follows:

a. Professional Association Unit members: One thousand *two hundred* dollars ($1,200.00) per calendar year.

b. Supervisors Association Unit members: One thousand *seven* ~~five~~ hundred dollars ($1,7~~5~~00.00) per calendar year.

Funds shall be electronically transferred each payday. *Compensation is retroactive to July 1, 2025.*

ARTICLE IX
UNION RIGHTS AND SECURITY

SECTION 3. RELEASE TIME:

3.2 The immediate supervisor may approve release time requests for up to one (1) hour for both the Unit member and *two* ~~one~~ (*2* ~~1~~) designated *Union* representative*s* for each formal grievance. The immediate supervisor may approve release time requests for up to two (2) hours for both the Unit member and *two* ~~one~~ (*2* ~~1~~) designated *Union* representative*s* for

each pre-disciplinary conference or disciplinary hearing. Additional request for release time to prepare for a formal grievance or to appeal a disciplinary action must be approved in advance by the appointing authority.

3.3 A Unit member's designated representative*(s)* may use release time to be present at the presentation of a formal grievance, a pre-disciplinary conference or disciplinary hearing.

ARTICLE X
GRIEVANCE PROCEDURE

SECTION 3. GRIEVANCE STEPS:

Step 1. A Unit member shall have the right to present a grievance, in writing, within five (5) working days of the action or incident causing the grievance. Such grievance shall be provided to the immediate supervisor of the Unit member. All grievances shall state the violation of this MOU, how it affects the Unit member's wages, hours, working conditions or job security, and the Unit member's requested remedy. Within *twelve* ~~ten~~ (*12* ~~10~~) working days of receipt of the grievance, the immediate supervisor shall render a written decision responding to grievance and return the completed grievance form to the Unit member. Failure of immediate supervisor to render a written response on the grievance within *twelve* ~~ten~~ (*12* ~~10~~) working days of receipt of the grievance shall constitute a constructive denial of the grievance. denied, and the Unit member wishes to move the grievance to the next Step in the grievance process, then the Unit member shall move the grievance to the next immediate supervisor within the chain of command, in accordance with Section 3, Step 2 of this Article. grievance shall be considered resolved and no further review of the subject matter of the grievance shall be permitted under this Article when the Unit member does not seek further review of the grievance within five (5) working days after response to or constructive denial of the grievance by the immediate supervisor.

ARTICLE XII
OTHER MATTERS WITHIN THE SCOPE OF REPRESENTATION

SECTION 6. REPRESENTATION DURING DISCIPLINE AND DISCHARGE:

Unit members may be represented by two (2) designated Union representatives or legal counsel at pre-disciplinary conferences and/or post-disciplinary appeal hearings.

[SIGNATURES ON THE NEXT PAGE]

IT IS SO AGREED:
CPSA-SEIU Local 721 **CITY OF CARSON**

[NAME], President	David C. Roberts, Jr., City Manager
[NAME], Vice President	Dr. Robert Lennox, Assistant City Manager
[NAME], Treasurer	Arminé Chaparyan, Deputy City Manager
[NAME], Secretary	Sunny Soltani, City Attorney

Attachments: CPSA-SEIU MOU 2024 – 2027

RESOLUTION NO. 26-115

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, APPROVING THE AMENDED SUCCESSOR MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CARSON AND THE SERVICE EMPLOYEES INTERNATIONAL UNION ("SEIU") LOCAL 721 – CARSON PROFESSIONAL SUPERVISOR ASSOCIATION REPRESENTING THE PROFESSIONAL AND SUPERVISORY EMPLOYEES BARGAINING UNIT OF THE CITY OF CARSON, FOR THE PERIOD OF JULY 1, 2024 – JUNE 30, 2027 (REPLACING AND SUPERSEDING RESOLUTION NO. 25-075)

WHEREAS, the City of Carson ("City") has and continues to recognize the Service Employees International Union ("SEIU") Local 721 – Carson Professional Supervisor Association ("CPSA-SEIU Local 721") as the sole exclusive bargaining agent for those City employees designated as being in the association of management employee unit for all matters concerning wages, hours and working conditions; and

WHEREAS, the most current Memorandum of Understanding ("MOU") between the City and CPSA-SEIU Local 721 was adopted by Resolution No. 25-075 and executed on July 1, 2025, expiring on June 30, 2027; and

WHEREAS, the City's labor relations representatives and CPSA-SEIU Local 721 representatives successfully met and conferred to negotiate a successor memorandum of understanding between the parties pursuant to both the Meyers-Milias-Brown Act ("MMBA"), Government Code Sections 3500 *et seq*., and the City's Employer-Employee Relations Resolution No. 85-107 ("EERR"), and jointly prepared and executed a tentative agreement dated July 5, 2023 for a successor memorandum of understanding, which was approved by City Council's adoption of Resolution No. 23-118 on July 5, 2023; and

WHEREAS, on February 20, 2024, the City Council adopted Resolution No. 24-021, approving the successor memorandum of understanding between the City and CPSA-SEIU Local 721 for the period July 1, 2024 through June 30, 2027; and

WHEREAS, on July 1, 2025, the City Council adopted Resolution No. 25-075, approving an updated successor memorandum of understanding between the City and CPSA-SEIU Local 721 for the period July 1, 2024 through June 30, 2027 in which the City updated sections of the memorandum of understanding and the salary tables for the CPSA-SEIU Local 721 such that the updated salary tables would be effective retroactively from the effective date of the CPSA-SEIU Local 721 MOU on July 1, 2024; and

WHEREAS, the City's labor relations representatives and CPSA-SEIU Local 721 representatives have successfully met and conferred to negotiate an amendment to the MOU between parties pursuant to both the MMBA, Government Code Sections 3500 *et. seq.*, and the City's EERR, and have jointly prepared a Tentative Agreement for an Amended MOU (deal

points) pursuant to MOU reopener terms for the period of July 1, 2024, through and including June 30, 2027 ("Tentative Agreement"), which increases administrative leave hours for unit members to one hundred and eighty (180) hours per fiscal year, increases the City's annual deferred compensation contribution for unit members by two hundred dollars ($200.00) per year, increases the City's professional development allowance by one hundred dollars ($100.00) per year for unit members, increases Annual Leave accrual rates by two (2) hours per month for unit members, modifies and adds language within the MOU to allow for two (2) CPSA-SEIU Local 721 representatives to be present at unit members' pre-disciplinary hearings and other disciplinary meetings, and increases grievance response time frames to twelve (12) days for initial grievances while keeping a ten (10) day response time frame for all parties for the remainder of the grievance process.

WHEREAS, the City's labor relations representatives and CPSA-SEIU Local 721 representatives have jointly executed the Tentative Agreement, for the period July 1, 2024 through and including June 30, 2027, which was approved by City Council's adoption of Resolution No. 26-115 on October 6, 2026; and

WHEREAS, MMBA Section 3505.1 provides that: "If a tentative agreement is reached by the authorized representatives of the public agency and a recognized employee organization or recognized employee organizations, the governing body shall vote to accept or reject the tentative agreement within 30 days of the date it is first considered at a duly noticed public meeting. A decision by the governing body to reject the tentative agreement shall not bar the filing of a charge of unfair practice for failure to meet and confer in good faith. If the governing body adopts the tentative agreement, the parties shall jointly prepare a written memorandum of understanding."; and

WHEREAS, the City's labor relations representatives and CPSA-SEIU Local 721 representatives have agreed to prepare and execute a final Amended MOU between the City and CPSA-SEIU Local 721 for the period of July 1, 2024 through and including June 30, 2027 ("Amended MOU").

WHEREAS, the City's labor relations representatives and CPSA-SEIU Local 721 representatives jointly prepared the attached Amended MOU, subject to City Council approval and adoption ("Amended MOU"); and

WHEREAS, CPSA-SEIU Local 721 ratified the Amended MOU on [DATE] by a vote of its membership and CPSA-SEIU Local 721 representatives have executed the Amended MOU, such that the Amended MOU can be considered by the City Council; and

WHEREAS, once approved and adopted by the governing body of a local agency, the Amended MOU becomes a binding agreement between the employee organization and the local agency; and

WHEREAS, the City Council now desires to approve and adopt the Amended MOU.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, DOES HEREBY RESOLVE:

SECTION 1. The foregoing recitals are true and correct.

SECTION 2. The City Council approves the Amended MOU between the City and CPSA-SEIU Local 721 for the period of July 1, 2024 through and including June 30, 2027, a copy of which is attached as Attachment 2, and authorizes the City Manager to execute the same.

SECTION 4. The City Clerk shall certify to the passage and adoption of this Resolution and enter into the book of original resolutions

SECTION 5. This resolution shall be effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 6th day of October, 2026.

City of Carson:

_____

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, Dr. Khaleah K. Bradshaw**,** City Clerk of the City of Carson, California, hereby attest to and certify that the foregoing resolution, being Resolution No. _____, adopted by the Carson City Council at its meeting held on ____ day of ____, 2026, by the following vote:

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

_____
Dr. Khaleah K. Bradshaw

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF CARSON

AND

THE SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU) LOCAL 721 – CARSON PROFESSIONAL SUPERVISOR ASSOCIATION REPRESENTING THE PROFESSIONAL AND SUPERVISORY EMPLOYEES BARGAINING UNIT OF THE CITY OF CARSON

July 1, 2024 – June 30, 2027

ADOPTED BY RESOLUTION NO. - __=___

(RESCINDS AND REPLACES RESOLUTION NO. 25-075)

APPROVED ____. 2026

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ARTICLE I
RECOGNITION

The City of Carson (hereinafter the "City") recognizes the Carson Professionals and Supervisors Association (hereinafter the "Union" or "CPSA") as the sole exclusive bargaining agent for those City employees designated as being in the Professional and Supervisory Employee bargaining unit Association (CPSA) bargaining unit (hereinafter "Unit") for all matters concerning wages, hours and working conditions. The classifications contained in this Unit are set forth in Appendix A, B, and C.

It is agreed that this Memorandum of Understanding (hereinafter the "MOU") was negotiated pursuant to Chapter 10 (Section 3500 et. seq.) of Division 4, Title 1 of the Government Code, and pursuant to City Resolution No. 85-107, the Employer-Employee Relations Resolution of the City of Carson (hereinafter the "EERR"). The Union recognizes the City Manager, his/her designee and/or the City's Employee Relations Officer as the exclusive representatives of the City for purposes of negotiating this MOU. The City and the Union agree to make a good faith effort to ensure that all rules, policies, and procedures are uniformly and consistently applied throughout the City service.

ARTICLE II
DEFINITION OF TERMS

The following terms, whenever used in this MOU, shall have the meanings set forth in this Article.

SECTION 1. ACTING DUTY:

On a temporary basis, the performance by Unit members of the duties of a higher classification with a higher pay range than the pay range of their assigned classification.

SECTION 2. CLASSIFICATION:

A position or group of positions sufficiently similar in respect to authority, duties, and responsibilities that the same descriptive classification title is assigned.

SECTION 3. DAY:

A calendar day, unless otherwise designated.

SECTION 4. DEPARTMENT:

Any one of the five organizational departments of the City's organizational structure managed by a Director or the City Manager.

SECTION 5. DEPARTMENT DIRECTOR:

An individual assigned to any of the following classifications: Director of Finance, Director of Public Works, Director of Community Development, Director of Community Services/Recreation/Park Maintenance, Director of Human Resources, Director of Information Technology and Security, Director of Public Safety, and any other Director position created during the terms of this MOU.

SECTION 6. DOMESTIC PARTNERSHIP:

The City of Carson defines domestic partnerships as two adults in a committed, intimate relationship of mutual care. To qualify, they must meet the conditions in the California Family Code Section 297 and other relevant statutes, including Family Code Sections 298-298.5 (governing registration and termination), Government Code Section 12955 (housing discrimination protections), and Insurance Code Section 10127.7 (requiring group health coverage for domestic partners). This ensures compliance with all applicable state laws regarding rights and benefits of domestic partners.

SECTION 7. EMPLOYEE:

An individual compensated through the City payroll and appointed to a City classification.

SECTION 8. FULL TIME:

A period of forty (40) hours of work time per workweek in increments of eight (8), nine (9) or ten (10) hours per shift.

SECTION 9. IMMEDIATE FAMILY:

An employee's spouse, domestic partner, children, grandchildren, sons-in-law, daughters-in-law, parents, grandparents, parents-in-law, brothers, sisters, brothers-in-law, and sisters-in-law. "Children" shall also include a biological, foster, or adopted child, a stepchild, a legal ward, a child of a domestic partner, or a child of a person standing in loco parentis (which means to assume the duties and responsibilities of a parent; in the place of a parent). "Parent" shall include a biological, foster, or adoptive parent, a stepparent, or a legal guardian.

SECTION 10. LEAVE:

An absence from work.

SECTION 11. MANAGEMENT

An employee in any classification designated by the City Manager as managerial.

SECTION 12. MANAGER

A manager is an individual responsible for planning, organizing, directing, and controlling resources, including personnel, to achieve specific organizational goals and objectives. They oversee teams, make strategic decisions, and ensure efficient operations within their area of responsibility.

SECTION 13. PAY PERIOD:

A pay period consists of two (2) consecutive workweeks established to provide twenty-six (26) pay periods each calendar year.

SECTION 14. POSITION:

Authority, duties, and responsibilities assigned by the City which constitute the services to be performed by a Unit member.

SECTION 15. BASE PAY RATE:

The base pay rate within a pay range paid to a City employee for the performance of the duties and responsibilities of a classification.

SECTION 16. PROFESSIONAL EMPLOYEE:

For the purposes of this MOU, professional employee means employees in those positions found in Appendix A of this document.

SECTION 17. SENIORITY:

A status acquired by an employee based upon the employee's period of total actual service in a specific job classification.

SECTION 18. SUPERVISOR:

For the purposes of this MOU, a supervisor shall include those classifications listed in Appendix B of this document.

SECTION 19. TENURE:

A status acquired by an employee based upon the employee's period of total actual service with the City.

SECTION 20. UNIT MEMBER:

An individual compensated through the City payroll, appointed to a City classification and designated to be within this Unit for labor bargaining purposes.

SECTION 21. WESTERN CONTINENTAL UNITED STATES:

The Western Continental United States shall be defined as west of the Continental Divide.

SECTION 22. WORKDAY:

A workday is an individual 24-hour period within a seven consecutive day (168-hour) workweek.

SECTION 23. WORKWEEK:

A workweek is a fixed and regularly recurring period of 168 hours—seven consecutive 24-hour periods (workdays) - which begins at 12:00 a.m. (00:00 military time) on Saturday and concludes at 11:59 p.m. (23:59 military time) on the following Friday.

SECTION 24. WORK SCHEDULE:

A full-time work schedule is a 40 hour per workweek schedule consisting of:

- Eight (8) hours in a workday for five (5) consecutive workdays within a workweek; or
- Ten (10) hours in a workday for four (4) consecutive workdays within a workweek.

- Other work schedules necessary to better meet the needs or requirements of the position or the Unit members shall be permitted at the discretion of the Director of the Unit member's Department. For example, nine (9) hours in a workday for four (4) consecutive workdays followed by a four (4) hour workday on the fifth consecutive workday shall be considered an acceptable workweek.

ARTICLE III
COMPENSATION

SECTION 1. SALARY:

1.1 FY 2024/2025 6.0% Cost-of-living-adjustment (COLA)(Retroactively effective July 1, 2024)

1.2 FY 2025/2026 4.0% COLA Effective July 1, 2025

1.3 FY 2026/2027 4.0% COLA Effective July 1, 2026

1.4 All Classifications within this Unit, who have_supervisory duties in the job specifications, shall be assigned a salary range that is at least fifteen percent (15%) higher at Step F than Step F of the salary range of their highest paid subordinate classification. The City and Union agree to meet and confer within 120 days upon City Council's approval of this MOU regarding this section.

1.5 The Senior Engineering Technician shall be assigned a salary range that is at least ten percent (10%) higher at Step F than Step F of the salary range of the Engineering Technician retroactive to June 20, 2015. The City and Union agree to meet and confer within 120 days upon City Council's approval of this MOU regarding this section.

SECTION 2. LONGEVITY PAY:

2.1 The City agrees to continue to pay Unit members two and one-half percent (2.5%) of their prevailing pay rate as longevity pay, commencing on the anniversary of attaining fifteen (15) years service credit.

2.2 In addition to the longevity pay in Section 2.1 above, the City agrees to continue to pay Unit members an additional two and one-half percent (2.5%) of their prevailing pay rate as longevity pay, commencing on the anniversary of attaining twenty (20) years' service credit.

2.3 In addition to the longevity pay in Sections 2.1 and 2.2 above, the City agrees to pay Unit members an additional two and one-half percent (2.5%) of their prevailing pay rate as longevity pay, commencing on the anniversary of attaining twenty-five (25) years' service credit.

2.4 In addition to the longevity pay in Sections 2.1, 2.2 and 2.3, the City agrees to pay Unit members an additional two and one-half percent (2.5%) of their prevailing pay rate as longevity pay, commencing on the anniversary of attaining thirty (30) years' service credit.

SECTION 3. SHIFT DIFFERENTIAL:

3.1 Non-exempt Unit members scheduled to work during the first shift from 6:30 a.m. to 6:30 p.m. shall not be paid shift differential pay for any hours worked.

3.2 Non-exempt Unit members scheduled to work during the second shift shall receive shift differential pay calculated as a five percent (5%) increase in the Unit member's prevailing pay rate for any hours worked from 2:00 p.m. to 11:00 p.m.

3.3 Non-exempt Unit members scheduled to work during the third shift shall receive shift differential pay calculated as a ten percent (10%) increase in the Unit member's prevailing pay rate for any hours worked from 11:00 p.m. to 7:00 a.m.

3.4 The City shall be able to establish schedules for the first, second, and third shifts in accordance with the City's operational requirements. Assignment to 9/80 or 4/40 shifts shall not require payment of shift differentials unless the majority of the hours worked fall within the hours shown in 3.2 or 3.3 above.

SECTION 4. ACTING DUTY PAY:

4.1 The City Manager, or his/her designee, may appoint a Unit member to acting duty status to perform the duties of a higher classification that is vacant or temporarily absent, subject to all of the provisions of Section 4 herein.

4.2 A Unit member may serve in acting duty status only until such time as the City Manager, or his/her designee, makes a regular appointment to the classification or until such time that the incumbent employee returns to work. To be eligible for an acting duty status, Unit members must meet the minimum qualifications of the job for the acting assignment. Only Unit members in good standing, e.g., not currently rated unsatisfactory, not currently on a work improvement plan/performance improvement plan, or not currently having disciplinary action pending or in effect, may be appointed to acting duty.

4.3 An acting duty appointment may be effective for a period of up to ninety (90) days, except for special circumstances as defined by the City Manager, or his/her designee. In the event an acting duty appointment is extended past ninety (90) days the City Manager, or his/her designee, shall perform a status review and begin filling the position through normal means, including adding an additional position of said filled position in the City's budget. Positions shall not be filled with Acting Duty appointments longer than one calendar year. Special circumstances include, but are not limited to, needing required licenses, certificates, or degrees, or needing certain training or abilities. The provisions of this Section 4.3 shall not be applicable for any absence due to an employee who is on an approved protected leave.

4.4 A Unit Member appointed to acting duty status shall be paid a rate not less than the minimum pay range for the acting classification. Acting duty pay shall be at least 10% more than the Unit member's prevailing pay rate.

4.5 A Unit Member appointed to acting duty status shall not be paid more than the maximum pay rate in the pay range for the acting duty classification.

4.6 While serving in acting duty status a Unit member shall continue to receive any pay adjustments, advancements and fringe benefit increases granted to the Unit Member's regular

classification. These adjustments or advancements may cause a Unit member's acting duty pay rate to increase correspondingly, if still under the maximum acting pay rate noted in this section 4.5 of Article III.

4.7 A Unit Member appointed to acting duty status shall receive acting duty pay immediately upon assuming the acting duty position, provided the assignment is for at least one scheduled work week (40 consecutive work hours).

4.8 A Unit member has the right to refuse or discontinue any acting duty assignment with 72-hours written notice to the Unit member's Director with a "cc" copy to the Human Resources Director.

4.9 A Unit member may be removed from any acting duty assignment for any reason, as determined by the City Manager, or his/her designee.

4.10 A Unit member may be appointed to an acting duty assignment while serving in their initial probationary period in the City service, at the discretion of the City Manager, or his/her designee.

4.11 Unit members that are appointed to acting duty in positions that are FLSA exempt from overtime, will not be subject to those provisions provided by the FLSA and will receive overtime compensation.

4.12 ~~A Unit member shall not receive acting duty pay during any approved leave for any period of time greater than two (2) weeks in a calendar year.~~ (Example: Jane Employee is in an acting duty assignment and has three days of approved vacation and shall qualify for the provisions of acting pay under this Section.) Unit members are eligible for Acting Duty pay during any approved leave, including vacation, sick, or for any holiday.

4.13 The City shall not employ temporary or contract employees in any vacant or newly created budgeted position or for a temporary assignment where an acting appointment could be offered to a full time Unit member. However, the City Manager or his/her designee may employ a temporary or contract employee in an interim appointment position.

4.14 The City shall continue a citywide policy of rotating acting duty appointments, based on the following order: 1) from the current employment eligibility list, 2) from a list of qualified Unit members, within the respective division, in the immediately subordinate classification(s) of the vacant position, ranked by seniority, 3) from a list of qualified Unit members, within the respective work group, in the immediately subordinate classification(s) of the vacant position, ranked by seniority, 4) from a list of qualified Unit members, from outside the respective work group, in the immediately subordinate classification(s) of the vacant position, ranked by seniority. An acting appointment from outside the work group can only be made upon the approval of the Directors of the two affected work groups. The rotation of acting appointments should be used for all periods exceeding ninety (90) calendar days, unless extended by the City Manager or his/her designee. Upon completion of the acting assignment, the qualified Unit member will be placed at the bottom of the acting rotation list. For a Unit member that was previously not eligible for acting duty but subsequently becomes eligible, their name will be added to the rotation list in seniority order. Copies of acting duty rotation lists should be provided to both Human Resources and Payroll. Unit members may submit a statement of

exception to the City Manager, or his/her designee, if the rotation of acting duty appointments as stated within this subsection is not followed.

4.15 A Unit member on an acting duty rotation list may only be by-passed by receipt of written memorandum from the Unit member's Director to the Unit member stating the reasons for omission from this round of acting duty. Such notice shall be provided within one week. The memo shall state whether the Unit member is being placed on the bottom of the list i.e., to gain more experience, etc. or whether they are being left at the top of the rotating list for the next available acting assignment i.e., a shorter-term acting assignment. A Unit member may not be removed from an acting duty eligibility list without their written permission.

4.16 When a Unit member is appointed to an acting position, his regular position will not be automatically filled by a subordinate employee in an acting capacity (cascading acting) unless the anticipated workload in that unit will be sufficient to warrant this action. This decision will be made in consultation with the division's supervisors, manager, and the work group's Director.

4.17 The "Notification of Acting Appointment" form (Form 1201/1099), must be completed and authorized by both the City Manager, or his/her designee, and the Human Resources Director prior to the first day of the acting assignment, unless unforeseen circumstances occur which prevent such completion.

SECTION 5. SALARY ADVANCEMENT:

5.1 Advancement shall mean a pay rate increase given to a Unit member contingent upon merit and performance, within the pay range established for the Unit member's classification. A Unit member's pay rate increase shall be effective the first day of the payroll period in which the appropriate length of service is achieved.

5.2 In addition to those conditions provided for in the City's Standard Management Procedures ("SMPs"), Unit members shall be eligible for advancement when their length of satisfactory service in their classification satisfies at a minimum the following requirements:

Monthly Salary Step 1	Monthly Salary Step 2	Monthly Salary Step 3	Monthly Salary Step 4	Monthly Salary Step 5	Monthly Salary Step 6
Date of appointment	6 mos. after appt.	12 mos. after appt.	After at least 12 months in Step 3	After at least 12 months in Step D	After at least 12 months in Step E

5.3 If a Unit member's performance evaluation has not been completed, discussed with the Unit member, and received by Human Resources by the merit date, the merit increase will be processed as scheduled.

5.4 The City Manager, at his/her sole discretion, or upon the recommendation of a Director, may grant an accelerated merit pay increase for exceptional job performance. Such merit pay increase shall not be governed by the required service time differential required by subsection

5.2 above. Exceptional job performance merit pay increases shall not exceed ten percent (10%) in any twelve (12) month period. As used herein, the phrase "outstanding job performance" shall mean receiving an "outstanding" rating on his/her most recent performance evaluation, such performance evaluation which is current.

5.5 The City shall retain its flexibility to hire employees with exceptional skills or qualifications at a pay rate above Step A.

SECTION 6. ALLOWANCE FOR MILEAGE:

6.1 The City shall reimburse Unit members for use of their personal automobile for official City business at the current IRS rate as adjusted from time to time, plus any parking fees or tolls associated with City business.

6.2 Reimbursement for mileage and related fees shall be made through submission of a petty cash reimbursement form and mileage reimbursement form to the City Treasurer's office. Such reimbursements may not exceed seventy-five dollars ($75.00). Reimbursements exceeding seventy-five dollars ($75.00) must be reimbursed through the City's demand register process.

6.3 Reimbursement requests must be filed within the time frame required by SMP No. 3.18 or any SMP which may be subsequently adopted.

SECTION 7. ALLOWANCE FOR UNIFORMS:

The City shall, in its sole discretion, determine eligibility standards for uniforms.

SECTION 8. ALLOWANCE FOR SAFETY SHOES:

Unit members including, but not limited to, the Building Maintenance Supervisor, Code Compliance Supervisor, Construction Inspection Supervisor, Custodial Supervisor, Events Supervisor, Parks Maintenance Supervisor, Public Works Maintenance Supervisor, Public Works Maintenance-Tree Maintenance Supervisor, Warehouse Supervisor, Public Works Program Administrator, Emergency Preparedness Analyst, Senior Planner, Associate Planner, and Assistant shall receive a safety shoe allowance of one hundred seventy-five dollars ($175) each fiscal year and will be solely responsible to ensure safety shoes are purchased on a timely basis and worn daily during the course of work. In addition, employees who, in the course of their work, enter environments that are safety sensitive (i.e. construction sites, crawl spaces, etc.) will be provided a safety shoe reimbursement up to one hundred and seventy-five dollars ($175). These positions include but are not limited to: Senior Planner, Associate Planner, Assistant Planner, Associate Civil Engineer, Civil Engineering Assistant, Senior Civil Engineer, Senior Engineering Technician, Storm Water Engineer and Public Safety Supervisor.

SECTION 9. COMPENSATION FOR OFF WORK COMMUNICATIONS CALLS:

9.1 Non-exempt Unit members receiving or initiating work-related communications during off work time as part of their regular duties shall be compensated for such calls at the rate of one-half (.5) hour pay. If an individual call or group of calls exceed one-half (.5) hours' time, the compensation will be rounded up to the next one-half (.5) hour increment.

9.2 Unit members shall submit the request for this compensation through the City's timekeeping process/system with the department director's confirmation and approval. The Unit member's approved timesheet or overtime requisition serve as an affidavit of the communication.

SECTION 10. OVERTIME COMPENSATION:

Except for exempt Unit members, the City shall provide Unit members with overtime compensation subject to the Fair Labor Standards Act and the following conditions:

10.1 Unit members shall receive either pay, calculated at one and one-half (1.5) times their prevailing pay rate, or compensatory leave credited at one and one-half (1.5) hours, for each hour of overtime worked. Directors shall have the exclusive authority to schedule and authorize overtime work and the City shall not compensate Unit members for unauthorized overtime work. The choice between overtime pay or compensatory time will generally be allowed to be made at the discretion of the Unit member unless, with reasonable notice, the City determines that the Unit member must receive compensatory time, or unless not otherwise allowed by the Fair Labor Standards Act, as determined by the City.

10.2 Except as otherwise provided, overtime work shall be:

a. Work performed in excess of forty (40) hours in a workweek.

b. Work performed on the first, second or third scheduled days of rest.

10.3 For purposes of determining a Unit member's eligibility for overtime compensation only, authorized paid leave shall be considered as hours of work.

10.4 The first quarter hour of the first overtime hour shall not be considered overtime work unless the Unit member works more than a quarter hour of overtime.

10.5 When the City Manager or a Director decides that an emergency exists and requires that Unit members work more than four (4) hours between midnight and 8:00 a.m., such Unit member shall receive, at the discretion of the City Manager or Director, either overtime pay calculated at two and one-half (2.5) times their prevailing pay rate, or compensatory leave, credited at two and one-half (2.5) hours, for each hour of emergency work. When the City Manager or Director requires that a Unit member work more than eight (8) hours during an emergency, such Unit members shall not return to work for at least eight (8) hours following the completion of their emergency work. This section does not apply to hours worked between midnight and 8:00 a.m. if the hours worked are due to a schedule change during a declared state of emergency lasting more than twenty-four (24) hours.

10.6 Non-exempt Unit members called in to work at a time other than their scheduled shift or who are called in to work from standby status shall receive overtime compensation for a minimum of three (3) hours regardless of the number of hours actually worked, except that if a Unit member does not report for work within sixty (60) minutes after being called in, such Unit member shall not be entitled to the three (3) hour minimum compensation, but shall be compensated only for the time actually worked.

10.7 When in a declared state of emergency it becomes necessary to schedule Unit members on twelve (12) hour shifts, they shall receive either pay, calculated at one and one-half (1.5) times their prevailing pay rate, or compensatory leave, credited at one and one-half (1.5) hours for each hour of work performed.

10.8 Unit members shall not be required to shift working hours to avoid receiving overtime or compensatory leave, except as it relates to voluntary attendance at conferences, conventions, or other training classes or workshops.

10.9 Overtime for hours in excess of eight (8) or ten (10) hours in a day shall be paid to all Unit members, including exempt Unit members, who incur overtime hours related to the absentee voter process during the conduct of municipal elections, provided that the City may submit claims to the State Controller's Office for reimbursement of costs incurred for state-mandated cost programs.

SECTION 11. COURT SUMMONS/SUBPOENA/JURY DUTY:

11.1 Summons and Subpoenas.

a. Any Unit member summoned to provide testimony on behalf of the City, or as a result of the performance of the course and scope of the Unit member's duties, or at the direction of the City Manager, City Attorney or any Director, in any municipal, superior or federal court proceeding, in any administrative proceeding before any local, federal or state agency, board or commission, or in any arbitration or mediation, shall be paid their prevailing pay rate during such court service. To the extent that the Unit member is called by someone other than the City, the Unit member shall make the necessary arrangements to be on call for testimony.

b. Unit members that are to be called as witnesses at the proceedings listed above shall make arrangements to be placed "on call" with at least two-hour notice of the need for their attendance.

c. Any Unit member appearing to provide testimony on behalf of himself/herself, in any municipal, superior or federal court proceeding, in any administrative proceeding before any local, federal or state agency, board or commission, or in any arbitration or mediation, shall be required to use approved accrued leave time, or shall take time off as approved leave without pay.

d. Unless the absence due to a court appearance severally interferes with department operations, the Director will not unreasonably deny requests for approved leave for the purposes described in "b" above.

e. Unit members shall be compensated if reporting for duty on a Friday under this section.

11.2 Jury Duty.

Pay for jury duty shall be limited to ten (10) working days in any one calendar year. Payment for jury duty shall be limited to those workdays, or portions of workdays, which fall during the Unit member's

regular work schedule, and shall not exceed forty (40) hours in any work week. Unit members shall be compensated if reporting for duty on a Friday under this section.

SECTION 12. HOLIDAY COMPENSATION:

Full time non-exempt Unit members shall be allowed time off with pay at the Unit member's straight time hourly rate for any holiday provided in this MOU unless required by the Department Director to work in order to maintain City services. Unit Members required to work shall also be paid according to Article III, Section 10 [Overtime Compensation] and/or Article IV. Section 11 [Holiday Leave], as applicable.

Non-exempt Unit members required to work on a holiday shall receive, at the discretion of the Department Director, either pay, calculated at two and one-half (2.5) times their regular rate of pay, or compensatory leave, credited at two and one-half (2.5) hours for each hour worked on the holiday.

SECTION 13. BILINGUAL USAGE PAY:

13.1 The Human Resources Director may authorize compensation to a Unit member for using bilingual skills during the course of work upon receipt of a written justification from the Unit member's Director.

13.2 Unit members required to use bilingual skills during the course of work may petition for bilingual usage pay by submitting written justification, approved by the Unit member's Director, to the Human Resources Director.

13.3 Bilingual usage pay shall be one hundred dollars ($100.00) per month.

13.4 The City may, at its discretion, test Unit members for proficiency in a second language in order for such Unit members to receive bilingual usage pay.

13.5 No Unit member may qualify for more than one "second" language or more than one bilingual usage pay at any given time.

SECTION 14. ANNUAL PROFESSIONAL DEVELOPMENT ALLOWANCE:

The City agrees to provide Unit members with professional development pay, payable in the first quarter of the fiscal year, as an allowance towards expenditures for professional development in the following amounts:

Professional and Supervisory Unit Members – seven hundred dollars ($700.00) (Education Reimbursement is provided in lieu of increasing the Professional development pay).

Compensation is retroactive to July 1, 2025.

Professional development expenditures may include: costs incurred for job-related classes or seminars not paid for by the City; computer equipment and job-related software, books, reference publications or other educational materials; professional membership or association fees; or any other expenses which promote the professional development of the Unit member and promote the best interests of the City.

SECTION 15. PAYCHECK DISTRIBUTION:

15.1 Payday shall be bi-weekly on Thursday. In the event the City determines to change the method of paycheck distribution, the Unit will be advised thirty (30) working days in advance.

15.2 Payment distribution shall be through mandatory direct bank deposits except for Unit members who cannot obtain a checking or savings account. Proof and/or verification of inability to open a savings or checking account must be presented to the Human Resources Director and the Finance Director to be granted exception.

15.3 The City does not permit payroll check advances.

SECTION 16. OVERPAYMENT REMEDY:

Unit members covered herein shall reimburse the City for any overpayment of wages or benefits. Unit members shall notify the City within three (3) working days of any such overpayment. Said reimbursement shall not be required until the City notifies the affected Unit member in writing. Reimbursement may be accomplished by lump-sum deduction made on the next subsequent Unit member payroll check following overpayment notification, or by other reasonable repayment method acceptable to the Unit member and the City, except that the lump-sum deduction shall be required if the next subsequent Unit member payroll check is the final or termination check issued to the affected Unit member. Human Resources shall not unreasonably withhold approval of payroll deductions to recover the overpayment. Failure by the City to timely notify any Unit member of an overpayment, does not waive the City's right to repayment. To align with Government Code Section 19838 that governs state agencies and are used by local agencies as best practices, the City will agree that the statute of limitations to recover overpayments is three (3) years from the date of overpayment. If an overpayment is discovered, the employee will be notified in writing of the overpayment amount and provided details of how the amount was calculated. After notification, the employee will be given the option to arrange a reasonable repayment plan, based on factors such as size of overpayment and the employees' financial situation.

SECTION 17. ATTAINMENT OF PROFESSIONAL ENGINEER REGISTRATION:

Unit members in the Civil Engineering Assistant classification who attain registration as a California Professional Engineer shall be promoted to Associate Civil Engineer. A Unit member appointed to Associate Civil Engineer shall be paid at a rate that provides at least a five percent (5%) increase. Such appointment shall require completion of a six (6) month probationary period and verification of registration as a Professional Engineer.

SECTION 18. REDEMPTION OF ACCUMULATED LEAVE:

Unit members covered by this MOU may redeem up to one hundred and eighty (180) hours of any accumulated leave in each fiscal year. The redemption shall be subject to the following conditions:

18.1 Sick leave will be paid at a rate of one (1) hour of pay for each two (2) hours of sick leave redeemed.

18.2 All other types of leave will be paid at the rate of one (1) hour of pay for each hour of leave redeemed.

18.3 In no event shall a Unit member receive pay for more than one hundred and eighty (180) ~~(120)~~ hours in a fiscal year, under the terms of this Section.

SECTION 19. SICK LEAVE INCENTIVE PLAN:

19.1 Each eligible Unit member who has used fifty (50) hours or less of sick leave during the preceding calendar year may elect to receive pay for 50% of the sick leave earned (at one hour pay for one hour converted) during the preceding calendar year, less the amount of sick leave used during the same period. At the Unit member's election, the payment for unused sick leave may be converted to equivalent annual leave.

19.2 The Unit member shall indicate election by written request to the Finance Director on the City leave request form on or before January 15 of the succeeding calendar year. Payment for unused sick leave or the posting of annual leave shall be done on or before February 15 of each succeeding year as indicated above.

19.3 When a Unit member elects to receive payment in cash or annual leave, such Unit member's sick leave balance shall be reduced by the amount paid off in cash or converted to annual leave credit. Sick leave not converted as provided herein to cash or annual leave will accumulate as sick leave credit.

19.4 To be eligible for this provision, a Unit member must have been a full-time regular City employee for two full years prior to the calendar year during which the sick leave to be so converted is earned. The Unit member must have minimum of two hundred forty (240) hours of sick leave credits on December 31 of each year in order to qualify for the conversion benefit.

SECTION 20. CLASS A/B LICENSE PAY (APPLIES TO SUPERVISORS ONLY):

20.1 The City agrees to pay Unit members who are required to possess and use a Class A or B California Driver's License during the course of employment, five percent (5%) of their prevailing pay rate per month. To qualify for such compensation, the Class A or B driver's license must be required to perform the duties of a Unit member's assigned classification.

20.2 Unit members required to operate vehicles that require the possession of a Class A or B driver's license shall be enrolled in the City's Federally mandated random drug testing program.

20.3 License fee for Class A and B driver's licenses shall be paid by the City.

20.4 The City shall pay the cost of the medical exam of those Unit members that possess a Class A and B Driver's License, if the Class A and B Driver's License is not a requirement of the job, but the Unit member is using it to perform work-related duties.

SECTION 21. SPECIAL COMPENSATION FOR CERTIFICATES/LICENSES

21.1 The Human Resources Director may authorize five percent (5%) additional compensation to Unit members who possess specialized licenses or certifications that are not required of their classification but are recognized and used by the City to provide needed services.

21.2 In order for the Unit member to qualify for the Special Compensation, the department will provide Human Resources with a written justification for the use of a Unit member's licenses or certifications in providing City services.

21.3 Unit members receiving special compensation shall submit copies of current valid licenses or certifications to Human Resources for verification and inclusion in their personnel files.

21.4 Unit members who are classified as supervisors and professionals shall get the benefit of this section.

SECTION 22. EDUCATION/TUITION REIMBURSEMENT

City will reimburse a Unit member 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 Unit member'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 Unit member 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 Unit member's supervisor and Department Director may make reasonable efforts to adjust work schedules to accommodate the scheduling conflict.

A Unit member 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 Unit members 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

Unit members 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 any time and at the City Council's discretion, without requirement for meet and confer. Should the City Council decide to revoke or suspend the program, Unit members currently enrolled in course work will be permitted to complete and submit reimbursement requests for the current active term (quarter or semester).

SECTION 23. STAND-BY PAY

If a non-exempt employee is asked by management to be on a stand-by status, the employee may decline to be on stand-by without any adverse employment action, discipline, or retaliation taken against them.

ARTICLE IV
LEAVES

SECTION 1. ANNUAL LEAVE:

The City shall provide Unit members with annual leave subject to the following conditions:

1.1 Annual leave is a period of approved absence with pay from regularly scheduled work which is not properly chargeable to some other category of leave.

1.2 The City Manager or the Unit member's Director has the exclusive authority to approve the use of annual leave. Unless the Unit member's use of annual leave interferes with work group operations, the City Manager or Director shall permit annual leave to be used at the Unit member's discretion.

1.3 Unit members shall be credited with annual leave at the following accrual rates:

1. Thirteen and thirty-three hundredths (13.33) hours for each month of service or major portion thereof from date of appointment to fifth (5th) anniversary date (0-5 yrs.);

2. Fifteen and thirty-three hundredths (15.33) hours for each month of service or major portion thereof upon fifth (5th) anniversary date to tenth (10th) anniversary date (6-10 yrs.);

3. Eighteen and sixty-six hundredths (18.66) hours for each month of service or major portion thereof upon tenth (10th) anniversary date (11 yrs. +);

4. Ten (10) hours upon twentieth (20th) anniversary date in addition to monthly accrual under Section 1.3.a.3;

5. Twenty (20) hours upon twenty-first (21st) anniversary date in addition to monthly accrual under Section 1.3.a.3;

6. Thirty (30) hours upon twenty-second (22nd) anniversary date in addition to monthly accrual under Section 1.3.a.3;

7. Forty (40) hours upon twenty-third (23rd) anniversary date in addition to monthly accrual under Section 1.3.a.3.

Compensation is retroactive to July 1, 2025.

1.4 Unit members shall not be credited with annual leave for leaves of absence without pay exceeding eighty (80) working hours in any calendar month.

1.5 Unit members may use annual leave only after completing their initial six (6) months of service. Unit members shall not use less than one (1) hour of annual leave at any time.

1.6 Unit members shall not accrue more than seven hundred (700) hours of annual leave. Unit members whose accrual is at or above the cap limit may cash out their annual leave quarterly to maintain the cap limit. Accordingly, the annual cash out maximum is 180 hours

1.7 When a Unit member separates from the City service they shall be compensated for any accrued annual leave, calculated using the Unit member's prevailing pay rate, plus longevity pay on the date of separation from City service. Annual leave hours cashed at separation are not eligible for the City's match under the City's deferred compensation program.

SECTION 2. SICK LEAVE:

The City shall provide Unit members with sick leave subject to the following conditions:

2.1 Unit members shall be credited with sick leave at the rate of ten (10) hours of sick leave for each month of service or major portion thereof. Unit members shall not be credited with sick leave during leaves of absence without pay exceeding eighty (80) working hours in any calendar month.

2.2 Unit members failing to satisfactorily complete their probationary period or who resign during their probation period must reimburse the City for utilized sick leave. Sick leave may not be used in increments of less than one-half hour. Unit members may use accrued sick leave only after completing their initial one (1) month of service.

2.3 Unit members may accrue a maximum of one thousand two hundred (1,200) hours of sick leave. The maximum amount of sick leave shall remain seven hundred sixty (760) hours for cash upon separation from the City.

2.4 Unit members may not use sick leave at their discretion, but only in cases of actual sickness, illness, injury or quarantine of the Unit member or actual sickness, illness, injury, or quarantine of the Unit member's immediate family, or for bereavement. Sick leave shall be used for personal or family medical, dental, and optical appointments, and for any other appointments for the purpose of obtaining professional diagnosis and/or examinations for a medical or mental health condition of the Unit member or his/her immediate family. Unit members shall also use any accrued sick leave for leave necessitated as the result of pregnancy disability under California Government Code Section 12945, family medical leave under California Government Code Sections 12945.2 and 12945.3 (the Moore-Brown-Roberti Family Rights Act), 42 U.S.C. Section 2601, et seq. (the federal Family Medical Leave Act),.

2.5 When a Unit member wishes to use accrued sick leave, the Unit member shall notify their Director, or his/her designee, of the intended absence due to sickness, either before, or within one (1) hour after, the time set for beginning the work period, unless the Unit member is incapacitated and physically unable to provide the required notification. Unit members on sick leave shall regularly inform the General Manger, or his/her designee, of their physical condition.

2.6 When a Unit member uses sick leave, the Unit member shall complete and submit a signed leave request form. When a Unit member uses sick leave in excess of three (3) consecutive working days, and there is a pattern of absenteeism, the City may require the Unit member to present upon return to work, a medical certification signed by a physician or licensed medical practitioner verifying the need for such sick leave.

2.7 Unit members shall be paid one-half (½) the value of accrued sick leave up to seven hundred sixty (760) hours, using the Unit member's prevailing pay rate, plus longevity pay upon termination from the City during the duration of this MOU. Sick leave hours cashed at separation are not eligible for the City's match under the City's deferred compensation program.

2.8 The Unit member's Director may only approve the use of other leaves in lieu of sick leave when a Unit member has no sick leave available and the need for such leave is due to a catastrophic illness or injury to the Unit member or his/her immediate family.

2.9 The City will allow a Unit member to donate up to 25% of any combination of their accrued sick and/or annual leave hours, provided the donation leaves the Unit member with at least a combined balance of one hundred (100) hours of sick leave, annual leave and/or compensatory time. These donated hours, as approved by the City, shall accrue directory to the sick leave balance of any designated active Full-Time Unit member of the City. The City shall allow for unused donated sick leave hours to be returned to donors.

SECTION 3. COMPENSATORY LEAVE:

The City shall provide Unit members not exempt from the provisions of the Fair Labor Standards Act with compensatory leave subject to the following conditions:

3.1 Unit members shall not use less than one half (.5) hour of compensatory leave at any time.

3.2 Unit members may accrue a maximum of eighty (80) hours of compensatory leave.

3.3 A Unit member shall request use of compensatory leave in advance by a written notice submitted to their supervisor. Use of compensatory time shall require the prior written approval of Supervisor shall permit compensatory leave to be used at the discretion of the Unit member, unless the Supervisor determines, in his/her sole discretion, that the Unit member's use of compensatory leave on the date and/or times requested interferes with work group operations. A Unit member may combine the use of compensatory leave with other authorized paid leave if approved by the Supervisor as applicable.

3.4 When a Unit member separates from the City service for any reason, the City shall compensate the Unit member for all accrued compensatory leave. The value of accrued compensatory leave shall be calculated using the Unit member's prevailing pay rate, plus longevity pay on the date of separation from City service. Comp time hours cashed at separation are not eligible for the City's match under the City's deferred compensation program.

SECTION 4. ADMINISTRATIVE LEAVE:

The City shall provide exempt Unit members with administrative leave as time off from work, instead of pay or compensatory leave credit for overtime work, subject to the following conditions:

4.1 Unit members who are designated exempt shall be credited with fifteen (15) hours of administrative leave per month. Exempt Unit members may accrue a maximum of one hundred eighty (180) hours of administrative leave.

4.2 Use of administrative leave shall require the prior written approval of the Supervisor The Supervisor shall permit administrative leave to be used at the discretion of the Unit member, unless Supervisor determines that the Unit member's use of administrative leave on the date and/or times requested interferes with work group operations.

4.3 When a Unit member who is exempt separates from the City service for any reason, the City shall compensate the Unit member for all accrued administrative leave. The value of accrued administrative leave shall be calculated using the Unit member's prevailing pay rate, plus longevity pay on the date of his/her separation from City service. Administrative leave hours cashed at separation are not eligible for the City's match under the City's deferred compensation program.

4.4 Unit members shall not be credited with administrative leave hours for leaves of absence without pay exceeding eighty (80) working hours in a calendar month.

SECTION 5. LEAVE OF ABSENCE WITHOUT PAY:

5.1 The City Manager has the exclusive authority to approve a Unit member's request for leave of absence from work without pay. Such leave of absence shall not be approved unless the Unit member provides the City Manager with a written reason for the request. If the City Manager approves such leave of absence for a period of eight (8) working days or less, the Unit member shall not lose any seniority or tenure for such leave of absence. After the expiration of an approved leave of absence without pay, Unit members shall be reassigned to their former classification. A leave of absence without pay will not be granted in excess of one (1) year. Unit member shall be responsible for paying for the cost of his/her benefits from the COBRA effective date.

5.2 The City Manager has the authority to grant or deny a Unit member's request for leave of absence from work without pay, except that the City Manager shall not unreasonably deny a request for unpaid leave due to the medical disability of the Unit member or a member of his/her immediate family. In accordance with federal and/or state laws, the City has the right to grant a Unit member's request for up to twelve (12) weeks of unpaid, job protected leave to eligible Unit members for certain family and medical reasons under the Family and Medical Leave Act of 1993 (FMLA)

5.3 The continuation of City paid benefits period for Unit members on leave without pay for medical reasons shall be 90 days or longer in accordance with FMLA, CFRA, and Pregnancy Disability Leave (PDL). Those Unit members not covered by FMLA, CFRA and/or PDL shall not be eligible for the 90-day continuation of benefits.

SECTION 6. WORKERS' COMPENSATION LEAVE:

The City will provide Unit members with workers compensation coverage and leave in accordance with California workers compensation law.

6.1 Except as otherwise provided, Unit members disabled by bodily injury or sickness in the course and scope of employment shall be paid their regular pay rate for up to seventeen (17) weeks from the date of disability, or until the City's workers compensation administrator terminates workers compensation leave due to payment of a "compromise and release" settlement, a disability and/or service retirement, the Unit member returning to work, or a refusal by the Unit member to return to work following a determination by a physician that the Unit member is no longer temporarily disabled, whichever comes first. In the event of a dispute between the treating physician and another physician as to the Unit member's temporary disability status, such dispute shall be resolved in accordance with applicable California Workers' Compensation laws. During the time the disabled Unit member is receiving the 17 weeks of paid Workers' Comp leave, the Unit member shall continue to accrue annual leave, sick leave, seniority and tenure for purposes of pay adjustments or advancements.

6.2 Unit members who are still disabled after seventeen (17) weeks may apply for long term disability leave and long-term disability benefits in accordance with Article V, Section 4.

6.3 The City shall make all reasonable efforts to provide Unit members with light duty assignments when the Unit member is still disabled after seventeen (17) weeks from the date of disability.

6.4 As used in this Section 6, the term "disabled", or "disability" shall have that meaning set forth in California workers' compensation law.

6.5 If in the opinion of the City, the City's claims administrator, or the Workers Compensation Appeals Board, a Unit member has been found by a physician to be permanently, physically incapable of performing the essential duties of the currently held position, the City may place the Unit member into another vacant position of an equal or lower level. The Unit member must be able to perform the essential duties of that position. Nothing herein shall be construed to prevent such Unit member from applying for and competing for a position of a higher class.

SECTION 7. MILITARY LEAVE:

The City shall grant military leave to Unit members as required in the California Military and Veterans Code Sections 389 through 395.4.

SECTION 8. TIME OFF FOR VOTING:

The City shall provide Unit members with time off for voting subject to the following conditions:

8.1 When a Unit member claims not to have sufficient time outside of working hours to vote at a statewide election, the Unit member may, without loss of pay, and with the approval of the Director, take off up to two (2) working hours, which when added to the voting hours available outside of working hours will enable the Unit member to vote. The Director may not authorize

a Unit member to take off more than two (2) hours from work for voting with pay. The time off authorized for voting shall be only at the beginning or end of a work period, whichever allows the Unit member the most time for voting and the least time off from work.

8.2 If the Unit member knows or has reason to believe that time off for voting shall be necessary on Election Day, the Unit member shall notify the Director, in writing, of that fact at least two (2) workdays in advance.

SECTION 9. LUNCH PERIOD:

An uninterrupted, uncompensated lunch period of no less than thirty (30) minutes or longer than one (1) hour will be afforded to Unit members. The lunch period may not be combined with the rest periods or used to compensate for a late arrival or early departure from work unless approved by the Supervisor.

SECTION 10. REST PERIOD:

The Supervisor shall provide Unit members with a compensated rest period of fifteen (15) minutes for each half work period as determined by standard management procedures. Unit members may not use the rest period to compensate for a late arrival or early departure from work. Rest periods shall have no monetary value and shall be forfeited if not used during the workday.

SECTION 11. HOLIDAY LEAVE:

The City shall provide Unit members with the following fourteen (14) holidays with pay subject to the following conditions:

11.1 January 1st (New Year's Day)
The third Monday in January (Dr. Martin Luther King Jr. Day)
January 30th (Fred T. Korematsu Day)
The third Monday in February (President's Day)
March 8th (International Women's/Rosa Parks Day)
March 31st (Cesar Chavez Day)
The last Monday in May (Memorial Day)
June 19th (Juneteenth)
July 4th (Independence Day)
The first Monday in September (Labor Day)
October 25th (Larry Itliong Day)
November 11th (Veteran's Day)
The fourth Thursday in November (Thanksgiving Day)
December 25th (Christmas)
Every day proclaimed by the President, Governor, or Mayor of this City as a public holiday.

11.2 When any day designated as a holiday fall on a Friday or Saturday, the ten (10) hours of holiday leave will be converted to annual leave and added to the Unit members annual leave balance. When any day designated as a holiday fall on a Sunday, the following Monday shall be observed as the holiday. In order to be paid for a holiday or get the leave conversion, the Unit member must work his or her full regularly scheduled workday immediately before and after the holiday unless the Unit member is absent from any portion or all of his or her

regularly scheduled workday immediately before or after the holiday on authorized paid leave. A Unit member shall not receive pay for a holiday, or receive the leave conversion, if any leave without pay was used by the Unit member on his or her regularly scheduled workday immediately before or after the holiday.

11.3 When any day designated as a holiday fall on the Unit member's regular day off, the Unit member shall have the option to take the workday prior or the workday after the holiday, in observance of the holiday, or have the then (10) hours of holiday leave converted to annual leave and added to the Unit member's annual leave balance.

11.4 In the event that the Mayor or the City Council declares a portion of the day before Christmas (December 24th) or a portion of the day before New Year's Day (December 31st) to be a holiday, the Unit member must use such additional holiday leave when granted, and such leave cannot be accrued. Unit members absent on other paid leave when such additional holiday leave is granted shall not receive compensatory leave or additional pay because of their absence. A Unit member shall not receive holiday pay for this half-day holiday if any leave without pay was used by the Unit member during his or her regularly scheduled workday immediately before or after the half-day holiday.

11.5 All designated holidays shall be compensated for in ten (10) hour increments, for a total of one hundred forty (140) hours annually regardless of a Unit member's work schedule.

11.6 When a Unit member is assigned to a 5/40 or 9/80 work schedule, the one (1) or two (2) hours of excess holiday will be converted to annual leave.

11.7 Should the City abandon the closure of City Hall on Fridays, the day after Thanksgiving will be reinstated as a holiday and holiday hours will be renegotiated to ensure that all Unit members accrue the same number of holiday hours.

SECTION 12. BEREAVEMENT LEAVE:

A Unit member will be allowed forty (40) hours of paid bereavement leave per occurrence without carryover into the next calendar year in the event of the death of the Unit member's spouse, domestic partner, children, stepchildren, foster children, parent, stepparent, brother, sister, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, sons-in-law, or daughters-in-law.

ARTICLE V

INSURANCE AND RETIREMENT BENEFITS

SECTION 1. HEALTH INSURANCE PREMIUM:

1.1 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 Unit member and eligible dependents.

1.2 The cafeteria cap for the use of excess monies shall be two hundred dollars ($200.00) per month for all Unit members regardless of the number of dependents.

1.3 Unit members shall have the right to use monies remaining from the sums provided for health insurance to purchase additional term life insurance, vision care and/or long-term care insurance offered by the City.

1.4 Unit members may elect to discontinue or not elect health insurance coverage provided that they submit written proof of equivalent health insurance coverage. Unit members electing to discontinue or not electing health insurance coverage shall receive seventy-five percent (75%) of the lowest 2-party premium, to be put into a City-sponsored deferred compensation plan credited to the Unit member. Unit members currently receiving a higher amount than seventy-five percent (75%) of the lowest 2-party premium shall continue to receive the same amount to be placed into a City sponsored deferred compensation plan credited to the Unit member. Unit members may elect to resume health coverage during any open enrollment period, as a result of any change in status, or any other period of time authorized by the policies and requirements of the City-sponsored health coverage plans.

1.5 Unit members covered by this section shall have their choice of plans provided by the California Public Employees Retirement System (CalPERS), which are available in this service area.

1.6 Spouse and dependent coverage shall continue to be available as provided through CalPERS. A Unit member's spouse and dependent children under age twenty-six (26), as well as children over age twenty-six (26) who are incapable of supporting themselves due to physical or mental disabilities existing prior to obtaining age twenty-six (26) are currently eligible to be enrolled in the CalPERS health plans. This section will be in effect for the duration of this MOU, subject to any contract changes by CalPERS.

1.7 For employees: Eligible retired Unit members shall be covered by the health insurance provided by the City according to the rules established by CalPERS. For Unit members hired prior to January 1, 2014, the effective date of Assembly Bill No. 1144 providing for a postretirement health insurance vesting schedule, the City shall pay the monthly health insurance premium for eligible retired Unit members' health insurance in the same monthly amount as provided for active full-time Unit members for the term of this MOU. For Unit members hired on or after January 1, 2014, the City shall pay a monthly health insurance premium for eligible retired Unit members' health insurance in accordance with the following schedule:

Full-Time service with Carson at time of retirement	% of difference between the required minimum contribution and the amount the City pays for active Unit members
0 – 4.99 years	0%
5 years	50%
6 years	60%
7 years	70%
8 years	80%
9 years	90%
10 years	100%

SECTION 2. DENTAL INSURANCE PREMIUM:

2.1 The City shall pay up to, but not exceed, the amount of eighty-seven dollars ($87.00) per month for dental insurance provided by the City for each Unit member and his/her eligible dependents.

2.2 Unit members may elect to discontinue or not enroll in the dental insurance program provided that they submit written proof of equivalent coverage. Unit members electing to discontinue or not enroll in the dental insurance program shall receive sixty-five (65%) or fifty-six dollars and fifty-five cents ($56.55) to be placed into a City-sponsored deferred compensation plan credited to the Unit member. Unit members may elect to resume dental coverage during any open enrollment period, as a result of any change in status, or any other period of time authorized by the policies and requirements of the City-sponsored dental coverage plans.

SECTION 3. LIFE INSURANCE COVERAGE:

The City agrees to provide each full-time Unit member with term life insurance coverage of not less than one hundred thousand ($100,000.00), subject to the requirements of the insurance carrier. A Unit member shall have the right to purchase supplemental term life insurance, up to the appropriate limit, using monies remaining from the monthly sum originally provided by the City for the Unit member's health insurance. The City shall continue to offer additional life insurance programs already offered for Unit member purchase.

SECTION 4. SHORT TERM AND LONG-TERM DISABILITY INSURANCE PROGRAM:

4.1 The City shall provide long term disability insurance (or "LTD") benefits for each full-time Unit member ("covered Unit member") under the terms, requirements and conditions set forth in the policy underwritten by a licensed insurance company contracted by the City. The City reserves the right to change the LTD carrier and/or LTD benefits provided, on such terms as the City determines are in its best interest, after meeting and consulting with the bargaining units.

4.2 The City shall provide short term disability insurance (or "STD") benefits for each covered Unit member solely to provide the benefit during the 90-day LTD benefit waiting period, the City shall provide a STD insurance plan for each covered Unit member under the terms, requirements and conditions compatible with the City's LTD benefit plan. Nothing herein shall bind the City to provide STD insurance coverage if the City chooses to implement a self-insured STD program.

4.3 After a maximum of a 90-day waiting period:

a. A covered Unit member who has been employed with the City for five (5) or more years, and who is disabled from his or her own occupation, shall be entitled to sixty-six and two-thirds percent (66⅔%) of his or her prevailing pay rate to a maximum pay rate of seven thousand five hundred dollars ($7,500.00) per month at the commencement of disability leave up to age sixty-five (65); and

b. A covered Unit member who has been employed with the City for fewer than five (5) years and who is disabled from his or her own occupation shall be entitled to sixty-six and two-thirds percent (66⅔%) of his or her prevailing pay rate to a maximum pay

rate of seven thousand five hundred dollars ($7,500.00) per month at the commencement of disability leave for twenty-four (24) months. A covered Unit member who has been employed with the City for fewer than five (5) years and who is disabled from all occupations shall be entitled to sixty-six and two-thirds percent (66⅔%) of his/her prevailing pay rate to a maximum pay rate of seven thousand five hundred dollars ($7,500.00) per month at the commencement of disability leave up to age sixty-five (65).

c. There shall be no reduction of LTD or STD benefits for a workers' compensation permanent disability award. In no case shall a Unit member on workers' compensation receive short-term or long-term disability benefits and worker's compensation salary continuation or temporary disability benefits simultaneously.

d. There shall be no exclusion for "soft tissue injuries", including but not limited to musculoskeletal and connective tissue disorders, strains, and sprains of the cervical, thoracic and lumbosacral spine.

e. The only allowable offsets are those listed in the LTD and STD policies.

4.4 The provision of the LTD Plan and the STD Plan is conditioned upon the following:

a. The continued availability of insurance coverage for LTD and/or STD at a comparable cost as set forth in the LTD and STD policies, subject only to increases in premium not to exceed applicable increases in the consumer price index for each year for the LTD and STD Plans underwritten by the existing carrier or other insurance carrier.

b. Eligibility for and administration of benefits under the STD Plan and the LTD Plan and including the determination whether a covered Unit member is disabled from his or her own occupation, shall be determined by the insurance carrier, not by the City.

4.5 For injuries and other disabilities covered under California workers compensation laws, Unit members shall be paid their regular pay rate for up to seventeen (17) weeks from the date of such disability ("workers compensation leave") or until the City's workers compensation administrator terminates workers compensation leave either due to payment of a "compromise and release" settlement, a disability and/or service retirement, the Unit member returns to work, or a refusal by the Unit member to return to work following a determination by a physician that the Unit member is no longer temporarily disabled, whichever comes first. In the event of a dispute between the treating physician and another physician as to the Unit member's temporary disability status, such dispute shall be resolved in accordance with applicable California Workers' Compensation laws. If a Unit member is approved for workers' compensation leave, the Unit member shall not be eligible for STD or LTD benefits during the period of such workers' compensation leave. LTD eligibility for Unit members who are still disabled after seventeen (17) weeks shall be determined by the terms of the LTD insurance plan described in section 4.1, above.

4.6 While on short term or long-term disability, Unit members may use sick leave, comp time, administrative leave or annual leave, in the order specified herein, to equal 100% of the Unit member's regular salary in conjunction with the disability benefit payment.

SECTION 5. CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS):

5.1 For those Unit members hired before the effective date of the CalPERS contract amendment providing for a tiered retirement benefit, the City shall include Unit members in the CalPERS "3% at 60" Plan with the following optional public agency contract provisions:

a. The optional contract provision relating to one (1) year final compensation (12 highest paid consecutive months);

b. The optional contract provision relating to military service credit as public service;

c. The optional contract provision relating to the 1959 Survivors Program at the level four benefits;

d. The optional contract provision relating to two years additional service credit;

e. The optional contract provision relating to the Pre-Retirement Option 2W Death Benefit;

f. The optional contract provision relating to the ability to purchase part-time service credit, but solely at Unit member's own cost.

5.2 Unit members shall pay the full percentage of the member contributions.

5.3 For those Unit members hired on or after the effective date of the CalPERS contract amendment providing (May 6, 2011) for a tiered retirement benefit, and defined by Assembly Bill 340 – Pension Reform as "Classic Members", the City shall include such Unit members in the CalPERS "2% at 55" Plan with the following optional public agency contract provisions:

a. The optional contract provision relating to one (1) year final compensation (12 highest paid consecutive months);

b. The optional contract provision relating to military service credit as public service;

c. The optional contract provision relating to the 1959 Survivors Program at the level four benefits;

d. The optional contract provision relating to two years additional service credit;

e. The optional contract provision relating to the Pre-Retirement Option 2W Death Benefit;

f. The optional contract provision relating to the ability to purchase part-time service credit, but solely at Unit member's own cost.

5.4 Unit members shall pay the full percentage of the member contribution.

5.5 For those Unit members hired on or after January 1, 2013, defined by Assembly Bill 340 – Pension Reform, as "New Members", the City shall include such Unit members in the CalPERS "2% at 62" Plan with a three-year final compensation period, and with the following optional contract provisions:

a. The optional contract provision relating to military service credit as public service;

b. The optional contract provision relating to the 1959 Survivors Program at the level four benefits;

c. The optional contract provision relating to two years additional service credit;

d. The optional contract provision relating to the Pre-Retirement Option 2W Death Benefit;

e. The optional contract provision relating to the ability to purchase part-time service credit, but solely at the Unit member's own cost.

5.6 "New Members" shall pay the full percentage of the member contributions.

SECTION 6. DEFERRED COMPENSATION PROGRAM:

The City will continue to match a Unit member's annual contributions to their deferred compensation account, dollar for dollar, as follows:

a. Professional Association Unit members: One thousand two hundred dollars ($1,200.00) per calendar year.

b. Supervisors Association Unit members: One thousand seven hundred dollars ($1,700.00) per calendar year.

Funds shall be electronically transferred each payday. Compensation is retroactive to July 1, 2025.

SECTION 7. VISION CARE PROGRAM:

The City will sponsor a vision care program. Unit members may purchase vision care through a payroll deduction from wages and/or with money remaining from the monthly sum provided for health insurance.

SECTION 8. SECTION 125 PLAN:

The City shall provide a Section 125 Tax Code plan in order to allow Unit member to deduct excess insurance premiums, unreimbursed medical expenses, and child care payments before taxes.

ARTICLE VI
SAFETY

SECTION 1. SAFETY RESPONSIBILITIES:

1.1 The City shall make a good faith effort to provide and maintain a safe and healthful place of employment.

1.2 Unit members shall perform their assigned duties safely using the practices, means, methods, operations, and processes prescribed by any law, occupational safety or health standards, safety orders, or safety rules and regulations. Unit members shall report any unsafe practices, equipment or hazardous conditions promptly to their immediate supervisor.

1.3 The City shall not require nor permit any Unit member to go to or be in any employment or place of employment not reasonably safe and healthful.

1.4 The City shall not discipline any Unit member for refusing to perform tasks in the performance of which any law, occupational safety or health standard, or safety order would be violated; if such violation would create a real and substantial risk of harm to the Unit member.

SECTION 2. SAFETY DEVICES AND SAFEGUARDS:

The City shall furnish, and the Unit member shall use, safety devices and safeguards. The City shall adopt and use practices, means, methods, operations and processes which are reasonably adequate to render City employment safe and healthful.

SECTION 3. SAFETY COMMITTEE:

The City and the Unit shall jointly participate in an advisory safety committee. The safety committee membership shall include at least one (1) Unit representative. The safety committee shall make good faith efforts in an advisory capacity to provide and maintain a safe and healthful place of employment. The safety committee shall meet on a monthly basis or other agreed schedule.

SECTION 4. USE OF VETERANS PARK SPORTS COMPLEX:

All Unit members and their families shall be entitled to use all facilities and programs at Veterans Sports Complex at the rates below:

Unit member – one hundred dollars ($100.00) per year

Unit member and family – one hundred fifty ($150.00) per year

Unit members who renew memberships shall receive the same percentage discount on the above prices as the general public receives at time of renewal. For purposes of this section, family shall mean those family members eligible for coverage under the CalPERS Health Insurance program provided by the City.

ARTICLE VII
CITY RIGHTS

SECTION 1. EXCLUSIVE CITY RIGHTS AND AUTHORITY:

The City retains the exclusive right to manage and direct the performance of City services and the work force performing such services. The following matters shall not be subject to the meet and confer process but shall be within the exclusive authority of the City.

The consideration of the merits, necessity, or organization of any service or activity conducted by the City shall include but not be limited to the City's right to:

a. Determine issues of public policy;

b. Determine and change the facilities, methods, means, and personnel by which City operations are to be conducted;

c. Expand or diminish services;

d. Determine and change the number of locations, relocations, and types of operations and the processes and materials to be employed in carrying out all City functions, including but not limited to the right to contract out any work or operation;

e. Determine the size and composition of the work force, to assign work to employees in accordance with requirements as determined by the City, and to establish and change work assignments;

f. Determine job classifications;

g. Appoint, transfer, promote, demote, and lay off Unit members for lack of work or other appropriate reasons;

h. Initiate disciplinary action for just cause;

i. Determine policies, procedures and standards for selection, training and promotion of employees;

j. Establish Unit member performance standards, including but not limited to quality and quantity standards;

k. Maintain the efficiency of governmental operations;

l. Exercise complete control and discretion over its organization and the technology of performing its work and services;

m. Establish reasonable work and safety rules and regulations in order to maintain the efficiency and economy desirable in the performance of City services; and,

n. Determine any and all necessary actions to carry out its mission in emergencies.

The exclusive decision-making authority of the City and management on matters involving the City rights and authority shall not be in any way, directly or indirectly, be subject to the grievance procedure. Unit members may grieve the impact of the exercise of exclusive City rights and authority that directly relate to matters within the scope of representation.

SECTION 2. CONCERTED REFUSAL TO WORK:

2.1 If a Unit member engages in or induces other Unit members to engage in any unlawful strike, work stoppage, slowdown, sick-in, or other concerted refusal to work in violation of the law

or any valid court order, such Unit member may be subject to disciplinary action, up to and including discharge, subject to applicable laws and procedures.

2.2 In the event the Unit engages in, encourages, or condones in any manner any unlawful strike, work stoppage, slowdown, sick-in, or other concerted refusal to work in violation of the law, or any valid court order, the City, in addition to any other lawful remedies available to it, may seek appropriate legal relief. However, the City shall not suspend recognition of the Unit or withdraw its rights under this agreement without due process and negotiation in compliance with the MMBA.

2.3 The City shall not lock out Unit members.

SECTION 3. FURLOUGHS:

City maintains the right to furlough employees during the term of this MOU if the City Council formally declares as "fiscal emergency". Notice to, and meet and confer with, the Unit is still required before taking any action.

ARTICLE VIII
UNION RIGHTS AND SECURITY

SECTION 1. AGENCY SHOP:

1.1 Association Dues/Service Fees:

a. The City shall provide any newly hired Professional and Supervisors Unit members , with an authorization notice advising them that agency shop for the Association has been implemented pursuant to vote of the bargaining unit's members in accordance with state law, that said agency shop is covered by an agreement between the City and the Association, and that all Unit members subject to that agreement must either join the Association, pay a service fee to the Association, or execute a written declaration claiming a religious exemption from this requirement. Such notice shall include a form for the Unit member's signature authorizing a payroll deduction of Association dues, a service fee or a charitable contribution equal to the service fee. Such service fee shall be established by the Association, and shall not exceed the standard initiation fee, periodic dues and general assessments of the Association. Said Unit members shall have fourteen (14) calendar days from the date they receive the form to fully execute it and return it to the City's human resources division.

b. If the form is not completed properly or returned within fourteen (14) calendar days, the City shall commence and continue a payroll deduction of service fees from the regular biweekly paychecks of such Unit member. The effective date of Association dues, service fee, or charitable contribution shall begin no later than the beginning of the first pay period commencing fourteen (14) calendar days after receipt of the authorization form by the Unit member.

c. The Unit member's earnings must be sufficient after the other legal and required deductions are made to cover the amount of the dues or fees authorized. When a Unit member is in a non-pay status for an entire pay period, no withholding will be made

to cover the pay period from future earnings. In the case of a Unit member in a non-pay status only during part of the pay period, whose salary is not sufficient to cover the full withholding, no deduction shall be made. In the case of a Unit member who is receiving catastrophic leave benefits during a pay period, no deduction shall be made. In addition to the above, all other legal and required deductions (including health care and insurance deductions) have priority over Association dues and service fees.

1.2 Religious Exemption:

a. Any Unit member who is a member of a bona fide religion, body or sect that has historically held conscientious objections to joining or financially supporting public employee organizations, upon presentation to the City of active membership in such religion, body, or sect, shall not be required to join or financially support any public employee organization as a condition of employment pursuant to Government Code section 3502.5(c). The Unit member may be required, in lieu of periodic dues, initiation fees or agency shop fees, to pay sums equal to the dues, initiation fees or agency shop fees to a nonreligious, nonlabor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, chosen by the Unit member from a list of at least three of these funds, designated in a memorandum of understanding between the City and the Association, or if the memorandum of understanding fails to designate the funds, then to any such fund chosen by the Unit member. In instances where a Unit member makes direct payment to a nonreligious, nonlabor charitable fund, the Unit member shall provide proof of the payment on a monthly basis to the City as a condition of continued exemption from the requirement of financial support to the Association.

b. Declarations of or applications for religious exemption and any other supporting documentation shall be forwarded to the Association within fourteen (14) calendar days of receipt by the City. The Association shall then have fourteen (14) calendar days after receipt of a request for religious exemption to challenge any exemption granted by the City. If challenged, the deduction to the charity of the Unit member's choice shall commence but shall be held in escrow pending resolution of the challenge through means of a meeting between the Association representatives and City Manager, with the City Manager making the final determination.

Charitable contributions shall be made by regular payroll deductions unless otherwise provided for in subsection (1) above.

c. The Association has selected the following three nonreligious, nonlabor charitable funds exempt from taxation under Section 501(c)(3) of the Internal Revenue Code from which the Unit member establishing religious exemption may choose: The Boys & Girls Club of Carson, Charlotte's House and the Child Guidance Center. This list may change from time to time, but only upon written notice and agreement by both parties.

1.3 Rescission:

a. The agency shop provision in this Agreement may be rescinded by a simple majority of votes cast by eligible bargaining unit members provided that:

(1) A request for such a "rescission vote" is supported by a petition containing the signatures at least thirty (30) percent of the Unit members in the bargaining unit;

(2) The vote is by secret ballot; and

(3) The vote may be taken only once per City fiscal year. (If a "rescission vote" is requested, conducted and results in rescission of agency shop, then the Association agrees not to request, petition for, negotiate for or otherwise seek agency shop for one calendar year from the date of the payroll check covering the pay period in which the agency shop deductions actually cease following a rescission vote.)

1.4 Records:

The Association shall keep an adequate itemized record of its financial transactions and shall make available annually, to the City, and to the employees who are members of the Association, within sixty (60) days after the end of the Association's fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to accuracy by its president and treasurer or corresponding principal officer, or by a certified public accountant.

1.5 Indemnification:

The Association shall indemnify, defend, and hold the City harmless against any liability arising from any claims, demands, or other action relating to the City's compliance with the agency fee obligation, including but not limited to claims relating to any election or vote, improper deductions, and the Association's use of monies collected under these provisions. The City reserves the right to select and direct legal counsel in the case of any challenge to the City's compliance with the agency fee obligation, and the Association agrees to pay any attorney, arbitrator or court fees, costs and expenses related thereto or associated therewith.

SECTION 2. LEGAL COUNSEL:

The City agrees to provide Unit members with legal counsel in accordance with the obligations imposed on public entities by Government Code Sections 825 and 995. The City agrees that Unit members have the right to their own legal representation in all disciplinary actions, but at their own expense.

SECTION 3. RELEASE TIME:

The City shall provide Unit members with release time leave subject to the following conditions:

3.1 Upon advance written notice and unless the Unit member's or designated representative's use of release time interferes with work group operations, the immediate supervisor shall permit

a Unit member and one designated representative to use release time as time off from work with pay in order to prepare a formal grievance or to appeal a disciplinary action.

3.2 The immediate supervisor may approve release time requests for up to one (1) hour for both the Unit member and two (2) designated Union representatives for each formal grievance. The immediate supervisor may approve release time requests for up to two (2) hours for both the Unit member and two (2) designated Union representatives for each pre-disciplinary conference or disciplinary hearing. Additional request for release time to prepare for a formal grievance or to appeal a disciplinary action must be approved in advance by the appointing authority.

3.3 A Unit member's designated representative(s) may use release time to be present at the presentation of a formal grievance, a pre-disciplinary conference or disciplinary hearing.

3.4 Up to 4 representatives and/or officers of the Unit will be permitted to use release time to attend meet and confer sessions. Up to 2 representatives and/or officers of the Unit will be permitted to use release time to attend Personnel Committee meetings or Labor/Management meetings scheduled by the City during work hours. The City shall not be liable for overtime payments for sessions or meetings beyond regular work schedules.

3.5 Release time is not available for external grievance or legal procedures, such as PERB, court hearings, etc.

3.6 Unit representatives shall be permitted monthly paid release time for executive board meetings; such meetings shall not exceed two work hours.

3.7 Unit representatives may request release time from the employer-employee relations officer or a special meeting of Unit representatives or the general membership not otherwise covered in this provision. Such requests shall be in writing stating the reasons for such request.

3.8 Unit members who use release time pursuant to the provisions of this section shall record all such hours on their payroll job ticket each payroll period.

3.9 Release time is to be used to cover labor relations activities that occur during a Unit member's normal work hours. It does not add to a Unit member's normal work schedule nor create any overtime obligation. Any hours expended outside normal work hours shall not count as release time, shall be uncompensated by the City, and are the personal responsibility of the Unit member. However, the City Manager, Assistant City Manager, or the Human Resources Director may pre-authorize overtime for labor relations related purposes.

3.10 Release time is not available for labor relations related administrative or legal proceedings, except that the bargaining unit may have one representative at administrative proceedings who shall be entitled to the use of release time and all represented members that may be called as witnesses at any administrative proceeding shall be entitled to use release time to cover any required attendance at such proceeding that occurs during the Unit member's normally scheduled work hours. Unit members that are to be called as witnesses at such proceedings shall be placed "on call" with at least one-hour notice of the need for their attendance and allowed to use release time for any time spent that occurs during the Unit member's normally

scheduled work hours. Examples of administrative proceedings include, but are not limited to, PERB, EEOC, DFEH, Labor Commissioner, etc.

3.11 Unit members shall be permitted one (1) hour of paid release time per month to attend membership meetings. The bargaining unit will keep sign-in sheets and provide same to Human Resources to prove attendance at the membership meetings.

SECTION 4. CONFERENCE ATTENDANCE:

The City agrees to permit Professional and Supervisory Unit members to attend one work-related professional conference of their choosing during each fiscal year, with the approval of the Unit member's Director, at City expense provided funds are available. The location of the conference must be held within the Western Continental United States and shall be consistent with any Standard Management Procedures (SMP) authorized by the City Manager on attendance at conferences. The conference would be in addition to any conference the Unit member's Director may require the Unit member to attend. The Unit member will receive no additional compensation or consideration if the Unit member chooses not to make use of this opportunity in a given fiscal year.

SECTION 5. FAIR LABOR STANDARDS ACT:

5.1 The Union affirms the City's right and obligation to determine the jobs in the City of Carson that are exempt according to the provisions of the Fair Labor Standards Act.

5.2 The Union agrees that supervisors' classifications and positions represented by the Unit are non-exempt as defined in the Fair Labor Standards Act.

5.3 The Union agrees that the positions marked as exempt in Appendix A are currently defined by the City as exempt in accordance with the Fair Labor Standards Act.

5.4 The Union agrees that these positions determined to be exempt as defined in the Fair Labor Standards Act are exempt from the minimum wage and overtime provisions of the Fair Labor Standards Act and the overtime provisions of the City of Carson Personnel Rules.

SECTION 6. REORGANIZATION OR RECLASSIFICATION:

The City agrees to meet and confer with the Union in the event of any reorganization and/or reclassification impacting on the members of the Union.

SECTION 7. FLEXIBLE WORK SCHEDULES:

The City will work with Unit members to achieve flexibility in work schedules to accommodate special needs in areas such as: childcare, eldercare or education. These accommodations can be made whenever they can be done without causing hardship on the work unit. The allowable work schedule flexibility shall be restricted to those that can be made within the workday, such as: modifying starting or ending time by thirty (30) minutes, and/or reducing the meal period to thirty (30) minutes. Flexibility may also include other modifications which would require the use of leave hours or reductions in pay.

SECTION 8. UNION ACCESS TO NEW EMPLOYEE ORIENTATIONS & INFORMATION:

Pursuant to AB 119, the City agrees to provide, when practical, no less than 10-days' notice in advance of any new employee orientations and provide the Union access to the orientation(s). Orientation refers to any onboarding process, whether in person, online or through other means. Access shall be determined by the Union, which could mean representational attendance or correspondence. The Union shall advise the City reasonably in advance as to the type of access requested. The City agrees to provide such reasonable notice of current employees that have changed position status." (i.e. part-time to full-time, promotional, etc.)

The City agrees, pursuant to AB 119, to provide the Union with the name, job title, department, work location, and work telephone number of newly hired employees within thirty (30) days of the date of hire. The City also agrees to provide the Union with the name, job title, department, work location, work, home and personal cellular telephone numbers, personal email addresses and home address of all bargaining unit employees once a year or upon request as long as the prior request for such information or the provision of such information was at least more than 120 days earlier.

SECTION 9. BULLETIN BOARDS

The City shall furnish adequate, visible and accessible bulletin boards for the Association and Union to post Union-relevant information for bargaining unit members.

SECTION 10. WORK ACCESS

Authorized Association and Union representatives shall be given access to work locations during working hours for the following purposes including but not limited to: processing potential or actual grievances, observing working conditions and posting information on Union bulletins boards.

ARTICLE IX
GRIEVANCE PROCEDURE

SECTION 1. PURPOSE:

The purpose of the Grievance Procedure is to establish channels of communication between Unit members, supervisors, and management. The City encourages any Unit member having a grievance related to his or her working conditions to discuss the matter informally with his or her immediate supervisor without undue delay in order to resolve the issue. The purpose of these preliminary discussions is to settle disagreements fairly, as quickly as possible, and to eliminate problems before they evolve to grievances.

SECTION 2. DEFINITION:

A grievance is a timely written complaint by one or more Unit members concerning the application or interpretation of the provisions of this MOU affecting Unit members' wages, hours, and working conditions.

SECTION 3. GRIEVANCE STEPS:

The grievance procedure shall be used to resolve a Unit member's complaints as defined in Section 2 above. The grievance procedure shall consist of the following "Steps."

Step 1. A Unit member shall have the right to present a grievance, in writing, within five (5) working days of the action or incident causing the grievance. Such grievance shall be provided to the immediate supervisor of the Unit member. All grievances shall state the violation of this MOU, how it affects the Unit member's wages, hours, working conditions or job security, and the Unit member's requested remedy. Within twelve (12) working days of receipt of the grievance, the immediate supervisor shall render a written decision responding to the grievance and return the completed grievance form to the Unit member. Failure of the immediate supervisor to render a written response on the grievance within twelve (12) working days of receipt of the grievance shall constitute a constructive denial of the grievance. If denied, and the Unit member wishes to move the grievance to the next Step in the grievance process, then the Unit member shall move the grievance to the next immediate supervisor within the chain of command, in accordance with Section 3, Step 2 of this Article. The grievance shall be considered resolved and no further review of the subject matter of the grievance shall be permitted under this Article when the Unit member does not seek further review of the grievance within five (5) working days after response to or constructive denial of the grievance by the immediate supervisor.

Step 2. If the immediate supervisor's response does not satisfactorily resolve the complaint, and/or the grievance is denied, then the Unit member and/or the Unit member's designated representative may submit the grievance to the next immediate supervisor within the chain of command, within five (5) working days of the immediate supervisor's actual or constructive decision on the grievance. The next immediate supervisor shall contact and discuss the grievance with the Unit member and/or the Unit member's designated representative and shall discuss the grievance with the Unit member's immediate supervisor. Within ten (10) working days after receipt of the grievance, the next immediate supervisor shall render a written response to the grievance and the completed grievance form shall be returned to the Unit member. Failure of the next immediate supervisor to render a written response on the grievance within ten (10) working days of receipt of the grievance shall constitute a constructive denial of the grievance. If the next immediate supervisor's response does not satisfactorily resolve the complaint, the Unit member and/or Unit member's designated representative may present the grievance to the next succeeding supervisor within the chain of command, within five (5) working days of the next immediate supervisor's response to or constructive denial of the grievance. The grievance shall be considered resolved and no further review of the subject matter of the grievance shall be permitted under this Article when the Unit member does not seek further review of the grievance within five (5) working days after response to or constructive denial of the grievance by the next immediate supervisor. Prior to submitting any grievance to the Director in accordance with Step 3, all Unit members are required to submit their grievance to each next immediate supervisor within the chain of command, and in order of the chain of command, in accordance with the timing requirements and procedures of this Step 2.

Step 3. If the grievance is not satisfactorily resolved through presentation of the complaint to the Unit member's supervisors pursuant to Step 2, and/or the grievance is denied, the Unit member and/or the Unit member's designated representative may thereafter submit the grievance to the Director of his/her work group, within five (5) working days of the last supervisor's

response or constructive denial of the grievance. The Director shall contact and discuss the grievance with the Unit member and/or the Unit member's designated representative and shall discuss the grievance with the Unit member's immediate supervisor and others within the Unit member's chain of command. Within ten (10) working days after receipt of the grievance, the Director shall render a written decision on the grievance and the completed grievance form shall be returned to the Unit member. Failure of the Director to render a written decision on the grievance within ten (10) working days constitutes a constructive denial of the grievance. The grievance shall be considered resolved and no further review of the subject matter of the grievance shall be permitted under this Article when the Unit member does not seek further review of the grievance within five (5) working days after the receipt of the response to or constructive denial of the grievance by the Director.

Step 3a. Before moving a grievance to the City Manager's step, a Unit member may request an advisory mediation session. The cost of mediation will be shared by the City and the Unit on a 50/50 basis, with both parties bearing their own legal costs, including but not limited to attorneys' fees.

Step 4. If the grievance is not satisfactorily resolved through presentation of the complaint to the Unit member's Director pursuant to Step 3, or through advisory mediation pursuant to step 3a, and/or the grievance is denied, the Unit member and/or the Unit member's designated representative may thereafter submit the grievance to a non-involved Director or the Human Resources Department Head in lieu of the City Manager. The hearing officer shall be mutually agreed upon by both parties. When the Unit member presents a grievance to a non-involved Director or the Human Resources Department Head in lieu of the City Manager, the selected person shall discuss the grievance with the Unit member and/or the Unit member's designated representative. The selected person shall also discuss the grievance with the Unit member's immediate supervisor and others within the chain of command, up to and including the Director. Within ten (10) working days after receipt of the grievance, the selected person shall render a written decision on the grievance. Failure of the selected person to render a written response on the grievance within ten (10) working days of receipt of the grievance shall constitute a constructive denial of the grievance. The decision or constructive denial of the selected person shall resolve the grievance and no further review of the subject matter of the grievance shall be permitted within the City's administrative process. Thereafter, the Unit member may consider the administrative procedures completed and sue for redress of the grievance.

SECTION 4. NON-DEPARTMENTAL GRIEVANCES:

Grievances resulting from decisions or actions outside the work group chain-of-command shall be initiated by the Unit member and/or Unit member's representative with the Director of the work group from which the decisions or actions occurred, and will follow the procedures as detailed in Section 3 of this Article.

SECTION 5. EXTENSIONS OF TIME:

Extensions of any of the time limits on the presentation of, or responses to, a grievance as set forth in the grievance procedure may be mutually agreed to by the parties involved with the grievance but must be evidenced in writing by both sides.

SECTION 6. REPRISALS:

The City shall not institute any reprisals against any Unit member or designated representative resulting from the use of the grievance procedure.

SECTION 7. MATTERS EXCLUDED FROM THE GRIEVANCE PROCEDURE:

7.1 Those matters not specifically provided for under the definition in Section 2 above.

7.2 Disputes involving the content of performance reviews arising from the application of the provisions of SMP No. 6.4.

ARTICLE X
APPEAL PROCEDURES

SECTION 1. REQUEST FOR DISCIPLINARY HEARING:

Unit members who have passed probation shall have the right to appeal the imposition of disciplinary action. As used herein, the term "disciplinary action" shall mean discharge, involuntary demotion or suspension of a Unit member, in accordance with the City of Carson Personnel Rules, as such Personnel Rules may be amended from time to time. When a Unit member requests a disciplinary hearing, the request shall be in writing, signed by the Unit member, and presented to the Human Resources Director within ten (10) calendar days after the notification date of the imposition of the disciplinary action. Any such request shall be addressed to the Human Resources Director and shall identify the subject matter of the appeal, the grounds for the appeal, and the relief desired by the Unit member. All disciplinary hearings shall be considered in private unless the Unit member requests, in writing, a public hearing. If the Unit member fails to request a disciplinary hearing within the prescribed time, the Unit member shall have waived the right to a hearing and all rights to further appeal of the disciplinary action.

SECTION 2. SCHEDULING OF DISCIPLINARY HEARING:

The Human Resources Director shall be responsible for scheduling any disciplinary hearing within a reasonable time after the filing of the Unit member's request, considering the availability of a hearing officer and the convenience of the Unit member and witnesses. If the disciplinary action taken by the Unit member's Director is discharge, the parties shall commence proceedings to select a hearing officer under Section 3 within fifteen (15) calendar days after the filing of the Unit member's request, unless a time extension is agreed to in writing by both the City and the affected Unit member and/or his/her representative.

SECTION 3. HEARING OFFICER:

3.1 The appointing authority shall be the hearing officer for disciplinary hearings except for those involving discharge. The appointing authority may designate a Director, as mutually agreed upon by the City and the Unit Union, as the hearing officer for any disciplinary hearing that does not involve discharge.

3.2 In any disciplinary hearing involving discharge, a neutral hearing officer shall be selected from an outside source pursuant to a method mutually agreed upon by the City and the Union,

unless the Unit member and/or his/her representative and the appointing authority mutually agree in writing that the hearing officer may be the City Manager.

3.3 Where a neutral hearing officer is selected from an outside source, the cost for the hearing officer shall be shared equally by the City and the Union.

3.4 The City Manager or his/her designee shall be the final hearing officer on all matters of discharge brought forward by a Unit member without the support or involvement of the Unit member's Unit.

SECTION 4. REPRESENTATION AT DISCIPLINARY HEARING:

4.1 At the disciplinary hearing, the Unit member may appear personally and shall have the right to be represented by counsel and any other person(s) allowed by the hearing officer, but during the disciplinary hearing only one person shall have the right to present the appeal on behalf of the Unit member.

4.2 The Unit member and the City shall each have the right to produce and confront witnesses and to present any relevant oral or documentary evidence.

4.3 Subsections 4.1 and 4.2 are not intended to, and shall not preclude the hearing officer from questioning any witness, or asking any representative or other person present at the hearing, any questions that the hearing officer may deem appropriate and relevant to the subject matter of the appeal.

SECTION 5. BURDEN OF PROOF AND EVIDENCE:

The City shall have the burden of proof and shall be required to prove the charges against the Unit member by a preponderance of the evidence. The disciplinary hearing shall not be conducted according to the technical rules of evidence.

SECTION 6. CONDUCT OF THE DISCIPLINARY HEARING:

The conduct of the disciplinary hearing shall be under the control of the hearing officer with due regard for the rights and privileges of the parties. During the examination of a witness, the hearing officer may exclude from the hearing any and all other witnesses. The hearing officer shall have the power to issue subpoenas to compel the attendance of witnesses or the production of documents.

SECTION 7. HEARING OFFICER'S DECISION:

Within thirty (30) calendar days after the conclusion of the evidentiary and argument portions of the disciplinary hearing, the hearing officer shall issue a written decision containing findings of fact and conclusions of law. The hearing officer shall have the authority to affirm, revoke, or reduce the disciplinary action imposed against the Unit member. The hearing officer's decision constitutes a final resolution of any disciplinary action and no further appeal shall be permitted within the City's administrative process.

ARTICLE XI
LAYOFF

SECTION 1. PREREQUISITE FOR LAYOFF:

If the City Manager determines that a reduction in personnel is necessary for economic reasons, then the order of layoff shall observe the "seniority rule" in putting the reduction into effect. (Government Code § 45100.) It is agreed by the City and the Union that the seniority rule shall mean that when any classification having two or more Unit members is subject to less than a complete lay off, then the Unit members shall be laid off in order of reverse seniority based first upon actual service time in the classification, and in instances where that is equal, then on tenure, defined as cumulative actual City service time.

Reductions in the City's work force for reasons other than solely economic reasons shall continue to observe the layoff order as set forth below in subsections 1.1 through 1.4, and Section 2:

1.1 All temporary, seasonal, and/or recurrent and probationary Unit members have been released from the classification.

1.2 Unit members in the classification have been given an opportunity to seek lateral transfer or voluntarily demote to existing vacant positions, for which they meet minimum qualifications.

1.3 Management will meet and consult with the representative of the Union over alternative courses of action to avoid such layoff.

1.4 Notice of actual layoffs shall be given no less than twenty-eight (28) calendar days before the date of implementation. Such notice shall include:

a. Classification where layoff is to occur;

b. Seniority list by total actual City service in the affected classification; and

c. List of current permanent vacancies in all classifications represented by the Union.

SECTION 2. ORDER OF LAYOFF:

2.1 Layoffs shall occur on the basis of seniority, with the least senior Unit member based on total actual employment in a classification represented by the Union shall be laid off first and any subsequent layoff shall proceed to the next least senior.

2.2 Ties in Seniority – Where the seniority of two (2) Unit members is of the same length, the Unit member with the shorter tenure shall be laid off first.

2.3 Ties in Tenure - Where the actual seniority and tenure of two (2) Unit members are of the same length, tenure shall be decided by the date and time of the employee's submission of job application to the City.

2.4 Title changes and/or amended class specifications for classes with multiple positions will not change or alter the seniority rights of the incumbents in the original classification when subject to layoff, provided such prior classification is the same salary range.

SECTION 3. VOLUNTARY DEMOTION:

A Unit member so laid off may choose voluntary demotion so as to avoid layoff.

3.1 Such voluntary demotion can be to a lower or equal class of previous standing or to a lower or equal class that is vacant provided they meet the minimum qualifications for those positions.

3.2 If the voluntary demotion causes a layoff in the lower or equal class, such layoff shall follow the provisions of this Article.

SECTION 4. RECALL:

Unit members who laterally transfer, take a voluntary demotion or are laid off pursuant to the provisions of this Article, shall have their names entered onto a recall list for the classification of original standing.

4.1 Such a list shall be in inverse order of layoff, lateral transfer or voluntary demotion.

4.2 The recall list shall be kept by Human Resources and shall be used in order when any vacancy for that classification is to be filled.

4.3 The list shall be maintained until all names have been offered an opportunity for recall or at the end of three (3) years, whichever comes first.

4.4 The appointing authority shall offer appointment to the first name on said list. If the individual accepts and he or she shall be appointed after sixty (60) days from the date of layoff, the Unit member may be required to take a medical examination so as to ensure the Unit member is medically and mentally capable of performing duties of the classification. The individual shall still be required to meet the minimum qualifications of the classification.

SECTION 5. SEVERANCE PACKAGE:

The City shall provide laid off Unit members a severance package in exchange for release of all claims as follows:

5.1 Severance pay calculated at thirty (30) hours for each year of service with a minimum benefit of 173.33 hours pay and a maximum benefit of 520 hours pay.

5.2 Medical and dental benefits will be provided through the regular insurance and/or COBRA reimbursement for the time period equivalent to the number of days as the severance pay.

ARTICLE XII
OTHER MATTERS WITHIN THE SCOPE OF REPRESENTATION

SECTION 1. STATUS OF GRANT FUNDED EMPLOYEES:

Full-time, non-general fund Unit members shall be considered City employees and will receive all benefits and rights conferred by this MOU. This includes, but is not limited to, Unit members funded

through the Carson Successor Agency, Carson Housing Authority, Community Development Block Grant, AQMD funds and Proposition A or C funds.

SECTION 2. PROMOTIONAL OPPORTUNITIES:

2.1 The City shall make a good faith effort to promote and transfer from within the City service.

2.2 The City shall recruit for and establish eligibility lists for all vacant budgeted positions, unless they are temporarily frozen by the City Manager. At his/her sole discretion, the City Manager may fill a position by reinstatement or voluntary demotion.

2.3 A Unit member who is rejected during the probationary period shall be reinstated to the position from which he or she had been promoted. A rejected promotional probationary Unit member does not waive their right to appeal within the City's administrative appeal process. A promotional probationary period shall be used for the evaluation of a Unit member in the promotional capacity and can in no way be used to revoke rights or benefits gained by the prior passage of the Unit member's initial probationary period within the City.

SECTION 3. CITY COUNCIL PERSONNEL COMMITTEE:

The City agrees to inform the Unit of any issues going before the City Council Personnel Committee and City Council concerning the Unit. The Unit will be given this information and the right to attend said meetings on release time, limited to one or two members, as appropriate.

SECTION 4. JOB SERIES STUDY:

4.1 The City acknowledges the Job Series and will create advancement criteria for:

a. Assistant Planner/Associate Planner

b. Emergency Management Specialist/Emergency Management Senior Specialist

c. Accountant I/Accountant II

d. Administrative Analyst/Sr. Administrative Analyst

e. Administrative Specialist . Sr. Administrative Specialist

SECTION 5. JOB SHARING:

5.1 Job Sharing Definition:

Bifurcation of the job duties (essential functions) of a full-time classification into two equal ½-time jobs that total full-time work, generally 40 hours per week, 52 weeks per year.

5.2 Benefits:

A Job-Sharing Unit member shall receive, as applicable, benefits on the basis of one-half the rate accorded to comparable full-time employees. No other method of pro-ration shall apply. For benefits that have a time or service requirement to qualify to receive them, a year shall be defined as successful

completion of 2,080 hours of service. Under Job Sharing, this will generally be 104 weeks at 20 hours per week.

5.3 Job Sharing Unit member:

One of a pair of Unit members, each of whom job shares by performing one-half of the essential functions of a full-time classification and who works ½ of the hours of the full-time class, generally 20 hours per week, 52 weeks per year.

5.4 Vacancy of Job Share Position:

If one person occupying half of a job share position leaves the city or takes an extended leave, the City may compel the person occupying the other half to convert to full time. If the person chooses not to convert to full time, the City has the option to eliminate both the job share positions and commence recruitment for a full-time position.

5.5 Resumption of Full-Time Status.

If a Job Sharing Unit member wishes to resume full-time work with the City, he or she shall seek reassignment or transfer to a full-time position in the Unit member's department, for which he or she meets the minimum qualifications. Should the Unit member's department be unable to effect such reassignment, the Unit member shall seek a transfer as prescribed under the Personnel Rules.

5.6 Involuntary Conversion to or from Job Sharing Status.

Neither management nor Unit members shall convert full-time positions to job-sharing positions, or the converse, without first consulting with the other party. If both parties are in agreement, as well as the affected Unit members, the decision shall be memorialized via Personnel Action Request forms.

5.7 Salary Anniversary Date.

If a Unit member's appointment to a Job Sharing position is either as a new hire or by promotion, the salary anniversary date shall be defined as that date which occurs upon successful completion of 2,080 hours of service, generally 104 weeks at 20 hours per week. Such Unit members may be considered for a merit increase after successful completion of 1,040 hours of service, generally 52 weeks at 20 hours per week. Subsequent salary anniversary dates shall be defined as those dates which occur upon completion of 2,080 hours of service, generally 104 weeks at 20 hours per week. If a Unit member's appointment to a Job Sharing position is not a new hire or promotion, the salary anniversary date shall be based on his or her prior service, in accordance with the Personnel Rules.

SECTION 6. REPRESENTATION DURING DISCIPLINE AND DISCHARGE:

Unit members may be represented by two (2) designated Union representatives or legal counsel at pre-disciplinary conferences and/or post-disciplinary appeal hearings.

ARTICLE XIII
DRAFTING PROVISIONS AND DURATION

SECTION 1. FULL UNDERSTANDING:

This MOU sets forth the full and entire understanding of the parties regarding the matters contained herein, and any other prior or existing understandings or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded and/or terminated in their entirety. All provisions of existing City rules and regulations, resolutions, ordinances and policies not specifically contained in, or referred to by this MOU, shall remain in full force and effect, and are specifically not superseded or otherwise affected by this MOU. This MOU contains all the terms, covenants and stipulations of employment for Professional and Supervisor Unit members and supersedes all prior resolutions adopting MOUs for this Unit and practices except for those contained in the City's written rules and regulations, resolutions, ordinances and policies that are not in conflict or inconsistent with the MOU. It remains the parties understanding that the City's Personnel Rules, however, do not apply to unclassified persons covered by this MOU.

SECTION 2. SEVERABILITY:

Notwithstanding any other provisions of this MOU, in the event that any article, section, or subsection of this MOU shall be declared invalid by any court or by any state or federal law or regulation, or should a decision by any court or any state or federal law or regulation diminish the benefits provided by this MOU, or impose additional obligations on the City, the City and the Unit shall meet and confer on the affected article, section, or subsection. In such event, all other articles, sections or subsections of this MOU not affected shall continue in full force and effect.

SECTION 3. EMERGENCY WAIVER:

In the event of circumstances beyond the control of the City, such as acts of God, fire, flood, earthquake, insurrection, civil disorder, national emergency, or similar circumstances, provisions of this MOU or the Personnel Rules and Regulations of the City, which restrict the City's ability to respond to these emergencies, shall be suspended for the duration of such emergency. After the emergency is declared over, this MOU will be reinstated immediately. The Unit shall have the right to meet and confer with the City regarding the impact on Unit members of the suspension of provisions in the MOU during the course of the emergency. Any rights and benefits suspended by virtue of the emergency shall be restored as soon as practicable at the conclusion of the emergency.

SECTION 4. JOINT DRAFTING:

Each party has cooperated in the drafting and preparation of this MOU. Hence, in any construction to be made of this MOU, the same shall not be construed against any party.

SECTION 5. MODIFICATION:

This MOU may only be modified or amended by written agreement between the parties which then must be approved by Council resolution.

SECTION 6. DURATION:

This Memorandum of Understanding shall be binding on the City and the Unit when adopted by the City Council.

Except as otherwise provided herein, this MOU shall be in full force and effect from July 1, 2024 and shall remain in full force and effect up to and including June 30, 2027.

SECTION 7. REOPENERS/ME TOO CLAUSE:

The parties do specifically agree to reopen the meet and confer process during the term of this MOU only as regards the following issues. These reopeners are not contingent upon the execution of any successor MOU and no successor MOU is contingent upon agreement on these reopeners:

a. Changes and/or revisions to the City's Personnel Rules and Regulations, including related SMPs;

b. Changes and/or revisions to the City's Employer Employee Relations Resolution (EERR);

c. Changes to Unit member job specifications;

d. Changes to any other wage, hour, term or condition of employment requiring meet and confer pursuant to applicable law.

e. Acting Duty Pay Modification.

f. Overtime for exempt Unit members pay related to elections and declared emergencies;

g. Court Summons/Subpoena/Jury Duty – pay to exempt Unit members for attending court on a non-work days;

h. Workers Compensation Leave – The parties agree to a reopener to discuss the City's proposal to not offset workers' compensation/temporary disability payments against long term disability. Employee shall not be allowed to transition from workers' compensation/temporary disability to long term disability while still suffering from an occupational injury.

i. Short and Long Term Disability Insurance – The parties agree to a reopener to discuss the City's proposal to change the short and long term disability benefit on base salary only, not including special compensation.

j. Biometric Timekeeping – The parties agree to a reopener to discuss the City's proposal to implement biometric timekeeping during MOU term.

k. Home Telephone Calls – The parties agree to a reopener to discuss the City's proposal to negotiate clarifying language to Article III, Section 9 compensation provision for home telephone calls, including any related issues.

l. Call Back – The parties agree to a reopener to discuss Unit's proposal to negotiate clarifying language to Article III, Section 10 regarding call back and overtime.

m. Stand By Pay – The parties agree to a reopener to discuss Unit's proposal that bargaining unit employees on monthly standby duty shall be compensated $280 per week and shall be compensated for all hours worked when called to actual duty, as defined and required by the Fair Labor Standards Act and the Portal-to-Portal Act.

n. Safety Shoes – The parties agree to a reopener to discuss Unit's proposal to add to Article VI Section 1 the provision of safety shoes for certain classifications.

o. Job Series – The parties agree to a reopener to discuss Unit's proposal on adding a Job Series for Planning and Analyst classifications to the MOU.

p. Court Summons/Subpoena/Jury Duty – pay to exempt Unit members for attending court on a non-workdays; and

q. Lateral Transfers.

r. Administrative Leave increase from 120-180 hours

s. Deferred Compensation increase by $200, and all Unit members receive same amount

t. Professional Development amount increase by $100

u. Increase in annual leaves of two vacation hours per month

v. Stand-by pay and take home vehicles

w. Job Sharing / special compensation pay (seeking definition on special compensation pay)

x. Improved Grievance procedure

During the term of this MOU, if any other bargaining unit in the City of Carson receives additional increases to the proposed cost of living increases or other compensation, including retroactive payments, as described in Article III, Section 1 [Salary], or additional improvements to the health insurance benefits, including but not limited to, additional City contributions to the health insurance premiums or cafeteria caps; or any other financial improvements, the City agrees to provide the same such increases and improvements to the Union and to meet and confer with the Union over such increases and improvements.

ARTICLE XIV
CITY COUNCIL APPROVAL

The City Manager and Employee Relations Officer of the City and the Unit have met and conferred in good faith on wages, hours and other terms and conditions of employment for the Unit members represented by the Unit and have reached agreements which are set forth in this MOU. This MOU constitutes a joint recommendation by the City's negotiators and the Unit, after ratification of its membership, to be submitted to the City Council for its determination and approval by one or more

resolutions, as the City Council may deem fit and proper. This MOU is of no force or effect unless or until ratified and approved by a resolution of the City Council.

[SIGNATURES ON FOLLOWING PAGE]

IT IS SO AGREED:

CPSA	**CITY OF CARSON**
[NAME], President	David C. Roberts Jr., City Manager
[NAME], Vice President	Dr. Robert Lennox, Assistant City Manager
[NAME], Treasurer	Arminé Chaparyan, Deputy City Manager
[NAME], Secretary	Sunny Soltani, City Attorney

Attachments:
Appendix A – CPSA Monthly Salary Schedule effective July 1, 2024
Appendix B – CPSA Monthly Salary Schedule effective July 1, 2025
Appendix C – CPSA Monthly Salary Schedule effective July 1, 2026
Appendix D – CPSA / SEIU Side Letter Agreement – Job Series Program for Administrative Specialist and Senior Administrative Specialist

City of Carson
Monthly Salary Schedule
Carson Professional & Supervisors Association
Effective July 1, 2024
6% COLA- Appendix A

TITLE	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP6
Accountant I	901	38.30	40.21	42.22	44.33	46.55	48.88
Accountant II	902	42.27	44.38	46.60	48.93	51.38	53.95
Administrative Analyst	903	45.31	47.57	49.95	52.45	55.07	57.82
Administrative Specialist	904	39.08	41.04	43.09	45.25	47.51	49.88
Assistant Planner	905	41.03	43.08	45.24	47.50	49.87	52.37
Associate Civil Engineer	906	52.56	55.19	57.95	60.85	63.89	67.08
Associate Planner	907	47.61	49.99	52.49	55.12	57.87	60.77
Business Development Analyst	908	50.02	52.52	55.14	57.90	60.80	63.84
Civil Engineering Assistant	907	47.61	49.99	52.49	55.12	57.87	60.77
Emergency Management Specialist	904	39.08	41.04	43.09	45.25	47.51	49.88
Emergency Preparedness Analyst	914	48.79	51.22	53.79	56.48	59.30	62.26
GIS Analyst	907	47.61	49.99	52.49	55.12	57.87	60.77
GIS Technician	904	39.08	41.04	43.09	45.25	47.51	49.88
Housing Analyst	903	45.31	47.57	49.95	52.45	55.07	57.82
Housing Program Manager	909	59.45	62.43	65.55	68.83	72.27	75.88
Housing Specialist	910	51.26	53.83	56.52	59.34	62.31	65.43
Network Administrator	910	51.26	53.83	56.52	59.34	62.31	65.43
Principal Administrative Analyst	908	50.02	52.52	55.14	57.90	60.80	63.84
Project Manager	909	59.45	62.43	65.55	68.83	72.27	75.88
Public Information Analyst	903	45.31	47.57	49.95	52.45	55.07	57.82
Public Safety Specialist	904	39.08	41.04	43.09	45.25	47.51	49.88
Public Works Programs Administrator	909	59.45	62.43	65.55	68.83	72.27	75.88
Senior Administrative Analyst	907	47.61	49.99	52.49	55.12	57.87	60.77
Senior Administrative Specialist	905	41.03	43.08	45.24	47.50	49.87	52.37
Senior Civil Engineer	912	60.93	63.98	67.17	70.53	74.06	77.76
Senior Engineering Technician	913	40.46	42.49	44.61	46.84	49.19	51.64
Sr. Budget Analyst	917	53.69	56.38	59.20	62.16	65.27	68.53
Special Projects Manager	919	76.09	79.89	83.89	88.08	92.47	97.10
Storm Water Engineer	910	51.26	53.83	56.52	59.34	62.31	65.43
Systems Administrator	918	60.73	63.76	66.95	70.30	73.82	77.51
Systems Business Analyst	918	60.73	63.76	66.95	70.30	73.82	77.51
Systems Specialist	903	45.31	47.57	49.95	52.45	55.07	57.82

Water Quality Administrator	**906**	**52.56**	**55.19**	**57.95**	**60.85**	**63.89**	**67.08**
Web Developer	**910**	**51.26**	**53.83**	**56.52**	**59.34**	**62.31**	**65.43**
Community Center Program Manager	**602**	**53.96**	**56.66**	**59.49**	**62.47**	**65.59**	**68.87**
Human Services Program Manager	**602**	**53.96**	**56.66**	**59.49**	**62.47**	**65.59**	**68.87**
Recreation Program Manager	**602**	**53.96**	**56.66**	**59.49**	**62.47**	**65.59**	**68.87**
Senior Accountant	**603**	**48.79**	**51.22**	**53.79**	**56.48**	**59.30**	**62.26**
Senior Buyer	**611**	**43.13**	**45.29**	**47.55**	**49.93**	**52.43**	**55.05**
Senior Planner	**610**	**55.21**	**57.97**	**60.87**	**63.91**	**67.10**	**70.46**
Supv., Code Enforcement	**605**	**45.45**	**47.72**	**50.11**	**52.62**	**55.25**	**58.01**
Supv., Construction Inspection	**604**	**48.92**	**51.36**	**53.93**	**56.63**	**59.46**	**62.43**
Supv., Custodial	**606**	**40.04**	**42.05**	**44.15**	**46.36**	**48.67**	**51.11**
Supv., Employment Development	**611**	**43.13**	**45.29**	**47.55**	**49.93**	**52.43**	**55.05**
Supv., Event Services	**601**	**46.46**	**48.78**	**51.22**	**53.78**	**56.47**	**59.29**
Supv., Facilities Maintenance	**604**	**48.92**	**51.36**	**53.93**	**56.63**	**59.46**	**62.43**
Supv., Parks Maintenance	**607**	**44.20**	**46.42**	**48.74**	**51.17**	**53.73**	**56.42**
Supv., Public Works Maint.	**601**	**46.46**	**48.78**	**51.22**	**53.78**	**56.47**	**59.29**
Supv., PW Maint.-Tree Maint.	**601**	**46.46**	**48.78**	**51.22**	**53.78**	**56.47**	**59.29**
Supv., Warehouse	**606**	**40.04**	**42.05**	**44.15**	**46.36**	**48.67**	**51.11**
Transportation Program Manager	**602**	**53.96**	**56.66**	**59.49**	**62.47**	**65.59**	**68.87**
Supv., Fleet Maintenance	**604**	**48.92**	**51.36**	**53.93**	**56.63**	**59.46**	**62.43**
Supv., Public Safety	**608**	**52.56**	**55.19**	**57.95**	**60.85**	**63.89**	**67.08**

City of Carson
Monthly Salary Schedule
Carson Professional & Supervisors Association
Effective July 1, 2025
4% COLA - Appendix B

TITLE	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Accountant I	901	39.83	41.82	43.91	46.11	48.41	50.83
Accountant II	902	43.96	46.16	48.47	50.89	53.43	56.11
Administrative Analyst	903	47.12	49.47	51.95	54.55	57.27	60.14
Administrative Specialist	904	40.65	42.68	44.81	47.06	49.41	51.88
Assistant Planner	905	42.67	44.81	47.05	49.40	51.87	54.46
Associate Civil Engineer	906	54.66	57.40	60.27	63.28	66.44	69.77
Associate Planner	907	49.52	51.99	54.59	57.32	60.19	63.20
Business Development Analyst	908	52.02	54.62	57.35	60.22	63.23	66.39
Civil Engineering Assistant	907	49.52	51.99	54.59	57.32	60.19	63.20
Emergency Management Specialist	904	40.65	42.68	44.81	47.06	49.41	51.88
Emergency Preparedness Analyst	914	50.74	53.27	55.94	58.73	61.67	64.75
GIS Analyst	907	49.52	51.99	54.59	57.32	60.19	63.20
GIS Technician	904	40.65	42.68	44.81	47.06	49.41	51.88
Housing Analyst	903	47.12	49.47	51.95	54.55	57.27	60.14
Housing Program Manager	909	61.83	64.92	68.17	71.58	75.16	78.92
Housing Specialist	910	53.31	55.98	58.78	61.72	64.80	68.04
Network Administrator	910	53.31	55.98	58.78	61.72	64.80	68.04
Principal Administrative Analyst	908	52.02	54.62	57.35	60.22	63.23	66.39
Project Manager	909	61.83	64.92	68.17	71.58	75.16	78.92
Public Information Analyst	903	47.12	49.47	51.95	54.55	57.27	60.14
Public Safety Specialist	904	40.65	42.68	44.81	47.06	49.41	51.88
Public Works Programs Administrator	909	61.83	64.92	68.17	71.58	75.16	78.92
Senior Administrative Analyst	907	49.52	51.99	54.59	57.32	60.19	63.20
Senior Administrative Specialist	905	42.67	44.81	47.05	49.40	51.87	54.46
Senior Civil Engineer	912	63.37	66.53	69.86	73.35	77.02	80.87
Senior Engineering Technician	913	42.08	44.19	46.40	48.72	51.15	53.71
Sr. Budget Analyst	917	55.84	58.63	61.57	64.64	67.88	71.27
Special Projects Manager	919	79.13	83.09	87.24	91.60	96.17	100.98
Storm Water Engineer	910	53.31	55.98	58.78	61.72	64.80	68.04
Systems Administrator	918	63.16	66.31	69.63	73.11	76.77	80.61
Systems Business Analyst	918	63.16	66.31	69.63	73.11	76.77	80.61
Systems Specialist	903	47.12	49.47	51.95	54.55	57.27	60.14
Water Quality Administrator	906	54.66	57.40	60.27	63.28	66.44	69.77
Web Developer	910	53.31	55.98	58.78	61.72	64.80	68.04

Community Center Program Manager	**602**	**56.12**	**58.92**	**61.87**	**64.96**	**68.21**	**71.62**
Human Services Program Manager	**602**	**56.12**	**58.92**	**61.87**	**64.96**	**68.21**	**71.62**
Recreation Program Manager	**602**	**56.12**	**58.92**	**61.87**	**64.96**	**68.21**	**71.62**
Senior Accountant	**603**	**50.74**	**53.27**	**55.94**	**58.73**	**61.67**	**64.75**
Senior Buyer	**611**	**44.86**	**47.10**	**49.46**	**51.93**	**54.52**	**57.25**
Senior Planner	**610**	**57.42**	**60.29**	**63.30**	**66.47**	**69.79**	**73.28**
Supv., Code Enforcement	**605**	**47.27**	**49.63**	**52.11**	**54.72**	**57.46**	**60.33**
Supv., Construction Inspection	**604**	**50.87**	**53.42**	**56.09**	**58.89**	**61.84**	**64.93**
Supv., Custodial	**606**	**41.65**	**43.73**	**45.92**	**48.21**	**50.62**	**53.15**
Supv., Employment Development	**611**	**44.86**	**47.10**	**49.46**	**51.93**	**54.52**	**57.25**
Supv., Event Services	**601**	**48.32**	**50.73**	**53.27**	**55.93**	**58.73**	**61.67**
Supv., Facilities Maintenance	**604**	**50.87**	**53.42**	**56.09**	**58.89**	**61.84**	**64.93**
Supv., Parks Maintenance	**607**	**45.97**	**48.27**	**50.69**	**53.22**	**55.88**	**58.67**
Supv., Public Works Ma int.	**601**	**48.32**	**50.73**	**53.27**	**55.93**	**58.73**	**61.67**
Supv., PW Maint.-Tree Maint.	**601**	**48.32**	**50.73**	**53.27**	**55.93**	**58.73**	**61.67**
Supv., Warehouse	**606**	**41.65**	**43.73**	**45.92**	**48.21**	**50.62**	**53.15**
Transportation Program Manager	**602**	**56.12**	**58.92**	**61.87**	**64.96**	**68.21**	**71.62**
Supv., Fleet Maintenance	**604**	**50.87**	**53.42**	**56.09**	**58.89**	**61.84**	**64.93**
Supv., Public Safety	**608**	**54.66**	**57.40**	**60.27**	**63.28**	**66.44**	**69.77**

City of Carson
Monthly Salary Schedule
Carson Professional & Supervisors Association
Effective July 1, 2026
4% COLA - Appendix C

TITLE	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Accountant I	901	41.42	43.49	45.67	47.95	50.35	52.87
Accountant II	902	45.72	48.00	50.41	52.93	55.57	58.35
Administrative Analyst	903	49.00	51.45	54.03	56.73	59.56	62.54
Administrative Specialist	904	42.27	44.39	46.61	48.94	51.38	53.95
Assistant Planner	905	44.38	46.60	48.93	51.37	53.94	56.64
Associate Civil Engineer	906	56.85	59.69	62.68	65.81	69.10	72.56
Associate Planner	907	51.50	54.07	56.77	59.61	62.59	65.72
Business Development Analyst	908	54.10	56.80	59.64	62.63	65.76	69.05
Civil Engineering Assistant	907	51.50	54.07	56.77	59.61	62.59	65.72
Emergency Management Specialist	904	42.27	44.39	46.61	48.94	51.38	53.95
Emergency Preparedness Analyst	914	52.77	55.40	58.17	61.08	64.14	67.34
GIS Analyst	907	51.50	54.07	56.77	59.61	62.59	65.72
GIS Technician	904	42.27	44.39	46.61	48.94	51.38	53.95
Housing Analyst	903	49.00	51.45	54.03	56.73	59.56	62.54
Housing Program Manager	909	64.31	67.52	70.90	74.44	78.16	82.07
Housing Specialist	910	55.45	58.22	61.13	64.19	67.40	70.77
Network Administrator	910	55.45	58.22	61.13	64.19	67.40	70.77
Principal Administrative Analyst	908	54.10	56.80	59.64	62.63	65.76	69.05
Project Manager	909	64.31	67.52	70.90	74.44	78.16	82.07
Public Information Analyst	903	49.00	51.45	54.03	56.73	59.56	62.54
Public Safety Specialist	904	42.27	44.39	46.61	48.94	51.38	53.95
Public Works Programs Administrator	909	64.31	67.52	70.90	74.44	78.16	82.07
Senior Administrative Analyst	907	51.50	54.07	56.77	59.61	62.59	65.72
Senior Administrative Specialist	905	44.38	46.60	48.93	51.37	53.94	56.64
Senior Civil Engineer	912	65.90	69.20	72.66	76.29	80.10	84.11
Senior Engineering Technician	913	43.77	45.96	48.25	50.67	53.20	55.86
Sr. Budget Analyst	917	58.08	60.98	64.03	67.23	70.59	74.12
Special Projects Manager	919	82.30	86.41	90.73	95.26	100.02	105.02
Storm Water Engineer	910	55.45	58.22	61.13	64.19	67.40	70.77
Systems Administrator	918	65.68	68.97	72.42	76.04	79.84	83.83
Systems Business Analyst	918	65.68	68.97	72.42	76.04	79.84	83.83
Systems Specialist	903	49.00	51.45	54.03	56.73	59.56	62.54
Water Quality Administrator	906	56.85	59.69	62.68	65.81	69.10	72.56

Web Developer	**910**	**55.45**	**58.22**	**61.13**	**64.19**	**67.40**	**70.77**
Community Center Program Manager	**602**	**58.36**	**61.28**	**64.35**	**67.56**	**70.94**	**74.49**
Human Services Program Manager	**602**	**58.36**	**61.28**	**64.35**	**67.56**	**70.94**	**74.49**
Recreation Program Manager	**602**	**58.36**	**61.28**	**64.35**	**67.56**	**70.94**	**74.49**
Senior Accountant	**603**	**52.77**	**55.40**	**58.17**	**61.08**	**64.14**	**67.34**
Senior Buyer	**611**	**46.65**	**48.98**	**51.43**	**54.01**	**56.71**	**59.54**
Senior Planner	**610**	**59.71**	**62.70**	**65.83**	**69.12**	**72.58**	**76.21**
Supv., Code Enforcement	**605**	**49.16**	**51.62**	**54.20**	**56.91**	**59.75**	**62.74**
Supv., Construction Inspection	**604**	**52.91**	**55.55**	**58.33**	**61.25**	**64.31**	**67.52**
Supv., Custodial	**606**	**43.31**	**45.48**	**47.75**	**50.14**	**52.65**	**55.28**
Supv., Employment Development	**611**	**46.65**	**48.98**	**51.43**	**54.01**	**56.71**	**59.54**
Supv., Event Services	**601**	**50.25**	**52.76**	**55.40**	**58.17**	**61.08**	**64.13**
Supv., Facilities Maintenance	**604**	**52.91**	**55.55**	**58.33**	**61.25**	**64.31**	**67.52**
Supv., Parks Maintenance	**607**	**47.81**	**50.20**	**52.71**	**55.35**	**58.12**	**61.02**
Supv., Public Works Maint.	**601**	**50.25**	**52.76**	**55.40**	**58.17**	**61.08**	**64.13**
Supv., PW Maint.-Tree Maint.	**601**	**50.25**	**52.76**	**55.40**	**58.17**	**61.08**	**64.13**
Supv., Warehouse	**606**	**43.31**	**45.48**	**47.75**	**50.14**	**52.65**	**55.28**
Transportation Program Manager	**602**	**58.36**	**61.28**	**64.35**	**67.56**	**70.94**	**74.49**
Supv., Fleet Maintenance	**604**	**52.91**	**55.55**	**58.33**	**61.25**	**64.31**	**67.52**
Supv., Public Safety	**608**	**56.85**	**59.69**	**62.68**	**65.81**	**69.10**	**72.56**

RESOLUTION NO. 25-075

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, APPROVING THE UPDATED SUCCESSOR MEMORANDUM OF UNDERSTANDING (WITH UPDATED SALARY TABLE) BETWEEN THE CITY OF CARSON AND THE CARSON PROFESSIONAL AND SUPERVISORS ASSOCIATION EMPLOYEES (CPSA/SEIU 721) FOR THE PERIOD OF JULY 1, 2024 THROUGH JUNE 30, 2027

WHEREAS, the City of Carson ("City") has and continues to recognize the Carson Professional and Supervisors Association ("CPSA/SEIU 721") as the sole exclusive bargaining agent for those City employees designated as being in the association of management employee unit for all matters concerning wages, hours and working conditions; and

WHEREAS, the most current Memorandum of Understanding ("MOU") between the City and CPSA/SEIU 721 expired on June 30, 2024; and

WHEREAS, the City's labor relations representatives and CPSA/SEIU 721 representatives successfully met and conferred to negotiate a successor MOU between the parties pursuant to both the Meyers-Milias-Brown Act, Government Code Sections 3500 ef seg., and the City's Employer-Employee Relations Resolution No. 85-107 ("EERR"), and jointly prepared and executed a Tentative Agreement dated July 5, 2023 for a successor memorandum of understanding (Tentative Agreement), which was approved by City Council's adoption of Resolution No. 23-118 on July 5, 2023; and

WHEREAS, on February 20, 2024 the City Council adopted Resolution No. 24-021, approving the successor memorandum of understanding between the City and CPSA/SEIU 721 for the period July 1, 2024 through June 30, 2027 ("CPSA/SEIU 721 MOU"); and

WHEREAS, the City has recently updated the salary table for the CPSA/SEIU 721 MOU and has also updated a few sections of the CPSA/SEIU 721 MOU (collectively, "Updated CPSA/SEIU 721 MOU"), such that the salary tables will be effective retroactively from the effective date of the CPSA/SEIU 721 MOU from July 1, 2024; and

WHEREAS, CPSA/SEIU 721 ratified the Updated CPSA/SEIU 721 MOU by a vote of its membership, and the CPSA/SEIU 721 representatives have executed the same, such that the Updated CPSA/SEIU 721 MOU can be considered by the City Council; and

WHEREAS, the City Council now desires to approve the Updated CPSA/SEIU 721 MOU.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

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

Section 2. The City Council approves the Updated CPSA/SEIU 721 MOU, a copy of which is attached hereto as Attachment 1 and authorizes the City Manager to execute the same.

Section 3. The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original resolutions.

Section 4. This Resolution shall be effective immediately upon its passage and adoption.

PASSED, **APPROVED**, and **ADOPTED** this 1st day of July, 2025.

APPROVED AS TO FORM:

Sunny K. Soltani, City Attorney

CITY OF CARSON:

Lula Davis-Holmes, Mayor

ATTEST:

KJC Kourtney Cullors Chief Deputy City Clerk

For 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. 25-075 adopted by the City of Carson City Council at its meeting held on July 1, 2025, by the following vote:

AYES:	COUNCIL MEMBERS:	Davis-Holmes, Hicks, Hilton, Dear, Rojas
NOES:	COUNCIL MEMBERS:	None
ABSTAIN:	COUNCIL MEMBERS:	None
ABSENT:	COUNCIL MEMBERS:	None

KJC Kourtney Cullors Chief Deputy City Clerk

For Dr. Khaleah K. Bradshaw, City Clerk

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF CARSON

AND

THE SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU) LOCAL 721 – CARSON PROFESSIONAL SUPERVISOR ASSOCIATION REPRESENTING THE PROFESSIONAL AND SUPERVISORY EMPLOYEES BARGAINING UNIT OF THE CITY OF CARSON

July 1, 2024 – June 30, 2027

ADOPTED BY RESOLUTION NO. 25-075

(RESCINDS AND REPLACES RESOLUTION NO. 24-021)

APPROVED JULY 1, 2025

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ARTICLE I
RECOGNITION

The City of Carson (hereinafter the "City") recognizes the Carson Professionals and Supervisors Association (hereinafter the "Union" or "CPSA") as the sole exclusive bargaining agent for those City employees designated as being in the Professional and Supervisory Employee bargaining unit Association (CPSA) bargaining unit (hereinafter "Unit") for all matters concerning wages, hours and working conditions. The classifications contained in this Unit are set forth in Appendix A, B, and C.

It is agreed that this Memorandum of Understanding (hereinafter the "MOU") was negotiated pursuant to Chapter 10 (Section 3500 et. seq.) of Division 4, Title 1 of the Government Code, and pursuant to City Resolution No. 85-107, the Employer-Employee Relations Resolution of the City of Carson (hereinafter the "EERR"). The Union recognizes the City Manager, his/her designee and/or the City's Employee Relations Officer as the exclusive representatives of the City for purposes of negotiating this MOU. The City and the Union agree to make a good faith effort to ensure that all rules, policies, and procedures are uniformly and consistently applied throughout the City service.

ARTICLE II
DEFINITION OF TERMS

The following terms, whenever used in this MOU, shall have the meanings set forth in this Article.

SECTION 1. ACTING DUTY:

On a temporary basis, the performance by Unit members of the duties of a higher classification with a higher pay range than the pay range of their assigned classification.

SECTION 2. CLASSIFICATION:

A position or group of positions sufficiently similar in respect to authority, duties, and responsibilities that the same descriptive classification title is assigned.

SECTION 3. DAY:

A calendar day, unless otherwise designated.

SECTION 4. DEPARTMENT:

Any one of the five organizational departments of the City's organizational structure managed by a Director or the City Manager.

SECTION 5. DEPARTMENT DIRECTOR:

An individual assigned to any of the following classifications: Director of Finance, Director of Public Works, Director of Community Development, Director of Community Services/Recreation/Park Maintenance, Director of Human Resources, Director of Information Technology and Security, Director of Public Safety, and any other Director position created during the terms of this MOU.

SECTION 6. DOMESTIC PARTNERSHIP:

The City of Carson defines domestic partnerships as two adults in a committed, intimate relationship of mutual care. To qualify, they must meet the conditions in the California Family Code Section 297 and other relevant statutes, including Family Code Sections 298-298.5 (governing registration and termination), Government Code Section 12955 (housing discrimination protections), and Insurance Code Section 10127.7 (requiring group health coverage for domestic partners). This ensures compliance with all applicable state laws regarding rights and benefits of domestic partners.

SECTION 7. EMPLOYEE:

An individual compensated through the City payroll and appointed to a City classification.

SECTION 8. FULL TIME:

A period of forty (40) hours of work time per workweek in increments of eight (8), nine (9) or ten (10) hours per shift.

SECTION 9. IMMEDIATE FAMILY:

An employee's spouse, domestic partner, children, grandchildren, sons-in-law, daughters-in-law, parents, grandparents, parents-in-law, brothers, sisters, brothers-in-law, and sisters-in-law. "Children" shall also include a biological, foster, or adopted child, a stepchild, a legal ward, a child of a domestic partner, or a child of a person standing in loco parentis (which means to assume the duties and responsibilities of a parent; in the place of a parent). "Parent" shall include a biological, foster, or adoptive parent, a stepparent, or a legal guardian.

SECTION 10. LEAVE:

An absence from work.

SECTION 11. MANAGEMENT

An employee in any classification designated by the City Manager as managerial.

SECTION 12. MANAGER

A manager is an individual responsible for planning, organizing, directing, and controlling resources, including personnel, to achieve specific organizational goals and objectives. They oversee teams, make strategic decisions, and ensure efficient operations within their area of responsibility.

SECTION 13. PAY PERIOD:

A pay period consists of two (2) consecutive workweeks established to provide twenty-six (26) pay periods each calendar year.

SECTION 14. POSITION:

Authority, duties, and responsibilities assigned by the City which constitute the services to be performed by a Unit member.

SECTION 15. BASE PAY RATE:

The base pay rate within a pay range paid to a City employee for the performance of the duties and responsibilities of a classification.

SECTION 16. PROFESSIONAL EMPLOYEE:

For the purposes of this MOU, professional employee means employees in those positions found in Appendix A of this document.

SECTION 17. SENIORITY:

A status acquired by an employee based upon the employee's period of total actual service in a specific job classification.

SECTION 18. SUPERVISOR:

For the purposes of this MOU, a supervisor shall include those classifications listed in Appendix B of this document.

SECTION 19. TENURE:

A status acquired by an employee based upon the employee's period of total actual service with the City.

SECTION 20. UNIT MEMBER:

An individual compensated through the City payroll, appointed to a City classification and designated to be within this Unit for labor bargaining purposes.

SECTION 21. WESTERN CONTINENTAL UNITED STATES:

The Western Continental United States shall be defined as west of the Continental Divide.

SECTION 22. WORKDAY:

A workday is an individual 24-hour period within a seven consecutive day (168-hour) workweek.

SECTION 23. WORKWEEK:

A workweek is a fixed and regularly recurring period of 168 hours—seven consecutive 24-hour periods (workdays) - which begins at 12:00 a.m. (00:00 military time) on Saturday and concludes at 11:59 p.m. (23:59 military time) on the following Friday.

SECTION 24. WORK SCHEDULE:

A full-time work schedule is a 40 hour per workweek schedule consisting of:

- Eight (8) hours in a workday for five (5) consecutive workdays within a workweek; or

- Ten (10) hours in a workday for four (4) consecutive workdays within a workweek.
- Other work schedules necessary to better meet the needs or requirements of the position or the Unit members shall be permitted at the discretion of the Director of the Unit member's Department. For example, nine (9) hours in a workday for four (4) consecutive workdays followed by a four (4) hour workday on the fifth consecutive workday shall be considered an acceptable workweek.

ARTICLE III
COMPENSATION

SECTION 1. SALARY:

1.1 FY 2024/2025 6.0% Cost-of-living-adjustment (COLA)(Retroactively effective July 1, 2024)

1.2 FY 2025/2026 4.0% COLA Effective July 1, 2025

1.3 FY 2026/2027 4.0% COLA Effective July 1, 2026

1.4 All Classifications within this Unit, who have_supervisory duties in the job specifications, shall be assigned a salary range that is at least fifteen percent (15%) higher at Step F than Step F of the salary range of their highest paid subordinate classification. The City and Union agree to meet and confer within 120 days upon City Council's approval of this MOU regarding this section.

1.5 The Senior Engineering Technician shall be assigned a salary range that is at least ten percent (10%) higher at Step F than Step F of the salary range of the Engineering Technician retroactive to June 20, 2015. The City and Union agree to meet and confer within 120 days upon City Council's approval of this MOU regarding this section.

SECTION 2. LONGEVITY PAY:

2.1 The City agrees to continue to pay Unit members two and one-half percent (2.5%) of their prevailing pay rate as longevity pay, commencing on the anniversary of attaining fifteen (15) years service credit.

2.2 In addition to the longevity pay in Section 2.1 above, the City agrees to continue to pay Unit members an additional two and one-half percent (2.5%) of their prevailing pay rate as longevity pay, commencing on the anniversary of attaining twenty (20) years' service credit.

2.3 In addition to the longevity pay in Sections 2.1 and 2.2 above, , the City agrees to pay Unit members an additional two and one-half percent (2.5%) of their prevailing pay rate as longevity pay, commencing on the anniversary of attaining twenty-five (25) years' service credit.

2.4 In addition to the longevity pay in Sections 2.1, 2.2 and 2.3, the City agrees to pay Unit members an additional two and one-half percent (2.5%) of their prevailing pay rate as longevity pay, commencing on the anniversary of attaining thirty (30) years' service credit.

SECTION 3. SHIFT DIFFERENTIAL:

3.1 Non-exempt Unit members scheduled to work during the first shift from 6:30 a.m. to 6:30 p.m. shall not be paid shift differential pay for any hours worked.

3.2 Non-exempt Unit members scheduled to work during the second shift shall receive shift differential pay calculated as a five percent (5%) increase in the Unit member's prevailing pay rate for any hours worked from 2:00 p.m. to 11:00 p.m.

3.3 Non-exempt Unit members scheduled to work during the third shift shall receive shift differential pay calculated as a ten percent (10%) increase in the Unit member's prevailing pay rate for any hours worked from 11:00 p.m. to 7:00 a.m.

3.4 The City shall be able to establish schedules for the first, second, and third shifts in accordance with the City's operational requirements. Assignment to 9/80 or 4/40 shifts shall not require payment of shift differentials unless the majority of the hours worked fall within the hours shown in 3.2 or 3.3 above.

SECTION 4. ACTING DUTY PAY:

4.1 The City Manager, or his/her designee, may appoint a Unit member to acting duty status to perform the duties of a higher classification that is vacant or temporarily absent, subject to all of the provisions of Section 4 herein.

4.2 A Unit member may serve in acting duty status only until such time as the City Manager, or his/her designee, makes a regular appointment to the classification or until such time that the incumbent employee returns to work. To be eligible for an acting duty status, Unit members must meet the minimum qualifications of the job for the acting assignment. Only Unit members in good standing, e.g., not currently rated unsatisfactory, not currently on a work improvement plan/performance improvement plan, or not currently having disciplinary action pending or in effect, may be appointed to acting duty.

4.3 An acting duty appointment may be effective for a period of up to ninety (90) days, except for special circumstances as defined by the City Manager, or his/her designee. In the event an acting duty appointment is extended past ninety (90) days the City Manager, or his/her designee, shall perform a status review and begin filling the position through normal means, including adding an additional position of said filled position in the City's budget. Positions shall not be filled with Acting Duty appointments longer than one calendar year. Special circumstances include, but are not limited to, needing required licenses, certificates, or degrees, or needing certain training or abilities. The provisions of this Section 4.3 shall not be applicable for any absence due to an employee who is on an approved protected leave.

4.4 A Unit Member appointed to acting duty status shall be paid a rate not less than the minimum pay range for the acting classification. Acting duty pay shall be at least 10% more than the Unit member's prevailing pay rate.

4.5 A Unit Member appointed to acting duty status shall not be paid more than the maximum pay rate in the pay range for the acting duty classification.

4.6 While serving in acting duty status a Unit member shall continue to receive any pay adjustments, advancements and fringe benefit increases granted to the Unit Member's regular classification. These adjustments or advancements may cause a Unit member's acting duty pay rate to increase correspondingly, if still under the maximum acting pay rate noted in this section 4.5 of Article III.

4.7 A Unit Member appointed to acting duty status shall receive acting duty pay immediately upon assuming the acting duty position, provided the assignment is for at least one scheduled work week (40 consecutive work hours).

4.8 A Unit member has the right to refuse or discontinue any acting duty assignment with 72-hours written notice to the Unit member's Director with a "cc" copy to the Human Resources Director.

4.9 A Unit member may be removed from any acting duty assignment for any reason, as determined by the City Manager, or his/her designee.

4.10 A Unit member may be appointed to an acting duty assignment while serving in their initial probationary period in the City service, at the discretion of the City Manager, or his/her designee.

4.11 Unit members that are appointed to acting duty in positions that are FLSA exempt from overtime, will not be subject to those provisions provided by the FLSA and will receive overtime compensation.

4.12 ~~A Unit member shall not receive acting duty pay during any approved leave for any period of time greater than two (2) weeks in a calendar year.~~ (Example: Jane Employee is in an acting duty assignment and has three days of approved vacation and shall qualify for the provisions of acting pay under this Section.) Unit members are eligible for Acting Duty pay during any approved leave, including vacation, sick, or for any holiday.

4.13 The City shall not employ temporary or contract employees in any vacant or newly created budgeted position or for a temporary assignment where an acting appointment could be offered to a full time Unit member. However, the City Manager or his/her designee may employ a temporary or contract employee in an interim appointment position.

4.14 The City shall continue a citywide policy of rotating acting duty appointments, based on the following order: 1) from the current employment eligibility list, 2) from a list of qualified Unit members, within the respective division, in the immediately subordinate classification(s) of the vacant position, ranked by seniority, 3) from a list of qualified Unit members, within the respective work group, in the immediately subordinate classification(s) of the vacant position, ranked by seniority, 4) from a list of qualified Unit members, from outside the respective work group, in the immediately subordinate classification(s) of the vacant position, ranked by seniority. An acting appointment from outside the work group can only be made upon the approval of the Directors of the two affected work groups. The rotation of acting appointments should be used for all periods exceeding ninety (90) calendar days, unless extended by the City Manager or his/her designee. Upon completion of the acting assignment, the qualified Unit member will be placed at the bottom of the acting rotation list. For a Unit member that

was previously not eligible for acting duty but subsequently becomes eligible, their name will be added to the rotation list in seniority order. Copies of acting duty rotation lists should be provided to both Human Resources and Payroll. Unit members may submit a statement of exception to the City Manager, or his/her designee, if the rotation of acting duty appointments as stated within this subsection is not followed.

4.15 A Unit member on an acting duty rotation list may only be by-passed by receipt of written memorandum from the Unit member's Director to the Unit member stating the reasons for omission from this round of acting duty. Such notice shall be provided within one week. The memo shall state whether the Unit member is being placed on the bottom of the list i.e., to gain more experience, etc. or whether they are being left at the top of the rotating list for the next available acting assignment i.e., a shorter-term acting assignment. A Unit member may not be removed from an acting duty eligibility list without their written permission.

4.16 When a Unit member is appointed to an acting position, his regular position will not be automatically filled by a subordinate employee in an acting capacity (cascading acting) unless the anticipated workload in that unit will be sufficient to warrant this action. This decision will be made in consultation with the division's supervisors, manager, and the work group's Director.

4.17 The "Notification of Acting Appointment" form (Form 1201/1099), must be completed and authorized by both the City Manager, or his/her designee, and the Human Resources Director prior to the first day of the acting assignment, unless unforeseen circumstances occur which prevent such completion.

SECTION 5. SALARY ADVANCEMENT:

5.1 Advancement shall mean a pay rate increase given to a Unit member contingent upon merit and performance, within the pay range established for the Unit member's classification. A Unit member's pay rate increase shall be effective the first day of the payroll period in which the appropriate length of service is achieved.

5.2 In addition to those conditions provided for in the City's Standard Management Procedures ("SMPs"), Unit members shall be eligible for advancement when their length of satisfactory service in their classification satisfies at a minimum the following requirements:

Monthly Salary Step 1	Monthly Salary Step 2	Monthly Salary Step 3	Monthly Salary Step 4	Monthly Salary Step 5	Monthly Salary Step 6
Date of appointment	6 mos. after appt.	12 mos. after appt.	After at least 12 months in Step 3	After at least 12 months in Step D	After at least 12 months in Step E

5.3 If a Unit member's performance evaluation has not been completed, discussed with the Unit member, and received by Human Resources by the merit date, the merit increase will be processed as scheduled.

5.4 The City Manager, at his/her sole discretion, or upon the recommendation of a Director, may grant an accelerated merit pay increase for exceptional job performance. Such merit pay increase shall not be governed by the required service time differential required by subsection 5.2 above. Exceptional job performance merit pay increases shall not exceed ten percent (10%) in any twelve (12) month period. As used herein, the phrase "outstanding job performance" shall mean receiving an "outstanding" rating on his/her most recent performance evaluation, such performance evaluation which is current.

5.5 The City shall retain its flexibility to hire employees with exceptional skills or qualifications at a pay rate above Step A.

SECTION 6. ALLOWANCE FOR MILEAGE:

6.1 The City shall reimburse Unit members for use of their personal automobile for official City business at the current IRS rate as adjusted from time to time, plus any parking fees or tolls associated with City business.

6.2 Reimbursement for mileage and related fees shall be made through submission of a petty cash reimbursement form and mileage reimbursement form to the City Treasurer's office. Such reimbursements may not exceed seventy-five dollars ($75.00). Reimbursements exceeding seventy-five dollars ($75.00) must be reimbursed through the City's demand register process.

6.3 Reimbursement requests must be filed within the time frame required by SMP No. 3.18 or any SMP which may be subsequently adopted.

SECTION 7. ALLOWANCE FOR UNIFORMS:

The City shall, in its sole discretion, determine eligibility standards for uniforms.

SECTION 8. ALLOWANCE FOR SAFETY SHOES:

Unit members including, but not limited to, the Building Maintenance Supervisor, Code Compliance Supervisor, Construction Inspection Supervisor, Custodial Supervisor, Events Supervisor, Parks Maintenance Supervisor, Public Works Maintenance Supervisor, Public Works Maintenance-Tree Maintenance Supervisor, Warehouse Supervisor, Public Works Program Administrator, Emergency Preparedness Analyst, Senior Planner, Associate Planner, and Assistant shall receive a safety shoe allowance of one hundred seventy-five dollars ($175) each fiscal year and will be solely responsible to ensure safety shoes are purchased on a timely basis and worn daily during the course of work. In addition, employees who, in the course of their work, enter environments that are safety sensitive (i.e. construction sites, crawl spaces, etc.) will be provided a safety shoe reimbursement up to one hundred and seventy-five dollars ($175). These positions include but are not limited to: Senior Planner, Associate Planner, Assistant Planner, Associate Civil Engineer, Civil Engineering Assistant, Senior Civil Engineer, Senior Engineering Technician, Storm Water Engineer and Public Safety Supervisor.

SECTION 9. COMPENSATION FOR OFF WORK COMMUNICATIONS CALLS:

9.1 Non-exempt Unit members receiving or initiating work-related communications during off work time as part of their regular duties shall be compensated for such calls at the rate of one-

half (.5) hour pay. If an individual call or group of calls exceed one-half (.5) hours' time, the compensation will be rounded up to the next one-half (.5) hour increment.

9.2 Unit members shall submit the request for this compensation through the City's timekeeping process/system with the department director's confirmation and approval. The Unit member's approved timesheet or overtime requisition serve as an affidavit of the communication.

SECTION 10. OVERTIME COMPENSATION:

Except for exempt Unit members, the City shall provide Unit members with overtime compensation subject to the Fair Labor Standards Act and the following conditions:

10.1 Unit members shall receive either pay, calculated at one and one-half (1.5) times their prevailing pay rate, or compensatory leave credited at one and one-half (1.5) hours, for each hour of overtime worked. Directors shall have the exclusive authority to schedule and authorize overtime work and the City shall not compensate Unit members for unauthorized overtime work. The choice between overtime pay or compensatory time will generally be allowed to be made at the discretion of the Unit member unless, with reasonable notice, the City determines that the Unit member must receive compensatory time, or unless not otherwise allowed by the Fair Labor Standards Act, as determined by the City.

10.2 Except as otherwise provided, overtime work shall be:

a. Work performed in excess of forty (40) hours in a workweek.

b. Work performed on the first, second or third scheduled days of rest.

10.3 For purposes of determining a Unit member's eligibility for overtime compensation only, authorized paid leave shall be considered as hours of work.

10.4 The first quarter hour of the first overtime hour shall not be considered overtime work unless the Unit member works more than a quarter hour of overtime.

10.5 When the City Manager or a Director decides that an emergency exists and requires that Unit members work more than four (4) hours between midnight and 8:00 a.m., such Unit member shall receive, at the discretion of the City Manager or Director, either overtime pay calculated at two and one-half (2.5) times their prevailing pay rate, or compensatory leave, credited at two and one-half (2.5) hours, for each hour of emergency work. When the City Manager or Director requires that a Unit member work more than eight (8) hours during an emergency, such Unit members shall not return to work for at least eight (8) hours following the completion of their emergency work. This section does not apply to hours worked between midnight and 8:00 a.m. if the hours worked are due to a schedule change during a declared state of emergency lasting more than twenty-four (24) hours.

10.6 Non-exempt Unit members called in to work at a time other than their scheduled shift or who are called in to work from standby status shall receive overtime compensation for a minimum of three (3) hours regardless of the number of hours actually worked, except that if a Unit member does not report for work within sixty (60) minutes after being called in, such Unit

member shall not be entitled to the three (3) hour minimum compensation, but shall be compensated only for the time actually worked.

10.7 When in a declared state of emergency it becomes necessary to schedule Unit members on twelve (12) hour shifts, they shall receive either pay, calculated at one and one-half (1.5) times their prevailing pay rate, or compensatory leave, credited at one and one-half (1.5) hours for each hour of work performed.

10.8 Unit members shall not be required to shift working hours to avoid receiving overtime or compensatory leave, except as it relates to voluntary attendance at conferences, conventions, or other training classes or workshops.

10.9 Overtime for hours in excess of eight (8) or ten (10) hours in a day shall be paid to all Unit members, including exempt Unit members, who incur overtime hours related to the absentee voter process during the conduct of municipal elections, provided that the City may submit claims to the State Controller's Office for reimbursement of costs incurred for state-mandated cost programs.

SECTION 11. COURT SUMMONS/SUBPOENA/JURY DUTY:

11.1 Summons and Subpoenas.

a. Any Unit member summoned to provide testimony on behalf of the City, or as a result of the performance of the course and scope of the Unit member's duties, or at the direction of the City Manager, City Attorney or any Director, in any municipal, superior or federal court proceeding, in any administrative proceeding before any local, federal or state agency, board or commission, or in any arbitration or mediation, shall be paid their prevailing pay rate during such court service. To the extent that the Unit member is called by someone other than the City, the Unit member shall make the necessary arrangements to be on call for testimony.

b. Unit members that are to be called as witnesses at the proceedings listed above shall make arrangements to be placed "on call" with at least two-hour notice of the need for their attendance.

c. Any Unit member appearing to provide testimony on behalf of himself/herself, in any municipal, superior or federal court proceeding, in any administrative proceeding before any local, federal or state agency, board or commission, or in any arbitration or mediation, shall be required to use approved accrued leave time, or shall take time off as approved leave without pay.

d. Unless the absence due to a court appearance severally interferes with department operations, the Director will not unreasonably deny requests for approved leave for the purposes described in "b" above.

e. Unit members shall be compensated if reporting for duty on a Friday under this section.

11.2 Jury Duty.

Pay for jury duty shall be limited to ten (10) working days in any one calendar year. Payment for jury duty shall be limited to those workdays, or portions of workdays, which fall during the Unit member's regular work schedule, and shall not exceed forty (40) hours in any work week. Unit members shall be compensated if reporting for duty on a Friday under this section.

SECTION 12. HOLIDAY COMPENSATION:

Full time non-exempt Unit members shall be allowed time off with pay at the Unit member's straight time hourly rate for any holiday provided in this MOU unless required by the Department Director to work in order to maintain City services. Unit Members required to work shall also be paid according to Article III, Section 10 [Overtime Compensation] and/or Article IV. Section 11 [Holiday Leave], as applicable.

Non-exempt Unit members required to work on a holiday shall receive, at the discretion of the Department Director, either pay, calculated at two and one-half (2.5) times their regular rate of pay, or compensatory leave, credited at two and one-half (2.5) hours for each hour worked on the holiday.

SECTION 13. BILINGUAL USAGE PAY:

13.1 The Human Resources Director may authorize compensation to a Unit member for using bilingual skills during the course of work upon receipt of a written justification from the Unit member's Director.

13.2 Unit members required to use bilingual skills during the course of work may petition for bilingual usage pay by submitting written justification, approved by the Unit member's Director, to the Human Resources Director.

13.3 Bilingual usage pay shall be one hundred dollars ($100.00) per month.

13.4 The City may, at its discretion, test Unit members for proficiency in a second language in order for such Unit members to receive bilingual usage pay.

13.5 No Unit member may qualify for more than one "second" language or more than one bilingual usage pay at any given time.

SECTION 14. ANNUAL PROFESSIONAL DEVELOPMENT ALLOWANCE:

The City agrees to provide Unit members with professional development pay, payable in the first quarter of the fiscal year, as an allowance towards expenditures for professional development in the following amounts:

Professional and Supervisory Unit Members – six hundred dollars ($600.00) (Education Reimbursement is provided in lieu of increasing the Professional development pay)

Professional development expenditures may include: costs incurred for job-related classes or seminars not paid for by the City; computer equipment and job-related software, books, reference publications or other educational materials; professional membership or association fees; or any other expenses which promote the professional development of the Unit member and promote the best interests of the City.

SECTION 15. PAYCHECK DISTRIBUTION:

15.1 Payday shall be bi-weekly on Thursday. In the event the City determines to change the method of paycheck distribution, the Unit will be advised thirty (30) working days in advance.

15.2 Payment distribution shall be through mandatory direct bank deposits except for Unit members who cannot obtain a checking or savings account. Proof and/or verification of inability to open a savings or checking account must be presented to the Human Resources Director and the Finance Director to be granted exception.

15.3 The City does not permit payroll check advances.

SECTION 16. OVERPAYMENT REMEDY:

Unit members covered herein shall reimburse the City for any overpayment of wages or benefits. Unit members shall notify the City within three (3) working days of any such overpayment. Said reimbursement shall not be required until the City notifies the affected Unit member in writing. Reimbursement may be accomplished by lump-sum deduction made on the next subsequent Unit member payroll check following overpayment notification, or by other reasonable repayment method acceptable to the Unit member and the City, except that the lump-sum deduction shall be required if the next subsequent Unit member payroll check is the final or termination check issued to the affected Unit member. Human Resources shall not unreasonably withhold approval of payroll deductions to recover the overpayment. Failure by the City to timely notify any Unit member of an overpayment, does not waive the City's right to repayment. To align with Government Code Section 19838 that governs state agencies and are used by local agencies as best practices, the City will agree that the statute of limitations to recover overpayments is three (3) years from the date of overpayment. If an overpayment is discovered, the employee will be notified in writing of the overpayment amount and provided details of how the amount was calculated. After notification, the employee will be given the option to arrange a reasonable repayment plan, based on factors such as size of overpayment and the employees' financial situation.

SECTION 17. ATTAINMENT OF PROFESSIONAL ENGINEER REGISTRATION:

Unit members in the Civil Engineering Assistant classification who attain registration as a California Professional Engineer shall be promoted to Associate Civil Engineer. A Unit member appointed to Associate Civil Engineer shall be paid at a rate that provides at least a five percent (5%) increase. Such appointment shall require completion of a six (6) month probationary period and verification of registration as a Professional Engineer.

SECTION 18. REDEMPTION OF ACCUMULATED LEAVE:

Unit members covered by this MOU may redeem up to one hundred and eighty (180) hours of any accumulated leave in each fiscal year. The redemption shall be subject to the following conditions:

18.1 Sick leave will be paid at a rate of one (1) hour of pay for each two (2) hours of sick leave redeemed.

18.2 All other types of leave will be paid at the rate of one (1) hour of pay for each hour of leave redeemed.

18.3 In no event shall a Unit member receive pay for more than one hundred and eighty (180) ~~(120)~~ hours in a fiscal year, under the terms of this Section.

SECTION 19. SICK LEAVE INCENTIVE PLAN:

19.1 Each eligible Unit member who has used fifty (50) hours or less of sick leave during the preceding calendar year may elect to receive pay for 50% of the sick leave earned (at one hour pay for one hour converted) during the preceding calendar year, less the amount of sick leave used during the same period. At the Unit member's election, the payment for unused sick leave may be converted to equivalent annual leave.

19.2 The Unit member shall indicate election by written request to the Finance Director on the City leave request form on or before January 15 of the succeeding calendar year. Payment for unused sick leave or the posting of annual leave shall be done on or before February 15 of each succeeding year as indicated above.

19.3 When a Unit member elects to receive payment in cash or annual leave, such Unit member's sick leave balance shall be reduced by the amount paid off in cash or converted to annual leave credit. Sick leave not converted as provided herein to cash or annual leave will accumulate as sick leave credit.

19.4 To be eligible for this provision, a Unit member must have been a full-time regular City employee for two full years prior to the calendar year during which the sick leave to be so converted is earned. The Unit member must have minimum of two hundred forty (240) hours of sick leave credits on December 31 of each year in order to qualify for the conversion benefit.

SECTION 20. CLASS A/B LICENSE PAY (APPLIES TO SUPERVISORS ONLY):

20.1 The City agrees to pay Unit members who are required to possess and use a Class A or B California Driver's License during the course of employment, five percent (5%) of their prevailing pay rate per month. To qualify for such compensation, the Class A or B driver's license must be required to perform the duties of a Unit member's assigned classification.

20.2 Unit members required to operate vehicles that require the possession of a Class A or B driver's license shall be enrolled in the City's Federally mandated random drug testing program.

20.3 License fee for Class A and B driver's licenses shall be paid by the City.

20.4 The City shall pay the cost of the medical exam of those Unit members that possess a Class A and B Driver's License, if the Class A and B Driver's License is not a requirement of the job, but the Unit member is using it to perform work-related duties.

SECTION 21. SPECIAL COMPENSATION FOR CERTIFICATES/LICENSES

21.1 The Human Resources Director may authorize five percent (5%) additional compensation to Unit members who possess specialized licenses or certifications that are not required of their classification but are recognized and used by the City to provide needed services.

21.2 In order for the Unit member to qualify for the Special Compensation, the department will provide Human Resources with a written justification for the use of a Unit member's licenses or certifications in providing City services.

21.3 Unit members receiving special compensation shall submit copies of current valid licenses or certifications to Human Resources for verification and inclusion in their personnel files.

21.4 Unit members who are classified as supervisors and professionals shall get the benefit of this section.

SECTION 22. EDUCATION/TUITION REIMBURSEMENT

City will reimburse a Unit member 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 Unit member'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 Unit member 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 Unit member's supervisor and Department Director may make reasonable efforts to adjust work schedules to accommodate the scheduling conflict.

A Unit member 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 Unit members 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

Unit members 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 any time and at the City Council's discretion, without requirement for meet and confer. Should the City Council decide to revoke or suspend the program, Unit members currently enrolled in course work will be permitted to complete and submit reimbursement requests for the current active term (quarter or semester).

SECTION 23. STAND-BY PAY

If a non-exempt employee is asked by management to be on a stand-by status, the employee may decline to be on stand-by without any adverse employment action, discipline, or retaliation taken against them.

ARTICLE IV
LEAVES

SECTION 1. ANNUAL LEAVE:

The City shall provide Unit members with annual leave subject to the following conditions:

1.1 Annual leave is a period of approved absence with pay from regularly scheduled work which is not properly chargeable to some other category of leave.

1.2 The City Manager or the Unit member's Director has the exclusive authority to approve the use of annual leave. Unless the Unit member's use of annual leave interferes with work group operations, the City Manager or Director shall permit annual leave to be used at the Unit member's discretion.

1.3 Unit members shall be credited with annual leave at the following accrual rates:

1. Eleven and thirty-three hundredths (11.33) hours for each month of service or major portion thereof from date of appointment to fifth (5th) anniversary date (0-5 yrs.);

2. Thirteen and thirty-three hundredths (13.33) hours for each month of service or major portion thereof upon fifth (5th) anniversary date to tenth (10th) anniversary date (6-10 yrs.);

3. Sixteen and sixty-six hundredths (16.66) hours for each month of service or major portion thereof upon tenth (10th) anniversary date (11 yrs. +);

4. Ten (10) hours upon twentieth (20th) anniversary date in addition to monthly accrual under Section 1.3.a.3;

5. Twenty (20) hours upon twenty-first (21st) anniversary date in addition to monthly accrual under Section 1.3.a.3;

6. Thirty (30) hours upon twenty-second (22nd) anniversary date in addition to monthly accrual under Section 1.3.a.3;

7. Forty (40) hours upon twenty-third (23rd) anniversary date in addition to monthly accrual under Section 1.3.a.3.

1.4 Unit members shall not be credited with annual leave for leaves of absence without pay exceeding eighty (80) working hours in any calendar month.

1.5 Unit members may use annual leave only after completing their initial six (6) months of service. Unit members shall not use less than one (1) hour of annual leave at any time.

1.6 Unit members shall not accrue more than seven hundred (700) hours of annual leave. Unit members whose accrual is at or above the cap limit may cash out their annual leave quarterly to maintain the cap limit. Accordingly, the annual cash out maximum is 180 hours

1.7 When a Unit member separates from the City service they shall be compensated for any accrued annual leave, calculated using the Unit member's prevailing pay rate, plus longevity pay on the date of separation from City service. Annual leave hours cashed at separation are not eligible for the City's match under the City's deferred compensation program.

SECTION 2. SICK LEAVE:

The City shall provide Unit members with sick leave subject to the following conditions:

2.1 Unit members shall be credited with sick leave at the rate of ten (10) hours of sick leave for each month of service or major portion thereof. Unit members shall not be credited with sick leave during leaves of absence without pay exceeding eighty (80) working hours in any calendar month.

2.2 Unit members failing to satisfactorily complete their probationary period or who resign during their probation period must reimburse the City for utilized sick leave. Sick leave may not be used in increments of less than one-half hour. Unit members may use accrued sick leave only after completing their initial one (1) month of service.

2.3 Unit members may accrue a maximum of one thousand two hundred (1,200) hours of sick leave. The maximum amount of sick leave shall remain seven hundred sixty (760) hours for cash upon separation from the City.

2.4 Unit members may not use sick leave at their discretion, but only in cases of actual sickness, illness, injury or quarantine of the Unit member or actual sickness, illness, injury, or quarantine of the Unit member's immediate family, or for bereavement. Sick leave shall be used for personal or family medical, dental, and optical appointments, and for any other appointments for the purpose of obtaining professional diagnosis and/or examinations for a medical or mental health condition of the Unit member or his/her immediate family. Unit members shall also use any accrued sick leave for leave necessitated as the result of pregnancy disability under California Government Code Section 12945, family medical leave under California Government Code Sections 12945.2 and 12945.3 (the Moore-Brown-Roberti Family Rights Act), 42 U.S.C. Section 2601, et seq. (the federal Family Medical Leave Act),.

2.5 When a Unit member wishes to use accrued sick leave, the Unit member shall notify their Director, or his/her designee, of the intended absence due to sickness, either before, or within one (1) hour after, the time set for beginning the work period, unless the Unit member is incapacitated and physically unable to provide the required notification. Unit members on sick leave shall regularly inform the General Manger, or his/her designee, of their physical condition.

2.6 When a Unit member uses sick leave, the Unit member shall complete and submit a signed leave request form. When a Unit member uses sick leave in excess of three (3) consecutive working days, and there is a pattern of absenteeism, the City may require the Unit member to present upon return to work, a medical certification signed by a physician or licensed medical practitioner verifying the need for such sick leave.

2.7 Unit members shall be paid one-half (½) the value of accrued sick leave up to seven hundred sixty (760) hours, using the Unit member's prevailing pay rate, plus longevity pay upon termination from the City during the duration of this MOU. Sick leave hours cashed at separation are not eligible for the City's match under the City's deferred compensation program.

2.8 The Unit member's Director may only approve the use of other leaves in lieu of sick leave when a Unit member has no sick leave available and the need for such leave is due to a catastrophic illness or injury to the Unit member or his/her immediate family.

2.9 The City will allow a Unit member to donate up to 25% of any combination of their accrued sick and/or annual leave hours, provided the donation leaves the Unit member with at least a combined balance of one hundred (100) hours of sick leave, annual leave and/or compensatory time. These donated hours, as approved by the City, shall accrue directory to the sick leave balance of any designated active Full-Time Unit member of the City. The City shall allow for unused donated sick leave hours to be returned to donors.

SECTION 3. COMPENSATORY LEAVE:

The City shall provide Unit members not exempt from the provisions of the Fair Labor Standards Act with compensatory leave subject to the following conditions:

3.1 Unit members shall not use less than one half (.5) hour of compensatory leave at any time.

3.2 Unit members may accrue a maximum of eighty (80) hours of compensatory leave.

3.3 A Unit member shall request use of compensatory leave in advance by a written notice submitted to their supervisor. Use of compensatory time shall require the prior written approval of Supervisor shall permit compensatory leave to be used at the discretion of the Unit member, unless the Supervisor determines, in his/her sole discretion, that the Unit member's use of compensatory leave on the date and/or times requested interferes with work group operations. A Unit member may combine the use of compensatory leave with other authorized paid leave if approved by the Supervisor as applicable.

3.4 When a Unit member separates from the City service for any reason, the City shall compensate the Unit member for all accrued compensatory leave. The value of accrued compensatory leave shall be calculated using the Unit member's prevailing pay rate, plus longevity pay on the date of separation from City service. Comp time hours cashed at separation are not eligible for the City's match under the City's deferred compensation program.

SECTION 4. ADMINISTRATIVE LEAVE:

The City shall provide exempt Unit members with administrative leave as time off from work, instead of pay or compensatory leave credit for overtime work, subject to the following conditions:

4.1 Unit members who are designated exempt shall be credited with ten (10) hours of administrative leave per month. Exempt Unit members may accrue a maximum of one hundred sixty (160) hours of administrative leave.

4.2 Use of administrative leave shall require the prior written approval of the Supervisor The Supervisor shall permit administrative leave to be used at the discretion of the Unit member, unless Supervisor determines that the Unit member's use of administrative leave on the date and/or times requested interferes with work group operations.

4.3 When a Unit member who is exempt separates from the City service for any reason, the City shall compensate the Unit member for all accrued administrative leave. The value of accrued administrative leave shall be calculated using the Unit member's prevailing pay rate, plus longevity pay on the date of his/her separation from City service. Administrative leave hours cashed at separation are not eligible for the City's match under the City's deferred compensation program.

4.4 Unit members shall not be credited with administrative leave hours for leaves of absence without pay exceeding eighty (80) working hours in a calendar month.

SECTION 5. LEAVE OF ABSENCE WITHOUT PAY:

5.1 The City Manager has the exclusive authority to approve a Unit member's request for leave of absence from work without pay. Such leave of absence shall not be approved unless the Unit member provides the City Manager with a written reason for the request. If the City Manager approves such leave of absence for a period of eight (8) working days or less, the Unit member shall not lose any seniority or tenure for such leave of absence. After the expiration of an approved leave of absence without pay, Unit members shall be reassigned to their former classification. A leave of absence without pay will not be granted in excess of one (1) year. Unit member shall be responsible for paying for the cost of his/her benefits from the COBRA effective date.

5.2 The City Manager has the authority to grant or deny a Unit member's request for leave of absence from work without pay, except that the City Manager shall not unreasonably deny a request for unpaid leave due to the medical disability of the Unit member or a member of his/her immediate family. In accordance with federal and/or state laws, the City has the right to grant a Unit member's request for up to twelve (12) weeks of unpaid, job protected leave to eligible Unit members for certain family and medical reasons under the Family and Medical Leave Act of 1993 (FMLA)

5.3 The continuation of City paid benefits period for Unit members on leave without pay for medical reasons shall be 90 days or longer in accordance with FMLA, CFRA, and Pregnancy Disability Leave (PDL). Those Unit members not covered by FMLA, CFRA and/or PDL shall not be eligible for the 90-day continuation of benefits.

SECTION 6. WORKERS' COMPENSATION LEAVE:

The City will provide Unit members with workers compensation coverage and leave in accordance with California workers compensation law.

6.1 Except as otherwise provided, Unit members disabled by bodily injury or sickness in the course and scope of employment shall be paid their regular pay rate for up to seventeen (17) weeks from the date of disability, or until the City's workers compensation administrator terminates workers compensation leave due to payment of a "compromise and release"

settlement, a disability and/or service retirement, the Unit member returning to work, or a refusal by the Unit member to return to work following a determination by a physician that the Unit member is no longer temporarily disabled, whichever comes first. In the event of a dispute between the treating physician and another physician as to the Unit member's temporary disability status, such dispute shall be resolved in accordance with applicable California Workers' Compensation laws. During the time the disabled Unit member is receiving the 17 weeks of paid Workers' Comp leave, the Unit member shall continue to accrue annual leave, sick leave, seniority and tenure for purposes of pay adjustments or advancements.

6.2 Unit members who are still disabled after seventeen (17) weeks may apply for long term disability leave and long-term disability benefits in accordance with Article V, Section 4.

6.3 The City shall make all reasonable efforts to provide Unit members with light duty assignments when the Unit member is still disabled after seventeen (17) weeks from the date of disability.

6.4 As used in this Section 6, the term "disabled", or "disability" shall have that meaning set forth in California workers' compensation law.

6.5 If in the opinion of the City, the City's claims administrator, or the Workers Compensation Appeals Board, a Unit member has been found by a physician to be permanently, physically incapable of performing the essential duties of the currently held position, the City may place the Unit member into another vacant position of an equal or lower level. The Unit member must be able to perform the essential duties of that position. Nothing herein shall be construed to prevent such Unit member from applying for and competing for a position of a higher class.

SECTION 7. MILITARY LEAVE:

The City shall grant military leave to Unit members as required in the California Military and Veterans Code Sections 389 through 395.4.

SECTION 8. TIME OFF FOR VOTING:

The City shall provide Unit members with time off for voting subject to the following conditions:

8.1 When a Unit member claims not to have sufficient time outside of working hours to vote at a statewide election, the Unit member may, without loss of pay, and with the approval of the Director, take off up to two (2) working hours, which when added to the voting hours available outside of working hours will enable the Unit member to vote. The Director may not authorize a Unit member to take off more than two (2) hours from work for voting with pay. The time off authorized for voting shall be only at the beginning or end of a work period, whichever allows the Unit member the most time for voting and the least time off from work.

8.2 If the Unit member knows or has reason to believe that time off for voting shall be necessary on Election Day, the Unit member shall notify the Director, in writing, of that fact at least two (2) workdays in advance.

SECTION 9. LUNCH PERIOD:

An uninterrupted, uncompensated lunch period of no less than thirty (30) minutes or longer than one (1) hour will be afforded to Unit members. The lunch period may not be combined with the rest periods or used to compensate for a late arrival or early departure from work unless approved by the Supervisor.

SECTION 10. REST PERIOD:

The Supervisor shall provide Unit members with a compensated rest period of fifteen (15) minutes for each half work period as determined by standard management procedures. Unit members may not use the rest period to compensate for a late arrival or early departure from work. Rest periods shall have no monetary value and shall be forfeited if not used during the workday.

SECTION 11. HOLIDAY LEAVE:

The City shall provide Unit members with the following fourteen (14) holidays with pay subject to the following conditions:

11.1 January 1st (New Year's Day)
The third Monday in January (Dr. Martin Luther King Jr. Day)
January 30th (Fred T. Korematsu Day)
The third Monday in February (President's Day)
March 8th (International Women's/Rosa Parks Day)
March 31st (Cesar Chavez Day)
The last Monday in May (Memorial Day)
June 19th (Juneteenth)
July 4th (Independence Day)
The first Monday in September (Labor Day)
October 25th (Larry Itliong Day)
November 11th (Veteran's Day)
The fourth Thursday in November (Thanksgiving Day)
December 25th (Christmas)
Every day proclaimed by the President, Governor, or Mayor of this City as a public holiday.

11.2 When any day designated as a holiday fall on a Friday or Saturday, the ten (10) hours of holiday leave will be converted to annual leave and added to the Unit members annual leave balance. When any day designated as a holiday fall on a Sunday, the following Monday shall be observed as the holiday. In order to be paid for a holiday or get the leave conversion, the Unit member must work his or her full regularly scheduled workday immediately before and after the holiday unless the Unit member is absent from any portion or all of his or her regularly scheduled workday immediately before or after the holiday on authorized paid leave. A Unit member shall not receive pay for a holiday, or receive the leave conversion, if any leave without pay was used by the Unit member on his or her regularly scheduled workday immediately before or after the holiday.

11.3 When any day designated as a holiday fall on the Unit member's regular day off, the Unit member shall have the option to take the workday prior or the workday after the holiday, in observance of the holiday, or have the then (10) hours of holiday leave converted to annual leave and added to the Unit member's annual leave balance.

11.4 In the event that the Mayor or the City Council declares a portion of the day before Christmas (December 24th) or a portion of the day before New Year's Day (December 31st) to be a holiday, the Unit member must use such additional holiday leave when granted, and such leave cannot be accrued. Unit members absent on other paid leave when such additional holiday leave is granted shall not receive compensatory leave or additional pay because of their absence. A Unit member shall not receive holiday pay for this half-day holiday if any leave without pay was used by the Unit member during his or her regularly scheduled workday immediately before or after the half-day holiday.

11.5 All designated holidays shall be compensated for in ten (10) hour increments, for a total of one hundred forty (140) hours annually regardless of a Unit member's work schedule.

11.6 When a Unit member is assigned to a 5/40 or 9/80 work schedule, the one (1) or two (2) hours of excess holiday will be converted to annual leave.

11.7 Should the City abandon the closure of City Hall on Fridays, the day after Thanksgiving will be reinstated as a holiday and holiday hours will be renegotiated to ensure that all Unit members accrue the same number of holiday hours.

SECTION 12. BEREAVEMENT LEAVE:

A Unit member will be allowed forty (40) hours of paid bereavement leave per occurrence without carryover into the next calendar year in the event of the death of the Unit member's spouse, domestic partner, children, stepchildren, foster children, parent, stepparent, brother, sister, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, sons-in-law, or daughters-in-law.

ARTICLE V
ARTICLE V

ARTICLE VIINSURANCE AND RETIREMENT BENEFITS

SECTION 1. HEALTH INSURANCE PREMIUM:

1.1 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 Unit member and eligible dependents.

1.2 The cafeteria cap for the use of excess monies shall be two hundred dollars ($200.00) per month for all Unit members regardless of the number of dependents.

1.3 Unit members shall have the right to use monies remaining from the sums provided for health insurance to purchase additional term life insurance, vision care and/or long-term care insurance offered by the City.

1.4 Unit members may elect to discontinue or not elect health insurance coverage provided that they submit written proof of equivalent health insurance coverage. Unit members electing to discontinue or not electing health insurance coverage shall receive seventy-five percent (75%) of the lowest 2-party premium, to be put into a City-sponsored deferred compensation plan credited to the Unit member. Unit members currently receiving a higher amount than seventy-

five percent (75%) of the lowest 2-party premium shall continue to receive the same amount to be placed into a City sponsored deferred compensation plan credited to the Unit member. Unit members may elect to resume health coverage during any open enrollment period, as a result of any change in status, or any other period of time authorized by the policies and requirements of the City-sponsored health coverage plans.

1.5 Unit members covered by this section shall have their choice of plans provided by the California Public Employees Retirement System (CalPERS), which are available in this service area.

1.6 Spouse and dependent coverage shall continue to be available as provided through CalPERS. A Unit member's spouse and dependent children under age twenty-six (26), as well as children over age twenty-six (26) who are incapable of supporting themselves due to physical or mental disabilities existing prior to obtaining age twenty-six (26) are currently eligible to be enrolled in the CalPERS health plans. This section will be in effect for the duration of this MOU, subject to any contract changes by CalPERS.

1.7 For employees: Eligible retired Unit members shall be covered by the health insurance provided by the City according to the rules established by CalPERS. For Unit members hired prior to January 1, 2014, the effective date of Assembly Bill No. 1144 providing for a postretirement health insurance vesting schedule, the City shall pay the monthly health insurance premium for eligible retired Unit members' health insurance in the same monthly amount as provided for active full-time Unit members for the term of this MOU. For Unit members hired on or after January 1, 2014, the City shall pay a monthly health insurance premium for eligible retired Unit members' health insurance in accordance with the following schedule:

Full-Time service with Carson at time of retirement	% of difference between the required minimum contribution and the amount the City pays for active Unit members
0 – 4.99 years	0%
5 years	50%
6 years	60%
7 years	70%
8 years	80%
9 years	90%
10 ears	100%

SECTION 2. DENTAL INSURANCE PREMIUM:

2.1 The City shall pay up to, but not exceed, the amount of eighty-seven dollars ($87.00) per month for dental insurance provided by the City for each Unit member and his/her eligible dependents.

2.2 Unit members may elect to discontinue or not enroll in the dental insurance program provided that they submit written proof of equivalent coverage. Unit members electing to discontinue

or not enroll in the dental insurance program shall receive sixty-five (65%) or fifty-six dollars and fifty-five cents ($56.55) to be placed into a City-sponsored deferred compensation plan credited to the Unit member. Unit members may elect to resume dental coverage during any open enrollment period, as a result of any change in status, or any other period of time authorized by the policies and requirements of the City-sponsored dental coverage plans.

SECTION 3. LIFE INSURANCE COVERAGE:

The City agrees to provide each full-time Unit member with term life insurance coverage of not less than one hundred thousand ($100,000.00), subject to the requirements of the insurance carrier. A Unit member shall have the right to purchase supplemental term life insurance, up to the appropriate limit, using monies remaining from the monthly sum originally provided by the City for the Unit member's health insurance. The City shall continue to offer additional life insurance programs already offered for Unit member purchase.

SECTION 4. SHORT TERM AND LONG-TERM DISABILITY INSURANCE PROGRAM:

4.1 The City shall provide long term disability insurance (or "LTD") benefits for each full-time Unit member ("covered Unit member") under the terms, requirements and conditions set forth in the policy underwritten by a licensed insurance company contracted by the City. The City reserves the right to change the LTD carrier and/or LTD benefits provided, on such terms as the City determines are in its best interest, after meeting and consulting with the bargaining units.

4.2 The City shall provide short term disability insurance (or "STD") benefits for each covered Unit member solely to provide the benefit during the 90-day LTD benefit waiting period, the City shall provide a STD insurance plan for each covered Unit member under the terms, requirements and conditions compatible with the City's LTD benefit plan. Nothing herein shall bind the City to provide STD insurance coverage if the City chooses to implement a self-insured STD program.

4.3 After a maximum of a 90-day waiting period:

a. A covered Unit member who has been employed with the City for five (5) or more years, and who is disabled from his or her own occupation, shall be entitled to sixty-six and two-thirds percent (66⅔%) of his or her prevailing pay rate to a maximum pay rate of seven thousand five hundred dollars ($7,500.00) per month at the commencement of disability leave up to age sixty-five (65); and

b. A covered Unit member who has been employed with the City for fewer than five (5) years and who is disabled from his or her own occupation shall be entitled to sixty-six and two-thirds percent (66⅔%) of his or her prevailing pay rate to a maximum pay rate of seven thousand five hundred dollars ($7,500.00) per month at the commencement of disability leave for twenty-four (24) months. A covered Unit member who has been employed with the City for fewer than five (5) years and who is disabled from all occupations shall be entitled to sixty-six and two-thirds percent (66⅔%) of his/her prevailing pay rate to a maximum pay rate of seven thousand five hundred dollars ($7,500.00) per month at the commencement of disability leave up to age sixty-five (65).

c. There shall be no reduction of LTD or STD benefits for a workers' compensation permanent disability award. In no case shall a Unit member on workers' compensation receive short-term or long-term disability benefits and worker's compensation salary continuation or temporary disability benefits simultaneously.

d. There shall be no exclusion for "soft tissue injuries", including but not limited to musculoskeletal and connective tissue disorders, strains, and sprains of the cervical, thoracic and lumbosacral spine.

e. The only allowable offsets are those listed in the LTD and STD policies.

4.4 The provision of the LTD Plan and the STD Plan is conditioned upon the following:

a. The continued availability of insurance coverage for LTD and/or STD at a comparable cost as set forth in the LTD and STD policies, subject only to increases in premium not to exceed applicable increases in the consumer price index for each year for the LTD and STD Plans underwritten by the existing carrier or other insurance carrier.

b. Eligibility for and administration of benefits under the STD Plan and the LTD Plan and including the determination whether a covered Unit member is disabled from his or her own occupation, shall be determined by the insurance carrier, not by the City.

4.5 For injuries and other disabilities covered under California workers compensation laws, Unit members shall be paid their regular pay rate for up to seventeen (17) weeks from the date of such disability ("workers compensation leave") or until the City's workers compensation administrator terminates workers compensation leave either due to payment of a "compromise and release" settlement, a disability and/or service retirement, the Unit member returns to work, or a refusal by the Unit member to return to work following a determination by a physician that the Unit member is no longer temporarily disabled, whichever comes first. In the event of a dispute between the treating physician and another physician as to the Unit member's temporary disability status, such dispute shall be resolved in accordance with applicable California Workers' Compensation laws. If a Unit member is approved for workers' compensation leave, the Unit member shall not be eligible for STD or LTD benefits during the period of such workers' compensation leave. LTD eligibility for Unit members who are still disabled after seventeen (17) weeks shall be determined by the terms of the LTD insurance plan described in section 4.1, above.

4.6 While on short term or long-term disability, Unit members may use sick leave, comp time, administrative leave or annual leave, in the order specified herein, to equal 100% of the Unit member's regular salary in conjunction with the disability benefit payment.

SECTION 5. CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS):

5.1 For those Unit members hired before the effective date of the CalPERS contract amendment providing for a tiered retirement benefit, the City shall include Unit members in the CalPERS "3% at 60" Plan with the following optional public agency contract provisions:

a. The optional contract provision relating to one (1) year final compensation (12 highest paid consecutive months);

b. The optional contract provision relating to military service credit as public service;

c. The optional contract provision relating to the 1959 Survivors Program at the level four benefits;

d. The optional contract provision relating to two years additional service credit;

e. The optional contract provision relating to the Pre-Retirement Option 2W Death Benefit;

f. The optional contract provision relating to the ability to purchase part-time service credit, but solely at Unit member's own cost.

5.2 Unit members shall pay the full percentage of the member contributions.

5.3 For those Unit members hired on or after the effective date of the CalPERS contract amendment providing (May 6, 2011) for a tiered retirement benefit, and defined by Assembly Bill 340 – Pension Reform as "Classic Members", the City shall include such Unit members in the CalPERS "2% at 55" Plan with the following optional public agency contract provisions:

a. The optional contract provision relating to one (1) year final compensation (12 highest paid consecutive months);

b. The optional contract provision relating to military service credit as public service;

c. The optional contract provision relating to the 1959 Survivors Program at the level four benefits;

d. The optional contract provision relating to two years additional service credit;

e. The optional contract provision relating to the Pre-Retirement Option 2W Death Benefit;

f. The optional contract provision relating to the ability to purchase part-time service credit, but solely at Unit member's own cost.

5.4 Unit members shall pay the full percentage of the member contribution.

5.5 For those Unit members hired on or after January 1, 2013, defined by Assembly Bill 340 – Pension Reform, as "New Members", the City shall include such Unit members in the CalPERS "2% at 62" Plan with a three-year final compensation period, and with the following optional contract provisions:

a. The optional contract provision relating to military service credit as public service;

b. The optional contract provision relating to the 1959 Survivors Program at the level four benefits;

c. The optional contract provision relating to two years additional service credit;

d. The optional contract provision relating to the Pre-Retirement Option 2W Death Benefit;

e. The optional contract provision relating to the ability to purchase part-time service credit, but solely at the Unit member's own cost.

5.6 "New Members" shall pay the full percentage of the member contributions.

SECTION 6. DEFERRED COMPENSATION PROGRAM:

The City will continue to match a Unit member's annual contributions to their deferred compensation account, dollar for dollar, as follows:

a. Professional Association Unit members: One thousand dollars ($1,000.00) per calendar year.

b. Supervisors Association Unit members: One thousand five hundred dollars ($1,500.00) per calendar year.

Funds shall be electronically transferred each payday.

SECTION 7. VISION CARE PROGRAM:

The City will sponsor a vision care program. Unit members may purchase vision care through a payroll deduction from wages and/or with money remaining from the monthly sum provided for health insurance.

SECTION 8. SECTION 125 PLAN:

The City shall provide a Section 125 Tax Code plan in order to allow Unit member to deduct excess insurance premiums, unreimbursed medical expenses, and child care payments before taxes.

ARTICLE VII
SAFETY

SECTION 1. SAFETY RESPONSIBILITIES:

1.1 The City shall make a good faith effort to provide and maintain a safe and healthful place of employment.

1.2 Unit members shall perform their assigned duties safely using the practices, means, methods, operations, and processes prescribed by any law, occupational safety or health standards, safety orders, or safety rules and regulations. Unit members shall report any unsafe practices, equipment or hazardous conditions promptly to their immediate supervisor.

1.3 The City shall not require nor permit any Unit member to go to or be in any employment or place of employment not reasonably safe and healthful.

1.4 The City shall not discipline any Unit member for refusing to perform tasks in the performance of which any law, occupational safety or health standard, or safety order would be violated; if such violation would create a real and substantial risk of harm to the Unit member.

SECTION 2. SAFETY DEVICES AND SAFEGUARDS:

The City shall furnish, and the Unit member shall use, safety devices and safeguards. The City shall adopt and use practices, means, methods, operations and processes which are reasonably adequate to render City employment safe and healthful.

SECTION 3. SAFETY COMMITTEE:

The City and the Unit shall jointly participate in an advisory safety committee. The safety committee membership shall include at least one (1) Unit representative. The safety committee shall make good faith efforts in an advisory capacity to provide and maintain a safe and healthful place of employment. The safety committee shall meet on a monthly basis or other agreed schedule.

SECTION 4. USE OF VETERANS PARK SPORTS COMPLEX:

All Unit members and their families shall be entitled to use all facilities and programs at Veterans Sports Complex at the rates below:

Unit member – one hundred dollars ($100.00) per year

Unit member and family – one hundred fifty ($150.00) per year

Unit members who renew memberships shall receive the same percentage discount on the above prices as the general public receives at time of renewal. For purposes of this section, family shall mean those family members eligible for coverage under the CalPERS Health Insurance program provided by the City.

ARTICLE VIII
CITY RIGHTS

SECTION 1. EXCLUSIVE CITY RIGHTS AND AUTHORITY:

The City retains the exclusive right to manage and direct the performance of City services and the work force performing such services. The following matters shall not be subject to the meet and confer process but shall be within the exclusive authority of the City.

The consideration of the merits, necessity, or organization of any service or activity conducted by the City shall include but not be limited to the City's right to:

a. Determine issues of public policy;

b. Determine and change the facilities, methods, means, and personnel by which City operations are to be conducted;

c. Expand or diminish services;

d. Determine and change the number of locations, relocations, and types of operations and the processes and materials to be employed in carrying out all City functions, including but not limited to the right to contract out any work or operation;

e. Determine the size and composition of the work force, to assign work to employees in accordance with requirements as determined by the City, and to establish and change work assignments;

f. Determine job classifications;

g. Appoint, transfer, promote, demote, and lay off Unit members for lack of work or other appropriate reasons;

h. Initiate disciplinary action for just cause;

i. Determine policies, procedures and standards for selection, training and promotion of employees;

j. Establish Unit member performance standards, including but not limited to quality and quantity standards;

k. Maintain the efficiency of governmental operations;

l. Exercise complete control and discretion over its organization and the technology of performing its work and services;

m. Establish reasonable work and safety rules and regulations in order to maintain the efficiency and economy desirable in the performance of City services; and,

n. Determine any and all necessary actions to carry out its mission in emergencies.

The exclusive decision-making authority of the City and management on matters involving the City rights and authority shall not be in any way, directly or indirectly, be subject to the grievance procedure. Unit members may grieve the impact of the exercise of exclusive City rights and authority that directly relate to matters within the scope of representation.

SECTION 2. CONCERTED REFUSAL TO WORK:

2.1 If a Unit member engages in or induces other Unit members to engage in any unlawful strike, work stoppage, slowdown, sick-in, or other concerted refusal to work in violation of the law or any valid court order, such Unit member may be subject to disciplinary action, up to and including discharge, subject to applicable laws and procedures.

2.2 In the event the Unit engages in, encourages, or condones in any manner any unlawful strike, work stoppage, slowdown, sick-in, or other concerted refusal to work in violation of the law, or any valid court order, the City, in addition to any other lawful remedies available to it, may seek appropriate legal relief. However, the City shall not suspend recognition of the Unit or withdraw its rights under this agreement without due process and negotiation in compliance with the MMBA.

2.3 The City shall not lock out Unit members.

SECTION 3. FURLOUGHS:

City maintains the right to furlough employees during the term of this MOU if the City Council formally declares as "fiscal emergency". Notice to, and meet and confer with, the Unit is still required before taking any action.

ARTICLE IX
UNION RIGHTS AND SECURITY

SECTION 1. AGENCY SHOP:

1.1 Association Dues/Service Fees:

a. The City shall provide any newly hired Professional and Supervisors Unit members , with an authorization notice advising them that agency shop for the Association has been implemented pursuant to vote of the bargaining unit's members in accordance with state law, that said agency shop is covered by an agreement between the City and the Association, and that all Unit members subject to that agreement must either join the Association, pay a service fee to the Association, or execute a written declaration claiming a religious exemption from this requirement. Such notice shall include a form for the Unit member's signature authorizing a payroll deduction of Association dues, a service fee or a charitable contribution equal to the service fee. Such service fee shall be established by the Association, and shall not exceed the standard initiation fee, periodic dues and general assessments of the Association. Said Unit members shall have fourteen (14) calendar days from the date they receive the form to fully execute it and return it to the City's human resources division.

b. If the form is not completed properly or returned within fourteen (14) calendar days, the City shall commence and continue a payroll deduction of service fees from the regular biweekly paychecks of such Unit member. The effective date of Association dues, service fee, or charitable contribution shall begin no later than the beginning of the first pay period commencing fourteen (14) calendar days after receipt of the authorization form by the Unit member.

c. The Unit member's earnings must be sufficient after the other legal and required deductions are made to cover the amount of the dues or fees authorized. When a Unit member is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings. In the case of a Unit member in a non-pay status only during part of the pay period, whose salary is not sufficient to cover the full withholding, no deduction shall be made. In the case of a Unit member who

is receiving catastrophic leave benefits during a pay period, no deduction shall be made. In addition to the above, all other legal and required deductions (including health care and insurance deductions) have priority over Association dues and service fees.

1.2 Religious Exemption:

a. Any Unit member who is a member of a bona fide religion, body or sect that has historically held conscientious objections to joining or financially supporting public employee organizations, upon presentation to the City of active membership in such religion, body, or sect, shall not be required to join or financially support any public employee organization as a condition of employment pursuant to Government Code section 3502.5(c). The Unit member may be required, in lieu of periodic dues, initiation fees or agency shop fees, to pay sums equal to the dues, initiation fees or agency shop fees to a nonreligious, nonlabor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, chosen by the Unit member from a list of at least three of these funds, designated in a memorandum of understanding between the City and the Association, or if the memorandum of understanding fails to designate the funds, then to any such fund chosen by the Unit member. In instances where a Unit member makes direct payment to a nonreligious, nonlabor charitable fund, the Unit member shall provide proof of the payment on a monthly basis to the City as a condition of continued exemption from the requirement of financial support to the Association.

b. Declarations of or applications for religious exemption and any other supporting documentation shall be forwarded to the Association within fourteen (14) calendar days of receipt by the City. The Association shall then have fourteen (14) calendar days after receipt of a request for religious exemption to challenge any exemption granted by the City. If challenged, the deduction to the charity of the Unit member's choice shall commence but shall be held in escrow pending resolution of the challenge through means of a meeting between the Association representatives and City Manager, with the City Manager making the final determination.

Charitable contributions shall be made by regular payroll deductions unless otherwise provided for in subsection (1) above.

c. The Association has selected the following three nonreligious, nonlabor charitable funds exempt from taxation under Section 501(c)(3) of the Internal Revenue Code from which the Unit member establishing religious exemption may choose: The Boys & Girls Club of Carson, Charlotte's House and the Child Guidance Center. This list may change from time to time, but only upon written notice and agreement by both parties.

1.3 Rescission:

a. The agency shop provision in this Agreement may be rescinded by a simple majority of votes cast by eligible bargaining unit members provided that:

(1) A request for such a "rescission vote" is supported by a petition containing the signatures at least thirty (30) percent of the Unit members in the bargaining unit;

(2) The vote is by secret ballot; and

(3) The vote may be taken only once per City fiscal year. (If a "rescission vote" is requested, conducted and results in rescission of agency shop, then the Association agrees not to request, petition for, negotiate for or otherwise seek agency shop for one calendar year from the date of the payroll check covering the pay period in which the agency shop deductions actually cease following a rescission vote.)

1.4 Records:

The Association shall keep an adequate itemized record of its financial transactions and shall make available annually, to the City, and to the employees who are members of the Association, within sixty (60) days after the end of the Association's fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to accuracy by its president and treasurer or corresponding principal officer, or by a certified public accountant.

1.5 Indemnification:

The Association shall indemnify, defend, and hold the City harmless against any liability arising from any claims, demands, or other action relating to the City's compliance with the agency fee obligation, including but not limited to claims relating to any election or vote, improper deductions, and the Association's use of monies collected under these provisions. The City reserves the right to select and direct legal counsel in the case of any challenge to the City's compliance with the agency fee obligation, and the Association agrees to pay any attorney, arbitrator or court fees, costs and expenses related thereto or associated therewith.

SECTION 2. LEGAL COUNSEL:

The City agrees to provide Unit members with legal counsel in accordance with the obligations imposed on public entities by Government Code Sections 825 and 995. The City agrees that Unit members have the right to their own legal representation in all disciplinary actions, but at their own expense.

SECTION 3. RELEASE TIME:

The City shall provide Unit members with release time leave subject to the following conditions:

3.1 Upon advance written notice and unless the Unit member's or designated representative's use of release time interferes with work group operations, the immediate supervisor shall permit a Unit member and one designated representative to use release time as time off from work with pay in order to prepare a formal grievance or to appeal a disciplinary action.

3.2 The immediate supervisor may approve release time requests for up to one (1) hour for both the Unit member and one (1) designated representative for each formal grievance. The immediate supervisor may approve release time requests for up to two (2) hours for both the Unit member and one (1) designated representative for each pre-disciplinary conference or disciplinary hearing. Additional request for release time to prepare for a formal grievance or to appeal a disciplinary action must be approved in advance by the appointing authority.

3.3 A Unit member's designated representative may use release time to be present at the presentation of a formal grievance, a pre-disciplinary conference or disciplinary hearing.

3.4 Up to 4 representatives and/or officers of the Unit will be permitted to use release time to attend meet and confer sessions. Up to 2 representatives and/or officers of the Unit will be permitted to use release time to attend Personnel Committee meetings or Labor/Management meetings scheduled by the City during work hours. The City shall not be liable for overtime payments for sessions or meetings beyond regular work schedules.

3.5 Release time is not available for external grievance or legal procedures, such as PERB, court hearings, etc.

3.6 Unit representatives shall be permitted monthly paid release time for executive board meetings; such meetings shall not exceed two work hours.

3.7 Unit representatives may request release time from the employer-employee relations officer or a special meeting of Unit representatives or the general membership not otherwise covered in this provision. Such requests shall be in writing stating the reasons for such request.

.8 Unit members who use release time pursuant to the provisions of this section shall record all such hours on their payroll job ticket each payroll period.

.9 Release time is to be used to cover labor relations activities that occur during a Unit member's normal work hours. It does not add to a Unit member's normal work schedule nor create any overtime obligation. Any hours expended outside normal work hours shall not count as release time, shall be uncompensated by the City, and are the personal responsibility of the Unit member. However, the City Manager, Assistant City Manager, or the Human Resources Director may pre-authorize overtime for labor relations related purposes.

.10 Release time is not available for labor relations related administrative or legal proceedings, except that the bargaining unit may have one representative at administrative proceedings who shall be entitled to the use of release time and all represented members that may be called as witnesses at any administrative proceeding shall be entitled to use release time to cover any required attendance at such proceeding that occurs during the Unit member's normally scheduled work hours. Unit members that are to be called as witnesses at such proceedings shall be placed "on call" with at least one-hour notice of the need for their attendance and allowed to use release time for any time spent that occurs during the Unit member's normally scheduled work hours. Examples of administrative proceedings include, but are not limited to, PERB, EEOC, DFEH, Labor Commissioner, etc.

3.11 Unit members shall be permitted one (1) hour of paid release time per month to attend membership meetings. The bargaining unit will keep sign-in sheets and provide same to Human Resources to prove attendance at the membership meetings.

SECTION 4. CONFERENCE ATTENDANCE:

The City agrees to permit Professional and Supervisory Unit members to attend one work-related professional conference of their choosing during each fiscal year, with the approval of the Unit member's Director, at City expense provided funds are available. The location of the conference must be held within the Western Continental United States and shall be consistent with any Standard Management Procedures (SMP) authorized by the City Manager on attendance at conferences. The conference would be in addition to any conference the Unit member's Director may require the Unit member to attend. The Unit member will receive no additional compensation or consideration if the Unit member chooses not to make use of this opportunity in a given fiscal year.

SECTION 5. FAIR LABOR STANDARDS ACT:

5.1 The Union affirms the City's right and obligation to determine the jobs in the City of Carson that are exempt according to the provisions of the Fair Labor Standards Act.

5.2 The Union agrees that supervisors classifications and positions represented by the Unit are non-exempt as defined in the Fair Labor Standards Act.

5.3 The Union agrees that the positions marked as exempt in Appendix A are currently defined by the City as exempt in accordance with the Fair Labor Standards Act.

5.4 The Union agrees that these positions determined to be exempt as defined in the Fair Labor Standards Act are exempt from the minimum wage and overtime provisions of the Fair Labor Standards Act and the overtime provisions of the City of Carson Personnel Rules.

SECTION 6. REORGANIZATION OR RECLASSIFICATION:

The City agrees to meet and confer with the Union in the event of any reorganization and/or reclassification impacting on the members of the Union.

SECTION 7. FLEXIBLE WORK SCHEDULES:

The City will work with Unit members to achieve flexibility in work schedules to accommodate special needs in areas such as: childcare, eldercare or education. These accommodations can be made whenever they can be done without causing hardship on the work unit. The allowable work schedule flexibility shall be restricted to those that can be made within the workday, such as: modifying starting or ending time by thirty (30) minutes, and/or reducing the meal period to thirty (30) minutes. Flexibility may also include other modifications which would require the use of leave hours or reductions in pay.

SECTION 8. UNION ACCESS TO NEW EMPLOYEE ORIENTATIONS & INFORMATION:

Pursuant to AB 119, the City agrees to provide, when practical, no less than 10-days' notice in advance of any new employee orientations and provide the Union access to the orientation(s). Orientation refers to any onboarding process, whether in person, online or through other means. Access shall be determined by the Union, which could mean representational attendance or correspondence. The Union shall advise the City reasonably in advance as to the type of access requested. The City agrees to provide such reasonable notice of current employees that have changed position status." (i.e. part-time to full time, promotional, etc.)

The City agrees, pursuant to AB 119, to provide the Union with the name, job title, department, work location, and work telephone number of newly hired employees within thirty (30) days of the date of hire. The City also agrees to provide the Union with the name, job title, department, work location, work, home and personal cellular telephone numbers, personal email addresses and home address of all bargaining unit employees once a year or upon request as long as the prior request for such information or the provision of such information was at least more than 120 days earlier.

SECTION 9. BULLETIN BOARDS

The City shall furnish adequate, visible and accessible bulletin boards for the Association and Union to post Union-relevant information for bargaining unit members.

SECTION 10. WORK ACCESS

Authorized Association and Union representatives shall be given access to work locations during working hours for the following purposes including but not limited to: processing potential or actual grievances, observing working conditions and posting information on Union bulletins boards.

ARTICLE X
GRIEVANCE PROCEDURE

SECTION 1. PURPOSE:

The purpose of the Grievance Procedure is to establish channels of communication between Unit members, supervisors, and management. The City encourages any Unit member having a grievance related to his or her working conditions to discuss the matter informally with his or her immediate supervisor without undue delay in order to resolve the issue. The purpose of these preliminary discussions is to settle disagreements fairly, as quickly as possible, and to eliminate problems before they evolve to grievances.

SECTION 2. DEFINITION:

A grievance is a timely written complaint by one or more Unit members concerning the application or interpretation of the provisions of this MOU affecting Unit members' wages, hours, and working conditions.

SECTION 3. GRIEVANCE STEPS:

The grievance procedure shall be used to resolve a Unit member's complaints as defined in Section 2 above. The grievance procedure shall consist of the following "Steps."

Step 1. A Unit member shall have the right to present a grievance, in writing, within five (5) working days of the action or incident causing the grievance. Such grievance shall be provided to the immediate supervisor of the Unit member. All grievances shall state the violation of this MOU, how it affects the Unit member's wages, hours, working conditions or job security, and the Unit member's requested remedy. Within ten (10) working days of receipt of the grievance, the immediate supervisor shall render a written decision responding to the grievance and return the completed grievance form to the Unit member. Failure of the immediate supervisor to render a written response on the grievance within ten (10) working days of receipt of the grievance shall constitute a constructive denial of the grievance. If denied, and the Unit member wishes to move the grievance to the next Step in the grievance process, then the Unit member shall move the grievance to the next immediate supervisor within the chain of command, in accordance with Section 3, Step 2 of this Article. The grievance shall be considered resolved and no further review of the subject matter of the grievance shall be permitted under this Article when the Unit member does not seek further review of the grievance within five (5) working days after response to or constructive denial of the grievance by the immediate supervisor.

Step 2. If the immediate supervisor's response does not satisfactorily resolve the complaint, and/or the grievance is denied, then the Unit member and/or the Unit member's designated representative may submit the grievance to the next immediate supervisor within the chain of command, within five (5) working days of the immediate supervisor's actual or constructive decision on the grievance. The next immediate supervisor shall contact and discuss the grievance with the Unit member and/or the Unit member's designated representative and shall discuss the grievance with the Unit member's immediate supervisor. Within ten (10) working days after receipt of the grievance, the next immediate supervisor shall render a written response to the grievance and the completed grievance form shall be returned to the Unit member. Failure of the next immediate supervisor to render a written response on the grievance within ten (10) working days of receipt of the grievance shall constitute a constructive denial of the grievance. If the next immediate supervisor's response does not satisfactorily resolve the complaint, the Unit member and/or Unit member's designated representative may present the grievance to the next succeeding supervisor within the chain of command, within five (5) working days of the next immediate supervisor's response to or constructive denial of the grievance. The grievance shall be considered resolved and no further review of the subject matter of the grievance shall be permitted under this Article when the Unit member does not seek further review of the grievance within five (5) working days after response to or constructive denial of the grievance by the next immediate supervisor. Prior to submitting any grievance to the Director in accordance with Step 3, all Unit members are required to submit their grievance to each next immediate supervisor within the chain of command, and in order of the chain of command, in accordance with the timing requirements and procedures of this Step 2.

Step 3. If the grievance is not satisfactorily resolved through presentation of the complaint to the Unit member's supervisors pursuant to Step 2, and/or the grievance is denied, the Unit member and/or the Unit member's designated representative may thereafter submit the grievance to the Director of his/her work group, within five (5) working days of the last supervisor's response or constructive denial of the grievance. The Director shall contact and discuss the grievance with the Unit member and/or the Unit member's designated representative and shall discuss the grievance with the Unit member's immediate supervisor and others within the Unit

member's chain of command. Within ten (10) working days after receipt of the grievance, the Director shall render a written decision on the grievance and the completed grievance form shall be returned to the Unit member. Failure of the Director to render a written decision on the grievance within ten (10) working days constitutes a constructive denial of the grievance. The grievance shall be considered resolved and no further review of the subject matter of the grievance shall be permitted under this Article when the Unit member does not seek further review of the grievance within five (5) working days after the receipt of the response to or constructive denial of the grievance by the Director.

Step 3a. Before moving a grievance to the City Manager's step, a Unit member may request an advisory mediation session. The cost of mediation will be shared by the City and the Unit on a 50/50 basis, with both parties bearing their own legal costs, including but not limited to attorneys' fees.

Step 4. If the grievance is not satisfactorily resolved through presentation of the complaint to the Unit member's Director pursuant to Step 3, or through advisory mediation pursuant to step 3a, and/or the grievance is denied, the Unit member and/or the Unit member's designated representative may thereafter submit the grievance to a non-involved Director or the Human Resources Department Head in lieu of the City Manager. The hearing officer shall be mutually agreed upon by both parties. When the Unit member presents a grievance to a non-involved Director or the Human Resources Department Head in lieu of the City Manager, the selected person shall discuss the grievance with the Unit member and/or the Unit member's designated representative. The selected person shall also discuss the grievance with the Unit member's immediate supervisor and others within the chain of command, up to and including the Director. Within ten (10) working days after receipt of the grievance, the selected person shall render a written decision on the grievance. Failure of the selected person to render a written response on the grievance within ten (10) working days of receipt of the grievance shall constitute a constructive denial of the grievance. The decision or constructive denial of the selected person shall resolve the grievance and no further review of the subject matter of the grievance shall be permitted within the City's administrative process. Thereafter, the Unit member may consider the administrative procedures completed and sue for redress of the grievance.

SECTION 4. NON-DEPARTMENTAL GRIEVANCES:

Grievances resulting from decisions or actions outside the work group chain-of-command shall be initiated by the Unit member and/or Unit member's representative with the Director of the work group from which the decisions or actions occurred, and will follow the procedures as detailed in Section 3 of this Article.

SECTION 5. EXTENSIONS OF TIME:

Extensions of any of the time limits on the presentation of, or responses to, a grievance as set forth in the grievance procedure may be mutually agreed to by the parties involved with the grievance but must be evidenced in writing by both sides.

SECTION 6. REPRISALS:

The City shall not institute any reprisals against any Unit member or designated representative resulting from the use of the grievance procedure.

SECTION 7. MATTERS EXCLUDED FROM THE GRIEVANCE PROCEDURE:

7.1 Those matters not specifically provided for under the definition in Section 2 above.

7.2 Disputes involving the content of performance reviews arising from the application of the provisions of SMP No. 6.4.

ARTICLE XI
APPEAL PROCEDURES

SECTION 1. REQUEST FOR DISCIPLINARY HEARING:

Unit members who have passed probation shall have the right to appeal the imposition of disciplinary action. As used herein, the term "disciplinary action" shall mean discharge, involuntary demotion or suspension of a Unit member, in accordance with the City of Carson Personnel Rules, as such Personnel Rules may be amended from time to time. When a Unit member requests a disciplinary hearing, the request shall be in writing, signed by the Unit member, and presented to the Human Resources Director within ten (10) calendar days after the notification date of the imposition of the disciplinary action. Any such request shall be addressed to the Human Resources Director and shall identify the subject matter of the appeal, the grounds for the appeal, and the relief desired by the Unit member. All disciplinary hearings shall be considered in private unless the Unit member requests, in writing, a public hearing. If the Unit member fails to request a disciplinary hearing within the prescribed time, the Unit member shall have waived the right to a hearing and all rights to further appeal of the disciplinary action.

SECTION 2. SCHEDULING OF DISCIPLINARY HEARING:

The Human Resources Director shall be responsible for scheduling any disciplinary hearing within a reasonable time after the filing of the Unit member's request, considering the availability of a hearing officer and the convenience of the Unit member and witnesses. If the disciplinary action taken by the Unit member's Director is discharge, the parties shall commence proceedings to select a hearing officer under Section 3 within fifteen (15) calendar days after the filing of the Unit member's request, unless a time extension is agreed to in writing by both the City and the affected Unit member and/or his/her representative.

SECTION 3. HEARING OFFICER:

3.1 The appointing authority shall be the hearing officer for disciplinary hearings except for those involving discharge. The appointing authority may designate a Director, as mutually agreed upon by the City and the Unit Union, as the hearing officer for any disciplinary hearing that does not involve discharge.

3.2 In any disciplinary hearing involving discharge, a neutral hearing officer shall be selected from an outside source pursuant to a method mutually agreed upon by the City and the Union, unless the Unit member and/or his/her representative and the appointing authority mutually agree in writing that the hearing officer may be the City Manager.

3.3 Where a neutral hearing officer is selected from an outside source, the cost for the hearing officer shall be shared equally by the City and the Union.

3.4 The City Manager or his/her designee shall be the final hearing officer on all matters of discharge brought forward by a Unit member without the support or involvement of the Unit member's Unit.

SECTION 4. REPRESENTATION AT DISCIPLINARY HEARING:

4.1 At the disciplinary hearing, the Unit member may appear personally and shall have the right to be represented by counsel and any other person(s) allowed by the hearing officer, but during the disciplinary hearing only one person shall have the right to present the appeal on behalf of the Unit member.

4.2 The Unit member and the City shall each have the right to produce and confront witnesses and to present any relevant oral or documentary evidence.

4.3 Subsections 4.1 and 4.2 are not intended to, and shall not preclude the hearing officer from questioning any witness, or asking any representative or other person present at the hearing, any questions that the hearing officer may deem appropriate and relevant to the subject matter of the appeal.

SECTION 5. BURDEN OF PROOF AND EVIDENCE:

The City shall have the burden of proof and shall be required to prove the charges against the Unit member by a preponderance of the evidence. The disciplinary hearing shall not be conducted according to the technical rules of evidence.

SECTION 6. CONDUCT OF THE DISCIPLINARY HEARING:

The conduct of the disciplinary hearing shall be under the control of the hearing officer with due regard for the rights and privileges of the parties. During the examination of a witness, the hearing officer may exclude from the hearing any and all other witnesses. The hearing officer shall have the power to issue subpoenas to compel the attendance of witnesses or the production of documents.

SECTION 7. HEARING OFFICER'S DECISION:

Within thirty (30) calendar days after the conclusion of the evidentiary and argument portions of the disciplinary hearing, the hearing officer shall issue a written decision containing findings of fact and conclusions of law. The hearing officer shall have the authority to affirm, revoke, or reduce the disciplinary action imposed against the Unit member. The hearing officer's decision constitutes a final resolution of any disciplinary action and no further appeal shall be permitted within the City's administrative process.

ARTICLE XII
LAYOFF

SECTION 1. PREREQUISITE FOR LAYOFF:

If the City Manager determines that a reduction in personnel is necessary for economic reasons, then the order of layoff shall observe the "seniority rule" in putting the reduction into effect. (Government Code § 45100.) It is agreed by the City and the Union that the seniority rule shall mean that when any classification having two or more Unit members is subject to less than a complete lay off, then the Unit members shall be laid off in order of reverse seniority based first upon actual service time in the classification, and in instances where that is equal, then on tenure, defined as cumulative actual City service time.

Reductions in the City's work force for reasons other than solely economic reasons shall continue to observe the layoff order as set forth below in subsections 1.1 through 1.4, and Section 2:

1.1 All temporary, seasonal, and/or recurrent and probationary Unit members have been released from the classification.

1.2 Unit members in the classification have been given an opportunity to seek lateral transfer or voluntarily demote to existing vacant positions, for which they meet minimum qualifications.

1.3 Management will meet and consult with the representative of the Union over alternative courses of action to avoid such layoff.

1.4 Notice of actual layoffs shall be given no less than twenty-eight (28) calendar days before the date of implementation. Such notice shall include:

a. Classification where layoff is to occur;

b. Seniority list by total actual City service in the affected classification; and

c. List of current permanent vacancies in all classifications represented by the Union.

SECTION 2. ORDER OF LAYOFF:

2.1 Layoffs shall occur on the basis of seniority, with the least senior Unit member based on total actual employment in a classification represented by the Union shall be laid off first and any subsequent layoff shall proceed to the next least senior.

2.2 Ties in Seniority – Where the seniority of two (2) Unit members is of the same length, the Unit member with the shorter tenure shall be laid off first.

2.3 Ties in Tenure - Where the actual seniority and tenure of two (2) Unit members are of the same length, tenure shall be decided by the date and time of the employee's submission of job application to the City.

2.4 Title changes and/or amended class specifications for classes with multiple positions will not change or alter the seniority rights of the incumbents in the original classification when subject to layoff, provided such prior classification is the same salary range.

SECTION 3. VOLUNTARY DEMOTION:

A Unit member so laid off may choose voluntary demotion so as to avoid layoff.

3.1 Such voluntary demotion can be to a lower or equal class of previous standing or to a lower or equal class that is vacant provided they meet the minimum qualifications for those positions.

3.2 If the voluntary demotion causes a layoff in the lower or equal class, such layoff shall follow the provisions of this Article.

SECTION 4. RECALL:

Unit members who laterally transfer, take a voluntary demotion or are laid off pursuant to the provisions of this Article, shall have their names entered onto a recall list for the classification of original standing.

4.1 Such a list shall be in inverse order of layoff, lateral transfer or voluntary demotion.

4.2 The recall list shall be kept by Human Resources and shall be used in order when any vacancy for that classification is to be filled.

4.3 The list shall be maintained until all names have been offered an opportunity for recall or at the end of three (3) years, whichever comes first.

4.4 The appointing authority shall offer appointment to the first name on said list. If the individual accepts and he or she shall be appointed after sixty (60) days from the date of layoff, the Unit member may be required to take a medical examination so as to ensure the Unit member is medically and mentally capable of performing duties of the classification. The individual shall still be required to meet the minimum qualifications of the classification.

SECTION 5. SEVERANCE PACKAGE:

The City shall provide laid off Unit members a severance package in exchange for release of all claims as follows:

5.1 Severance pay calculated at thirty (30) hours for each year of service with a minimum benefit of 173.33 hours pay and a maximum benefit of 520 hours pay.

5.2 Medical and dental benefits will be provided through the regular insurance and/or COBRA reimbursement for the time period equivalent to the number of days as the severance pay.

ARTICLE XIII
OTHER MATTERS WITHIN THE SCOPE OF REPRESENTATION

SECTION 1. STATUS OF GRANT FUNDED EMPLOYEES:

Full-time, non-general fund Unit members shall be considered City employees and will receive all benefits and rights conferred by this MOU. This includes, but is not limited to, Unit members funded through the Carson Successor Agency, Carson Housing Authority, Community Development Block Grant, AQMD funds and Proposition A or C funds.

SECTION 2. PROMOTIONAL OPPORTUNITIES:

2.1 The City shall make a good faith effort to promote and transfer from within the City service.

2.2 The City shall recruit for and establish eligibility lists for all vacant budgeted positions, unless they are temporarily frozen by the City Manager. At his/her sole discretion, the City Manager may fill a position by reinstatement or voluntary demotion.

2.3 A Unit member who is rejected during the probationary period shall be reinstated to the position from which he or she had been promoted. A rejected promotional probationary Unit member does not waive their right to appeal within the City's administrative appeal process. A promotional probationary period shall be used for the evaluation of a Unit member in the promotional capacity and can in no way be used to revoke rights or benefits gained by the prior passage of the Unit member's initial probationary period within the City.

SECTION 3. CITY COUNCIL PERSONNEL COMMITTEE:

The City agrees to inform the Unit of any issues going before the City Council Personnel Committee and City Council concerning the Unit. The Unit will be given this information and the right to attend said meetings on release time, limited to one or two members, as appropriate.

SECTION 4. JOB SERIES STUDY:

4.1 The City acknowledges the Job Series and will create advancement criteria for:

a. Assistant Planner/Associate Planner

b. Emergency Management Specialist/Emergency Management Senior Specialist

c. Accountant I/Accountant II

d. Administrative Analyst/Sr. Administrative Analyst

e. Administrative Specialist . Sr. Administrative Specialist

SECTION 5. JOB SHARING:

5.1 Job Sharing Definition:

Bifurcation of the job duties (essential functions) of a full-time classification into two equal ½-time jobs that total full-time work, generally 40 hours per week, 52 weeks per year.

5.2 Benefits:

A Job-Sharing Unit member shall receive, as applicable, benefits on the basis of one-half the rate accorded to comparable full-time employees. No other method of pro-ration shall apply. For benefits that have a time or service requirement to qualify to receive them, a year shall be defined as successful completion of 2,080 hours of service. Under Job Sharing, this will generally be 104 weeks at 20 hours per week.

5.3 Job Sharing Unit member:

One of a pair of Unit members, each of whom job shares by performing one-half of the essential functions of a full-time classification and who works ½ of the hours of the full-time class, generally 20 hours per week, 52 weeks per year.

5.4 Vacancy of Job Share Position:

If one person occupying half of a job share position leaves the city or takes an extended leave, the City may compel the person occupying the other half to convert to full time. If the person chooses not to convert to full time, the City has the option to eliminate both the job share positions and commence recruitment for a full-time position.

5.5 Resumption of Full-Time Status.

If a Job Sharing Unit member wishes to resume full-time work with the City, he or she shall seek reassignment or transfer to a full-time position in the Unit member's department, for which he or she meets the minimum qualifications. Should the Unit member's department be unable to effect such reassignment, the Unit member shall seek a transfer as prescribed under the Personnel Rules.

5.6 Involuntary Conversion to or from Job Sharing Status.

Neither management nor Unit members shall convert full-time positions to job-sharing positions, or the converse, without first consulting with the other party. If both parties are in agreement, as well as the affected Unit members, the decision shall be memorialized via Personnel Action Request forms.

5.7 Salary Anniversary Date.

If a Unit member's appointment to a Job Sharing position is either as a new hire or by promotion, the salary anniversary date shall be defined as that date which occurs upon successful completion of 2,080 hours of service, generally 104 weeks at 20 hours per week. Such Unit members may be considered for a merit increase after successful completion of 1,040 hours of service, generally 52 weeks at 20 hours per week. Subsequent salary anniversary dates shall be defined as those dates which occur upon completion of 2,080 hours of service, generally 104 weeks at 20 hours per week. If a Unit member's appointment to a Job Sharing position is not a new hire or promotion, the salary anniversary date shall be based on his or her prior service, in accordance with the Personnel Rules.

ARTICLE XIV
DRAFTING PROVISIONS AND DURATION

SECTION 1. FULL UNDERSTANDING:

This MOU sets forth the full and entire understanding of the parties regarding the matters contained herein, and any other prior or existing understandings or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded and/or terminated in their entirety. All provisions of existing City rules and regulations, resolutions, ordinances and policies not specifically contained in, or referred to by this MOU, shall remain in full force and effect, and are specifically not superseded or otherwise affected by this MOU. This MOU contains all the terms, covenants and stipulations of employment for Professional and Supervisor Unit members and supersedes all prior resolutions adopting MOUs for this Unit and practices except for those contained in the City's written rules and regulations, resolutions, ordinances and policies that are not in conflict or inconsistent with

the MOU. It remains the parties understanding that the City's Personnel Rules, however, do not apply to unclassified persons covered by this MOU.

SECTION 2. SEVERABILITY:

Notwithstanding any other provisions of this MOU, in the event that any article, section, or subsection of this MOU shall be declared invalid by any court or by any state or federal law or regulation, or should a decision by any court or any state or federal law or regulation diminish the benefits provided by this MOU, or impose additional obligations on the City, the City and the Unit shall meet and confer on the affected article, section, or subsection. In such event, all other articles, sections or subsections of this MOU not affected shall continue in full force and effect.

SECTION 3. EMERGENCY WAIVER:

In the event of circumstances beyond the control of the City, such as acts of God, fire, flood, earthquake, insurrection, civil disorder, national emergency, or similar circumstances, provisions of this MOU or the Personnel Rules and Regulations of the City, which restrict the City's ability to respond to these emergencies, shall be suspended for the duration of such emergency. After the emergency is declared over, this MOU will be reinstated immediately. The Unit shall have the right to meet and confer with the City regarding the impact on Unit members of the suspension of provisions in the MOU during the course of the emergency. Any rights and benefits suspended by virtue of the emergency shall be restored as soon as practicable at the conclusion of the emergency.

SECTION 4. JOINT DRAFTING:

Each party has cooperated in the drafting and preparation of this MOU. Hence, in any construction to be made of this MOU, the same shall not be construed against any party.

SECTION 5. MODIFICATION:

This MOU may only be modified or amended by written agreement between the parties which then must be approved by Council resolution.

SECTION 6. DURATION:

This Memorandum of Understanding shall be binding on the City and the Unit when adopted by the City Council.

Except as otherwise provided herein, this MOU shall be in full force and effect from July 1, 2024 and shall remain in full force and effect up to and including June 30, 2027.

SECTION 7. REOPENERS/ME TOO CLAUSE:

The parties do specifically agree to reopen the meet and confer process during the term of this MOU only as regards the following issues. These reopeners are not contingent upon the execution of any successor MOU and no successor MOU is contingent upon agreement on these reopeners:

a. Changes and/or revisions to the City's Personnel Rules and Regulations, including related SMPs;

b. Changes and/or revisions to the City's Employer Employee Relations Resolution (EERR);

c. Changes to Unit member job specifications;

d. Changes to any other wage, hour, term or condition of employment requiring meet and confer pursuant to applicable law.

e. Acting Duty Pay Modification.

f. Overtime for exempt Unit members pay related to elections and declared emergencies;

g. Court Summons/Subpoena/Jury Duty – pay to exempt Unit members for attending court on a non-work days;

h. Workers Compensation Leave – The parties agree to a reopener to discuss the City's proposal to not offset workers' compensation/temporary disability payments against long term disability. Employee shall not be allowed to transition from workers' compensation/temporary disability to long term disability while still suffering from an occupational injury.

i. Short and Long Term Disability Insurance – The parties agree to a reopener to discuss the City's proposal to change the short and long tent disability benefit on base salary only, not including special compensation.

j. Biometric Timekeeping – The parties agree to a reopener to discuss the City's proposal to implement biometric timekeeping during MOU term.

k. Home Telephone Calls – The parties agree to a reopener to discuss the City's proposal to negotiate clarifying language to Article III, Section 9 compensation provision for home telephone calls, including any related issues.

l. Call Back – The parties agree to a reopener to discuss Unit's proposal to negotiate clarifying language to Article III, Section 10 regarding call back and overtime.

m. Stand By Pay – The parties agree to a reopener to discuss Unit's proposal that bargaining unit employees on monthly standby duty shall be compensated $280 per week and shall be compensated for all hours worked when called to actual duty, as defined and required by the Fair Labor Standards Act and the Portal-to-Portal Act.

n. Safety Shoes – The parties agree to a reopener to discuss Unit's proposal to add to Article VI Section 1 the provision of safety shoes for certain classifications.

o. Job Series – The parties agree to a reopener to discuss Unit's proposal on adding a Job Series for Planning and Analyst classifications to the MOU.

p. Court Summons/Subpoena/Jury Duty – pay to exempt Unit members for attending court on a non-workdays; and

q. Lateral Transfers.

r. Administrative Leave increase from 120-180 hours

s. Deferred Compensation increase by $200, and all Unit members receive same amount

t. Professional Development amount increase by $100

u. Increase in annual leaves of two vacation hours per month

v. Stand-by pay and take home vehicles

w. Job Sharing / special compensation pay (seeking definition on special compensation pay)

x. Improved Grievance procedure

During the term of this MOU, if any other bargaining unit in the City of Carson receives additional increases to the proposed cost of living increases or other compensation, including retroactive payments, as described in Article III, Section 1 [Salary], or additional improvements to the health insurance benefits, including but not limited to, additional City contributions to the health insurance premiums or cafeteria caps; or any other financial improvements, the City agrees to provide the same such increases and improvements to the Union and to meet and confer with the Union over such increases and improvements.

ARTICLE XV
CITY COUNCIL APPROVAL

The City Manager and Employee Relations Officer of the City and the Unit have met and conferred in good faith on wages, hours and other terms and conditions of employment for the Unit members represented by the Unit and have reached agreements which are set forth in this MOU. This MOU constitutes a joint recommendation by the City's negotiators and the Unit, after ratification of its membership, to be submitted to the City Council for its determination and approval by one or more resolutions, as the City Council may deem fit and proper. This MOU is of no force or effect unless or until ratified and approved by a resolution of the City Council.

[SIGNATURES ON FOLLOWING PAGE]

IT IS SO AGREED:

CPSA

Robin Wilson, President

Garrett Roberts, Vice President

Priscilla Carreras, Treasurer

Luchie Magante, Secretary

CITY OF CARSON

David C. Roberts Jr., City Manager

Pam Lee, Deputy City Attorney

Attachments:
Appendix A – CPSA Monthly Salary Schedule effective July 1, 2024
Appendix B – CPSA Monthly Salary Schedule effective July 1, 2025
Appendix C – CPSA Monthly Salary Schedule effective July 1, 2026
Appendix D – CPSA / SEIU Side Letter Agreement – Job Series Program for Administrative Specialist and Senior Administrative Specialist

City of Carson
Monthly Salary Schedule
Carson Professional & Supervisors Association
Effective July 1, 2024
6% COLA - Appendix A

TITLE	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Accountant I	901	38.30	40.21	42.22	44.33	46.55	48.88
Accountant II	902	42.27	44.38	46.60	48.93	51.38	53.95
Administrative Analyst	903	45.31	47.57	49.95	52.45	55.07	57.82
Administrative Specialist	904	39.08	41.04	43.09	45.25	47.51	49.88
Assistant Planner	905	41.03	43.08	45.24	47.50	49.87	52.37
Associate Civil Engineer	906	52.56	55.19	57.95	60.85	63.89	67.08
Associate Planner	907	47.61	49.99	52.49	55.12	57.87	60.77
Business Development Analyst	908	50.02	52.52	55.14	57.90	60.80	63.84
Civil Engineering Assistant	907	47.61	49.99	52.49	55.12	57.87	60.77
Emergency Management Specialist	904	39.08	41.04	43.09	45.25	47.51	49.88
Emergency Preparedness Analyst	914	48.79	51.22	53.79	56.48	59.30	62.26
GIS Analyst	907	47.61	49.99	52.49	55.12	57.87	60.77
GIS Technician	904	39.08	41.04	43.09	45.25	47.51	49.88
Housing Analyst	903	45.31	47.57	49.95	52.45	55.07	57.82
Housing Program Manager	909	59.45	62.43	65.55	68.83	72.27	75.88
Housing Specialist	910	51.26	53.83	56.52	59.34	62.31	65.43
Network Administrator	910	51.26	53.83	56.52	59.34	62.31	65.43
Principal Administrative Analyst	908	50.02	52.52	55.14	57.90	60.80	63.84
Project Manager	909	59.45	62.43	65.55	68.83	72.27	75.88
Public Information Analyst	903	45.31	47.57	49.95	52.45	55.07	57.82
Public Safety Specialist	904	39.08	41.04	43.09	45.25	47.51	49.88
Public Works Programs Administrator	909	59.45	62.43	65.55	68.83	72.27	75.88
Senior Administrative Analyst	907	47.61	49.99	52.49	55.12	57.87	60.77
Senior Administrative Specialist	905	41.03	43.08	45.24	47.50	49.87	52.37
Senior Civil Engineer	912	60.93	63.98	67.17	70.53	74.06	77.76
Senior Engineering Technician	913	40.46	42.49	44.61	46.84	49.19	51.64
Sr. Budget Analyst	917	53.69	56.38	59.20	62.16	65.27	68.53
Special Projects Manager	919	76.09	79.89	83.89	88.08	92.47	97.10
Storm Water Engineer	910	51.26	53.83	56.52	59.34	62.31	65.43
Systems Administrator	918	60.73	63.76	66.95	70.30	73.82	77.51
Systems Business Analyst	918	60.73	63.76	66.95	70.30	73.82	77.51
Systems Specialist	903	45.31	47.57	49.95	52.45	55.07	57.82
Water Quality Administrator	906	52.56	55.19	57.95	60.85	63.89	67.08
Web Developer	910	51.26	53.83	56.52	59.34	62.31	65.43
Community Center Program Manager	602	53.96	56.66	59.49	62.47	65.59	68.87
Human Services Program Manager	602	53.96	56.66	59.49	62.47	65.59	68.87
Recreation Program Manager	602	53.96	56.66	59.49	62.47	65.59	68.87
Senior Accountant	603	48.79	51.22	53.79	56.48	59.30	62.26
Senior Buyer	611	43.13	45.29	47.55	49.93	52.43	55.05

Senior Planner	610	55.21	57.97	60.87	63.91	67.10	70.46
Supv., Code Enforcement	605	45.45	47.72	50.11	52.62	55.25	58.01
Supv., Construction Inspection	604	48.92	51.36	53.93	56.63	59.46	62.43
Supv., Custodial	606	40.04	42.05	44.15	46.36	48.67	51.11
Supv., Employment Development	611	43.13	45.29	47.55	49.93	52.43	55.05
Supv., Event Services	601	46.46	48.78	51.22	53.78	56.47	59.29
Supv., Facilities Maintenance	604	48.92	51.36	53.93	56.63	59.46	62.43
Supv., Parks Maintenance	607	44.20	46.42	48.74	51.17	53.73	56.42
Supv., Public Works Maint.	601	46.46	48.78	51.22	53.78	56.47	59.29
Supv., PW Maint.-Tree Maint.	601	46.46	48.78	51.22	53.78	56.47	59.29
Supv., Warehouse	606	40.04	42.05	44.15	46.36	48.67	51.11
Transportation Program Manager	602	53.96	56.66	59.49	62.47	65.59	68.87
Supv., Fleet Maintenance	604	48.92	51.36	53.93	56.63	59.46	62.43
Supv., Public Safety	608	52.56	55.19	57.95	60.85	63.89	67.08

City of Carson
Monthly Salary Schedule
Carson Professional & Supervisors Association
Effective July 1, 2025
4% COLA - Appendix B

TITLE	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Accountant I	901	39.83	41.82	43.91	46.11	48.41	50.83
Accountant II	902	43.96	46.16	48.47	50.89	53.43	56.11
Administrative Analyst	903	47.12	49.47	51.95	54.55	57.27	60.14
Administrative Specialist	904	40.65	42.68	44.81	47.06	49.41	51.88
Assistant Planner	905	42.67	44.81	47.05	49.40	51.87	54.46
Associate Civil Engineer	906	54.66	57.40	60.27	63.28	66.44	69.77
Associate Planner	907	49.52	51.99	54.59	57.32	60.19	63.20
Business Development Analyst	908	52.02	54.62	57.35	60.22	63.23	66.39
Civil Engineering Assistant	907	49.52	51.99	54.59	57.32	60.19	63.20
Emergency Management Specialist	904	40.65	42.68	44.81	47.06	49.41	51.88
Emergency Preparedness Analyst	914	50.74	53.27	55.94	58.73	61.67	64.75
GIS Analyst	907	49.52	51.99	54.59	57.32	60.19	63.20
GIS Technician	904	40.65	42.68	44.81	47.06	49.41	51.88
Housing Analyst	903	47.12	49.47	51.95	54.55	57.27	60.14
Housing Program Manager	909	61.83	64.92	68.17	71.58	75.16	78.92
Housing Specialist	910	53.31	55.98	58.78	61.72	64.80	68.04
Network Administrator	910	53.31	55.98	58.78	61.72	64.80	68.04
Principal Administrative Analyst	908	52.02	54.62	57.35	60.22	63.23	66.39
Project Manager	909	61.83	64.92	68.17	71.58	75.16	78.92
Public Information Analyst	903	47.12	49.47	51.95	54.55	57.27	60.14
Public Safety Specialist	904	40.65	42.68	44.81	47.06	49.41	51.88
Public Works Programs Administrator	909	61.83	64.92	68.17	71.58	75.16	78.92
Senior Administrative Analyst	907	49.52	51.99	54.59	57.32	60.19	63.20
Senior Administrative Specialist	905	42.67	44.81	47.05	49.40	51.87	54.46
Senior Civil Engineer	912	63.37	66.53	69.86	73.35	77.02	80.87
Senior Engineering Technician	913	42.08	44.19	46.40	48.72	51.15	53.71
Sr. Budget Analyst	917	55.84	58.63	61.57	64.64	67.88	71.27
Special Projects Manager	919	79.13	83.09	87.24	91.60	96.17	100.98
Storm Water Engineer	910	53.31	55.98	58.78	61.72	64.80	68.04
Systems Administrator	918	63.16	66.31	69.63	73.11	76.77	80.61
Systems Business Analyst	918	63.16	66.31	69.63	73.11	76.77	80.61
Systems Specialist	903	47.12	49.47	51.95	54.55	57.27	60.14
Water Quality Administrator	906	54.66	57.40	60.27	63.28	66.44	69.77
Web Developer	910	53.31	55.98	58.78	61.72	64.80	68.04

Community Center Program Manager	602	56.12	58.92	61.87	64.96	68.21	71.62
Human Services Program Manager	602	56.12	58.92	61.87	64.96	68.21	71.62
Recreation Program Manager	602	56.12	58.92	61.87	64.96	68.21	71.62
Senior Accountant	603	50.74	53.27	55.94	58.73	61.67	64.75
Senior Buyer	611	44.86	47.10	49.46	51.93	54.52	57.25
Senior Planner	610	57.42	60.29	63.30	66.47	69.79	73.28
Supv., Code Enforcement	605	47.27	49.63	52.11	54.72	57.46	60.33
Supv., Construction Inspection	604	50.87	53.42	56.09	58.89	61.84	64.93
Supv., Custodial	606	41.65	43.73	45.92	48.21	50.62	53.15
Supv., Employment Development	611	44.86	47.10	49.46	51.93	54.52	57.25
Supv., Event Services	601	48.32	50.73	53.27	55.93	58.73	61.67
Supv., Facilities Maintenance	604	50.87	53.42	56.09	58.89	61.84	64.93
Supv., Parks Maintenance	607	45.97	48.27	50.69	53.22	55.88	58.67
Supv., Public Works Maint.	601	48.32	50.73	53.27	55.93	58.73	61.67
Supv., PW Maint.-Tree Maint.	601	48.32	50.73	53.27	55.93	58.73	61.67
Supv., Warehouse	606	41.65	43.73	45.92	48.21	50.62	53.15
Transportation Program Manager	602	56.12	58.92	61.87	64.96	68.21	71.62
Supv., Fleet Maintenance	604	50.87	53.42	56.09	58.89	61.84	64.93
Supv., Public Safety	608	54.66	57.40	60.27	63.28	66.44	69.77

City of Carson
Monthly Salary Schedule
Carson Professional & Supervisors Association
Effective July 1, 2026
4% COLA - Appendix C

TITLE	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Accountant I	901	41.42	43.49	45.67	47.95	50.35	52.87
Accountant II	902	45.72	48.00	50.41	52.93	55.57	58.35
Administrative Analyst	903	49.00	51.45	54.03	56.73	59.56	62.54
Administrative Specialist	904	42.27	44.39	46.61	48.94	51.38	53.95
Assistant Planner	905	44.38	46.60	48.93	51.37	53.94	56.64
Associate Civil Engineer	906	56.85	59.69	62.68	65.81	69.10	72.56
Associate Planner	907	51.50	54.07	56.77	59.61	62.59	65.72
Business Development Analyst	908	54.10	56.80	59.64	62.63	65.76	69.05
Civil Engineering Assistant	907	51.50	54.07	56.77	59.61	62.59	65.72
Emergency Management Specialist	904	42.27	44.39	46.61	48.94	51.38	53.95
Emergency Preparedness Analyst	914	52.77	55.40	58.17	61.08	64.14	67.34
GIS Analyst	907	51.50	54.07	56.77	59.61	62.59	65.72
GIS Technician	904	42.27	44.39	46.61	48.94	51.38	53.95
Housing Analyst	903	49.00	51.45	54.03	56.73	59.56	62.54
Housing Program Manager	909	64.31	67.52	70.90	74.44	78.16	82.07
Housing Specialist	910	55.45	58.22	61.13	64.19	67.40	70.77
Network Administrator	910	55.45	58.22	61.13	64.19	67.40	70.77
Principal Administrative Analyst	908	54.10	56.80	59.64	62.63	65.76	69.05
Project Manager	909	64.31	67.52	70.90	74.44	78.16	82.07
Public Information Analyst	903	49.00	51.45	54.03	56.73	59.56	62.54
Public Safety Specialist	904	42.27	44.39	46.61	48.94	51.38	53.95
Public Works Programs Administrator	909	64.31	67.52	70.90	74.44	78.16	82.07
Senior Administrative Analyst	907	51.50	54.07	56.77	59.61	62.59	65.72
Senior Administrative Specialist	905	44.38	46.60	48.93	51.37	53.94	56.64
Senior Civil Engineer	912	65.90	69.20	72.66	76.29	80.10	84.11
Senior Engineering Technician	913	43.77	45.96	48.25	50.67	53.20	55.86
Sr. Budget Analyst	917	58.08	60.98	64.03	67.23	70.59	74.12
Special Projects Manager	919	82.30	86.41	90.73	95.26	100.02	105.02
Storm Water Engineer	910	55.45	58.22	61.13	64.19	67.40	70.77
Systems Administrator	918	65.68	68.97	72.42	76.04	79.84	83.83
Systems Business Analyst	918	65.68	68.97	72.42	76.04	79.84	83.83
Systems Specialist	903	49.00	51.45	54.03	56.73	59.56	62.54

Water Quality Administrator	906	56.85	59.69	62.68	65.81	69.10	72.56
Web Developer	910	55.45	58.22	61.13	64.19	67.40	70.77
Community Center Program Manager	602	58.36	61.28	64.35	67.56	70.94	74.49
Human Services Program Manager	602	58.36	61.28	64.35	67.56	70.94	74.49
Recreation Program Manager	602	58.36	61.28	64.35	67.56	70.94	74.49
Senior Accountant	603	52.77	55.40	58.17	61.08	64.14	67.34
Senior Buyer	611	46.65	48.98	51.43	54.01	56.71	59.54
Senior Planner	610	59.71	62.70	65.83	69.12	72.58	76.21
Supv., Code Enforcement	605	49.16	51.62	54.20	56.91	59.75	62.74
Supv., Construction Inspection	604	52.91	55.55	58.33	61.25	64.31	67.52
Supv., Custodial	606	43.31	45.48	47.75	50.14	52.65	55.28
Supv., Employment Development	611	46.65	48.98	51.43	54.01	56.71	59.54
Supv., Event Services	601	50.25	52.76	55.40	58.17	61.08	64.13
Supv., Facilities Maintenance	604	52.91	55.55	58.33	61.25	64.31	67.52
Supv., Parks Maintenance	607	47.81	50.20	52.71	55.35	58.12	61.02
Supv., Public Works Maint.	601	50.25	52.76	55.40	58.17	61.08	64.13
Supv., PW Maint.-Tree Maint.	601	50.25	52.76	55.40	58.17	61.08	64.13
Supv., Warehouse	606	43.31	45.48	47.75	50.14	52.65	55.28
Transportation Program Manager	602	58.36	61.28	64.35	67.56	70.94	74.49
Supv., Fleet Maintenance	604	52.91	55.55	58.33	61.25	64.31	67.52
Supv., Public Safety	608	56.85	59.69	62.68	65.81	69.10	72.56

CITY OF CARSON

701 East Carson Street

Report to Honorable Mayor and City Council

Tuesday, October 6, 2026, 5:00 PM

CONSENT 22.

To: Honorable Mayor and City Council

From: Adriana Cabrera, Human Resources Specialist HR Administration

Subject: CONSIDERATION OF RESOLUTION NO. 26-116 AMENDING THE CLASSIFICATION PLAN, RESOLUTION NO. 77-111, BY ADOPTING A NEW CLASSIFICATION SPECIFICATION OF MULTIMEDIA ASSISTANT (CITY COUNCIL)

I. SUMMARY

The Multimedia Division currently has an authorized part-time Administrative Intern II position. As the Division's responsibilities have expanded to include original programming, social media content, event coverage, and digital communications, the duties needed have become increasingly technical and production-focused. Staff recommends creating a part-time Multimedia Assistant classification to better meet the Division's operational needs. The Multimedia Assistant would provide production and technical support for Carson City TV, social media, video production, and other digital communication efforts. The proposed action would strengthen the Division's ability to manage its growing workload and support the City's communication and public engagement efforts.

II. RECOMMENDATION

WAIVE further reading and ADOPT Resolution No. 26-116, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING THE JOB CLASSIFICATION PLAN, RESOLUTION NO. 77-111, BY ADOPTING A NEW CLASSIFICATION SPECIFICATION OF PART-TIME MULTIMEDIA ASSISTANT"

III. ALTERNATIVES

TAKE ANY OTHER ACTION THE CITY COUNCIL DEEMS APPROPRIATE

IV. BACKGROUND

As part of the City's continued efforts to strengthen its communications, digital media, cable television programming, and community outreach capabilities, the City Council previously approved the establishment of the Multimedia Division and the Multimedia Manager and Multimedia Producer classifications. As the Multimedia Division has continued to develop its operations and expand the City's original programming, social media content, event coverage, and digital communications, staff has evaluated the Division's existing staffing structure and operational needs.

The Multimedia Division currently has an authorized part-time Administrative Intern II position assigned to it. However, the duties required by the Division are increasingly technical and production-oriented and are not adequately covered by the Administrative Intern II classification.

Accordingly, staff recommends establishing a new classification of Multimedia Assistant (Part-Time). The new classification would be at-will, FLSA non-exempt, and unrepresented.

The proposed Multimedia Assistant classification is specifically designed to provide production and technical support under the general supervision of the Multimedia Manager and technical direction of the Digital Media Producer.

The Multimedia Assistant would play a key role in supporting the Division's ongoing work. This includes assisting in the development and implementation of multimedia and digital communication strategies aligned with City goals and Council priorities. In addition, the Multimedia Assistant would provide operational and administrative support for staff. The Multimedia Assistant would assist with the production, editing, organization, and distribution of multimedia content across Carson City TV, the City's social media platforms, and other digital communication channels. Responsibilities would include assisting with filming and production setup for multimedia content.

Establishing this classification would allow the Multimedia Division to efficiently manage increasing workload, respond to emerging trends and technologies, and support the City's commitment to transparent communication and high-quality public engagement. The proposed classification specification (Exhibit 2) establishes appropriate minimum qualifications for the specialized nature of the position.

If the proposed action is approved, staff anticipates re-purposing part time funding from the existing Administrative Intern assigned to the Division to the newly established Multimedia Assistant classification.

V. FISCAL IMPACT

The proposed salary range for the new classification would be consistent with Salary Range 863 ($21.11 - $26.94). There is no additional fiscal impact to the City's approved budget associated with the proposed action and anticipated reclassification. The existing Administrative Intern position remained vacant for approximately four months, resulting in salary savings of $8,770.48. The estimated cost of the salary adjustment for the proposed Multimedia Assistant position is $3,928.63. This cost will be fully absorbed by the existing salary savings, resulting in a net savings of $4,841.85 to the City. No additional appropriation is required. Account # 101-50-504-101-5004.

VI. EXHIBITS

1. Resolution No. 26-116
2. Proposed Part-Time Multimedia Assistant classification specification (Exhibit A to Resolution No. 26-116)

Attachments

Resolution No. 26-116 Multimedia Assistant.pdf

Proposed Classification Specification - Multimedia Assistant (Exhibit A to Resolution No. 26-116).pdf

RESOLUTION NO. 26-116

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING THE JOB CLASSIFICATION PLAN, RESOLUTION NO. 77-111, BY ADOPTING A NEW CLASSIFICATION SPECIFICATION OF PART-TIME MULTIMEDIA ASSISTANT

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

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

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

WHEREAS, the Human Resources and Risk Management Department, in coordination with the Multimedia Division, reviewed the existing classifications assigned to the Multimedia Division and determined that revisions are necessary to address the operational needs of the Multimedia Division; and

WHEREAS, the proposed Multimedia Assistant classification will create a distinct classification with assigned duties and responsibilities related to multimedia production, digital content creation, audiovisual services, and related technical support; and

WHEREAS, the proposed Multimedia Assistant classification will be a part-time, at-will, FLSA non-exempt, and unrepresented classification.

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 new classification of **MULTIMEDIA ASSISTANT**, which shall be a part-time, non-represented, at-will, and FLSA non-exempt classification, and approves the Classification Specification attached hereto as Exhibit "A." The salary range for the new classification shall be consistent with Salary Range 863 ($21.11 - $26.94).

SECTION 3. 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 4. The City Clerk shall certify to the adoption of this resolution and effective as of October 6, 2026, the same shall be in force and effect.

PASSED, APPROVED AND ADOPTED this 6th day of October 2026.

_____
Lula Davis-Holmes, Mayor

APPROVED AS TO FORM:

_____
Sunny K. Soltani, City Attorney

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

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

I, Khaleah Bradshaw, City Clerk of the City of Carson, do hereby certify that the foregoing Resolution, being Resolution No. 26-116, was passed and approved by the City Council of the City of Carson at its meeting held on October 6, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Dr. Khaleah K. Bradshaw, City Clerk

EXHIBIT "A"

CLASS SPECIFICATION – MULTIMEDIA ASSISTANT

[to be attached]

MULTIMEDIA ASSISTANT (PART-TIME)

Job Summary

Under the general supervision of the Multimedia Manager and the technical direction of the Digital Media Producer, provides production support for the City's multimedia, digital media, and broadcast television operations. The incumbent assists with the production, editing, and distribution of multimedia content across Carson City TV (public access channels) and the City's social media platforms, and other digital communication channels. Responsibilities include assisting with video production, photography, graphic design, live and recorded event coverage, social media content creation, post-production editing, and the operation of multimedia production equipment. This position performs a variety of creative and technical tasks in support of the City's communications, marketing, and public information initiatives while developing progressively responsible experience in multimedia production.

Distinguishing Characteristics

This classification is distinguished from the Digital Media Producer in that the Multimedia Assistant provides production support and technical assistance under supervision and does not have primary responsibility for producing broadcasts or managing multimedia projects. This classification is unrepresented, FLSA non- exempt and "at-will," part time, with no property rights to continued employment. Incumbents perform responsible administrative functions which may require receiving information and/or inquiries from staff and elected officials necessary to support the City'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.

ESSENTIAL DUTIES

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. (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. Assists with filming and operation set up for Multimedia content across all platforms.
2. Assists with researching creative concepts, production techniques, and digital media trends.
3. Assists with editing videos, graphics and audio content for Multimedia content across all platforms.
4. Assists with organizing and maintaining digital media assets, video libraries, production files, and project archives.
5. Assists with uploading and publishing content to social media platforms, YouTube, and City TV.

6. Assists with maintaining production equipment and reports equipment maintenance or repair needs.
7. Supports live productions and television.
8. Performs related duties as assigned.

QUALIFICATIONS

Education and/or Experience

- Associate's degree or higher in Multimedia, Film, Television, Communications, Digital Media, or a related field or,

- One (1) or more years of Digital media and/or Television production work experience (commercial, corporate, educational or cable television) or a closely related field.

Knowledge of

- Basic principles of video production, photography, and digital storytelling, video editing techniques and multimedia workflows.
- Knowledge of professional cameras, audio equipment, lighting, and production accessories.
- Adobe Creative Cloud applications, including Premiere Pro, Photoshop, Illustrator and After Effects.
- File management and digital asset organization.

Customer service and effective communication practices.

Skill and/or Ability to

- Operate professional video and photography equipment.
- Basic skills for editing video and audio using professional editing software.
- Design graphics for broadcast, and digital platforms.
- Follow creative direction while producing high-quality multimedia content.
- Communicate effectively both orally and in writing.
- Maintain organized production files and equipment inventories.
- Provide excellent customer service while representing the Multimedia Division.

License/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 disabilities will be considered on a case-by-case basis.

Positions in this class normally:

- Work in office, television studio, and field production environments.
- Require frequent use of computers, cameras, editing systems, and broadcast equipment.
- May work evenings, weekends, and holidays to support city meetings and community events.
- Frequently transport, set up, and operate production equipment weighing up to 40 pounds.
- May work outdoors in varying weather conditions during special events and field productions.
- Require standing, walking, bending, reaching, and carrying equipment for extended periods.

CITY OF CARSON

701 East Carson Street

Report to Honorable Mayor and City Council

Tuesday, October 6, 2026, 5:00 PM

CONSENT 23.

To: Honorable Mayor and City Council

From: Nathan Freeman, Director of Community and Economic Development CD Planning

Subject: CONSIDER ADOPTION OF RESOLUTION NO. 26-113, A RESOLUTION OF THE CITY COUNCIL ADOPTING THE SOUTH BAY CITIES COUNCIL OF GOVERNMENTS' REGIONAL EARLY ACTION PLANNING 2.0 COMMERCIAL REDEVELOPMENT TO HOUSING STUDY (REAP 2.0 STUDY) AND DIRECTING STAFF TO PURSUE APPLICABLE STUDY RECOMMENDATIONS (CITY COUNCIL)

I. SUMMARY

The Commercial Redevelopment to Housing Study is funded through a Southern California Association of Governments (SCAG) Regional Early Action Planning (REAP) 2.0 grant, which supports housing implementation. Building off the South Bay Cities Council of Government's (SBCCOG) earlier REAP 1.0 work, the consultant team provided a framework via the REAP 2.0 study for advancing infill housing on underutilized commercial properties, including identifying strategies to remove barriers to housing production.

South Bay communities' unique postwar suburban development patterns have an abundance of small multiple tenant commercial centers (e.g., strip malls), regional malls, industrial parks, office centers, gas stations, car dealerships, and other uses that are currently experiencing a decline in demand. The REAP 2.0 Study explores how underutilized commercial sites can be opportunities to redevelop into housing development.

The three participating cities in this study, Carson, Hawthorne, and Torrance, each selected two sites within their respective jurisdictions for detailed redevelopment feasibility analysis. The Reap 2.0 Study also incorporated input from housing developers to better understand development feasibility and challenges associated with different housing typologies within the South Bay. Overall, the study provided the cities with practical concepts and technical guidance to support thoughtful site conversion to housing and inform future planning efforts in response to Regional Housing Needs Allocation (RHNA), including preparing for the 7th Cycle Housing Element.

II. RECOMMENDATION

WAIVE further reading and ADOPT Resolution No. 26-113, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, ADOPTING THE SOUTH BAY CITIES COUNCIL OF GOVERNMENTS' REGIONAL EARLY ACTION PLANNING 2.0 COMMERCIAL REDEVELOPMENT TO HOUSING STUDY AND DIRECTING STAFF TO PURSUE APPLICABLE STUDY RECOMMENDATIONS"

III. ALTERNATIVES

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

IV. BACKGROUND

As part of the REAP 2.0 study, City Planning staff worked with the SBCCOG and its consultant team to identify and evaluate commercially zoned properties for their potential to accommodate housing redevelopment. The study evaluated the potential for redevelopment of the subject sites from commercial uses to residential uses recognizing that the feasibility of housing development on commercial properties is influenced by market conditions, site characteristics, development costs, and appropriate housing typology.

The following two sites were selected for further evaluation:

- Site 1: 24209 AVALON BLVD., a corridor small commercial lot
- Site 2: 20700 AVALON BLVD., 4.2 acre regional mall outparcel

Both sites have potential of accommodating housing redevelopment, subject to market conditions and the selection of an appropriate development typology and facilitation strategies. For Site 1, senior housing and townhomes were identified as feasible housing typologies options given the site's size and characteristics; and for Site 2, the analysis identified regional malls having the highest potential for housing conversion due to availability of excess parking areas and the potential to generate sufficient residual land value (RLV) across multiple housing types while retaining its existing commercial anchor. This configuration option allows the introduction of residential development while maintaining the site's primary commercial function.

The following are key study takeaways:

1. Housing redevelopment follows market strength
    a. New housing is most likely to occur in areas with strong underlying market conditions, such as locations with higher rental rates and land values. Zoning changes alone do not ensure redevelopment if market demand is lacking.
2. Some commercial site types are more attractive for conversion
    a. A significant share of RHNA capacity can be accommodated on underutilized commercial sites. However, certain site types are more consistently viable than others. For example, surface parking areas with few existing improvements and flexible physical layouts offer the greatest flexibility for conversion. Mall parking lots emerged as key opportunity sites with high redevelopment viability while small corridor parcels are more challenging to convert due to the need for site aggregation.
3. Feasibility depends not only on density, but on the relationship between housing and parking.
    a. “Gentle density” products, such as townhomes, are less expensive to build and are more economically feasible and therefore more likely to be built.
4. Place, quality and design can expand suitability and feasibility
    a. Developers optimize projects by carefully considering placemaking, design quality, and overall attractiveness, which can directly influence feasibility. Proximity to high demand services and retailers expands feasibility opportunities and attracts developers.
5. Affordable housing requires public intervention
    a. Affordable housing on commercial sites will likely require land strategies, subsidy, and public-private partnerships. Any significant number of deed restricted affordable units generally require subsidy to be financially viable. Land cost is also a critical factor as lower land values significantly improve a project’s ability to support affordable housing. For example, the Gable House development was able to acquire the land at a relatively low cost, which helped support a higher ratio of affordable units as part of the project.
6. Regulatory certainty and process shape outcomes
    a. Regulatory certainty, process speed, and local capacity are critical to unlocking commercial site redevelopment. Long entitlement timelines are one of the most significant barriers to housing. Cities can play a role by prioritizing sites through an RFP or similar process to help expedite regulatory approvals.

No entitlement or approval of specific development is under consideration. Overall, the REAP 2.0 Study indicates that appropriately situated commercial properties may provide additional opportunities for housing production.

Following the review of the study findings and coordination with South Bay Cities Council of Governments, City staff recommends that the City Council adopt the REAP 2.0 Study as a planning and policy resource for the City and approve of directing staff to pursue the study recommendations, including:

1. Identifying Opportunity Sites
    a. Use the REAP 2.0 site inventory containing the aforementioned identified two potential sites to prioritize outreach to owners of large, low-intensity corridor parcels. The study's site typology framework identifies mall out parcels and surface-parking-dominated sites as highest conversion potential. Proactive city engagement before a developer makes first contact can accelerate timelines.
2. Process Streamlining
    a. Evaluate opportunities to expand workforce, veteran, and senior housing, helping bridge the gap between affordable and market-rate housing while supporting local economic growth.

V. FISCAL IMPACT

None.

VI. EXHIBITS

1. Presentation SBCCOG REAP 2.0 Study (South Bay Cities Restock: Sustainable Pathways to Housing, Carson)
2. Final Report (South Bay Cities Restock: Sustainable Pathways to Housing)
3. Draft Resolution No. 26-113 for REAP 2.0 Study

Attachments

Presentation SBCCOG REAP 2.0 Commercial to Housing_Carson.pdf

Final Report REAP 2.0 Study (South Bay Cities Restock: Sustainable Pathways to Housing).pdf

Draft Resolution 26-113 for REAP 2.0 Study_(2198692.1).pdf

South Bay Cities: Restock

Sustainable Pathways to Housing

Carson City Council Presentation
September 2026

SOUTH BAY CITIES COUNCIL OF GOVERNMENTS

studioeleven

kosmont

just the works LA

SCAG

This Project is funded and managed by the Southern California Association of Governments (SCAG) with Regional Early Action Program 2021 grant funding from the State of California Department of Housing and Community Development.

Partner Cities:

PROJECT TEAM

CLIENT

SOUTH BAY CITIES COUNCIL OF GOVERNMENTS

PARTNER CITIES

OTHER SOUTH BAY JURISDICTIONS

PRIME CONSULTANT

studioneleven

SUBCONSULTANTS

kosmont companies since 1986

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FUNDER

SCAG

This Project is funded and managed by the Southern California Association of Governments (SCAG) with Regional Early Action Program 2021 grant funding from the State of California Department of Housing and Community Development.

PROJECT OVERVIEW

PROVIDE

A strategic roadmap for redevelopment of underutilized commercial sites to housing + an inventory of potential sites in the South Bay

BUILD ON

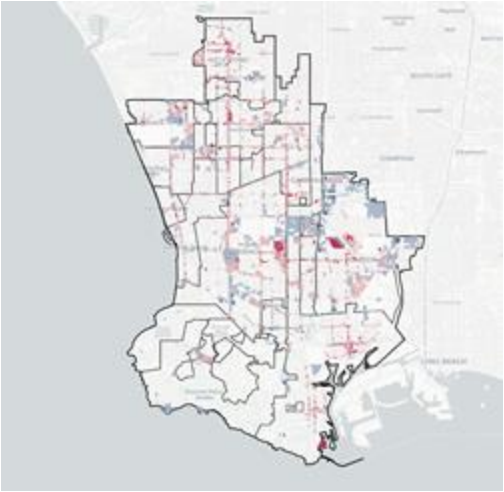
Insights from previous SBCCOG and SCAG studies for commercial to residential conversion in the South Bay

ADVANCE

Regional sustainability, housing production, and affordability goals

STUDY COMPONENTS

1 SUB-REGIONAL SITES INVENTORY



2 SITE TESTFITS & PRO FORMA ANALYSIS

3 DEVELOPER INPUT & CASE STUDIES

KEY STUDY TAKEAWAYS

Housing Redevelopment Follows Market Strength

New housing is most likely to occur in areas with strong underlying market conditions

Some Commercial Site Types are More Attractive for Conversion

A significant share of state housing requirements can be accommodated on underutilized commercial sites — but certain site types are more consistently viable than others

Feasibility Depends on Housing Typology and Parking, Not Just Density

Successful housing models depend on the type of housing, site conditions, and parking strategy — not just increasing density

Quality of Neighborhood and Design can Expand Suitability & Feasibility

Housing feasibility is strongly tied to market conditions — but development and design of the neighborhood can expand where it works

Affordable Housing Requires Public Intervention

Affordable housing on commercial sites will likely require land strategies, subsidy, and public-private partnerships

Regulatory Certainty and Process Shape Outcomes

Regulatory certainty, process speed, and local capacity are critical to unlocking commercial site redevelopment

SITE TESTFITS – SITES SELECTED BY PARTNER CITIES

Corridor Small Lot Redevelopment

Mall Outparcel Redevelopment

Carson

Strip Center Redevelopment

Extra Large Surface Lot

Torrance

Strip Center Neighborhood Infill

Long, Shallow Corridor Site

Hawthorne

CARSON SITE 1: 24209 AVALON BLVD.

Existing Businesses

1. Domenick's Pizza
2. Public Parking

CARSON SITE 1: TAKEAWAYS

24209 Avalon Blvd.

- Commercial site type is feasible for redevelopment
- Small site size and location could be a challenge for mixed-use development with retail
- Rental housing, especially if inclusionary units are desired, may require a combination of density bonus and relaxation of parking requirements to be feasible.
- Subsidy on land as a city-owned site might provide some flexibility.

For Sale: Likely Viable

Townhomes (15 units, 1,150 – 1,750 sqft, 26 dwelling units/acre)

For Lease: Likely Viable

Flats 3 - 5 stories (35 units , 500 – 950 sqft, 60 dwelling units/acre)

For Lease: Likely Viable

Flats 5 stories (38 units , 600 – 1170 sqft, 65 dwelling units/acre)

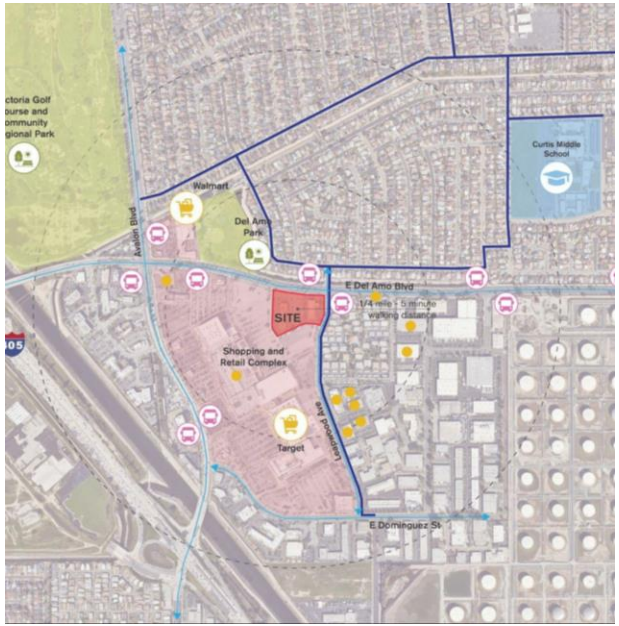
For Lease: Likely Viable

Senior Housing (57 units, 550 sqft, 97 dwelling units/acre)

CARSON SITE 2: 20700 AVALON BLVD.

Existing Businesses

1. Bank of America
2. Public Parking



CARSON SITE 2: TAKEAWAYS

20700 Avalon Blvd.

- Commercial site type is desirable for redevelopment
- Retaining some existing retail could preserve economic activity while allowing new uses alongside existing businesses.
- Parking garages and stacked parking are viable options given location and housing desirability
- Village-scale redevelopment might be potentially viable. Enhanced mobility amenities with connection to the Local Travel Network, and walkable proximity to businesses could provide opportunities for reduced parking.

For Lease: Likely Viable

Wrap and Existing Retail (262 units, 600 – 1170 sqft, 63 dwelling units/acre)

For Lease: Likely Viable

Wrap and Micro Units (380 units, 600 –1170 sqft, 91 dwelling units/acre)

For Lease: Potentially Viable

Village-scale Apartments (182 units, 600 –1170 sqft, 44 dwelling units/acre)

For Lease: Potentially Viable

Village-scale Apartments Option 2 (195 units, 600 –1170 sqft, 47 dwelling units/acre)

Recommendations

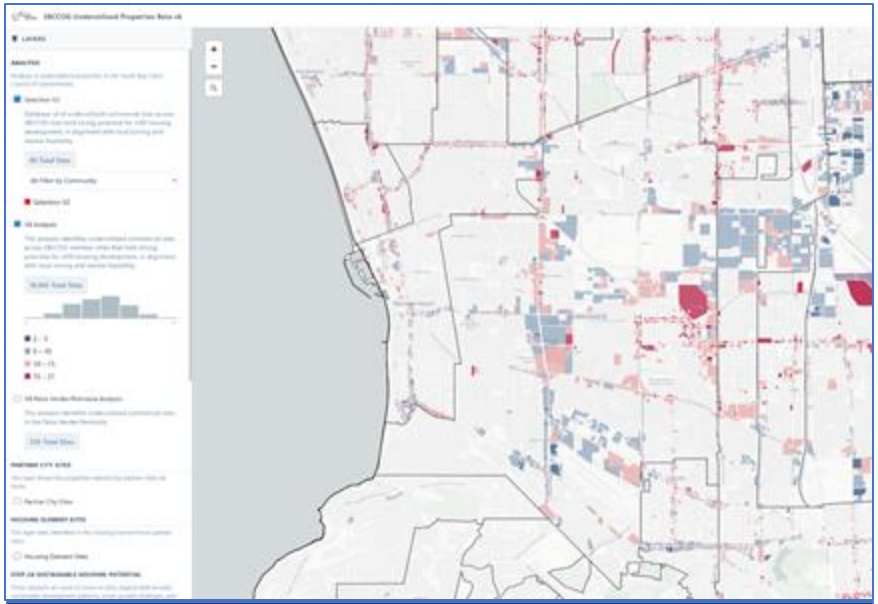
RECOMMENDATIONS FOR CARSON

Identifying Opportunity Sites

- **Use the REAP 2.0 site inventory to prioritize outreach to owners of large, low-intensity corridor parcels**. The study's site typology framework identifies mall outparcels and surface-parking-dominated sites as highest conversion potential. Proactive city engagement before a developer makes first contact can accelerate timelines

Process Streamlining

- Evaluate opportunities to **expand workforce, veteran, and senior housing**, helping bridge the gap between affordable and market-rate housing while **supporting local economic growth.**



REAP 2.0 Site Inventory Tool

Thank You

Any Questions?

SOUTH BAY CITIES COUNCIL OF GOVERNMENTS

studioneleven

kosmont

just the works LA

SCAG

This Project is funded and managed by the Southern California Association of Governments (SCAG) with Regional Early Action Program 2021 grant funding from the State of California Department of Housing and Community Development.

Partner Cities:

CARSON SITE 1: TOWNHOMES

Lease - Not Considered Viable
Sale - Likely Viable

1. Fifteen 2/3-Story Townhome Units with Ground Level Garages
2. Open Space

Program

Site Acres	0.6
Net Commercial SF	-
Net Residential SF	20,250
Gross Parking / Bedroom	0.6
Total Bedrooms	50
Dwelling Units	15
DU / Acre	26

DRAFT

Costs & Revenue

Land Cost / Net SF	$ 120
Parking Cost / Net SF	-
Development Cost / Net SF	276
Soft Cost / Net SF	75
Total Cost / Net SF	$ 471
Gross Rev / Net SF - Lease	$ 414
Gross Rev / Net SF - Sale	526
Return on Cost - Lease	-12.0%
Return on Cost - Sale	11.8%

Lease - Not Considered Viable
Sale - Likely Viable

Affordable Housing

Potential Capacity - Lease Equivalent Low Units	0
Potential Capacity - Sale Equivalent Low Units	0

CARSON SITE 1: FLATS WITH HEIGHT STEPBACKS

Program

Site Acres	0.6
Net Commercial SF	-
Net Residential SF	25,750
Gross Parking / Bedroom	0.8
Total Bedrooms	44
Dwelling Units	35
DU / Acre	60

DRAFT

Costs & Revenue

Land Cost / Net SF	$ 94
Parking Cost / Net SF	-
Development Cost / Net SF	352
Soft Cost / Net SF	108
Total Cost / Net SF	$ 554
Gross Rev / Net SF - Lease	$ 609
Gross Rev / Net SF - Sale	589
Return on Cost - Lease	9.9%
Return on Cost - Sale	6.4%

Lease - Likely Viable
Sale - Not Considered Viable

Affordable Housing

Potential Capacity - Lease Equivalent Low Units	1
Potential Capacity - Sale Equivalent Low Units	0

CARSON SITE 1: FLATS AT 5 STORIES

Program

Site Acres	0.6
Net Commercial SF	-
Net Residential SF	32,250
Gross Parking / Bedroom	0.7
Total Bedrooms	47
Dwelling Units	38
DU / Acre	65

DRAFT

Costs & Revenue

Land Cost / Net SF	$ 75
Parking Cost / Net SF	-
Development Cost / Net SF	350
Soft Cost / Net SF	105
Total Cost / Net SF	$ 530
Gross Rev / Net SF - Lease	$ 570
Gross Rev / Net SF - Sale	565
Return on Cost - Lease	7.6%
Return on Cost - Sale	6.7%

Lease - Likely Viable
Sale - Not Considered Viable

Affordable Housing

Potential Capacity - Lease Equivalent Low Units	0
Potential Capacity - Sale Equivalent Low Units	0

CARSON SITE 1: SENIOR HOUSING

Lease - Likely Viable
Sale - Not Considered Viable

1. 57 Senior Units
2. Open Space
3. 22 Surface Parking Stalls

Program

Site Acres	0.6
Net Commercial SF	-
Net Residential SF	31,350
Gross Parking / Bedroom	0.4
Total Bedrooms	57
Dwelling Units	57
DU / Acre	97

DRAFT

Costs & Revenue

Land Cost / Net SF	$ 77
Parking Cost / Net SF	-
Development Cost / Net SF	350
Soft Cost / Net SF	114
Total Cost / Net SF	$ 541
Gross Rev / Net SF - Lease	$ 588
Gross Rev / Net SF - Sale	582
Return on Cost - Lease	8.7%
Return on Cost - Sale	7.6%

Lease - Likely Viable
Sale - Not Considered Viable

Affordable Housing

Potential Capacity - Lease Equivalent Low Units	1
Potential Capacity - Sale Equivalent Low Units	0

CARSON SITE 2: WRAP WITH EXISTING RETAIL

Lease - Likely Viable
Sale - Not Considered Viable

1. 262 Residential Flats
2. 262 Structured Garage Spaces
3. Existing Bank of America Retained
4. Open Space
5. 35 Parking Spaces Retained

Program

Site Acres	4.2
Net Commercial SF	13,500
Net Residential SF	222,900
Gross Parking / Bedroom	0.9
Total Bedrooms	328
Dwelling Units	262
DU / Acre	63

DRAFT

Costs & Revenue

Land Cost / Net SF	$ 81
Parking Cost / Net SF	52
Development Cost / Net SF	371
Soft Cost / Net SF	116
Total Cost / Net SF	$ 619
Gross Rev / Net SF - Lease	$ 660
Gross Rev / Net SF - Sale	604
Return on Cost - Lease	6.6%
Return on Cost - Sale	-2.4%

Lease - Likely Viable
Sale - Not Considered Viable

Affordable Housing

Potential Capacity - Lease Equivalent Low Units	0
Potential Capacity - Sale Equivalent Low Units	0

CARSON SITE 2: WRAP AND MICRO UNITS

Lease - Likely Viable
Sale - Not Considered Viable

1. 262 Residential Flats
2. 262 Structured Garage Spaces
3. Open Space
4. 118 Residential Micro Units
5. 120 Parking Spaces (Stacked)

Program

Site Acres	4.2
Net Commercial SF	-
Net Residential SF	270,100
Gross Parking / Bedroom	0.9
Total Bedrooms	446
Dwelling Units	380
DU / Acre	91

DRAFT

Costs & Revenue

Land Cost / Net SF	$ 71
Parking Cost / Net SF	69
Development Cost / Net SF	389
Soft Cost / Net SF	127
Total Cost / Net SF	$ 655
Gross Rev / Net SF - Lease	$ 702
Gross Rev / Net SF - Sale	629
Return on Cost - Lease	7.2%
Return on Cost - Sale	-4.0%

Lease - Likely Viable
Sale - Not Considered Viable

Affordable Housing

Potential Capacity - Lease Equivalent Low Units	2
Potential Capacity - Sale Equivalent Low Units	0

CARSON SITE 2: VILLAGE SCALE APARTMENTS

Program

Site Acres	4.2
Net Commercial SF	7,000
Net Residential SF	154,860
Gross Parking / Bedroom	0.2
Total Bedrooms	228
Dwelling Units	182
DU / Acre	44

DRAFT

Costs & Revenue

Land Cost / Net SF	$ 118
Parking Cost / Net SF	-
Development Cost / Net SF	358
Soft Cost / Net SF	103
Total Cost / Net SF	$ 579
Gross Rev / Net SF - Lease	$ 608
Gross Rev / Net SF - Sale	566
Return on Cost - Lease	5.1%
Return on Cost - Sale	-2.3%

Lease - Potentially Viable
Sale - Not Considered Viable

Affordable Housing

Potential Capacity - Lease Equivalent Low Units	0
Potential Capacity - Sale Equivalent Low Units	0

CARSON SITE 2: VILLAGE SCALE APARTMENTS OPTION 2

Program

Site Acres	4.2
Net Commercial SF	6,000
Net Residential SF	165,600
Gross Parking / Bedroom	0.2
Total Bedrooms	243
Dwelling Units	195
DU / Acre	47

DRAFT

Costs & Revenue

Land Cost / Net SF	$ 111
Parking Cost / Net SF	-
Development Cost / Net SF	357
Soft Cost / Net SF	103
Total Cost / Net SF	$ 571
Gross Rev / Net SF - Lease	$ 608
Gross Rev / Net SF - Sale	566
Return on Cost - Lease	6.6%
Return on Cost - Sale	-0.9%

Lease - Potentially Viable
Sale - Not Considered Viable

Affordable Housing

Potential Capacity - Lease	
Equivalent Low Units	0
Potential Capacity - Sale	
Equivalent Low Units	0

SOUTH BAY CITIES RESTOCK

Sustainable Pathways to Housing

SOUTH BAY CITIES COUNCIL OF GOVERNMENTS

studioneleven

kosmont companies

just the works LA

Acknowledgments

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Glossary of Terms

Housing Policy & Compliance

AB 2011 / SB 330 / CEQA: State laws referenced here. AB 2011 allows streamlined housing on commercial land; SB 330 limits cities' ability to slow or downzone housing; CEQA is the state environmental-review law (with infill exemptions that can speed approvals).

Accessory Dwelling Unit (ADU): A smaller secondary home on the same lot as a house (e.g., "granny flat," garage conversion).

Area Median Income (AMI): The midpoint household income for the region, used to set affordable-housing income limits (e.g., "60% AMI").

Density Bonus: A State of California program letting developers build more units than zoning allows in exchange for including affordable units.

Entitlement / Entitlement Risk: Entitlements are the approvals a project needs before construction; entitlement risk is the uncertainty over whether and how quickly they'll be granted.

Housing Element: The state-required chapter of a city's General Plan showing how it will meet its RHNA, including a list of sites where housing can realistically be built. Inclusionary housing & in-lieu fees: A requirement that a share of new units be affordable; developers may sometimes pay an in-lieu fee instead, funding affordable housing elsewhere.

Market-Rate / income-Restricted / Mixed-Income: Market-rate units rent or sell at whatever the market supports; income-restricted (affordable) units are legally capped for lower-income households; mixed-income projects combine both.

Ministerial ("by-right") vs. Discretionary Review: Ministerial approval is granted automatically when a project meets clear objective standards (fast, predictable); discretionary review is case-by-case, with hearings, more risk, and more delay.

Regional Housing Needs Assessment (RHNA): The number of new housing units the state requires each city to plan for over an ~8-year cycle, broken out by income level.

RHNA Cycle (6th / 7th Cycle): The recurring planning periods for which RHNA is assigned. Unmet need from one cycle carries forward into the next.

Surplus Land Act (SLA): State law governing how public agencies sell or lease unused land, generally requiring affordable-housing set-asides.

Sites, Market, & Feasibility

Activity Center: Concentrations of shops, services, and jobs clustered together.

Floor Area Ratio (FAR): Building floor area divided by lot size; a low FAR signals an under-built site.

Improvement-to-Land Value Ratio: The value of buildings ("improvements") relative to the land; a low ratio suggests the structures add little value and the site is ripe for redevelopment.

Outparcel / Pad Aite: A small, separately developable parcel at the edge of a larger shopping center, often a parking area or freestanding building.

Power Center: A large shopping center anchored by several big-box retailers with extensive surface parking.

Pro Forma Analysis: A financial model estimating a project's costs, revenues, and returns to test whether it is financially feasible i.e. if it "pencils out."

Residual Land Value (RLV): What a developer could afford to pay for the land after covering construction costs and required profit. A negative RLV means the project isn't financially viable.

Submarket: A smaller slice of the regional real estate market with its own rent and price levels.

Test Fit: A conceptual site plan showing how much housing of a given type could physically fit on a specific parcel.

Underutilized Commercial Site: A commercially (and in some cases industrially) zoned property used well below its potential — for example, a low building-to-land ratio, dominated by surface parking, aging structures, or low building value relative to land. These are this study's primary redevelopment candidates (criteria detailed in Section 5).

Building Types & Construction

Construction Type III / Type V: Building-code categories. Type V is wood-frame (lower cost/height); Type III allows somewhat taller wood-frame, often over a podium. Cost rises with height and structure.

Housing Typology: The form a building takes — townhomes, walk-up apartments, wrap, podium, etc.

Missing Middle Housing: Smaller-scale multi-unit housing (duplexes, fourplexes, small apartment buildings) that sits between single houses and large complexes.

Surface / Tuck-under / Structured Parking: Surface = open lots (cheapest); tuck-under = parking tucked beneath the building; structured = garages/podiums (most expensive)).

Wrap & Podium Construction: Higher-density apartment forms built around or on top of a parking structure; generally more expensive because of the structured parking.

Mobility and Sustainability

Business Density: The concentration of small businesses within walking distance which SBCCOG research links to more local trips staying in the neighborhood (trip capture).

Complete Neighborhood / Neighborhood Center: An area where daily needs are reachable on a short walk; a neighborhood center anchors it, sometimes with a shared public facility (high-speed internet, technology, training).

Local Travel Network (LTN): SBCCOG's planned network of low-stress local streets designed for short trips by walking, biking, e-bikes, scooters, and NEVs.

Mobility Hub: A point where travel modes connect, linking local micromobility to regional transit and cars for longer trips.

Neighborhood Electric Vehicle (NEV): A small, low-speed electric vehicle suited to short local trips.

Origins and Destinations: "Origins" are where trips start; "destinations" are where people are going (often shops, jobs, services). Bringing the two closer shortens trips.

Sustainable South Bay Strategy (2009): SBCCOG's foundational plan establishing the subregion's proximity-based approach to sustainable growth.

Sustainable Suburban Model: SBCCOG's approach of shortening daily trips by clustering housing near destinations, rather than relying on big-city, transit-oriented density.

Transportation Demand Management (TDM): Strategies that reduce demand for car trips. Examples include shared parking between uses, unbundling the

cost of parking from housing, providing free transit passes, etc.

VMT & GHG Emissions: Vehicle Miles Traveled and Greenhouse Gas emissions. They both decrease when trips get shorter or shift to zero-emission modes.

Zero-Emission (ZE) Micromobility: Small, low-speed, non-polluting travel modes such as walking, bikes/e-bikes, scooters, and NEVs.

Designations

HQTA / TPA / NMA: SCAG designations — High Quality Transit Areas and Transit Priority Areas (near frequent transit), and Neighborhood Mobility Areas (walkable, connected street grids).

SB 535 Disadvantaged Communities (DAC): State-designated communities burdened by pollution and socioeconomic factors, prioritized for investment.

TCAC/HCD High Resource Areas: State-mapped areas with strong access to opportunity (schools, jobs, environment).

Funding & Agencies

Commercial Acquisition Fund (CAF): An LA County fund letting nonprofits buy commercial properties and lease them affordably.

Community Development Corporation (CDC): A nonprofit that develops affordable housing and community projects.

DTSC: California's Department of Toxic Substances Control, which oversees cleanup and monitoring on contaminated sites.

LACAHSA & Measure A: The LA County Affordable Housing Solutions Agency and the 2024 half-cent sales tax (Measure A) funding affordable housing and homelessness services; SBCCOG is an eligible recipient.

LIHTC: Low-Income Housing Tax Credit — the primary federal financing source for affordable housing.

Multifamily Housing Program (MHP): A California Department of Housing and Community Development (HCD) affordable-housing funding source.

PATH / HIPP: SCAG's Partnership for Advancing Technology in Housing and its Housing Infill on Public and Private Lands program — competitive infill-housing funding.

REAP (1.0 / 2.0): SCAG's Regional Early Action Planning grants funding local housing-planning work; this study is funded by REAP 2.0 and builds on a REAP 1.0 study.

South Bay Regional Housing Trust: a joint powers authority created and launched in April 2026, to fund the planning, development, and preservation of affordable and supportive housing across 11 South Bay cities.

1 Executive Summary

1.1 Overview

The South Bay is a diverse collection of 16 cities and unincorporated communities in the southwestern corner of Los Angeles County, ranging from coastal communities to inland urban centers, and home to approximately 1.1 million residents. The South Bay Cities Council of Governments (SBCCOG) serves as the regional planning and policy coordination body for these jurisdictions, working collaboratively on issues of shared importance including housing, transportation, and sustainability.

Sustainable South Bay Model

For more than two decades, SBCCOG has advanced a distinct vision for how a largely suburban, built-out region can grow sustainably. Rather than relying on the large-scale, transit-oriented density typical of more urban settings, SBCCOG's "sustainable suburban" model focuses on shortening the distance between where people live and the places they need to reach each day. It rests on two connected principles:

- **Land Use** - bringing origins and destinations closer together. Sustainable growth begins by locating new housing (origins) around dense clusters of the destinations people travel to most often: shops, services, jobs, schools, and gathering places. These clusters can be reinforced by a shared public facility offering high-speed internet access, shared technology, and training — creating 21st-century neighborhood centers that anchor complete neighborhoods, where most daily needs sit within a short, walkable distance (roughly a quarter to three-eighths of a mile) rather than along a car-oriented corridor.
- **Transportation** - connecting neighborhood centers with clean, right-sized mobility. Complete neighborhoods are linked to one another by zero-emission (ZE) micromobility — walking, bikes and e-bikes, scooters, and neighborhood electric vehicles — supported by the Local Travel Network (LTN), a low-stress network of local streets built to carry the many short trips that connect neighborhoods to each other. Mobility hubs then provide access to regional transit and full-speed automobiles for the longer trips to destinations outside the South Bay.

Issues and Opportunities Today

Cities across the South Bay now face a fundamental challenge: accommodating substantial new housing growth within largely built-out communities while meeting State-mandated targets of the Regional Housing Needs Assessment (RHNA), with little vacant land remaining on which to place it.. At the same time, many existing commercial corridors and sites – particularly those for retail, office, and service commercial uses – are increasingly underutilized . Shifts in the commercial real estate market — driven by the growth of e-commerce and post-pandemic changes in work patterns — have led to rising retail vacancies, underperforming commercial centers, and reduced demand for some office and retail space. As a result, many of these sites are no longer operating at their highest and best use, creating both a challenge for cities and a meaningful opportunity for new housing.

Beyond simply meeting housing unit targets, SBCCOG's goals emphasize the importance of delivering ***sustainable housing consistent with SBCCOG's model*** —housing that is located in walkable and amenity-rich areas that support micromobility, reduce dependence on private internal combustion vehicles, and support complete, mixed-use neighborhoods. In the South Bay context, this requires aligning housing production with existing corridors, destinations, and mobility networks to create more livable and connected communities over time, so that meeting housing targets and building a

more sustainable region advance together rather than as competing goals.

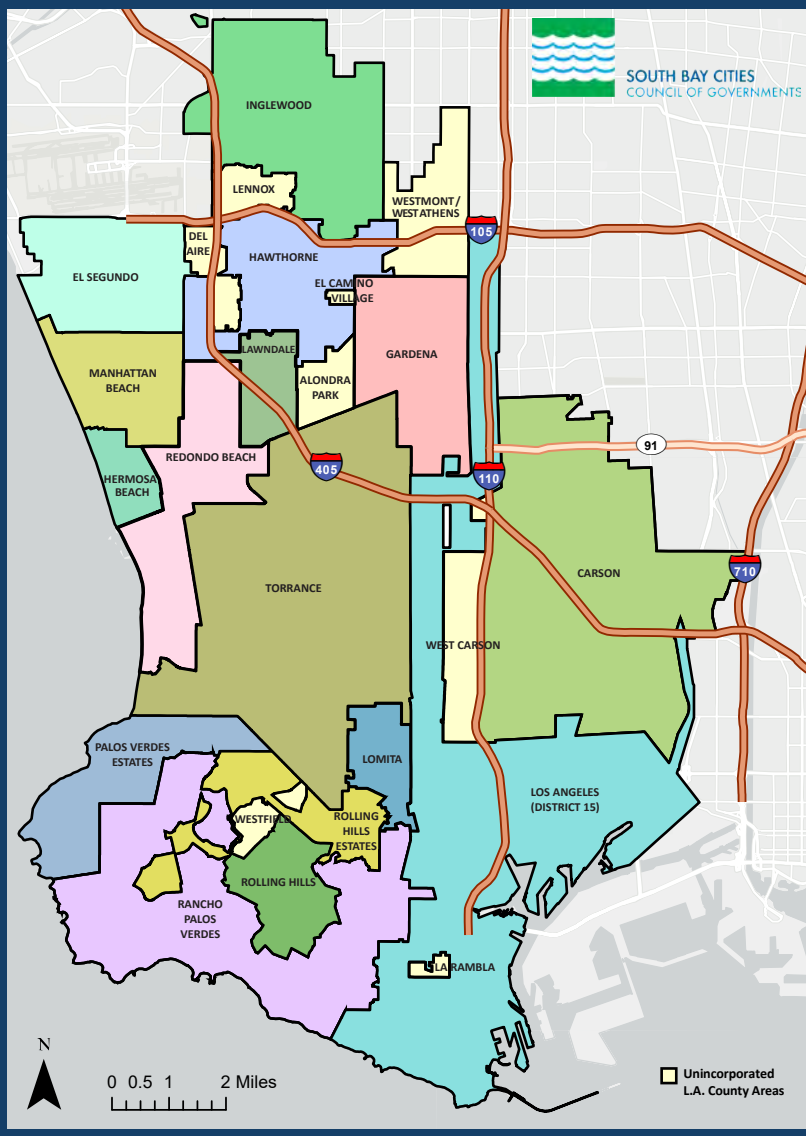
Under California Housing Element law, cities must identify housing opportunity sites that are not only sufficient in capacity, but also ***available, suitable, and feasible*** for residential development within the planning period. In built-out environments like the South Bay, this increasingly requires cities to look beyond vacant land and intensification of existing residential properties and evaluate the realistic potential for redevelopment of underutilized commercial sites.

The South Bay ReStock Study

This study builds upon the 2023 SBCCOG study Housing Roadmap: Redevelopment of Commercial to Sustainable Housing (funded by SCAG Regional Early Action Planning / REAP 1.0). The REAP 1.0 funded study highlighted the potential for commercial sites redevelopment as a meaningful pathway to add more housing in a built-out region like the South Bay. The current study reinforces several of those findings, but goes beyond to combine site inventory and analysis, development test fits for sites identified by partner cities as well as sites from the inventory, pro forma analyses for the development test fits, as well as input from housing developers to understand:

1. ***Where redevelopment of sites to housing is likely feasible in practice;***
2. ***What types of housing are more viable given current market values and development costs, and;***
3. ***What actions cities can take to enable more conversion of underutilized commercial sites to housing that supports SBCCOG's sustainable suburban model for the South Bay.***

The findings demonstrate that while commercial sites represent a meaningful source of potential housing capacity, their ability to meet RHNA requirements and support new housing development and affordable housing depends on a combination of ***market conditions, site characteristics, urban context, and local policy choices***. The study also finds that often, the strongest opportunities for commercial-to-residential conversion with multifamily housing are concentrated along walkable corridors and near key destinations such as local business clusters and major employers. This indicates that meeting housing targets and building more sustainable, connected communities can be complementary goals, and cities should plan for mobility, economic development, and multifamily housing together.



Jurisdictions within the South Bay Cities Council of Governments (SBCCOG)

1.2 Key Findings

This study examined dozens of commercial sites across the South Bay, combining mapping, financial analysis, and direct input from developers to identify where housing conversion is realistic, what forms it is most likely to take, and what conditions enable or constrain it. The findings show that commercial-to-residential redevelopment presents a genuine opportunity in the right markets and for the right site types, but it will not happen on its own, and the opportunity is not spread evenly across the region.

Six key findings emerge from the analysis, that are explored in more detail in Section 3.

Housing redevelopment follows market strength

New housing is most likely to occur in areas where rents and home prices are already high enough to support development costs. In lower-value markets, new housing developments may meet zoning requirements but the numbers may not work for a developer to actually build housing today, which limits how much those sites can realistically contribute toward a City's current RHNA targets.

Some commercial site types are more attractive for conversion in the South Bay

A significant share of a city's RHNA capacity can be accommodated on underutilized commercial sites — but certain site types are far more consistently viable than others. Commercial sites with large parcels, excess parking, and lower economic activity, such the freestanding "pad" sites around the edges of large shopping centers and malls, are more likely to be available and suitable for redevelopment. Smaller parcels, sites with several different owners, or businesses that are still doing reasonably well, present greater barriers and are less likely to be redeveloped within the Housing Element planning period.

Feasibility depends on housing type and parking, not just density

Allowing higher density alone does not guarantee that housing actually gets built. In many South Bay markets, lower- to mid-density housing types—such as townhomes and walk-up apartments, often called missing middle housing or gently density housing —are more financially feasible than higher-density buildings that wrap around or sit on top of structured parking (the "wrap" and "podium" types). This is mainly because they cost less to build — especially when it comes to parking. Matching zoning to the building types that actually pencil out is essential if sites are going to be developed. Setting density minimums too high — or maximums too low — can unintentionally make housing infeasible when those rules don't match what the local market will support.

Quality of place and design can expand site suitability and feasibility

Being close to clusters of shops, services, and other destinations — within an easy, safe walk, and supported by better local mobility options like the Local Travel Network (LTN) — along with good site design, can raise both the market demand for new housing and community support for it. Strong design and investment in the surrounding area can turn otherwise marginal sites into places where housing can succeed.

Regulatory certainty and process shape outcomes

Even in strong markets, uncertainty about whether and when a project will be approved (often called entitlement risk), unclear standards, and long processing timelines can prevent otherwise viable projects from moving forward. Clear, predictable City processes — and faster "by-right" (ministerial) approvals that don't require case-by-case discretionary review — can make the difference in whether projects actually break ground.

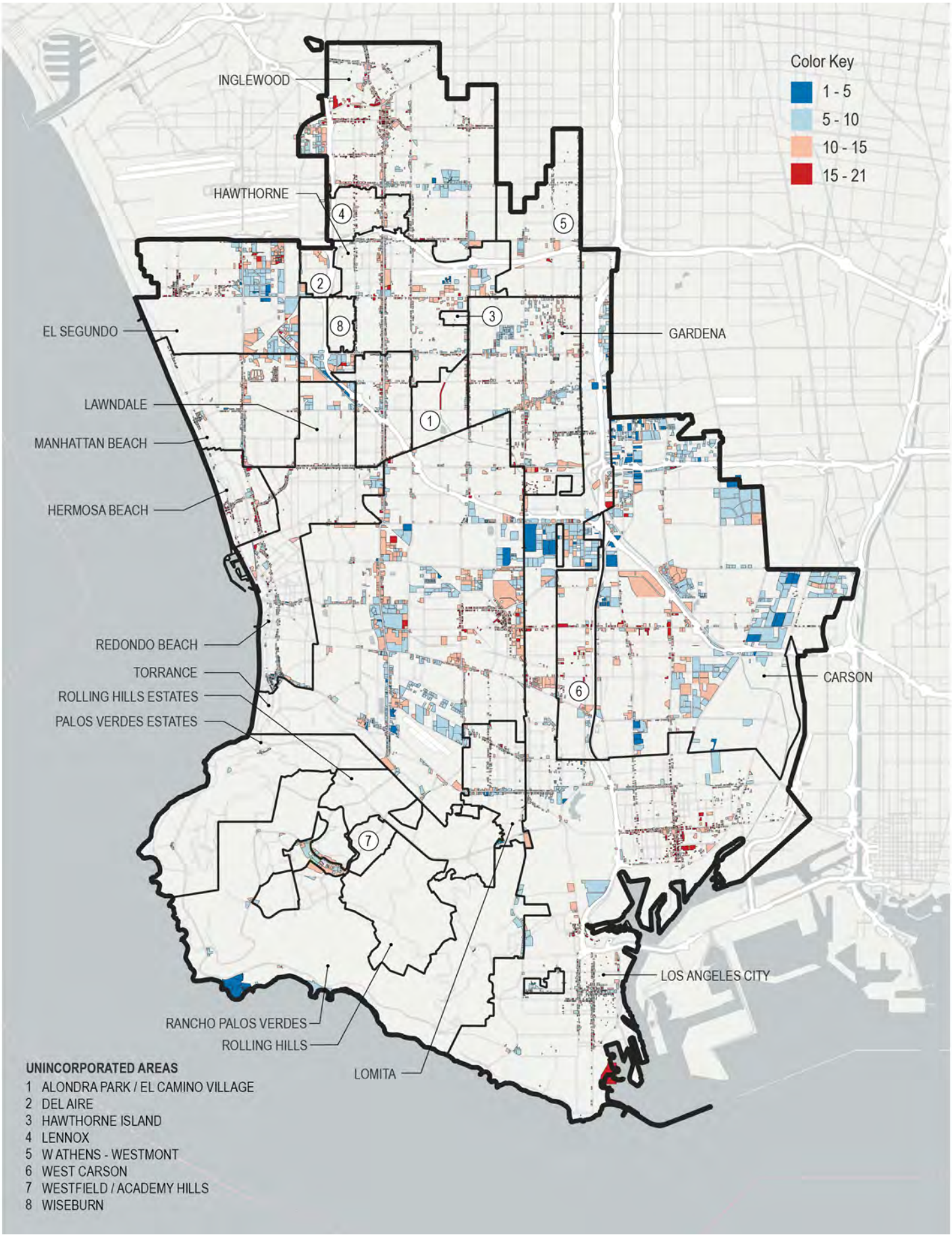
Affordable housing requires public intervention

Market-rate development alone will not deliver significant levels of affordable housing on commercial sites. Simply adding more housing supply does not, by itself, immediately make housing affordable to lower-income households; that typically takes public dollars or tools like density bonuses that require subsidized housing units. While higher-value areas may support some mixed-income development, most affordable housing production will require public land, subsidy, and public-private partnerships to close the gap between what it costs to build and what lower-income renters can pay and ensure RHNA obligations are met across income levels.

1.3 Sites Inventory

Through a subregional inventory of underutilized commercial sites, the study identifies a substantial pool of potential redevelopment sites across the South Bay that can inform Housing Element updates. This inventory has been refined to prioritize sites that are more likely to be suitable for housing, i.e. physically and contextually appropriate, and attractive for conversion due to economic underutilization. The analysis also acknowledges that many sites still face constraints related to ownership, existing uses, infrastructure, or market conditions.

Collectively, these sites represent a meaningful opportunity to contribute toward RHNA obligations—but only if cities move beyond theoretical zoning capacity and instead focus on creating a realistic pipeline of housing development through targeted policies, streamlined approvals, and strategic partnerships.



Analysis and scoring of commercial sites for the Sites Inventory

1.4 Takeaways for South Bay Cities

Based on the findings from the study, there are several targeted, strategic approaches that the South Bay Cities can adopt to prioritize and facilitate the conversion of underutilized commercial sites to new sustainable housing. Each takeaway below pairs the direction with a short list of specific tools cities can act on now; all are detailed further in the recommendations in Section 3.

1. Focus on high-opportunity sites within destination areas

Prioritize underutilized commercial sites located along corridors and within established activity centers — places where people already shop, work, and gather — where housing can reinforce existing destinations and support more walkable, mixed-use environments. Since feasibility follows market strength, the right approach differs by market: lead with redevelopment where the market is strong, and lean on incremental and publicly-supported housing where it is not.

Tools and Strategies

- Start with the largest, lowest-intensity sites — big surface parking lots, aging strip centers, and mall "pad" sites with one or few owners — which are the most likely to actually redevelop.
- Use the project's Sites Inventory Tool to identify and rank these parcels in the city.
- Give priority to sites within a short walk (about ¼–⅜ mile) of a dense cluster of destinations and along planned LTN routes.
- Where a site is close to feasible, use targeted public tools — fee waivers, pre-zoning, and infrastructure funding — to tip the economics; reserve direct affordable subsidy for the weakest markets.
- In weaker markets where commercial redevelopment won't pencil, support incremental housing instead (ADUs and small-scale infill) to add lower-cost units and spread growth more broadly.

2. Enable a range of housing types

Allow a range of housing forms, not just the highest-density option, so projects can pencil out across different sites and markets.

Tools and Strategies

- Explicitly permit townhomes, walk-up apartments, small "missing middle" buildings, and senior housing in commercial zones.
- Adopt a set of pre-approved building plans, such as a "pattern book" of ready-made designs for missing middle types like duplexes, fourplexes, townhomes, and cottage courts, so small builders can get a permit quickly using designs the city has already reviewed and approved, instead of paying to design and vet each project from scratch.
- Set density minimums and maximums with flexibility to match what the local market will actually support, so zoning doesn't accidentally block feasible projects.

3. Improve certainty and reduce risk, while maintaining quality

Reducing entitlement risk (uncertainty over whether and when a project will be approved) and streamlining approvals is essential but should be paired with clear, predictable design and development standards. Providing certainty around both process and outcomes allows cities to achieve higher-quality development without introducing additional risk for developers.

Tools and Strategies

- Adopt Objective Design Standards (ODS) so qualifying projects can be approved "by-right" (ministerially), without case-by-case discretionary review.
- Use State streamlining tools such as AB 2011, SB 330, and CEQA infill exemptions to create clear by-right pathways on commercial land.
- Publish target review timelines and assign a single point of contact for housing applications (such as San Diego's Affordable Housing Permit Now program).
- Offer technical assistance to smaller, non-institutional developers pursuing smaller sites.

4. Rethink development and mobility together

Reducing required parking can make projects feasible, but only works when residents have real ways to get around without a car.

Tools and Strategies

- Tie parking reductions to LTN proximity (e.g., a set reduction for projects near an implemented LTN route).
- Require new housing to include secure parking and charging (110V outlets at minimum) for e-bikes, scooters, and NEVs, and consider shared-use micromobility devices as a building amenity
- Allow shared and unbundled parking and other Transportation Demand Management (TDM) measures
- Coordinate LTN buildout with housing-opportunity sites so mobility and housing reinforce each other.

5. Focus on economic development, quality of a place and urban design

Housing feasibility is influenced not only by market conditions, but also by the quality of the surrounding environment. Cities can expand where housing is viable by improving the places around it.

Tools and Strategies

- Locate housing within a short walk (¼–⅜ mile) of a dense cluster of shops and services, and invest in the specific public spaces that draw people there — sidewalks, street trees, lighting, crosswalks, small parks and plazas, and community/digital hubs.
- Keep neighborhood-serving businesses healthy using County tools (for e.g. the RENOVATE façade-improvement program, the Commercial Acquisition Fund, the Small Business Mobility Fund) and local Business Improvement Districts (BIDs).
- Require designs that connect to the street and to neighboring buildings: active ground floors (storefronts, lobbies, or windows rather than blank walls), human-scaled facades, and pedestrian links to adjacent streets and LTN routes.

6. Use public tools to unlock affordable housing production

Leverage public land, funding, and partnerships to address feasibility gaps, particularly for lower-income housing. Market-rate development alone will not produce much affordable housing — closing the gap takes public intervention.

Tools and Strategies

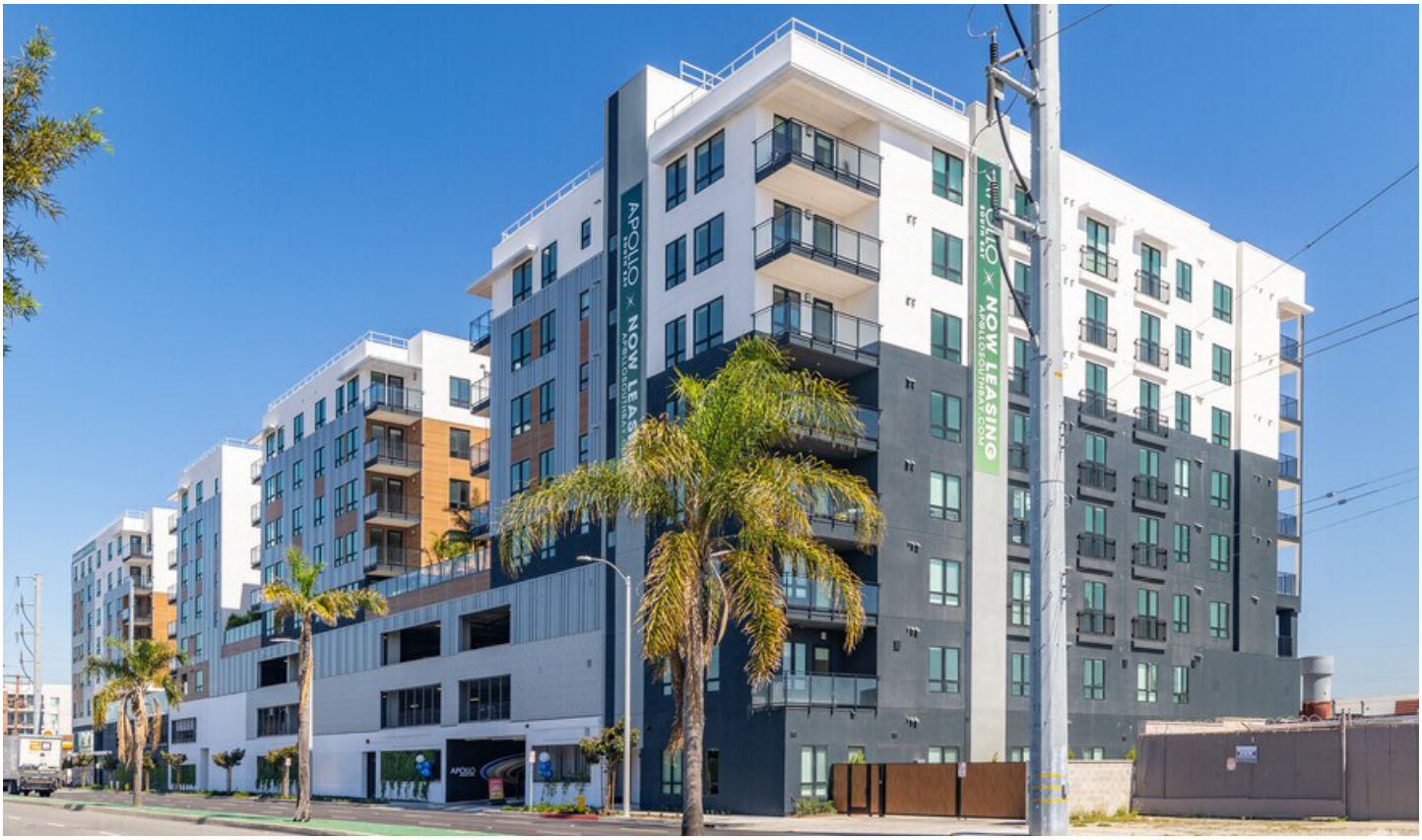
- Use the South Bay Regional Housing Trust (SBRHT) and County resources (Measure A / LACAHSA funds) to subsidize affordable units.
- Layer state and federal sources, for example, HCD's Multifamily Housing Program with Low-Income Housing Tax Credits.
- Make city- or agency-owned sites available through RFPs and use inclusionary or in-lieu fee programs to build a local funding stream.
- Recruit and support mission-driven nonprofit (CDC) affordable-housing developers.

7. Be aware of changing market dynamics

Real estate markets are cyclical, and development fundamentals change over time. Whether a project is feasible depends on land values, construction and financing costs, and lender appetite all lining up at once. Current market conditions are generally more favorable for townhome development (usually for-sale, wood-frame, and built without structured parking) and generally less favorable for multifamily rental apartments and for-sale condominiums, which carry higher construction and financing costs. Favored development type and financial feasibility will fluctuate over time. Absent public investment, cities cannot force development to occur when it is not financially feasible, regardless of mandate.

Tools and Strategies

- Keep the Sites Inventory Tool updated as market conditions shift.
- Right-size parking reductions and incentives to match real changes in travel behavior and demand.
- Time public subsidy and city-led site assembly to the lowest points in the cycle, when private feasibility is weakest.



Apollo South Bay market-rate apartments in Gardena, CA, Completed January 2026.

Thrive on 7th project in Downtown San Pedro, completed in 2023 includes 32 market-rate housing with 3 deed-restricted inclusionary units

2

Understanding Opportunity:
Analytical Framework and Methodology

2.1 Study Framework: From Theoretical Capacity to Realistic Opportunity

As described in Section 1, the South Bay's housing opportunity lies less in vacant land than in the redevelopment of underutilized commercial sites. This study addresses where housing can realistically be built, and where new housing can best support more sustainable, walkable communities. To answer these questions, the study applies a multi-layered approach with four main components:

1. **Partner City-identified sites** - Commercially zoned housing opportunity sites nominated for study by participating South Bay cities, drawing on local knowledge of market interest, ownership, and policy priorities. Direct city participation is a defining feature of this REAP 2.0 effort and a key advance over the REAP 1.0 study.
2. **Subregional sites inventory** – a data-driven scan that identifies and ranks candidate underutilized commercial sites across all member cities
3. **Site-specific test fits and pro forma analyses** – conceptual development scenarios and financial modeling that test what could actually be built on representative sites, and whether it pencils
4. **Developer input** – interviews with active affordable and market-rate developers with experience working in the South Bay to ground findings in real-world market conditions and decision-making

Together, these layers show not just not just where housing could occur in theory, but where it is most likely to be delivered in practice, and how cities can proactively guide growth toward the right locations and development patterns.

2.2 Partner City-identified Sites

A defining feature of this study, and a significant advance over the REAP 1.0 Housing Roadmap is the hands-on participation of South Bay cities in selecting and shaping the sites studied. Where REAP 1.0 established the regional case for commercial-to-residential conversion, this REAP 2.0 study brings individual cities into the analysis as active partners, ensuring the work reflects real local priorities and produces findings that cities can act on directly.

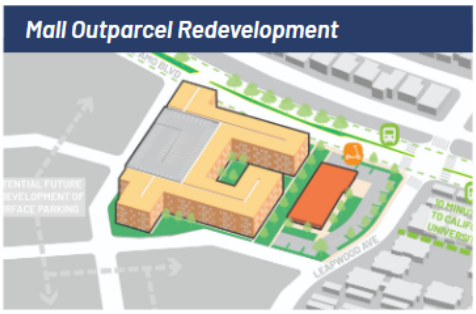
Three partner cities — ***Carson, Hawthorne, and Torrance*** — worked closely with the study team through a series of working sessions. Staff from each city hand-selected two sites of particular interest for more detailed study and shared the local knowledge they held on each, including ownership, prior development interest, and current planning priorities. In every case, cities chose sites that aligned with their own ongoing housing-production strategies, so the analysis would directly support decisions already on their agenda.

The selected sites reflect a range of local strategies. For instance, Carson chose a small corridor site the City had recently acquired specifically to pursue conversion to housing. Hawthorne focused on its commercial corridors — encouraging more mixed-use development along Hawthorne Boulevard while consolidating commercial activity there, and reconsidering underperforming commercial sites along Avalon Boulevard as housing opportunities. Torrance selected one of its largest redevelopment opportunities: a surface parking lot of more than 14 acres that had drawn private redevelopment interest in the past.

Carson

Torrance

Hawthorne



Sites selected by Partner Cities with test fit examples

For each site, the study team conducted detailed research into the planning, zoning, and physical context to determine the most appropriate development scenarios, then prepared physical test-fit layouts and pro forma analyses to assess what could realistically be built and whether it would be financially feasible. The results were shared back with each city to directly inform their housing strategies, policies, and next steps.

2.3 Subregional Sites Inventory: Identifying Candidate Sites

Complementing the partner-city selections described in Section 2.2, this layer developed a GIS-based inventory of underutilized commercial sites across all SBCCOG member cities , taking a broader, data-driven view of opportunity across the subregion. Commercial (and certain industrial, such as warehouse) parcels screened for underutilization, defined by physical and economic indicators:

- **Physical indicators**, , such as low development intensity (e.g., low floor area ratios), surface parking-dominated sites, and aging building stock
- **Economic indicators**, including low improvement-to-land value ratios and signs of declining commercial performance

Sites were further evaluated using suitability criteria aligned with SBCCOG's and the subregion's sustainable housing goals, as well as factors that influence affordable housing funding priorities. These included:

- Proximity to transit, the Local Travel Network (LTN), and walkable street systems
- Access to amenities, employment, and existing destination areas using Data Axle business data to identify clusters of existing business activity
- Avoidance of environmental hazards
- Consideration of equity factors, including disadvantaged communities and high-opportunity areas
- Access to digital infrastructure, such as proximity to the SBCCOG broadband network

Rather than applying simple pass/fail criteria, these attributes were combined into a weighted scoring framework so that sites could be evaluated holistically. Each attribute was scored, grouped into composite scores, and weighted by significance to produce an overall development-potential ranking for every parcel (the full criteria, weights, and data sources are detailed in the Appendix).

Applying this framework, the inventory tool analyzed and ranked over 10,000 underutilized commercial parcels across all SBCCOG member cities, with overall scores ranging from 2 to 21. Over 4,000 sites were

shortlisted based on their scores being in the top half, then narrowed by selecting the highest-scoring sites in each South Bay jurisdiction. These were further ground-truthed through desktop surveys (review of satellite and street-view imagery to verify current conditions) and compared against cities' existing and selected Housing Element opportunity sites to prioritize new opportunities not already in local inventories. This process narrowed the pool to roughly 80 representative candidate sites, distributed across all South Bay jurisdictions and spanning a range of locations, parcel sizes, and development conditions, which were carried into the final inventory. The complete, queryable inventory is available through SBCCOG's Sites Inventory Tool.

2.4 Site-Specific Test fits and Pro Forma Analysis

The study conducted detailed test fits and financial feasibility analyses on 13 sites. For each one, the team prepared a "test fit" — a conceptual site plan showing how much housing of a given type could physically fit on the parcel — paired with a financial feasibility ("pro forma") analysis. Six of these were the partner-city selections described in Section 2.2 (two each in Hawthorne, Torrance, and Carson); the remaining seven were drawn from the subregional inventory to capture a diversity of site types, locations, and redevelopment conditions across the South Bay.

Site #	Commercial Site Type	Location	Address	Size (acres)	Source
1	Corridor Small Lot	Carson	24209 Avalon Blvd.	0.59	Partner City
2	Mall Outparcel	Carson	20700 Avalon Blvd.	4.16	Partner City
3	Neighborhood Strip Center	Hawthorne	645 N Hawthorne Blvd.	1.6	Partner City
4	Shallow Corridor Site	Hawthorne	11706 Prairie Ave.	0.69	Partner City
5	Large Strip Center	Torrance	20912 Hawthorne Blvd.	5.09	Partner City
6	Extra Large Surface Lot	Torrance	2500 Redondo Beach Blvd.	14.33	Partner City
7	Surface Lot	El Segundo	Sepulveda/ Mariposa	1.8	Sites Inventory
8	Industrial Edge Site	Gardena	1215 W 132nd St	2.0	Sites Inventory
9	Big Box Redevelopment	Inglewood	11387 Crenshaw Blvd.	5.8	Sites Inventory
10	Surface Lot	LA County	25841 Normandie Ave.	9.5	Sites Inventory
11	Motel Conversion	Lawndale	14809 Hawthorne Blvd.	0.4	Sites Inventory
12	Corridor Site	Lomita	2347 Pacific Coast Hwy.	1.7	Sites Inventory
13	Large Post-industrial Site	Wilmington	1022 Eubank Ave.	3.0	Sites Inventory

Note:

Sites selected from the Sites Inventory Tool prioritized a diversity of sites including a variety of site sizes for the test fit studies. The final inventory was optimized to only include sites above a minimum size of 0.5 acres.

Analysis Included for Each Site

- **Conceptual test fit scenarios**, laying out different housing types (for example, townhomes, walk-up apartments, or wrap and podium buildings) and site arrangements to see what physically fits.
- **Development yield**, i.e. how many units each scenario produces and how efficiently it uses the site.
- **Pro forma (financial) modeling** — testing whether each scenario is financially feasible under current construction costs, parking requirements, and market conditions. A central measure is residual land value (RLV): what a developer could afford to pay for the land after covering construction costs and a required profit. A higher RLV signals a more feasible project, while a negative RLV means it does not pencil. Comparing each site's RLV against the likely market value of the land also showed whether a project could support some income-restricted (affordable) units or only market-rate housing

This step was critical in identifying not only how much housing fit on a site, but which types of housing may be most viable on different types of underutilized commercial sites under current market conditions.

Detailed test-fit layouts and pro forma results for individual sites are provided in the Appendix.

2.5 Market Validation: Developer Input & Methodology

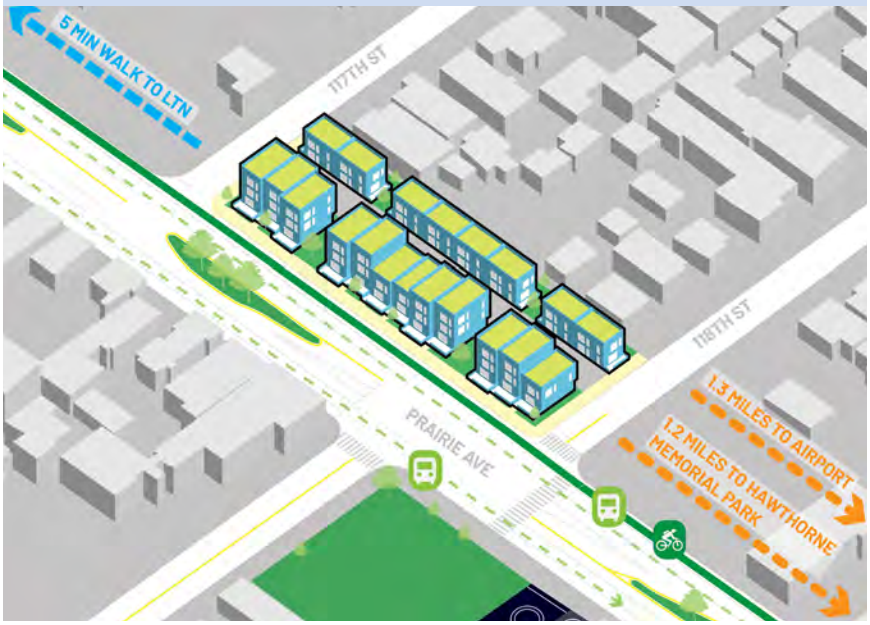
To complement the quantitative analysis, the study incorporated direct input through interviews of both market-rate and affordable housing developers active in the South Bay.

Developer Conversations

The team held five developer meetings over the course of the study, conducted as virtual meetings. Participants reflected the range of firms building in the subregion — for example, market-rate homebuilders, developers focused on mixed-use and infill redevelopment in the South Bay, and mission-driven nonprofit affordable housing developers. Each had direct experience delivering projects in the South Bay, and the discussions were designed to test the study's assumptions against how developers actually evaluate sites, structure deals, and decide whether to move a project forward.

Site #4 (Hawthorne - Prairie Avenue) Townhomes

Lease - Not Viable; Sale - Likely Viable



Program	
Site Acres	0.7
Net Commercial SF	-
Net Residential SF	29,000
Gross Parking / Bedroom	0.5
Total Bedrooms	50
Dwelling Units	20
DU / Acre	29

Costs & Revenue	
Land Cost / Net SF	$ 129
Parking Cost / Net SF	-
Development Cost / Net SF	279
Soft Cost / Net SF	83
Total Cost / Net SF	$ 491
Gross Rev / Net SF - Lease	$ 442
Gross Rev / Net SF - Sale	548
Return on Cost - Lease	-9.9%
Return on Cost - Sale	11.6%

Lease - Not Considered Viable
Sale - Likely Viable

Example Test fit study and pro forma analysis for Site# 4 in Hawthorne - Shallow Corridor Site along Prairie Avenue. See Section 5 in the Appendix for detailed test fit and pro forma analysis for all studied sites.

Themes from Developer Conversations

- **Parking is one of the biggest levers on feasibility.** Developers repeatedly named parking as the factor that often makes or breaks a project. Structured (garage) parking can cost upwards of $30,000 per space, which pushes higher-density apartments out of reach in all but the strongest-rent markets. Developers, including affordable housing developers, still need some parking to lease and operate their properties (one affordable housing developer noted that roughly a third of their tenants own cars). Developers shared consensus on asking for cities to right-size parking ratios, allow shared parking, and pair these with real walkable neighborhoods.

- **Density alone doesn't make a project pencil.** For-sale homes generally run from about 12 units/acre (detached) up to about 30 units/acre (small-lot and townhomes), while apartments typically need 60 units/acre or more. The podium and wrap buildings that reach those densities carry the high structured-parking costs above. In today's market, townhomes are the most consistently feasible product partly due to lower parking costs; rental apartments and condos are harder to deliver.

- **Capital market conditions are a major headwind**. Expensive debt, low leverage, and higher investor return expectations (that have grown from roughly 5–5.5% four years ago to 6.5–7% today) mean that many rental projects have not penciled for the past few years except in the highest-rent areas.

- **Adding density without affordability requirements can backfire**. Allowing more density tends to raise land values, which in turn can make affordability harder, not easier. Developers advised pairing any upzoning with inclusionary (affordable) requirements, and having cities clearly state whether they are prioritizing total unit count, affordability, or for-sale housing.

- **Process friction and uncertainty add real cost.** Developers cited long, unpredictable approvals, with some cities requiring seven to eight rounds of plan check versus a typical three or four, often through outsourced reviewers with little accountability, which all add up to nine months and significant carrying cost. Clear, "by-right" approval paths and state streamlining laws (such as AB 2011) help, though the prevailing-wage requirements attached to some of those tools can cancel out the savings. Similarly, other regulatory constraints such as potential new requirements from the Department of Toxic Substances (DTSC) for annual reporting over a 30-year period on post-industrial sites requiring remediation, create significant barriers for the conversion or redevelopment of these site types.

- **Off-site and infrastructure costs can sink infill projects.** Requirements to underground overhead power lines, upgrade storm drains, or fund other public improvements can add millions of dollars and months of utility-driven delay, which are sometimes enough to make an otherwise viable project infeasible. City help in sharing these off-site costs was highly valued.

- **Condominiums are largely avoided because of litigation risk.** The risk of construction-defect lawsuits (and a long liability tail) discourages condo development despite real demand. Townhome-style condos and potential legal reform were seen as the more likely path forward.
- **Affordable housing follows the funding.** Nonprofit developers select sites based on what scores well for funding programs — for instance, tax-credit criteria that favor transit- and amenity-rich, high-resource areas — generally prefer sites of roughly 60 or more units, and avoid parcels next to single-family homes in favor of commercial-adjacent ones. They flagged community opposition and long timelines as the biggest hurdles, and pointed to city prioritization, RFP and by-right sites, local funding, and an SBCCOG advocacy and coordination role as the things that move projects faster. Per-unit costs are rising — recent South Bay projects came in under roughly $500,000–$600,000 per unit, versus about $700,000 in the City of Los Angeles and $1 million in the Bay Area.

Together, these conversations grounded the study's assumptions in real-world market behavior and directly shaped the findings and recommendations in Section 3 — especially those on parking and housing type (3.3), regulatory certainty and process (3.5), and the distinct tools that affordable housing requires (3.6).

3 Key Findings and Recommendations

This section synthesizes key findings and recommendations to guide SBCCOG member cities in advancing housing production and sustainable housing development. Findings draw on the subregional site inventory, the feasibility testing,developer interviews, and the direct input of partner cities as described in Section 2. They address both RHNA requirements and SBCCOG's goals for sustainable, walkable neighborhoods, as introduced in Section 1.

3.1 Housing Redevelopment Follows Market Strength

Finding

Housing development on commercial sites is driven primarily by market strength. New housing is most feasible in areas where rents and home values are already high enough to cover development costs, typically in activity centers with access to jobs, services, and existing amenities.

Zoning alone is insufficient to induce more housing units to be built, and commercial sites in lower-value markets may see little or no redevelopment even when zoning allows substantial housing on paper. .

The current gap between market rents and development costs in lower-value South Bay areas reflects persistent factors, including proximity to industrial uses, lower household incomes, and limited access to amenities. These challenges do not resolve on their own with simply by allowing more density (upzoning); they continue to shape how desirable these areas are for new housing. Another important consideration is that the sites where housing is most financially feasible may not always be the sites that best advance SBCCOG's sustainability goals. Housing sustainability follows proximity; i.e. whether a site is close enough to walk to a dense cluster of everyday destinations. Some strong-market sites where housing would be feasible are highly walkable, but others are not. Cities therefore should consider both, market strength and proximity to business clusters in making decisions on where to promote or support future housing production.

Tier	Locations
Tier A: Strong Markets	**Parts of Torrance, El Segundo**
Tier B: Marginal Market (Viable with right typology and facilitation)	**Carson (Avalon corridor), parts of Gardena, parts of Hawthorne (along Hawthorne Boulevard), Lawndale and Lomita**
Tier C: Weaker Markets (Conversion may not be viable without subsidy)	**Wilmington, Unincorporated LA County, (Harbor City / Normandie area)**

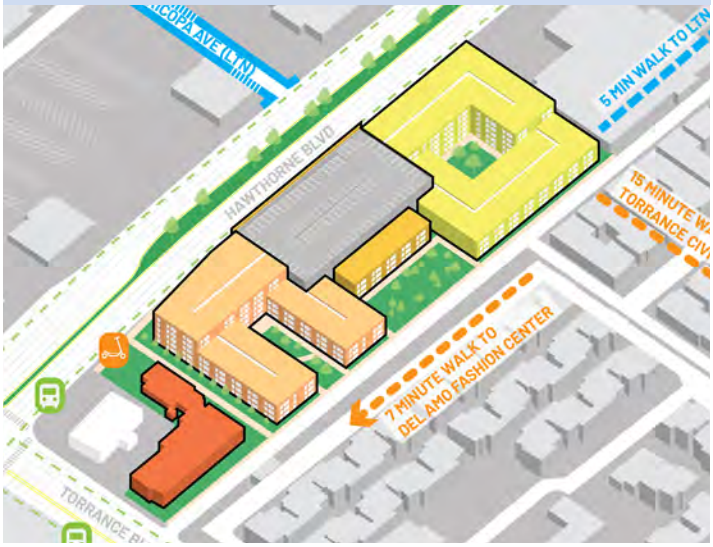
Examples from Pro Forma Studies

The pro forma results across the study's 13 sites helps to illustrate this pattern. In Torrance, which has the strongest multifamily rents of the primary cities evaluated, Site #5 (Torrance - Hawthorne Blvd.) produced the highest residual land value in the study and appeared sufficient to support acquisition of an active commercial site with multiple owners and existing economic utility.

By contrast, both lower-value test sites from the study showed negative or near-negative Residual Land Values (RLV) across all but the most minimal development scenarios. At Site #13 (Wilmington- Eubank Ave), no apartments were financially viable, and even the lowest-density townhome option did not support enough land value to acquire the property, a result still characterized as not considered viable, although a higher number of townhomes may change that result. Site #10 (LA County - Normandie Ave) was financially infeasible across every scenario, made worse by the requirement to replace an adjacent hotel's existing parking. These sites carry built-in cost burdens that market-rate development may not be able to overcome in the today's market.

Site #5 (Torrance - Hawthorne Blvd) Wrap Building

Lease - Likely Viable



Site #5 (Torrance - Hawthorne Boulevard) - Test fit for high density multifamily housing built as a 'wrap' around parking garage was identified as 'Likely Viable' despite high cost of structure parking, due to high rental market. See Appendix Section 5 for details.

Cities that consistently fall short of RHNA targets face compounding obligations in successive cycles — their 7th Cycle allocations will reflect unmet need carried over from the 6th Cycle. For cities where market-rate development is feasible but has not translated into actual housing, the gap between zoned capacity and actual housing often comes down to regulatory friction, uncertain approvals, the absence of clear development pathways, or a lack of interest from existing landowners. Removing those barriers is often the clearest and most achievable near-term action cities can take to spur more housing production.

Evidence from Case Studies

This overall finding on market strength also aligns with real-world evidence: the Gable House Apartments at 22501 Hawthorne Boulevard, a 218-unit mixed-use project delivered on a former commercial site, was financed and constructed despite increasing interest rates and rising construction costs, reflecting developer confidence in achievable rents in that corridor.

Site #13 (Wilmington - Eubank Ave) Townhomes

Sale - Not Viable

Site #10 (LA County - Normandie Ave) Flats

Lease - Not Viable

Sites located in lower value markets such as Site #13 (Wilmington - Eubank Ave) at the top and Site #10 (LA County - Normandie Ave) at the bottom, were not feasible for most housing types. See Appendix Section 5 for details.

Case Study - Gable House Apartments under construction on former commercial site in Torrance, with 218 units including 17 inclusionary housing units.

Recommendations

Cities should adopt a dual strategy: leverage strong markets, while addressing feasibility gaps.

- **Focus growth in high-opportunity areas.** Prioritize underutilized commercial sites in corridors and activity centers where strong market conditions and SBCCOG's sustainability goals already align.

- **Require active ground floors and walkability improvements as conditions of approval.** In strong-market corridors, make project approval contingent on active ground floors with street-facing shops and services, lobbies, windows and entries rather than blank walls, along with reduced car parking requirements, dedicated parking and charging for smaller electric vehicles such as Neighborhood Electric Vehicles (NEVs), and improved pedestrian connections. This ensures that market-viable projects also strength the quality of the place.

- **Deploy public tools in marginal markets.** In weaker rental markets, targeted public investment such as fee waiver policies, pre-zoning, infrastructure funding, and affordable housing funding resources provided through the South Bay Housing Trust, can tip the feasibility for projects that would otherwise not proceed. It may be prudent to reserve direct subsidy programs for the lowest-value markets where market-rate development cannot work on its own.

- **Support incremental housing in lower-value neighborhoods.** Support ADUs and smaller-scale development as a complementary strategy where large commercial redevelopment is infeasible. This distributes housing growth more broadly, adds naturally lower-cost units, and reinforces neighborhood stability without requiring high rents that commercial conversion depends on.

- **Maintain a living subregional site inventory.** SBCCOG should institutionalize the site inventory from this study as an ongoing, monitored resource — updated as market conditions evolve and linked to both Housing Element cycles and LTN investment planning — so cities and the Council of Governments share a durable, evidence-based tool for tracking realistic housing pipeline opportunities.

3.2 Some Commercial Site Types Are More Consistently Viable for Conversion

Finding

Not all underutilized commercial sites are equally suitable for housing. The most convertible sites tend to share a few features : large parcels, plenty of surface parking, low economic output per acre, consolidated ownership, and enough room to redevelop in stages without clearing the whole site at once.

RHNA strategies that assume broad-based commercial conversion may overestimate how much housing will actually be built. Many sites will not redevelop within the planning period because they still generate solid income, have multiple owners, or carry built-in cost burdens. The table below groups sites into three tiers of conversion potential, drawing on the study's pro forma testing:

Tier	Site Types, Characteristics, and Implications
Tier 1: Desirable (Highest Conversion Potential)	**Site Types:** • Regional malls and large shopping centers • Power centers and large-format retailers with excess surface parking • Low-rise office campuses • Large institutional or hospital campuses with underutilized parking **Characteristics:** Large land areas with low building coverage; significant excess surface parking; low economic productivity per acre; consolidated ownership; ability to redevelop in stages without full site clearance. **Examples from Pro Forma Studies (See Appendix):** Site #2 (Carson- 20700 Avalon Blvd, 4.2 acres) which is a mall outparcel with a lot of surface parking, produced sufficient Residual Land Value (RLV) across multiple housing types, supporting scenarios that were likely viable, with the highest return achieved by retaining an existing commercial anchor while adding 262 flats. **Implications**: Strongest opportunities for scalable, replicable redevelopment. Can be prioritized in Housing Element inventories.
Tier 2: Moderate Potential (Requires Facilitation)	**Site Types:** • Strip malls and aging neighborhood shopping centers • Clusters of small commercial parcels along commercial corridors • Older low-rise office buildings • Motels and auto-oriented uses with conversion potential **Characteristics:** Smaller or subdivided parcels; moderate existing commercial activity; redevelopment requires parcel consolidation, creative phasing, or partial retention of existing uses. **Examples from Pro Forma Studies (See Appendix):** Site #11 (Lawndale-Hawthorne Boulevard, 0.4 acres) was viable only when combining motel conversion with new senior housing (32 units + 12 converted). Site #12 (Lomita- Pacific Coast Highway Site, 1.7 acres) was viable only with retained retail and low-density housing. **Implications**: Can contribute to housing supply but require public facilitation, flexible standards, or careful program design; Cities should identify a clear delivery pathway.

Tier	Site Types, Characteristics, and Implications
Tier 3: Hardest to Convert (Near-Term Redevelopment Challenging)	**Site Types:** • Single-tenant big-box retail • Small corridor retail parcels • Well-performing commercial centers • Fully built-out light industrial or sites needing extensive remediation • Sites with major institutional uses requiring parking replacement **Characteristics:** High building-to-land ratios; limited excess land; strong existing revenue streams; full demolition required; sometimes burdened by replacement parking obligations for adjacent uses. **Examples from Pro Forma Studies (See Appendix):** Site #9 (Inglewood- 11387 Crenshaw, 5.8 acres) showed multifamily housing inviable as either infill or redevelopment, due to existing economic utility of big box retail and associated parking. Site #10 (LA County - 25841 Normandie, 9.5 acres) also showed negative RLV across all scenarios, with feasibility further suppressed by the requirement to provide structured replacement parking for an adjacent hospital — demonstrating how existing institutional economic utility can entirely preclude market-rate housing. **Implications:** Should not be heavily relied upon in RHNA capacity assumptions without public subsidy or site-specific intervention.

Site #2 (Carson - Avalon Blvd) Wrap Building

Lease - Likely Viable

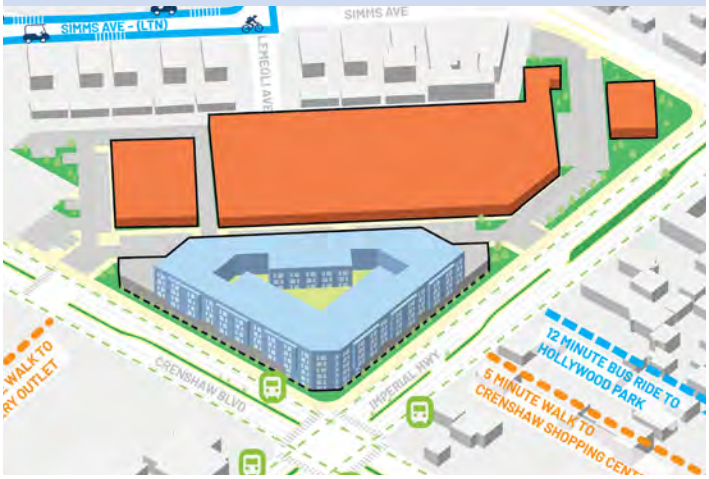
Site #2 (Carson - Avalon Blvd) Apartments Village

Lease - Potentially Viable

Example of a Tier 1 site type (Regional Mall Outparcel) that has the strongest opportunity for scalable, phased redevelopment.

Site #9 (Inglewood - Crenshaw Blvd) Partial Infill

Lease - Not Considered Viable



Site #9 (Inglewood - Crenshaw Blvd) Full Redevelopment

Lease and Sale -Not Considered Viable

Example of a Tier 3 site type (Big Box Retail site) that may have existing economic utility and therefore hard to make financially feasible as a housing redevelopment.

Evidence from Case Studies

Recent redevelopment activity in the South Bay and broader region reinforces the tier findings, while also illustrating the limits of conversion potential for certain site types. The experience of Rite Aid's closure of over 800 stores nationally is instructive for understanding Tier 3 constraints: major retail landlords reported that recaptured Rite Aid spaces were backfilled by new tenants, including grocers and dollar stores, often at significantly higher rents than the previous leases, demonstrating that single-tenant pharmacy and big-box sites frequently retain strong economic utility even after an anchor vacates. This pattern confirms that Tier 3 sites with functioning commercial infrastructure and established trade areas are more likely to attract replacement retail tenants than to redevelop as housing even when a major occupant departs.

By contrast, the ongoing South Bay Galleria redevelopment in Redondo Beach provides direct real-world support for the Tier 1 findings. The nearly 30-acre mall site is being entitled for phased housing redevelopment. Phase 2, approved by the Redondo Beach Planning Commission in August 2025, calls for a three-to-eight-story building with 350 apartments and townhomes wrapped around a structured parking garage, while the existing retail core remains operational.

Recommendations

Cities should adopt a dual strategy: leverage strong markets, while addressing feasibility gaps.

- **Use site type in Housing Element site selection.** Sort candidate sites into Tier 1 (most likely to convert), Tier 2 (possible, but needs city help), and Tier 3 (unlikely in the near term) sites when choosing RHNA opportunity sites. Over-reliance on Tier 2 and Tier 3 sites risks falling short of RHNA if they don't produce housing within the planning period.

- **Prioritize large, low-intensity commercial parcels with consolidated ownership.** Focus rezoning and incentives on parcels of one acre or more with low floor-area ratios, high surface parking coverage, low improvement-to-land value ratios, and manageable ownership structures.

- **Plan for phased and incremental redevelopment.** Many of the most viable sites — especially large retail and office can be redeveloped in stages, adding housing on part of the site (such as a parking field) while the rest keeps operating. Ensure zoning and development standards support this through tools like phasing plans, master site plans, vesting tentative maps, and allowing interim uses..

- **Preserve and integrate community-valued commercial uses, where possible.** Where existing businesses anchor walkable activity, entitlement conditions with city support can require their retention or replacement in kind. As the Carson mall Site #2 (Carson-20700 Avalon Blvd) pro forma evidence shows, preserving viable commercial activity alongside housing can also help make a project financially viable.
- **Align public investment with priority site tiers.** Focus corridor planning, streetscape investment, rezoning, and LTN improvements around Tier 1 and stronger Tier 2 sites, where the return on public investment is greatest and housing delivery is most likely within the planning period.

Before and After - Big Box Retail stores often have sufficient economic utility to be repurposed for other retailers rather than be converted to housing. This example from Culver City on Sepulveda Boulevard shows a Big Lots store converted to Super King Markets in April 2026.

3.3 Feasibility Depends on Housing Type and Parking, Not Just Density

Finding

Allowing higher density alone does not guarantee that housing is feasible or gets built. Across the 13 test sites, feasibility depended on four factors: type of housing; site configuration (parcel size, access, phasing capacity); the parking approach (surface, tuck-under, or structured/garage); and the relationship between construction costs of a given housing type and the rents achievable at that location.

The primary cost driver is structured parking — underground or above-grade concrete parking structures can readily add $30,000–$50,000 or more per stall, costs that require high rents to underwrite. In moderate-rent markets, this renders higher-density podium development infeasible even on otherwise suitable sites. Lower-intensity building types that rely on surface or tuck-under parking are significantly more viable in those contexts. Zoning that is only focused on maximum density, without attention to the building types that can realistically achieve that density at prevailing rents may produce sites that satisfy Housing Element counting requirements but do not produce actual housing.

It is also important to recognize that parking flexibility has limits. Developers, lenders, and many residents in the South Bay still expect parking at levels that walkability or transit proximity alone cannot fully justify. Building the LTN does not by itself create demand for car-free living parking reductions should therefore be implemented alongside real mobility investments and phased As actual travel behavior shifts.

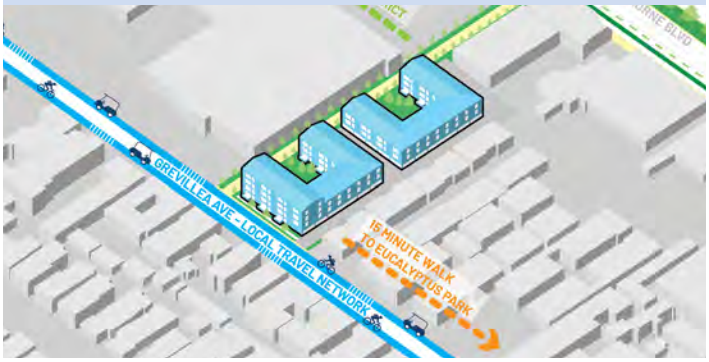
Examples from Pro Forma Studies

The pro forma results consistently demonstrate this pattern (full details for each numbered site are provided in the Appendix Chapter 5):

- **At Site #3 (Hawthorne- Hawthorne Blvd),** the 62-flats with tuck-under parking scenario produced sufficient RLV suggesting the development type was likely viable; the 99-flat scenario with three-tier stacked parking yielded a lower RLV and was not considered viable: more units but worse returns, because the parking cost exceeded what rents could support.(See Appendix Section 5 for more details).

Site #3 (Hawthorne - Hawthorne Blvd) Flats

Lease - Likley Viable



Site #3 (Hawthorne - Hawthorne Blvd) Wrap Building

Lease - Not Viable

- **At Site #8 (Gardena - 132nd St)**, townhomes and low-rise flats with surface parking produced a viable RLV, while the highest-density podium scenario with structured parking yielded only a third of the RLV and was not considered viable.
- **Site #7, (El Segundo Sepulveda/Mariposa)** is the important exception: rents in that employment-rich submarket are high enough that the highest-density scenario with six-tier structured parking produced substantial RLV and was considered likely viable. This was the only site where increasing density and providing structured parking improved returns.
- Test fits that assumed **senior housing** consistently outperformed market-rate apartments at similar densities because senior housing was modeled with a lower parking ratio reflecting lower car ownership among senior residents (0.5 spaces/unit).

Site #1 (Carson - Avalon Blvd) Senior Housing

Lease - Likely Viable

Recommendations

- **Allow a range of housing types, not just the maximum density format.** Build flexibility into both density and development standards, especially where minimum

- **Adopt pre-approved ("pattern book") plans for missing middle and small-scale housing types.** A direct way to make the lower-density housing types identified above easier to build is to remove the cost and uncertainty of permitting each small project from scratch. Under a pre-approved plans program a city reviews a small catalog of designs (duplexes, triplexes and fourplexes, townhomes, cottage courts, and small courtyard apartments) for code and zoning compliance up front; a builder who selects one then needs only a site-specific review to pull a permit. This expedites permitting, reduces development cost and time for small-scale projects, and encourages designs that fit the context of existing neighborhoods. The model is well established and the South Bay can borrow from it rather than start from scratch: cities such as South Bend, Indiana and Spokane, Washington have adopted citywide missing-middle plan catalogs (in Spokane's case with the city underwriting the construction drawings and code review to lower builder costs), and Norfolk, Virginia pairs a free pre-approved pattern book with an expedited entitlement process.

- **Tie parking reductions to the LTN.** Establish reduced or flexible parking standards in mixed-use zones, particularly along LTN corridors and in walkable amenity clusters, and allow demand-management strategies such as shared parking, unbundled parking, and Transportation Demand Management (TDM) programs. SBCCOG research, funded by AQMD, found that 70% of vehicle trips in the South Bay are three miles or less — the exact range served by NEVs, e-bikes, and other micromobility devices on the LTN. This gives the South Bay Cities an empirical basis for parking reductions: reduced parking can be justified less by proximity to high-frequency transit (which the South Bay largely does not have) but more by access to the LTN and micromobility devices, which can enable residents to shift local trips to schools, groceries, and services with zero-emission, low-speed vehicles. Since new infrastructure does not immediately change travel habits, these reductions work best where micromobility is already established or is phased in as adoption grows. Cities can adopt a tiered parking standard that links minimum parking ratios to LTN route proximity — for example, a baseline reduction of 0.25–0.5 stalls per unit for projects within a defined distance of an implemented LTN route, with further reductions available through TDM agreements, unbundled parking, or shared parking arrangements.

- **Require micromobility charging infrastructure in new housing developments.** New housing on commercial sites can be required to provide dedicated NEV and e-bike charging outlets (110V at a minimum, with conduit for future 240V) in parking areas or garages as a standard condition of approval. These requirements have negligible cost impact relative to overall development cost but directly enable the mode shift that justifies reduced parking and supports SBCCOG's VMT and GHG reduction goals.

- **Coordinate LTN implementation with Housing Element opportunity site planning.** The LTN is currently implemented in El Segundo, with Redondo Beach, Carson, and Lomita in progress and inland cities in later phases. SBCCOG can explicitly map LTN route implementation against the Housing Element opportunity site inventory — prioritizing LTN buildout in corridors where housing development is anticipated, so that mobility infrastructure and housing production reinforce each other. For cities where LTN routes are not yet implemented, SBCCOG can work with member cities to include LTN route extensions as a condition or commitment within Housing Element programs, creating a formal link between housing approval and mobility investment.

3.4 Quality of a Place and Design Can Expand Where Housing Feasibility Works

Finding

Development feasibility is highest in strong markets, but planning and design decisions can improve a site's attractiveness and economic performance over time. Proximity to clusters of amenities, walkable neighborhoods, high-quality public spaces, and improved mobility infrastructure increases both market demand for housing and community acceptance of new development. This connects directly to SBCCOG's foundational research. The 2009 Sustainable South Bay Strategy found that business density (the concentration of small commercial establishments within walking distance) was the single strongest predictor of walking trips and local trip capture in South Bay neighborhoods.

But quality of a place depends not only on location; it is also about how the development itself is designed. Large-scale commercial-to-residential conversion projects carry a particular design risk that the replacement of low-intensity strip commercial with dense multifamily housing could produce buildings with long, undifferentiated masses that turn their backs on the street, replace small-business activity with blank podium facades, and create a pedestrian environment that is less inviting. This is one of the most common critiques of infill housing in built-out suburban communities and a significant driver of community resistance to new development.

The design principles that avoid this outcome are well-established in urban design practice and directly relevant to the South Bay commercial conversion context: buildings that are broken into smaller modules or bays at the street edge, ground floors that are porous and active — with storefronts, lobbies, common entries, retail, or at minimum windows and landscaped setbacks, rather than parking garage entries and blank walls; and site plans that create multiple points of pedestrian access and connection to adjacent streets and LTN routes rather than a single vehicle-dominated entry. These design characteristics are the qualities that make housing feel like part of a neighborhood rather than an object dropped into an existing context without connection, and they directly influence the attractiveness of the housing for tenants, and the community acceptance that often determines whether a project gets built at all. The phased South Bay Galleria redevelopment in Redondo Beach, discussed in Section 3.2, illustrates several of these principles in a real project.

South Bay Social District - Activated ground floor uses in proposed new housing.

Community resistance to housing development in the South Bay frequently also centers on concerns about neighborhood character, traffic, and the loss of commercial activity. Well-designed housing with appropriate density that preserves or strengthens commercial clusters, connects to the LTN, and improves the pedestrian environment can address the substantive concerns underlying that resistance rather than simply overriding them. Place-based design is a strategy for building community acceptance that makes housing delivery possible in politically challenging contexts.

For SBCCOG's sustainable housing goals, place quality and design are therefore not secondary concerns to

be addressed through design review; they are core factors in whether housing conversion achieves the transportation and sustainability outcomes that move the needle on creating better quality housing for South Bay communities.

Evidence from Developer Engagement

While developer interviews conducted with both affordable housing and market-rate housing developers mentioned that in most South Bay contexts parking is still a desirable component of housing, they also confirmed that walkability and amenity access make sites and locations more attractive for housing development, with the potential for increased rents.

Recommendations

- **Invest in neighborhood-serving businesses as a housing support strategy.** The health of commercial clusters adjacent to and within housing sites is an economic development problem that cities are better positioned to address through proactive investment rather than through development conditions. When cities invest in keeping neighborhood-serving businesses viable, they maintain the walkable destination density that supports both housing demand and the trip capture and VMT reduction goals prioritized by SBCCOG. Several existing tools at the County and city level make this actionable.

  The LA County Department of Economic Opportunity administers several programs directly relevant to South Bay commercial corridors:

  - The **RENOVATE Façade Improvement Program**, delivered through the Los Angeles County Development Authority (LACDA), provides grants and technical assistance to improve building exteriors along designated commercial corridors — the Sherman Way corridor in Reseda has seen more than $1.3 million invested in 2025 alone under this model.

  - The **Commercial Acquisition Fund**, currently in its second cycle at $2.6 million, enables qualified nonprofits to acquire commercial properties and lease them to small businesses and nonprofits at below-market rents for 55-year terms — a powerful anti-displacement tool for neighborhood-serving tenants in corridors where housing-driven land appreciation is accelerating.

  - The **Small Business Mobility Fund** provides launch grants of up to $10,000 for new brick-and-mortar retail businesses, directly supporting the kind of small-format storefront activity that makes corridors walkable.

  Cities and SBCCOG can work proactively with the Los Angeles County Department of Economic Opportunity (DEO) to direct these existing programs toward South Bay commercial corridors that are identified as high-opportunity housing zones so that commercial cluster investment and housing opportunity planning are coordinated.

  Beyond County programs, cities themselves can use Business Improvement Districts (BIDs), commercial vacancy monitoring, and economic development outreach to retain and recruit neighborhood-serving businesses in priority corridors. Torrance's Downtown BID efforts and Downtown Torrance Revitalization Plan provide a local precedent for corridor-level investment that strengthens the commercial environment alongside housing. Cities should consider establishing or expanding similar districts along the commercial/mixed-use corridors identified in this study as housing opportunity zones. SBCCOG can help member cities identify, access, and direct County, State, and federal commercial corridor investment resources, translating housing opportunities into a coordinated economic development agenda aligned with new housing.

- **Invest in walkability and the public realm to invite more housing development**. Improvements to sidewalks, street trees, lighting, crosswalks, and public gathering spaces along commercial corridors directly increase the attractiveness of adjacent sites. These investments should be prioritized along corridors identified as high-opportunity housing zones and coordinated with LTN implementation.

- **Use high-quality design to build community acceptance, not just comply with standards.** Design standards for commercial corridor housing should focus on elements that contribute to place quality over time — active ground floors, human-scaled facades, street-level transparency, pedestrian connections etc. Projects that enhance the public realm build the community track record that makes future nearby housing more politically viable.

3.5 Regulatory Certainty and Process Speed are Critical to Unlocking Redevelopment

Finding

Even in strong markets, uncertainty about project approvals, unclear development standards, and long review timelines can prevent viable projects from moving forward. Developer interviews repeatedly flagged this regulatory uncertainty as a significant barrier, not just cost but also willingness for a developer to commit to a redevelopment project. When entitlement outcomes are unpredictable, marginally feasible projects can become inviable, because the time and cost of securing approvals erodes the financial cushion that makes a project work. This is especially true for commercial infill sites that already carry complexity from existing uses, tenants, or site conditions.

Conversely, cities that provide clear, objective standards, streamlined review processes, and ministerial approval pathways can see faster project starts and stronger pipeline development. Regulatory clarity is a form of risk reduction that can make borderline projects feasible without any direct financial subsidy. In the context of RHNA compliance, sites that are zoned for residential but face high entitlement risk are less reliable pipeline contributors than sites with clear, by-right approval pathways.

Evidence from Developer Engagement

Developer interviews conducted as part of this study identified entitlement unpredictability as one of the top barriers to project initiation in the South Bay, alongside construction costs and parking requirements. Several developers noted that cities with Objective Design Standards and simple ministerial approval processes for density bonus projects were meaningfully more attractive as development locations. The additional months or years required to navigate discretionary review in cities without clear standards were cited as deal-breakers for projects on thin margins.

Some developers also noted that they were more interested in sites that had been selected and/or acquired by cities to accelerate for housing development through RFPs for housing or other partnership opportunities. They found that cities willing to take a proactive role in site assembly, early outreach, or predevelopment engagement could materially accelerate project timelines to make complex infill sites more feasible to redevelop. At the same time, developers also cited the challenges of regulatory requirements for specific infill sites such as monitoring requirements from the Department of Toxic Substances Control (DTSC) for contaminated sites which are becoming increasingly onerous for developers to satisfy.

Recommendations

- **Adopt objective design and development standards for commercial corridor housing.** Establish clear, measurable standards covering building massing, setbacks, ground-floor uses, parking, and landscaping that allow staff-level or ministerial approval rather than discretionary review. Calibrate these standards to the typologies identified in Finding 3.3 as financially feasible in each market context and revisit as market fundamentals shift.

- **Establish clear by-right pathways using available state streamlining tools.** Utilize available streamlining provisions, including AB 2011 (affordable and mixed-income housing on commercial land), SB 330 (Housing Crisis Act protections), and applicable CEQA infill exemptions, to minimize the entitlement burden for housing on previously developed commercial land. Most commercial redevelopment sites have limited environmental sensitivity and should not face the same review burden as greenfield development.

- **Adopt and publish target processing timelines for housing applications and staff accordingly.** Unpredictable timelines are themselves a feasibility risk — developers build financing, carry costs and schedule uncertainty into their underwriting, and indeterminate review timelines can tip marginal projects into infeasibility. State law already establishes mandatory minimum timelines that cities must meet, and South Bay cities should understand both their obligations and the opportunity to exceed them. For instance, the City of San Diego's "Affordable Housing Permit Now" program, established by Executive Order in 2023, assigns a dedicated Development Project Manager to each

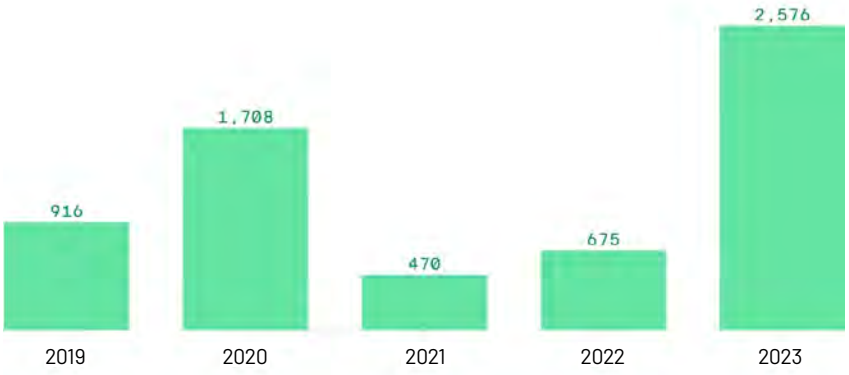
qualifying affordable housing application — a single point of contact who monitors status, coordinates across reviewing departments, and resolves conflicts before they become delays.

- **Take a more active role in site assembly and project initiation on Tier 2 sites.** On complex infill sites, particularly those with multiple tenants, fragmented ownership, or challenging conditions, cities can accelerate delivery by engaging proactively with property owners, facilitating land disposition, or partnering in predevelopment activities. Several of the study's most promising sites face ownership or tenancy conditions that could unlock private investment with engagement support from the city.

  Several mechanisms have demonstrated effectiveness in the California context. The most direct is the RFP model used by cities that control or acquire strategic commercial sites and issue formal solicitations to development teams. South Bay cities with publicly owned commercial or surface parking parcels in priority corridors can conduct an inventory of city-owned land suitable for housing, declaring eligible parcels as surplus, and issuing competitive RFPs to development teams aligned with the city's housing and sustainability goals. However, Surplus Land Act (SLA) requirements for the inclusion of set percentages of low income units on land previously owned by public entities can actually be a barrier to residential production in many markets.

  For privately owned Tier 2 sites, the more relevant model is proactive owner engagement, with city Economic Development or Planning staff reaching out directly to property owners of priority sites to understand their timeline, disposition interest, and constraints before a developer makes contact. This is standard practice in economic development contexts (cities routinely recruit businesses to commercial districts through direct outreach). The Los Angeles County Commercial Acquisition Fund (CAF), which provides capital to enable nonprofit acquisition of commercial properties and lease them at below-market rates, offers a mechanism for sites where ownership is willing to transact but conventional development economics cannot support market-rate acquisition costs. Cities can facilitate access to this program by introducing property owners to eligible nonprofit acquirers, positioning the CAF as an alternative disposition pathway rather than requiring a full market-rate sale.

  SCAG's Housing Infill on Public and Private Lands (HIPP) program, funded through its Partnership for Advancing Technology in Housing (PATH) initiative with $8 million awarded in 2023, provides direct precedent for what subregional coordination of this work looks like: the City of Los Angeles received $2.9 million for a program specifically focused on scaling up housing development on city-owned land, while other SCAG jurisdictions received funds for corridor-wide infill housing initiatives. SBCCOG should explore whether a similar coordinated application, positioning the South Bay's underutilized commercial corridor inventory as a subregional housing opportunity pipeline, could unlock PATH, REAP, or similar competitive funding for predevelopment and site facilitation work across multiple member cities simultaneously, reducing per-city costs and demonstrating the subregional coordination value that SBCCOG is uniquely positioned to provide.



Permits issued for income-restricted units in San Diego

Increase in permits issued for affordable units in San Diego in 2023, after adoption of the Affordable Housing Now permit program.
Source: https://www.axios.com/local/san-diego/2024/05/08/affordable-housing-construction-development-boom-future-drop-off

3.6 Affordable Housing Requires Land Strategies, Subsidy, and Public-Private Partnerships

Finding

Market-rate development alone will not produce significant levels of affordable housing on commercial sites. While higher-value markets may support some income-restricted units within market-rate projects, particularly where State density bonuses provide meaningful additional yield, most affordable housing production will require subsidies through land and financing partnerships to close feasibility gaps. This is especially true for housing affordable to lower-income households at or below 60% Area Median Income (AMI), where the gap between achievable rents and development costs is too large to be bridged by market mechanisms.

This finding clarifies that affordable housing and market-rate housing require different development strategies, different site selection criteria, and different public tools. Cities that conflate the two risk both underfunding affordable housing production and over-counting affordable potential from market-rate sites in their Housing Elements.

Examples from Pro Forma Studies

Pro forma analysis confirmed that Residual Land Values (RLV) — even in the study's strongest South Bay areas — are insufficient to support deep below-market rents at without subsidy. Kosmont's summary of the initial results noted that capacity to support significant ratios of income-restricted units continues to be limited without the use of external funding sources. The Gable House Apartments at 22501 Hawthorne Blvd, one of the South Bay's strongest market-rate projects, includes just 17 affordable units out of 218, fulfilling the minimum inclusionary requirement but illustrating the ceiling on what the market can deliver on its own. Senior housing was a partial exception, consistently outperforming market-rate multifamily apartments at similar densities due to favorable financing and lower parking needs.

Affordable Housing Tools and Opportunities

- **Measure A and the South Bay Regional Housing Trust.** Los Angeles County voters approved Measure A in November 2024, a half-cent sales tax generating over $1 billion annually for homelessness services and affordable housing. SBCCOG is explicitly identified as an eligible jurisdiction in the LACAHSA expenditure framework, meaning South Bay cities have a direct pathway to Measure A funds for affordable housing production. The newly formed (April 2026) South Bay Regional Housing Trust gives the subregion a dedicated vehicle to pool, attract, and deploy these and other funds.

- **West Carson Villas as a proof of concept.** PATH Ventures' recently opened West Carson Villas — 111 units of affordable housing near the Torrance / unincorporated LA County border — was made possible by a $20 million award from the California Department of Housing and Community Development (HCD) Multifamily Housing Program (MHP), layered with Low Income Housing Tax Credit (LIHTC) financing and other sources. This project demonstrates both the model (public subsidy + mission-driven developer + publicly supported site) and the specific funding stacks that are available for the South Bay context.

- **Carson's inclusionary in-lieu fee program.** Carson has an existing inclusionary housing and in-lieu fee program that allows developers to pay fees instead of building affordable units on-site, with those funds used for affordable housing production elsewhere in the city. Cities that do not yet have such programs should consider adopting them, as in-lieu fees can provide a consistent local funding stream that can be leveraged against state and federal sources. However if in-lieu fees are not priced in consideration of fluctuating market capacity, they can also serve as a barrier to residential production.

- **Distinguish affordable and market-rate sites in Housing Element planning.** When identifying RHNA opportunity sites, clearly separate sites where market-rate development is realistic from sites where affordable housing will require public intervention. Over-counting affordable potential from market-rate sites risks non-compliance at

lower income levels — particularly for very low- and extremely low-income categories.

- **Support and recruit mission-driven affordable developers to the South Bay.** Affordable housing development requires specialized expertise in tax credit finance, regulatory compliance, and community engagement. Cities and SBCCOG should actively support Community Development Corporations (CDC) and nonprofit developers operating in the subregion — through predevelopment support, site introductions, and entitlement processes tailored to nonprofit timelines and funding cycles. West Carson Villas demonstrates that this model can work in the South Bay context.

West Carson Villas 100% affordable housing project, Torrance, CA. Completed 2024.

The Cordary Avenue Affordable Housing project is a planned 100% affordable and supportive housing project in Hawthorne that recently received a $6 million loan from the South Bay Regional Housing Trust.

Appendix

4 Sites Inventory Tool Methodology

4.1 Sites Inventory Tool Objective

- Identify underutilized commercial sites across SBCCOG member cities that hold strong potential for infill housing development, in alignment with local zoning and market feasibility.
- Prioritize sites that advance SBCCOG's sustainability goals, including sustainable mobility, neighborhood vitality around key destinations, and equitable development outcomes for the South Bay region.
- Develop ***a user-friendly, GIS-based site inventory*** as a resource for South Bay cities, to support local planning, housing element updates, and proactive housing production strategies.

4.2 Methodology

The identification of sites follows a multi-step process where each commercially zoned site has a variety of attributes that are assigned a specific score. These attributes are then grouped into composite scores and weighted according to their significance. By aggregating these weighted composite scores, we establish an overall ranking for development potential. As a final measure, sites with high overall scores undergo ground-truthing to verify current conditions, with a focus on ensuring representation across all SBCCOG partner cities.

Note -
The Sites Inventory Tool was created through a GIS analysis implemented as a parcel-based screening and scoring process that combines assessor data, parcel geometry, business-location patterns, regional planning overlays, infrastructure and access overlays, environmental and equity overlays, and redevelopment indicators.

Step 1: Identify Underutilized Commercial Sites

The first step focuses on identifying properties designated for commercial use that are currently developed at densities or intensities below their potential, or that present redevelopment opportunities due to economic or physical conditions.

For this study, "underutilized commercial properties" are defined as parcels that:

- Are designated for commercial use, using SCAG's land use categories and/or the LA County Assessor's classifications; and
- Are designated for industrial use (Ex: Warehouses), using SCAG's land use categories and/or the LA County Assessor's classifications; and
- Exhibit one or more characteristics of underutilization based on physical development potential or economic viability indicators.

A. Physical Underutilization
These are properties where the current physical buildout is significantly below what is allowed by zoning or what is feasible for urbanized settings.

B. Economic Underutilization
These are properties where market signals indicate weak economic performance relative to land value, suggesting potential for more productive use.

Notes from REAP 1.0 Housing Roadmap

1. No minimum site size filter will be applied, in order to capture a range of infill opportunities including small-lot and missing middle housing typologies and for-sale opportunities that may be more market feasible.
2. Prioritization criteria could further emphasize aspects like sites with large vacant areas or surface parking that may be easier to infill based on results from previous studies.

Table 1A - Physical Underutilization

Attribute	Filter Criteria	Scoring
Low Development Intensity	Low Floor Area Ratio (FAR at or below 0.25 and 0.5). Includes vacant or minimally developed parcels, surface parking dominant sites, and single-story buildings on large sites	<0.5 = 1 >0.5 = 0
Aging Structures	Building Age, especially buildings 60 years or older that may need significant upgrades	>60 = 1 >30 & <60 = .5 <30 = 0

Table 1B - Economic Underutilization

Attribute	Filter Criteria	Scoring
Improvement to Land Value Ratio (IM)	At the date of record after 2010, low value of improvements relative to value of land (0.35 will be used as the cut off)	Year >= 2010 & IM < 0.35 = 1 Year < 2010 & IM <0.35 = 0.5 Year >= 2010 & IM >0.35 = 0 Year < 2010 & IM >0.35 = 0
Commercial Vacancy	Presence of high-level commercial vacancy indicators (Businesses closing data, volume of sales data etc.), used primarily as a prioritization metric rather than a pass/fail	Note: Dataset does not place businesses within properties and is not recommended for use. Vacancy verified through groundtruthing of shortlisted sites.

Step 2: Identify Sites Most Suitable for Housing

The second step refines the list of underutilized sites by applying suitability filters based on sustainable housing potential, neighborhood vitality, and equity outcomes.

A. Sustainable Housing Potential

Focus on sites aligned with broader sustainable development patterns, smart growth strategies, and supportive mobility infrastructure.

B. Complete Neighborhood/ Corridor Revitalization Potential

Focus on proximity to thriving mixed-use environments, strong commercial ecosystems, and digital connectivity.

C. Equitable Housing

This layer ensures housing production supports equity and inclusivity goals for disadvantaged communities.

Note -

The GIS Implementation Methodology involved 5 key stages -

1. Build a parcel-level assessor geodatabase.
2. Commercial Parcel Selection: Clip and classify parcels for the SBCCOG study area, then isolate commercial parcels.
3. SBCCOG Business Mix: Use DataAxle business points to identify land-use mix centers at quarter-mile and half-mile scales.
4. Analysis: Merge adjacent commercial parcels, calculate redevelopment indicators, apply spatial overlays, and produce final scores.
5. Inventory Site Selection: Qualitative evaluation of sites to create the site inventory.

Table 2A - Sustainable Housing Potential

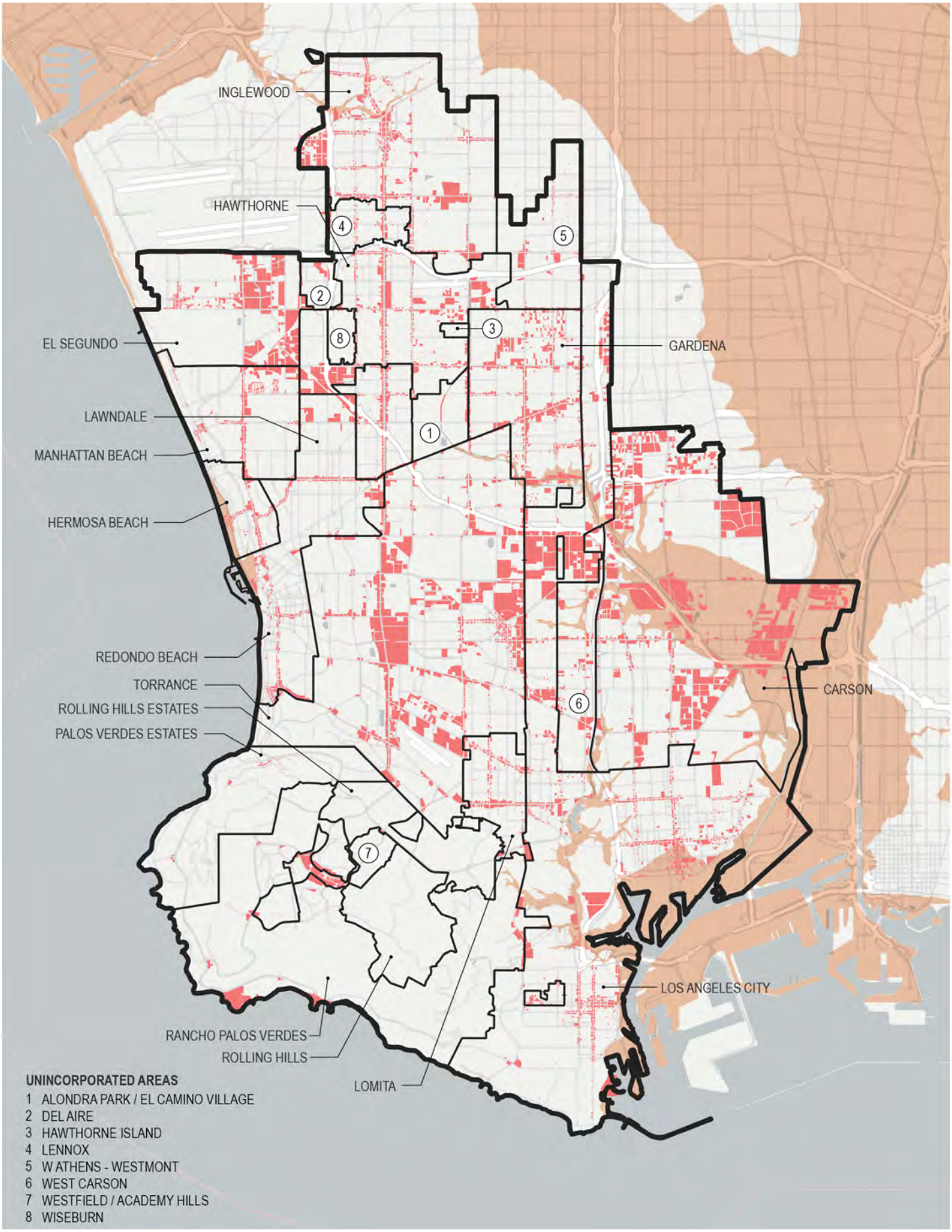
Criteria	Data Source / Filter	Scoring
SCAG Priority Growth Areas	Parcels within or adjacent to High Quality Transit Areas (HQTAs), Transit Priority Areas (TPAs), or Neighborhood Mobility Areas (NMAs) as designated by SCAG	Within = 1 Outside = 0
Neighborhood Mobility Areas (walkability)	Parcels located within high street intersection density zones indicating walkable, connected networks (SCAG Helpr Tool).	Within = 1 Outside = 0
SBCCOG Local Travel Network (LTN)	Parcels within 0.25 miles of LTN corridors supporting zero-emission, local mobility options.	Within = 1 Outside = 0
Outside Hazard Areas	Exclusion or deprioritization of parcels within fire severity zones, liquefaction areas, or landslide- prone zones (SCAG Helpr Tool, CalFire datasets).	Within = 0 Outside = 1

Table 2B - Complete Neighborhood Potential

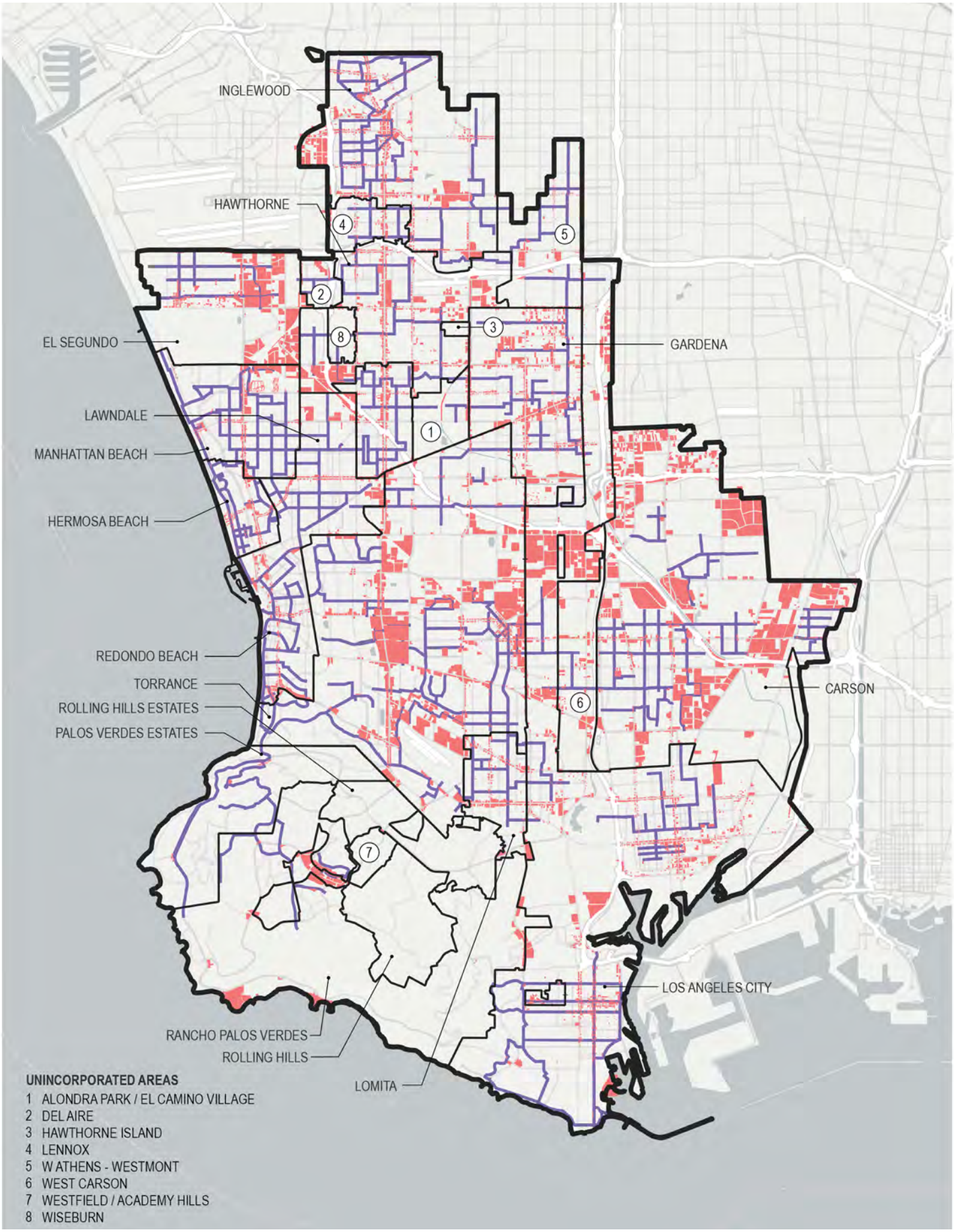
Criteria	Data Source / Filter	Scoring
Land Use Mix	Identification of diverse land use clusters, through analysis of NAICS codes and parcel land use within 0.25–0.5 miles.	Within = 1 Outside = 0
Proximity to Major Employment Nodes or Destinations	Parcels within 0.5 miles of key employment nodes or regional commercial hubs, as well as community amenities such as: parks, schools, grocery stores, recreation, (from SBCCOG LTN or SCAG datasets).	Within = 1 Outside = 0
Broadband Network Access	Parcels adjacent to or intersecting with SBCCOG Broadband Network corridors, ensuring digital infrastructure readiness.	Within = 1 Outside = 0

Table 2C - Equitable Housing

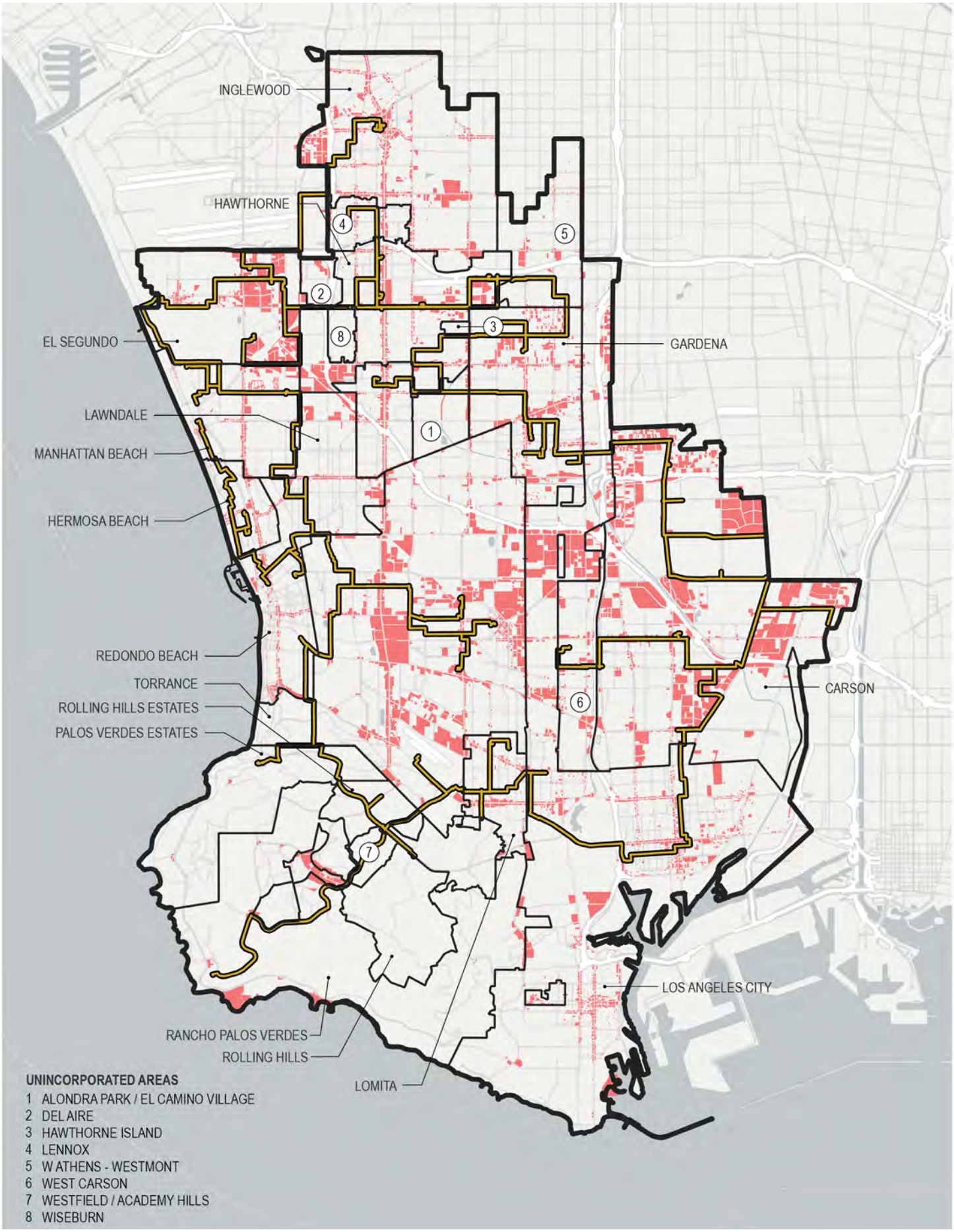
Criteria	Data Source / Filter	Scoring
SCAG Priority Growth Areas	Parcels within or adjacent to High Quality Transit Areas (HQTAs), Transit Priority Areas (TPAs), or Neighborhood Mobility Areas (NMAs) as designated by SCAG	Within = 1 Outside = 0
Neighborhood Mobility Areas (walkability)	Parcels located within high street intersection density zones indicating walkable, connected networks (SCAG Helpr Tool).	Within = 1 Outside = 0
SBCCOG Local Travel Network (LTN)	Parcels within 0.25 miles of LTN corridors supporting zero-emission, local mobility options.	Within = 1 Outside = 0
Outside Hazard Areas	Exclusion or deprioritization of parcels within fire severity zones, liquefaction areas, or landslide- prone zones (SCAG Helpr Tool, CalFire datasets).	Within = 0 Outside = 1



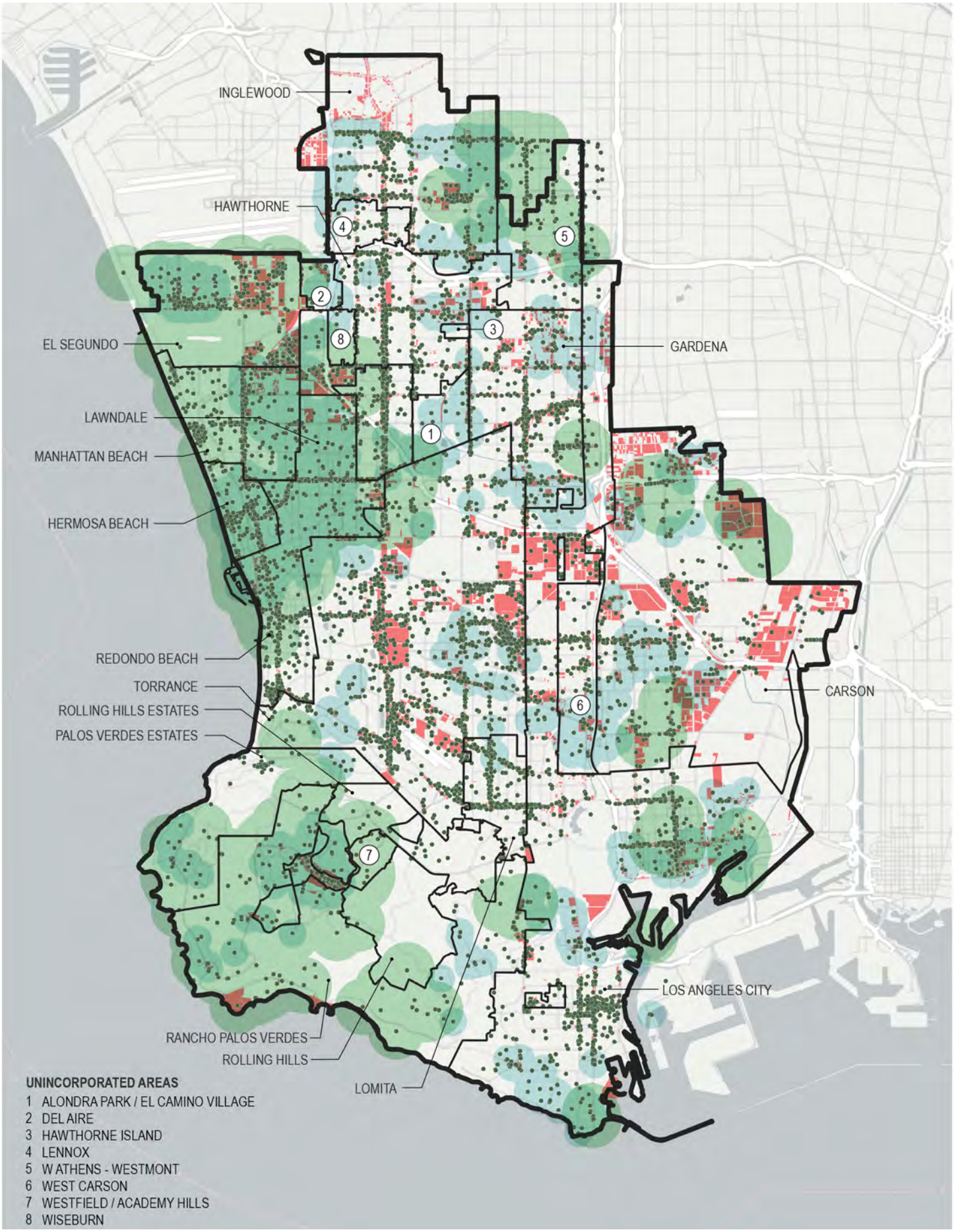
Overlay Analysis Map: *2A - Liquefaction Zones*



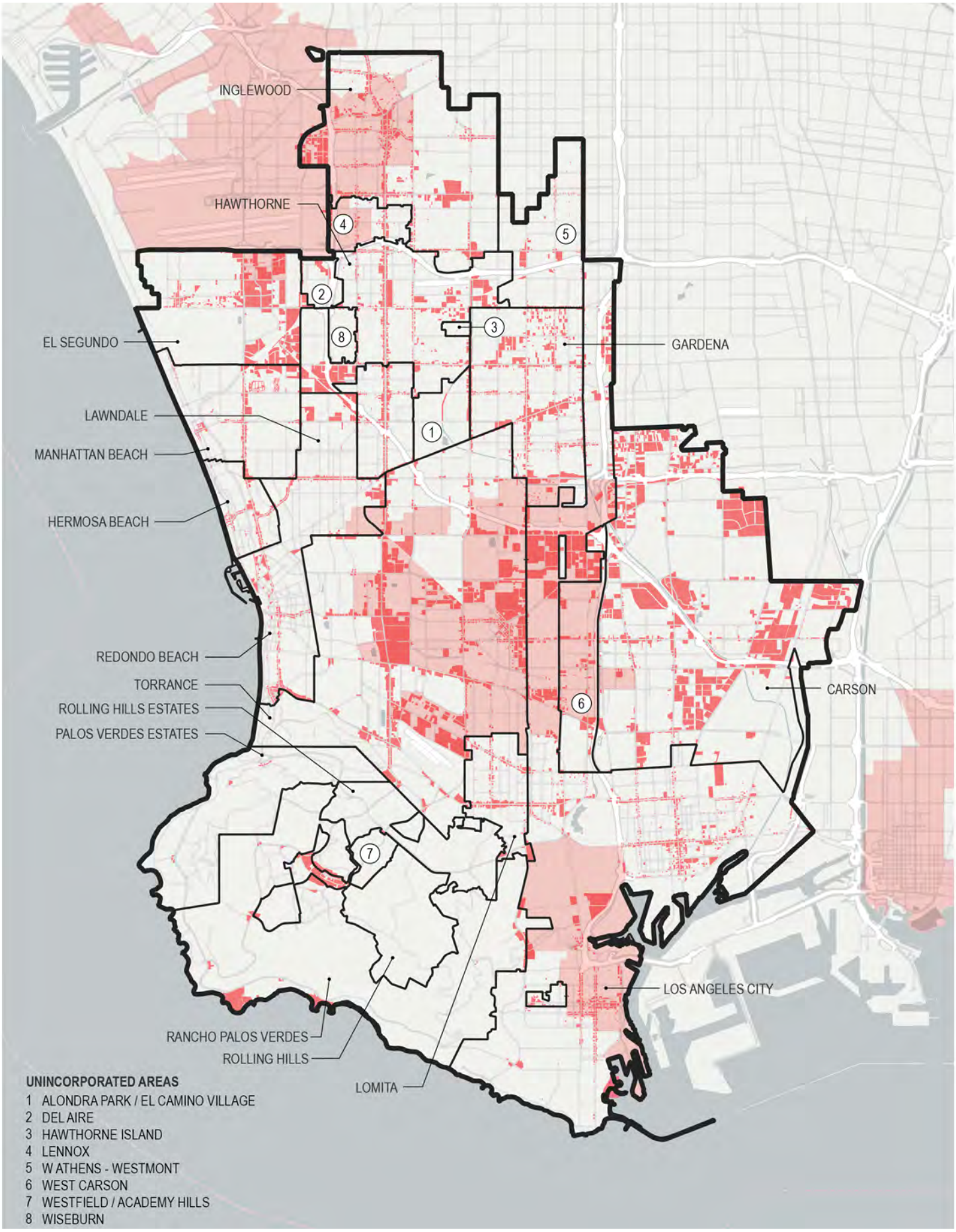
Overlay Analysis Map: *2A - SBCCOG Local Travel Network (LTN)*



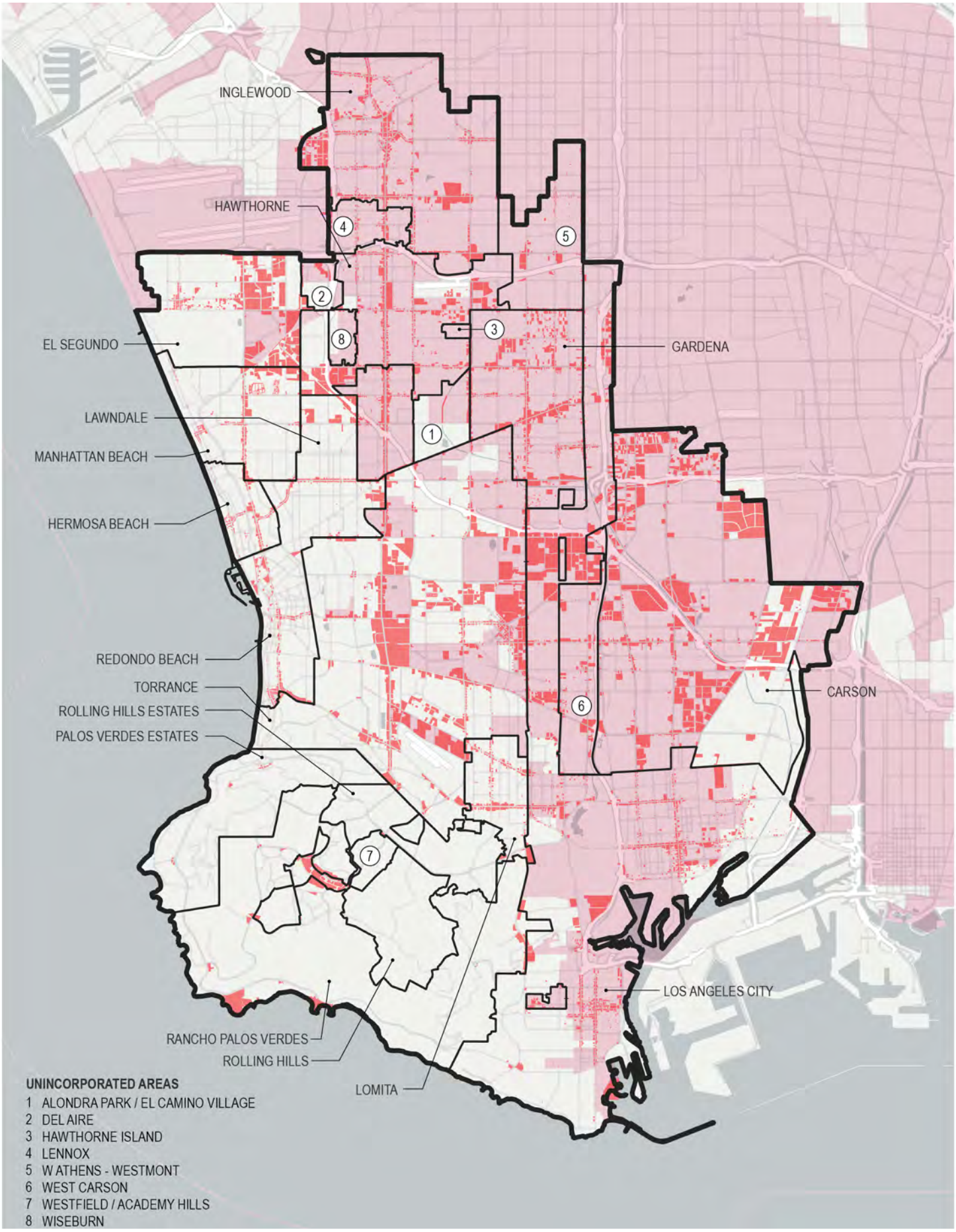
Overlay Analysis Map: *2B - South Bay Broadband Network*



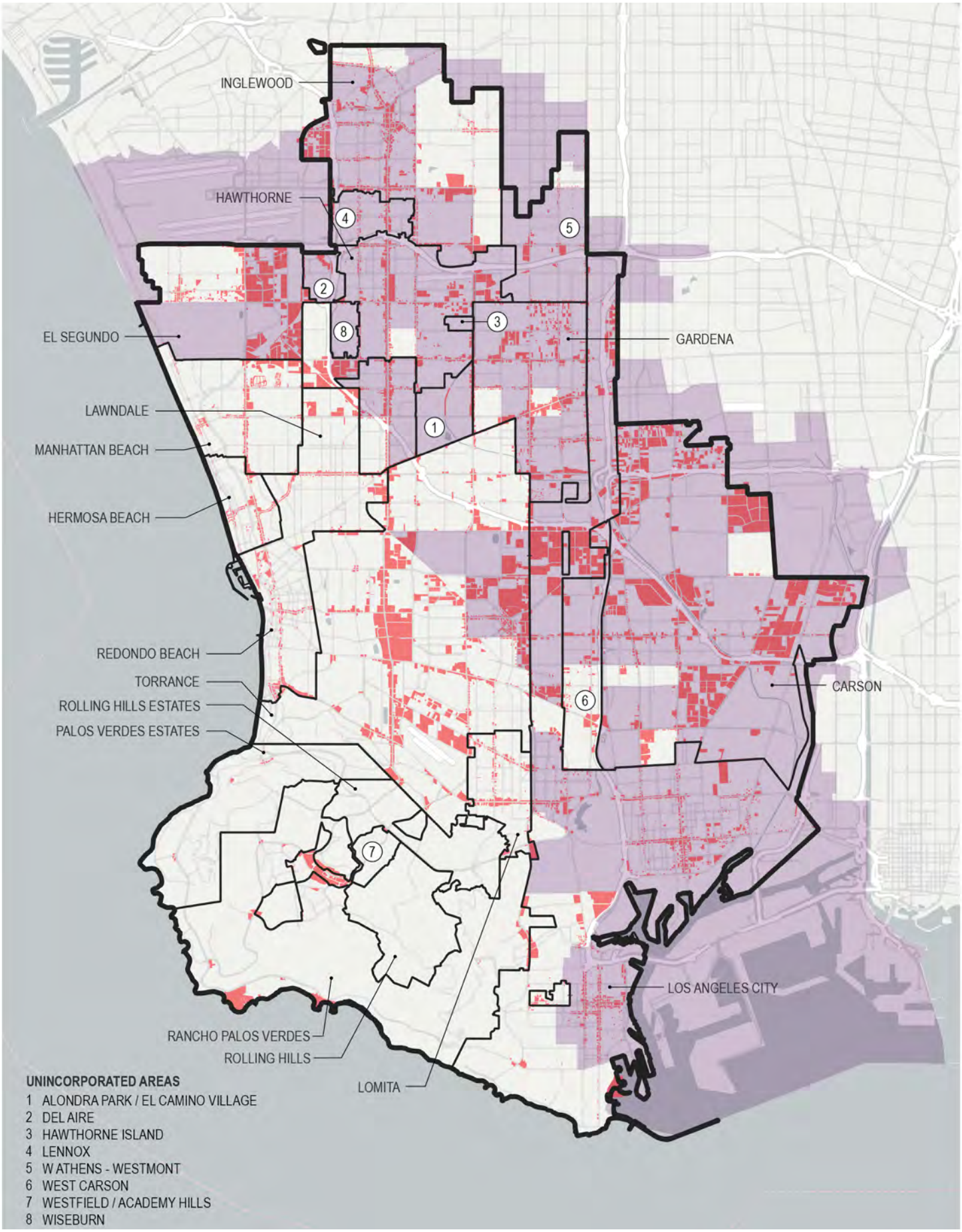
Overlay Analysis Map: *2B - Land Use Mix*



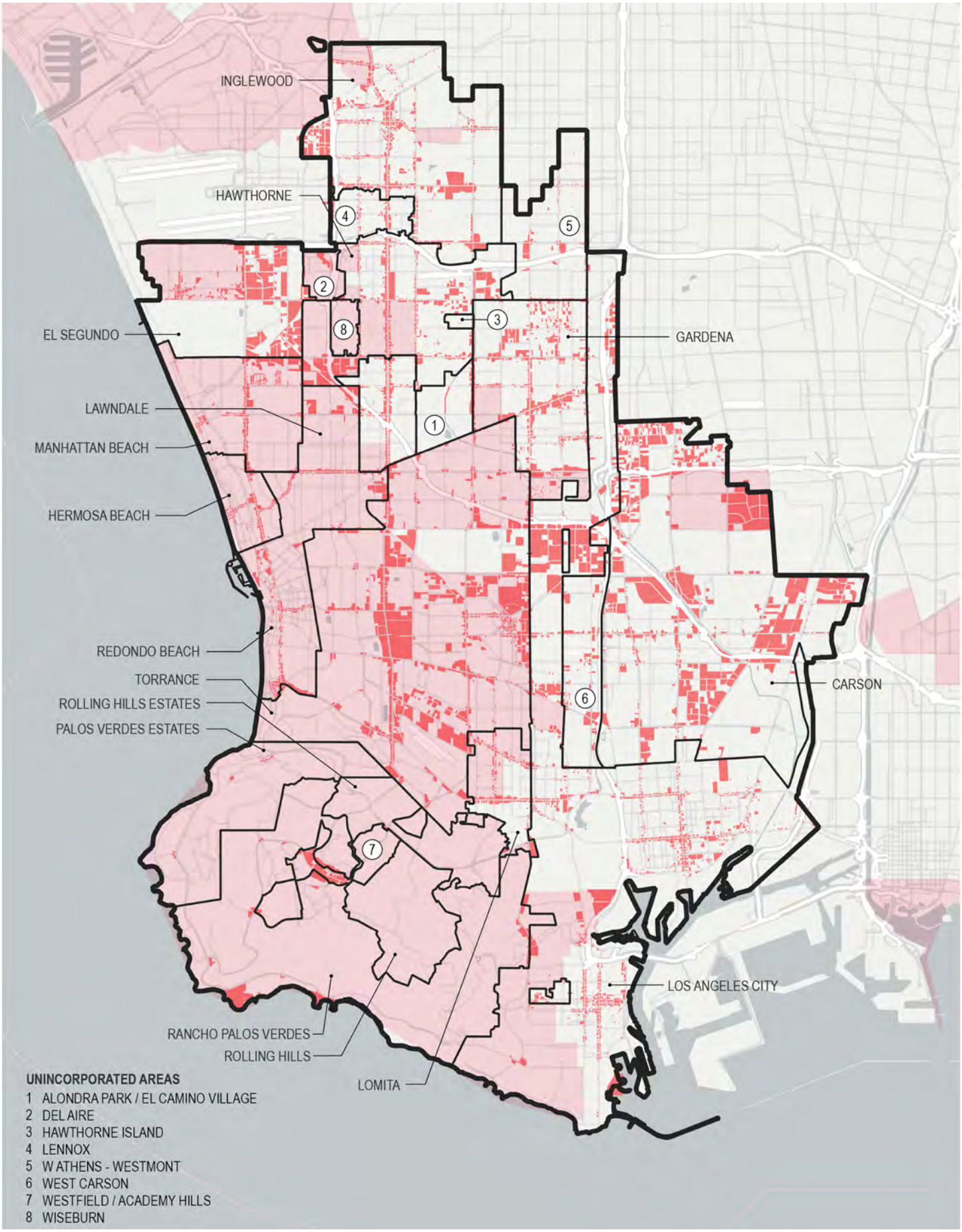
Overlay Analysis Map: *2B - Major Employment Nodes*



Overlay Analysis Map: *2C - Environmental Justice Areas*



Overlay Analysis Map: *2C - SB 535 Areas*



Overlay Analysis Map: *2C - TCAC High Resource Areas*

Step 3: Composite and Overall Scores

The attributes in the previous steps are weighted and added to a series of composite scores and an overall score.

Primary Attribute Composite Score	Scoring Weight
Low development intensity	3
Aging Structures	3
Improvement-to-land value ratio	3

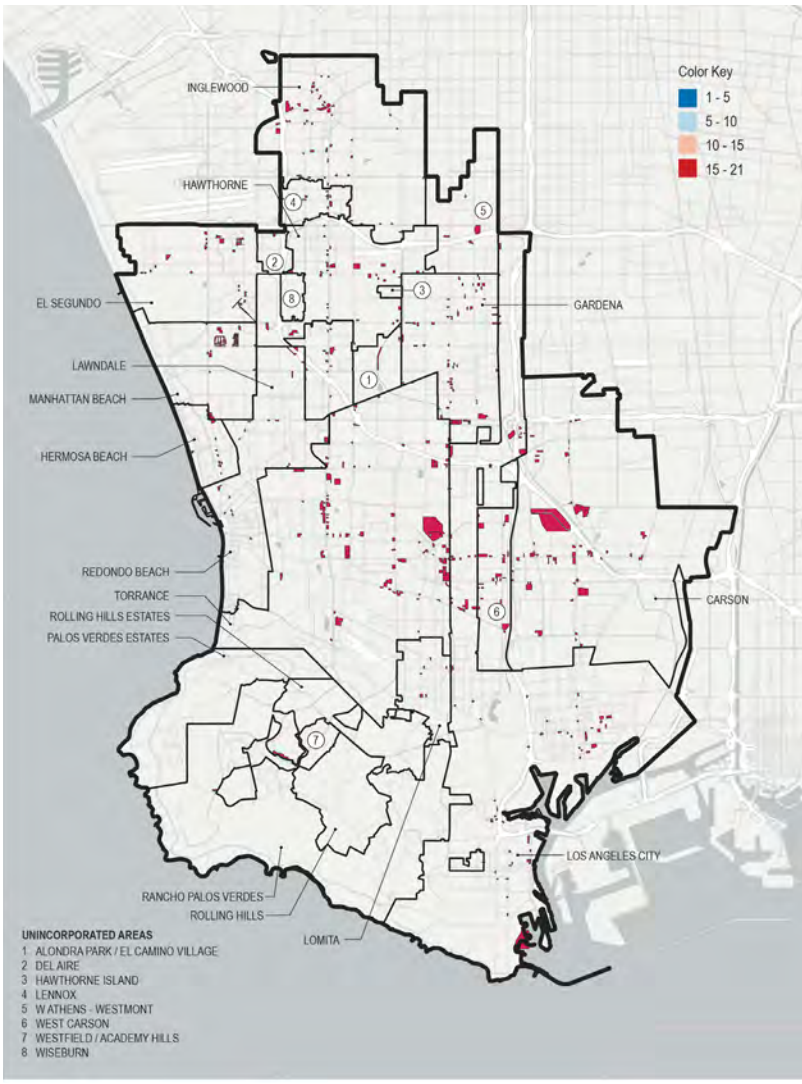
Priority Attributes Score	Scoring Weight
SCAG Priority Growth Areas	1
Neighborhood Mobility Areas (walkability)	1
Outside Hazard Areas	1.5
Land Use Mix	2
Proximity to Major Employment Nodes or Destinations	2

Other Attributes Score	Scoring Weight
Environmental Justice Areas	1
SB 535 Disadvantaged Communities	1
TCAC/HCD High Resource Areas	1
SBCCOG Local Travel Network (LTN)	1
Broadband Network Access	1.5

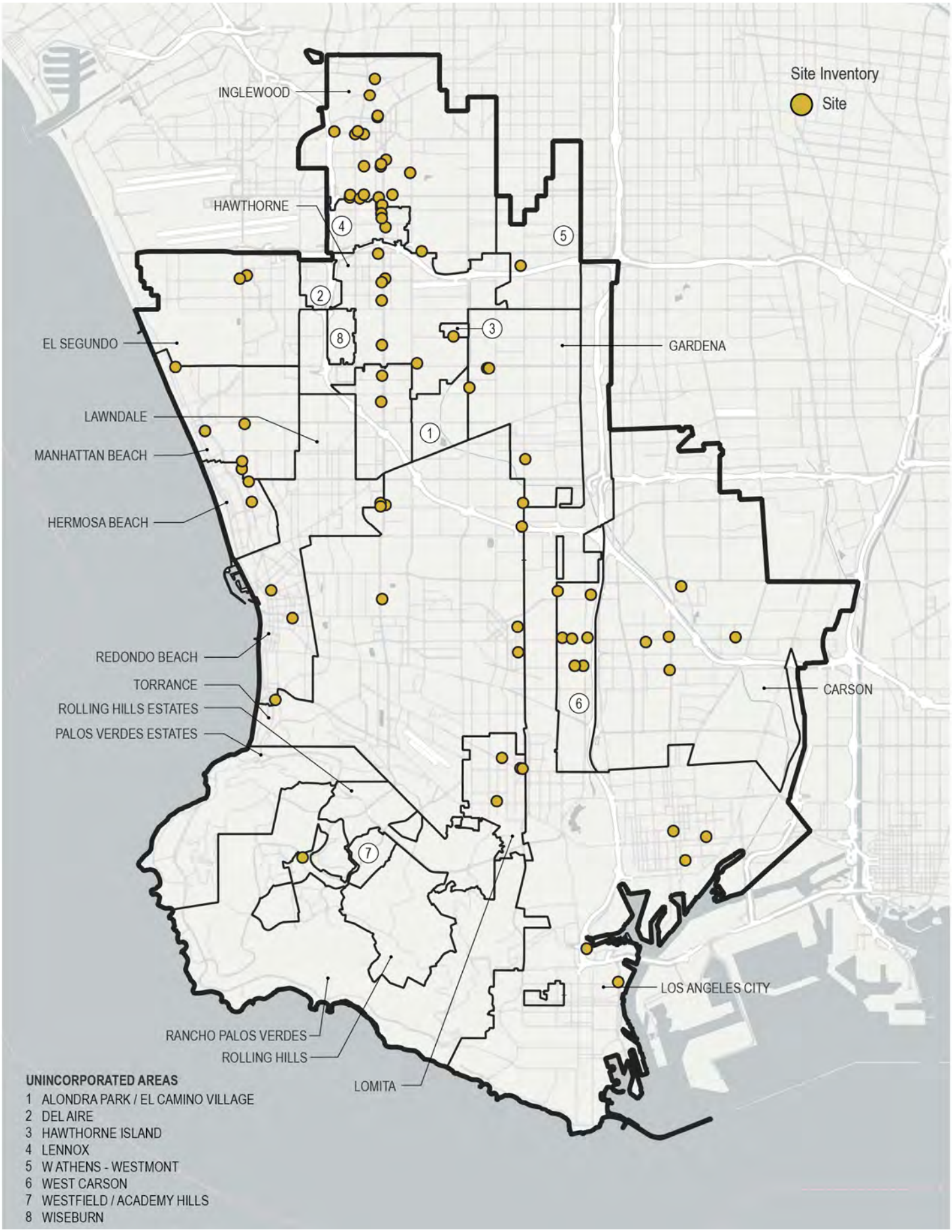
Overall Score	Scoring Weight
Primary Attribute Composite Score	1
Priority Attribute Score	1
Other Attribute Score	1

Step 4: Selecting Sites for the Inventory

The final step refines the sites from the spatial analysis by highlighting those within the higher range of the overall development potential score. This selection process involves a qualitative evaluation of the scores through satellite and street view imagery to ground-truth current conditions. 80 candidate sites distributed across all SBCCOG partner cities are included in the final inventory.



Filtering Map: *Groundtruthing of selected sites from analysis*



Inventory Map: *Final 80 sites inventory*

4.3 Data Sources and Literature References

Data Sources

- SCAG Land Use Classification
- SCAG Annual Land Use Data Dictionary
- SCAG 2020 Annual Land Use Dataset (updated April 2024)
- LACOUNTY Land Use Classification (Includes classification on number of stories)
- LACOUNTY GIS Countywide Building Outlines (2020)
- Improvement and Land Value Ratios: LA County Assessor Valuation Data
- Building Age: LA County Assessor Property Records
- Commercial Vacancy: Yelp, CoStar
- SBCCOG Local Travel Network: SBCCOG Dataset
- Walkability / Street Network Density: SCAG Helpr Tool
- Destinations (Parks, Schools, Employment): SBCCOG LTN
- SCAG Priority Growth Areas (HQTAs, NMAs, TPAs)
- Business Activity & Employment Nodes: Business license data, NAICS codes
- Broadband Network: SBCCOG Broadband Dataset
- Environmental Justice / Disadvantaged Areas: SCAG Helpr Tool (EJ/ DAC)
- High Resource / Opportunity Areas: TCAC/HCD Opportunity Area Mapping
- Hazard Zones (Fire, Liquefaction, Landslide): SCAG Helpr Tool, CalFire datasets

Literature References

- Repurposing Commercial Real Estate to Support Housing, https://file.lacounty.gov/SDSInter/bos/supdocs/154071.pdf
- https://ternercenter.berkeley.edu/wp-content/uploads/2020/12/Residential- Redevelopment-of-Commercially-Zoned-Land-in-California-December-2020.pdf
- https://lusk.usc.edu/news/costar-apartments-store-developers-eye-underutilized-retail- centers-multifamily-conversions
- https://www.rand.org/pubs/research_reports/RRA1333-1.html
- REAP 2.0 Infill Guidance and Definition
- ICSC Shopping Center Classification

5

Development Test Fits & Pro Forma Analysis

Partner City Sites

Site 1 & 2 CITY OF CARSON

Site 3 & 4 CITY OF HAWTHORNE

Site 5 & 6 CITY OF TORRANCE

Sites Inventory

Site 7 CITY OF EL SEGUNDO

Site 8 CITY OF GARDENA

Site 9 CITY OF INGLEWOOD

Site 10 LA COUNTY

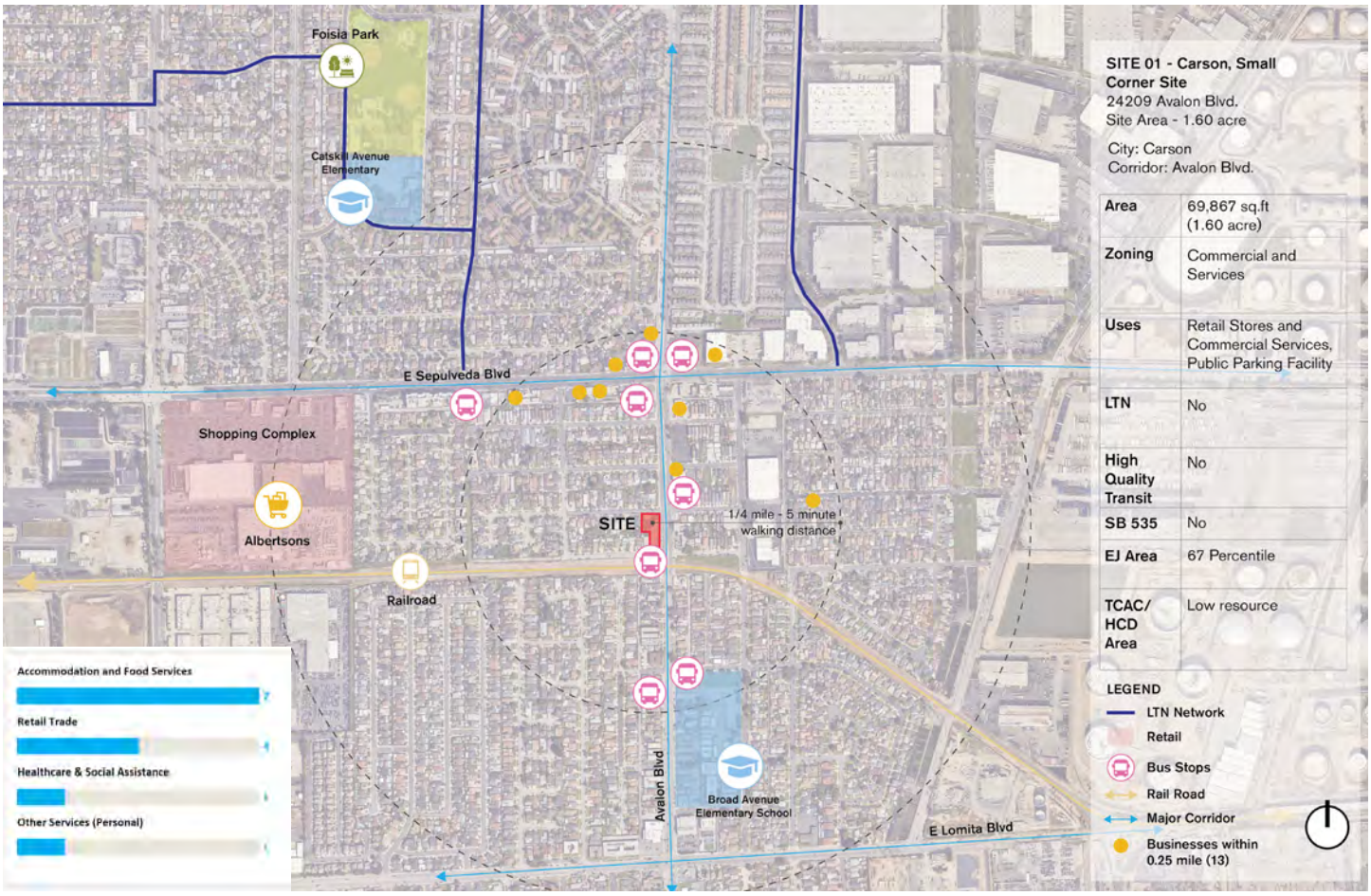
Site 11 CITY OF LAWNDALE

Site 12 CITY OF LOMITA

Site 13 WILMINGTON, CITY OF LA

City of Carson

Site #1: 24209 Avalon Blvd.



Site #1 (Carson- 24209 Avalon Boulevard) is a 1.60 acre lot located along Avalon Boulevard and surrounded by single-family neighborhoods to the north and west, with a railway corridor to the south.

The site presents an opportunity to introduce a new housing at a scale that is compatible with the surrounding neighborhood. The development approach explores multiple design concepts, including for-sale town homes and five-story apartment options that use building scale and site design to create a smooth transition to nearby homes and provide outdoor spaces for residents.

Hypothetical Redevelopment Scenario

- Infill project on commercial corridor
- Appropriate neighborhood scale
- Backyard open space for residents

KEY

1. 15 2/3-Story Townhome Units with Ground Level Parking
2. Community Backyard

Program

Site Acres	0.6
Net Commercial SF	-
Net Residential SF	20,250
Gross Parking / Bedroom	0.6
Total Bedrooms	50
Dwelling Units	15
DU / Acre	26

Costs & Revenue

Land Cost / Net SF	$ 120
Parking Cost / Net SF	-
Development Cost / Net SF	276
Soft Cost / Net SF	75
Total Cost / Net SF	$ 471
Gross Rev / Net SF - Lease	$ 414
Gross Rev / Net SF - Sale	526
Return on Cost - Lease	-12.0%
Return on Cost - Sale	11.8%

Lease - Not Considered Viable
Sale - Likely Viable

Affordable Housing

Potential Capacity - Lease Equivalent Low Units	0
Potential Capacity - Sale Equivalent Low Units	0

Other Hypothetical Redevelopment Scenarios

Flats 3-5 Stories (35 units, 60 du/ac)

The five-story apartment concept transitions to a three-story scale adjacent to single-family homes. In this option, the average unit size is reduced to 730 SF (from 850 SF in other scenarios), increasing unit yield and improving land efficiency. The scenario was determined to be likely viable, generating sufficient residual land value (RLV).

1. 35 Residential Flats
2. 12 Surface Parking Stalls
3. 22 Parking Stalls Retained

Flats 5 Stories (38 units, 65 du/ac)

The five-story apartment concept concentrates development along Avalon Blvd. while using surface parking along the site edge to create separation from adjacent residential uses. By retaining existing surface parking, the scenario avoids the added cost burden of structured parking and improves overall feasibility. The scenario was determined to be likely viable, generating sufficient residual land value (RLV).

1. 38 Residential Flats
2. 12 Surface Parking Stalls
3. 22 Parking Stalls Retained

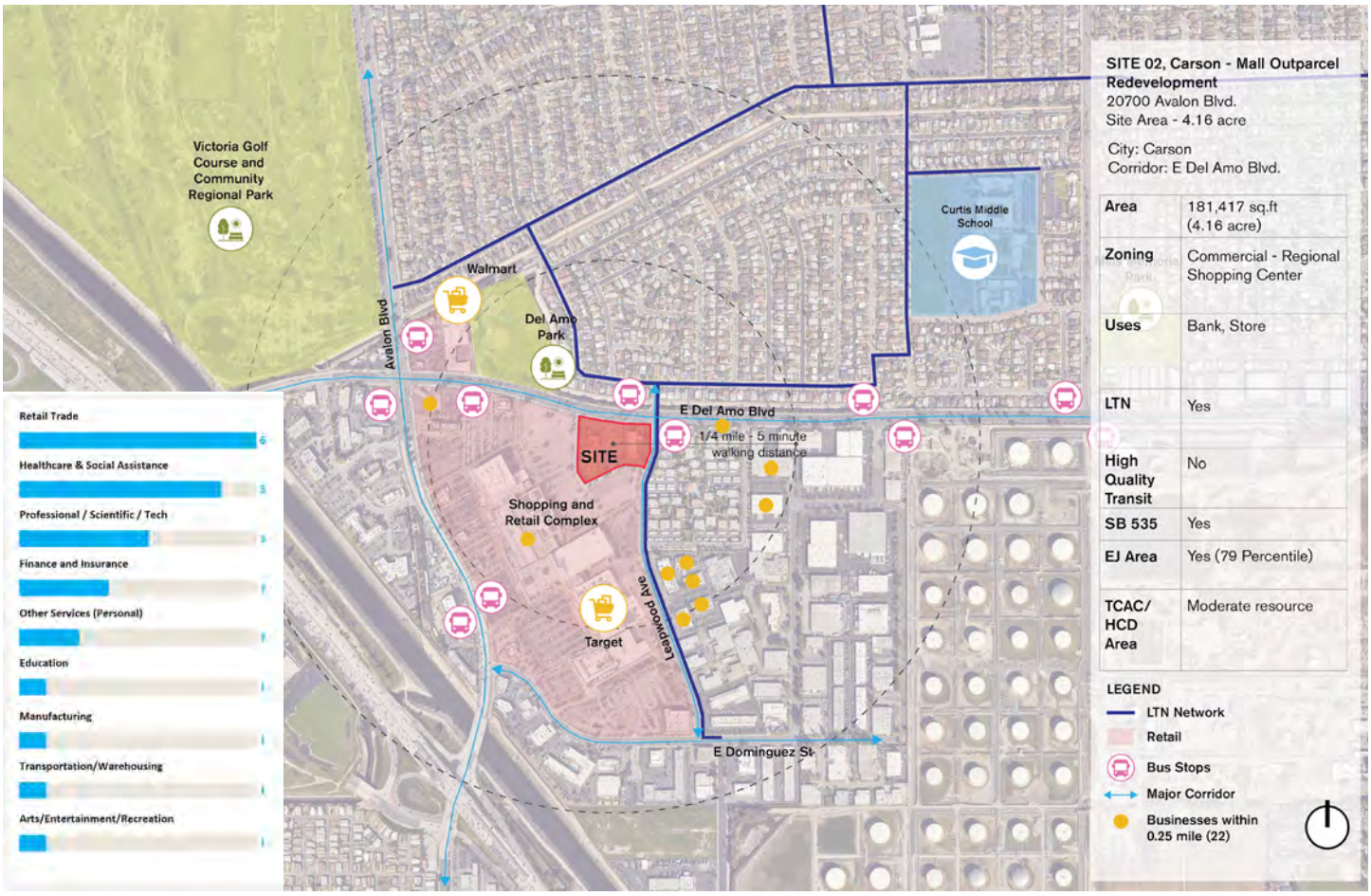
Senior Housing (57 units, 97 du/ac)

The five-story senior housing concept concentrates development along Avalon Blvd. It applies a reduced parking ratio of 0.25 spaces/unit through surface parking. The lower parking demand associated with senior housing increases land efficiency and avoids the additional cost burden of structured parking. The scenario was determined to be likely viable, generating sufficient residual land value (RLV).

1. 57 Senior Units
2. 22 Surface Parking Stalls
3. Open Space

City of Carson

Site #2: 20700 Avalon Blvd



Site #2 (Carson- 20700 Avalon Boulevard) is a 4.16-acre site located along Del Amo Blvd, near Carson Mall. The site benefits from proximity to a major retail destination, as well as existing on-site commercial uses.

The development scenarios leverage these adjacencies to explore high-density housing strategies. One option considers retaining the existing Bank of America building. Another tests a more village-like housing configuration supported by reduced or eliminated parking, enabled by the site's walkable access to Carson Mall. Additional typologies, including micro-units, are also evaluated to increase unit yield and diversify the housing mix.

All scenarios are designed to remain adaptable to the potential future redevelopment of surrounding surface parking areas.

Hypothetical Redevelopment Scenario

- Walking distance from large scale retail destination
- Adaptive retail reuse of existing bank building
- Density and site layout considering future redevelopment of adjacent parking lots

KEY

1. 262 Residential Flats
2. 262 Structured Garage Spaces
3. Existing Bank of America Retained
4. Open Space
5. 35 Parking Spaces Retained

Lease - Likely Viable
Sale - Not Considered Viable

Program	
Site Acres	4.2
Net Commercial SF	13,500
Net Residential SF	222,900
Gross Parking / Bedroom	0.9
Total Bedrooms	328
Dwelling Units	262
DU / Acre	63

Costs & Revenue	
Land Cost / Net SF	$ 81
Parking Cost / Net SF	52
Development Cost / Net SF	371
Soft Cost / Net SF	116
Total Cost / Net SF	$ 619
Gross Rev / Net SF - Lease	$ 660
Gross Rev / Net SF - Sale	604
Return on Cost - Lease	6.6%
Return on Cost - Sale	-2.4%

Lease - Likely Viable
Sale - Not Considered Viable

Affordable Housing	
Potential Capacity - Lease Equivalent Low Units	0
Potential Capacity - Sale Equivalent Low Units	0

Other Hypothetical Redevelopment Scenarios

Wrap and Micro Units (380 units, 91 du/ac)

The wrap-style apartment concept with micro-units increases unit yield and improves land efficiency through smaller unit sizes. The scenario was determined to be likely viable, generating sufficient residual land value (RLV).

1. 262 Residential Flats
2. 262 Structured Garage Spaces
3. Open Space
4. 118 Residential Micro Units
5. 120 Parking Spaces (Stacked)

Village Scale Apartments (182 units, 44 du/ac)

The village-like apartment concept organizes development around a pedestrian-oriented layout with no on-site parking. The scenario relies on proximity to surrounding retail destinations and a reduced parking approach to maximize site capacity and increase unit yield. The scenario was determined to be potentially viable.

1. 182 Residential Flats
2. Open Space
3. 48 Surface Parking Stalls

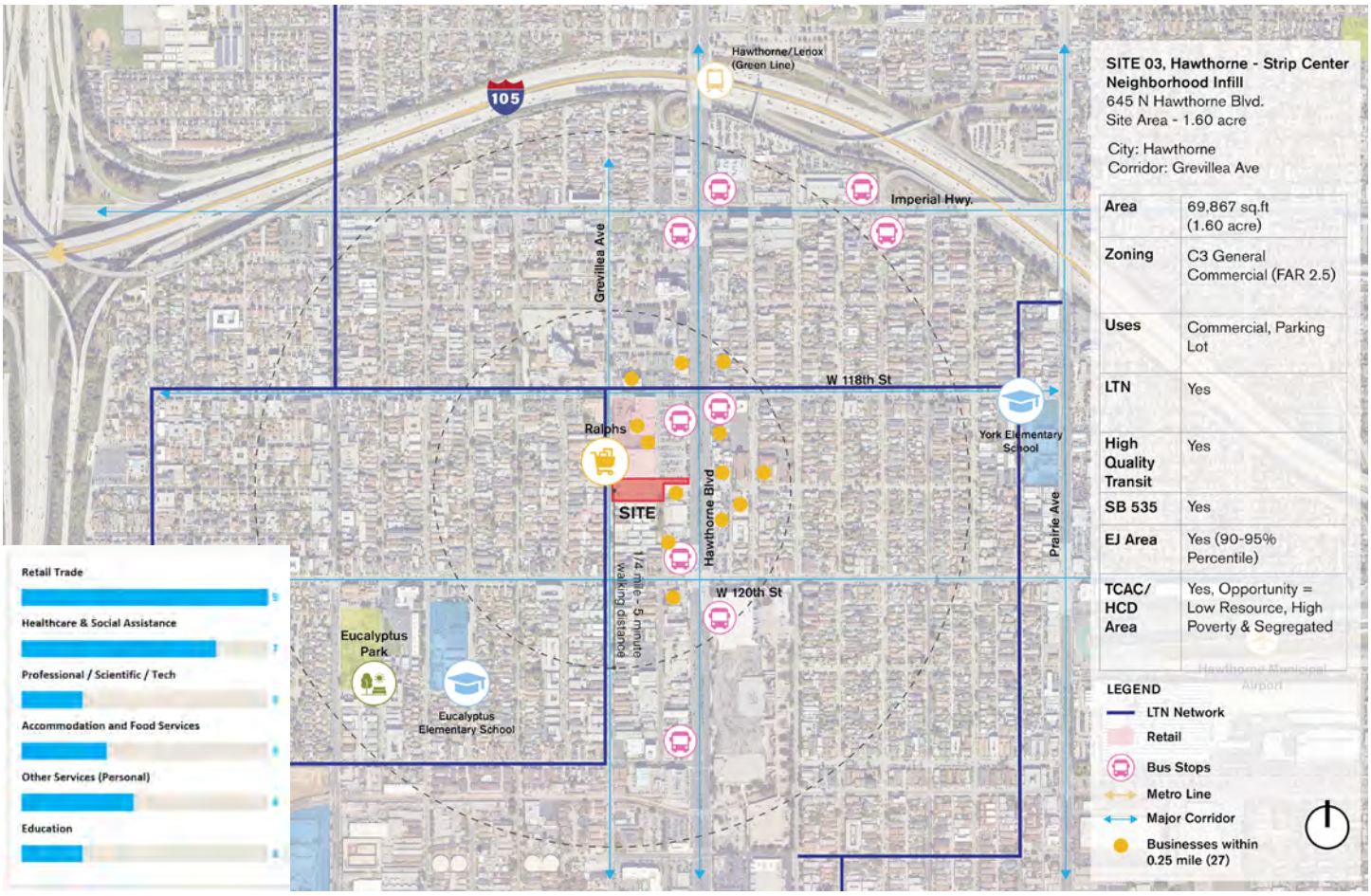
Alternative Village Scale (195 units, 47 du/ac)

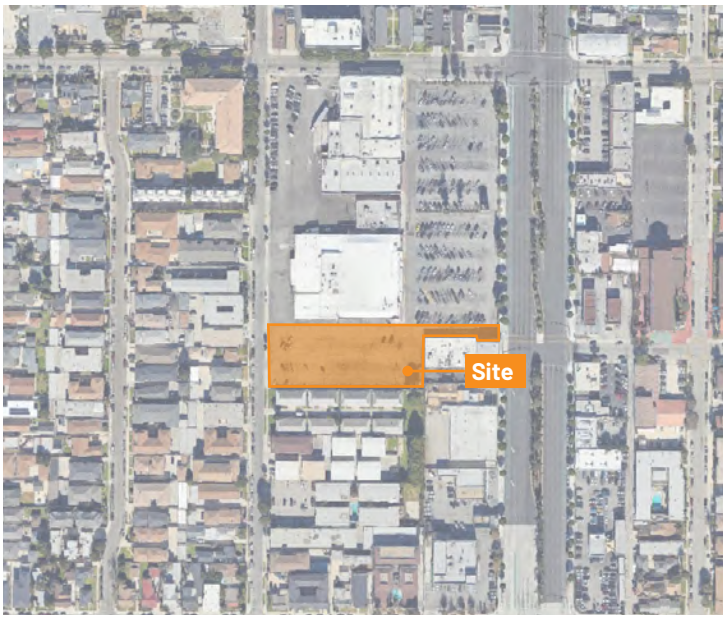
The alternative village-like apartment concept maintains a pedestrian-oriented layout while testing a revised site configuration. The approach increases development capacity through a parking-free model with some surface parking, improving land efficiency and increased development capacity. The scenario was determined to be potentially viable

1. 195 Residential Flats
2. 40 Surface Parking Stalls

City of Hawthorne

Site #3: 645 N Hawthorne Boulevard





Site #3 (Hawthorne- 645 N Hawthorne Boulevard) is a 1.60-acre site located along Hawthorne Boulevard. The site benefits from an adjacent grocery store and proximity to additional retail destinations along the corridor.

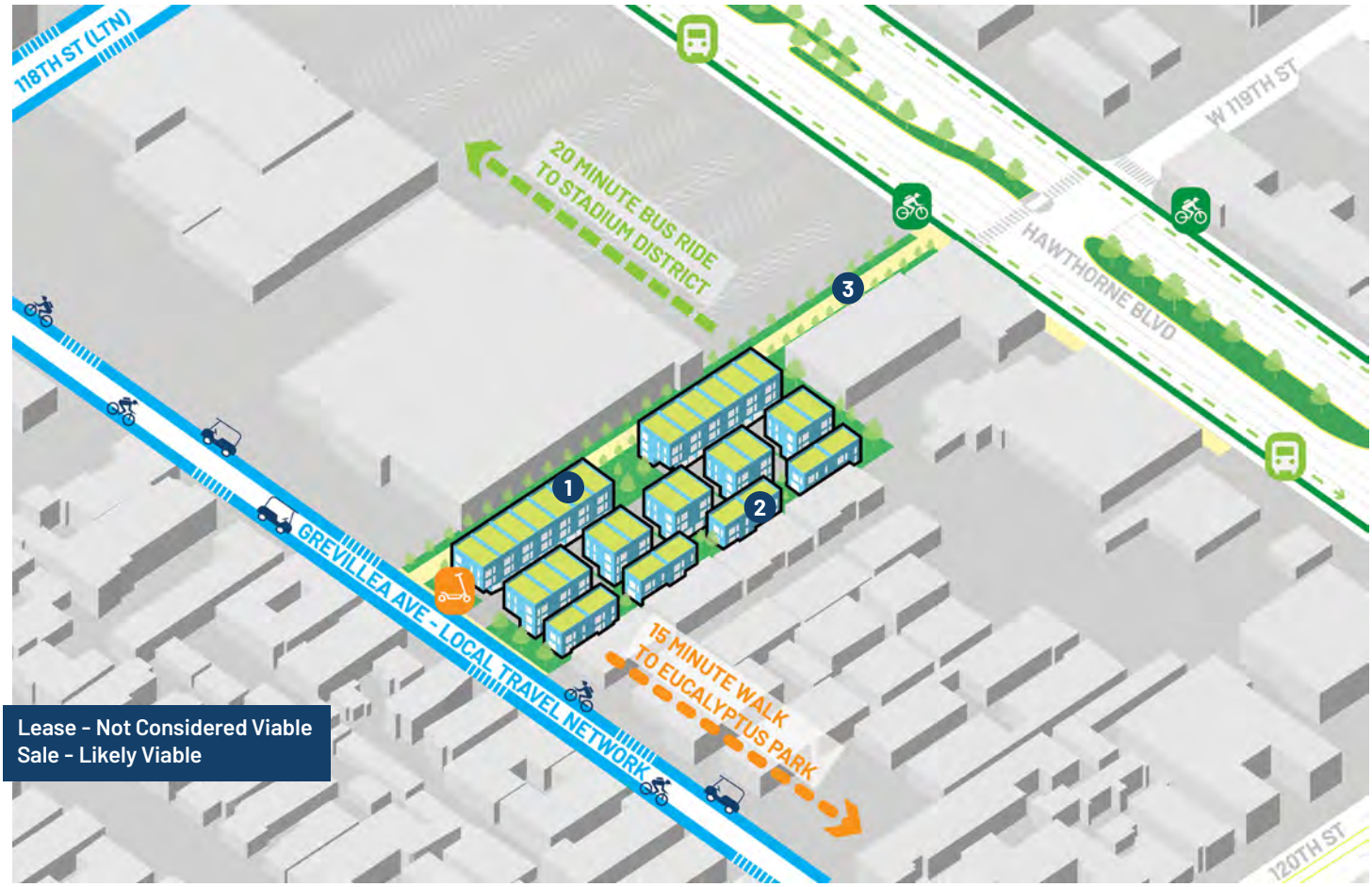
The development scenarios explore a range of housing typologies, from low-intensity town homes to wrap configurations. All options incorporate setbacks to address transitions to surrounding properties. The site also considers a 30-foot-wide thoroughfare connecting Hawthorne Boulevard to the neighborhood street network, improving local connectivity and walkability.

Hypothetical Redevelopment Scenario

- Proximity to neighborhood-serving grocery and retail destination
- Adjacent and connected to local travel network
- Appropriate scale for neighborhood

KEY

1. 24 3-Story Townhomes
2. 8 2-Story Townhomes
3. 30' Wide Thoroughfare



Lease - Not Considered Viable
Sale - Likely Viable

Program

Site Acres	1.6
Net Commercial SF	-
Net Residential SF	53,200
Gross Parking / Bedroom	0.4
Total Bedrooms	88
Dwelling Units	32
DU / Acre	20

Costs & Revenue

Land Cost / Net SF	$ 131
Parking Cost / Net SF	-
Development Cost / Net SF	276
Soft Cost / Net SF	73
Total Cost / Net SF	$ 481
Gross Rev / Net SF - Lease	$ 431
Gross Rev / Net SF - Sale	525
Return on Cost - Lease	-10.3%
Return on Cost - Sale	9.1%

Lease - Not Considered Viable
Sale - Likely Viable

Affordable Housing

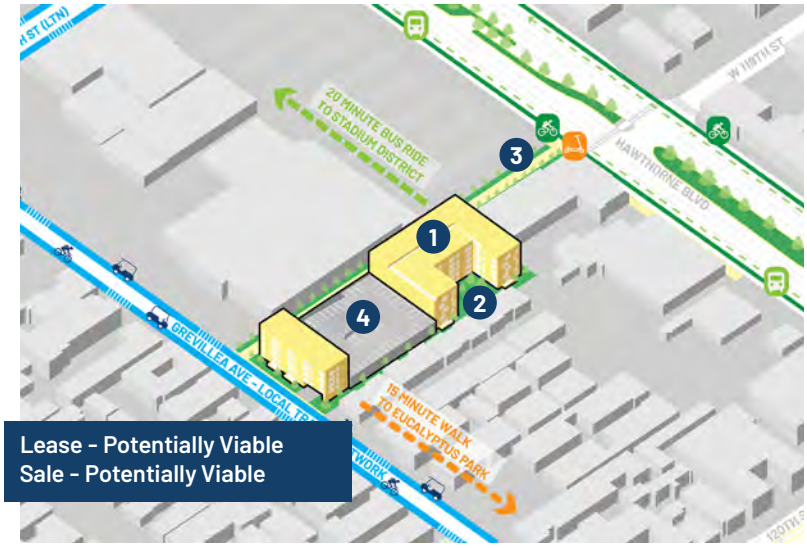
Potential Capacity - Lease Equivalent Low Units	0.0
Potential Capacity - Sale Equivalent Low Units	0.0

Other Hypothetical Redevelopment Scenarios

3/4-Story Apartments (62 units, 39 du/ac)

The four-story apartment concept introduces a residential typology (units with tuck-under parking) that responds to neighborhoods 2-3 story development along Grevillea Avenue. The scenario was determined to be potentially viable.

1. 62 Residential Flats
2. Courtyard Open Space
3. 30' Wide Thoroughfare
4. 50 Tuck-under Garage Spaces
5. 12 Surface Parking Spaces



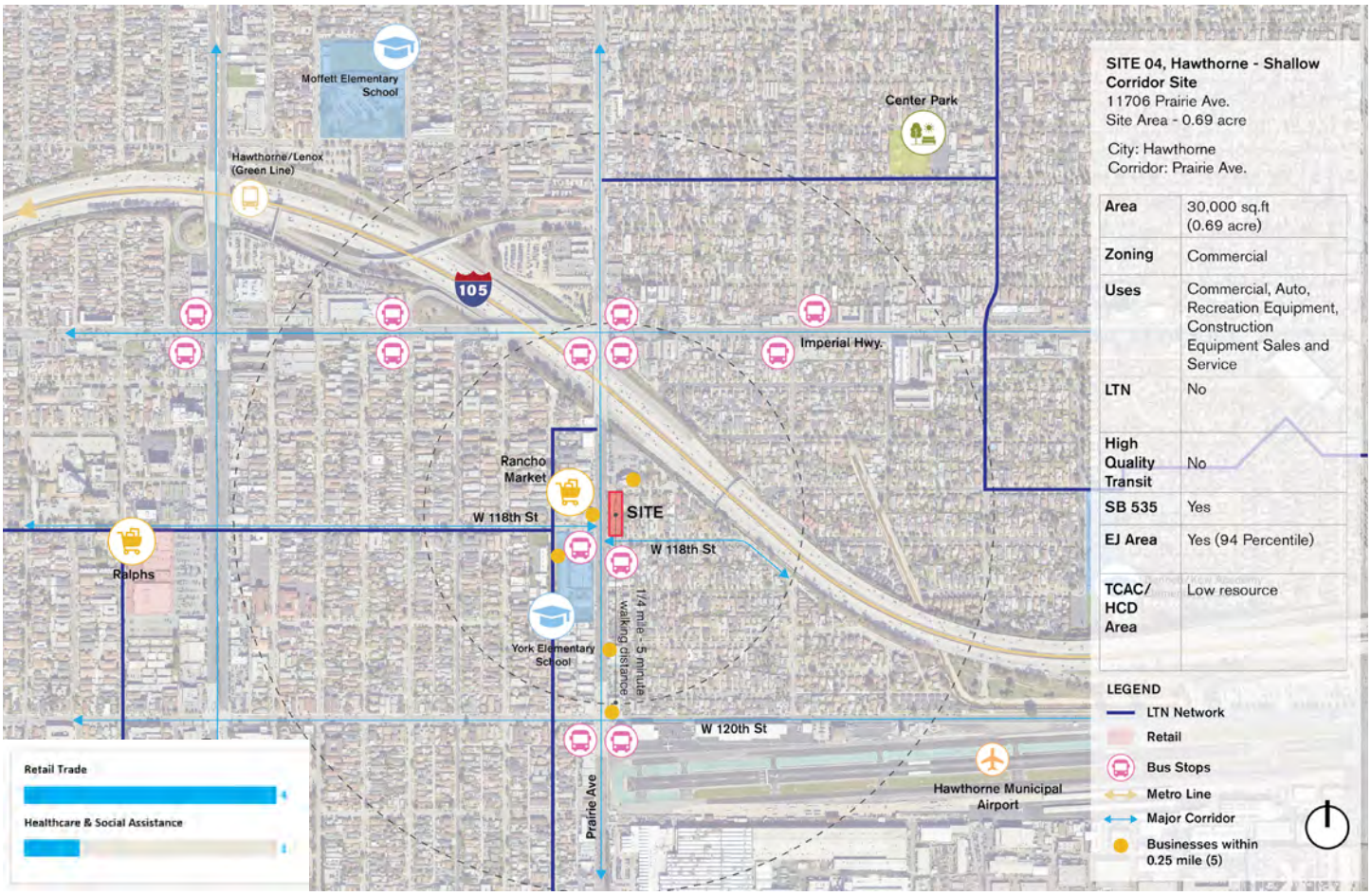
Wrap Building (99 units, 62 du/ac)

The wrap-style apartment concept increases density and unit yield but relies on structured parking, which significantly increases development costs and reduces feasibility. The scenario was determined to be not considered viable.

1. 99 Residential Flats
2. Courtyard Open Space
3. 30' Wide Thoroughfare
4. 120 Structured Garage Spaces

City of Hawthorne

Site #4: 11706 Prairie Avenue



Site #4 (Hawthorne- 11706 Prairie Avenue) is a 0.69-acre site located along Prairie Avenue. The site has limited access to retail destinations and surrounding neighborhood-serving amenities.

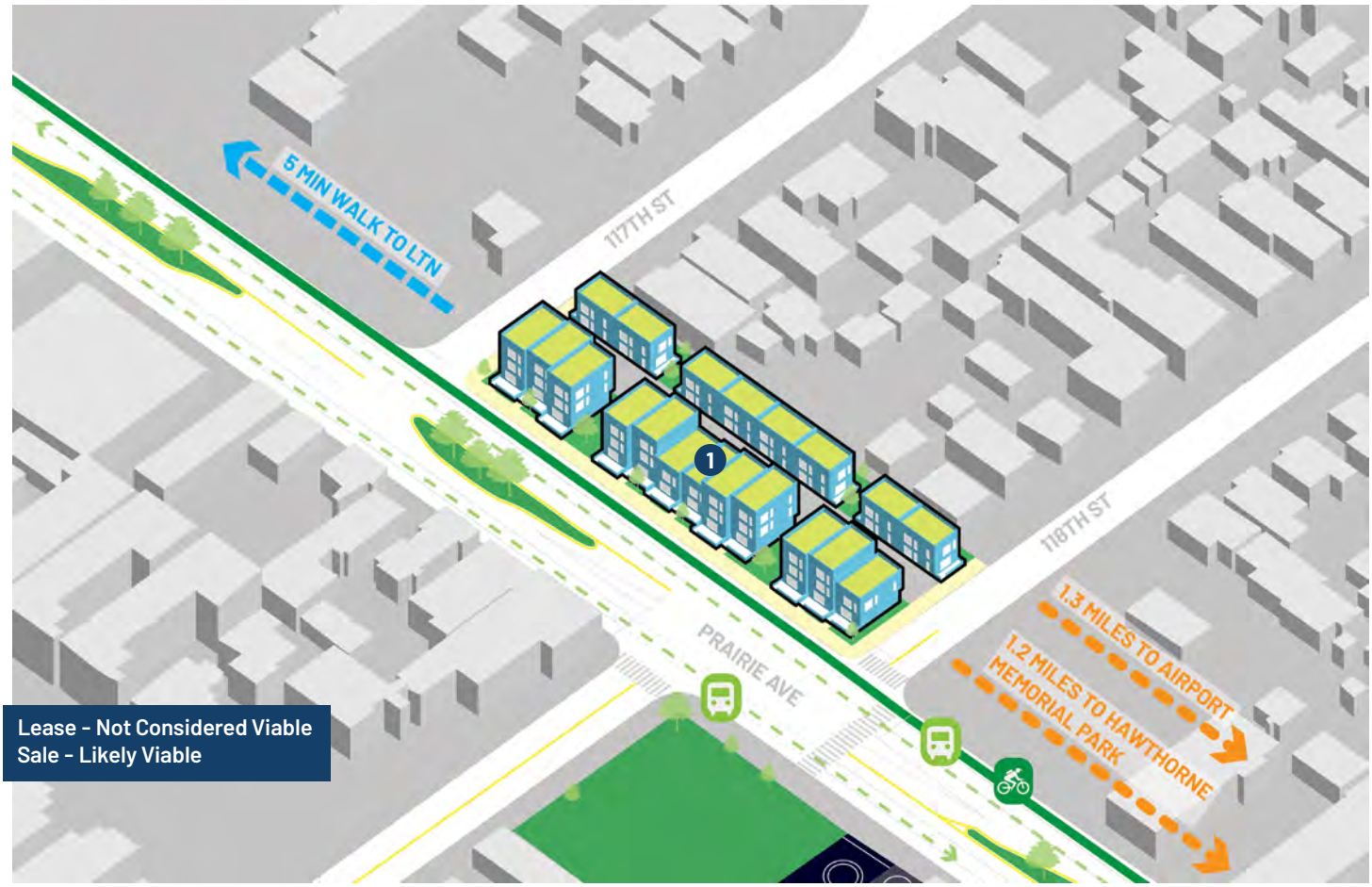
The development scenarios explore a range of housing typologies, from for-sale townhomes to higher-intensity podium configurations. Prairie Avenue is a 100-foot-wide vehicular corridor with high traffic volumes. All scenarios incorporate a minimum 10-foot setback to address adjacency conditions along the corridor.

Hypothetical Redevelopment Scenario

- Site intensification
- Adjacent to local travel network

KEY

1. 20 2/3-Story Townhome Units with Ground Level Garages



Program

Site Acres	0.7
Net Commercial SF	-
Net Residential SF	29,000
Gross Parking / Bedroom	0.5
Total Bedrooms	50
Dwelling Units	20
DU / Acre	29

Costs & Revenue

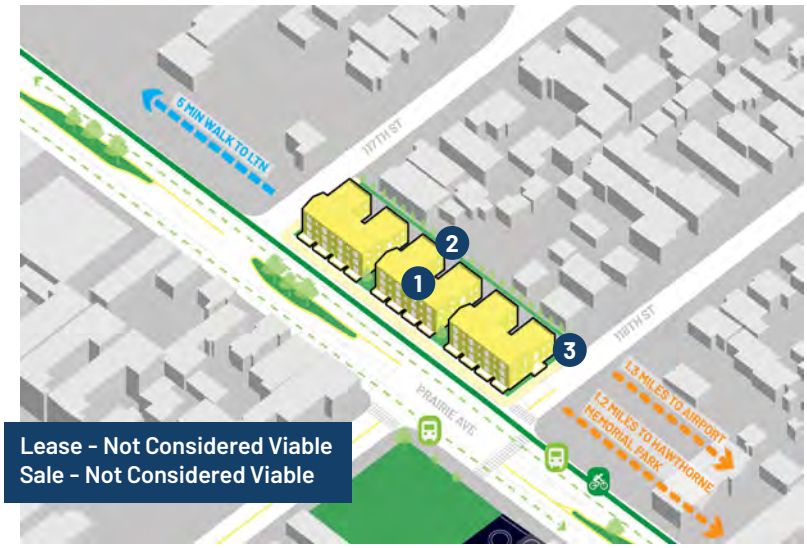
Land Cost / Net SF	$ 129
Parking Cost / Net SF	-
Development Cost / Net SF	279
Soft Cost / Net SF	83
Total Cost / Net SF	$ 491
Gross Rev / Net SF - Lease	$ 442
Gross Rev / Net SF - Sale	548
Return on Cost - Lease	-9.9%
Return on Cost - Sale	11.6%

Lease - Not Considered Viable
Sale - Likely Viable

Affordable Housing

Potential Capacity - Lease Equivalent Low Units	0.0
Potential Capacity - Sale Equivalent Low Units	0.0

Other Hypothetical Redevelopment Scenarios



3-Story Apartments (24 Units, 35 du/ac)

The three-story apartment concept introduces a low-intensity residential typology that does not achieve sufficient threshold density to support strong financial performance. The scenario was determined to be not considered viable.

1. 24 Residential Flats
2. 24 Tuck-under + Surface Parking
3. 20' Wide Alley

3-Story Apartments (34 units, 49 du/ac)

The three-story apartment concept maintains a low-rise residential typology with modest increases in unit yield. While feasibility improves relative to lower-intensity configurations, overall performance remains constrained by limited density and site conditions. The scenario was determined to be potentially viable

1. 34 Residential Flats
2. 34 Tuck-under Parking Space
3. 20' Wide Alley
4. Courtyard Open Space

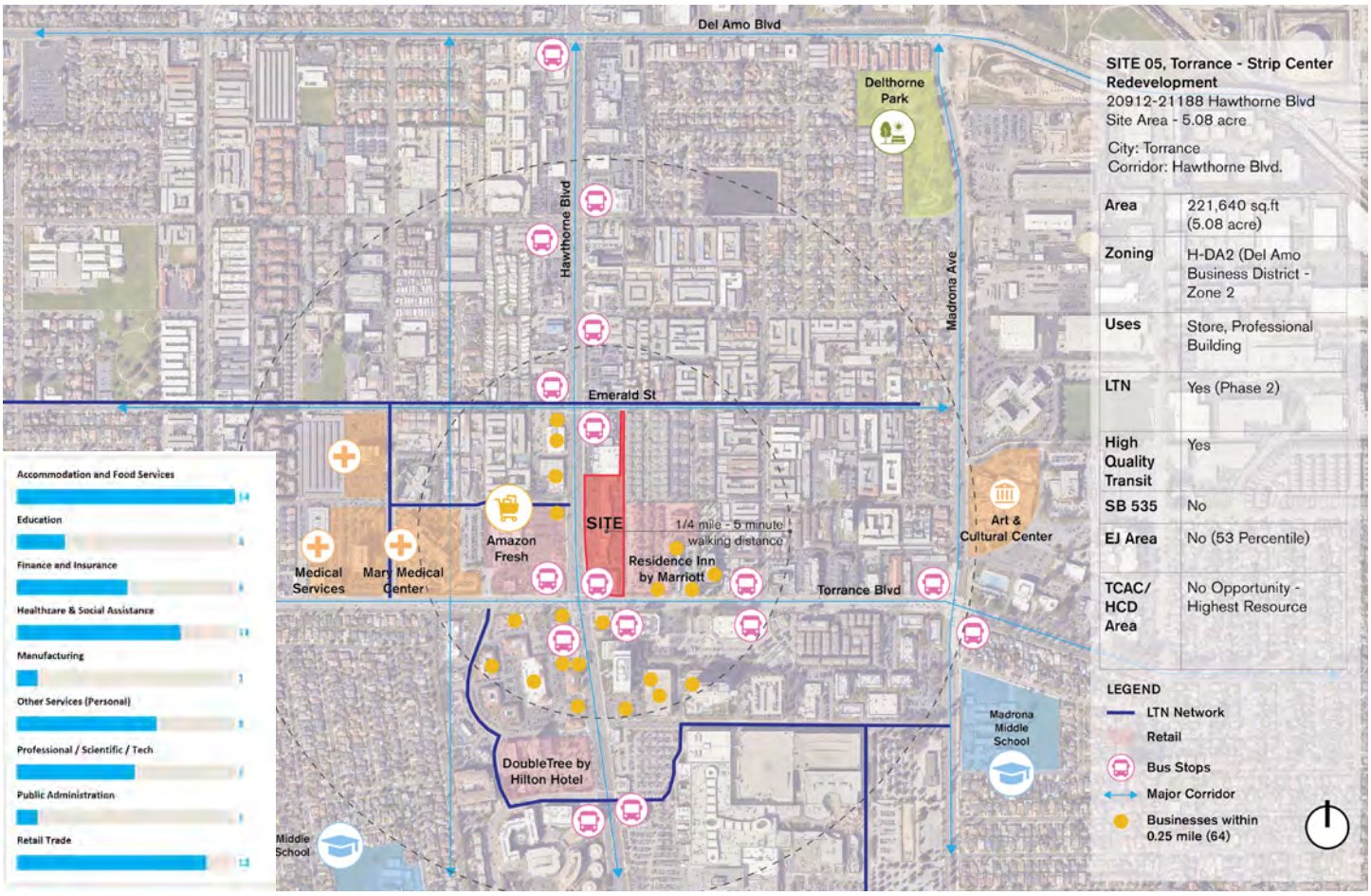
Podium Building (93 Units, 135 du/ac)

The podium apartment concept introduces the most intensive development option, increasing unit yield through vertical stacking. While construction costs are higher, the site can absorb the increased cost burden due to improved density. The scenario was determined to be potentially viable. However, this typology increases a greater height without any transitions to adjacent lower-scale existing housing, which may not be desirable.

1. 93 Residential Flats
2. 88 Structured Parking (Subterranean)

City of Torrance

Site #5: 20912-21188 Hawthorne Blvd



Site #5 (Torrance-20912-21188 Hawthorne Boulevard) is a 5.08-acre site located along Hawthorne Boulevard. The site represents a typical strip mall condition found throughout the South Bay and benefits from proximity to retail destinations along the corridor.

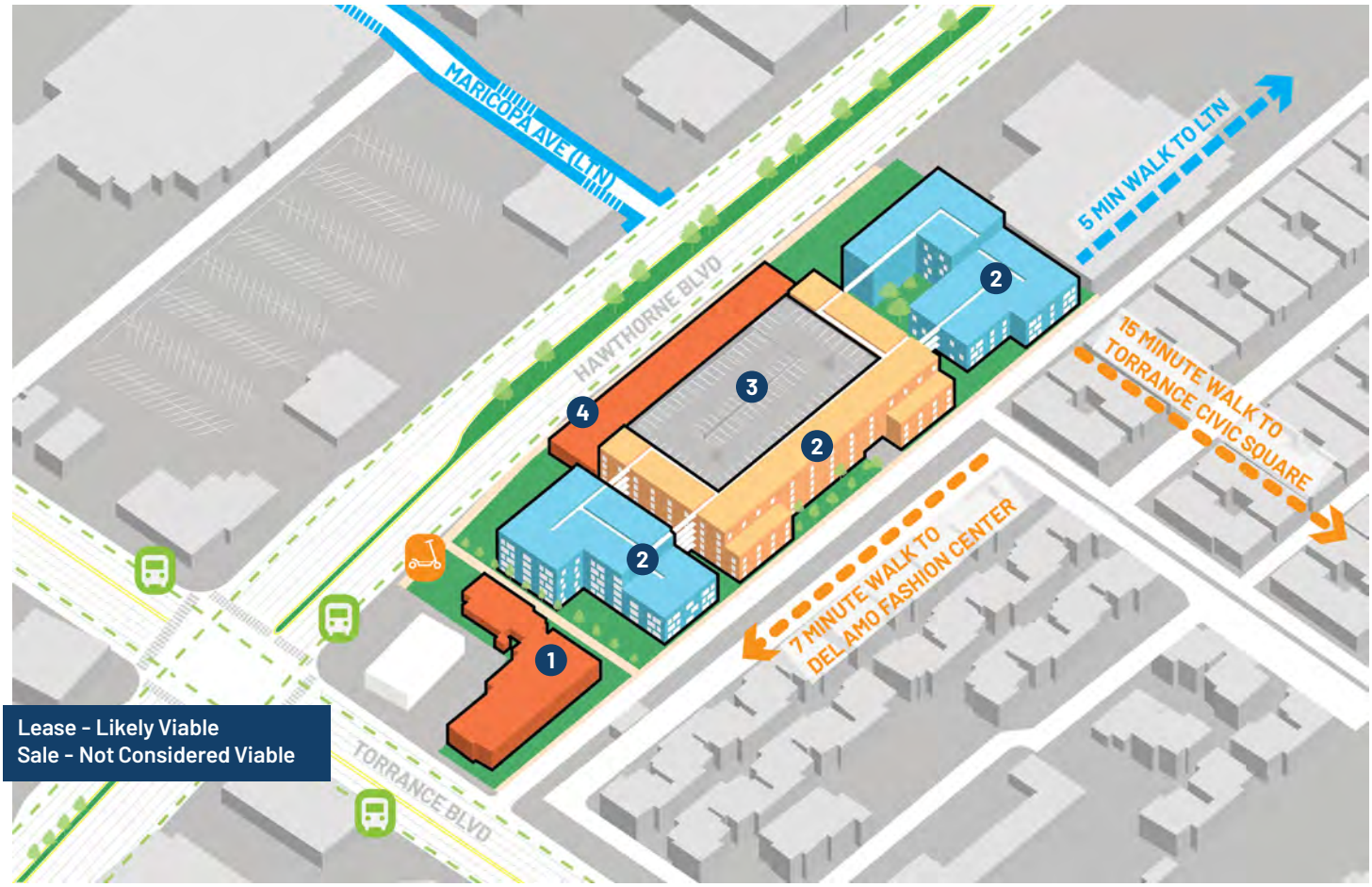
The development scenarios explore two redevelopment approaches. One option maintains a 70-foot-deep setback along Hawthorne Boulevard, retaining retail uses within the frontage while locating housing behind. The second option reduces the setback to 20 feet and introduces a housing-only configuration. The reduced setback increases unit yield and generates sufficient residual land value to support approximately 24 affordable units (about 7.5% of total units).

Hypothetical Redevelopment Scenario

- Housing along commercial corridor
- Proximity to retail destinations
- Adjacent and connected to local travel network
- Opportunity to include affordable units

KEY

1. Existing Retail Retained
2. 241 Residential Flats
3. 250 Structured Garage Spaces
4. New Retail



Program

Site Acres	5.1
Net Commercial SF	32,900
Net Residential SF	204,900
Gross Parking / Bedroom	0.8
Total Bedrooms	301
Dwelling Units	241
DU / Acre	47

Costs & Revenue

Land Cost / Net SF	$ 177
Parking Cost / Net SF	50
Development Cost / Net SF	392
Soft Cost / Net SF	134
Total Cost / Net SF	$ 753
Gross Rev / Net SF - Lease	$ 815
Gross Rev / Net SF - Sale	750
Return on Cost - Lease	8.3%
Return on Cost - Sale	-0.4%

Lease - Likely Viable
Sale - Not Considered Viable

Affordable Housing

Potential Capacity - Lease Equivalent Low Units	4
Potential Capacity - Sale Equivalent Low Units	0

Other Hypothetical Redevelopment Scenario

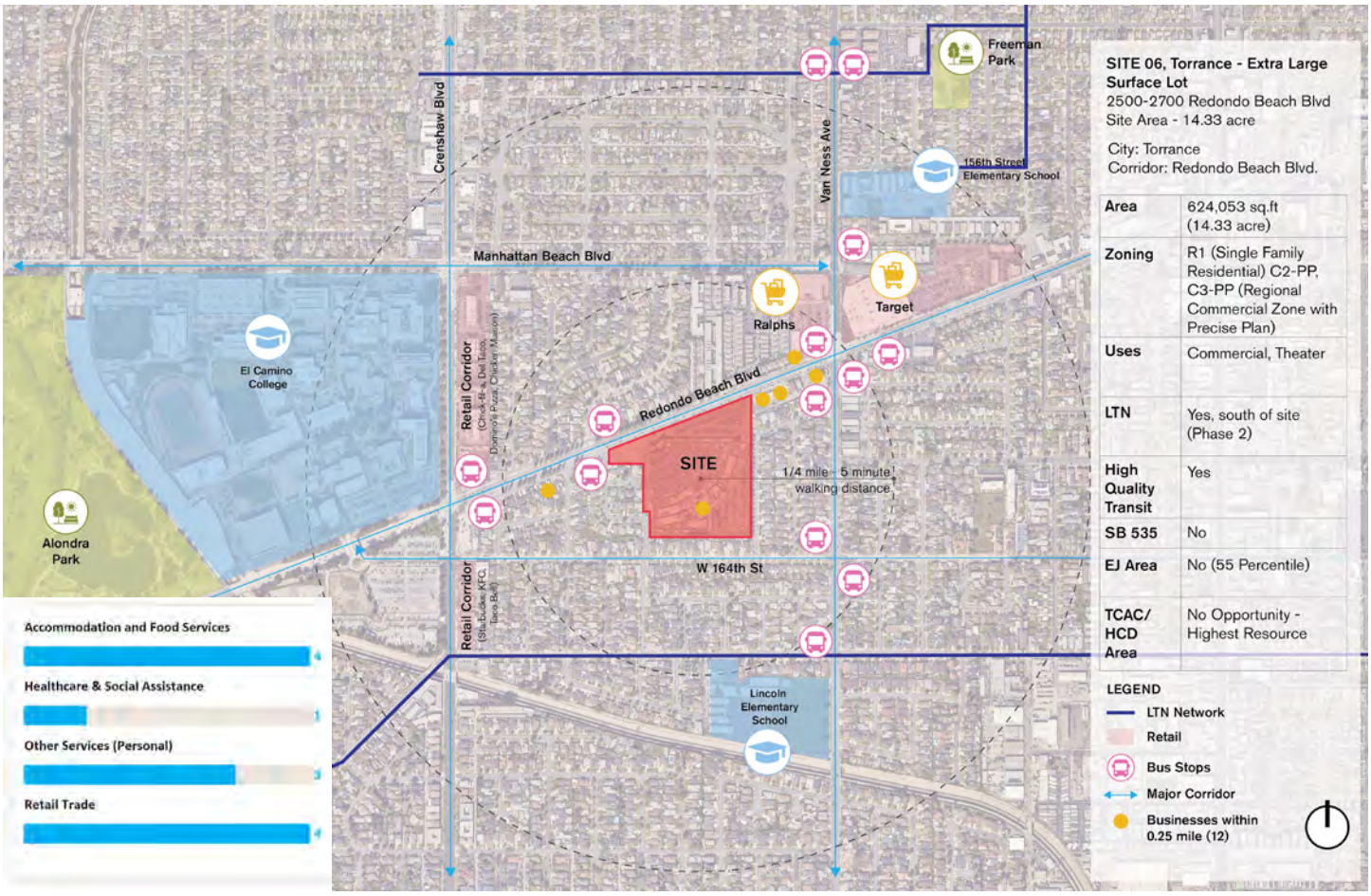
Housing With Existing Retail (317 units, 62 du/ac)

The wrap apartment concept introduces a higher-intensity residential typology that increases unit yield. Strong market conditions support higher achievable rents, generating sufficient residual land value (RLV) to include approximately 24 affordable units. The scenario was determined to be likely viable.

1. Existing Retail Retained
2. 317 Residential Flats
3. 320 Structured Garage Spaces
4. Courtyard Open Space

City of Torrance

Site #6: 2500-2700 Redondo Beach Blvd



Site #6 (Torrance-2500–2700 Redondo Beach Boulevard) is a 14.33-acre site located along Redondo Beach Boulevard. The site currently functions as a large surface lot used as an open-air market and was historically developed as a drive-in theater. An existing drive-in screen remains on the site.

The development scenario proposes comprehensive redevelopment of the approximately 15-acre site through a mix of housing typologies, ranging from for-sale townhomes to rental apartment models. The plan retains and celebrates the existing drive-in screen as part of a public park and neighborhood-serving retail destination while avoiding large-format retail uses due to nearby existing retail concentrations. The large site area, flexible development program, and mix of housing types support overall feasibility. The scenario developed was determined to be likely viable, generating sufficient residual land value (RLV).

Hypothetical Redevelopment Scenario

- Large surface lot redevelopment
- Proximity to neighborhood grocery stores and retail shops

KEY

1. 190 Residential Flats
2. 225 Structured Garage Spaces
3. 208 Residential Flats
4. 257 Residential Flats
5. 240 Structured Garage Spaces
6. 74 3-Story Townhome Unit with Tuck-under Parking
7. Retail
8. Existing Roadium Building Retained

Lease - Likely Viable
Sale - Likely Viable

Program

Site Acres	14.3
Net Commercial SF	20,250
Net Residential SF	686,150
Gross Parking / Bedroom	0.8
Total Bedrooms	1,040
Dwelling Units	729
DU / Acre	51

Costs & Revenue

Land Cost / Net SF	$ 102
Parking Cost / Net SF	45
Development Cost / Net SF	361
Soft Cost / Net SF	118
Total Cost / Net SF	$ 626
Gross Rev / Net SF - Lease	$ 677
Gross Rev / Net SF - Sale	698
Return on Cost - Lease	8.1%
Return on Cost - Sale	11.5%

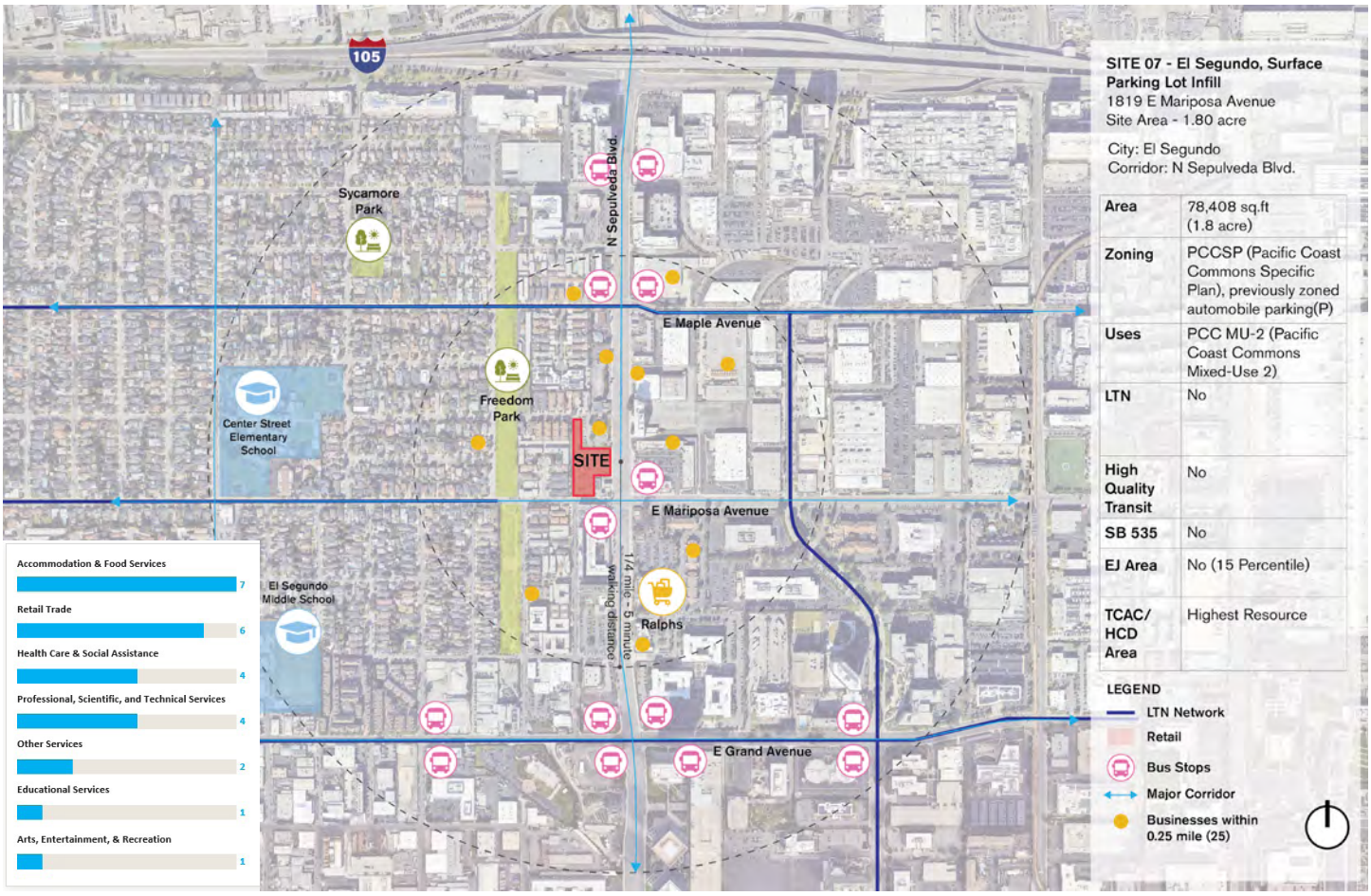
Lease - Likely Viable
Sale - Likely Viable

Affordable Housing

Potential Capacity - Lease Equivalent Low Units	11
Potential Capacity - Sale Equivalent Low Units	9

City of El Segundo

Site #7: 1819 E Mariposa Avenue



Site #7 (El Segundo- 1819 E Mariposa Avenue) is a 1.80-acre site located along Sepulveda Boulevard. The site is currently used as surface parking for the adjacent Fairfield Hotel located south of Mariposa Avenue.

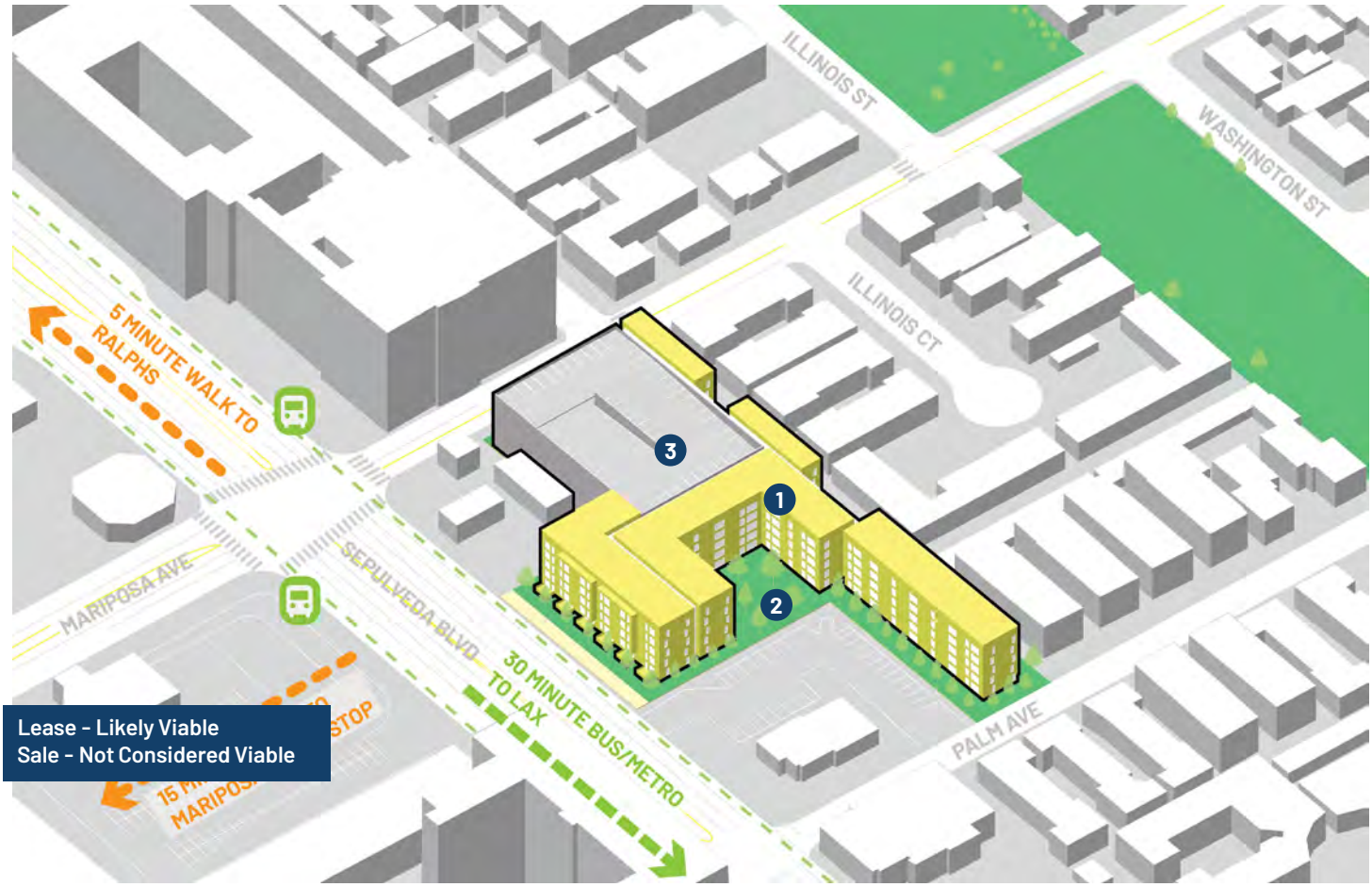
The development scenarios explore housing typologies with increasing levels of intensity. The options range from lower-intensity development with tuck-under parking, to podium and wrap apartment configurations. Across all scenarios, displaced hotel parking is accommodated through alternative parking strategies.

Hypothetical Redevelopment Scenario

- Large surface lot redevelopment
- Corridor intensification
- Proximity to retail destination
- Public transport option to LAX

KEY

1. 150 Residential Flats
2. Open Space
3. 357 Structured Garage Spaces for Residences and Hotel



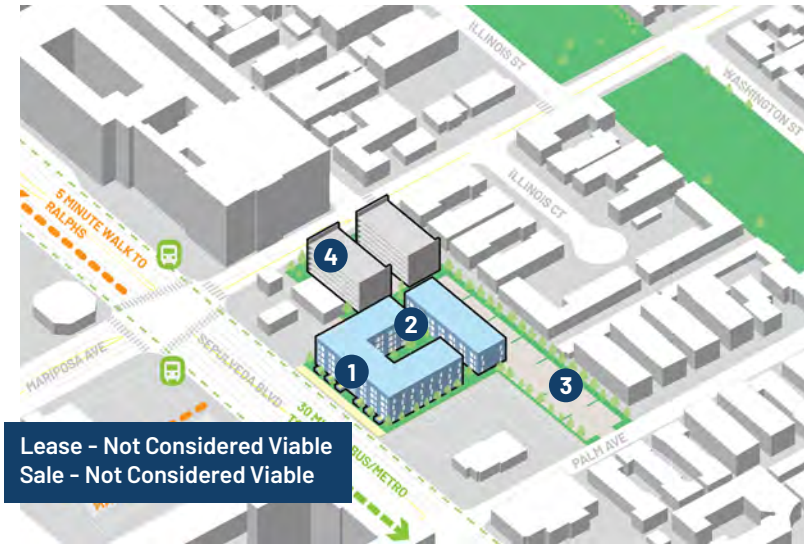
Program	
Site Acres	1.8
Net Commercial SF	-
Net Residential SF	127,860
Gross Parking / Bedroom	1.9
Total Bedrooms	188
Dwelling Units	150
DU / Acre	83

Costs & Revenue	
Land Cost / Net SF	$ 123
Parking Cost / Net SF	132
Development Cost / Net SF	377
Soft Cost / Net SF	184
Total Cost / Net SF	$ 815
Gross Rev / Net SF - Lease	$ 864
Gross Rev / Net SF - Sale	790
Return on Cost - Lease	6.0%
Return on Cost - Sale	-3.1%

Lease - Likely Viable
Sale - Not Considered Viable

Affordable Housing	
Potential Capacity - Lease Equivalent Low Units	0
Potential Capacity - Sale Equivalent Low Units	0

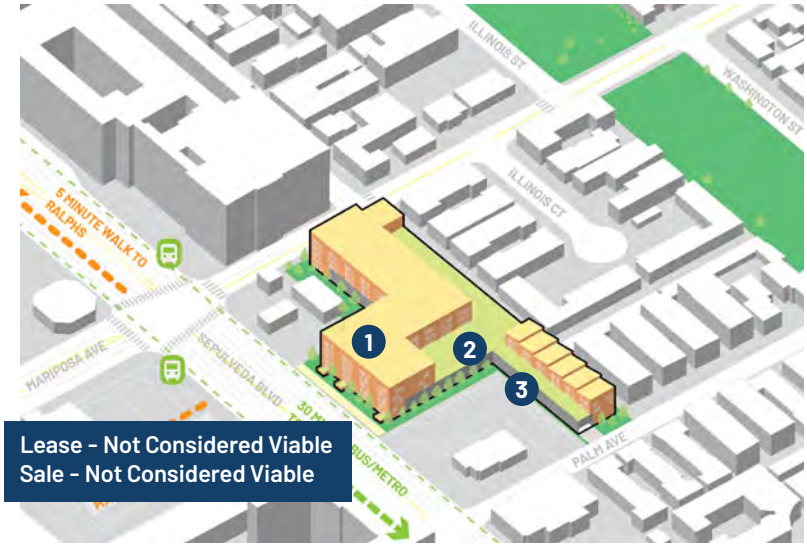
Other Hypothetical Redevelopment Scenarios



4-story Apartments (68 Units, 38 du/ac)

The three-story apartment concept introduces relatively a lower-intensity residential typology that does not achieve sufficient density to support financial feasibility. The reliance on stack parking for hotel further increases project cost and limits overall performance. The scenario was determined to be not considered viable.

1. 68 Residential Flats
2. Open Space
3. 68 Surface + Tuck-under Parking Spaces
4. 144 Stacked Parking Stalls (For Hotel)



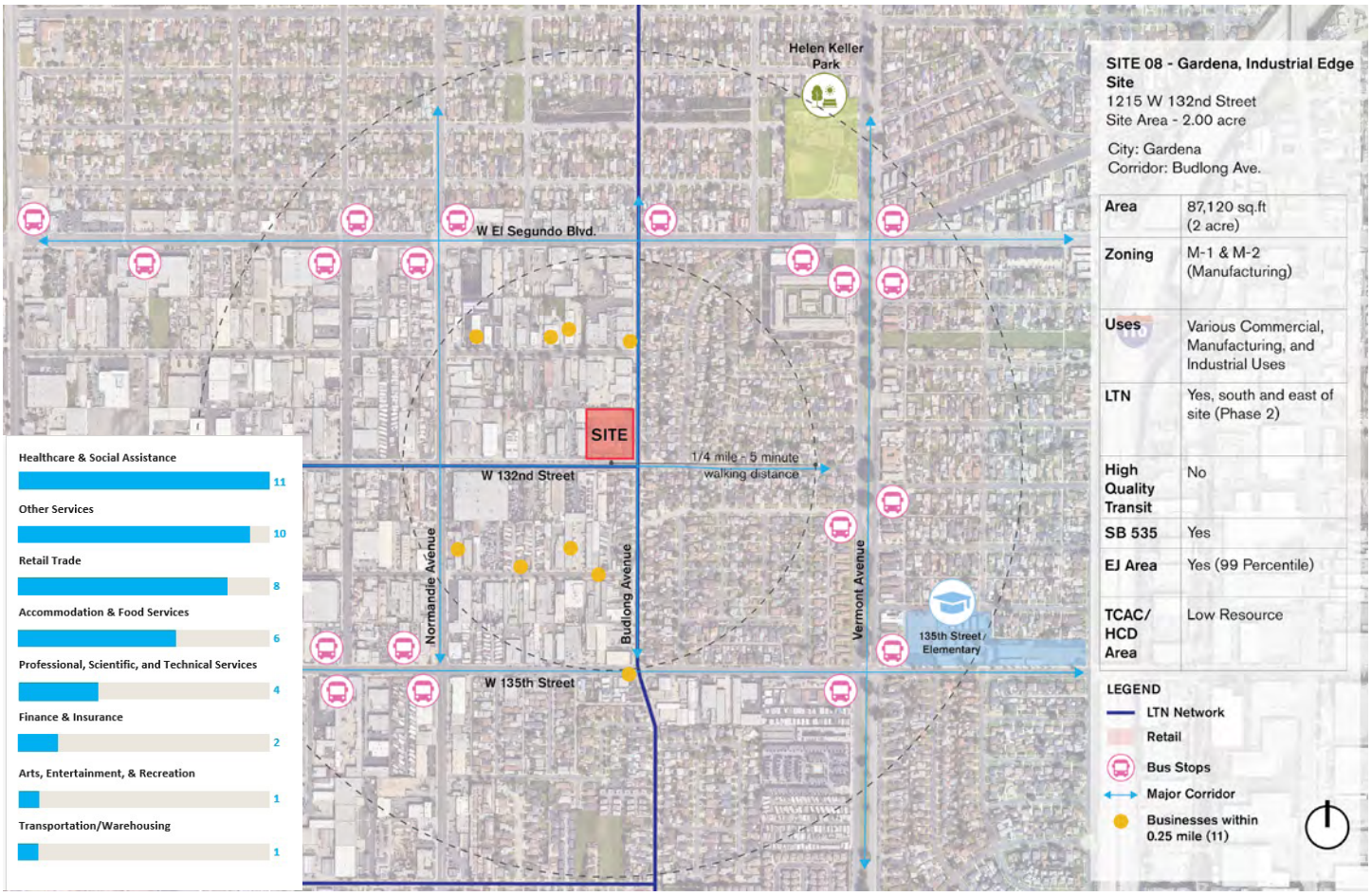
Podium Building (104 Units, 58 du/ac)

The podium apartment concept introduces a high-intensity residential typology to increase unit yield. However, the density achieved is insufficient to offset higher construction costs associated with podium development. The scenario was determined to be not considered viable.

1. 104 Residential Flats
2. Open Space
3. 272 Podium Parking Spaces (For Residential and Hotel)

City of Gardena

Site #8: 1215 W 132nd St



Site #8 (Gardena-1215 W 132nd Street) is a 2.0-acre site located along Budlong Avenue at the edge of a single-family neighborhood in Gardena. The site is currently developed with industrial uses.

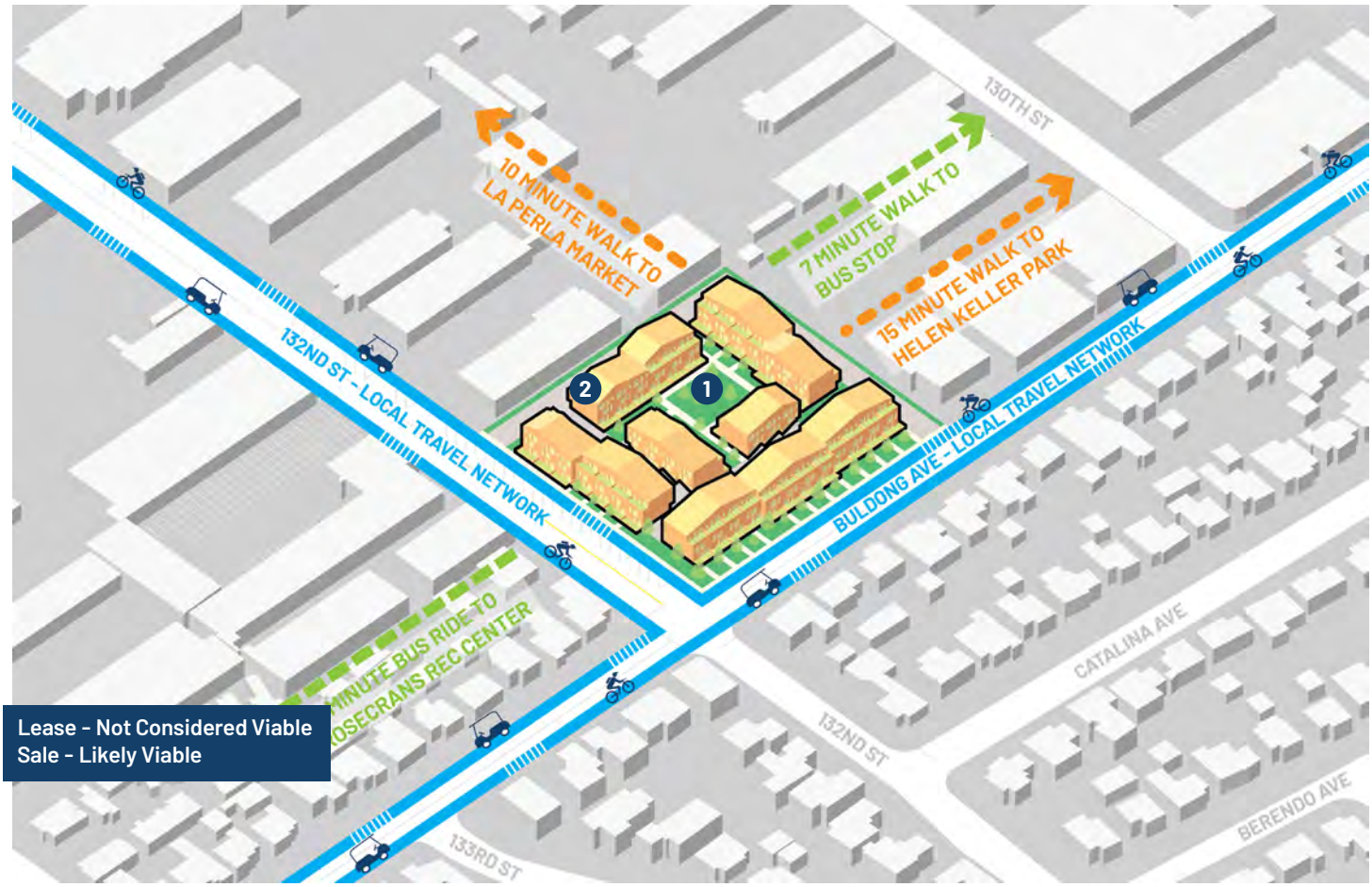
The development scenarios explore the transition from an industrial site to a residential neighborhood through three approaches with increasing intensity. The scenarios range from for-sale townhomes to medium-intensity housing and a higher-density wrap apartment typology. All options create separation from adjacent industrial uses to the north and west while incorporating community open space.

Hypothetical Redevelopment Scenario

- Model for conversion of industrial sites to residential
- Adjacent and connected to local travel network
- Density at appropriate neighborhood scale

KEY

1. Open Space
2. 39 Townhome Units with Tuck-under Parking



Lease - Not Considered Viable
Sale - Likely Viable

Program

Site Acres	2.0
Net Commercial SF	-
Net Residential SF	68,250
Gross Parking / Bedroom	0.7
Total Bedrooms	117
Dwelling Units	39
DU / Acre	20

Costs & Revenue

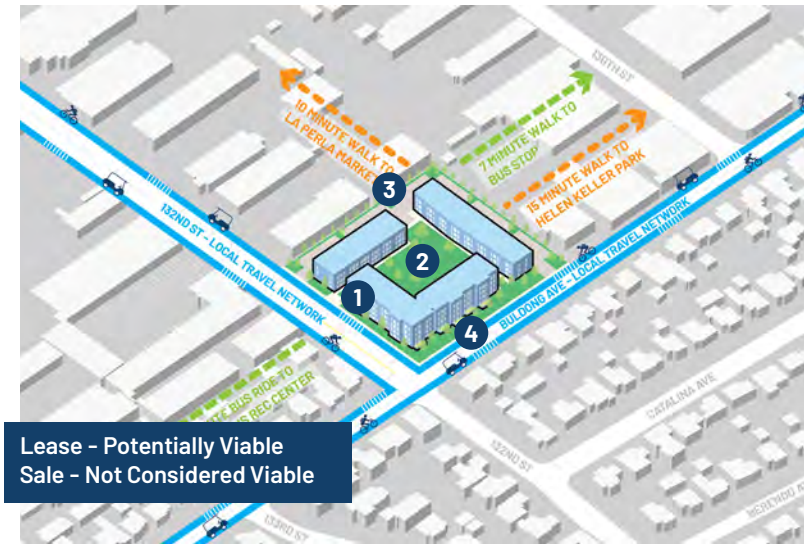
Land Cost / Net SF	$ 102
Parking Cost / Net SF	-
Development Cost / Net SF	283
Soft Cost / Net SF	68
Total Cost / Net SF	$ 453
Gross Rev / Net SF - Lease	$ 431
Gross Rev / Net SF - Sale	509
Return on Cost - Lease	-4.8%
Return on Cost - Sale	12.5%

Lease - Not Considered Viable
Sale - Likely Viable

Affordable Housing

Potential Capacity - Lease Equivalent Low Units	0
Potential Capacity - Sale Equivalent Low Units	2

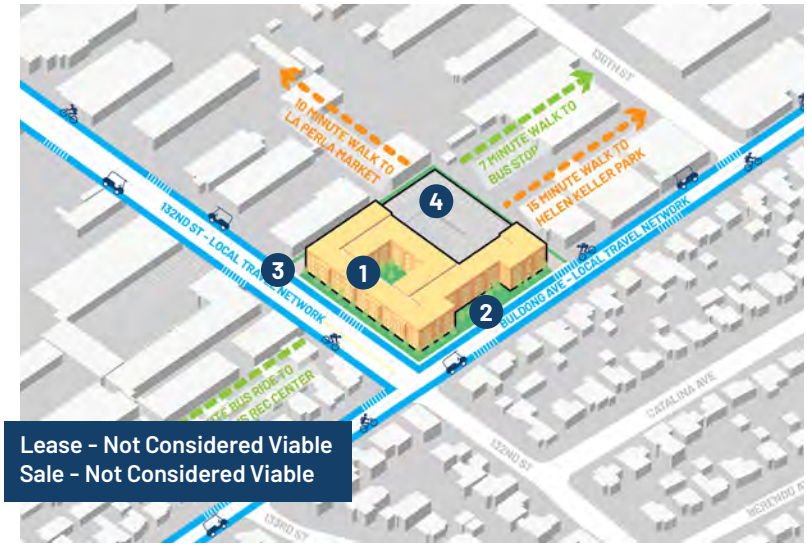
Other Hypothetical Redevelopment Scenarios



3/4-Story Apartments (90 Units, 45 du/ac)

The three/four-story apartment concept maintains a modest scale compatible with adjacent single-family homes. The scenario was determined to be potentially viable.

1. 90 Residential Flats
2. 90 Surface + Tuck-Under Parking
3. Open Space
4. 30' deep Setback (Response to existing single-family home along Budlong Avenue)



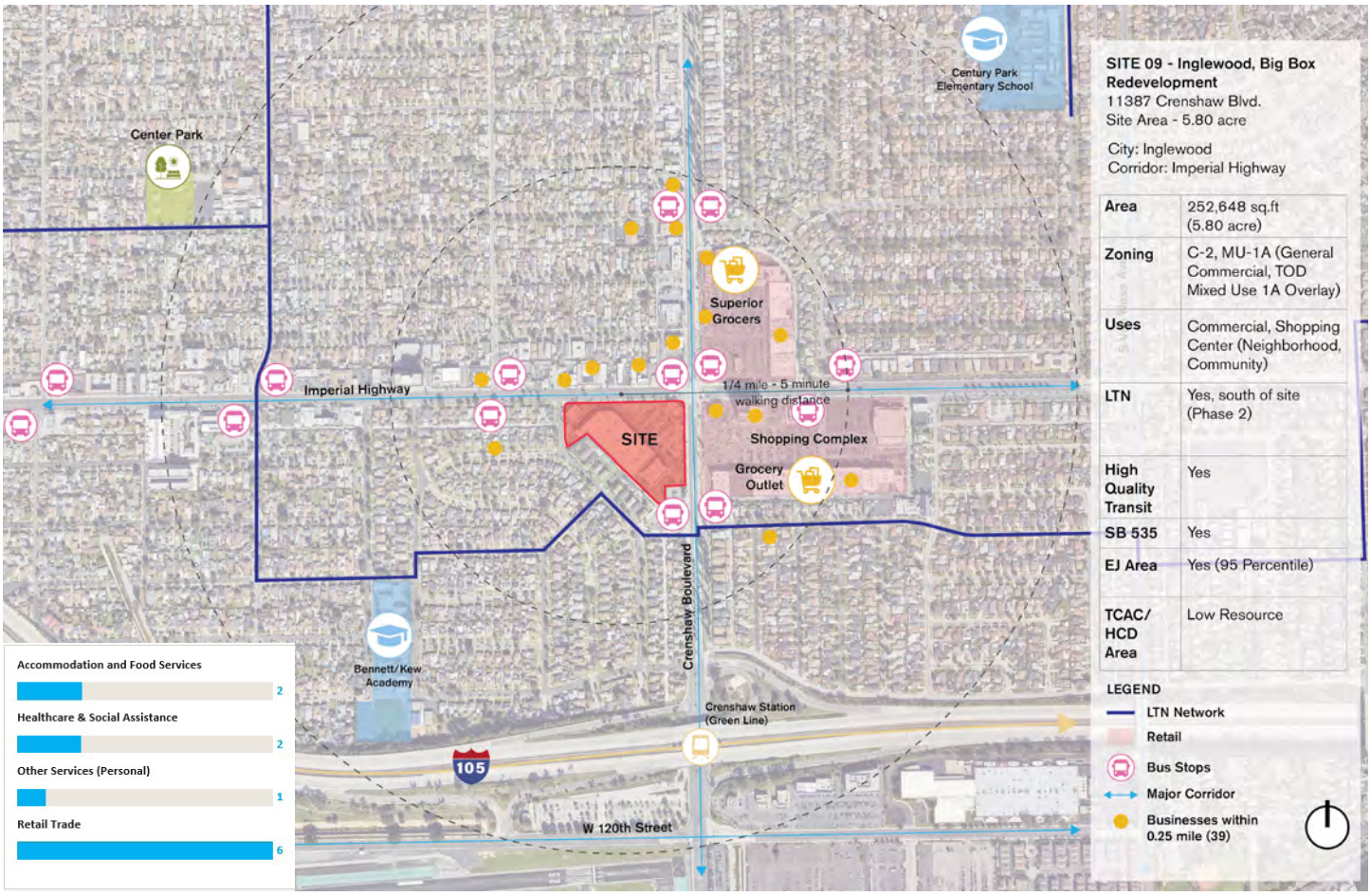
Wrap Building (141 Units, 71 du/ac)

The wrap apartment concept introduces a higher-intensity development pattern with four-story blocks throughout the site. While unit yield increases, overall feasibility remains constrained by market conditions and construction costs. The scenario was determined to be not considered viable.

1. 141 Residential Flats
2. 90 Surface + Tuck-Under Parking
3. 24' Wide Alley
4. 177 Structured Garage Spaces

City of Inglewood

Site #9: 11387 Crenshaw Blvd



Site #9 (Inglewood- 11387 Crenshaw Boulevard) is a 5.80-acre site located at the intersection of Imperial Highway and Crenshaw Boulevard. The site currently contains a Burlington store, CVS, T-Mobile, Nail and Spa Salon, and a large surface parking lot.

The development scenarios explore two general redevelopment approaches. One option retains the existing Burlington store and introduces housing within the surface parking area. The displaced parking for existing retail store is accommodated in new development through podium parking configuration. The second option considers comprehensive redevelopment of the entire site.

Hypothetical Redevelopment Scenario

- Proximity to large retail destination and grocery outlet
- Adjacent and connected to local travel network
- Variety of housing typologies
- Mixed-use development opportunity

KEY

1. 279 Podium Parking Spaces (Residential + Retail)
2. 166 Residential Flats
3. Surface Parking Retained
4. Existing Retail Retained

Program	
Site Acres	2.0
Net Commercial SF	-
Net Residential SF	140,970
Gross Parking / Bedroom	1.9
Total Bedrooms	207
Dwelling Units	166
DU / Acre	83

Costs & Revenue	
Land Cost / Net SF	$ 71
Parking Cost / Net SF	125
Development Cost / Net SF	351
Soft Cost / Net SF	107
Total Cost / Net SF	$ 654
Gross Rev / Net SF - Lease	$ 593
Gross Rev / Net SF - Sale	589
Return on Cost - Lease	-9.3%
Return on Cost - Sale	-9.9%

Lease - Not Considered Viable
Sale - Not Considered Viable

Affordable Housing	
Potential Capacity - Lease Equivalent Low Units	0
Potential Capacity - Sale Equivalent Low Units	0

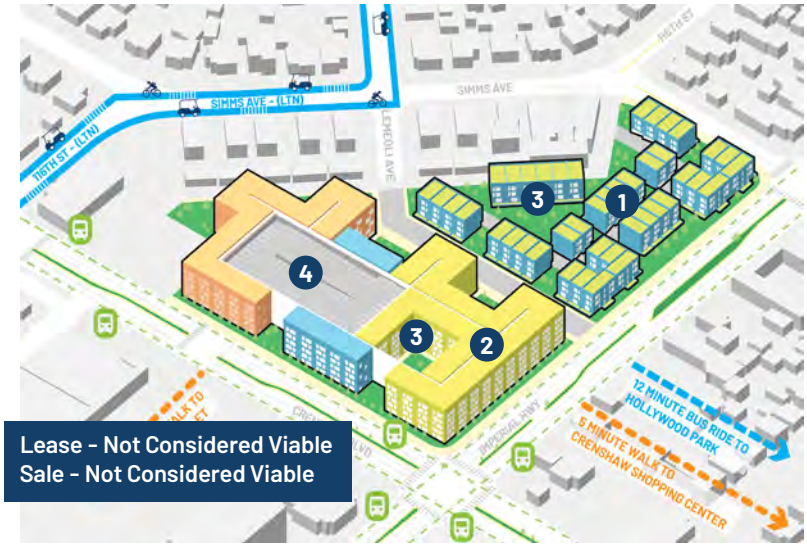
Other Hypothetical Redevelopment Scenarios

Lease - Not Considered Viable
Sale - Not Considered Viable

Housing with Retail Frontage (151 Units, 33 du/ac)

This scenario introduces housing on portions of the existing surface parking lot while retaining retail frontage along Crenshaw Boulevard and Imperial Highway, with for-sale townhomes on the remaining site. The scenario was determined to be not considered viable.

1. Existing Retail Retained
2. Mixed-Use Development (102 Residential Units)
3. 49 3-story Townhomes
4. Open Space
5. 125 Surface Parking



Lease - Not Considered Viable
Sale - Not Considered Viable

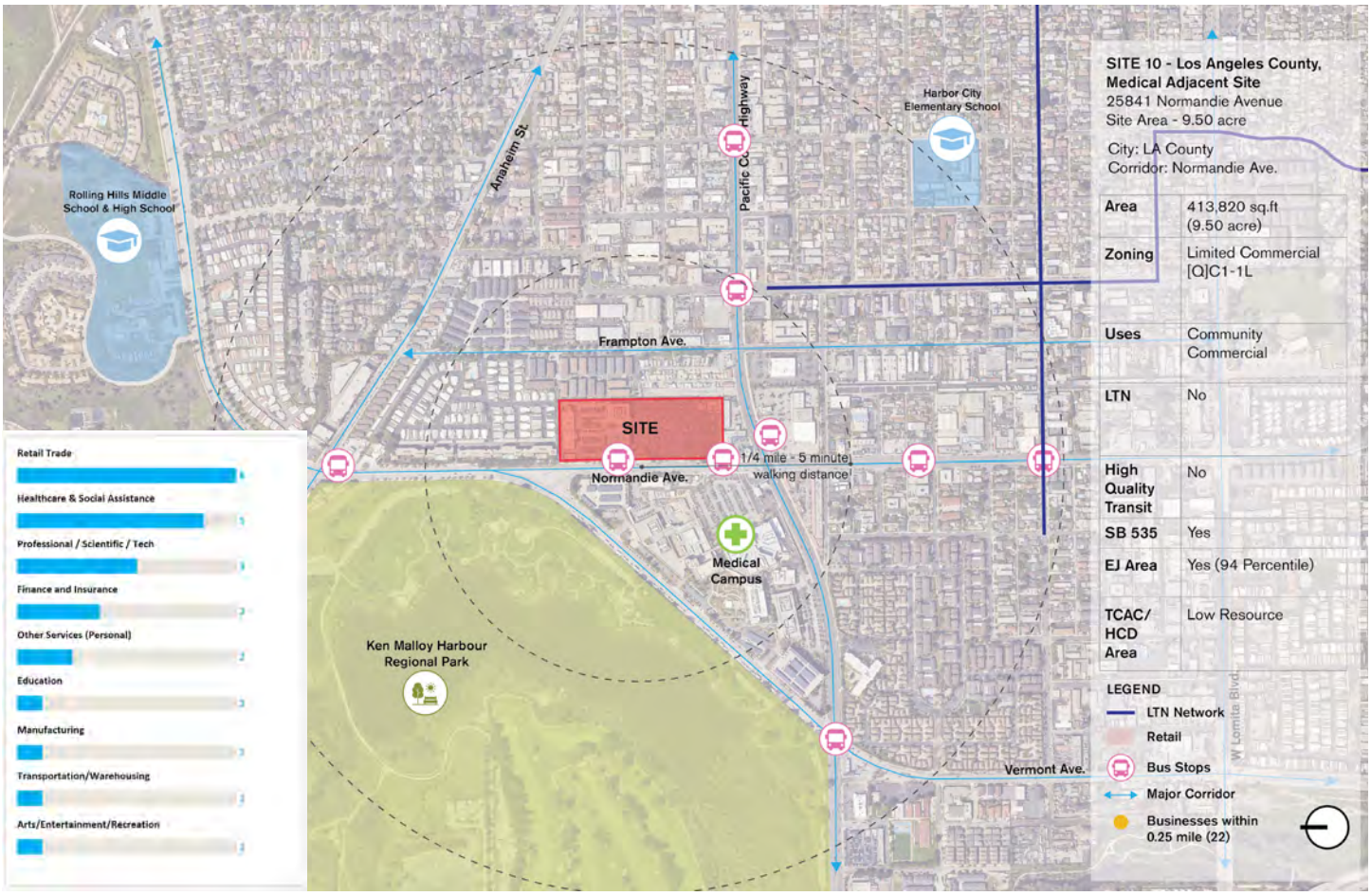
Comprehensive Redevelopment (417 Units, 72 du/ac)

The comprehensive redevelopment scenario introduces a wrap apartment typology together with for-sale townhomes across the site. Lemoli Avenue is extended through the site to connect the adjacent single-family neighborhood to Imperial Highway. The scenario was determined to be not considered viable.

1. 42 3-story Townhomes
2. 375 Residential Units
3. Open Space
4. 453 Structured Garage Spaces

LA County

Site #10: 25841 Normandie Ave



Site #10 (LA County- 25841 Normandie Avenue) is a 9.50-acre site located along Normandie Avenue. The site currently contains a Kaiser Urgent Care facility with supporting medical uses on one half of the site, while the remaining area functions as a surface parking lot serving the medical facility.

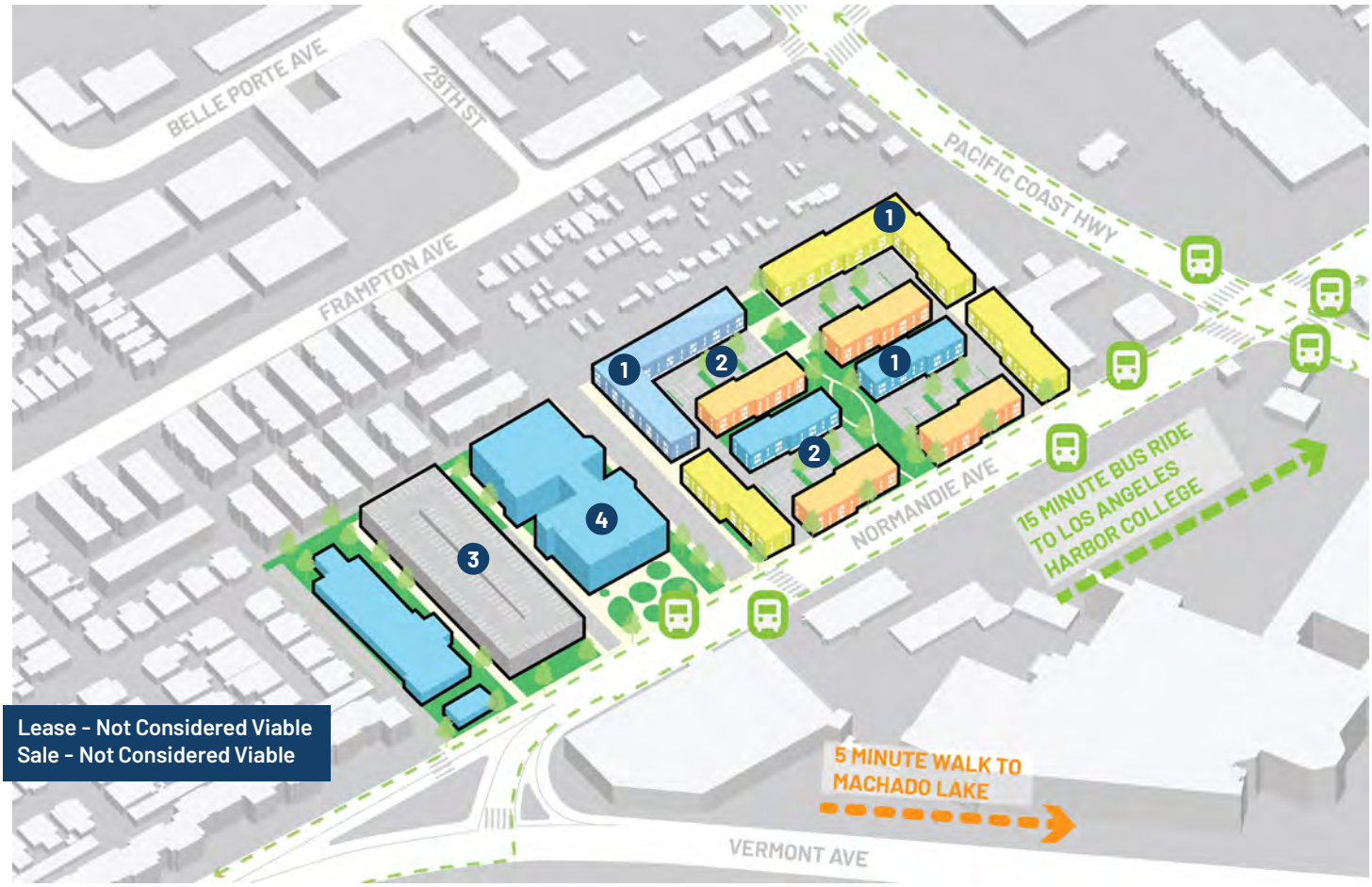
The development scenarios explore two approaches for introducing housing on site. In both scenarios, the existing surface parking area is developed for housing. One option minimizes structured parking by incorporating a mix of surface and tuck-under parking, while the second provides structured parking to support higher-intensity development. In both scenarios, displaced medical facility parking is accommodated through structured parking.

Hypothetical Redevelopment Scenario

- Medical adjacent housing
- Large surface lot redevelopment
- Proximity to transit options

KEY

1. 224 Residential Flats
2. 262 Surface + Tuck-under Parking Spaces
3. 693 Structured Parking Stalls (Hospital)
4. Existing Urgent Care and Medical Uses



Lease - Not Considered Viable
Sale - Not Considered Viable

Program

Site Acres	4.6
Net Commercial SF	-
Net Residential SF	191,010
Gross Parking / Bedroom	3.4
Total Bedrooms	281
Dwelling Units	224
DU / Acre	49

Costs & Revenue

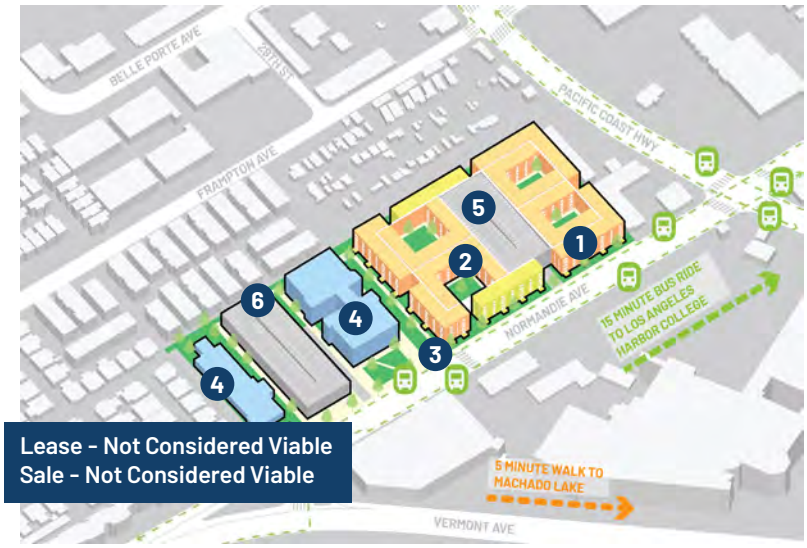
Land Cost / Net SF	$ 94
Parking Cost / Net SF	171
Development Cost / Net SF	332
Soft Cost / Net SF	110
Total Cost / Net SF	$ 707
Gross Rev / Net SF - Lease	$ 569
Gross Rev / Net SF - Sale	540
Return on Cost - Lease	-19.6%
Return on Cost - Sale	-23.7%

Lease - Not Considered Viable
Sale - Not Considered Viable

Affordable Housing

Potential Capacity - Lease Equivalent Low Units	0
Potential Capacity - Sale Equivalent Low Units	0

Other Hypothetical Redevelopment Scenario



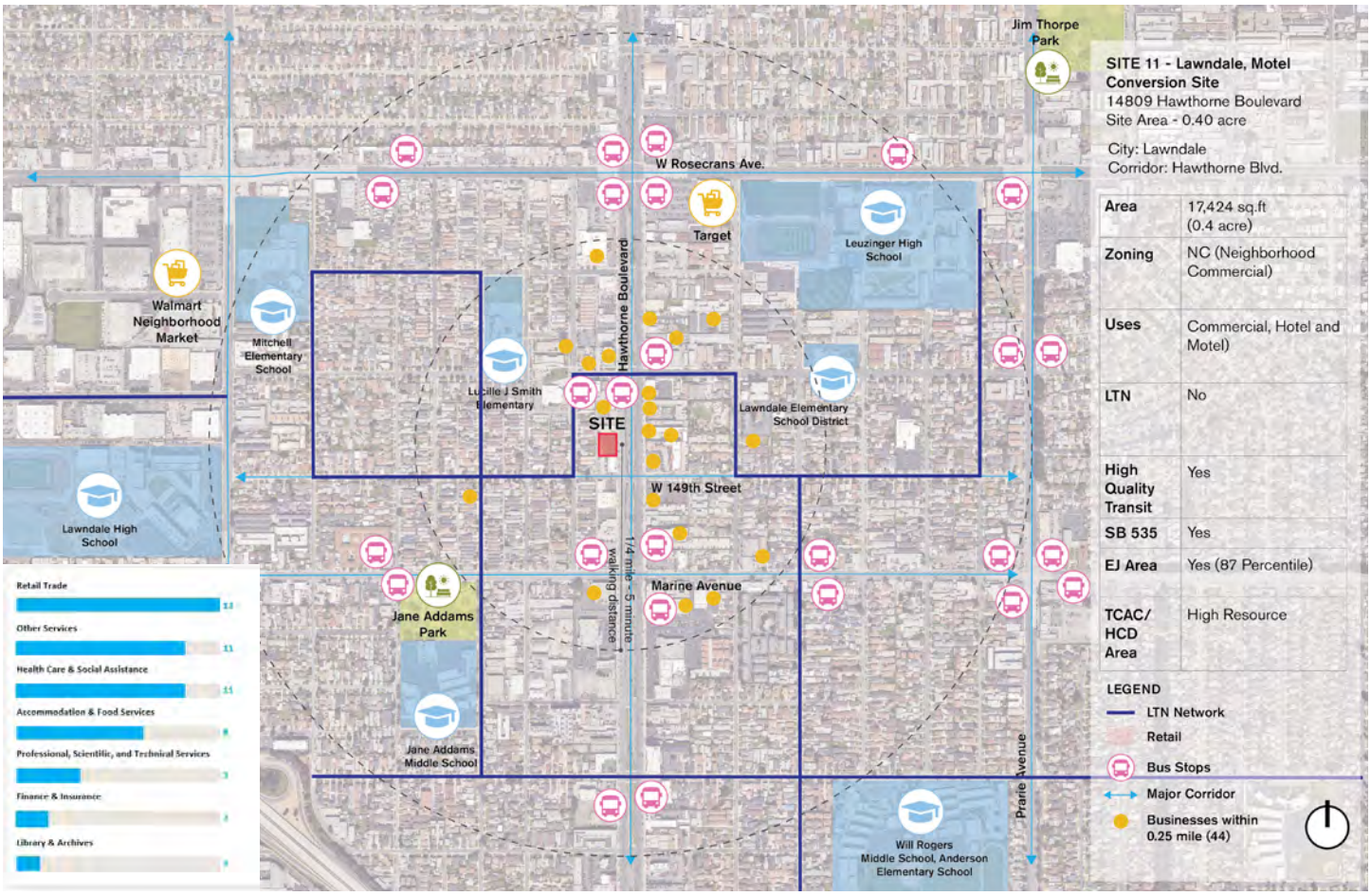
Wrap Typology (536 Units, 117 du/ac)

The wrap apartment concept increases unit yield through a higher-density residential typology. However, providing separate structured parking for the medical facility and housing increases project costs, constraining feasibility under current market conditions. The scenario was determined to be not considered viable.

1. 536 Residential Flats
2. Open Space
3. Paseo
4. Existing Urgent Care and Medical Uses
5. 573 Structured Parking Stalls (Residential)
6. 693 Structured Parking Stalls (Hospital)

City of Lawndale

Site #11: 14809 Hawthorne Blvd



Site #11 (Lawndale- 14809 Hawthorn Boulevard) is a 0.4-acre site located along Hawthorne Boulevard. The site is in proximity to retail destinations and is currently developed with a motel and surface parking.

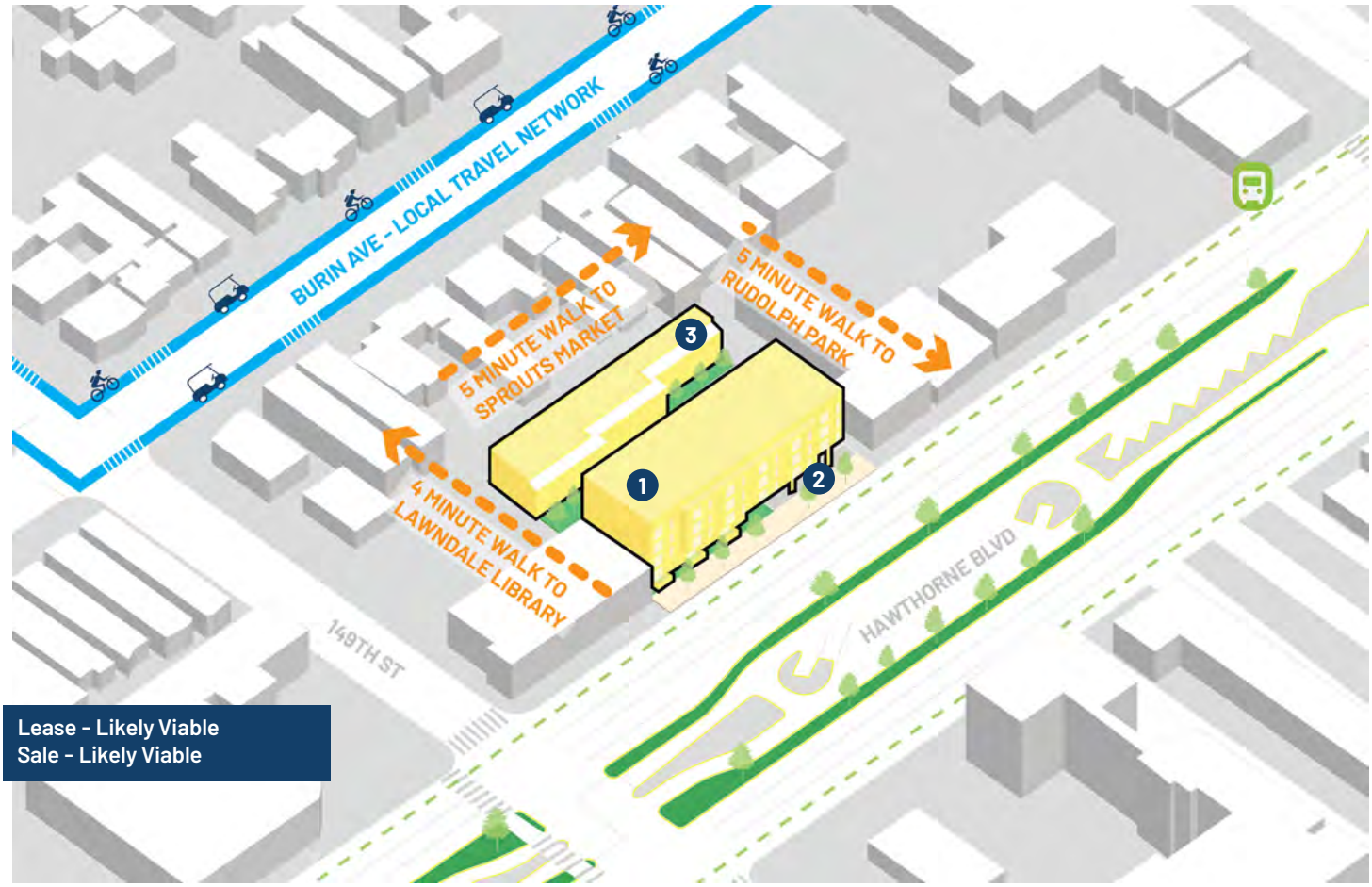
The development scenarios explore two redevelopment approaches. One option retains the existing motel building and adapts it for residential use, while the second considers comprehensive redevelopment of the site.

Hypothetical Redevelopment Scenario

- Motel to housing conversion
- Small infill project on commercial corridor
- Corridor intensification

KEY

1. 32 Senior Units
2. 16 Surface Parking Retained
3. Motel to Units Conversion (12 Units)



Lease - Likely Viable
Sale - Likely Viable

Program

Site Acres	0.4
Net Commercial SF	-
Net Residential SF	23,600
Gross Parking / Bedroom	0.4
Total Bedrooms	42
Dwelling Units	42
DU / Acre	105

Costs & Revenue

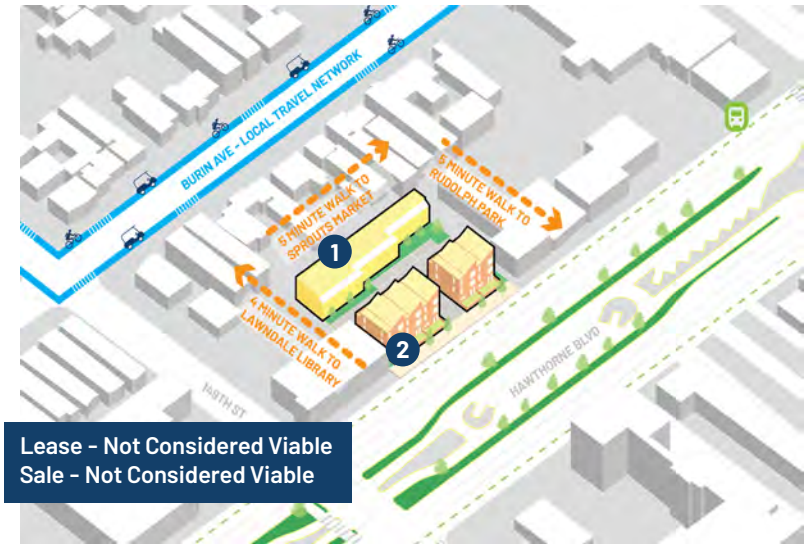
Land Cost / Net SF	$ 129
Parking Cost / Net SF	-
Development Cost / Net SF	326
Soft Cost / Net SF	95
Total Cost / Net SF	$ 551
Gross Rev / Net SF - Lease	$ 662
Gross Rev / Net SF - Sale	649
Return on Cost - Lease	20.3%
Return on Cost - Sale	17.8%

Lease - Likely Viable
Sale - Likely Viable

Affordable Housing

Potential Capacity - Lease Equivalent Low Units	5
Potential Capacity - Sale Equivalent Low Units	3

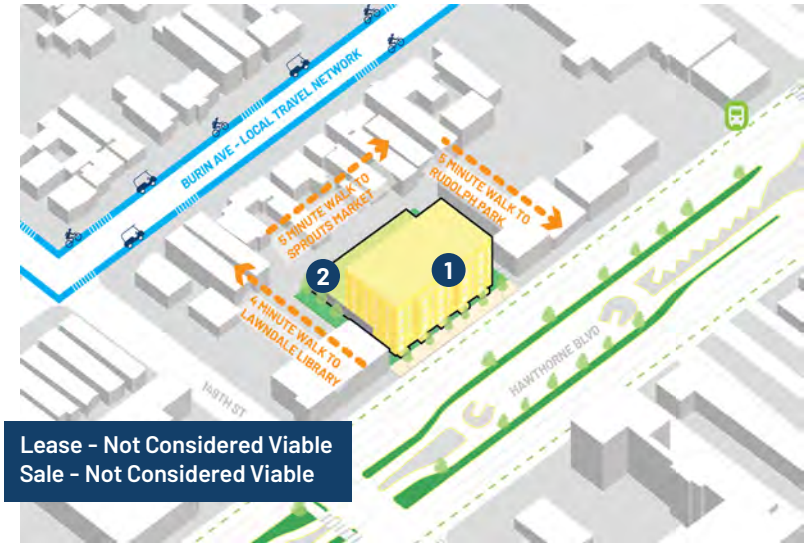
Other Hypothetical Redevelopment Scenarios



Townhomes with Adaptive Reuse of Motel (15 Units, 38 du/ac)

This scenario adapts the existing motel building for residential use while developing the remainder of the site with for-sale townhomes. Limited market support constrained overall feasibility. The scenario was determined to be not considered viable.

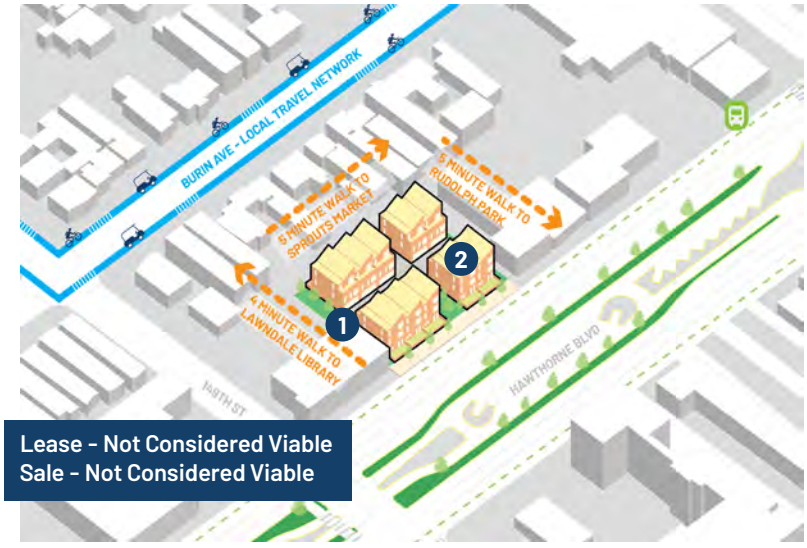
1. 12 Residential Units (Adaptive Reuse of Existing Motel Building
2. 5 3-Story Townhome Units with Tuck-under Parking



Podium Building (32 Units, 80 du/ac)

The podium apartment concept introduces a high-intensity residential typology fronting Hawthorne Boulevard. Higher construction costs, combined with market conditions, constrained overall feasibility. The scenario was determined to be not considered viable.

1. 32 Residential Flats
2. 32 Podium Parking Spaces



Townhomes (10 Units, 25 du/ac)

The for-sale townhome concept introduces a lower-intensity residential typology across the site. Limited market support constrained overall feasibility. The scenario was determined to be not considered viable.

1. 10 3-Story Townhome Units with Tuck-under Parking
2. 24' Wide Driveway

City of Lomita

Site #12: 2347 Pacific Coast Highway

Site #12 (Lomita- 2347 Pacific Coast Highway) is a 1.70-acre site located along Pacific Coast Highway. The site currently contains six cottage homes with shared open space for residents, along with several existing retail shops supported by surface parking.

The development scenarios explore two redevelopment approaches. One option retains the existing cottage homes and retail uses while introducing additional housing density. The second option considers comprehensive redevelopment of the site.

Hypothetical Redevelopment Scenario

- Existing retail preservation and housing integration
- Corridor intensification
- Proximity to neighborhood park

KEY

1. 143 Residential Flats
2. 177 Structured Garage Spaces

Lease - Likely Viable
Sale - Not Considered Viable

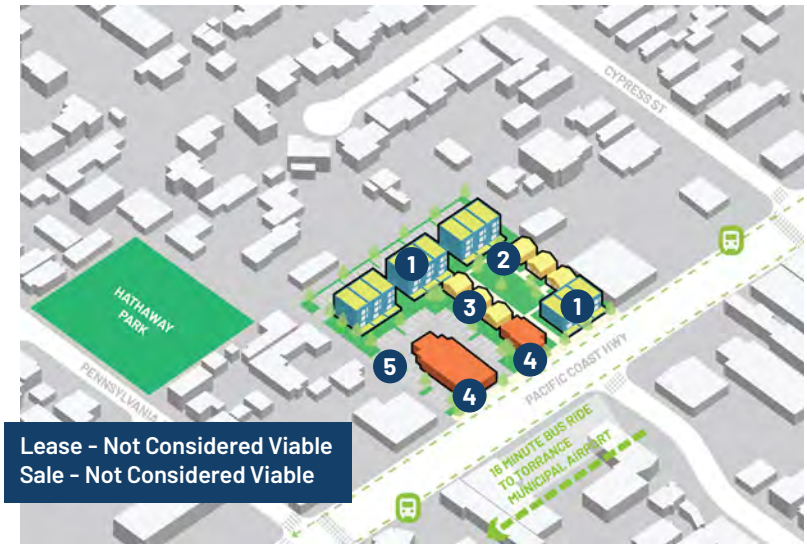
Program	
Site Acres	1.7
Net Commercial SF	-
Net Residential SF	121,410
Gross Parking / Bedroom	1.0
Total Bedrooms	178
Dwelling Units	143
DU / Acre	84

Costs & Revenue	
Land Cost / Net SF	$ 67
Parking Cost / Net SF	69
Development Cost / Net SF	351
Soft Cost / Net SF	111
Total Cost / Net SF	$ 597
Gross Rev / Net SF - Lease	$ 645
Gross Rev / Net SF - Sale	589
Return on Cost - Lease	7.9%
Return on Cost - Sale	-1.4%

Lease - Likely Viable
Sale - Not Considered Viable

Affordable Housing	
Potential Capacity - Lease Equivalent Low Units	3
Potential Capacity - Sale Equivalent Low Units	0

Other Hypothetical Redevelopment Scenarios



Development with Retained Townhomes and Retail (11 Units, 16 du/ac)

This scenario retains the existing cottage homes and retail uses while introducing additional housing. The limited development area does not achieve sufficient density to support financial feasibility under current market conditions. The scenario was determined to be not considered viable.

1. 12 3-Story Townhomes with Tuck-under Parking
2. Open Space
3. 6 Existing Townhomes Retained
4. Existing Retail Retained
5. 32 Surface Parking Stalls Retained

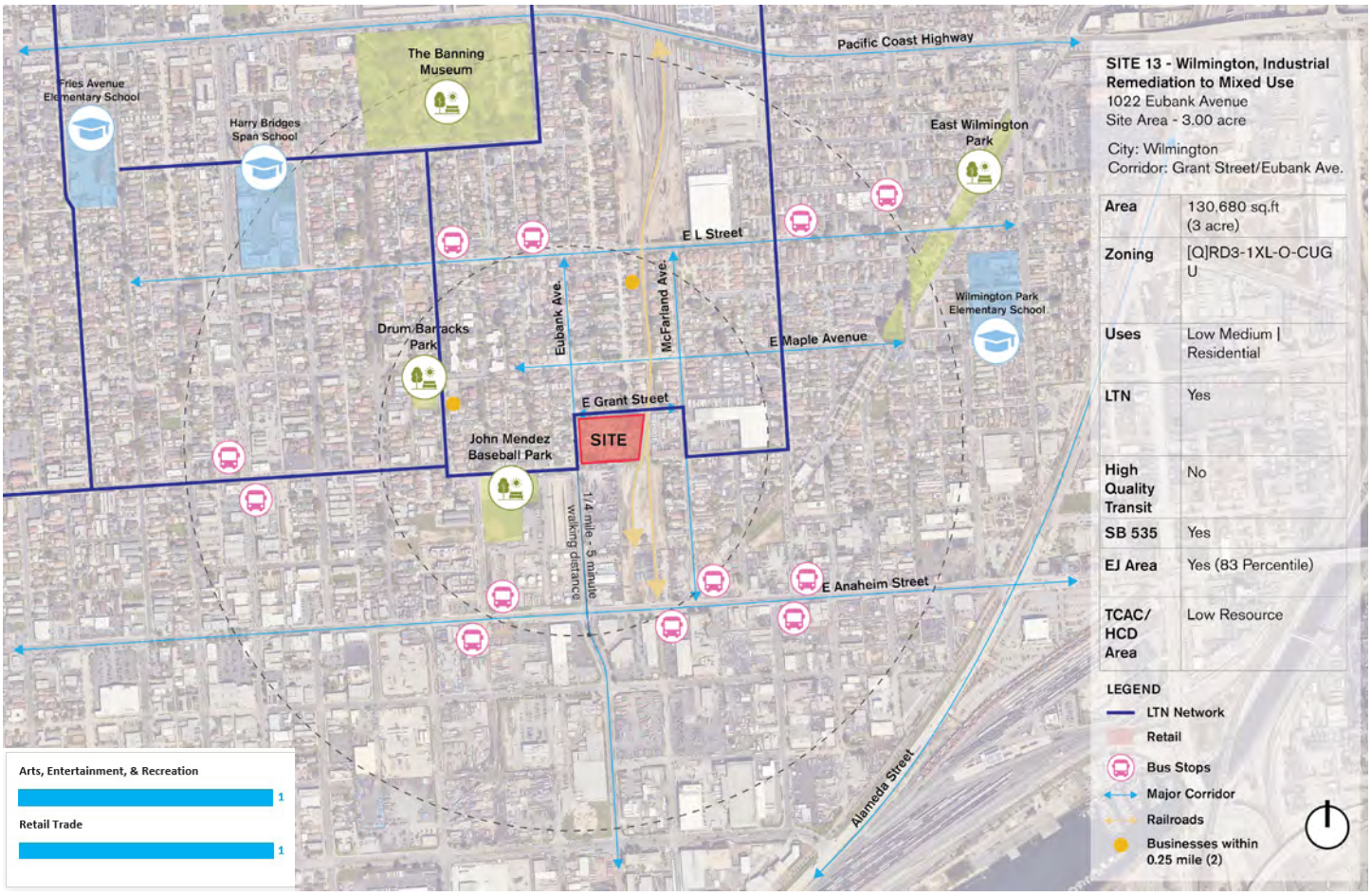
Podium Apartments with Retail Retained (89 Units, 52 du/ac)

The podium apartment concept retains existing retail building, while introducing residential development. Higher construction costs associated with the typology, combined with market conditions, constrain overall feasibility. The scenario was determined to be not considered viable.

1. 89 Residential Flats
2. 90 Podium Parking
3. Existing Retail Retained
4. 32 Surface Parking Stalls Retained

Wilmington, City of LA

Site #13: 1022 Eubank Ave



Site #13 (Wilmington-1022 Eubank Avenue) is a 3-acre site located adjacent to single-family neighborhoods and industrial uses. A railway line runs along the eastern edge of the site. The site currently contains industrial uses, including an existing building with notable architectural features.

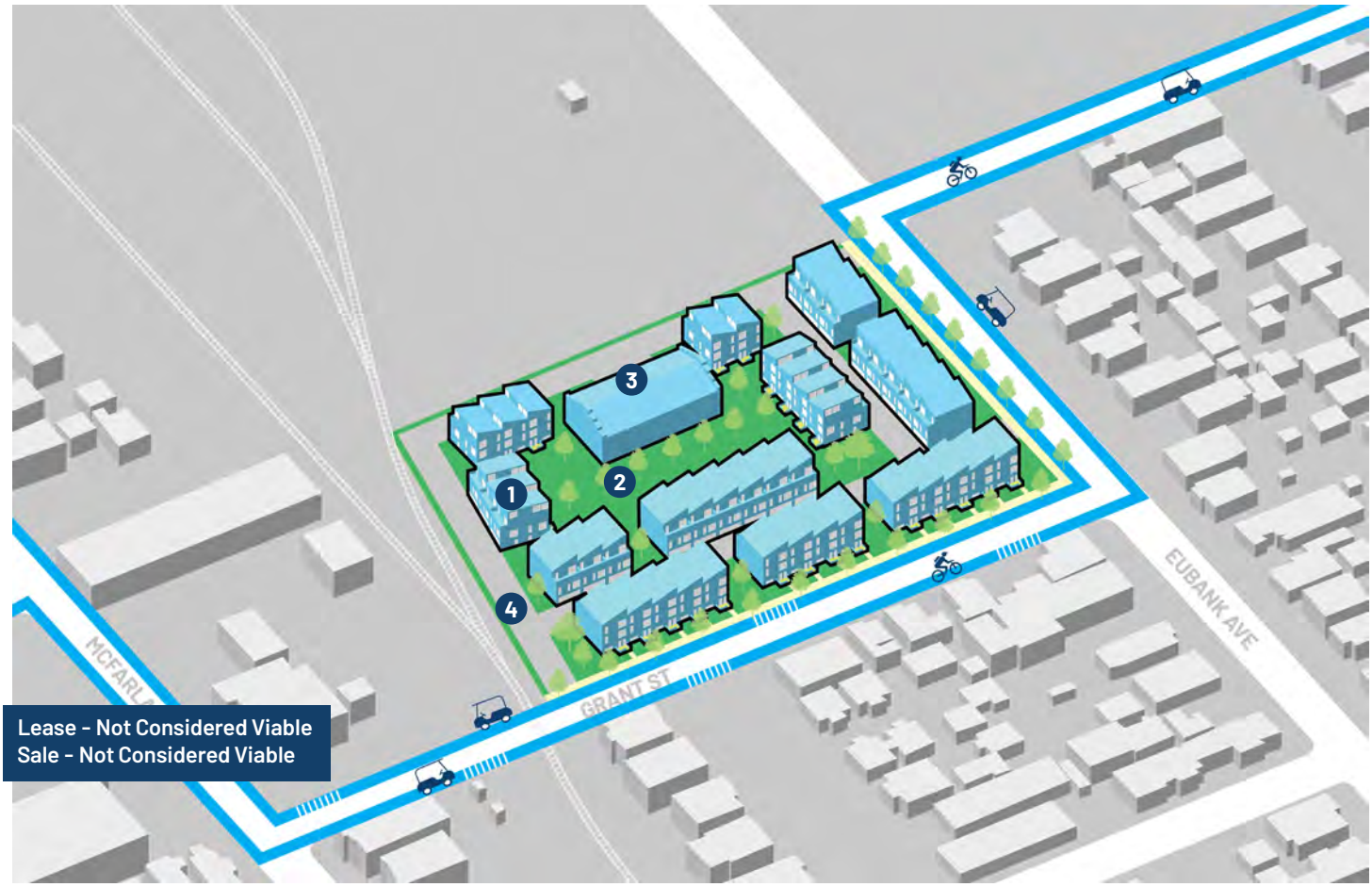
The development scenarios explore two redevelopment approaches. One option retains the existing building and integrates new housing, while the second considers comprehensive redevelopment of the site. The scenarios test increasing levels of residential intensity, ranging from lower-intensity for-sale townhomes to higher-density wrap apartment configurations. Across all options, careful consideration is given to the transition between new residential development and adjacent industrial uses.

Hypothetical Redevelopment Scenario

- Industrial site redevelopment
- Adaptive reuse for housing
- Adjacent and connected to local travel network

KEY

1. 43 3-Story Townhomes with Tuck-under Parking
2. Open Space
3. Existing Building Retained for Housing (5 Units)
4. 24' Wide Driveway



Lease - Not Considered Viable
Sale - Not Considered Viable

Program

Site Acres	3.0
Net Commercial SF	-
Net Residential SF	80,250
Gross Parking / Bedroom	0.6
Total Bedrooms	139
Dwelling Units	48
DU / Acre	16

Costs & Revenue

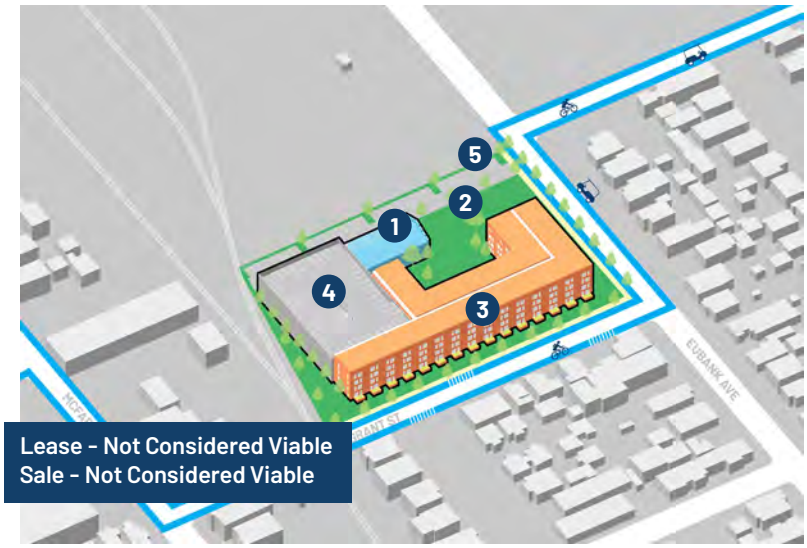
Land Cost / Net SF	$ 130
Parking Cost / Net SF	-
Development Cost / Net SF	260
Soft Cost / Net SF	62
Total Cost / Net SF	$ 452
Gross Rev / Net SF - Lease	$ 378
Gross Rev / Net SF - Sale	415
Return on Cost - Lease	-16.3%
Return on Cost - Sale	-8.2%

Lease - Not Considered Viable
Sale - Not Considered Viable

Affordable Housing

Potential Capacity - Lease Equivalent Low Units	0
Potential Capacity - Sale Equivalent Low Units	0

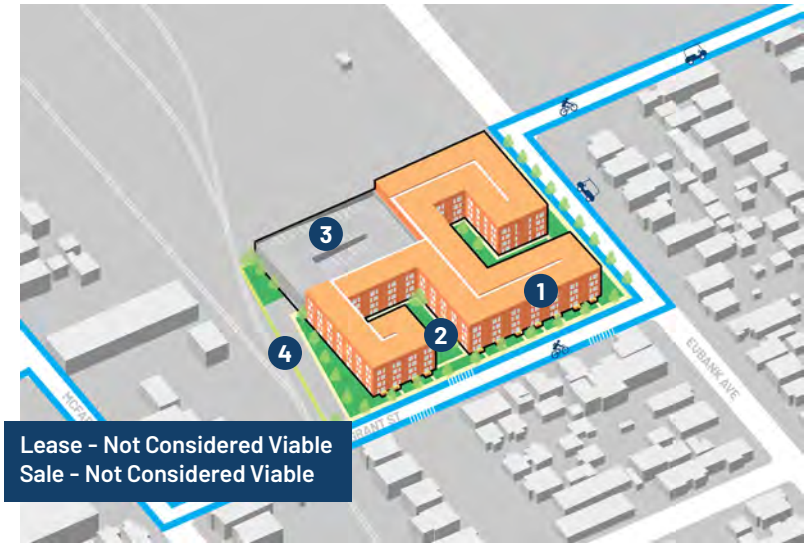
Other Hypothetical Redevelopment Scenarios



Wrap Typology with Retaining Existing Building (121 Units, 40 du/ac)

The four-story wrap apartment concept retains the existing building as a community amenity while introducing higher-density residential development. Market conditions and the cost implications of the typology constrain overall feasibility. The scenario was determined to be not considered viable.

1. Community (Existing Building Adapted)
2. Open Space
3. 121 Residential Flats
4. 297 Structured Garage Parking
5. 35 Surface Parking Spaces



Wrap Typology (224 Units, 75 du/ac)

The comprehensive redevelopment scenario introduces a four-story wrap apartment typology across the site. While increasing residential capacity, market conditions and typology-related costs limit overall development feasibility. The scenario was determined to be not considered viable.

1. 224 Residential Flats
2. Open Space
3. 237 Structured Garage Parking
4. 24' Wide Driveway

RESOLUTION NO. 26-113

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, ADOPTING THE SOUTH BAY CITIES COUNCIL OF GOVERNMENTS' REGIONAL EARLY ACTION PLANNING 2.0 COMMERCIAL REDEVELOPMENT TO HOUSING STUDY AND DIRECTING STAFF TO PURSUE APPLICABLE STUDY RECOMMENDATIONS

WHEREAS, the South Bay Cities Council of Governments ("SBCCOG") obtained funding from the Southern California Association of Governments ("SCAG") through the Regional Early Action Planning ("REAP") 2.0 grant program to support housing implementation activities; and

WHEREAS, building upon SBCCOG's prior REAP 1.0 work, the REAP 2.0 Commercial Redevelopment to Housing Study ("Study") provides a framework for advancing infill housing on underutilized commercial properties and identifies strategies to address barriers to housing production; and

WHEREAS, many South Bay communities have unique postwar suburban development patterns with an abundance of strip malls, regional malls, industrial parks, office centers, gas stations, car dealerships, and other uses that are experiencing a declining demand changing market conditions or potential future obsolescence; and

WHEREAS, the Study evaluates how underutilized commercial properties may provide opportunities for additional housing and identifies market and development considerations associated with the conversion or redevelopment of such properties for residential uses; and

WHEREAS, the three participating cities of Carson, Hawthorne, and Torrance, each selected two sites within their respective jurisdictions for detailed redevelopment feasibility analysis; and

WHEREAS, the Study incorporated input from housing developers to better understand development feasibility and challenge associated with various housing typologies within the South Bay region; and

WHEREAS, the Study provides the participating cities with practical concepts and technical guidance to support thoughtful redevelopment of underutilized commercial sites for housing and to inform future planning efforts in response to Regional Housing Needs Allocation ("RHNA") requirements, including preparation for the 7th Cycle Housing Element; and

WHEREAS, as part of the REAP 2.0 study, City staff coordinated with the SBCCOG and its consultant team to identify and evaluate the potential redevelopment of the following two commercially zoned properties within the City of Carson from commercial uses to housing: 24209 Avalon Blvd. (Site 1) and 20700 Avalon Blvd. (Site 2); and

WHEREAS, the Study identified six key takeaways regarding the potential housing redevelopment: 1. housing redevelopment follows market strength; 2. certain commercial site types are more attractive for conversion than others; 3. feasibility depends not only on density, but also on the relationship between housing and parking; 4. place, quality and design can expand site suitability and development feasibility; 5. affordable housing generally requires public intervention; and 6. regulatory certainty and development processes can significantly shape project outcomes; and

WHEREAS, the Study includes the following recommendations applicable to the City of Carson: 1. identifying Opportunity Sites by utilizing the Study's site inventory containing the identified two potential sites to prioritize outreach to owners of large, low-intensity corridor parcels, mall outparcels and surface-parking-dominated identified as having high potential for conversion to housing; and 2. evaluate opportunities to expand workforce, veteran, and senior housing helping to address the gap between affordable and market-rate housing while supporting local economic growth; and

WHEREAS, proactive City engagement may facilitate early identification of opportunities, clarify applicable requirements, and support more efficient redevelopment processes; and

WHEREAS, following review of the Study and its findings, and in coordination with SBCCOG, the City Council considered and now sees fit to adopt this Resolution No. 26-113 approving the Study as provided below; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

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

SECTION 1. RECITALS. The City Council finds that the foregoing recitals are true and correct and are incorporated herein by reference.

SECTION 2. Adoption of REAP 2.0 Commercial Redevelopment to Housing Study. The City Council hereby adopts the South Bay Cities Council of Governments (SBCCOG) REAP 2.0 Commercial Redevelopment to Housing Study as a planning and policy resource for the City of Carson and directs City staff to pursue, as appropriate, the Study recommendations applicable to the City of Carson, including continued evaluation of opportunities to facilitate housing redevelopment on the identified opportunity properties.

SECTION 3. Opportunity Sites and Further Evaluation. The City Council acknowledges the Study's identification of 24209 Avalon Boulevard (Site 1), and 20700 Avalon Boulevard (Site 2) as commercially zoned sites evaluated for potential redevelopment to housing. The City Council directs staff to utilize the Study's findings and site typology framework, as appropriate, in future outreach, planning, development review, and evaluation of potential housing opportunities, subject to applicable law, site-specific conditions, market conditions, and future discretionary approvals.

SECTION 4. Implementation and Process Evaluation. The City Council directs staff, as appropriate, to evaluate opportunities to implement the Study's recommendations through appropriate planning, development, outreach, and process-streamlining efforts, including consideration of opportunities to facilitate workforce, veteran, senior, affordable, and market-rate housing where appropriate and consistent with applicable law and City planning policies.

SECTION 5. No Entitlement or Approval of Specific Development. Nothing in this Resolution shall be construed as approving or entitling any specific development project, changing zoning or land use designation or ministerial development approval. Any future development proposal shall be subject to all applicable laws, regulations, General Plan policies, zoning requirements, environmental review requirements, and required public review and discretionary approvals.

SECTION 6. **SEVERABILITY.** The City Council declares that should any provision, section, paragraph, sentence or word of this Resolution be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this Resolution as hereby adopted

shall remain in full force and effect.

SECTION 7. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon its adoption by the City Council.

SECTION 8. **CERTIFICATION.** The City Clerk shall certify to the adoption of the Resolution and enter it into the book of original Resolutions of the City of Carson.

[Signatures on the following page]

PASSED, APPROVED and **ADOPTED** at a regular meeting of the City Council on this 6th of October 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. 26-113 passed and adopted by the Carson City Council at its meeting held on the 6th day of October, 2026, by the following roll call vote:

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

_____
Dr. Khaleah K. Bradshaw, City Clerk

CITY OF CARSON

701 East Carson Street

Report to Honorable Mayor and City Council

Tuesday, October 6, 2026, 5:00 PM

CONSENT 24.

To: Honorable Mayor and City Council

From: John Raymond, Executive Director CRA Administration

Subject: CONSIDER APPROVAL OF MEASURE M FUNDING AGREEMENT, MULTI-YEAR SUBREGIONAL PROGRAMS, WITH LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY IN THE AMOUNT OF $8,000,000 FOR THE CONSTRUCTION OF LENARDO DRIVE IN THE CITY OF CARSON AND RESOLUTION NO. 26-112, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON AMENDING THE CAPITAL IMPROVEMENT PROJECTS BUDGET IN THE AMOUNT OF $8,000,000 TO INCORPORATE THE GRANT INTO PROJECT NO. 1617, LENARDO DRIVE (CITY COUNCIL)

I. SUMMARY

This Measure M Funding Agreement, Multi-Year Subregional projects made by the Los Angeles County Metropolitan Transportation Authority (LA Metro) to the City of Carson in the amount of $8,000,000 is for the construction of Lenardo Drive. The Budget Resolution appropriates the funds into this year's Capital Improvement Program budget.

II. RECOMMENDATION

TAKE take the following actions:

1. APPROVE the Measure M Funding Agreement, Multi-Year Subregional Programs, with the Los Angeles County Metropolitan Transportation Authority (LA Metro) in the amount of $8,000,000 for the Lenardo Drive Project; and,
2. AUTHORIZE the Mayor to execute the Agreement following approval as to form by the City Attorney; and,
3. WAIVE further reading and ADOPT Resolution No. 26-112, "A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2026-27 BUDGET IN THE CAPITAL IMPROVEMENT PROJECTS FUND TO RECEIVE $8,000,000 FOR THE LENARDO DRIVE PROJECT, PROJECT NO. 1617."

III. ALTERNATIVES

TAKE another action the City Council deems appropriate.

IV. BACKGROUND

This Measure M Funding Agreement, Multi-Year Subregional projects made by the Los Angeles County Metropolitan Transportation Authority (LA Metro) to the City of Carson in the amount of $8,000,000 is for the construction of Lenardo Drive (the historical name for what is currently named Stadium Way in the City of Carson), a nearly one-mile public street that is being constructed/reconstructed by the Carson Reclamation Authority (“CRA”) to facilitate the development of the 157 acre former Cal Compact Landfill, one of the largest undeveloped parcels on the 405 Freeway in LA County and a critical property for the economic development of Carson.

LA Metro's Board authorized the grant on September 25, 2025. The scope of the LA Metro-funded work is Asphalt Paving, Landscaping and Irrigation, and Traffic Signals and Streetlights for the Lenardo Drive project in Carson. While the award from Metro is $8,000,000, this is a $60.4 million contractor scope of work with a $73.3 million overall project cost.

The CRA was created to undertake work and assume the environmental liability on behalf of the City in contaminated-land projects and is a necessary tool for the City to be able to complete these projects. All public infrastructure construction work on the site is performed by the CRA and not the City. As such, the CRA has undertaken the design and entitlement of Lenardo Drive, including the civil engineering design including grading, hydrology, stormwater, street improvement plans, striping and signaling, and streetlights; median island landscaping, geotechnical and structural foundations; and utility design. Utilities include Southern California Edison, Southern California Gas, Spectrum, AT&T, California Water Company (domestic water), West Basin Municipal Water District (recycled water), and LA County Public Works (sewer and storm drain). Construction began on June 26, 2025.

All the utility plans for the site (which travel through the public street) were redesigned based on changes to the project. The previous owner did not fully complete all the utility design and approval before they conveyed the site to the CRA in 2015, and everything that was completed had to be reapproved based on changes based on the Cell 3, 4, and 5 site design to incorporate its impacts on traffic and street design. With logistics being significant land uses in the new site plan, the entire project underwent another Specific Plan amendment, and several changes were made to Lenardo and Stamps Drives including driveway modifications on both sides of Lenardo; measures to limit or prohibit truck traffic from entering from or exiting to Avalon Boulevard; reducing median width at certain intersections to accommodate truck movements, which had a spillover effect on both streetlight location and landscaping; widening Stamps Drive to add an additional left turn onto Del Amo; and the installation of additional storm drain inlets on the Cells 3, 4, and 5 side of Lenardo due to the changed hydrology.

A key part of the Lenardo design is that the street now crosses the Torrance Lateral (owned by LA County Flood Control) and passes through Caltrans right of way associated with the Avalon on/off ramps on the 405 Freeway. The former RDA constructed a bridge over the lateral and received easements for street and highway purposes from LA County Flood Control for the bridge and the approaches on either end. The freeway ramp was a joint project between the former RDA and Caltrans. Caltrans will allow the CRA to access the ramp for the installation of the water lines. Cal Water will own the water line and electrical conduit will be installed by the CRA.

The grant will be reimbursed to the City on a quarterly basis by LA Metro for costs tied to the scope of work. The agreement anticipated disbursements over six quarters.

V. FISCAL IMPACT

This grant is for $8,000,000, to be reimbursed to the City over the remaining work on the Lenardo Drive project. The grant will be reimbursed to the City on a quarterly basis by LA Metro. The agreement anticipated disbursements over six quarters.

VI. EXHIBITS

1. Measure M Funding Agreement, Multi-Year Subregional Programs,
2. Resolution No. 26-112 - Metro Grant

Attachments

MM5507.23-FA with attachment

Resolution No. 26-112 - Metro Grant

MEASURE M FUNDING AGREEMENT
MULTI-YEAR SUBREGIONAL PROGRAMS

This Funding Agreement ("FA") is made and entered into effective as of July 21, 2026 ("Effective Date"), and is by and between the Los Angeles County Metropolitan Transportation Authority ("LACMTA") and City of Carson ("GRANTEE") for Lenardo Drive Street Construction, LACMTA Project ID# MM5507.23 and FTIP# LA9919585, (the "Project"). This Project is eligible for funding under Line 63 of the Measure M Expenditure Plan.

WHEREAS, LACMTA adopted Ordinance #16-01, the Los Angeles County Traffic Improvement Plan, on June 23, 2016 (the "Ordinance"), which Ordinance was approved by the voters of Los Angeles County on November 8, 2016 as "Measure M" and became effective on July 1, 2017.

WHEREAS, the funding set forth herein is intended to fund Construction of the Project.

WHEREAS, the LACMTA Board, at its September 25, 2025 meeting, programmed $8,000,000 in Measure M Funds to GRANTEE for Construction, subject to the terms and conditions contained in this FA; and

WHEREAS, the Funds are currently programmed as follows: $8,000,000 in Measure M Funds in Fiscal Year (FY) 2025-26. The total designated for Construction of the Lenardo Drive Street Construction is $8,000,000.

NOW, THEREFORE, the parties hereby agree as follows:

The terms and conditions of this FA consist of the following and each is incorporated by reference herein as if fully set forth herein:

1. Part I – Specific Terms of the FA
2. Part II – General Terms of the FA
3. Attachment A – Project Funding
4. Attachment B – Expenditure Plan- Cost & Cash Flow Budget
5. Attachment C – Scope of Work
6. Attachment D – Project Reporting and Expenditure Guidelines
7. Attachment D-1 – Intentionally omitted
8. Attachment D-2 – Quarterly Progress/Expenditure Report
9. Attachment E – Federal Transportation Improvement Program (FTIP) Sheet
10. Attachment F – Bond Requirements
11. Attachment G – List of Procurement Documents
12. Any other attachments or documents referenced in the above documents

In the event of a conflict, the Special Grant Conditions, if any, shall prevail over the Specific Terms of the FA and any attachments and the Specific Terms of the FA shall prevail over the General Terms of the FA.

IN WITNESS WHEREOF, the parties have caused this FA to be executed by their duly authorized representatives as of the dates indicated below:

LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: _____ Date: _____
Stephanie Wiggins
Chief Executive Officer

APPROVED AS TO FORM:

Dawyn R. Harrison
County Counsel

By: _____ Date: _____
Deputy

Digitally signed by: 4dd8a4b6-a104-429a-9907-9b6d6de7c696
DN: CN = 4dd8a4b6-a104-429a-9907-9b6d6de7c696
Date: 2026.09.17 16:24:58 -08'00'

GRANTEE:

City of Carson

By: _____ Date: _____
Lula Davis-Holmes
City Mayor

APPROVED AS TO FORM:

Sunny K. Soltani
City Attorney

By: _____ Date: _____

ATTEST:

By: _____ Date: _____
Dr. Khaleah K. Bradshaw
City Clerk

PART I
SPECIFIC TERMS OF THE FA

1. Title of the Project (the "Project"): Lenardo Drive Street Construction – Construction of the Project. LACMTA Project ID# MM5507.23, FTIP# LA9919585.

2. Grant Funds:

2.1 Programmed Funds for this Project consist of Measure M Funds.

2.2 To the extent the Measure M Funds are available; LACMTA shall make to GRANTEE a grant of the Measure M funds in the amount of $8,000,000 (the "Funds") for the Project. LACMTA Board of Directors' action of September 25, 2025 granted the Measure M Funds for the Project. The Funds are programmed over One (1) year for Fiscal Year (FY) 2025-26.

3. This grant shall be paid on a reimbursement basis. GRANTEE must provide the appropriate supporting documentation with the Quarterly Progress/Expenditure Report. GRANTEE Funding Commitment, if applicable, must be spent in the appropriate proportion to the Funds with each quarter's expenditures. LACMTA will withhold five percent (5%) of eligible expenditures per invoice as retention pending an audit of expenditures and completion of scope of work.

4. **Attachment A** the "Project Funding" documents all sources of funds programmed for the Project as approved by LACMTA. The Project Funding includes the total programmed funds for the Project, including the Funds programmed by LACMTA and, if any, the GRANTEE Funding Commitment of other sources of funding. The Project Funding also includes the fiscal years in which all the funds for the Project are programmed. The Funds are subject to adjustment by subsequent LACMTA Board Action.

5. **Attachment B** is the Expenditure Plan- Cost & Cash Flow Budget (the "Expenditure Plan"). It is the entire proposed cash flow, the Budget and financial plan for the Project, which includes the total sources of all funds programmed to the Project, including GRANTEE and other entity funding commitments, if any, for this Project as well as the fiscal year and quarters the Project funds are anticipated to be expended. GRANTEE shall update the Expenditure Plan annually, no later than December 31, and such update shall be submitted to LACMTA's Senior Executive Officer managing the Measure M Multi-Year Subregional Program in writing. If the LACMTA's Senior Executive Officer managing the Measure M Multi-Year Subregional Program concurs with such updated Expenditure Plan in writing, Attachment B shall be replaced with the new Attachment B setting forth the latest approved Expenditure Plan. Payments under this FA shall be consistent with Attachment B as revised from time to time. Any change to the final milestone date must be made by a fully executed amendment to this FA.

6. **Attachment C** is the "Scope of Work". The GRANTEE shall complete the Project as described in the Scope of Work. This Scope of Work shall include a detailed description of the Project and the work to be completed, including anticipated Project milestones and a schedule

consistent with the lapsing policy in Part II, Section 9, and a description of the Project limits, if the Project is a capital project. No later than December 31 of each year, GRANTEE shall notify LACMTA if there are any changes to the final milestone date set forth in the schedule or any changes to the Scope of Work. If LACMTA agrees to such changes, the parties shall memorialize such changes in an amendment to this FA. Work shall be delivered in accordance with the schedule and scope identified in this FA unless otherwise agreed to by the parties in writing in an amendment to this FA. If GRANTEE fails to meet milestones or fails to deliver the Project, LACMTA will have the option to suspend or terminate the FA for default as described in Part II, Sections 2, 9, 10 and 11 herein below. To the extent interim milestone dates are not met but GRANTEE believes and can show documentation acceptable to LACMTA supporting GRANTEE's ability to make up the time so as to not impact the final milestone date, GRANTEE shall notify LACMTA of such changes in its Quarterly Progress/Expenditure Reports and such interim milestone dates will automatically be amended to the latest interim milestone dates provided in the Quarterly Progress/Expenditure Reports Attachment D-2. In no event can the final milestone date be amended by a Quarterly Progress/Expenditure Report.

7. No changes to this FA, including but not limited to the Funds, and any other source of funds from LACMTA in the Project Funding, Expenditure Plan or the Scope of Work shall be allowed without an amendment to the original FA, approved and signed by both parties.

8. **Attachment D** is the "Project Reporting & Expenditure Guidelines". GRANTEE shall complete the "Quarterly Progress/Expenditure Report". The Quarterly Progress/Expenditure Report is attached to this FA as Attachment D-2 in accordance with Attachment D – Project Reporting and Expenditure Guidelines.

9. **Attachment E**, the "FTIP PROJECT SHEET (PDF)", is required to ensure that the Project is programmed correctly in the most up-to-date FTIP document. The FTIP PROJECT SHEET (PDF) can be found in ProgramMetro FTIP database under the reports section at https://programmetro.ecointeractive.com/secure2/login.asp. All projects that receive funding through Measure M must be programmed into the FTIP, which includes locally funded regionally significant projects for information and air quality modeling purposes. GRANTEE shall review the Project in ProgramMetro each year and update or correct the Project information as necessary during a scheduled FTIP amendment or adoption. GRANTEE will be notified of amendments and adoptions to the FTIP via e-mail. Changes to the FTIP through ProgramMetro should be made as soon as possible after GRANTEE is aware of any changes to the Project, but no later than October 1 of the year the change or update is effective. Should GRANTEE fail to meet this date, it may affect GRANTEE's ability to access funding, delay the Project and may ultimately result in the Funds being lapsed.

10. LACMTA anticipates it may need to avail itself of lower cost bonds or other debt, the interest on which is tax exempt for federal tax purposes (collectively, the "Bonds") to provide at least a portion of its funding commitments under this Agreement to GRANTEE. GRANTEE shall ensure that the expenditure of the Funds disbursed to GRANTEE does not jeopardize the tax-exemption of the interest, as specified in the Bond Requirements attached as **Attachment F** to this Agreement. GRANTEE agrees to provide LACMTA with progress reports, expenditure documentation, and any other documentation as reasonably requested by LACMTA and necessary for LACMTA to fulfill its responsibilities as the grantee or

administrator or bond issuer of the Funds. With regard to LACMTA debt financing to provide any portion of the Funds, GRANTEE shall take all reasonable actions as may be requested of it by LACMTA's Project Manager for the Project, to assist LACMTA in demonstrating and maintaining over time, compliance with the relevant sections of the Federal Tax Code to maintain such Bonds' tax status.

11. GRANTEE shall comply with the "Special Grant Conditions" attached as **Attachment H**, if any.

12. No changes to the (i) Grant amount, (ii) Project Funding, (iii) the Scope of Work (except as provided herein), (iv) Final milestone date or (v) Special Grant Conditions, shall be allowed without a written amendment to this FA, approved and signed by the LACMTA Chief Executive Officer or his/her designee and GRANTEE. Modifications that do not materially affect the terms of this FA, such as redistributing Funds among existing budget line items or non-material schedule changes must be formally requested by GRANTEE and approved by LACMTA in writing. Non-material changes are those changes which do not affect the grant amount or its schedule, Project Funding, or the Scope of Work, including the Work schedule.

13. LACMTA's Address:

Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012
Attention: Minji Kwon
LACMTA Project Manager
Mail Stop: 99-18-2
Phone: (213) 922-4164
Email: KwonM@metro.net

14. GRANTEE's Address:

City of Carson
701 East Carson Street
Carson, CA 90745
John Raymond
Executive Director
Phone: (310) 952-1773
Email: jraymond@carsonca.gov

PART II
GENERAL TERMS OF THE FA

1. TERM

The term of this FA shall commence on the Effective Date of this FA, and shall terminate upon the occurrence of all of the following, unless terminated earlier as provided herein: (i) the agreed upon Scope of Work has been completed; (ii) all LACMTA audit and reporting requirements have been satisfied; and (iii) the final disbursement of the Funds has been made to GRANTEE. All eligible Project expenses as defined in the Reporting and Expenditure Guidelines (Attachment D), incurred after the FA Effective Date shall be reimbursed in accordance with the terms and conditions of this FA unless otherwise agreed to by the parties in writing.

2. SUSPENSION OR TERMINATION

Should LACMTA determine there are insufficient Measure M Funds available for the Project, LACMTA may suspend or terminate this FA by giving written notice to GRANTEE at least thirty (30) days in advance of the effective date of such suspension or termination. If a Project is suspended or terminated pursuant to this section, LACMTA will not reimburse GRANTEE any costs incurred after that suspension or termination date, except those costs necessary to: (i) return any facilities modified by the Project construction to a safe and operable state; and (ii) suspend or terminate the construction contractor's control over the Project. LACMTA's share of these costs will be consistent with the established funding percentages outlined in this FA.

3. INVOICE BY GRANTEE

Unless otherwise stated in this FA, the Quarterly Progress/Expenditure Report, with supporting documentation of expenses, Project progress and other documents as required, which has been pre-approved by LACMTA, all as described in Part II, Section 6.1 of this FA, shall satisfy LACMTA invoicing requirements. Grantee shall only submit for payment the LACMTA pre-approved Quarterly Progress/Expenditure Report Packets to the LACMTA Project Manager at the email address shown in Part I and to LACMTA Accounts Payable Department as shown below.

Submit invoice with supporting documentation to:
ACCOUNTSPAYABLE@METRO.NET (preferable)
or
mail to:
Los Angeles County Metropolitan Transportation Authority
Accounts Payable
P. O. Box 512296
Los Angeles, CA 90051-0296
All invoice material must contain the following information:
Re: LACMTA Project ID# MM5507.23 and FA# 9200000000M550723
Minji Kwon; Mail Stop 99-18-2

4. USE OF FUNDS

4.1 GRANTEE shall utilize the Funds to complete the Project as described in the Scope of Work and in accordance with the Reporting and Expenditure Guidelines, the specifications for use for the transportation purposes described in the Ordinance, the Guidelines and the Multi-Year Subregional Programs Administrative Procedures.

4.2 Attachment C shall constitute the agreed upon Scope of Work between LACMTA and GRANTEE for the Project. The Funds, as granted under this FA, can only be used towards the completion of the Scope of Work detailed in Attachment C.

4.3 GRANTEE shall not use the Funds to substitute for any other funds or projects not specified in this FA. Further, GRANTEE shall not use the Funds for any expenses or activities above and beyond the approved Scope of Work (Attachment C) without an amendment to the FA approved and signed by the LACMTA Chief Executive Officer or his Designee. To the extent LACMTA provides GRANTEE with bond or commercial paper proceeds, such Funds may not be used to reimburse for any costs that jeopardize the tax exempt nature of such financings as reasonably determined by LACMTA and its bond counsel.

4.4 GRANTEE must use the Funds in the most cost-effective manner. If GRANTEE intends to use a consultant or contractor to implement all or part of the Project, LACMTA requires that such activities be procured in accordance with GRANTEE's contracting procedures and consistent with State law as appropriate. GRANTEE will also use the Funds in the most cost-effective manner when the Funds are used to pay "in-house" staff time. This effective use of funds provision will be verified by LACMTA through on-going Project monitoring and through any LACMTA interim and final audits.

4.5 GRANTEE'S employee, officers, councilmembers, board member, agents, or consultants (a "GRANTEE Party") are prohibited from participating in the selection, award, or administration of a third-party contract or sub-agreement supported by the Funds if a real or apparent conflict of interest would be involved. A conflict of interest would include, without limitation, an organizational conflict of interest or when any of the following parties has a financial or other interest in any entity selected for award: (a) a GRANTEE Party (b) any member of a GRANTEE Party's immediate family, (c) a partner of a GRANTEE Party; (d) any organization that employs or intends to employ any of the above. This conflict of interest provision will be verified by LACMTA through on-going Project monitoring and through any LACMTA interim and final audits.

4.6 If a facility, equipment (such as computer hardware or software), vehicle or property, purchased or leased using the Funds, ceases to be used for the proper use as originally stated in the Scope of Work, or the Project is discontinued, any Funds expended for that purpose must be returned to LACMTA as follows: GRANTEE shall be required to repay the Funds in proportion to the useful life remaining and in an equal proportion of the grant to GRANTEE Funding Commitment ratio.

4.7 If the Project requires the implementation of an Intelligent Transportation Systems ("ITS") project, GRANTEE shall ensure the Project is consistent with

the Regional ITS Architecture. Attachment G, the Los Angeles County Regional ITS Architecture (CONNECT-IT) Consistency Self-Certification Form, must be completed and signed for planned ITS projects and/or ITS projects that use local, state, or federal funds programmed or administered through LACMTA. Refer to www.laconnect-it.com to find information about the CONNECT-IT Service Packages.

4.8 If any parking facilities are designed and/or constructed using the Funds, GRANTEE shall coordinate with LACMTA parking program staff (see www.metro.net for staff listing) in the planning, design and management of the facility and shall ensure that its implementation is consistent with the LACMTA adopted parking policy. For the parking policy, see http://media.metro.net/projects_studies/call_projects/images/09%20Appendix%20D%20Parking%20Policy.pdf

5. REIMBURSEMENT OF FUNDS

Funds will be released on a reimbursement basis in accordance with invoices submitted in support of the Quarterly Progress/Expenditure Reports. LACMTA will make all disbursements electronically unless an exception is requested in writing. Reimbursements via Automated Clearing House (ACH) will be made at no cost to GRANTEE. GRANTEE must register in LACMTA's iSupplier portal and submit an application before grant payments can be made. The link to the portal can be found at http://media.metro.net/uploads/EBB/Vendor Portal Registration.pdf. GRANTEE must provide detailed supporting documentation with its Quarterly Progress/Expenditure Reports. GRANTEE Funding Commitment, if any, must be spent in direct proportion to the Funds with each quarter's payment.

6. REPORTING AND AUDIT REQUIREMENTS/PAYMENT ADJUSTMENTS

6.1 GRANTEE shall submit the draft of Quarterly Progress/Expenditure Report (Attachment D-2) within sixty (60) days after the close of each quarter on the last day of the months November, February, May and August to the LACMTA Project Manager for review and pre-approval of the applicable report. LACMTA Project Manager shall review and respond in writing to the draft Quarterly Progress/Expenditure Report within thirty (30) calendar days from receipt. Grantee shall submit the LACMTA pre-approved Quarterly Progress/Expenditure Report no later than five (5) days after receipt of LACMTA's written approval. Should GRANTEE fail to submit either the draft or pre-approved reports within five (5) days of the due date and/or submit incomplete reports, LACMTA will not reimburse GRANTEE until the completed required reports are received, reviewed, and approved. The Quarterly Progress/Expenditure Reports shall include all appropriate documentation (such as contractor invoices, timesheets, receipts, etc.), and any changes to interim milestone dates that do not impact the final milestone date. All supporting documents must include a clear justification and explanation of their relevance to the Project. If no activity has occurred during a particular quarter, GRANTEE will still be required to submit the Quarterly Progress/Expenditure Reports indicating no dollars were expended that quarter. If a request for reimbursement exceeds $500,000 in a single month, then GRANTEE can submit such an invoice once per month with supporting documentation. Expenses that are not invoiced to LACMTA Accounts Payable

within ninety (90) days after the lapsing date specified in Part II, Section 9.1 below are not eligible for reimbursement.

6.2 GRANTEE shall submit the Project expenditure estimates for the subsequent fiscal year by February of each year. LACMTA will use the estimates to determine the Project budget for the upcoming fiscal year.

6.3 LACMTA, and/or its designee, shall have the right to conduct audits of the Project as deemed appropriate, such as financial and compliance audits, interim audits, pre-award audits, performance audits and final audits. LACMTA will commence a final audit within six (6) months of receipt of acceptable final invoice, provided the Project is ready for final audit (meaning all costs and charges have been paid by GRANTEE and invoiced to LACMTA, and such costs, charges, invoices and proof of payments are properly documented and summarized in the accounting records to enable an audit without further explanation or summarization including actual indirect cost rates for the period covered by the FA period under review). GRANTEE agrees to establish and maintain proper accounting procedures and cash management records and documents in accordance with Generally Accepted Accounting Principles (GAAP). GRANTEE shall reimburse LACMTA for any expenditure not in compliance with the Scope of Work and/or not in compliance with other terms and conditions of this FA. The allowability of GRANTEE's own expenditures and contractors, consultants and suppliers expenditures submitted to LACMTA through GRANTEE's Quarterly Progress/Expenditures shall be in compliance with Federal Acquisition Regulation (FAR) Subpart 31 and/or 2 CFR Subtitle A, Chapter II, Part 20 (Uniform Guidance), whichever is applicable. Findings of the LACMTA audit are final. When LACMTA audit findings require GRANTEE to return monies to LACMTA, GRANTEE agrees to return the monies within thirty (30) days after the final audit is sent to GRANTEE.

6.4 GRANTEE's records shall include, without limitation, accounting records, written policies and procedures, contract files including procurement records, original estimates, correspondence, change order files (including documentation covering negotiated settlements), invoices, and any other supporting evidence deemed necessary by LACMTA to substantiate charges related to the Project (all collectively referred to as "records"). Such records shall be open to inspection and subject to audit and reproduction by LACMTA auditors or authorized representatives to the extent deemed necessary by LACMTA to adequately permit evaluation of expended costs. Such records subject to audit shall also include, without limitation, those records deemed necessary by LACMTA to evaluate and verify, direct and indirect costs, (including overhead allocations) as they may apply to costs associated with the Project. These records must be retained by GRANTEE for three years following final payment under this Agreement. Payment of retention amounts shall not occur until after the LACMTA's final audit is completed. For further clarity regarding the types of procurement records that the GRANTEE shall retain and provide upon request, please see **Attachment G**.

6.5 GRANTEE shall cause all contractors to comply with the requirements of Part II, Section 6, paragraphs 6.3 and 6.4 above. GRANTEE shall cause all contractors to cooperate fully in furnishing or in making available to LACMTA all records deemed necessary by LACMTA auditors or authorized representatives related to the Project.

6.6 LACMTA or any of its duly authorized representatives, upon reasonable written notice, shall be afforded access to all GRANTEE's records and its contractors related to the Project, and shall be allowed to interview any employee of GRANTEE and its contractors through final payment to the extent reasonably practicable.

6.7 LACMTA or any of its duly authorized representatives, upon reasonable written notice, shall have access to the offices of GRANTEE and its contractors, shall have access to all necessary records, including reproduction, at no charge to LACMTA, and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the terms and conditions of this FA.

6.8 When business travel associated with the Project requires use of a vehicle, the mileage incurred shall be reimbursed at the mileage rates set by the Internal Revenue Service (IRS), as indicated in the United States General Services Administration Federal Travel Regulation, Privately Owned Vehicle Reimbursement Rates.

6.9 GRANTEE shall be responsible for ensuring all contractors/ subcontractors for the Project comply with the terms of the Ordinance, the Guidelines and the Multi-Year Subregional Programs Administrative Procedures. GRANTEE shall cooperate with LACMTA Management Audit Services Department such that LACMTA can meet its obligations under the Ordinance, the Guidelines and the Multi-Year Subregional Programs Administrative Procedures.

6.10 GRANTEE shall certify each invoice by reviewing all contractor/subcontractor costs and maintaining internal control to ensure that all expenditures are allocable, allowable and reasonable and in accordance with OMB A-87 or FAR subpart 31 and 2 CFR Subtitle A, Chapter II, part 225, (whichever is applicable) and the terms and conditions of this FA.

6.11 GRANTEE shall also certify final costs of the Project to ensure all costs are in compliance with OMB A-87 or FAR subpart 31 and 2 CFR Subtitle A, Chapter II, part 225, (whichever is applicable) and the terms and conditions of this FA.

6.12 In addition to LACMTA's other remedies as provided in this FA, LACMTA may withhold the Funds if the LACMTA audit has determined that GRANTEE failed to comply with the Scope of Work (such as misusing Funds or failure to return Funds owed to LACMTA in accordance with LACMTA audit findings) and /or is severely out of compliance with other terms and conditions as defined by this FA, including the access to records provisions of Part II, Section 6.

7. <u>GRANT</u>

This is a one-time only grant of the Measure M Funds subject to the terms and conditions agreed to herein. This grant does not imply nor obligate any future funding commitment on the part of LACMTA.

8. SOURCES AND DISPOSITION OF FUNDS

8.1 The obligation for LACMTA to grant the Funds for the Project is subject to sufficient Funds being made available for the Project by the LACMTA Board of Directors. If such Funds are not made available as anticipated from Measure M Program revenues, LACMTA will have the right to adjust the cash flow accordingly until such funds become available. LACMTA shall have no obligation to provide any other funds for the Project, unless otherwise agreed to in writing by LACMTA.

8.2 GRANTEE shall fully fund and contribute the GRANTEE Funding Commitment, if any is identified in the Project Funding (Attachment A), towards the cost of the Project. If the Funds identified in Attachment A are insufficient to complete the Project, GRANTEE agrees to secure and provide such additional non-LACMTA programmed funds necessary to complete the Project.

8.3 GRANTEE shall be responsible for any and all cost overruns for the Project pursuant to Section 8.2.

8.4 GRANTEE shall be eligible for the Funds up to the grant amount specified in Part I, Section 2 of this FA subject to the terms and conditions contained herein. Any Funds expended by GRANTEE prior to the Effective Date of this FA shall not be reimbursed nor shall they be credited toward the GRANTEE Funding Commitment requirement, without the prior written consent of LACMTA. GRANTEE Funding Commitment dollars expended prior to the year the Funds are awarded shall be spent at GRANTEE's own risk, or as delineated in a Letter of No Prejudice executed by the prospective GRANTEE and LACMTA.

8.5 If GRANTEE receives outside funding for the Project in addition to the Funds identified in the Project Funding and the Expenditure Plan at the time this grant was awarded, this FA shall be amended to reflect such additional funding. If, at the time of final invoice or voucher, funding for the Project (including the Funds, GRANTEE Funding Commitment, and any additional funding) exceeds the actual Project costs, then the cost savings shall be applied in the same proportion as the sources of funds from each party to this FA as specified in the Project Funding and both the Funds and GRANTEE Funding Commitment required for the Project shall be reduced accordingly. LACMTA shall have the right to use any cost savings associated with the Funds at its sole discretion, including, without limitation, programming the unused Funds to another project or to another grantee within the subregion in accordance with the Ordinance, the Guidelines and the Multi-Year Subregional Programs Administrative Procedures. If, at the time of final voucher, it is determined that GRANTEE has received Funds in excess of what GRANTEE should have received for the Project, GRANTEE shall return such overage to LACMTA within 30 days from final voucher.

9. TIMELY USE OF FUNDS / REPROGRAMMING OF FUNDS

9.1 GRANTEE must demonstrate timely use of the Funds by:

(i) Executing this FA within **ninety (90) days** of receiving formal transmittal of the FA from LACMTA, or by December 31 of the first Fiscal Year in which the Funds are programmed, whichever date is later; and

(ii) Executing Contracts for Construction or Capital purchase within **twelve (12) months** from the date of completion of design; and

(iii) Delivering Work in accordance with schedule; changes to the schedule will require an Amendment to Attachment C to reflect updated milestone dates. Meeting the Project milestone due dates as agreed upon by the LACMTA and GRANTEE in Attachment C of this FA; and

(iv) Submitting the Quarterly Progress/Expenditure Reports as described in Part II, Section 6.1 of this FA; and

(v) Expending the Funds granted under this FA for allowable costs within **three years or 36 months** from July 1 of the Fiscal Year in which the Funds are programmed, unless otherwise stated in this FA. All Funds programmed for FY 2025-26 are subject to lapse by June 30, 2028.

9.2 In the event that the timely use of the Funds is not demonstrated as described in Part II, Section 9.1 of this FA, the Project will be reevaluated by LACMTA as part of its Annual Update process and the Funds may be reprogrammed to another project by the LACMTA Board of Directors in accordance with the Ordinance, the Guidelines and the Multi-Year Subregional Programs Administrative Procedures. In the event that all the Funds are reprogrammed, this FA shall automatically terminate.

10. DEFAULT

A Default under this FA is defined as any one or more of the following: (i) GRANTEE fails to comply with the terms and conditions contained herein; and/or (ii) GRANTEE fails to perform satisfactorily or make material changes, as determined by LACMTA at its sole discretion, to the Expenditure Plan, the Scope of Work, or the Project Funding without LACMTA's prior written consent or approval as provided herein.

11. REMEDIES

11.1 In the event of a Default by GRANTEE, LACMTA shall provide written notice of such Default to GRANTEE with a 30-day period to cure the Default. In the event GRANTEE fails to cure the Default, or commit to cure the Default and commence the same within such 30-day period to the satisfaction of LACMTA, LACMTA shall have the following remedies: (i) LACMTA may terminate this FA; (ii) LACMTA may make no further disbursements of Funds to GRANTEE; and/or (iii) LACMTA may recover from GRANTEE any Funds disbursed to GRANTEE as allowed by law or in equity.

11.2 Effective upon receipt of written notice of termination from LACMTA, GRANTEE shall not undertake any new work or obligation with respect to this FA unless so

directed by LACMTA in writing. Any Funds expended after termination shall be the sole responsibility of GRANTEE.

11.3 The remedies described herein are non-exclusive. LACMTA shall have the right to enforce any and all rights and remedies herein or which may be now or hereafter available at law or in equity.

12. COMMUNICATIONS

12.1 GRANTEE shall ensure that all Communication Materials contain recognition of LACMTA's contribution to the Project as more particularly set forth in "Funding Recipient Communications Guidelines" available online at http://metro.net/partners-civic. The Funding Recipient Communications Guidelines may be changed from time to time during the course of this Agreement. GRANTEE shall be responsible for complying with the latest Funding Recipient Communications Guidelines during the term of this Agreement, unless otherwise specifically authorized in writing by the LACMTA Chief Communications Officer.

12.2 For purposes of this Agreement, "Communications Materials" include, but are not limited to, press events, public and external newsletters, printed materials, advertising, websites radio and public service announcements, electronic media, and construction site signage. A more detailed definition of "Communications Materials" is found in the Funding Recipient Communications Guidelines.

12.3 The Metro logo is a trademarked item that shall be reproduced and displayed in accordance with specific graphic guidelines. The preferred logo lock-up for Funding Recipients to use is included in the Funding Recipient Communications Guidelines.

12.4 GRANTEE shall ensure that any subcontractor, including, but not limited to, public relations, public affairs, and/or marketing firms hired to produce Project Communications Materials for public and external purposes will comply with the requirements contained in this Section.

12.5 The LACMTA Project Manager shall be responsible for monitoring GRANTEE's compliance with the terms and conditions of this Section. GRANTEE's failure to comply with the terms of this Section shall be deemed a default hereunder and LACMTA shall have all rights and remedies set forth herein.

13. OTHER TERMS AND CONDITIONS

13.1 This FA, along with its Attachments, constitutes the entire understanding between the parties, with respect to the subject matter herein. The FA shall not be amended, nor any provisions or breach hereof waived, except in writing signed by the parties who agreed to the original FA or the same level of authority. Adoption of revisions or supplements to the Guidelines shall cause such revisions or supplements to become incorporated automatically into this Agreement as though fully set forth herein.

13.2 GRANTEE is obligated to continue using the Project dedicated to the public transportation purposes for which the Project was initially approved. The Project right-of-way, the Project facilities constructed or reconstructed on the Project site, and/or Project property purchased, excluding construction easements and excess property (whose proportionate proceeds shall be distributed in an equal proportion of the grant to GRANTEE Funding Commitment ratio), shall remain dedicated to public transportation use in the same proportion and scope and to the same extent as described in this FA. Equipment acquired as part of the Project, including office equipment, vehicles, shall be dedicated to that use for their full economic life cycle, including any extensions of that life cycle achieved by reconstruction, rehabilitation, or enhancements.

13.3 In the event that there is any legal court (e.g., Superior Court of the State of California, County of Los Angeles, or the U.S. District Court for the Central District of California) proceeding between the parties to enforce or interpret this FA, to protect or establish any rights or remedies hereunder, the prevailing party shall be entitled to its costs and expenses, including reasonable attorney's fees.

13.4 Neither LACMTA nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or committed to be done by GRANTEE under or in connection with any work performed by and or service provided by GRANTEE, its officers, agents, employees, contractors and subcontractors under this FA. GRANTEE shall fully indemnify, defend and hold LACMTA and its subsidiaries, and its officers, agents and employees harmless from and against any liability and expenses, including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of risk of property, any environmental obligation, any legal fees and any claims for damages of any nature whatsoever arising out of the Project, including without limitation: (i) use of the Funds by GRANTEE, or its officers, agents, employees, contractors or subcontractors; (ii) breach of GRANTEE's obligations under this FA; or (iii) any act or omission of GRANTEE, or its officers, agents, employees, contractors or subcontractors in the performance of the work or the provision of the services, in connection with the Project including, without limitation, the Scope of Work, described in this FA.

13.5 Neither party hereto shall be considered in default in the performance of its obligation hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, acts of a public enemy, and government acts beyond the control and without fault or negligence of the affected party. Each party hereto

shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this FA.

13.6 GRANTEE shall comply with and ensure that work performed under this FA is done in compliance with Generally Accepted Accounting Principles (GAAP), all applicable provisions of federal, state, and local laws, statutes, ordinances, rules, regulations, and procedural requirements including Federal Acquisition Regulations (FAR), and the applicable requirements and regulations of LACMTA. GRANTEE acknowledges responsibility for obtaining copies of and complying with the terms of the most recent federal, state, or local laws and regulations, and LACMTA requirements including any amendments thereto.

13.7 GRANTEE agrees that the applicable requirements of this FA shall be included in every contract entered into by GRANTEE or its contractors relating to work performed under this FA and LACMTA shall have the right to review and audit such contracts.

13.8 GRANTEE shall not assign this FA, or any part thereof, without prior approval of the LACMTA Chief Executive Officer or his designee. Any assignment by GRANTEE without said prior consent by LACMTA shall be void and unenforceable.

13.9 This FA shall be governed by California law. If any provision of this FA is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

13.10 The covenants and agreements of this FA shall inure to the benefit of, and shall be binding upon, each of the parties and their respective successors and assigns.

13.11 GRANTEE will advise LACMTA prior to any key Project staffing changes. Notice will be given to the parties at the address specified in Part I, unless otherwise notified in writing of change of address or contact person.

13.12 GRANTEE, in the performance of the work described in this FA, is not a contractor nor an agent or employee of LACMTA. GRANTEE attests to no organizational or personal conflicts of interest and agrees to notify LACMTA immediately in the event that a conflict, or the appearance thereof, arises. GRANTEE shall not represent itself as an agent or employee of LACMTA and shall have no powers to bind LACMTA in contract or otherwise.

ATTACHMENT A -PROJECT FUNDING

Measure M MSP - South Bay Highway Operational Improvements Program - Funding Agreement Projects - FA#: 9200000000M550723

Project Title: LENARDO DRIVE CONSTRUCTION Project ID#: MM5507.23

PROGRAMMED BUDGET - SOURCES OF FUNDS

SOURCES OF FUNDS	Prior Years	FY2022-23	FY2023-24	FY2024-25	FY2025-26	FY2026-27	Total Budget	% of Budget
LACMTA PROGRAMMED FUNDING								
MEASURE M MSP FUNDS					$ 8,000,000		$ 8,000,000	
SUM PROG LACMTA FUNDS	$ -	$ -	$ -	$ -	$ 8,000,000	$ -	$ 8,000,000	**15%**
OTHER NON LACMTA FUNDING:								
LOCAL: 2019 MM / MR Bonds and				$1,028,348	$ 13,563,710	$ 17,969,470	$ 32,561,528	61%
2024 City Lease Revenue Bonds								
STATE:							$ -	0%
FEDERAL:							$ -	0%
PRIVATE OR OTHER: $12,500,000						$ 12,500,000	$ 12,500,000	24%
CGO Developer Contribution								
SUM NON-LACMTA FUNDS	$ -	$ -	$ -	$ 1,028,348	$ 13,563,710	$ 30,469,470	$ 45,061,528	**85%**
TOTAL PROJECT FUNDS	**$ -**	**$ -**	**$ -**	**$ 1,028,348**	**$ 21,563,710**	**$ 30,469,470**	**$ 53,061,528**	**100%**

ATTACHMENT B - EXPENDITURE PLAN COST & CASH FLOW BUDGET

Measure M MSP - South Bay Highway Operational Improvements Program - Funding Agreement Projects - FA#: 9200000000M550723
Project Title: LENARDO DRIVE CONSTRUCTION Project ID#: MM5507.23

PROGRAMMED SOURCES OF FUNDS

SOURCES OF FUNDS	FY 2023-24 Qtr 1	FY 2023-24 Qtr 2	FY 2023-24 Qtr 3	FY 2023-24 Qtr 4	FY 2024-25 Qtr 1	FY 2024-25 Qtr 2	FY 2024-25 Qtr 3	FY 2024-25 Qtr 4	TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:									
MEASURE M MSP FUNDS:									
Planning Activities/Prog Dev									$0
Environmental									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others									$0
Total Measure M	$0	$0	$0	$0	$0	$0	$0	$0	$0
SUM PROG LACMTA FUNDS:	$0	$0	$0	$0	$0	$0	$0	$0	$0
OTHER NON LACMTA FUNDING:									
LOCAL: City MM/MR, LR Bonds									
Planning Activities/Prog Dev									$0
Environmental									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction								$1,028,348	$1,028,348
Vehicle Purchase									$0
Others									$0
Total LOCAL	$0	$0	$0	$0	$0	$0	$0	$1,028,348	$1,028,348
STATE:									
Planning Activities/Prog Dev									$0
Environmental									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others									$0
Total STATE	$0	$0	$0	$0	$0	$0	$0	$0	$0
FEDERAL:									
Planning Activities/Prog Dev									$0
Environmental									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others									$0
Total FEDERAL	$0	$0	$0	$0	$0	$0	$0	$0	$0
PRIVATE:									
Planning Activities/Prog Dev									$0
Environmental									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others	$0	$0	$0	$0	$0	$0	$0	$0	$0
Total PRIVATE	$0	$0	$0	$0	$0	$0	$0	$0	$0
SUM NON-LACMTA FUNDS :	$0	$0	$0	$0	$0	$0	$0	$1,028,348	$1,028,348
PROJECT FUNDING FY2023-24 and FY2024-25	$0	$0	$0	$0	$0	$0	$0	$1,028,348	$1,028,348

ATTACHMENT B - EXPENDITURE PLAN COST & CASH FLOW BUDGET

Measure M MSP - South Bay Highway Operational Improvements Program - Funding Agreement Projects - FA#: 9200000000M550723
Project Title: LENARDO DRIVE CONSTRUCTION Project ID#: MM5507.23

PROGRAMMED SOURCES OF FUNDS

SOURCES OF FUNDS	FY 2025-26 Qtr 1	FY 2025-26 Qtr 2	FY 2025-26 Qtr 3	FY 2025-26 Qtr 4	FY 2026-27 Qtr 1	FY 2026-27 Qtr 2	FY 2026-27 Qtr 3	FY 2026-27 Qtr 4	TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:									
MEASURE M MSP FUNDS:									
Planning Activities/Prog Dev									$0
Environmental									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction						$1,936,476	$4,211,142	$1,852,382	$8,000,000
Vehicle Purchase									$0
Others									$0
Total MEASURE M	$0	$0	$0	$0	$0	$1,936,476	$4,211,142	$1,852,382	$8,000,000
SUM PROG LACMTA FUNDS:	$0	$0	$0	$0	$0	$1,936,476	$4,211,142	$1,852,382	$8,000,000
OTHER NON LACMTA FUNDING:									
LOCAL: City MM/MR, LR Bonds									
Planning Activities/Prog Dev									$0
Environmental									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction	$1,477,149	$1,904,545	$2,983,399	$7,198,617	$12,885,051	$5,084,419			$31,533,180
Vehicle Purchase									$0
Others									$0
Total LOCAL	$1,477,149	$1,904,545	$2,983,399	$7,198,617	$12,885,051	$5,084,419	$0	$0	$31,533,180
STATE:									
Planning Activities/Prog Dev									$0
Environmental									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others									$0
Total STATE	$0	$0	$0	$0	$0	$0	$0	$0	$0
FEDERAL:									
Planning Activities/Prog Dev									$0
Environmental									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others									$0
Total FEDERAL	$0	$0	$0	$0	$0	$0	$0	$0	$0
PRIVATE: $12,500,000 CGO Payment									$0
Planning Activities/Prog Dev									$0
Environmental									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction						$6,561,859	$2,341,369	$3,596,772	$12,500,000
Vehicle Purchase									$0
Others									$0
Total PRIVATE	$0	$0	$0	$0	$0	$6,561,859	$2,341,369	$3,596,772	$12,500,000
SUM NON-LACMTA FUNDS :	$1,477,149	$1,904,545	$2,983,399	$7,198,617	$12,885,051	$11,646,278	$2,341,369	$3,596,772	$44,033,180
PROJECT FUNDING FY2025-26 and FY2026-27	$1,477,149	$1,904,545	$2,983,399	$7,198,617	$12,885,051	$13,582,754	$6,552,511	$5,449,154	$52,033,180
TOTAL LACMTA FUNDS	$0	$0	$0	$0	$0	$1,936,476	$4,211,142	$1,852,382	$8,000,000
TOTAL NON-LACMTA FUNDS	$1,477,149	$1,904,545	$2,983,399	$7,198,617	$12,885,051	$11,646,278	$2,341,369	$4,625,120	$45,061,528
TOTAL PROJECT FUNDING	$1,477,149	$1,904,545	$2,983,399	$7,198,617	$12,885,051	$13,582,754	$6,552,511	$6,477,502	$53,061,528

ATTACHMENT C
SCOPE OF WORK
CAPITAL PROJECT

PROJECT TITLE:
LENARDO DRIVE CONSTRUCTION

PROJECT LOCATION:
The project is located at Stadium Way (between Avalon Boulevard and Main Street) in the City of Carson, in the South Bay area.

PROJECT LIMITS:
This project limits are Lenardo Drive (legally named Stadium Way) between the Torrance Lateral bridge/ Avalon Boulevard offramp of the 405 Freeway (southbound direction) and Main Street, including a leg extending northbound to Del Amo Boulevard (Stamps Drive). These streets are generally located in clean, native-soil corridors within the former Cal Compact Landfill, now titled The District at South Bay. The overall infrastructure project also includes new traffic signals at Main Street/Lenardo Drive and Stamps Drive/Del Amo Boulevard as well as new streetlights and median island reconstruction on Del Amo Boulevard between the Kay Calas Bridge and Main Street.

NEXUS TO HIGHWAY OPERATION, DEFINITION/PROJECT PURPOSE:
The purpose of this project is to reconstruct a public street to facilitate development in one of the largest undeveloped parcels on the 405 Freeway in LA County and a critical property for the economic development of Carson and provide a direct linkage between the Avalon Boulevard/405 Freeway southbound exit and Main Street. An east-west street that connects Avalon and Main and parallels Carson Street is not available until Del Amo Boulevard nearly one mile to the north.

PROJECT BACKGROUND:
The scope of the Metro-funded work is Asphalt Paving, Landscaping and Irrigation, and Traffic Signals and Streetlights for the Lenardo Drive project in Carson. While the award from Metro is $8,000,000, this is a $53,061,528 general contractor construction scope as of 2/28/2026, which is the construction of a nearly one-mile public street that is being constructed/reconstructed by the Carson Reclamation Authority ("CRA") to facilitate the development of the former Cal Compact Landfill.

The City of Carson itself and the CRA are separate entities for environmental liability reasons. The CRA exists to undertake work and assume the environmental liability on behalf of the City in contaminated-land projects and is a necessary tool for the City to be able to complete these projects. All public infrastructure construction work on the site is contracted for and performed by the CRA and not the City.

At significant additional cost, the CRA has undertaken the design and entitlement of Lenardo Drive, including the civil engineering design including grading, hydrology, stormwater, street improvement plans, striping and signaling, and streetlights; median island landscaping, geotechnical and structural foundations; and utility design. Utilities include Southern California Edison, Southern California Gas, Spectrum, AT&T, California Water Company (domestic water), West Basin Municipal Water District (recycled water), and LA County Public Works (sewer and storm drain). These plans are complete, and construction began on June 26, 2025 with grubbing and clearing of the street section.

The CRA became the owner of approved- and partially constructed street plans when it acquired the Cal Compact Landfill in 2015 from the previous private owner. As originally designed in the 2009-2010 period, Lenardo Drive was intended to be a partially "submerged" street, with a 25' depression in the

middle section (about 1,000 LF) to be bridged by overhead roads connecting certain sections of the site called Cell 2 and Cells 4 and 5.

Some of the wet utilities - stormwater and sewer - were installed in 2011 based on the submerged street design. When the decision was made to return the street to "at-grade," solutions needed to be developed to accommodate utilities which would now be nearly 30' below grade. The wet utility redesign did not require a full reconstruction of the utilities, but rather recommended features to protect the pipes from additional soil load in the Lenardo Depression and ensure worker safety.

All the utility plans for the site (which travel through the public street) were redesigned based on changes to the project. The previous owner did not fully complete all the utility design and approval before they conveyed the site to the CRA in 2015, and everything that was completed had to be reapproved based on changes based on the Cell 3, 4, and 5 site design to incorporate its impacts on traffic and street design. With logistics being significant land uses in the new site plan, the entire project needed to undergo another Specific Plan amendment, and several changes were made to Lenardo and Stamps Drives. These changes included driveway modifications on both sides of Lenardo; measures to limit or prohibit truck traffic from entering from or exiting to Avalon Boulevard; reducing median width at certain intersections to accommodate truck movements, which had a spillover effect on both streetlight location and landscaping; widening Stamps Drive to add an additional left turn onto Del Amo; and the installation of additional storm drain inlets on the Cells 3, 4, and 5 side of Lenardo due to the changed hydrology.

A key part of the Lenardo design is that the street now crosses the Torrance Lateral (owned by LA County Flood Control) and passes through Caltrans right of way associated with the Avalon on/off ramps on the 405 Freeway. The former RDA constructed a bridge over the lateral and received easements for street and highway purposes from LA County Flood Control for the bridge and the approaches on either end. The freeway ramp was a joint project between the former RDA and Caltrans. The CRA, City, and Caltrans agree that Caltrans and the CRA will address the access control issue by removing the denial-of-service barriers and adjusting the access control line. Installation of utilities (water and power) along the off-ramp is a "longitudinal encroachment" under Caltrans rules, and Caltrans will issue an exception for construction access. Cal Water will own the water line and electrical conduit will be owned by an entity of the CRA that distributes retail power on the site.

<u>Status of Utilities</u>

- Recycled Water (West Basin Municipal Water District). A portion of this system was installed in 2011. West Basin required an outlet and manhole ("flushing station") outside the right of way so that recycled water can periodically be discharged into the sewer to keep it from getting stagnant in low usage periods. Work to complete the system started on January 20, 2026.

- Domestic Water (California Water Service). A portion of this system was installed in 2011. CalWater requires their line to extend over the bridge to connect to Avalon Boulevard and requires access rights from Caltrans. Work to complete the system started on January 30, 2026.

- Public Sanitary Sewer. Much of this system was installed in 2011 with the exception of stubbing to the adjacent cells based on the current development plans. In the Lenardo Depression, all existing sewer lines required concrete bridging over the top to protect it from the additional 25' of soil from the backfill. This work is complete.

- Public Storm Drain. Most of this system was installed in 2011 except for additional storm drain inlets required because of the changed hydrology of the site. Approximately 1,000 linear feet of

pipe in the Lenardo Depression was replaced with a higher D-loaded pipe to protect it from the additional 25' of soil from the backfill. This work is complete.

- Dry Utilities. (Electrical). The CRA provided extensive amounts of information to SCE's planning and engineering teams regarding both the environmental and geotechnical conditions on the property in the locations planned for electrical conduits and cabling or equipment, provided estimated electrical loads, and received a provisional Global identifying the substations and circuits and the timing at which different amounts of power to meet this load could be provided to the property. In September 2025, however, SCE notified the CRA it will not bring power, construct, or operate any facilities on the former landfill site because of environmental concerns.

  While the CRA is still negotiating with SCE to provide normal Rule 15/16 service, it is working on a backup plan to create a municipal utility to serve the site. The site is at the intersection of 12KV and 16KV service territories and will need to be served by three separate substations. Based on the provisional Global, the CRA's dry utility consultants have drafted a design for the electrical backbone service on the property. The CRA and its development team are providing SCE with a plan for receiving primary power at the property line. SCE's power would be run overhead on three customer-owned poles and brought down to pad-mounted equipment cabinet containing metering and switch gear. The equipment would be owned by the CRA and located on clean, native material along the alignment for Lenardo Drive just east of Main Street, with another similar facility located near the Torrance Lateral Bridge. From those points power would be distributed on site through a conduit backbone to vaults for transformation and secondary distribution to buildings developed on the property.

- Dry Utilities. (SoCal Gas). SoCal Gas to install the 3,300 linear feet of gas main in a trench provided by the CRA. The Agreement was approved in November 2024, and work will begin in June 2026.

Street Improvement Plans

- Street Improvement Plans. Plans have been approved by the City and are awaiting the City Engineer's signature.

- Traffic Signal Plans. Plans are nearly complete but Stamps and Del Amo Blvd signal and the Main and Lenardo signals need to obtain easement from three property owners. Traffic signal plans required extensive structural foundation plans, also approved.

- Street Lighting. Lights on Lenardo and Del Amo to be metered LS3 spec, to be owned by the City. Streetlights are approved. Lenardo streetlights required extensive structural foundation plans, also approved.

- Street Signage and Striping Plans are approved.

- Lenardo / Stamps Landscape & Irrigation Plan. Lenardo and Del Amo medians are in the final stages of approval process.

<u>Environmental Scope (EKI)</u>

Cell 1 and Cell 2 Buffer zones (Landfill Cap and Landfill Gas). Buffer zones are intended to mitigate environmental, human health, and construction safety risks to occupants and users of completed phases of the landfill development. Buffer zones accomplish this by providing

physical separation, as well as the implementation of mitigation measures between developed and occupied areas, and those areas still under remediation and construction. There are several historical buffer zones on the Site associated with features such as adjacent streets (i.e., Main Street, Del Amo Boulevard and the San Diego Freeway) and the Torrance Lateral. The Management Approach to Phased Occupancy ("MAPO") approved by DTSC in April 2018 requires that the specific dimensions and mitigation measures for a buffer zone be implemented around any developed landfill cell to allow uninterrupted occupancy of that development throughout the remaining construction on adjacent cells.

Cell 2 buffer design has been approved by DTSC including the contouring of wet utilities over the liner. The Cell 1 buffer zone had different slope issues that were addressed, and buffer work started in March 2026. The implementation of the buffer zone is to provide mitigation measures around the proposed development on Cells 3, 4, and 5, consistent with the requirements of the MAPO.

The approved design of the landfill cap requires the Low Linear Density Polyethylene ("LLDPE") geomembrane system to extend 10 feet past the limits of waste and terminate in native soil (at the edge of or under the adjacent street). A minimum of 1.5 feet is required for the anchor trench that secures the edge of the membrane system at the termination point. Street pavement, landscaping, bike lanes and pedestrian walkways at final grade can extend into/above the 10-foot extension distance.

The decision to construct the buffer zone on Cells 1 and 2 during the Lenardo construction was to avoid needing to excavate the anchor trench and install the LLDPE geomembrane liner on those cells after construction of Lenardo Drive is complete (as is required for occupancy of any development on the site) and potentially having to demolish and reconstruct a portion of Lenardo Drive.

PROJECT BUDGET (LACMTA-eligible costs):

COMPONENT	TOTAL AMOUNT	LACMTA-eligible costs
Construction contract for Paving, Landscaping and Irrigation, Streetlights and Traffic Signals	**$53,061,528**	**$8,000,000**

OVERALL PROJECT FUNDING:

PHASE	LACMTA – MEASURE M FUNDS	LOCAL AGENCY & PRIVATE FUNDS	TOTAL
General Contactor	$8,000,000	$45,061,528	$53,061,528
TOTAL OVERALL PROJECT COST			$53,061,528

SCOPE:

CONSTRUCTION:

For the construction of Asphalt Paving, Landscaping and Irrigation, and Traffic Signals, Grantee provides, through its Development Manager, construction oversight including procuring a consultant for construction management, and managing the general contractor contract for construction for the following tasks:

A. Development Manager to contract with a separate engineering firm to provide Construction Management for the Project.
B. Development Manager to contract with a General Contractor for construction.
C. Conduct a "Ribbon Cutting" ceremony at the completion of the Project.

The Development Manager, Construction Manager, General Contractor, and Design Consultants meet weekly in an Owners, Architects, and Contactors ("OAC") Meeting with the Grantee to accomplish Project tasks as outlined. Other meetings expected between the Development Manager, Construction Manager, and Grantee shall include, but not be limited to, Pre-Construction Meeting, progress meetings and preparation of responses to RFIs.

CONSTRUCTION MILESTONES: The implementation schedule for this project will be as follows.

					Date: 2/20/26
		START	FINISH	Percent Complete To Date:	Projected Percent Complete Next Month:
				2/15/2026	3/31/2026
Road-Only Construction (Lenardo and Del Amo)					
Grubbing and Clearing		06/26/2025	07/10/2025	100%	100%
Grading for Street Work (including backfill of depression)		8/13/2025A	12/31/2026	65%	70%
Sewer Improvements		9/05/2025A	4/17/2026	70%	75%
Storm Drain Improvements		9/05/2025A	4/17/2026	60%	75%
Domestic Water		02/06/2026A	6/11/2026	20%	40%
Recycled Water		01/20/2026A	6/11/2026	30%	50%
Dry Utility Backbone		8/13/2026	10/22/2026	0%	0%
Asphalt Paving		11/18/2026	1/7/2027	0%	0%
Sidewalks and curbs		10/5/2026	12/1/2026	0%	0%
Streetlights		12/4/2026	1/21/2027	0%	0%
Traffic Signals		12/4/2026	1/21/2027	0%	0%
Landscaped Medians		10/1/2026	1/28/2027	0%	0%
Signing and Striping		3/19/2027	3/25/2027	0%	0%
Environmental Work (Both Cell 1 and Cell 2)					
Replace GCCS Header		3/9/2026	6/30/2026	0%	30%
Installation of Vaults on Cell 2		4/22/2026	9/11/2026	0%	0%
Grading to Liner Grade on Cell 1		6/24/2026	7/15/2026	0%	0%
Grading to Liner Grade on Cell 2		4/8/2026	6/24/2026	0%	0%
Install Liner on Cell 1		7/1/2026	7/20/2026	0%	0%
Install Liner on Cell 2		4/15/2026	7/1/2026	0%	0%

ATTACHMENT C - Location Map(s):

Please insert a map of the project area

Specific Plan Boundary (168 acres)

Planning Areas 1, 2, & 3 (157 acres)

Development District 3 Boundary (11 acres)

Torrance Lateral Drainage Channel

Lenardo Drive

Stamps Drive (Del Amo Entry)

Private Drive (Typical)

MTA Route 45

MTA Route 246

MTA Route 205

Shared Access

Potential Bus Pullout or Traffic Lane Bus Stop

Potential Transit Center

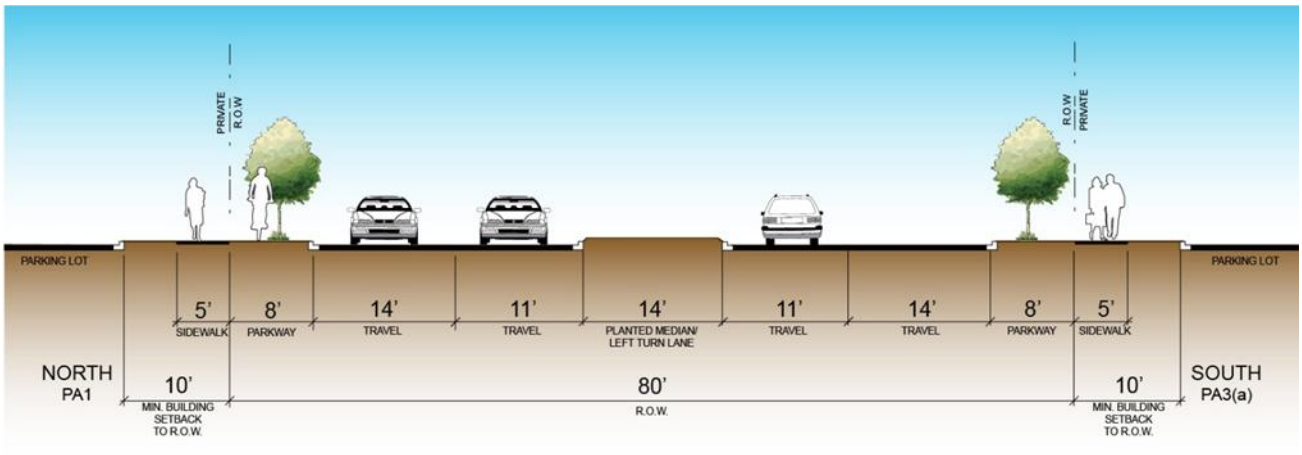
Signalized Access

Stop Sign

N

0 1,000
Feet

Note: this is a graphic representation of a planning concept. All graphics in this document are conceptual and should not be interpreted literally. Other solutions, locations and/or concepts may be proposed and reviewed during site plan review and other permit and mapping processes.


PRIVATE R.O.W
R.O.W PRIVATE
PARKING LOT
PARKING LOT
5'
SIDEWALK
8'
PARKWAY
14'
TRAVEL
11'
TRAVEL
14'
PLANTED MEDIAN/ LEFT TURN LANE
11'
TRAVEL
14'
TRAVEL
8'
PARKWAY
5'
SIDEWALK
NORTH
PA1
10'
MIN. BUILDING SETBACK TO R.O.W.
80'
R.O.W.
10'
MIN. BUILDING SETBACK TO R.O.W.
SOUTH
PA3(a)

FA ATTACHMENT D
PROJECT REPORTING & EXPENDITURE GUIDELINES

REPORTING PROCEDURES

- Quarterly Progress/Expenditure Report (Attachment D2) are required for all projects. The GRANTEE shall be subject to and comply with all applicable requirements of the funding agency regarding project-reporting requirements. In addition, GRANTEE will submit the Quarterly Expenditure Report to the LACMTA, after receiving LACMTA Project Manager's acceptance of the draft report, at ACCOUNTSPAYABLE@METRO.NET or by mail to **Los Angeles Metropolitan Transportation Authority, Accounts Payable, P. O. Box 512296, Los Angeles, California 90051-0296.** Please note that letters or other forms of documentation may not be substituted for this form.

- The Quarterly Progress/Expenditure Report covers all activities related to the project and lists all costs incurred. It is essential that GRANTEE provides complete and adequate response to all the questions. The expenses listed must be supported by appropriate documentation with a clear explanation of the purpose and relevance of each expense to the project.

- In cases where there are no activities to report, or problems causing delays, clear explanation, including actions to remedy the situation, must be provided.

- GRANTEE is required to track and report on the project schedule. LACMTA will monitor the timely use of funds and delivery of projects. Project delay, if any, must be reported each quarter.

- The draft Quarterly Expenditure Report is due to the LACMTA as soon as possible after the close of each quarter, but no later than the following dates for each fiscal year:

Quarter	*Report Due Date*
July –September	November 30
October - December	February 28
January - March	May 31
April - June	August 31

LACMTA Project Manager shall review and respond in writing to the draft Quarterly Expenditure Report within thirty (30) calendar days from receipt.

Upon completion of the Project a final report that includes project's final evaluation must be submitted.

EXPENDITURE GUIDELINES

- Any activity or expense charged above and beyond the approved Scope of Work (FA Attachment C) **is considered ineligible** and will not be reimbursed by the LACMTA unless **prior written authorization** has been granted by the LACMTA Chief Executive Officer or his/her designee.

- Any expense charged to the grant must be clearly and directly related to the project.

- Administrative cost is the ongoing expense incurred by the GRANTEE for the duration of the project and for the direct benefit of the project as specified in the Scope of Work (Attachment C). Examples of administrative costs are personnel, office supplies, and equipment. As a condition for eligibility, all costs must be necessary for maintaining, monitoring, coordinating, reporting and budgeting of the project. Additionally, expenses must be reasonable and appropriate to the activities related to the project.

- LACMTA is not responsible for, and will not reimburse any costs incurred by the GRANTEE prior to the Effective Date of the FA, unless **written authorization** has been granted by the LACMTA Chief Executive Officer or his/her designee.

DEFINITIONS

- Allowable Cost: To be allowable, costs must be reasonable, recognized as ordinary and necessary, consistent with established practices of the organization, and consistent with industry standard of pay for work classification.

- Excessive Cost: Any expense deemed "excessive" by LACMTA staff would be adjusted to reflect a "reasonable and customary" level. For detail definition of "reasonable cost", please refer to the Federal Register *OMB Circulars A-87 Cost Principals for State and Local Governments; and A-122 Cost Principals for Nonprofit Organizations*.

- Ineligible Expenditures: Any activity or expense charged above and beyond the approved Scope of Work is considered ineligible.

LACMTA FA MEASURE M ATTACHMENT D-2

QUARTERLY PROGRESS/EXPENDITURE REPORT

Grantee To Complete	
Invoice #	
Invoice Date	
FA#	9200000000M
Quarterly Report #	

GRANTEES ARE REQUESTED TO EMAIL THIS REPORT TO
ACCOUNTSPAYABLE@METRO.NET
or submit by mail to:
Los Angeles County Metropolitan Transportation Authority
Accounts Payable
P. O. Box 512296
Los Angeles, California 90051-0296

Please note that letters or other forms of documentation may **not** be substituted for this form. Refer to the Reporting and Expenditure Guidelines (Attachment D) for further information.

SECTION 1: QUARTERLY EXPENSE REPORT

Please itemize grant-related charges for this Quarter on Page 5 of this report and **include totals in this Section.**

	LACMTA Measure M MSP Grant $
Project Quarter Expenditure	
This Quarter Expenditure	
Retention Amount	
Net Invoice Amount (Less Retention)	
Project-to-Date Expenditure	
Funds Expended to Date (Include this Quarter)	
Total Project Budget	
% of Project Budget Expended to Date	
Balance Remaining	

SECTION 2: GENERAL INFORMATION

PROJECT TITLE: _____

FA #: _____

QUARTERLY REPORT SUBMITTED FOR:

Fiscal Year : ☐ 2018-19 ☐ 2019-20 ☐ 2020-21
☐ 2021-22 ☐ 2022-23 ☐ 2023-24

Quarter : ☐ Q1: Jul - Sep ☐ Q2: Oct - Dec
☐ Q3: Jan - Mar ☐ Q4: Apr - Jun

DATE SUBMITTED: _____

Measure M Multi-Year Subregional Program Type: _____

LACMTA Project Manager	Name:	
	Phone Number:	
	E-mail:	

Grantee Contact / Project Manager	Contact Name:	
	Job Title:	
	Department:	
	City / Agency:	
	Mailing Address:	
	Phone Number:	
	E-mail:	

SECTION 3 : QUARTERLY PROGRESS REPORT

1. DELIVERABLES & MILESTONES

List all deliverables and milestones as stated in the FA, with start and end dates. Calculate the total project duration. ***DO NOT CHANGE THE ORIGINAL FA MILESTONE START AND END DATES SHOWN IN THE 2ND AND 3RD COLUMNS BELOW.***

Grantees must make every effort to accurately portray milestone dates in the original FA Scope of Work, since this will provide the basis for calculating any project delay. If milestone start and/or end dates change from those stated in the Original FA Scope of Work, indicate the new dates under Actual Schedule below and re-calculate the project duration. However, this does not change the original milestones in your FA. PER YOUR FA AGREEMENT, ANY CHANGES TO THE PROJECT SCHEDULE MUST BE FORMALLY SUBMITTED UNDER SEPARATE COVER TO LACMTA FOR WRITTEN CONCURRENCE.

FA Milestones	Original FA Schedule in Scope of Work		Actual Schedule	
	Start Date	End Date	Start Date	End Date
Environmental				
Design				
Right-of-Way Acquisition				
Construction				
Vehicle Purchase				
Others				
Ground Breaking Event				
Ribbon Cutting Event				
Total Project Duration (Months)				

2. PROJECT COMPLETION

A. Based on the comparison of the original and actual project milestone schedules above, project is (select only one) :

☐ On schedule per original FA schedule
☐ Less than 12 months behind original schedule
☐ Between 12-24 months behind original schedule
☐ More than 24 months behind original schedule

B. Was the project design started within 6 months of the date originally stated in the FA?

☐ Yes ☐ No ☐ Not Applicable

C. Was a construction contract or capital purchase executed within 9 months after completion of design / specifications?

☐ Yes ☐ No ☐ Not Applicable

3. TASKS / MILESTONES ACCOMPLISHED

List tasks or milestones accomplished and progress made this quarter.

4. PROJECT DELAY

If project is delayed, describe reasons for delay (this quarter). Pay particular attention to schedule delays. If delay is for the same reason as mentioned in previous quarters, please indicate by writing "Same as Previous Quarter".

5. ACTION ITEMS TO RESOLVE DELAY

If the project is delayed (as described in #4), include action items that have been, or will be, undertaken to resolve the delay.

6. UPCOMING QUARTERLY TASKS / MILESTONES

List tasks or milestones expected to be accomplished next quarter.

7. PLAN EXPENDITURES

Provide expected expenditures (estimated) for next quarter.

SECTION 4. ITEMIZED LISTING OF EXPENSES AND CHARGES THIS QUARTER

All expenses and charges must be itemized and listed below. Each item listed must be verifiable by an invoice and/or other proper documentation. The total amounts shown here must be equal to this quarter's expenditures listed on page 1 of this report. All expenses and charges must be reflective of the approved budget and rates as shown in the FA Attachment B, Scope of Work. Use additional pages if needed.

	ITEM	INVOICE #	Invoice Reference Pg(s)	TOTAL EXPENSES CHARGED TO LACMTA MEASURE M GRANT
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
	TOTAL			$ -

Note:
All receipts, invoices, and time sheets, attached and included with this Expense Report must be listed and shown under the Invoice Number column of the Itemized Listing (above).

Invoice Payment Information:

LACMTA will make all disbursements electronically unless an exception is requested in writing. Reimbursements via Automated Clearing House (ACH) will be made at no cost to GRANTEE. GRANTEE must register in LACMTA's iSupplier portal and submit an application before grant payments can be made. The link to the portal can be found at http://media.metro.net/uploads/EBB/Vendor Portal Registration.pdf.
Written exception requests for Check Payments should be completed and emailed to Accounts Payable at ACCOUNTSPAYABLE@METRO.NET.

I certify that I am the responsible Project Manager or fiscal officer and representative of _____ and that to the best of my knowledge and belief the information stated in this report is true and correct.

Signature _____ *Date* _____

Name _____ *Title* _____

Los Angeles Metropolitan Transportation Authority

2027 Federal Transportation Improvement Program ($000)

TIP ID **LA9919585** Implementing Agency **Carson, City of**

Project Description: Measure M MSP - South Bay Highway Operational Improvements program. Paving, Landscaping and Irrigation, Streetlights and Traffic Signals for Lenardo Drive Construction Project.

SCAG RTP Project #:
Study:N/A Is Model: Model #:
PM: John Raymond - (310)952-1773

LS: N LS GROUP#:
Conformity Category: TCM Committed

System :Local Hwy | Route : | Postmile: | Distance: | Phase: Construction/Project Implementation begins | Completion Date

Lane # Extd: | Lane # Prop: | Imprv Desc: | Air Basin: Various | Envir Doc: -

Toll Rate: 0.00 | Toll Colc Loc: | Toll Method: | Hov acs eg loc: | Uza: | Sub-Area: | Sub-Region: South Bay Cities COG

Program Code: CAXT2 - HIGHWAY/ROAD IMP - LANE ADD'S - w/TCM : RS Stop Loc: | CTIPS ID: | EA #: | PPNO:

	PHASE	PRIOR	26/27	27/28	28/29	29/30	30/31	31/32	BEYOND	PROG TOTAL
CITY - City Funds	PE	$0	$0							$0
	RW	$0	$0							$0
	CON	$14,592,058	$17,969,470							$32,561,528
	SUBTOTAL	$14,592,058	$17,969,470							$32,561,528
CITY - City Funds AC (Advanced Construction)	PE		$0							$0
	RW		$0							$0
	CON		$12,500,000							$12,500,000
	SUBTOTAL		$12,500,000							$12,500,000
MEASURE M MYSP (Multi Year Subregional Program)	PE		$0							$0
	RW		$0							$0
	CON		$8,000,000							$8,000,000
	SUBTOTAL		$8,000,000							$8.000.000
	TOTAL	**$14,592,058**	**$38,469,470**							**$53,061,528**

TOTAL PE: $0 **TOTAL RW: $0** **TOTAL CON: $53,061,528** **TOTAL PROGRAMMED: $53,061,528**

- **General Comment:**
- **Modeling Comment:**
- **TCM Comment:**
- **Amendment Comment:**
- **CMP Comment:**
- **Narrative:**

Last Revised **Amendment 27-03 - In Progress** **Change reason**:NEW PROJECT **Total Project Cost $53,061,528**

ATTACHMENT G
List of Procurement Documents

The following is the list of procurement documents that LACMTA auditors typically request. However, the list is not all-inclusive, and LACMTA auditors may request additional documents during the audit, based on the GRANTEE's practice.

GRANTEE should provide comprehensive supporting documentation to demonstrate that the contractor(s)' procurement process used for LACMTA's project was conducted transparently and in accordance with GRANTEE's procurement policies and procedures and any relevant regulatory code(s), as applicable.

1. Contract(s) or Task Order(s), including the Scope of Work that aligns with LACMTA's Project Funding Agreement

2. Advertisement of Request for Bid/Request for Proposal

3. Proposal Evaluations:
   a) Score cards, interview notes, etc. The documents should be signed and dated by each evaluator.
   b) If sole source, single source, or with special circumstance, provide a justification document and approval of the justification.

4. If the Contract(s) or Task Order(s) amount exceeds the GRANTEE's authorized threshold, provide GRANTEE's Governing Board approval of Contract(s) or Task Order(s), such as Governing Board reports and meeting minutes

5. Executed Contract(s) or Task Order(s), Amendment(s) or Change Order(s)
   a) Justification document and required approval.
   b) During the duration of the LACMTA's project, all Contract(s) or Task Order(s), Amendment(s), Change Order(s) should be active and valid.
   c) The incurred costs charged to LACMTA's project should not exceed the approved final contract amount, including executed Contract Amendment(s) or Change Order(s).
   d) Schedule of agreed and approved billing rates.

RESOLUTION NO. 26-112

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 2026-2027 budget on June 16, 2026, for the General Fund, Special Revenue Funds, Enterprise Funds, and Capital Improvement Program (CIP) of the City via Resolution No. 26-063; and

WHEREAS, the City Council desires to amend the Fiscal Year 2026-27 budget; and

WHEREAS, the City Council has determined it necessary to amend the Fiscal Year 2026-27 General Fund, Special Revenue Funds, Enterprise Funds, and Capital Improvement Program (CIP) budget.

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

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

Account	Description	Increase/(Decrease)
Revenue: 280-99-999-999-4513-PW1617	Project No. 1617 (Lenardo Drive)	$8,000,000.00
Expense: 280-99-999-904-8009-PW1617	Project No. 1617 (Lenardo Drive)	$8,000,000.00

Section 2. The City Clerk shall certify the adoption of this resolution and shall keep a copy of this resolution attached to the Fiscal Year 2026-27 budget on file, and effective as of October 6, 2026, the same shall be in force and effect.

PASSED, **APPROVED**, **AND ADOPTED** this 6th Day of October 2026.

APPROVED AS TO FROM:

_____
Sunny K. Soltani, City Attorney

CITY OF CARSON:

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

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

I, Dr. Khaleah K. Bradshaw, City Clerk of the City of Carson, California, hereby attest to and certify that the foregoing resolution, being Resolution No. 26-112 adopted by the City of Carson City Council at its meeting held on October 6, 2026, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMEBES:

ABSENT: COUNCIL MEMBERS:

_____
Dr. Khaleah K. Bradshaw, City Clerk

CITY OF CARSON

701 East Carson Street

Report to Honorable Mayor and City Council

CONSENT 25.

To: Honorable Mayor and City Council

From: Dr. Arlington Rodgers, Director of Public Works PW Engineering

Subject: CONSIDER APPROVAL OF THE FISCAL YEAR 2026-2027 THROUGH FISCAL YEAR 2030-2031 MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF CARSON AND PARTICIPATING DOMINGUEZ CHANNEL WATERSHED MANAGEMENT AREA AGENCIES FOR THE ADMINISTRATION AND COST SHARING OF THE COORDINATED INTEGRATED MONITORING PROGRAM AND WATERSHED MANAGEMENT PROGRAM (CITY COUNCIL)

I. SUMMARY

To comply with federal and state stormwater requirements, the City of Carson participates with neighboring cities and public agencies in the Dominguez Channel Watershed Management Area (DCWMA) Group. This regional partnership helps participating agencies meet the monitoring, reporting, and water-quality requirements of the National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit, which regulates stormwater and urban runoff from municipal storm drain systems. As part of this regional effort, the participating agencies jointly implement an Enhanced Watershed Management Program (EWMP) and a Coordinated Integrated Monitoring Program (CIMP). The EWMP establishes strategies for reducing pollutants and improving water quality within the watershed, while the CIMP establishes the water-quality monitoring activities necessary to measure conditions and demonstrate compliance with the MS4 Permit. Working cooperatively allows the participating agencies to share the costs of these required activities rather than each agency independently performing the same monitoring, studies, and administrative work.

On June 5, 2018, the City Council approved the City's initial Memorandum of Agreement (MOA) for administration and cost sharing associated with these regional stormwater programs. Following expiration of the initial agreement, the City Council approved a subsequent MOA on June 6, 2023, which remained in effect through June 30, 2026. A new MOA is now necessary to continue the City's participation in the regional program and maintain the monitoring, reporting, and implementation activities required under the MS4 Permit. While the new agreement was being finalized by the City of Los Angeles, services continued under the terms of the previous agreement to avoid any interruption in required stormwater compliance activities.

Under the proposed Fiscal Year 2026-27 through Fiscal Year 2030-31 MOA, the participating agencies will continue sharing the costs associated with implementing the DCWMA Group's CIMP and EWMP. The South Bay Cities Council of Governments (SBCCOG) will administer the collection and distribution of each participating agency's share of program costs. This cooperative structure allows Carson to continue meeting its regulatory responsibilities while sharing the financial and administrative costs of required regional stormwater activities with other participating agencies.

Consequently, staff recommends that the City Council approve the proposed Fiscal Year 2026-27 through Fiscal Year 2030-31 Memorandum of Agreement (Exhibit No. 1) to continue the cooperative funding and implementation of the DCWMA Group's CIMP and EWMP and authorize the SBCCOG to administer cost sharing among the participating agencies.

II. RECOMMENDATION

TAKE the following actions:

1. APPROVE the Fiscal Year 2026-27 through Fiscal Year 2030-31 Memorandum of Agreement between the City of Los Angeles, City of Carson, City of El Segundo, City of Hawthorne, City of Inglewood, City of Lawndale, City of Lomita, Los Angeles County Flood Control District, County of Los Angeles, and South Bay Cities Council of Governments for the administration and cost sharing associated with implementation of the Coordinated Integrated Monitoring Program and Enhanced Watershed Management Program for the Dominguez Channel Watershed Management Area; and,
2. AUTHORIZE the City Manager to execute the Memorandum of Agreement, following approval as to form by the City Attorney.

III. ALTERNATIVES

1. DO NOT APPROVE the Fiscal Year 2026-27 through Fiscal Year 2030-31 Memorandum of Agreement. If the agreement is not approved, the City would need to identify an alternative approach to independently satisfy the applicable watershed management, water-quality monitoring, reporting, and other compliance requirements of the MS4 Permit. Staff does not recommend this alternative because independently administering these required activities would likely result in higher costs and additional administrative responsibilities compared with continuing to share costs and resources with other participating agencies through the regional agreement.
2. TAKE any other action the City Council deems appropriate and consistent with applicable law and the requirements of the MS4 Permit.

IV. BACKGROUND

The federal Clean Water Act establishes requirements intended to protect the nation’s waterways from pollution. Under the Act, the National Pollutant Discharge Elimination System (NPDES) regulates the discharge of pollutants into rivers, streams, coastal waters, and other waters of the United States. One component of the NPDES program regulates stormwater and urban runoff from municipal storm drain systems through what is commonly referred to as a Municipal Separate Storm Sewer System (MS4) Permit. In the Los Angeles region, the Los Angeles Regional Water Quality Control Board (Regional Board) administers and enforces these requirements for Los Angeles County and its cities, including the City of Carson.

Stormwater runoff can collect pollutants such as trash, oil, chemicals, metals, bacteria, and other contaminants as it travels across streets, parking lots, and other developed areas before entering the storm drain system and ultimately reaching local waterways. The MS4 Permit therefore requires cities and other public agencies to monitor stormwater, reduce pollutants, document compliance, and report the results to the Regional Board.

Beginning in 2012, the MS4 Permit provided municipalities with the ability to work collaboratively and develop regional programs for meeting these requirements. These programs include a Watershed Management Program (WMP), which establishes the overall strategy for reducing pollutants and meeting water-quality requirements, and a Coordinated Integrated Monitoring Program (CIMP), which establishes how participating agencies monitor water quality and evaluate the effectiveness of those efforts. In 2015, the City elected to participate in the Dominguez Channel Watershed Management Area (DCWMA) Group, a regional partnership of neighboring cities and public agencies that work together to meet applicable stormwater requirements. Participation allows Carson to coordinate monitoring, studies, reporting, and other compliance activities with neighboring agencies rather than performing all required activities independently. This collaborative approach is intended to reduce duplication of work, share costs among participating agencies, and provide a coordinated approach to improving regional water quality. On December 15, 2015, the City Council approved the City's participation in the DCWMA Group's Enhanced Watershed Management Program (EWMP) and Coordinated Integrated Monitoring Program. The EWMP is the regional plan that identifies strategies and projects intended to reduce stormwater pollution and achieve applicable water-quality requirements, while the CIMP establishes the monitoring activities used to measure water quality and demonstrate compliance. The participating agencies also established their respective responsibilities for administering and funding these programs.

On June 5, 2018, the City Council approved a Memorandum of Agreement (MOA) establishing the administrative and cost-sharing responsibilities of the participating agencies. An MOA is a formal agreement that defines how participating public agencies will work together, including their respective responsibilities and how shared program costs will be allocated. Funding for the City's participation was approved through the General Fund. On July 23, 2021, the Regional Board issued an updated MS4 Permit, which became effective September 11, 2021. The updated Permit continued and modified requirements governing stormwater discharges from municipalities throughout the region. In response, the DCWMA Group updated its EWMP to reflect the new requirements. The Regional Board approved the revised EWMP on May 8, 2023. The DCWMA Group has also been updating the CIMP to remain consistent with the current Permit and Regional Board requirements.

The previous MOA expired at the end of Fiscal Year 2025-26. A new agreement is therefore necessary to continue the regional partnership and provide for the administration and funding of the monitoring, reporting, studies, and other activities required to maintain compliance with the MS4 Permit. Finalization of the new MOA extended beyond the expiration of the previous agreement due to revisions among the participating agencies; however, stormwater compliance services were not interrupted, and the final agreement was provided to City staff in late July 2026.

Under the proposed MOA, the City of Los Angeles will continue serving as the lead agency responsible for coordinating the regional program, including water-quality monitoring required under the CIMP and other EWMP-related activities such as technical studies, regulatory communications, and reporting. The South Bay Cities Council of Governments (SBCCOG) will continue administering the collection of each participating agency's share of program implementation costs. This structure allows the participating agencies to share the administrative and financial responsibilities associated with regional stormwater compliance. The proposed MOA includes the City of Carson, City of Los Angeles, City of El Segundo, City of Hawthorne, City of Inglewood, City of Lawndale, City of Lomita, County of Los Angeles, Los Angeles County Flood Control District, and the South Bay Cities Council of Governments. The agreement establishes the responsibilities of the participating agencies and provides the framework for sharing the costs associated with implementing the EWMP and CIMP. Approval of the proposed MOA will allow the City of Carson to continue participating in the regional program through June 30, 2031. Continued participation provides the City with a coordinated and cost-sharing approach to meeting federally and state-mandated stormwater monitoring and reporting requirements while avoiding unnecessary duplication of services among neighboring agencies.

Consequently, staff recommends that the City Council approve the proposed Memorandum of Agreement for administration and cost sharing associated with implementation of the Dominguez Channel Watershed Management Area Enhanced Watershed Management Program and Coordinated Integrated Monitoring Program through June 30, 2031. Approval will allow the City to continue working collaboratively with its regional partners and support the City's ongoing compliance with applicable NPDES/MS4 Permit requirements.

V. FISCAL IMPACT

The City's total estimated cost to participate in the Dominguez Channel Watershed Management Area (DCWMA) Group's Coordinated Integrated Monitoring Program (CIMP) and Enhanced Watershed Management Program (EWMP) over the five-year agreement term is $1,693,553. Funding for the first year of the agreement, Fiscal Year 2026-27, was included in the City's adopted Fiscal Year 2026-27 Operating Budget, approved by the City Council on June 16, 2026, through Resolution No. 26-063. Funding is available in the Public Works Water Compliance Account No. 101-80-820-285-6004. Costs for the remaining four years of the agreement will be incorporated into the City's annual budget process and are subject to City Council approval as part of each applicable fiscal year budget. The proposed agreement covers a five-year period from July 1, 2026, through June 30, 2031. The City's estimated annual costs are as follows:

Fiscal Year	**Estimated City Cost**
FY 2026-27	$324,875
FY 2027-28	$312,368
FY 2028-29	$387,648
FY 2029-30	$333,051
FY 2030-31	$335,611
Total Estimated Cost	**$1,693,553**

These costs represent the City of Carson's estimated share of the regional monitoring, administration, and implementation activities necessary to support compliance with applicable stormwater requirements. By participating jointly with other agencies in the DCWMA Group, the City shares the costs of required regional activities rather than independently funding and administering comparable monitoring and compliance efforts

VI. EXHIBITS

1. Proposed FY 26-31 Memorandum of Agreement

Attachments

1. FY 26-31 Memorandum of Agreement

MEMORANDUM OF AGREEMENT

BETWEEN THE CITY OF LOS ANGELES, THE CITY OF CARSON, THE CITY OF EL SEGUNDO, THE CITY OF HAWTHORNE, THE CITY OF INGLEWOOD, THE CITY OF LAWNDALE, THE CITY OF LOMITA, LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, THE COUNTY OF LOS ANGELES, AND THE SOUTH BAY CITIES COUNCIL OF GOVERNMENTS

REGARDING THE ADMINISTRATION AND COST SHARING FOR IMPLEMENTING THE COORDINATED INTEGRATED MONITORING PROGRAM (CIMP) AND WATERSHED MANAGEMENT PROGRAM (WMP) FOR THE DOMINGUEZ CHANNEL WATERSHED MANAGEMENT AREA

This Memorandum of Agreement (MOA), including its attachments, exhibits and schedules, is made and entered into as of July 1st, 2026 by and between THE SOUTH BAY CITIES COUNCIL OF GOVERNMENTS (SBCCOG), a California Joint Powers Authority, and THE CITY OF LOS ANGELES (CITY), a municipal corporation, THE CITY OF CARSON, a municipal corporation, THE CITY OF EL SEGUNDO, a municipal corporation, THE CITY OF HAWTHORNE, a municipal corporation, THE CITY OF INGLEWOOD, a municipal corporation, THE CITY OF LAWNDALE, a municipal corporation, THE CITY OF LOMITA, a municipal corporation, LOS ANGELES COUNTY FLOOD CONTROL DISTRICT (LACFCD), a body corporate and politic, and the COUNTY OF LOS ANGELES (COUNTY), a political subdivision of the State of California. Collectively, these entities shall be known herein as PARTIES or individually as PARTY.

RECITALS

WHEREAS, the U.S. Environmental Protection Agency (USEPA) and the California Regional Water Quality Control Board, Los Angeles Region (Regional Board) have classified the Greater Los Angeles County Municipal Separate Storm Sewer System (MS4) as a large MS4 pursuant to 40 Code of Federal Regulations (CFR) section 122.26(b)(4) and a major facility pursuant to 40 CFR section 122.2; and

WHEREAS, the Regional Board adopted the 2021 Regional Phase I MS4 Permit Order No. R4-2021-0105; and

WHEREAS the 2021 MS4 Permit became effective on September 11, 2021, and requires the COUNTY, LACFCD, and 85 cities within the coastal watersheds of Los Angeles County, Ventura County Watershed Protection District, the County of Ventura, and 10 cities within Ventura County comply with its prescribed elements; and

WHEREAS, the MS4 Permit identifies the PARTIES as MS4 permittees responsible for compliance with the Permit's requirements pertaining to the PARTIES'

collective jurisdictional area in the Dominguez Channel Watershed Management Area as identified in Exhibit D of this MOA; and

WHEREAS, the CITY and the cities of Carson, El Segundo, Hawthorne, Inglewood, Lawndale, Lomita, and LACFCD and the COUNTY formed the Dominguez Channel Watershed Management Group (DC WMG) to collaborate on the Watershed Management Program (WMP) and the Coordinated Integrated Monitoring Program (CIMP) in accordance with the MS4 Permit, with the CITY serving as the DC WMG Lead Agency; and

WHEREAS, the WMP was submitted to the Regional Board by the PARTIES on June 25, 2015, and was approved by the Regional Board on April 20, 2016; and

WHEREAS, a revised WMP was submitted to the Regional Board on June 29, 2021 and was approved by the Regional Board on October 15, 2025; and

WHEREAS, the first CIMP was submitted to the Regional Board by the PARTIES on April 18, 2016, and was approved by the Regional Board on July 1, 2016; and

WHEREAS, a revised CIMP was submitted to the Regional Board on March 11, 2023 and was approved by the Regional Board on June 12, 2026; and

WHEREAS, the PARTIES have agreed to cooperatively share and fully fund the estimated costs of the implementation of the CIMP and WMP; and

WHEREAS, the PARTIES agree that each shall assume full and independent responsibility for ensuring its own compliance with the MS4 Permit notwithstanding this MOA; and

WHEREAS, the PARTIES desire to have the SBCCOG: (a) invoice and collect funds from each of the PARTIES to cover the costs of MONITORING SERVICES and WMP-RELATED TASKS as detailed in Exhibit A hereto, and pay the same to the CITY; (b) perform tasks identified in CONTRACT ADMINISTRATION in Exhibit A hereto.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the PARTIES, and of the promises contained in this MOA, the PARTIES agree as follows:

Section 1. Recitals. The recitals set forth above are true and correct and fully incorporated into this MOA.

Section 2. Purpose. The purpose of this MOA is to cooperatively fund the MONITORING SERVICES and WMP-RELATED TASKS, as set forth in Exhibit A of this MOA.

Section 3. Cooperation. The PARTIES shall fully cooperate with one another to attain the purposes of this MOA.

Section 4. Voluntary. The PARTIES have voluntarily entered into this MOA for the implementation of the MONITORING SERVICES and WMP-RELATED TASKS and authorize the SBCCOG to administer the cost-sharing.

Section 5. Term. This MOA shall become effective on July 1, 2026 and shall remain in effect for three (3) years up to and including June 30, 2029. The MOA may be extended, through mutual agreement of the PARTIES, for up to two (2) additional one (1) year terms.

Section 6. Commitment. Once effective, the PARTIES agree to uphold the promises contained in this MOA for the duration of the agreed upon term. The PARTIES agree that costs, expenses, fees, liabilities, and obligations incurred by the CITY in performing MONITORING SERVICES in accordance with Tables 2-2D(i) of Exhibit B and WMP-RELATED TASKS in accordance with Tables 3-3B of Exhibit B prior to the execution date of this MOA but after July 1, 2026, shall be cost-shared under this Agreement according to the amounts specified in Exhibit B and shall be included in the first invoice.

Section 7. THE PARTIES AGREE:

a. Monitoring Services. The CITY will perform the MONITORING SERVICES as defined in Exhibit A.

b. WMP-Related Tasks. The CITY and the SBCCOG will perform the WMP-RELATED TASKS, as defined in Exhibit A.

c. Reporting. Each PARTY hereto authorizes the CITY to prepare and submit reports to the Regional Board as required by the MS4 Permit. In addition, the CITY will submit to the PARTIES the data used to prepare the reports. This data will be transmitted electronically to all PARTIES and as requested by the Regional Board. The CITY will provide sufficient time for the PARTIES to review the reports prepared prior to submission to the Regional Board. The CITY shall consider incorporating such comments received and answering a PARTY's questions to the best of its abilities prior to its submittal to the Regional Board. Any comments received related to a PARTY's compliance determinations will be addressed or provided a response from the CITY prior to submittal to the Regional Board.

d. Contract Administration. The SBCCOG will be responsible for CONTRACT ADMINISTRATION, as defined in Exhibit A.

e. Communication. To the extent the PARTIES have communications related to CONTRACT ADMINISTRATION as defined in Exhibit A, such communications shall be directed to the SBCCOG. Communications concerning MONITORING SERVICES and WMP-RELATED TASKS under this Agreement shall be directed to the DC WMG Lead Agency. Written notice will be provided to the PARTIES should contact information for the SBCCOG and/or the DC WMG Lead Agency change.

f. Contracting. The PARTIES contemplate that other individual NPDES permit holders may wish to participate in the MONITORING SERVICES without being a PARTY to this MOA. In the event that another NPDES permittee wants to participate in the MONITORING SERVICES, the SBCCOG may enter into a separate, individual agreement with such individual NPDES permittee. The individual NPDES permittee will not become a PARTY to this MOA but will be responsible for its proportionate share of the costs for those MONITORING SERVICES. If other individual NPDES permit holders' participation modifies the PARTIES' proportionate cost share, each PARTY'S proportional payment obligation shall be modified administratively in Exhibit B.

Section 8. Invoicing and Payment

a. Invoicing. The SBCCOG will invoice all PARTIES, except the CITY, annually in amounts not exceeding the invoice amounts shown in Table 1 of Exhibit B. The annual invoices will be issued by the SBCCOG to the PARTIES in July of each calendar year for their proportional share of the estimated cost for MONITORING SERVICES and WMP-RELATED TASKS, including SBCCOG's Contract Management Fee, for the fiscal year, as shown in Table 1 of Exhibit B. The first invoice will be issued in July 2026 or upon the execution of this Agreement, whichever is later. The PARTIES hereby acknowledge and ratify services performed on or after the earlier of July 1st, 2026 or the date of the last signature of the PARTIES that are performed in accordance with the terms and conditions of the MOA. Such services shall be included in the first invoice and reimbursable pursuant to this MOA.

i. CITY Invoicing. The SBCCOG shall invoice the CITY annually in amounts not exceeding the invoice amounts shown in Tables 3 and 4 of Exhibit B ("Annual Invoice"). The Annual Invoice will be issued by SBCCOG to the CITY in July of each calendar year for its proportional share of the estimated cost of WMP-RELATED TASKS, including SBCCOG's Contract Management Fee, for the fiscal year, as shown in Table 4 of Exhibit B. The first invoice will be issued in July 2026 or upon the execution of this Agreement, whichever is later. The CITY and SBCCOG hereby acknowledge and ratify services performed on or after the earlier of July 1st, 2026 or the date of the last signature of the PARTIES that are performed in accordance with the terms and conditions of the MOA. Such services shall be included in the first invoice and reimbursable pursuant to this MOA. The CITY shall not be subject to Sections 8(c) or 8(d).

ii. CITY Reimbursement. The CITY and SBCCOG shall complete a reconciliation process consistent with the one outlined in Section 8(h) on an annual basis. Upon completion of the reconciliation, the CITY shall invoice SBCCOG for reimbursement due back to the CITY for that fiscal year. SBCCOG shall pay the CITY within sixty (60) days of receipt of the invoice

from the CITY. If the CITY has not remitted payment to SBCCOG for its Annual Invoice by the completion of the annual reconciliation, SBCCOG shall deduct the CITY's share for MONITORING SERVICES and the amount of the Annual Invoice from the CITY's reimbursement.

b. Annual Payment. Each PARTY, excluding the CITY, shall pay the SBCCOG for their invoice within sixty (60) days of receipt of the invoice from the SBCCOG.

c. Late Payment Penalty. Any payment that is not received within sixty (60) days following receipt of the invoice from SBCCOG shall be subject to a late payment of 10%. Interest on any late payments shall accrue at the rate of 1% per month for each month a payment is past due.

d. Delinquent Payments. A payment not made within three hundred and sixty-five (365) days after receipt of the invoice from the SBCCOG shall result in the SBCCOG notifying the Regional Board and the PARTIES that the delinquent PARTY is no longer a participating member of the CIMP or WMP. The PARTY shall be deemed to have withdrawn from this MOA and the remaining PARTIES' cost share allocation shall be adjusted in accordance with the cost allocation formula in Table 1 of Exhibit B. Withdrawal shall not relieve a PARTY's obligation to pay its proportionate share of costs that were due at the time of the deemed withdrawal.

e. Contingency. Each PARTY's annual invoice will include a contingency of fifteen percent (15%) for MONITORING SERVICES and fifteen percent (15%) for WMP-RELATED TASKS, as shown in Table 1 of Exhibit B. Contingency funds will be held by SBCCOG until such time as they are needed. Contingency funds that are used will be applied to each PARTY based on its proportional share. No PARTY will be obligated to pay for additional expenditures which exceed its contingency amounts without an amendment to this MOA.

   i. Monitoring Services Contingency. The CITY shall have access to the MONITORING SERVICES Contingency, for paying for or otherwise implementing the MONITORING SERVICES defined in Exhibit A of this MOA. The CITY shall notify the PARTIES before use of the MONITORING SERVICES Contingency is appropriate or required as soon as practicable, but any failure to notify any PARTY or the PARTIES shall not alter, eliminate, or affect the CITY's right to payment. The CITY will indicate the amount of MONITORING SERVICES Contingency used in its applicable invoice(s) to the SBCCOG for implementation of the MONITORING SERVICES. Should the CITY determine in its reasonable discretion that the MONITORING SERVICES Contingency not be necessary for MONITORING SERVICES, the PARTIES may administratively shift these funds to be used for WMP-RELATED TASKS, consistent with Sections 8(f) and 9(c).

ii. WMP-Related Tasks Contingency. The PARTIES may utilize WMP-RELATED TASKS Contingency to complete projects consistent with the WMP-RELATED TASKS defined in Exhibit A. To utilize WMP-RELATED TASKS Contingency for a particular purpose or task, the DC WMG must come to a majority consensus, using the process defined in Section 9(c), as to whether use of the contingency for the purpose or task proposed is appropriate, as well as the process by which such purpose or task will be implemented. The SBCCOG shall reimburse the entity responsible for implementing the approved purpose or task with the WMP-RELATED TASKS Contingency. Should the WMP-RELATED TASKS Contingency not be necessary for WMP-RELATED TASKS, the PARTIES may administratively shift these funds to be used for MONITORING SERVICES, consistent with Sections 8(f) and 9(c).

iii. Other Uses of Contingency. A PARTY or the PARTIES may utilize all or a portion of the MONITORING SERVICES Contingency and WMP-RELATED TASKS Contingency to pay for any penalties or fines assessed by the Regional Board. The PARTIES shall agree upon an approach to utilize these funds for this purpose.

f. Shifting of Funds. The PARTIES may shift funds collected under this MOA between MONITORING SERVICES and WMP-RELATED TASKS administratively, without an amendment to this MOA, provided that the overall amount does not exceed the total not-to-exceed amount of this MOA or a PARTY'S annual proportional cost, as set forth in Table 1 of Exhibit B, and if approved by a majority consensus, using the process defined in Section 9(c). Should the CITY require a shift in funds between MONITORING SERVICES and WMP-RELATED TASKS in order to implement the MONITORING SERVICES and WMP-RELATED TASKS, it shall notify the SBCCOG before shifting these funds.

g. Contract Management Fee. The SBCCOG will receive a Contract Management Fee of $50,000 per year for administration of this MOA by the SBCCOG. Each PARTY will be assessed its proportionate share of the annual Contract Management Fee as shown in Table 4 of Exhibit B.

h. Reconciliation of this MOA. The SBCCOG and CITY will provide the PARTIES with an annual accounting of expenditures for the prior fiscal year, generally consistent with the format shown in Exhibit E. The annual accounting is intended to provide transparency regarding funds received, expenditures incurred, and any remaining balances associated with the WMG activities. At the end of the MOA, SBCCOG will provide the PARTIES with an accounting of actual expenditures, consistent with the format as shown in Exhibit E, within ninety (90) days of receipt of the necessary information from the CITY. Any unexpended funds held by SBCCOG at the termination of this MOA will be rolled-over to cover expenses in any subsequent MOA. PARTIES may request in writing a refund or credit of any

unexpended funds by the SBCCOG, in accordance with the distributed cost formula set forth in Table 1 of Exhibit B.

Section 9. THE PARTIES FURTHER AGREE:

a. Documentation. The PARTIES agree to promptly provide at no cost to the CITY all requested information and documentation required by the MS4 Permit in their possession that the CITY, in its discretion, deems to be necessary or helpful for the performance of the MONITORING SERVICES and WMP-RELATED TASKS.

b. Access. During the term of this MOA on an as-needed basis, each PARTY shall allow the CITY or its contractor reasonable access and entry to land, facilities and structures owned, operated, or controlled by the PARTY, which access and entry are necessary or helpful for the CITY or its contractor to perform MONITORING SERVICES and WMP-RELATED TASKS (FACILITIES). The FACILITIES shall include but not be limited to the PARTY's storm drains, channels, catch basins, and similar, provided, however, that prior to entering any of the PARTIES' FACILITIES, the CITY or its contractor, as applicable, shall provide seventy-two (72) hours' advance written notice of entry to the applicable PARTY, or in the cases where seventy-two (72) hours' advance written notice is not possible, such as in cases of unforeseen wet weather, the CITY or its contractor shall provide written notice to the applicable PARTY as early as reasonably possible. Any PARTY, including LACFCD, agrees to provide the CITY or its contractor a "no-fee" Access Permit to its FACILITIES. This Access Permit does not cover any fees that may be required for Construction Permits for the installation of permanent monitoring equipment. The CITY shall secure any required necessary permits prior to entry.

c. Consensus. The PARTIES agree that consensus in the DC WMG will be determined by a majority (50%) voting of the DC WMG members based on each PARTY's percentage land area of the Watershed as shown in Exhibit D. Consensus shall be reached using an email vote of DC WMG members. Any PARTY that does not respond to a vote within five (5) business days shall be considered to support the majority consensus.

d. Participation. Each PARTY shall designate an individual to provide representation at the DC WMG that is authorized to provide official input on behalf of the PARTY. Each PARTY shall ensure that a representative attends the DC WMG meetings and, if necessary, responds to email communication.

e. Additional Activities. The PARTIES agree that additional activities may arise in the course of implementing this MOA, and there may be interest in utilizing funds collected through this MOA or pursuing additional funds, including but not limited to the Safe Clean Water Program and the payment of a penalty or fine from the Regional Board. The DC WMG, led by the DC WMG Lead Agency, shall discuss and determine additional activities to be completed and the implementation approach to completing those projects. The DC WMG will determine which

activities to pursue in accordance with the consensus process defined in Section 9(c). Any other PARTY that does not desire to participate in an additional activity can submit a written request to the SBCCOG that they do not desire to be part of the activity. The non-participating PARTY will not be responsible for its proportionate share of funds to complete the additional project, and the cost will be recalculated amongst the remaining PARTIES.

Section 10. Indemnification. Each PARTY shall indemnify, defend, and hold harmless each other PARTY, on a pro rata basis, including its special districts, their member agencies, elected and appointed officers, employees, agents, attorneys, and designated volunteers from and against any and all liability, including, but not limited to, demands, claims, actions, fees, costs, and expenses (including reasonable attorneys and expert witness fees), arising from or connected with this MOA; provided, however, that no PARTY shall indemnify another PARTY for that PARTY's own negligence or willful misconduct. Each PARTY's duty to defend, indemnify and hold harmless shall survive and continue in full force and effect after withdrawal of any PARTY from this Agreement, including as to the withdrawing PARTY, or expiration or termination of this MOA for any reason with respect to any Claims that occurred before the date of such withdrawal, expiration or termination.

Section 11. Termination

a. Noticing. Any PARTY may withdraw from this MOA for any reason, in whole or part, by giving the SBCCOG and the Regional Board thirty (30) days written notice thereof. Upon receipt of the notice of withdrawal, the CITY shall inform all other PARTIES in writing of the pending withdrawal. Withdrawing PARTIES shall remain wholly responsible for their proportional share of the costs of MONITORING SERVICES and WMP-RELATED TASKS, set forth in Exhibit B to this MOA, for any fiscal year for which the PARTY has not withdrawn. Withdrawing PARTIES shall not be entitled to any refunds. Each PARTY shall also be responsible for the payment of its own fines, penalties or costs incurred as a result of the non-performance of the CIMP and/or WMP. Upon withdrawal by the SBCCOG, the PARTIES shall meet and confer to designate an alternate organization to accept the SBCCOG's responsibilities under this MOA.

b. Default. If a PARTY fails to comply with any of the terms or conditions of this MOA, that PARTY shall forfeit its rights to the work completed through this MOA, but no such forfeiture shall occur unless and until the defaulting PARTY has first been given notice of its default and a reasonable opportunity to cure the alleged default.

c. Equipment Ownership. Devices such as automatic sampling stations - inclusive of a cabinet, sampling equipment, ancillary devices, power supplies (EQUIPMENT) may be installed to implement the CIMP. Any PARTY voluntarily terminating membership will not be entitled to a refund for the portion of the share paid to acquire and to operate the EQUIPMENT nor for the remaining value of the EQUIPMENT, if any. The operational life of such EQUIPMENT is approximately

seven years, and after which it may be obsolete or may require major remodel or replacement of electrical and mechanical components costing equivalent to a purchase of a new EQUIPMENT. The remaining PARTIES agree to own, operate and maintain and or replace the EQUIPMENT.

Section 12. General Provisions

a. Notices. Any notices, bills, invoices, or reports relating to this MOA, and any request, demand, statement, or other communication required or permitted hereunder shall be in writing and shall be delivered to the representatives of the PARTIES at the addresses set forth in Exhibit C attached hereto and incorporated herein by reference. PARTIES shall promptly notify each other of any change of contact information, including personnel changes, provided in Exhibit C. Written notice shall include notice delivered via email or fax. A notice shall be deemed to have been received on (a) the date of delivery, if delivered by hand during regular business hours, or by confirmed facsimile or by email; or (b) on the third (3rd) business day following mailing by registered or certified mail (return receipt requested) to the addresses set forth in Exhibit C.

b. Administration. For the purposes of this MOA, the PARTIES and SBCCOG hereby designate as their respective representatives the persons named in Exhibit C. The designated representatives, or their respective designees, shall administer the terms and conditions of this MOA on behalf of their respective entities. Each of the persons signing below on behalf of a PARTY or the SBCCOG represents and warrants that he or she is authorized to sign this MOA on behalf of such entity.

c. Relationship of the Parties. The PARTIES to this MOA are, and shall at all times remain as to each other, wholly independent entities. No PARTY shall have power to incur any debt, obligation, or liability on behalf of any other PARTY unless expressly provided to the contrary by this MOA. No employee, agent, or officer of a PARTY shall be deemed for any purpose whatsoever to be an agent, employee, or officer of another PARTY.

d. Amendment. The terms and provisions of this MOA may not be amended, modified, or waived, except by an instrument in writing signed by all non-delinquent PARTIES and the SBCCOG. Such amendments may be executed by those individuals listed in Exhibit C or by a person authorized to execute such amendment on behalf of each PARTY.

e. Law to Govern. This MOA is governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California. In the event of litigation related to this MOA, venue in the State Superior Court or Federal District Court shall lie exclusively in the County of Los Angeles.

f. No Presumption in Drafting. The PARTIES to this MOA agree that the general rule that an MOA is to be interpreted against the PARTY drafting it, or causing it to be prepared shall not apply.

g. Severability. If any provision of this MOA shall be determined by any court to be invalid, illegal, or unenforceable to any extent, then the remainder of this MOA shall not be affected, and this MOA shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in this MOA.

h. Entire Agreement. This MOA constitutes the entire agreement of the PARTIES to this MOA with respect to the subject matter hereof.

i. Waiver. Waiver by any PARTY to this MOA of any term, condition, or covenant of this MOA shall not constitute a waiver of any other term, condition, or covenant. Waiver by any PARTY to this MOA of any breach of the provisions of this MOA shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this MOA.

j. Counterparts. This MOA may be executed in any number of counterparts, which execution may be by electronic means as defined in Civil Code section 1633.2 and each of which shall be an original, but all of which taken together shall constitute but one and the same instrument, provided, however, that such counterparts shall have been delivered to all PARTIES to this MOA.

k. Successors. This MOA shall be binding upon and shall inure to the benefit of the successors of the respective PARTIES. No PARTY may assign any right or obligation hereunder without the written consent of a consensus of the other PARTIES, as determined pursuant to Section 9(c).

l. All PARTIES to this MOA have been represented by counsel in the preparation and negotiation of this MOA. Accordingly, this MOA shall be construed according to its fair language.

IN WITNESS WHEREOF, the PARTIES have caused this MOA to be executed by their duly authorized representatives and affixed as of the date of signature of the PARTIES:

CITY OF LOS ANGELES

Date: _____

By: _____
Steve S. Kang, President
Board of Public Works

ATTEST:

_____
Patrice Lattimore
City Clerk

APPROVED AS TO FORM:

Hydee Feldstein Soto
City Attorney

By: _____
Adena M. Hopenstand
Deputy City Attorney

COUNTY OF LOS ANGELES

By _____ _____
Mark Pestrella, Director of Public Works Date

APPROVED AS TO FORM:

Dawyn R. Harrison
County Counsel

By _____ _____
Deputy Date

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

By _____ _____
Mark Pestrella, Chief Engineer Date

APPROVED AS TO FORM:

Dawyn R. Harrison
County Counsel

By _____ _____
Deputy Date

CITY OF CARSON

By _____ _____
David C. Roberts Date
City Manager

ATTEST:

By _____
Dr. Khaleah K. Bradshaw
City Clerk

APPROVED AS TO FORM:

By _____ _____
Sunny Soltani Date
City Attorney

CITY OF EL SEGUNDO

By _____ _____
Darrell George Date
City Manager

ATTEST:

By _____
Susan Truax
City Clerk

APPROVED AS TO FORM:

By _____ _____
Mark D. Hensley Date
City Attorney

CITY OF HAWTHORNE

By _____ _____
Vontray Norris Date
City Manager

ATTEST:

By _____
Dayna Williams-Hunter
City Clerk

APPROVED AS TO FORM:

By _____ _____
David Caceres Date
City Attorney

CITY OF INGLEWOOD

By _____ _____
James T. Butts, Jr. Date
Mayor

ATTEST:

By _____
Aisha L. Thompson
City Clerk

APPROVED AS TO FORM:

By _____ _____
Rick R. Olivarez Date
City Attorney

CITY OF LAWNDALE

By _____ _____
Lucho Rodriguez Date
Acting City Manager

ATTEST:

By _____
Erica Harbison
City Clerk

APPROVED AS TO FORM:

By _____ _____
Gregory Murphy Date
City Attorney

CITY OF LOMITA

By _____ _____
Cindy Segawa Date
Mayor

ATTEST:

By _____
Kathleen Horn-Gregory
City Clerk

APPROVED AS TO FORM:

By _____ _____
Trevor Rusin Date
City Attorney

South Bay Cities Council of Governments

Date: _____ By: _____

ATTEST:

By: _____

APPROVED AS TO FORM:

By: _____

Counsel for the SBCCOG

EXHIBIT A
MOA Scope of Work

The purpose of this MOA is to facilitate compliance by the DC WMG with the MS4 Permit. The tasks below outline the broadly-expected work anticipated to comply with the Permit.

MONITORING SERVICES
This includes any and all tasks required to comply with the monitoring requirements established in the MS4 Permit and associated documents. This includes but is not limited to implementation of the DC CIMP (Coordinated Integrated Monitoring Program), which includes but is not limited to the following activities:

- Receiving Water Monitoring
- Stormwater Outfall Monitoring
- Non-Stormwater Outfall Monitoring
- Urban Lakes Monitoring
- Data Management
- Capital, Operation, and Maintenance Activities
- Purchasing, maintaining, and replacing equipment (capital costs) necessary for monitoring activities
- Development of the monitoring sections to be included in the Annual Report (e.g., trends analysis, Total Maximum Daily Load (TMDL) attainment, summary of monitoring activities)
- Annual Reconciliation of the MONITORING SERVICES under the MOA
- This work may include additional activities and requirements based upon the March 2023 CIMP revisions, any other future CIMP revision, and subsequent requirements set by the Regional Board.

The CITY is responsible for completing the MONITORING SERVICES in this MOA, including by utilizing consultant support services.

WMP-RELATED TASKS
This includes any and all tasks required to comply with the MS4 Permit, as well as other work that is determined to advance the Parties' efforts in complying with the MS4 Permit. The DC WMG is required to complete the following activities as part of the DC Watershed Management Program (WMP). This includes but is not limited to the sub-tasks defined below:

- Annual Reporting (including the WMP Progress Report)
- Adaptive Management
- WMP Revisions
- Website management (lastormh2o.org)
- California Stormwater Quality Association (CASQA) Membership
- Coordination with the PARTIES and the Regional Board for MS4 Permit renewal as related to CIMP and WMP implementation
- Potential penalties or fines imposed by the Regional Board for Permit Notices of Violations or similar violations

Contracts regarding WMP-RELATED TASKS will be administered by the SBCCOG utilizing a consultant(s) selected in coordination with the DC WMG, unless otherwise determined by the DC WMG. The lead agency of the DC WMG will provide subject-matter expertise and project management support to the SBCCOG and its consultant(s) for the purposes of completing this task.

CONTRACT ADMINISTRATION

This includes any and all tasks associated with administering this MOA, including but not limited to the following:

- Facilitate the development of agreements and subsequent amendments for the DC WMG
- Manage procurements, contracting, and contract administration for consultants and contractors, with the DC WMG Lead Agency providing subject-matter expertise and project management support. This could include establishing and managing a bench of technical consultants that could be utilized by any PARTY.
- Distribute invoices and collect payment from PARTIES
- Pay invoices from the CITY, upon receipt of invoice, as established in section 8(a) of the MOA
- Manage the MOA budget in coordination with the DC WMG Lead Agency
- Facilitate the preparation of DC WMG administrative procedures by DC WMG and ensure compliance with these procedures
- Annual Reconciliation of WMP-related tasks under the MOA

The CONTRACT ADMINISTRATION tasks will be completed by SBCCOG.

Additional tasks may be identified in the process of complying with the MS4 Permit, at which point the DC WMG would determine the optimal approach to ensuring that the DC WMG remains in compliance with any and all aspects of the MS4 Permit and its associated documents.

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MOA Cost Estimate Tables

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Table 1. CIMP/WMP Implementation Invoicing Schedule

Agency	July 2026	July 2027	July 2028	July 2029	July 2030	Total Invoiced (5 years)
Total Cost of DC MOA	**$1,482,221**	**$1,430,023**	**$1,700,895**	**$1,516,330**	**$1,527,673**	**$7,657,142**
LACFCD	$77,476	$69,592	$88,206	$73,661	$79,395	**$388,330**
City of Los Angeles	$553,087	$541,669	$598,948	$569,598	$569,050	**$2,832,352**
County of Los Angeles	$211,241	$203,133	$250,681	$216,566	$217,984	**$1,099,605**
City of Carson	$324,875	$312,368	$387,648	$333,051	$335,611	**$1,693,553**
City of El Segundo	$25,809	$25,123	$33,518	$26,533	$27,477	**$138,460**
City of Hawthorne	$80,219	$78,086	$104,177	$82,468	$85,401	**$430,351**
City of Inglewood	$80,061	$77,932	$103,972	$82,304	$85,232	**$429,501**
City of Lawndale	$25,960	$25,271	$33,713	$26,688	$27,638	**$139,270**
City of Lomita	$103,493	$96,849	$100,032	$105,461	$99,885	**$505,720**

Note:
Total Cost = Total CIMP (Table 2) + Total WMP & CASQA (Table 3) + SBCCOG Fee (Table 4)

Table 2. Distribution of Total CIMP Implementation Costs

Agency	Fiscal Year 26-27	Fiscal Year 27-28	Fiscal Year 28-29	Fiscal Year 29-30	Fiscal Year 30-31	5-Year Total
Total Cost of DC WMA CIMP	**$915,306**	**$846,320**	**$1,106,061**	**$910,059**	**$909,648**	**$4,687,394**
LACFCD	$51,502	$43,209	$61,407	$46,437	$51,738	**$254,293**
City of Los Angeles	$346,734	$329,067	$382,259	$348,709	$343,841	**$1,750,610**
County of Los Angeles	$128,674	$118,067	$163,979	$128,183	$127,873	**$666,776**
City of Carson	$196,339	$179,941	$252,675	$195,462	$195,332	**$1,019,749**
City of El Segundo	$12,382	$11,289	$19,418	$12,159	$12,822	**$68,070**
City of Hawthorne	$38,484	$35,088	$60,351	$37,793	$39,853	**$211,569**
City of Inglewood	$38,409	$35,019	$60,233	$37,718	$39,774	**$211,153**
City of Lawndale	$12,454	$11,355	$19,531	$12,230	$12,898	**$68,468**
City of Lomita	$90,328	$83,285	$86,208	$91,368	$85,517	**$436,706**

Note:
Total Cost = Universal Costs (Shared Items) + Dominguez Channel Sub-Watershed Costs + Machado Lake Watershed Costs + LA Harbor Costs.

Table 2A. Distribution of Universal CIMP Costs (Shared Items)

Agency	Area (acres)	% of Total Area	Fiscal Year 26-27	Fiscal Year 27-28	Fiscal Year 28-29	Fiscal Year 29-30	Fiscal Year 30-31	5-Year Total
Universal Costs (shared)	**50,444.88**	**100%**	**$439,525**	**$431,805**	**$472,945**	**$434,296**	**$437,882**	**$2,216,453**
LACFCD[1]	--	--	$21,976	$21,590	$23,647	$21,715	$21,894	**$110,822**
City of Los Angeles	19,243.21	38.15%	$159,282	$156,485	$171,394	$157,387	$158,687	**$803,235**
County of Los Angeles	7,699.69	15.26%	$63,733	$62,613	$68,579	$62,975	$63,495	**$321,395**
City of Carson	11,986.38	23.76%	$99,215	$97,472	$106,759	$98,035	$98,844	**$500,325**
City of El Segundo	1,252.18	2.48%	$10,365	$10,183	$11,153	$10,241	$10,326	**$52,268**
City of Hawthorne	3,891.93	7.72%	$32,215	$31,649	$34,664	$31,832	$32,094	**$162,454**
City of Inglewood	3,884.28	7.70%	$32,152	$31,587	$34,596	$31,769	$32,031	**$162,135**
City of Lawndale	1,259.51	2.50%	$10,425	$10,242	$11,218	$10,301	$10,387	**$52,573**
City of Lomita	1,227.70	2.43%	$10,162	$9,984	$10,935	$10,041	$10,124	**$51,246**

[1] LACFCD is responsible for 5% of the Universal Costs, which is subtracted before distributing the cost among the other agencies.

Table 2A(i). Universal CIMP Costs (Shared Items)

CIMP Monitoring Component	Fiscal Year 26-27	Fiscal Year 27-28	Fiscal Year 28-29	Fiscal Year 29-30	Fiscal Year 30-31
Labor	$ 80,000	$ 80,000	$ 90,000	$ 80,000	$ 80,000
Lab Analysis	$ 182,170	$ 156,513	$ 159,896	$ 156,513	$ 159,896
Lab Data Handling Fee (15%)	$ 27,326	$ 23,477	$ 23,984	$ 23,477	$ 23,984
Lab Analysis (TIEs)	$ 16,500	$ 16,500	$ 16,500	$ 16,500	$ 16,500
Contract Services	$ 50,000	$ 50,000	$ 80,000	$ 50,000	$ 50,000
Equipment	$ 8,000	$ 25,000	$ 8,000	$ 15,000	$ 8,000
Administrative Fee (5%)	$ 18,200	$ 17,574	$ 18,919	$ 17,074	$ 16,919
Sub-Total	$ 382,196	$ 369,064	$ 397,299	$ 358,564	$ 355,299
Annual Escalation (2%)	--	$ 7,381	$ 16,051	$ 21,947	$ 29,288
Contingency (15%)	$ 57,329	$ 55,360	$ 59,595	$ 53,785	$ 53,295
Total	**$ 439,525**	**$ 431,805**	**$ 472,945**	**$ 434,296**	**$ 437,882**

Table 2B. Distribution of Dominguez Channel Sub-Watershed Monitoring Costs

Agency	Area (acres)	% of Total Area	Fiscal Year 26-27	Fiscal Year 27-28	Fiscal Year 28-29	Fiscal Year 29-30	Fiscal Year 30-31	5-Year Total
Dominguez Channel Sub-Watershed Monitoring	**33,785.82**	**100%**	**$57,288**	**$31,425**	**$234,728**	**$54,470**	**$70,897**	**$448,808**
LACFCD[1]	--	--	$2,864	$1,571	$11,736	$2,724	$3,545	**$22,440**
City of Los Angeles	5,986.68	17.72%	$9,644	$5,290	$39,513	$9,169	$11,934	**$75,550**
County of Los Angeles	6,755.80	20.00%	$10,883	$5,970	$44,589	$10,347	$13,468	**$85,257**
City of Carson	10,755.44	31.83%	$17,325	$9,504	$70,988	$16,473	$21,441	**$135,731**
City of El Segundo	1,252.18	3.71%	$2,017	$1,106	$8,265	$1,918	$2,496	**$15,802**
City of Hawthorne	3,891.93	11.52%	$6,269	$3,439	$25,687	$5,961	$7,759	**$49,115**
City of Inglewood	3,884.28	11.50%	$6,257	$3,432	$25,637	$5,949	$7,743	**$49,018**
City of Lawndale	1,259.51	3.73%	$2,029	$1,113	$8,313	$1,929	$2,511	**$15,895**

[1] LACFCD is responsible for 5% of the Dominguez Channel Sub-Watershed Cost, which is subtracted before distributing the cost among the other agencies.

Table 2B(i). Dominguez Channel Sub-Watershed Monitoring Costs

CIMP Monitoring Component	Fiscal Year 26-27	Fiscal Year 27-28	Fiscal Year 28-29	Fiscal Year 29-30	Fiscal Year 30-31
Labor	$ 8,000	$ 8,000	$ 9,000	$ 8,000	$ 8,000
Lab Analysis	$ 26,473	$ 3,983	$ 147,647	$ 18,983	$ 32,858
Lab Data Handling Fee (15%)	$ 3,971	$ 597	$ 22,147	$ 2,847	$ 4,929
Lab Analysis (TIEs)	--	--	--	--	--
Contract Services	$ 8,000	$ 8,000	$ 8,000	$ 8,000	$ 8,000
Equipment	$ 1,000	$ 5,000	$ 1,000	$ 5,000	$ 1,000
Administrative Fee (5%)	$ 2,372	$ 1,279	$ 9,390	$ 2,142	$ 2,739
Sub-Total	$ 49,816	$ 26,859	$ 197,184	$ 44,972	$ 57,526
Annual Escalation (2%)	--	$ 537	$ 7,966	$ 2,753	$ 4,742
Contingency (15%)	$ 7,472	$ 4,029	$ 29,578	$ 6,746	$ 8,629
Total	**$ 57,288**	**$ 31,425**	**$ 234,728**	**$ 54,470**	**$ 70,897**

Table 2C. Distribution of Machado Lake Watershed Monitoring Costs

Agency	Area (acres)	% of Total Area	Fiscal Year 26-27	Fiscal Year 27-28	Fiscal Year 28-29	Fiscal Year 29-30	Fiscal Year 30-31	5-Year Total
Machado Lake Watershed Monitoring[1]	**5,228.39**	**100%**	**$363,747**	**$332,597**	**$341,545**	**$369,013**	**$342,087**	**$1,748,989**
LACFCD[2]	--	--	$18,187	$16,630	$17,077	$18,451	$17,104	**$87,449**
City of Los Angeles	1,998.43	38.22%	$132,082	$120,771	$124,020	$133,994	$124,217	**$635,084**
County of Los Angeles	809.66	15.49%	$53,513	$48,930	$50,247	$54,287	$50,326	**$257,303**
City of Carson	1,207.37	23.09%	$79,799	$72,965	$74,928	$80,954	$75,047	**$383,693**
City of Lomita	1,212.93	23.20%	$80,166	$73,301	$75,273	$81,327	$75,393	**$385,460**
Wilmington Drain Bed Sediment Monitoring (LACFCD)[3]			**$6,040**	**$940**	**$6,426**	**$982**	**$6,585**	**$20,973**

[1] Machado Lake Watershed Monitoring includes: In-Lake monitoring for the Nutrients & Toxics TMDLs, Non-Stormwater Outfall Monitoring, Stormwater Outfall Monitoring in Project 510 and 77 drains, and Dry & Wet Weather monitoring in Wilmington Drain.

[2] LACFCD is responsible for 5% of Machado Lake Watershed Monitoring cost which is subtracted before distributing the cost among the other agencies.

[3] LACFCD is responsible for 100% of Wilmington Drain Bed Sediment Monitoring.

Table 2C(i). Machado Lake Watershed Monitoring Costs

CIMP Monitoring Component	Fiscal Year 26-27	Fiscal Year 27-28	Fiscal Year 28-29	Fiscal Year 29-30	Fiscal Year 30-31
Labor	$ 71,200	$ 71,200	$ 80,100	$ 71,200	$ 71,200
Lab Analysis	$ 181,774	$ 143,073	$ 149,698	$ 164,310	$ 149,698
Lab Data Handling Fee (15%)	$ 27,266	$ 21,461	$ 22,455	$ 24,647	$ 22,455
Lab Analysis (TIEs)	--	--	--	--	--
Contract Services	$ 15,000	$ 15,000	$ 15,000	$ 15,000	$ 15,000
Equipment	$ 6,000	$ 20,000	$ 6,000	$ 15,000	$ 6,000
Administrative Fee (5%)	$ 15,062	$ 13,537	$ 13,663	$ 14,508	$ 13,218
Sub-Total	$ 316,302	$ 284,271	$ 286,916	$ 304,665	$ 277,571
Annual Escalation (2%)	--	$ 5,685	$ 11,591	$ 18,648	$ 22,881
Contingency (15%)	$ 47,445	$ 42,641	$ 43,037	$ 45,700	$ 41,636
Total	**$ 363,747**	**$ 332,597**	**$ 341,545**	**$ 369,013**	**$ 342,087**

Table 2D. Distribution of LA Harbor Watershed Monitoring Costs

Agency	Area (acres)	% of Total Area	Fiscal Year 26-27	Fiscal Year 27-28	Fiscal Year 28-29	Fiscal Year 29-30	Fiscal Year 30-31	5-Year Total
LA Harbor Monitoring	**11,392.33**	**100%**	**$48,706**	**$49,553**	**$50,417**	**$51,298**	**$52,197**	**$252,171**
LACFCD[1]	--	--	$2,435	$2,478	$2,521	$2,565	$2,610	**$12,609**
City of Los Angeles	11,258.10	98.82%	$45,726	$46,521	$47,332	$48,159	$49,003	**$236,741**
County of Los Angeles	134.23	1.18%	$545	$554	$564	$574	$584	**$2,821**

[1] LACFCD is responsible for 5% of the LA Harbor Cost, which is subtracted before distributing the cost among the other agencies.

Notes:

LA Harbor Monitoring includes the cost of monitoring the Main Ship Channel (HW-07).

Monitoring for the LA Harbor Bacteria TMDL at Cabrillo Beach (CB-01 and CB-02) is the sole responsibility of City of Los Angeles and is not included in the cost sharing.

Monitoring for the Greater Harbors portion of the Dominguez Channel Toxics TMDL is funded under a separate MOA.

The cities of Carson (23.57 ac) and Lomita (14.77 ac) have small portions of land within the LA Harbor sub-watershed; but are not included in the cost sharing.

Table 2D(i). LA Harbor Watershed Monitoring Costs

CIMP Monitoring Component	Fiscal Year 26-27	Fiscal Year 27-28	Fiscal Year 28-29	Fiscal Year 29-30	Fiscal Year 30-31
Labor	$ 10,000	$ 10,000	$ 10,000	$ 10,000	$ 10,000
Lab Analysis	$ 26,379	$ 26,379	$ 26,379	$ 26,379	$ 26,379
Lab Data Handling Fee (15%)	$ 3,957	$ 3,957	$ 3,957	$ 3,957	$ 3,957
Lab Analysis (TIEs)	--	--	--	--	--
Contract Services	--	--	--	--	--
Equipment	--	--	--	--	--
Administrative Fee (5%)	$ 2,017	$ 2,017	$ 2,017	$ 2,017	$ 2,017
Sub-Total	$ 42,353	$ 42,353	$ 42,353	$ 42,353	$ 42,353
Annual Escalation (2%)	--	$ 847	$ 1,711	$ 2,592	$ 3,491
Contingency (15%)	$ 6,353	$ 6,353	$ 6,353	$ 6,353	$ 6,353
Total	**$ 48,706**	**$ 49,553**	**$ 50,417**	**$ 51,298**	**$ 52,197**

Table 3. Distribution of Total WMP Implementation & CASQA Membership Costs

Agency	Fiscal Year 26-27	Fiscal Year 27-28	Fiscal Year 28-29	Fiscal Year 29-30	Fiscal Year 30-31	5-Year Total
Total WMP & CASQA[1]	**$516,915**	**$533,703**	**$544,834**	**$556,271**	**$568,025**	**$2,719,748**
LACFCD[2]	$23,474	$23,883	$24,299	$24,724	$25,157	**$121,537**
City of Los Angeles	$188,233	$194,482	$198,569	$202,769	$207,089	**$991,142**
County of Los Angeles	$75,317	$77,816	$79,452	$81,133	$82,861	**$396,579**
City of Carson	$117,249	$121,140	$123,686	$126,302	$128,992	**$617,369**
City of El Segundo	$12,248	$12,655	$12,921	$13,195	$13,476	**$64,495**
City of Hawthorne	$38,070	$39,333	$40,161	$41,010	$41,883	**$200,457**
City of Inglewood	$37,995	$39,256	$40,082	$40,929	$41,801	**$200,063**
City of Lawndale	$12,320	$12,730	$12,996	$13,272	$13,554	**$64,872**
City of Lomita	$12,009	$12,408	$12,668	$12,937	$13,212	**$63,234**

[1] Total Cost = WMP Implementation (Table 3A) + CASQA Membership Fees (Table 3B)
[2] LACFCD is responsible for 5% of WMP Implementation Costs (including Program Management, Annual Escalation, and Contingency), which is subtracted before distributing the cost among the other agencies.

Table 3A. Distribution of WMP Implementation Costs

Agency	Area (acres)	% of Total Area	Fiscal Year 26-27	Fiscal Year 27-28	Fiscal Year 28-29	Fiscal Year 29-30	Fiscal Year 30-31	5-Year Total
Total WMP Costs	**50,444.88**	**100%**	**$469,488**	**$477,653**	**$485,981**	**$494,476**	**$503,140**	**$2,430,738**
LACFCD[1]	--	--	$23,474	$23,883	$24,299	$24,724	$25,157	**$121,537**
City of Los Angeles	19,243.21	38.15%	$170,141	$173,100	$176,118	$179,196	$182,337	**$880,892**
County of Los Angeles	7,699.69	15.26%	$68,078	$69,261	$70,469	$71,701	$72,957	**$352,466**
City of Carson	11,986.38	23.76%	$105,979	$107,822	$109,702	$111,619	$113,575	**$548,697**
City of El Segundo	1,252.18	2.48%	$11,071	$11,264	$11,460	$11,661	$11,865	**$57,321**
City of Hawthorne	3,891.93	7.72%	$34,411	$35,009	$35,620	$36,242	$36,877	**$178,159**
City of Inglewood	3,884.28	7.70%	$34,343	$34,940	$35,550	$36,171	$36,805	**$177,809**
City of Lawndale	1,259.51	2.50%	$11,136	$11,330	$11,527	$11,729	$11,934	**$57,656**
City of Lomita	1,227.70	2.43%	$10,855	$11,044	$11,236	$11,433	$11,633	**$56,201**

[1] LACFCD is responsible for 5% of WMP Implementation Costs (including Program Management, Annual Escalation, and Contingency), which is subtracted before distributing the cost among the other agencies.

Table 3A(i). WMP Implementation Costs

WMP Component	Fiscal Year 26-27	Fiscal Year 27-28	Fiscal Year 28-29	Fiscal Year 29-30	Fiscal Year 30-31	5-Year Total
Semi-Annual Report (June)	$ 40,000	$ 40,000	$ 40,000	$ 40,000	$ 40,000	**$ 200,000**
Annual Reporting Package[1] (December)	$ 80,000	$ 80,000	$ 80,000	$ 80,000	$ 80,000	**$ 400,000**
WMP Revision/RAA/Adaptive Management	$ 60,000	$ 60,000	$ 60,000	$ 60,000	$ 60,000	**$ 300,000**
Special Studies/Regulatory Support	$ 175,000	$ 175,000	$ 175,000	$ 175,000	$ 175,000	**$ 875,000**
Program Management (15%)	$ 53,250	$ 53,250	$ 53,250	$ 53,250	$ 53,250	**$ 266,250**
Sub-Total	$ 408,250	$ 408,250	$ 408,250	$ 408,250	$ 408,250	**$ 2,041,250**
Annual Escalation (2%)	--	$ 8,165	$ 16,493	$ 24,988	$ 33,653	**$ 83,299**
Contingency (15%)	$ 61,238	$ 61,238	$ 61,238	$ 61,238	$ 61,238	**$ 306,188**
Total	**$ 469,488**	**$ 477,653**	**$ 485,981**	**$ 494,476**	**$ 503,140**	**$ 2,430,738**

[1] *Annual Reporting Package includes semi-annual WMP Progress Report.*

Table 3B. Distribution of CASQA Membership Fees

Agency	Area (acres)	% of Total Area	Fiscal Year 26-27	Fiscal Year 27-28	Fiscal Year 28-29	Fiscal Year 29-30	Fiscal Year 30-31	5-Year Total
Total CASQA Fees[1]	**50,444.88**	**100%**	**$47,427**	**$56,050**	**$58,853**	**$61,795**	**$64,885**	**$289,010**
LACFCD[2]	--	--	--	--	--	--	--	--
City of Los Angeles	19,243.21	38.15%	$18,092	$21,382	$22,451	$23,573	$24,752	**$110,250**
County of Los Angeles	7,699.69	15.26%	$7,239	$8,555	$8,983	$9,432	$9,904	**$44,113**
City of Carson	11,986.38	23.76%	$11,270	$13,318	$13,984	$14,683	$15,417	**$68,672**
City of El Segundo	1,252.18	2.48%	$1,177	$1,391	$1,461	$1,534	$1,611	**$7,174**
City of Hawthorne	3,891.93	7.72%	$3,659	$4,324	$4,541	$4,768	$5,006	**$22,298**
City of Inglewood	3,884.28	7.70%	$3,652	$4,316	$4,532	$4,758	$4,996	**$22,254**
City of Lawndale	1,259.51	2.50%	$1,184	$1,400	$1,469	$1,543	$1,620	**$7,216**
City of Lomita	1,227.70	2.43%	$1,154	$1,364	$1,432	$1,504	$1,579	**$7,033**

[1] *Assumes 5% annual escalation after FY 27-28.*
[2] *LACFCD retains its own separate CASQA membership.*

Table 4. Distribution of SBCCOG Contract Management Fees

Agency	Area (acres)	% of Total Area	Fiscal Year 26-27	Fiscal Year 27-28	Fiscal Year 28-29	Fiscal Year 29-30	Fiscal Year 30-31	5-Year Total
Total SBCCOG Fees	**50,444.88**	**100%**	**$50,000**	**$50,000**	**$50,000**	**$50,000**	**$50,000**	**$250,000**
LACFCD[1]	--	--	$2,500	$2,500	$2,500	$2,500	$2,500	**$12,500**
City of Los Angeles	19,243.21	38.15%	$18,120	$18,120	$18,120	$18,120	$18,120	**$90,600**
County of Los Angeles	7,699.69	15.26%	$7,250	$7,250	$7,250	$7,250	$7,250	**$36,250**
City of Carson	11,986.38	23.76%	$11,287	$11,287	$11,287	$11,287	$11,287	**$56,435**
City of El Segundo	1,252.18	2.48%	$1,179	$1,179	$1,179	$1,179	$1,179	**$5,895**
City of Hawthorne	3,891.93	7.72%	$3,665	$3,665	$3,665	$3,665	$3,665	**$18,325**
City of Inglewood	3,884.28	7.70%	$3,657	$3,657	$3,657	$3,657	$3,657	**$18,285**
City of Lawndale	1,259.51	2.50%	$1,186	$1,186	$1,186	$1,186	$1,186	**$5,930**
City of Lomita	1,227.70	2.43%	$1,156	$1,156	$1,156	$1,156	$1,156	**$5,780**

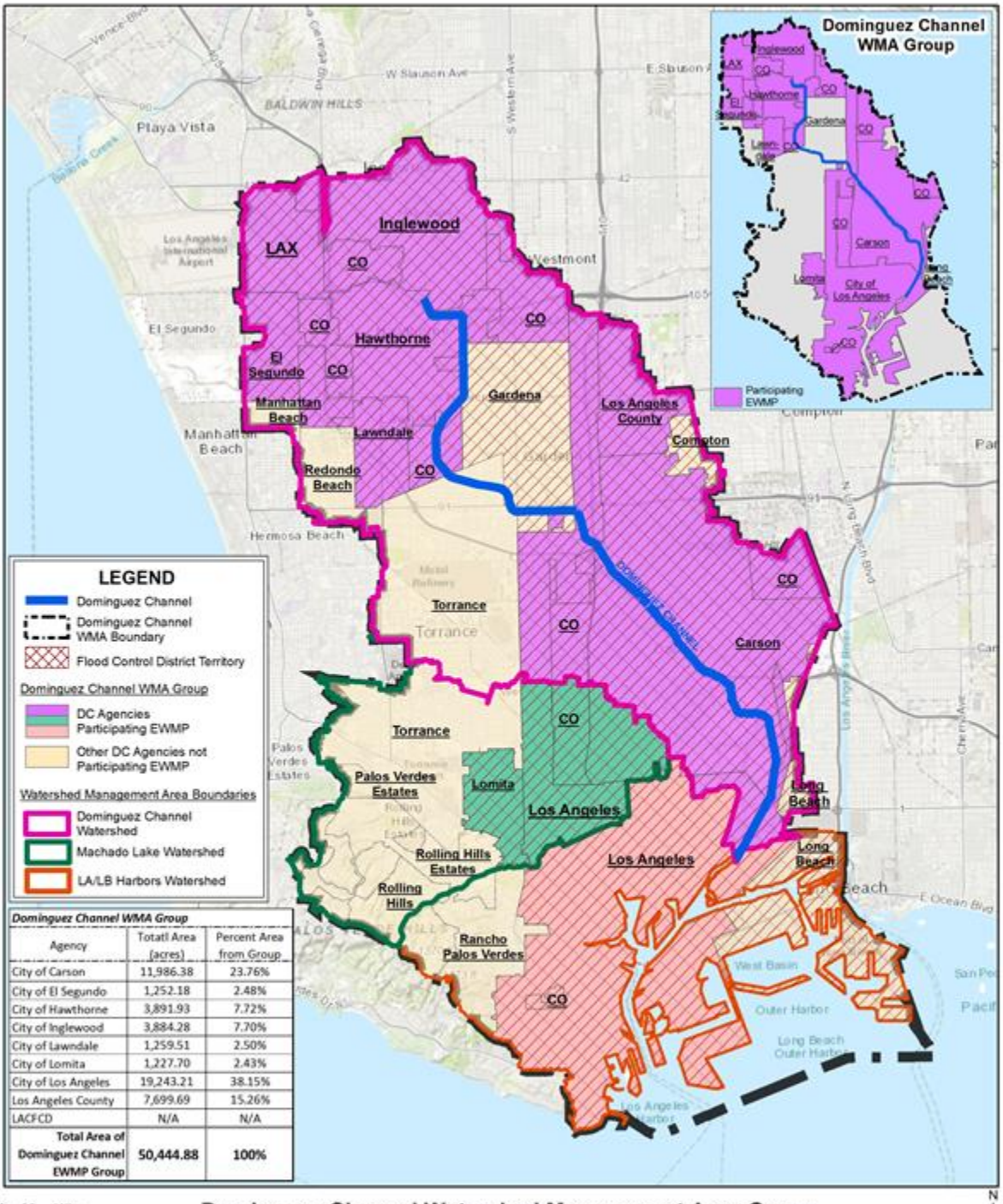
[1] *LACFCD is responsible for 5% of the Total SBCCOG Fee, which is subtracted before distributing the cost among the other agencies.*

EXHIBIT C
Dominguez Channel WMP/CIMP Responsible Agencies Representatives and SBCCOG Contact

Agency Address	Agency Contact
City of Los Angeles Department of Public Works Bureau of Sanitation, Watershed Protection Division 1149 S. Broadway Los Angeles, CA 90015	Taraneh Nik-Khah E-mail: Taraneh.Nik-Khah@lacity.org Phone: (213) 393-1645
County of Los Angeles Department of Public Works Stormwater Quality Division, Building A-9 East, 1st Floor 900 South Fremont Avenue Alhambra, CA 91803-1331	Hannah Dewey E-mail: hdewey@pw.lacounty.gov Phone: (626) 300-4665
Los Angeles County Flood Control District Department of Public Works Stormwater Quality Division, Building A-9 East, 1st Floor 900 South Fremont Avenue Alhambra, CA 91803-1331	Jalaine Verdiner E-mail: jquintr@pw.lacounty.gov Phone: (626) 300-4666
City of Carson Office of the City Manager 701 E. Carson Street Carson, CA 90749	David C. Roberts, City Manager E-mail: droberts@carsonca.gov Phone: (310) 952-1730 Roland Jen E-mail: rjen@carsonca.gov Phone: (310) 952-1700 ext. 1814
City of El Segundo 350 Main Street El Segundo, CA 90245-3895	Cheryl Ebert, City Engineer E-mail: cebert@elsegundo.org Phone: (310) 524-2321
City of Hawthorne 4455 West 126th Street Hawthorne, CA 90250-4482	David Esfandi E-mail: mesfandi@cityofhawthorne.org Phone: (310) 349-2980 Akbar Farokhi, Public Works Director E-mail: afarokhi@cityofhawthorne.org Phone: (310) 349-2985

City of Inglewood 1 W. Manchester Blvd., 3rd Floor Inglewood, CA 90301-1750	Tony Olmos E-mail: tolmosl@cityofinglewood.org Phone: (310) 412-5333 Anna Groehnert E-mail: agroehnert@cityofinglewood.org Phone: (310) 412-5333
City of Lawndale Office of the City Manager 14717 Burin Avenue Lawndale, CA 90260	Raylette Felton E-mail: rfelton@lawndale.ca.gov Phone: (310) 371-3202 Fax: (310) 371-8877
City of Lomita 24300 Narbonne Avenue Lomita, CA 90717	Andrew Vialpando, City Manager E-mail: a.vialpando@lomitacity.com Phone: (310) 325-7110 ext. 115 Fax: (310) 325-4024
South Bay Cities Council of Governments 357 Van Ness Way, Suite 110 Torrance, CA 90501	Jacki Bacharach, Executive Director E-mail: jacki@southbaycities.org Phone: (310) 371-7222

EXHIBIT D
Dominguez Channel Watershed Management Area Group



Dominguez Channel WMA Group		
Agency	Totatl Area (acres)	Percent Area from Group
City of Carson	11,986.38	23.76%
City of El Segundo	1,252.18	2.48%
City of Hawthorne	3,891.93	7.72%
City of Inglewood	3,884.28	7.70%
City of Lawndale	1,259.51	2.50%
City of Lomita	1,227.70	2.43%
City of Los Angeles	19,243.21	38.15%
Los Angeles County	7,699.69	15.26%
LACFCD	N/A	N/A
Total Area of Dominguez Channel EWMP Group	**50,444.88**	**100%**

Dominguez Channel Watershed Management Area Group

DRAWN BY: NH	DATE CREATED: 6-18-13	CHECKED BY: DP	DATE REVISED: 5-17-18	ENRIQUE C. ZALDIVAR DIRECTOR BUREAU OF SANITATION
This map shall not be copied or reproduced, all or any part thereof, whether for distribution or resale, without the proper written permission of the Dept. of Public Works, City of Los Angeles				SHAHRAM KHARAGHANI PROGRAM MANAGER WATERSHED PROTECTION DIVISION

EXHIBIT E
Reconciliation Template

[the line items shown in this Exhibit are placeholders and are subject to change]

CIMP & WMP RECONCILIATION

MONITORING SERVICES	FY 26-27	FY 27-28	FY 28-29	FY 29-30	FY 30-31	Total
Budget (MOA)	$					
Actual	$					
Balance	$					

WMP-RELATED TASKS	Budget (MOA)	Actual (To Date)	Balance
Semi-Annual Progress Report	$		
Annual Reporting Package	$		
WMP Revision/RAA/Adaptive Management	$		
Report of Waste Discharge (ROWD)	$		
Special Studies/Projects	$		
Total	$		

IIP CONTRACTS

NPDES Permittee	Contract Amount	Balance
	$	

CITY OF CARSON

701 East Carson Street

Report to Honorable Mayor and City Council

Tuesday, October 6, 2026, 5:00 PM

CONSENT 26.

To: Honorable Mayor and City Council

From: Dr. Arlington Rodgers, Director of Public Works PW Engineering

Subject: CONSIDER APPROVAL OF AMENDMENT NO. 1 TO THE CONTRACT SERVICES AGREEMENT WITH RON'S MAINTENANCE, INC. TO EXTEND CITYWIDE CATCH BASIN CLEANING AND MAINTENANCE SERVICES FOR ONE ADDITIONAL YEAR (CITY COUNCIL)

I. SUMMARY

On October 5, 2023, the City of Carson entered into a three-year Contract Services Agreement with Ron's Maintenance, Inc. to provide cleaning and maintenance services for the City's storm drain catch basins. Under the agreement, the contractor performs three scheduled cleanings of the City's catch basins each year, along with additional as-needed maintenance and catch basin stenciling services. The original agreement was approved for a total amount not to exceed $668,265 (Exhibit No. 1). The current three-year contract term expires on October 4, 2026. However, the agreement provides the City with the option to extend the contract for up to three additional one-year periods at the same established pricing. Staff has been satisfied with the contractor's performance and recommends exercising the first one-year extension option to maintain uninterrupted catch basin cleaning and maintenance services.

Consequently, staff recommends that the City Council approve Amendment No. 1 to extend the agreement with Ron's Maintenance, Inc. for one additional year, through October 4, 2027, and authorize an additional $250,000 for services during the extension period. Approval would increase the total contract amount from $668,265 to a revised not-to-exceed amount of $918,265.

II. RECOMMENDATION

TAKE the following actions:

1. APPROVE the proposed Amendment No. 1 to the Contract Services Agreement with Ron's Maintenance, Inc., extending the contract term for one additional year, through October 4, 2027, and authorizing an additional $250,000, for a revised total contract amount not to exceed $918,265; and,
2. AUTHORIZE the Mayor to execute the proposed Amendment No. 1 to the Contract Services Agreement, following approval as to form by the City Attorney.

III. ALTERNATIVES

1. DO NOT APPROVE the proposed Amendment No. 1 to the Contract Services Agreement with Ron's Maintenance, Inc. If the amendment is not approved, staff would need to identify an alternative method for providing the catch basin cleaning and maintenance services necessary to support the City's stormwater system and applicable regulatory requirements.

2. TAKE any other action the City Council deems appropriate and consistent with applicable law.

IV. BACKGROUND

The City is required to maintain its storm drain system in a manner that reduces the amount of trash, debris, and other pollutants entering local waterways. These requirements are established through the National Pollutant Discharge Elimination System (NPDES) Permit, which regulates stormwater and other runoff that enters municipal storm drain systems and ultimately flows to rivers, channels, creeks, and the ocean. Catch basins are an important part of the City's storm drain system. They are typically located along streets and collect stormwater before it enters underground storm drains. In addition to rainwater, catch basins can collect trash, leaves, sediment, and other debris. Pollutants such as bacteria, nutrients, pesticides, and other contaminants can also attach to this material and be carried downstream. Regular inspection and cleaning of catch basins therefore helps maintain proper drainage, reduce the amount of pollution entering local waterways, and support the City's compliance with applicable water-quality requirements. Under NPDES Permit No. CAS004004, the City is responsible for maintaining approximately 1,937 catch basins located throughout Carson. These catch basins must be routinely inspected and cleaned to maintain proper operation of the storm drain system and meet applicable water-quality requirements. To satisfy these requirements and help prepare the drainage system for storm events, the City cleans each catch basin a minimum of three times per year.

On August 24, 2023, the City issued a Request for Proposals (RFP) seeking qualified contractors to provide catch basin cleaning services. An RFP is a competitive procurement process through which the City evaluates firms based on their qualifications, proposed approach, cost, and other established criteria. Proposals were received on September 6, 2023, and, following completion of the City's evaluation process, the City Council awarded the contract to Ron's Maintenance, Inc. on October 3, 2023. Since the contract was awarded, Ron's Maintenance has completed nine rounds of cleaning for the City's approximately 1,937 catch basins (Exhibit No. 2). The contractor currently charges $35 per catch basin cleaned, consistent with the pricing established through the original competitive procurement process. The original agreement also provides the City with the option, at its discretion, to extend the contract for up to three additional one-year periods. The proposed Amendment No. 1 would exercise the first of these one-year extension options while maintaining the existing contract rate of $35 per catch basin.

The original agreement anticipated $222,755 in expenditures during the first one-year extension period. Staff recommends establishing a total authorization of $250,000 for this extension year, an increase of $27,245 above the amount originally anticipated. The additional authorization would provide sufficient capacity to address supplemental catch basin cleaning or other eligible services that may be needed during the year, including additional work associated with storm events or other conditions, provided that such work remains within the approved scope of the contract. The additional authorization does not change the contractor's established rate of $35 per catch basin. Maintaining uninterrupted catch basin cleaning services is particularly important as the City prepares for the upcoming wet season. Allowing the existing contract to continue provides the City with an established contractor familiar with Carson's storm drain system while maintaining the competitively established pricing from the original agreement. Regular cleaning also helps reduce the potential for accumulated trash and debris to interfere with drainage and enter local waterways.

Consequently, staff recommends that the City Council approve proposed Amendment No. 1 to the Contract Services Agreement with Ron’s Maintenance, Inc., extending catch basin cleaning and related services for one additional year and authorizing up to $250,000 for services during the extension period. Approval would increase the total contract amount to an amount not to exceed $918,265 (Exhibit No. 3) and ensure that required catch basin cleaning and maintenance services continue without interruption.

The proposed one-year extension is intended to serve as an interim measure while Public Works staff develops a new competitive solicitation for a broader range of storm drain cleaning, maintenance, and repair services. The future solicitation is anticipated to include routine catch basin cleaning; cleaning and removal of debris from storm drain pipes and related structures; inspection of the storm drain system; minor repairs and maintenance of catch basins, pipes, and other drainage system components; storm drain stenciling; and other related services necessary to maintain the City's storm drain system and support compliance with applicable stormwater requirements. Extending the existing agreement for one year will allow the City to maintain uninterrupted services while staff completes this broader procurement process and establishes a longer-term approach to the maintenance of the City's storm drain infrastructure.

V. FISCAL IMPACT

Approval of proposed Amendment No. 1 will authorize an additional $250,000 for catch basin cleaning and related services with Ron's Maintenance, Inc., increasing the total contract amount to an amount not to exceed $918,265. Funding for the proposed amendment is already included in the City's adopted Fiscal Year 2026-27 Operating Budget and is available in the Engineering Stormwater Professional Services Account No. 101-80-820-285-6004. Accordingly, no additional appropriation is required as a result of this action. The proposed one-year extension is intended to maintain uninterrupted catch basin cleaning and related services while Public Works staff develops a new competitive solicitation for a broader range of storm drain cleaning, maintenance, and repair services. The future solicitation is anticipated to include catch basin cleaning; cleaning and debris removal from storm drain pipes and related structures; inspection of the storm drain system; minor repairs and maintenance of catch basins, pipes, and other drainage system components; storm drain stenciling; and other related services necessary to maintain the City's storm drain infrastructure and support compliance with applicable stormwater requirements. The one-year extension will provide continuity of these essential services while the City completes the broader competitive procurement process and establishes a longer-term approach to storm drain system maintenance.

VI. EXHIBITS

1. Ron's Maintenance, Inc. Original Contract
2. Catch Basins Location Map
3. Proposed Ron's Maintenance, Inc. Amendment No. 1

Attachments

1. Ron's Maintenance, Inc. Original Contract
2. Catch Basins Location Map
3. Ron's Maintenance Amendment 1 to Agreement

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF CARSON

and

RON'S MAINTENANCE, INC.

AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF CARSON AND
RON'S MAINTENANCE, INC.

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 5th day of October, 2023 by and between the CITY OF CARSON, a California municipal corporation ("City") and RON'S MAINTENANCE, 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 **Six Hundred Sixty Eight Thousand Two Hundred Sixty Five Dollars ($668,265.00)** (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8. In the event City elects to exercise its options to extend the Term pursuant to Section 3.4 hereof, the Contract Sum will increase by an annual not to exceed amount of **$222,755.00** for each Extension Term.

2.2 Method of Compensation.

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

2.3 Reimbursable Expenses.

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

2.4 Invoices.

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

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

2.5 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 Schedule of Performance.

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

3.3 Force Majeure.

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

3.4 Term.

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

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

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

Ron Norman	President
(Name)	(Title)
(Name)	(Title)
(Name)	(Title)

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

4.2 Status of Consultant.

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

4.3 Contract Officer.

The Contract Officer shall be Roland Jen, P.E., Stormwater Engineer. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have

authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Consultant.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

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

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

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

(a) General Liability Insurance (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] RU
>
> Consultant Initials

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

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

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

5.3 Indemnification.

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

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

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

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

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

design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

5.4 Sufficiency of Insurer.

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

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

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

6.2 Reports.

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

estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

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

6.4 Confidentiality and Release of Information.

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

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

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

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed

there under. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

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

7.2 Disputes; Default.

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

7.3 Retention of Funds.

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

7.4 Waiver.

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

7.5 Rights and Remedies are Cumulative.

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

7.6 Legal Action.

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

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to

this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Consultant.

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

7.9 Attorneys' Fees.

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

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

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

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

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

8.3 Covenant Against Discrimination.

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

8.4 Unauthorized Aliens.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

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

9.2 Interpretation.

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

9.3 Counterparts.

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals,

electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Agreement.

9.4 Integration; Amendment.

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

9.5 Severability.

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

9.6 Warranty & Representation of Non-Collusion.

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

Consultant's Authorized Initials _____

9.7 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF CARSON, a municipal corporation

Lula Davis-Holmes, Mayor

ATTEST:

Dr. Khaleah R. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[rjl]

CONSULTANT:

RON'S MAINTENANCE, INC.,
a California corporation

By:
Name: Ronnie Norman
Title: President/Secretary
Address: 11542 Horley Avenue
Downey, CA 90241

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

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

CITY:

CITY OF CARSON, a municipal corporation

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah R. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
[rjl]

CONSULTANT:

RON'S MAINTENANCE, INC.,
a California corporation

By: Ronnie Norman
Name: Ronnie Norman
Title: President/Secretary
Address: 11542 Horley Avenue
Downey, CA 90241

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On 10/09, 2023 before me, MOISES DIAZ, personally appeared RONNIE NORMAN, 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: _____

MOISES DIAZ
COMM. #2444023
Notary Public - California
Los Angeles County
My Comm. Expires Apr. 11, 2027

NRO1 NRO1

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
  SECRETARY
  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

CITY CONTRACT
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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STATE OF CALIFORNIA

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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: MD

MOISES DIAZ
COMM. #2444023
Notary Public - California
Los Angeles County
My Comm. Expires Apr. 11, 2027

NRO1 NRO1

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- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER_____

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

DESCRIPTION OF ATTACHED DOCUMENT

CITY CONTRACT
TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"
SCOPE OF SERVICES

I. Consultant will perform the following Services:

A. One Initial Inventory Verification – Concurrently with first year's Pre-Season Cleaning, all City streets will also be driven and any catch basins which do not appear on the City's maps will be identified, inspected, and cleaned according to the existing cleaning procedure. Logs will include the exact location of the catch basin, existence of trash capture devices, and other pertinent information and be sent in digital indexable (e.g., Excel) format.

B. One Annual Pre-Season Cleaning and Inspection – Visually inspect, clean and dispose of all debris, of all catch basins in the City of Carson annually between June 1st and September 30th. The specific date will be confirmed with the City prior to commencement. The cleaning shall be performed according to the City of Carson Catch Basin Map in Exhibit "A-1." A log of all the catch basins cleaned, along with pictures of before and after cleaning shall be submitted to the City via digital indexable (e.g., Excel) format within 14 days of completion.

C. One Annual Stenciling Inspection - Inspect the legibility of stenciling or condition of the placard outside of the catch basin stating, "NO DUMPING, THIS DRAINS TO OCEAN" and, if the stenciling or placard is illegible, re-stencil appropriately. Pictures of before and after stenciling for each catch basin shall be submitted.

D. Two Annual Wet-Season Cleanings - Visually inspect, clean and dispose of all debris, of all catch basins in the City of Carson twice annually per the City of Carson Catch Basin Map. A log of all the catch basins cleaned, along with pictures of before and after cleaning shall be submitted to the City via digital indexable (e.g., Excel) format within 14 days of completion.

E. Debris Disposal – Dispose collected debris in a legally permissible manner. With the City's approval, collected debris may be transported to the City's yard, located at 18620 S. Broadway, Carson, CA 90248 and disposed of in properly marked bins provided by the City. Total weights of debris disposed will be collected. Cost for the provision to legally dispose is assumed to be included in cleaning cost and no further compensation will be made.

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

A. Digital logs required under Task A.

B. Digital logs and pictures required under Task B.

C. Pictures required under Task C.

D. Digital logs and pictures required under Task D.

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

A. As directed by the City's Contract Officer.

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

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

A. Mario Gudino, Sr., Project Manager

B. Martin Pinedo

C. Juan Diaz

D. Mario Gudino, Jr.

EXHIBIT "A-1"
CATCH BASIN MAP

SEE ATTACHED

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

(additions shown in ***bold italics***, deletions shown in ~~strikethrough~~ font)

I. Section 3.4, "Term," of the Agreement is hereby amended to read in its entirety as follows:

"3.4 Term

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding ***three (3)*** ~~one (1)~~ years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D")." ***The City may, at its sole discretion, elect to extend the Term by three (3) additional one-year terms (each, an "Extension Term"). The pricing to be applied for each Extension Term is listed in Exhibit "C."***"

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. Consultant shall perform the following tasks on an annual basis except where noted otherwise, at the following rates:

	Price Per Unit	Units	Total Cost
Inventory and annual pre-season cleaning and inspection*	**$35.00**	**1937**	**$67,795.00**
Catch Basin Stenciling (estimated)**	**$10.00**	**1937**	**$19,370.00**
Wet Season Cleaning 1 (Oct 1 – Dec 31)	**$35.00**	**1937**	**$67,795.00**
Wet Season Cleaning 2 (Jan 1 – May 31)	**$35.00**	**1937**	**$67,795.00**

TOTAL ANNUAL COST: **$222,755.00*****

*Inventory is for Year 1 only.

**Stenciling is on an as-needed basis, to be determined by the City. This may include provision of stenciling services during some years and not other years.

***Costs to travel, inspect and clean the catch basin, stencil Staff Gauge (per County of LADPW Appendix A-4) and dispose of debris and other incidentals to complete the work required is included in the per catch basin price. The total number of catch basins is estimated to be 1,937 but is subject to change per field verification and requirements per the City.

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 $668,265.00 as provided in Section 2.1 of this Agreement.

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

I. Consultant shall perform and complete all services timely in accordance with the following schedule:

		Performance Date(s)
A.	**Task A**	Within 30 days after issuance of Notice to Proceed by City's Contract Officer
B.	**Task B**	By September 30, annually
C.	**Task C**	By September 30, annually
D.	**Task D**	By December 31, annually for first cleaning; by May 31, annually for second cleaning
E.	**Task E**	As soon as practicable following collection of debris

II. Consultant shall deliver the following tangible work products to the City by the following dates.

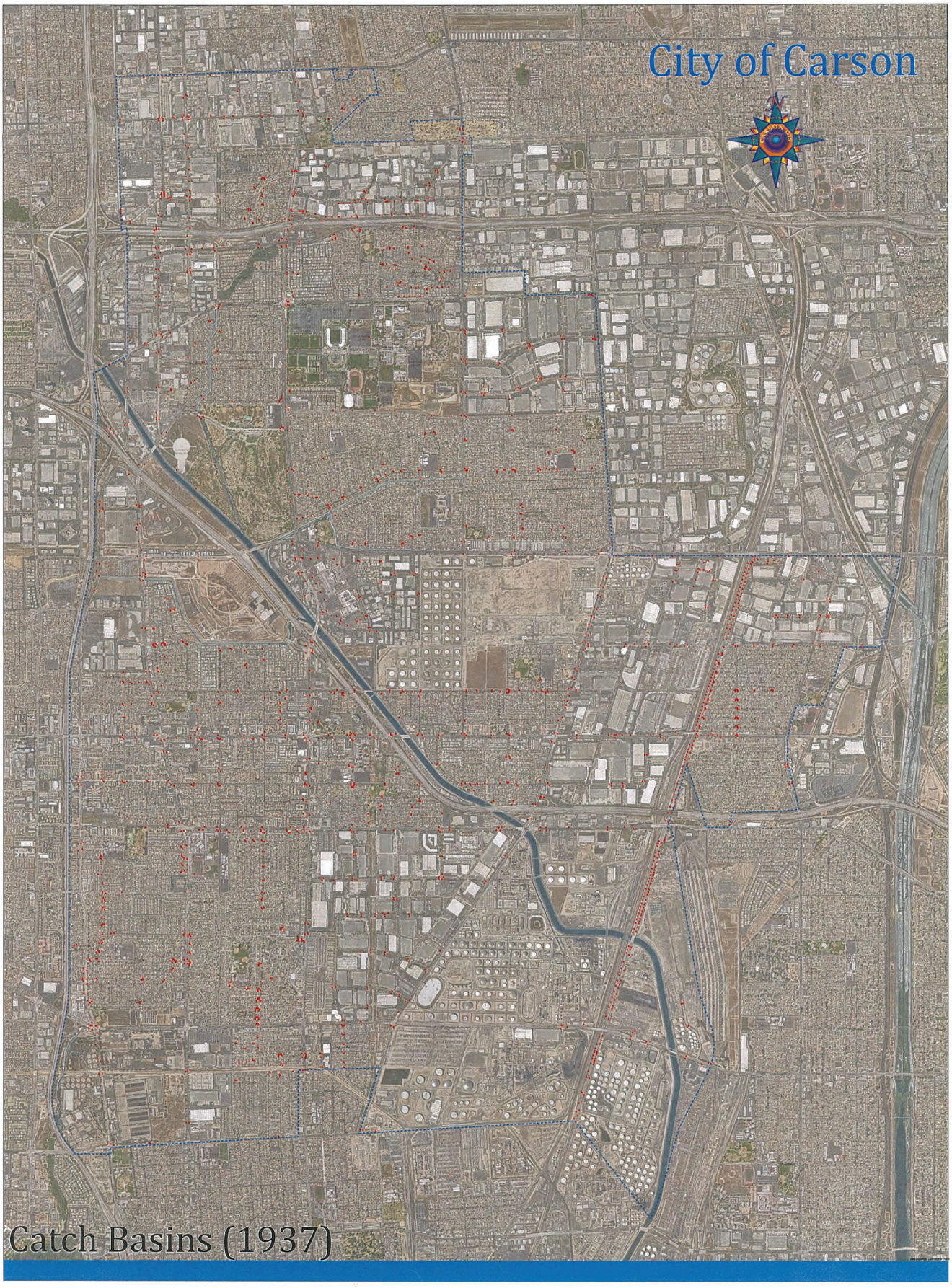
A. Logs required under Task A within 14 days of task completion.

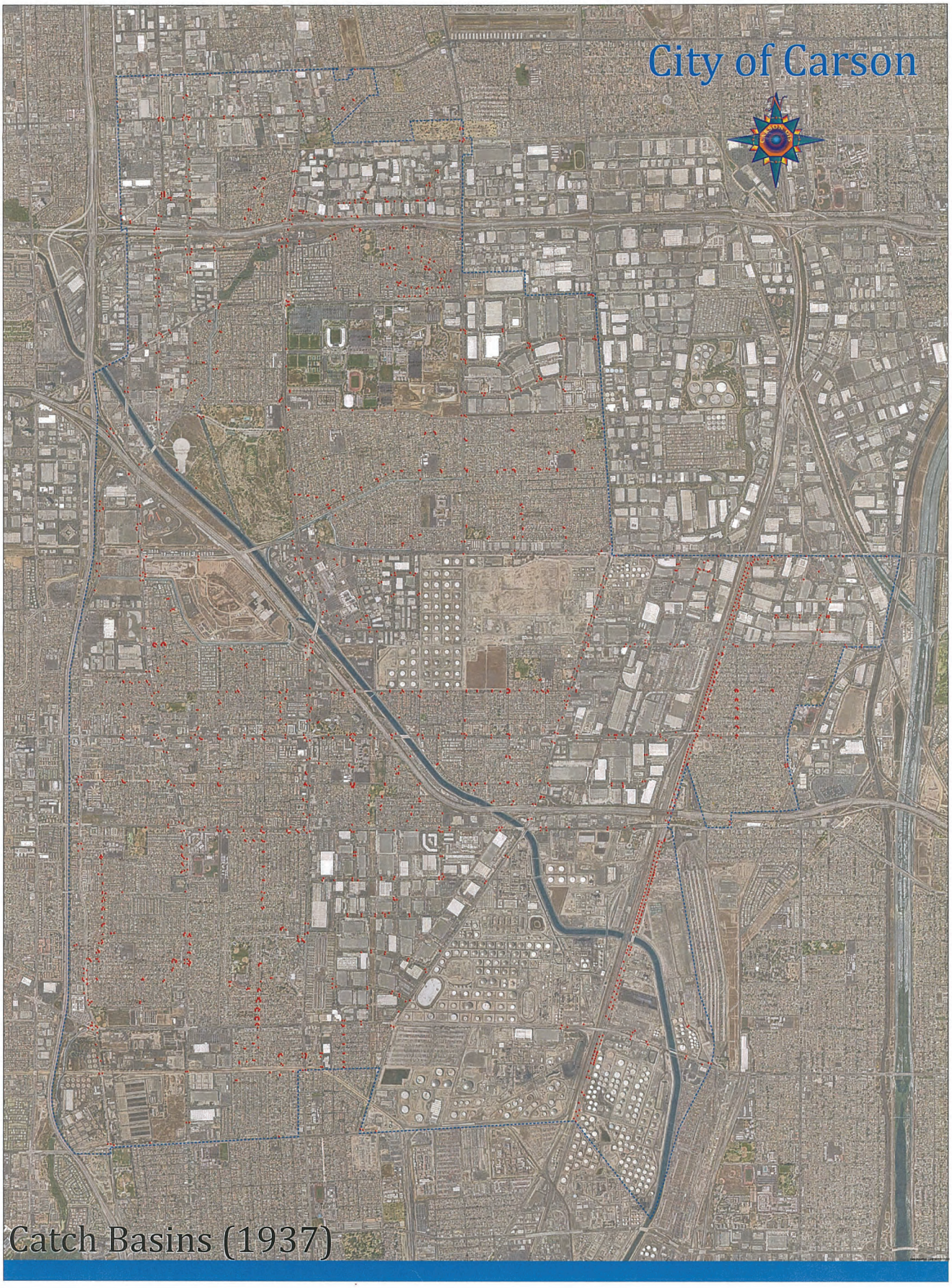
B. Logs and pictures required under Task B within 14 days of task completion.

C. Pictures required under Task C within 14 days of task completion.

D. Logs and pictures required under Task D within 14 days of task completion.

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


City of Carson
Catch Basins (1937)


City of Carson
Catch Basins (1937)

AMENDMENT NO. 1
TO AGREEMENT FOR CONTRACT SERVICES

THIS AMENDMENT NO. 1 TO AGREEMENT FOR CONTRACT SERVICES ("Amendment No. 1") by and between the CITY OF CARSON, a California municipal corporation ("City"), and RON'S MAINTENANCE, INC., a California corporation ("Consultant" or "Contractor") is entered into effective as of the 6th day of October, 2026. City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City and Consultant entered into that certain Agreement for Contract Services dated October 5, 2023 ("Agreement"), whereby Consultant agreed to perform catch basin cleaning and maintenance services for a not-to-exceed Contract Sum of $668,265.00 for the Term spanning from October 5, 2023 to October 4, 2026, with three optional one (1) year extension periods at a not to exceed compensation of $222,755.00 for each extension period.

B. City and Contractor now desire to amend the Agreement to exercise its first option to extend the Agreement by one (1) year from October 5, 2026 to October 4, 2027 and increase the total compensation by $250,000.00 (not $222,755.00 as stated in the Agreement) thereby increasing the not-to-exceed Contract Sum from $668,265.00 to $918,265.00 due to unexpected requests that may arise within the scope of the Agreement over this first Extension Term.

TERMS

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

2. Terms and Definitions. All words, terms and phrases used or referenced in this Amendment No. 1, not expressly defined in this Amendment No. 1, shall have the same meaning ascribed to them in the Agreement.

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

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

"2.1 Contract Sum.

Subject to any limitation set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed ~~Six Hundred Sixty Eight Thousand Two Hundred Sixty Five Dollars ($668,265.00)~~ ***Nine Hundred Eighteen Thousand Two Hundred Sixty-Five Dollars and Zero Cents***

($918,265.00) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8. In the event City elects to exercise its options to extend the Term pursuant to Section 3.4 hereof, the Contract Sum will increase by an annual not to exceed amount of $222,755.00 for each Extension Term."

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

"3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceed ~~three (3)~~ ***four (4)*** years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D"). The City may, at its sole discretion, elect to extend the Term by ~~three (3)~~ ***two (2)*** additional one-year terms (each, an "Extension Term"). The pricing to be applied for each Extension Term is listed in Exhibit "C.""

C. Exhibit "C" (Schedule of Compensation) of the Agreement is hereby amended to read in its entirety as follows:

See attached Exhibit "C"

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

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

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

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

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

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

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

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1 on the date(s) and year first set forth above.

CITY:

CITY OF CARSON, a municipal corporation

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

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

CONSULTANT:

RON'S MAINTENANCE, INC., a California corporation

By: _____
Name: Ronnie Norman
Title: President/Secretary

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

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. Consultant shall perform the following tasks on an annual basis except where noted otherwise, at the following rates:

	Price Per Unit	Units	Total Cost
Inventory and annual pre-season cleaning and inspection*	**$35.00**	**1937**	**$67,795.00**
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TOTAL ANNUAL COST: $222,755.00***

*Inventory is for Year 1 only.

**Stenciling is on an as-needed basis, to be determined by the City. This may include provision of stenciling services during some years and not other years.

******For the first Extension Term, the amount will be $250,000.00, not* 222,755.00.**

***Costs to travel, inspect and clean the catch basin, stencil Staff Gauge (per County of LADPW Appendix A-4) and dispose of debris and other incidentals to complete the work required is included in the per catch basin price. The total number of catch basins is estimated to be 1,937 but is subject to change per field verification and requirements per the City.

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 *$918,265.00* ~~$668,265.00~~ as provided in Section 2.1 of this Agreement.

CITY OF CARSON

701 East Carson Street

Report to Honorable Mayor and City Council

Tuesday, October 6, 2026, 5:00 PM

CONSENT 27.

To: Honorable Mayor and City Council

From: Dr. Arlington Rodgers, Director of Public Works PW Operations

Subject: CONSIDER APPROVAL OF A PURCHASE ORDER TO QUINNCAT FOR THE PURCHASE OF ONE NEW 2026 OR NEWER CATERPILLAR MODEL 416 BACKHOE LOADER FOR THE PUBLIC WORKS DEPARTMENT, OPERATIONS AND MAINTENANCE DIVISION (CITY COUNCIL)

I. SUMMARY

The City's Operations and Maintenance Division relies on heavy equipment, including a tractor backhoe, to perform routine roadway maintenance, excavation, asphalt repairs, and other infrastructure work. The City's existing 2003 Case 580M Tractor Backhoe has been in service for more than 20 years and has reached the end of its useful life. Due to its age, increasing maintenance needs, and declining reliability, continued operation of the equipment is no longer cost-effective or practical for daily City operations. Replacing the existing backhoe with a newer model will provide City crews with more reliable and efficient equipment, improved safety and emissions technology, and reduced long-term maintenance and repair costs. The replacement will also help ensure that staff can continue performing essential roadway and infrastructure maintenance safely, efficiently, and without unnecessary service disruptions.

Consequently, staff recommends that the City Council approve a purchase order with QuinnCAT, an authorized Caterpillar Inc. dealer, for the purchase of one new 2026 or newer Caterpillar Model 416 Backhoe Loader, utilizing Sourcewell Contract No. 011723, in an amount not to exceed $170,329.99. Staff further recommends that the City Council declare the existing 2003 Case 580M Tractor Backhoe as surplus equipment because it will no longer be needed for City operations following delivery of the replacement backhoe. The existing equipment will be sold through the City's established auction process, and any proceeds from the sale will be deposited into the City's General Fund in accordance with City policy.

II. RECOMMENDATION

TAKE the following actions:

1. RATIFY the waiver of the formal bidding and contracting requirements and AUTHORIZE the use of cooperative purchasing, as permitted under Sections 2611(g) and 2605(b)(1)(ii) of the Carson Municipal Code; and,
2. AUTHORIZE the Purchasing Manager to issue a Purchase Order to QuinnCAT, an authorized Caterpillar Inc. dealer, in an amount not to exceed $170,329.99, for the purchase of one new 2026 or newer Caterpillar Model 416 Backhoe Loader (Exhibit No. 2); and,
3. DECLARE the City's existing 2003 Case 580M Tractor Backhoe as surplus equipment and AUTHORIZE staff to proceed with its sale through the City's established auction process.

III. ALTERNATIVES

1. DO NOT RATIFY the waiver of the formal bidding process.
2. DO NOT RATIFY the waiver of the formal contracting process.
3. DO NOT AUTHORIZE the use of cooperative purchasing pursuant to Sections 2611(g) and 2605(b)(1)(ii) of the Carson Municipal Code or authorize the Purchasing Manager to issue a Purchase Order for the proposed equipment purchase.
4. TAKE any other action the City Council deems appropriate and consistent with applicable law.

IV. BACKGROUND

The City's 2003 Case 580M Tractor Backhoe is an essential piece of equipment used by Public Works crews to maintain streets and other City infrastructure. After more than 20 years of service, the backhoe has reached the end of its useful life and is no longer reliable or cost-effective to operate. Despite continued preventative maintenance and repairs, the equipment has experienced increasingly frequent mechanical failures, with annual repair costs now exceeding $12,000. These ongoing mechanical issues can also result in equipment downtime and affect staff's ability to efficiently complete routine maintenance and respond to urgent infrastructure needs.

The existing backhoe also does not comply with current California Air Resources Board (CARB) requirements applicable to this type of equipment. CARB establishes statewide air-quality and emissions standards for vehicles and heavy-duty equipment. Continued operation of equipment that does not meet applicable requirements may expose the City to regulatory compliance issues and potential penalties. Replacing the existing backhoe will address these concerns while providing City crews with safer, more reliable, and more efficient equipment. Public Works Operations and Maintenance crews regularly use the backhoe to excavate and trench asphalt roadways when performing street repairs and responding to roadway emergencies. The equipment is also used to remove asphalt grindings, load and move base material and soil, excavate roadway sections, and support a variety of other maintenance activities. Because the backhoe can be used by multiple crews within the Operations and Maintenance Division, it provides flexibility to address different operational needs without requiring separate specialized equipment for each crew.

Consequently, staff recommends replacing the existing backhoe with a new 2026 or newer Caterpillar Model 416 Backhoe Loader. The replacement equipment will provide improved reliability, modern safety features, greater operational efficiency and maneuverability, compliance with current CARB requirements, and reduced maintenance and repair costs associated with operating the City's aging equipment. Most importantly, the replacement will help ensure that Public Works crews have dependable equipment available to perform essential street and infrastructure maintenance and respond to emergency conditions when needed. Following delivery and acceptance of the new backhoe, the existing 2003 Case 580M Tractor Backhoe will be declared surplus, meaning the equipment is no longer needed for City operations. The surplus equipment will be sold through the City's established auction process, and any proceeds from the sale will be deposited into the City's General Fund in accordance with City policy.

To purchase the replacement backhoe, staff proposes using Sourcewell, a cooperative purchasing program available to public agencies. Cooperative purchasing allows the City to purchase equipment through a contract that has already been competitively solicited and awarded on behalf of participating public agencies. This approach allows the City to benefit from competitively established pricing and contract terms while avoiding the time and administrative expense of conducting a separate City solicitation for substantially the same equipment. The City is a member of Sourcewell, a national cooperative purchasing organization that conducts competitive solicitations and establishes contracts that participating government agencies may use for eligible purchases. Caterpillar Inc. was awarded Sourcewell Contract No. 011723 through this competitive process. The proposed backhoe would be purchased from QuinnCAT, an authorized Caterpillar dealer, using the pricing and terms available through the Sourcewell contract. The City's Purchasing Manager reviewed the Sourcewell procurement process and determined that use of the cooperative contract complies with the City's Municipal Code. Consistent with the authority provided under the Municipal Code for cooperative purchases, the Purchasing Manager has waived the requirement for the City to conduct a separate formal bidding process and has also waived the requirement for a separate written contract for this purchase. Consequently, staff determined that utilizing the Sourcewell cooperative purchasing contract provides an efficient and cost-effective method of replacing this critical piece of equipment while remaining consistent with the City's purchasing requirements.

Therefore, staff recommends that the City Council approve a purchase order with QuinnCAT, an authorized Caterpillar Inc. dealer, utilizing Sourcewell Contract No. 011723, for the purchase of one new 2026 or newer Caterpillar Model 416 Backhoe Loader in an amount not to exceed $170,329.99. Approval of the purchase will replace aging and increasingly costly equipment, address applicable emissions requirements, reduce the risk of operational disruptions, and provide Public Works crews with reliable equipment necessary to maintain City streets and infrastructure.

V. FISCAL IMPACT

The estimated cost to purchase a new 2026 or newer Caterpillar Model 416 Backhoe Loader is $170,329.99. Funding for this purchase is already included in the City's adopted Fiscal Year 2026-27 Operating Budget under Account No. 101-80-840-281-6500. Therefore, no additional budget appropriation is required to complete the purchase. Following delivery and acceptance of the new backhoe, the City's existing 2003 Case 580M Tractor Backhoe will be declared surplus and sold through the City's established auction process. Any proceeds received from the sale will be returned to the City and will partially offset the cost of the replacement equipment, thereby reducing the overall financial impact of the purchase.

VI. EXHIBITS

1. Proposed Caterpillar Inc. Sourcewell Contract
2. Quote for 2026 Caterpillar Backhoe
3. Purchasing Waiver for 2026 Caterpillar Backhoe
4. Vehicle Photo 1
5. Vehicle Photo 2
6. Vehicle Photo 3
7. Vehicle Photo 4
8. Vehicle Photo 5

Attachments

Exhibit 1. Caterpillar Inc. Sourcewell Contract

Exhibit 2. Quote for 2026 Caterpillar Backhoe

Exhibit 3. Purchasing Waiver for 2026 Caterpillar Backhoe

Exhibit 4. Vehicle Photo 1

Exhibit 5. Vehicle Photo 2

Exhibit 6. Vehicle Photo 3

Exhibit 7. Vehicle Photo 4

Exhibit 8. Vehicle Photo 5

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Sourcewell

Solicitation Number: RFP # 011723

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Caterpillar Inc.**, 100 NE Adams Street, Peoria, IL 61629 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for **Heavy Construction Equipment with Related Attachments and Technology** from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires April 14, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

Caterpillar: Confidential Green

DocuSign Envelope ID: 9AA872AA-9802-4A6D-8065-BECD9EB74C88

Pursuant to Section 10(b), Supplier will subcontract certain obligations under this Contract to its dealers. Only those dealers that sign a Participation Agreement with Supplier obligating them to comply with the terms of this Contract will be eligible to provide Equipment, Products, or Services as a subcontractor under this Contract. In the event there is no dealer who has entered into a Participation Agreement available to provide Equipment, Products, or Services to a Participating Entity, Supplier will be under no obligation to provide Equipment, Products, or Services to such Participating Entity under this Contract. Supplier will provide a copy of this Contract to its dealers that would normally service Participating Entities and invite such dealers to enter into a Participation Agreement as a subcontractor of Supplier under the terms of this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the percentage list discount stated in the supplier's proposal.

Upon request made to a participating CAT dealer, from a Participating Entity identifying themselves as a Sourcewell member by providing their Sourcewell member number and contract number; formal quotes will list all costs, including all delivery expenses, such as freight and permits (when required).

Caterpillar: Confidential Green

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Alternatively, Participating Entities may choose to make their own transportation arrangements. In such case, there would be no delivery charges from the local participating Cat dealer.
Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

Caterpillar: Confidential Green

DocuSign Envelope ID: 9AA872AA-9802-4A6D-8065-BECD9EB74C88

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities. Supplier may not enter into a contract with a U.S. Federal Government entity prior to obtaining necessary internal approvals and shall not be obligated to provide Equipment, Products or Services to any U.S. Federal Government entity under this Contract unless separately agreed in writing. Caterpillar may work with such parties and may agree to provide equipment or services under the Contract on a case-by-case basis.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities

Caterpillar: Confidential Green

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to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Participating Dealers with payments made to the Participating Dealers. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier's Participating Dealer, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and Supplier's Participating Dealer or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

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D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;

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- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

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10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid. Provided, however, that Supplier is permitted to subcontract certain of its rights and obligations to Supplier Participating Dealers for performance without Sourcewell's prior written consent.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Intentionally omitted.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell

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under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. Intentionally Deleted.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

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1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an “AM BEST” rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers’ Compensation and Employer’s Liability.*

Workers’ Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

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2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

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C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds. A Participating Dealer may name a Participating Entity as an additional insured on a case-by-case basis.

WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors.

D. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier's Participating Dealers must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Participating Dealer conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

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Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Intentionally omitted.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...

By: _____
Jeremy Schwartz
Title: Chief Procurement Officer

Date: 5/5/2023 | 9:41 AM CDT

Approved:

DocuSigned by:
Chad Coauette
7E42B8F817A64CC...

By: _____
Chad Coauette
Title: Executive Director/CEO

Date: 5/24/2023 | 12:16 PM CDT

Caterpillar Inc.

DocuSigned by:
Patrick Kearns
68A87926721B4E0...

By: _____
Patrick Kearns
Title: Vice President Sales & Marketing, Construction Industries

Date: 5/24/2023 | 9:13 AM PDT

Caterpillar: Confidential Green

RFP 011723 - Heavy Construction Equipment with Related Attachments and Technology

Vendor Details

Company Name:	Caterpillar Inc
Address:	100 NE Adams St Peoria, IL 61629
Contact:	Sean Egel
Email:	egel_sean_j@cat.com
Phone:	309-675-1399
HST#:	

Submission Details

Created On:	Tuesday November 15, 2022 14:22:18
Submitted On:	Tuesday January 17, 2023 16:10:22
Submitted By:	Sean Egel
Email:	egel_sean_j@cat.com
Transaction #:	aeaa61ae-0c73-4610-8208-b80e2e0b4448
Submitter's IP Address:	192.189.129.23

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Caterpillar Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	11083	*
5	Proposer Physical Address:	5212 N O'Connor Blvd Ste. 1100, Irving, TX 75039	*
6	Proposer website address (or addresses):	https://www.caterpillar.com/, https://www.cat.com/en_US.html	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Primary Contact: Patrick Kearns Title: Vice President Sales & Marketing Address: 100 NE Adams St, Peoria, IL 61629 Email: Kearns_Patrick@Cat.Com Phone: (309) 675-5181	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Primary Contact: Sean Egel Title: Governmental Sales Consultant Address: 100 NE Adams St, Peoria, IL 61629 Email: Egel_Sean_J@Cat.Com Phone: (309) 675-1399	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Primary Contact: Marta Sevilla Title: Governmental Marketing Manager Address: 100 NE Adams St, Peoria, IL 61629 Email: Sevilla_Marta_E@Cat.com Phone: (309) 578-1150	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	The history of Caterpillar is all about doing: creating, building, problem solving, innovating, testing, servicing and improving. We're proud of the ingenious machines that are part of our rich heritage. More importantly, we are proud of the people who founded and built the company one breakthrough at a time. Beginning with Benjamin Holt and C. L. Best, the people of Caterpillar have always been - and continue to be - extraordinary. In 1925, when Holt and Best merged to form their new tractor company, they used the name so familiar to people around the world: Caterpillar. The Caterpillar Tractor Company is today known as Caterpillar Inc. With 2021 sales and revenues of $51.0 billion, Caterpillar Inc. is the world's leading manufacturer of construction and mining equipment, off-highway diesel and natural gas engines, industrial gas turbines and diesel-electric locomotives. For nearly 100 years, we've been helping customers build a better, more sustainable world and are committed and contributing to a reduced-carbon future. Our innovative products and services, backed by our global dealer network, provide exceptional value that helps customers succeed. Caterpillar does business on every continent, principally operating through three primary segments – Construction Industries, Resource Industries and Energy & Transportation – and providing financing and related services through our Financial Products segment. Our Worldwide Code of Conduct, first published in 1974, defines what we stand for and believe in, documenting the uncompromisingly high ethical standards our company has upheld since its founding in 1925. The Code helps Caterpillar employees put our values and principles into action every day by providing detailed guidance on the behaviors and actions that support our values of Integrity, Excellence, Teamwork, Commitment and Sustainability. Caterpillar's Code of Conduct that can be found at https://www.caterpillar.com/en/company/code-of-conduct.html	*
11	What are your company's expectations in the event of an award?	Caterpillar is honored to have served Sourcewell and its members who have purchased Cat® construction equipment, attachments (work tools), and electrical power generation products through Sourcewell since 2008. Furthermore, we are proud to have earned the Sourcewell Legacy Award in 2019, and have recently been awarded contracts 060122-CAT and 092222-CAT. Caterpillar's expectations in the event of an award would be to focus on customer needs and continued growth across all governmental segments. Sourcewell has built a strong reputation within the industry that has shown the importance of how this cooperative contract delivers upon customer needs. This contract will be a top factor in our go to market strategy within our strong Cat dealer network. If awarded, we will send out an email to our entire sales force, applicable to governmental, introducing the contract along with ways to train our salesforce, market, and grow the contract. We look forward to the opportunity to further grow business and serve member needs together in this new Heavy Construction Equipment RFP opportunity.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Caterpillar Inc. is a publicly traded company, and as such, its financial information is updated quarterly and available at: https://investors.caterpillar.com/overview/default.aspx Caterpillar's 2021 Annual Report provides details about our financial position. Our SEC filing documents can be found at: https://investors.caterpillar.com/financials/sec-filings/default.aspx. Both documents are included as attachments in our Financial Strength and Stability Documents. As 2022 results are yet to be released, below you can find a summary of our full year 2021 financials. In 2021 full year sales and revenues were $51B of which, North American sales were $22B. Operating profit was $6.9B with a profit per share of USD $11.83. Dividends paid per share of USD $4.28.	*
13	What is your US market share for the solutions that you are proposing?	Caterpillar is a significant contributor to the overall Heavy Equipment sector within the US and Canada. Market share information beyond what is made publicly available through our annual reports is considered confidential.	*
14	What is your Canadian market share for the solutions that you are proposing?	Caterpillar is a significant contributor to the overall Heavy Equipment sector within the US and Canada. Market share information beyond what is made publicly available through our annual reports is considered confidential.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*

16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Caterpillar is a world class manufacturer which distributes products through a vast and capable independent dealer network. Our dealers are strong independently owned companies and in North America alone our 47 dealers have a combined net worth of billions of dollars. Their large valuation is a competitive advantage because it allows them to have the infrastructure to support customers regardless of location, industry, fleet size, or application. Another advantage of independently owned dealers is that they know their customers and market well. They tailor their services specifically to their customers' needs. Although we will sign this contract as a manufacturer, our Cat dealers will be given the opportunity to avail themselves of the opportunity presented by the contract and will execute all the transactions with governmental customers as they do today. This includes but is not limited to consultation, quoting, accepting payment, delivery, warranty support, parts sales, and service. Caterpillar dealers heartily embrace the other Sourcewell contracts currently available to them (032119-CAT, 092222-CAT, 062320-CAT, 060122-CAT). They have all been trained on contract usage. In fact, the current Heavy Equipment contract is leveraged by 95% of our dealers in North America. Caterpillar offers specific discounts to Sourcewell members. By using any Sourcewell Contract, our dealers agree to honor those discounts.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Caterpillar and its subsidiaries operate across the globe in a variety of markets that require Caterpillar to adhere to all locally mandated laws and regulations in order to do business. With regards to the territories covered by this RFP, Caterpillar will comply with applicable laws in order to do business in the territories described herein. As an equipment manufacturer focused on quality, Caterpillar created the Caterpillar Quality Management System, which is a process-based, ISO 9001:2015 compliant quality management system used throughout Caterpillar to continually improve the quality of our products and services to meet customer, statutory, and regulatory requirements. It is registered with IRCA (International Register of Certificated Auditors) as Caterpillar Quality Management System CAT791A.	*
18	Provide all “Suspension or Debarment” information that has applied to your organization during the past ten years.	N/A	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	

19	Describe any relevant industry awards or recognition that your company has received in the past five years	Please note: To list all the awards received in the past 5 years would unnecessarily lengthen our response. For brevity, we are highlighting some recognition received in 2020, 2021 and 2022. Also note there are many global awards. Fortune Magazine #78 on the Fortune 500 2021 Fortune Magazine World's Most Admired Companies World & North America Dow Jones Sustainability Index Forbes Best Employers for diversity 2020 and 2021 #82 Best Global Brands- Interbrand 2021 The Wall Street Journal Best Managed Companies in 2020 and 2021 The Wall Street Journal World's Most Sustainably Managed Companies Human Rights Campaign Foundation Corporate Equality Index Dow Jones Sustainability Index (World and North America) 21 years World's Most Sustainably Managed Companies – The Wall Street Journal United Way World Wide's Global Corporate Leadership Program U.S. President's Volunteer Service Award from Junior Achievement Corporate Equality Index – Human Rights Campaign Foundation CSR China Top 100 – the 4th CSR China Education Award (China) China CSR Excellence Award – China Philanthropy Times (China) Corporate Social Responsibility Research Center of Southern Weekly (China) Outstanding Contribution to Poverty Alleviation – China Foundation for Poverty Alleviation (China) 2020 Global 500 – Fortune Magazine America's Most Responsible Companies 2020, 2021 & 2022 – Newsweek Best-Managed Companies of 2020 & 2021 – The Wall Street Journal Top Companies for Customer Satisfaction – The Wall Street Journal The CEO Leaderboard: COVID-19 Reputation Rankings – SJR All-America Executive Team – Institutional Investor Top 150 Global Licensors – Global License Best Global Brands Top 100 – Interbrand World's Most Valuable Brands 2020 – Forbes 2020 Best Places to Work for Disability Inclusion – Disability Equality Index World's Best Employers 2020 – Forbes Best Employers for Women 2020 – Forbes America's Best Employers by State 2020 – Forbes America's Best Employers for Diversity 2020 – Forbes Best Employers for New Grads 2020 – Forbes Global 2000 – Forbes 2020, 2021 & 2022 Best Employers for Veterans 2020 and 2021– Forbes Top Veteran-Friendly Company – U.S. Veterans Magazine #1 Great Place to Work – Great Place to Work Institute (Brazil) #1 Great Place to Work in the Ag Business - Great Place to Work Institute (Brazil) Chile's 20 Best Places in 2020 to Work for LGBTQ Equality, pwc Human Rights Campaign Top of Mind Company "Industry category" (Piracicaba, Brazil) Certification on Promoting Work-Life Balance in Hyogo Prefecture – Hyogo Work and Life Center (Japan) Hyogo's Women's Success in Business Promotion Company – Hyogo Women Empowerment & Promotion Center (Japan) Hanada Award for WIN Akashi – Hyogo Women and Future Association (Japan) Hyogo Childcare Supporting Company Award (Japan) Science & Technology Industry Summit: Outstanding Contribution – The Economic Observer (China)	*
20	What percentage of your sales are to the governmental sector in the past three years	The governmental and educational sector is extremely important to Caterpillar. We have a dedicated team to support governmental customers and their specific needs. However, percentage of sales to governmental is considered confidential.	*
21	What percentage of your sales are to the education sector in the past three years	The governmental and educational sector is extremely important to Caterpillar. We have a dedicated team to support governmental customers, including the education sector, and their specific needs. However, percentage of sales to education is considered confidential.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	While Cat dealers would typically hold contracts with states and provinces, as an exception Caterpillar holds the state contract with Ohio and NY. Additionally, we are contract holders with OMNIA and NASPO ValuePoint. Just as we would never share Sourcewell sales information with other cooperatives, we also keep the sales volumes from other cooperatives confidential.	*

23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Listed below are the current GSA contracts that Caterpillar holds: SIN 333924 Utility Trucks and Tractors: 2020=$6,857,211 2021=$14,071,364 SIN 333120 Street Repair and Cleaning Equipment and Attachments: 2020=$0 / 2021=$143,837 SIN 335999 Power Distribution Equipment: 2020=$151,267.70 / 2021=$9,473.07 These contracts are used by Caterpillar, but we do not allow our dealers to use GSA contracts. Final sales for the year 2022 have yet to be fully reported.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Baltimore County, MD	Jamie Donahue	410-952-6981	*
Washington DC Fleet	Greg Harrelson	202-437-3799	*
Town of Scituate Mass.	Kevin Cafferty	781-545-8732	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Virginia Department of Transportation - Central	Government	Virginia - VA	State Department of Transportation for Virginia. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 41 units.	$12,321,972	*
State of Idaho	Government	Idaho - ID	State of Idaho. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 39 units.	$10,304,218	*
Alaska Department of Transportation	Government	Alaska - AK	State Department of Transportation for Alaska. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 37 units.	$12,176,875	*
Arkansas State	Government	Arkansas - AR	State of Arkansas. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 28 units.	$10,053,000	*
Suwannee County	Government	Florida - FL	A county local to Florida. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 26 units.	$6,567,420	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	

26	Sales force.	The Cat dealer salesforce is highly capable and trained in the construction industry. The Cat dealer salespeople are consultants to their customers and advise their customers on the best solutions for their application and job. As a manufacturer we request our dealers to follow strict training protocols to ensure our sales force remains current on all product updates. Specifically, as it relates to governmental sales, each dealer has one or more people named to be a key liaison between us as manufacturer and their dealer sales team. They're offered additional in depth training on Sourcewell and ensures that all contract terms are followed. Caterpillar has Operational Excellence Programs that recognize dealers' excellence in marketing and sales processes and operations, among other areas of the business. In North America, our dealers employ more than 53,000 people across the machine, energy, parts and service divisions. The dealer sales teams are supported by a network of Caterpillar professionals. Each dealer has in territory support of 5 to 8 Caterpillar sales/marketing employees. It is the responsibility of these people to ensure that the dealer and Caterpillar are working well together to constantly improve and to adapt to marketplace changes. Beyond the territory experts, the sales and marketing department at Caterpillar is staffed by more than 600 people whose mission is to focus on customer satisfaction. Even more are employed "behind-the scenes" to ensure industry leading product design, up to date product information, and maintaining the ease of doing business in an increasingly connected marketplace.	*
27	Dealer network or other distribution methods.	The Cat dealer network is key to the success of our company. Boasting over 160 dealers throughout 193 countries worldwide, the Cat dealer network is widely considered to be the best in industry. Within Canada and the United States, we have 47 dealers and more than 800 dealer owned locations that sell and rent equipment. Please refer to our directory listing of Cat dealer locations and our easy to view locations map in the attached "Additional Documents" zip file. Cat dealers are independently-owned. Each dealer has multiple branches and a mobile service fleet than can serve customers regardless of location. These are full physical locations our governmental customers can use. Because of the size of Cat dealers, they are exceptionally capable to serve governmental customers. Dealers have trained specialists that cover many industries including heavy equipment. Collectively, Cat dealers' large net worth permits them to stock a high volume of replacement parts - allowing governmental customers the fastest turnaround on parts availability and repair time. Cat dealers recognize the importance of governmental business to their overall success and they each have one or more governmental specialists whose job it is to serve governmental agencies well. Please refer to the Cat dealer locations map included in "Additional Documents". Additionally, you can leverage https://www.cat.com/en_US/support/dealer-locator.html to locate dealers by location.	*

28	Service force.	At Caterpillar we are very proud of the saying "The sales department sells the first machine; the service department sells every one after that." The Cat dealer network in North America collectively employs more than 20,000 factory trained technicians, parts experts, product support managers and other service-oriented staff. These subject matter experts are supported by the best repair shop equipment and materials. As machines and engines are constantly updated, so too are our service experts. We conduct product-specific training every week of the year. Technician shortage is an industry-wide concern, but because Cat dealers are large, long established companies, they can offer strong compensation and benefit packages that encourage the best people to seek employment and to retain them once hired. Caterpillar works very closely with dealers and through a program called "ThinkBIG", we are able to keep the pipeline of high quality employees full. ThinkBIG is a Caterpillar-specific instructional program that pays the student while they train to become a technician. It is a 2-year program with lab and classroom work, and a paid internship at a sponsoring Cat Dealer. As a result, the student will graduate with an accredited degree backed with over 2,000 hours of work experience. In addition to the technicians and mechanics that work on the machines directly, each dealer has a service support staff that includes customer-facing consultants who are responsible for working with customers to set up maintenance and repair schedules to ensure the best possible up-time. Collectively, service support staff makes up the bulk of each dealers' staff. Roughly half of their personnel investment goes to ensuring customer success via product support. The dealer service teams are supported by a network of Caterpillar professionals. Each dealer has in territory support of 5 to 8 Caterpillar parts/service employees. It is the responsibility of these specialists to ensure that the dealer and Caterpillar are working well together to constantly improve and to adapt to marketplace changes. Beyond the territory experts, the service and support groups at Caterpillar are staffed by thousands of people whose mission is to focus on post-sale customer satisfaction. Even more are employed "behind-the-scenes" to ensure technical literature is up to date, service standards are adhere to and repair questions are answered quickly. We exceed our 95% 2-hour response rate target in responding to dealer service inquiries.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Our simple order process has been and will continue to be well appreciated by Sourcewell and Sourcewell members: 1) When a member decides to purchase a new Cat machine, they simply include their Sourcewell member number on the Purchase Order they issue to the Cat dealer. 2) The Cat dealer then accepts the PO, issues the invoice, accepts payment and delivers the machine. 3) After the machine has been delivered, the dealer, as part of their normal process, includes the member number when filing their sales claims with Caterpillar. 4) At month's end, Caterpillar aggregates these reports and sends the sales information quarterly to Sourcewell along with the administrative fee. IMPORTANT NOTE: Should a member wish to include additional terms and conditions to this contract, or to otherwise request a Participating Addendum, that agreement / PA should be executed between the member and Cat dealer directly.	*

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	We are proud that our reputation stands on having the best customer support in the industry. In fact, our capabilities are industry leading. In the event a customer ever has a problem or issue with a machine, their Cat dealer is empowered to resolve that issue locally. If the problem is a result of a defect in material or workmanship, within the standard warranty period, the local Cat dealer will work with Caterpillar to apply the appropriate warranty, and keep the customer informed. Every Cat dealer has a common detailed service process in place. Caterpillar supports and verifies that all the dealer service technicians are supplied with the tools and equipment needed to repair all Cat products. Technicians have access to an electronic library of technical information including Service Letters, Technical Information Bulletins, System Operations, Troubleshooting and Disassembly and Assembly manuals. These manuals are provided for every Cat product. Each dealer also has one or more "Technical Communicators" who are dedicated to supporting the service technicians by acting as a liaison between the shop personnel and Caterpillar. The service technicians also have a dealer support network (DSN) system with direct access to Caterpillar's Service Engineers. Caterpillar responds to more than 95% of all high priority tickets within one hour. Caterpillar is got everything customers need to keep their Cat machines in top shape. Whether they want Genuine Cat parts, manuals and resources to do maintenance and repairs themselves, or prefer to have one of our expert dealer technicians do the work. We make it easy to keep their Cat equipment running. Some of our service solutions include: -Cat Fleet Management (Condition Monitoring) - Lowers the total cost of ownership of machine. By connecting your fleet, you will be able to: track the location of your assets, monitor & manage the fuel consumption, identify the operators who would need extra training, and plan & schedule your maintenance. All of which will maximize your uptime. -Customer Value Agreements (CVA) - Customizable plans for your equipment new or used - to do more work with lower, more predictable costs. It's a convenient plan to get the most from your equipment throughout its life. Examples of CVAs may include but are not limited to: Maintenance CVAs, Component CVAs, and Machine CVAs. -S•O•S SM Services - A fluid analysis program that provides results that you can trust including trend analysis that provides benefit to your machine and fleet. -Cat Inspect - A digital way to perform checklists, pre-work inspections, annual inspections and PM checklists. All of which can be captured in the easy to use app.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We are proud to serve all geographic areas and all Sourcewell member sectors within the United States to offer our complete products and services. Caterpillar has successfully and proudly utilized Sourcewell to sell machines in all 50 states. Caterpillar's global reach and presence is unmatched in the industry, and we serve customers around the globe. Our manufacturing, marketing, logistics, services, research and development and related facilities, along with our dealer locations, total more than 500 locations worldwide. North America specifically is home to 47 factories and 10 parts distribution centers, which make up 40% of our global footprint! The Caterpillar parts network delivers 98% of the parts orders within 24 hours. In addition to our facilities listed above, Cat Parts are available through the Cat dealer network in at different price points, including: Cat New, Cat General Duty and Cat Reman. The Cat dealer network also have the capability to provide dealer exchange components, dealer rebuilt components and used parts when available. Each dealer can match the appropriate parts offering to match the customers application and productivity. For example, Cat dealers offer Cat factory remanufactured parts (Cat reman) to follow the same quality, performance, and reliability as Cat new parts. This product line provides the same as new parts warranty, includes critical engineering changes, reduces waste, and protects the environment and saves critical repair time on machines. Cat reman also uses 100% Cat parts in the remanufacture process. Our 1.4 million parts are available to order 24/7 on Parts.Cat.Com.	*

32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We are serve all geographic areas and all Canoe member sectors within Canada with our complete product and service offerings. In fact, we see the Canadian market as a significant growth opportunity for Canoe through Sourcewell contract usage. We have gained momentum with our current contract 032119-CAT in Canada. Caterpillar's global reach and presence is unmatched in the industry, and we serve customers around the globe. Our manufacturing, marketing, logistics, services, research and development and related facilities, along with our dealer locations, total more than 500 locations worldwide. North America specifically is home to 47 factories and 10 parts distribution centers, which make up 40% of our global footprint! The Caterpillar parts network delivers 98% of the parts orders within 24 hours. In addition to our facilities listed above, Cat Parts are available through the Cat dealer network in at different price points, including: Cat New, Cat General Duty and Cat Reman. The Cat dealer network also have the capability to provide dealer exchange components, dealer rebuilt components and used parts when available. Each dealer can match the appropriate parts offering to match the customers application and productivity. For example, Cat® dealers offer Cat® factory remanufactured parts (Cat reman) to follow the same quality, performance, and reliability as Cat new parts. This product line provides the same as new parts warranty, includes critical engineering changes, reduces waste, and protects the environment and saves critical repair time on machines. Cat reman also uses 100% Cat parts in the remanufacture process. Our 1.4 million parts are available to order 24/7 on Parts.Cat.Com.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We are proud to serve all geographic areas of the United States and Canada.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We are proud to serve all Sourcewell Member sectors within the United States and Canada with our complete product and service offering through Sourcewell. Caterpillar's cooperative purchasing contracts are non-exclusive; i.e. none of them restrict Caterpillar from promoting our Sourcewell contracts.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no restrictions or limitations for sales to members in Hawaii, Alaska or U.S. Territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Our current marketing strategy with Sourcewell contract 032119-CAT proves to be effective with year over year sales growth. Our primary strategy to promote this contract with participating entities is through our Cat dealers' sales force. We provide group and individual training to our dealer sales reps, focusing on benefits from selling through cooperative contracts vs bids. We proudly announce the award publicly through our multiple customer facing touchpoints which may include: 1) Press Release 2) Government Solutions Magazine (Caterpillar produced magazine distributed to governmental customers in the US and Canada) 3) Government Training & Safety Days (Government customer training events at Caterpillar facilities) 4) Announcement in our governmental customer e-newsletter 5) Feature on our governmental focused website: www.cat.com/governmental 6) Announcement on our social media channels (FB, Instagram, LinkedIn) 7) Display mentions at all governmental tradeshows we attend. (NACE Annual Conference, APWA Snow Show, Waste EXPO, GFX, NIGP Annual Forum & Products Expo, and APWA PWX & Annual Roadeo) 8) Update literature with the new contact information. (An updated version can be found within our attached marketing plan attachment.)	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Caterpillar and the Cat dealer network are leaders in using technologies to reach our customers. - Focus on organic search and Search Engine Optimization (SEO) to help our customers digitally find our products and the information they need. - Leverage Caterpillar's social media platforms (YouTube, Facebook, LinkedIn, Instagram, etc) and ability to target governmental segments. - Leverage predictive data analytics (past purchase history and financing information) to recognize in advance when customers may be considering replacing machines they currently own. - Leverage Deltek's GovWIN data in the US and Canada for governmental lead generation. Caterpillar has a Customer Interaction Center available 24/7 who handles digital leads received from cat.com, social media, etc. Our team qualifies those leads and passes them on to our Cat Dealer network using the Salesforce platform (Customer Relationship Management system). We have processes that allows us to confirm our Cat dealers have reached out to those customers.	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell is a well-respected contracting agency within the public procurement industry. It is important, in the event of an award, that our products and logos be included in Sourcewell marketing and website. We believe that the most important role that Sourcewell can play in marketing our contract and products, is to market themselves and promote contract purchasing across the industry. In the event of an award, Caterpillar will put high priority in building awareness and enthusiasm within our dealer network and customer base to leverage the Sourcewell contract as our go to market strategy.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	We do offer a e-procurement ordering process for parts via parts.cat.com. We can also integrate into a variety of procurement systems for high volume customers. Our wide machine portfolio and multiple configurations per machine model allows us to provide the best machine for the customer need. Our Cat dealers are trained to configure our equipment and advise the customer on the best machine and configuration for their application. Therefore, a consultative salesperson is integral in this process, and we do not use an e-procurement machine ordering process.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	

40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	All dealers offer basic operation, safety, and maintenance training with every sale. Should a customer desire more advanced training, such as productivity improvement or advanced repairs, each of our dealers can supply that training. Often there is a cost associated with that specific training and it would be negotiated between the dealer and the customer. Caterpillar also offers training programs directly to customers in three areas: operation, safety and service. Members may access courses online, via CD's, or through instructor-led classes leading to operator certifications. The fees for these services vary depending on the depth of training desired. These high-level instruct-led courses can be conducted at one of our dedicated training facilities in the US or on a customer's local site using their own equipment. Caterpillar also has a licensed supplier that offers Cat Simulators to teach operational techniques from real job sites. For more information visit: https://catsimulators.com/	*

41	Describe any technological advances that your proposed products or services offer.	Cat technology gives you the power to track, monitor, automate and manage all types of assets- from a single machine, engine, to an entire fleet. We even offer technologies that protect your people. Listed below are a few technology offerings (standard and optional) that are used throughout the world in our Cat equipment. Next Generation Excavators: Cat Vision Link - Delivering valuable data with connected machine. Cat Payload - Precisely load targets every time for faster cycle times. Cat Skid Steer and Compact Track Loaders: Electronic Torque Management System - Helps maximize performance, minimize fuel consumption. Sealed and Pressurized Cabs - Provides a cleaner, quieter work environment. Cat Backhoe Loaders: Selectable Power Management Modes - Saves fuel while maintaining machine performance. Load-Sensing Hydraulic System - Provides excellent response for improved hoe and loader productivity and greater bucket breakout force. Cat Tractors: Stable Blade - Produces a smoother surface finish. Autocarry - Automatic raising and lowering of blade to maximize pushing capacity and prevent excessive track slippage. Cat Wheel Loaders: Operator Assist - Helps the operator reduce tire slippage, automatic rimpull management and provides up to 10% better cycle time resulting in higher productivity. Autodig - consistent high bucket fill factors delivers up to 10% more productivity. Cat Off Highway Trucks: Adaptive Economy Mode - Automatically optimizes fuel consumption without affecting productivity just pressing a button. Truck Production Management System (TPMS) - Weighting system with side indicator lights showing the operator when they are on last pass and when the truck is fully loaded. Cat Articulated Trucks: Advanced Automatic Traction Control (AATC) - Technology that proactively applies inter- and cross-axle differential locks ‘on-the-go’ when needed without assistance from operator's interaction. Cat Detect with Stability Assist - Warns the operator if machine is approaching a pre-set angle during operation, when driving and tipping. Machine/Operator Safety Technology: Machine Security System - Gives you control over who can operate your machines and when. Prevents theft. Seat Belt Reminder - Cost effective safety upgrade that significantly improves operator safety. Cat Detect for Personnel - Alert ground crews in close proximity to mobile equipment. Cat® Detect for Personnel sounds an immediate, unique alert that cuts through the white noise of engines, generators, cell phones and job site chatter to protect ground workers from equipment backing incidents. Cat Command - Remote control in operations where an operator could be at safety risk. Whether you're looking to add technology to your current machine, or want new ways to get more value out of the technology on your equipment, we have options for you.	*

42	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Caterpillar shares the concerns of governments and the public about the risks of climate change and supports global efforts to mitigate its impact. We are committed to contributing to a reduced-carbon future. We demonstrate this in many ways including through our significant progress in reducing greenhouse gas (GHG) emissions from our operations and our continued investment in new products, technologies and services. Caterpillar is engineering a brighter future through: - Product innovations - Advanced technologies leveraging know-how and R&D - Usage of renewable fuels and fluids - Solutions to improve jobsite efficiency - Maintenance solutions - Manufacturing operations’ carbon efficiency Caterpillar's long-standing commitment to sustainability inspires us to set and achieve meaningful environmental, social and governance (ESG) goals and develop innovative products, technologies and services to support our customers on their sustainability journey. Caterpillar is fully committed to our customers’ success by not only the design and manufacture of durable, reliable, innovative and rebuildable construction equipment, but also through our extensive and unmatched dealer network that provides you the best service and support to keep your equipment running, regardless of the environment or challenges. We consider this as we work toward a vision of a world in which people's basic needs - such as shelter, clean water, education, and reliable energy - are fulfilled. We provide work environments, products, services, and solutions that make productive and efficient use of resources as we strive to achieve our vision. We believe this commitment supports the enduring success of our customers, stockholders, dealers, and our people. Caterpillar is a proud 20-year member of the Dow Jones Sustainability Indices, including both the World and North America Indices. The annuals DJSI process follows a best-in-class approach, evaluating numerous corporate economic, environmental, and social performance factors. For more on sustainability please visit our full report attached in the Financial and Stability attachment section.	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Plants certified with IDO 14001:2004 Environmental Management System include: 1) Anchor Coupling - Goldsboro NC, ISO 14001:2004- Sept 2018 2) Anchor Coupling - Menominee - ISO 14001: 2015 - Jan. 2021 3) Gen Sets - Newberry 0 ISO 14001:2004 - Nov. 2017 4) Mapleton - 14001:2004 self-certification issued Jan 2013 5) Reman Services - Corinth MS - ISO 14001-2015- Sept. 2021 6) Reman Services - Franklin - ISO 14001:2004-May 2017	*

44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Caterpillar has long drawn on the diversity of its people as a source of innovation and competitive advantage. We are proud that our people come from across the globe, with diverse backgrounds, experiences and perspectives. Despite our differences – in geography, culture, language and business – we are one Caterpillar, one company united by these common principles with a shared commitment to the highest standards of conduct. For example: Foley Equipment, a Cat® dealer, with territory primarily in Kansas and Missouri, is woman owned. In addition to Foley equipment, there are 31 other women in our North American dealer network who hold the titles of President, Vice President or Director. One of the more recognized initiatives within Caterpillar's Global Supply Network Division is the Caterpillar Inc. Proprietary Information Supplier Diversity Program which spurs economic growth by increasing business opportunities to minority-owned, women-owned, veteran and service disabled veteran-owned, small disadvantaged businesses and those certified in HUBZones, all while ensuring expectations are met with regards to quality, velocity, capacity, and cost. Currently more than 37% of our direct and indirect purchasing is conducted with suppliers in these categories. Caterpillar is a proud member of the National Minority Supplier Development Council (NMSDC). We also use the System for Aware Management (SAM), SBA, and NMSDC databases to locate SDB, VOSB, SDVOSB and HUBZone suppliers. Supplier Diversity is discussed with Global Supply Network Division leadership during the Monthly Operating Results Review meetings. This in turn forces accountability for supplier inclusion by measuring drivers, such as the number of sourcing projects, which include Divers Suppliers and the values of the projects in which they participate. The goal is to create greater transparency to determine which teams are creating inclusive environments and which are not. For more detail, please see our attached 2021 Global Diversity & Inclusion Report in the Additional Documents folder.	*

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	BEST OVERALL VALUE / LOWEST LIFE CYCLE COST: Cat products deliver the best value for the money. While we rarely have the lowest initial purchase price, we are happy to demonstrate to customers that our machines offer the lowest overall owning and operating costs when factors such as fuel efficiency, repair frequency, productivity, and resale value are factored in. We believe that government agencies are tasked to be the best stewards of taxpayer funds and our products can prove that they are the best solution. Sourcewell members are in the best position to allow these discussions to take place in contrast to a local bid situation where the focus is often only on initial price. CAT SAFETY SERVICES / SAFETY FEATURES: In addition to the tangible, measurable aspects of the life cycle cost equation, we also bring our focus on safety to every product that we manufacture. Quantifying a human life or debilitating injury is impossible, but each machine has industry-leading features that strive to minimize the possibility for accidents. In addition to built-in safety features, we also offer products and services that are unique in the industry. Cat Safety Services include, but are not limited to, the following: Safety Perception Survey - Used to establish a baseline safety-culture assessment by measuring employee perceptions and gaps in beliefs between management and employees on the front line across 20 Safety Culture Indicators. Safety Leadership Assessment - Used to measure individual safety leadership capability around four domains of safety leadership. Worksite Assessment - Compares onsite observations of safety practices and employee interview data to the documented processes and procedures. Continuous Improvement Process - Involving all levels of the organization to generate engagement, involvement, and ownership in the safety improvement process. Training - can be conducted with e-learning courses on http://safelyhome.cat.com, instructor-led training products or as Supplier-facilitated workshops. Topics available include, but are not limited to, safety culture, effective communication, supervisor safety training, recognition, etc. Fleet Management & Services through Caterpillar Job Site Solutions: We leverage the power of Caterpillar and our dealers by designing innovative solutions that solve customer problems and that have a positive impact on their bottom line. We approach each site differently, striving to deliver exactly what's needed — no more, no less. Every solution includes a unique mix of Caterpillar and dealer capabilities using industry best products, technology, services and expertise necessary to meet the customer's definition of success. The goal is to leave customers better off tomorrow than they are today. Details on products and services are available at www.cat.com/safety. More information can be found in the additional document section. Pricing can be found in the pricing document section.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Caterpillar has extensive warranty coverage. Please see our warranty statements attached in the warranty information documents.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Please see applicable warranty statements in the attached documents.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Caterpillar does not cover travel time and mileage. Dealer territories vary considerably from state to state as do their policies about travel time and mileage during the warranty period.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	One of our key differentiating strengths is our ability to service equipment regardless of where it is located. Please see applicable warranty statements in the attached documents.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Warranty service for machines ordered from a Caterpillar facility are generally provided by Caterpillar and performed by Cat dealers. Some items, such as tires, are covered under their manufacturers' warranties.	*
51	What are your proposed exchange and return programs and policies?	Please see applicable warranty statements in the attached documents.	*
52	Describe any service contract options for the items included in your proposal.	We have a large variety of service contract options which can all be customized according to customer needs. Below are just two examples. More solutions are available and we encourage members and dealers to explore all options. 1) Equipment Protection Plans (EPP): After the initial warranty period ends, members may choose to purchase additional protection plans to reduce their exposure to unplanned costs. These policies are written based on months and hours of operation. There are four standard levels of coverage: 1) Powertrain 2) Powertrain + Hydraulics 3) Powertrain + Hydraulics + Technology 4) Premier A description of all these options is included in the attached Equipment Protection Plans document. EPP can be purchased at the same time as the machine purchase, or anytime before the standard warranty expires. 2) Customer Value Agreements (CVA's): A member may choose to enter into an agreement with their Cat dealer to perform routine maintenance and/or repairs. These contracts are customizable based on member needs. The selling Cat dealer can take responsibility for some or all the required service and maintenance needs to allow the agency to gain efficiency by focusing on the performance demands more than maintenance. CVA's are a useful tool to manage expenses. CVAs can be purchased at the same time as the machine purchase, or anytime after. Cat Financial also offers CVAs, which can be performed by Cat dealers in the United States, and are particularly helpful for customers who move their machine fleet to multiple locations which may have different servicing Cat dealers.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Cat dealers are independently owned businesses. As such their payment terms and accepted payment methods vary, but all will be stated on individual invoices. The most common terms are net 30.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	We offer both leasing and financing options to governmental members of Sourcewell at rates lower than available to the general public. Caterpillar has its own financing arm, Cat Financial. Cat Financial was founded in 1981 and serves Cat customers and dealers. With over 1,900 employees, Cat Financial is active in more than 40 countries covering more than 148,000 customers worldwide. Cat Financial offers you a complete solution for your acquisition needs: - Equipment & Attachments - Parts - Service - Rebuilds Financial products are aligned and customized with the project and work site requirements such as operating lease, loan or finance lease. Find more information from Cat Financial here: https://www.cat.com/en_US/support/financing-protection.html	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Cat dealers are independently owned businesses. As such their standard transaction documents will vary.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Because Cat dealers will be receiving payments directly from members, accepting P-card procurement will be at their discretion. Many dealers do accept this method without additional fees. Some have limitations on the amount that can be processed.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	We offer a deep list discount off the current Caterpillar machine and work tool list prices to all Sourcewell members. We have provided base machine list pricing in the document pricing section. Base machines must be properly configured with other mandatory and optional items from the price list before they are considered operational. For the execution of the agreement we will ask our Cat dealer and Sourcewell member to use the Caterpillar price list that is current at the time of the quote. Dealers, in consultation with the member, will configure the machine to the desired specifications and apply the stated list discount to that configured list price amount. Dealer and members should remember to factor in any expected price increases if a machine will be built to order. The pricing document, in the applicable pricing document attachment section, shows the list discount offered for each new machine. Additionally, we are pleased to offer a list discount of 15% off all products and consulting services under Cat Safety Services.	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Pricing in this proposal is a percentage discount from list on current machine and work tools list prices. Our discount range varies between 3 - 34% off of the list price depending on the product family or model.	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	Our dealers are empowered to consider purchase order volume, repeat purchases, etc. They may offer members additional discounts and /or services at their discretion.	*
60	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Sourced goods / Open Market Items are available to members from Cat dealers. The prices for these good or services will represent fair marketing value and will be determined between the member and the selling dealer. We encourage our dealers and members to use these options as it facilitates complimentary products and streamlines the procurement process. Customers and dealers are responsible for including their Sourcewell member numbers on all documentation related to these purchases. Caterpillar Inc. is not a party to these sales and is exempted from including them in quarterly reports. For audits, inclusion of a customer's Sourcewell member number on the PO and /or invoice shall be deemed sufficient.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Machines are unique in their requirements for preparation prior to use. Some may require local final assembly due to their large size others may have locally installed options (fire suppression, beacons, auto lube systems for example). When a dealer issues a quote for a machine, any dealer costs (like pre-delivery inspection, installation, set up, training, etc.) will be itemized separately and are not subject to the Caterpillar list discount for Sourcewell members.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	There is no additional cost to members who choose to pick up their machines from the Cat dealer. Dealers may charge fees for delivery to the Sourcewell member's location.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Just as for members in the 48 contiguous states, there is no additional cost to members who choose to pick up their machine from their Cat dealer. Dealers may charge fees for delivery to the Sourcewell members' location.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Machines are large purchases and if there are unique Sourcewell member requirements our dealers will be happy to discuss on a case by case basis.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Caterpillar wants to provide the governmental customer the best list discount possible to allow them to be good stewards of tax-payers funds. We want our governmental customers to have the ability to choose which cooperative contract better fits their needs.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	We plan to continue our very robust process to ensure reporting speed, accuracy, and contract compliance. Caterpillar and our Cat dealers have very close and trusting relationships. Our dealers are long-established, and the current process (under contract #032119-CAT) is working well. 1) To ensure pricing accuracy, we maintain our current Sourcewell customer discount sheet on our dealer facing pricing pages. Dealers integrate these numbers automatically in their quoting software. 2) To ensure new machines and work tool sales are recorded properly, we use our post-sale credit system. In a nutshell, this means that we corporately support the pricing offered in this contract at a level below what's available to other customers. To receive this additional monetary support after the machine is delivered, dealers must supply the member's name, address, and member number. There is no additional burden or cost to our dealers to use the Sourcewell contract and this is part of the reason for their high engagement and our high reporting accuracy. 3) At month end, we gather the new machine and work tool sales data attributed to Sourcewell and aggregate it for our reporting. 4) After quarter end, we will send the quarterly sales report and administration fee payment to Sourcewell for all items that are subject to the administrative fee.	*
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	We regularly track the % of sales that are sold using a cooperative contract. We will continue this practice if we are awarded a contract for RFP 011723.	*
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Per amendment #1 to Contract #032119-CAT, we will be pleased to offer an administrative fee of 0.33% of Caterpillar's list price for each piece of new equipment and serialized work tools purchased by Sourcewell's Participating Entities. Caterpillar will pay this fee and will not ask dealers or members to pay the fee.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	The Cat equipment product line, consisting of more than 300 machines, sets the standard for our industry. We plan to help you meet your needs with our equipment, with our distribution and product support system, and the continual introduction and updating of products. Caterpillar is pleased to offer a wide variety of products for Sourcewell members. Excluding paving products, equipment and services awarded on 060122-CAT these include: - Cat Backhoe Loaders (9 models offered) - Cat Compact Track Loader/Skid Steer Loader (14 models offered) - Cat Track/Wheel Hydraulic Excavators (41 models offered) - Cat Motor Graders (7 models offered) - Cat Telehandlers (8 models offered) - Cat Track Loaders (3 models offered) - Cat Track/Wheel Dozers (15 models offered) - Cat Wheel Loaders (19 models offered) - Cat Wheel Tractor Scrapers (7 models offered) - Cat Articulated Trucks (5 models offered) - Cat Rigid Frame Trucks (2 models offered) - Cat Material Handlers (3 models offered) - Cat Landfill Compactors (3 models offered) - Product offerings by model and discount can be found in the pricing attachment within the applicable proposal pricing section. Services and support include: - Cat Attachments (Worktools) - Cat Technology - Cat Safety Services - Cat Job Site Solutions - Product offerings by model and discount can be found in the pricing attachment within the applicable proposal pricing section. - Services and support brochures can be found in the additional documents section by name of offering. For more detailed information on each of these products/offerings see the following website: https://www.cat.com/en_US.html	*
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	N/A	*

Table 148: Depth and 8readth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Categor\ or T\pe	Offered	Comments
71	Wheeled, tracked, and backhoe loaders	(•) Yes ( ) No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
7	Motor Graders	(•) Yes ( ) No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
73	Wheeled and tracked excavators	(•) Yes ( ) No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
74	Bulldozers, compactors, scapers, articulated and rigid haulers	(•) Yes ( ) No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
75	Cranes	( ) Yes (•) No	NIA
76	Accessories or attachments for the offering in #71-75 above	(•) Yes ( ) No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
77	Technology or services for the offering in #71-75 above	(•) Yes ( ) No	Manufactured or offered by Caterpillar. Offerings listed in applicable pricing attachment section.

Table 14C: Required Offering of Equipment

Indicate below if the proposer's proposal includes at least one (1) of the following listed types or classes of equipment. Provide additional comments in the text box provided, as necessary.

Line Item	Categor\ or T\pe	Offered	Comments
78	Wheel loader with published net horsepower (HP) of at least 300 HP	(•) Yes ( ) No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
79	Wheeled or tracked excavator with a published net horsepower (HP) of at least 150 HP	(•) Yes ( ) No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
80	Motor Grader with a published maximum operating weight of at least 30,000 lbs.	(•) Yes ( ) No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
81	Rough terrain, all terrain, crawler, floating, lattice, or telescopic crane with a published maximum lifting capacity of at least 300 tons and a published maximum boom length of at least 150 feet	( ) Yes (•) No	NIA

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - Machine Pricing.zip - Tuesday January 17, 2023 15:29:45
- Financial Strength and Stability - Fin Strength and Stability.zip - Tuesday January 17, 2023 10:31:16
- Marketing PlanISamples - Marketing Plan.pdf - Tuesday January 17, 2023 14:53:49
- WMBEIMBEISBE or Related Certificates (optional)
- Warranty Information - Warranty Combined.pdf - Monday January 16, 2023 10:36:31
- Standard Transaction Document Samples (optional)
- Upload Additional Document - Additional Documents.zip - Tuesday January 17, 2023 16:05:29

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor’s objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the “Specially Designated Nationals and Blocked Persons” list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Sean Egel, Sales Support Consultant, Caterpillar Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_5_Heavy_Construction_Equipment_RFP_011723 Tue January 10 2023 08:47 AM	☑	1
Addendum_4_Heavy_Construction_Equipment_RFP_011723 Fri January 6 2023 09:51 AM	☑	2
Addendum_3_Heavy_Construction_Equipment_RFP_011723 Thu December 29 2022 12:33 PM	☑	2
Addendum_2_Heavy_Construction_Equipment_RFP_011723 Wed December 21 2022 01:49 PM	☑	1
Addendum_1_Heavy_Construction_Equipment_RFP 011723 Thu December 15 2022 09:27 AM	☑	1

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SOURCEWELL TRADEMARK LICENSE ADDENDUM

This Addendum is by and between **SOURCEWELL**, 202 – 12th Street NE, PO Box 219, Staples, Minnesota 56479 ("Sourcewell") and **Caterpillar Inc.**, having its principal place of business at 5212 N. O'Connor Blvd., Suite 1100, Irving, TX 75039, and offices at 100 NE Adams Street, Peoria, Illinois, 61629 ("Caterpillar" or "Vendor"). Sourcewell and Caterpillar may be referred to in this Agreement as a "Party" and collectively as the "Parties."

The Parties maintain a contractual relationship for Vendor to provide equipment, products, or services to Sourcewell's cooperative purchasing contracts as follows:

Sourcewell Contract 011723 – CAT (Solicitation Number: 011723)

Sourcewell and Vendor each own all right, title, and interest in their respective names, trademarks, service marks, related logos, and all other rights in the names, designs, likenesses and visual representations thereof ("Licensed Trademarks"), and desire to grant each other a royalty-free license to use certain Licensed Trademarks owned by the other Party under the terms and conditions set forth herein.

ARTICLE I: GRANT OF LICENSE

A. GRANT OF LICENSE. During the term of the Contract:

1. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use Sourcewell's Licensed Trademarks provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.

2. Vendor grants to Sourcewell a royalty-free, worldwide (except for those jurisdictions that are prohibited by applicable Anti-Corruption and International Trade Laws), non-exclusive right and license to use Vendor's Licensed Trademarks provided to Sourcewell by Vendor in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.

"Anti-Corruption and International Trade Laws" means all statutes, regulations, rules, executive orders, supervisory requirements, directives, ordinances, circulars, opinions, interpretive letters, and official releases of or by any government, or any authority, department or agency thereof or self-regulatory organization related to bribery, fraud, corruption, or international trade.

3. The Parties agree that each is the owner of all rights, including without limitation common law rights and goodwill, in relation to their respective Licensed Trademarks, and that any goodwill derived from the use of Licensed Trademarks by the other Party shall inure to the owner of the respective Licensed Trademarks.

B. LIMITED RIGHT OF SUBLICENSE. The rights and licenses granted herein includes a limited right of each Party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Contract. Any sublicense granted will be subject to the terms and conditions of this Addendum. Each Party will be responsible for any breach of this Article by any of their respective sublicensees.

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C. USE; QUALITY CONTROL.

1. Neither Party may alter the other Party's Licensed Trademarks from the form provided by the other Party and must comply with the other Party's removal requests as to specific uses of its Licensed Trademarks.

2. Each Party agrees to use, and to cause its Permitted Sublicensees to use, the other Party's Licensed Trademarks only in good faith and in a dignified manner consistent with such Party's use of the Licensed Trademarks. Upon written notice to the breaching Party, the breaching Party or their Permitted Sublicensees have thirty (30) days of the date of the written notice to cure the breach or the license will be terminated.

3. Beyond what is permitted in this Addendum, neither Party will:

a. attempt to register, or register any trademark, service mark, symbol, logo, get-up or device which is confusingly similar to any of the other Party's Licensed Trademarks in any jurisdiction;

b. represent that it has any rights of any nature in the Licensed Trademarks other than those enjoyed under the terms of this Agreement;

c. use the other Party's trademarks, service marks or copyrights, translations thereof or marks similar thereto, as part of its corporate name, trade name or a d/b/a name, favicons, social media names/handles, email addresses, email extensions, or domain names without prior written approval from the other Party; or

d. use the other Party's trade names, trademarks, or service marks on any collateral business materials (e.g., business cards, letterhead, invoices, pens, notepads, fax cover sheets, etc.), unless otherwise approved in writing by the other Party.

ARTICLE II: TERM, TERMINATION, AND MISCELLANEOUS.

A. EFFECTIVE DATE. This Addendum is effective upon the date of the final signature below.

B. TERMINATION. Unless earlier terminated in accordance with this Article, this Addendum expires immediately upon the expiration or termination of the Contract.

1. *Termination for Convenience*. This Addendum may be terminated by either Party at any time upon ninety (90) days' prior written notice to the other Party.

2. *Termination for Breach*. This Addendum may be terminated by either Party upon a breach of the terms of this Addendum by the other Party, upon written notice of breach to the breaching Party, and only if such breach is not cured within thirty (30) days of the date of the written notice.

3. *Effect of Termination*. Upon the termination of this Addendum for any reason, each Party will have thirty (30) days to, and require its Permitted Sublicensees to, remove all Licensed Trademarks from signage, websites, and the like bearing the other Party's name or logo

(excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

4. Miscellaneous. The terms and conditions of this Addendum shall have no effect on the terms and conditions of any other trademark licenses signed by the Parties.

All other terms of the Contract remain in full force and effect, unless otherwise terminated.

SOURCEWELL	Caterpillar Inc.
By: DocuSigned by: Jeremy Schwartz C0FD2A139D06489...	By: DocuSigned by: Patrick Kearns 68A87926721B4E0...
Name: Jeremy Schwartz	Name: Patrick Kearns
Title: Director of Operations and Procurement/CPO	Title: Vice President Sales & Marketing - North America
Date: 5/24/2023 | 2:45 PM CDT	Date: 5/24/2023 | 12:48 PM PDT

195982-01

Sep 01, 2026

CITY OF CARSON
ATTN: ACCOUNTS PAYABLE
701 E CARSON ST
CARSON, California 90745-2224

Attention: CHRIS HOLT

Dear Sir,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

One (1) New Caterpillar Inc. Model: 416 Backhoe Loader including standard and optional equipment as listed below.

Sourcewell #011723 - CAT

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 60 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Leo Jasso
Machine Sales Representative

One (1) New Caterpillar Inc. Model: 416 Backhoe Loader including standard and optional equipment as listed below.

STANDARD EQUIPMENT

BOOMS, STICKS, AND LINKAGES -BACKHOE -- 14'4" Center pivot backhoe -4.3 Meters -- Boom and swing transport locks -- Mechanical operated backhoe and -stabilizer controls -- Street type stabilizer shoes -LOADER -- Single Tilt Loader -- Lift cylinder brace -- Self-leveling loader with single -lever control -- Return-to-dig -(automatic bucket positioner) -- Transmission neutralizer switch -- Bucket level indicator

POWERTRAIN -- Water separator -- Thermal starting aid system -- Dry type axial seal air cleaner with -integral precleaner -- Automatic dust ejection system -- Filter condition indicator -- Hydraulically boosted multi-plate -wet disk brake with dual pedals & -interlock -- Differential lock -- Drive-line parking brake -- Torque converter -- Transmission-four speed manual shift -- Neutral safety switch -- Spin-on filters for -Fuel -Engine oil -Transmission oil -- Outboard Planetary Rear Axles -- Diesel particulate filter -- Hydrostatic power steering -

HYDRAULICS -- Load sensing, variable flow system -with 35 gpm (132 L/min) axial piston -pump -- 6 micron hydraulic filter -- Caterpillar XT-3 hose -- Hydraulic oil cooler -- Flow-Sharing Hydraulic Valves -- Hydraulic suction strainer

ELECTRICAL -- 12 volt electrical start -- Horn, front and rear -- Backup alarm -- Hazard flashers/turn signals -- Halogen head lights (2) -- Halogen rear flood lights (2) -- Stop and tail lights -- Audible system fault alarm -- Key start/stop system -- 850 CCA maintenance free battery -- Battery disconnect switch -- External Power Receptacle (12v)

OPERATOR ENVIRONMENT -- Interior rearview mirror -- Rear fenders -- ROPS canopy -- 2-inch (50mm) retractable seat belt -- Hand and foot throttle -- Air suspension seat -- Coat Strap -- Lockable storage area

FLUIDS -Antifreeze - Extended Life Coolant --30C (-20F)

OTHER STANDARD EQUIPMENT -- Standard Storage Box -- Transport tie-down points -- Ground line fill fuel tank with -42.3 gal (160L) capacity & 5 gal (19L) -diesel exhaust fluid -- Rubber impact strips on radiator -guard -- CD-ROM Parts Manual -- Safety Manual -- Operations and Maintenance Manual -- Lockable hood -- Tire Valve Stem Protection

MACHINE SPECIFICATIONS

416 07A BHL CFG2	543-3339
HRC - MACHINE	
LANE 2-AVAILABLE FROM CLAYTON AND WACO DIST.CENTERS FOR US-A ONLY(SAP)	
LANE 2-AVAILABLE FROM LEICESTER FACTORY FOR CANADA ONLY (SAP),	
LANE 3-AVAILABLE FROM CLAYTON AND WACO DIST.CENTERS FOR US-A ONLY(SAP)	
LANE 3-AVAILABLE FROM LEICESTER FACTORY FOR CANADA ONLY (SAP).	
LANE3-AVAILABLE FROM CLAYTON AND WACO DIST.CENTERS FOR CHILE ONLY(SAP)	
BUCKET-HD, 18", 4.9 FT3, PL	247-1949
HAMMER, B8	532-9108
LINES, B6-B8 HAMMER, BHL	570-6298
BRACKET, 1/4YD PL, LG	443-7285
LANE 3 ORDER	0P-9003
STICK, EXT, 14', PILOT	543-4282
PT, 2WS, PSHF, PILOT	544-0933
ENG, 70KW, C3.6, T4F	542-7779
HYD, MP, 6FCN, PILOT	542-7765
CAB, STD	557-4932
DISPLAY, STD	545-5047
WORKLIGHTS (8) LED LAMPS	657-7707
SEAT, FABRIC	677-7606
BELT, SEAT, 3"	670-7049
AIR CONDITIONER, T4F	542-7810
PRODUCT LINK, CELLULAR, PLE643	639-4880
CTWT, 1015 LBS	337-9696
STABILIZER PADS, FLIP-OVER	9R-6007
LOADER BUCKET PINS	545-8548
BUCKET-MP, 1.3 YD3, PO	337-7436
CUTTING EDGE, TWO PIECE	9R-5321
COUPLER, PIN LOCK, BL F	544-1901
INSTRUCTIONS, ANSI	559-0872
SERIALIZED TECHNICAL MEDIA KIT	421-8926
TIRES, 340 80R18/500 70R24, MX	533-0479

Base Model		Part #	List Price
416			183,166.00
-		-	
July 2% Price increase			3,663.32
Sub Total, Machine			**186,829.32**
Min Member Disc	22.0%		(41,102.45)
Machine / Option Price			**145,726.87**
Customer Invoice			
Machine / Option Price			**145,726.87**
Work Tool / Attachments Price			**222.18**
Pre-Tax Total			145,949.04
Pre-Prep Total			145,949.04
Nondiscountable Items			
Delivery			650.00
PDI			856.25
INSTALL AND TEST HAMMER ATTACHMENT			700.00
Manuals, (1) set CD/DVD			1,200.00
Front Radiator Guard			4,783.16
Total			**154,138.45**

WARRANTY & COVERAGE

Standard Warranty: 12 MONTHS FULL MACHINE

SELL PRICE	$154,138.45
NET BALANCE DUE	**$154,138.45**
TIRE FEE	$7.00
SALES TAX (10.5%)	$16,184.54
AFTER TAX BALANCE	**$170,329.99**

PAYMENT TERMS

Cash Invoice Terms

CASH WITH ORDER
$0.00

F.O.B/TERMS:
City Of Industry Machine

Accepted by_____ on _____

_____
Signature

Purchasing Division
701 E. Carson Street
Carson, CA 90745

Purchasing Waiver

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

Exemption sought:

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

Pursuant to CMC Section 2611:

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

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

Awarding Agency: Sourcewell

Vendor: Quinn CAT

Contract #: 011723-CAT

Solicitation #: RFP011723

Contract Effective Date: 05/24/23

Contract Expiration: 04/14/2027

Specify purchase details:

Amount: $170,329.99

Vendor: Quinn CAT

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

For the purchase of one new 2026 or newer Caterpillar Inc. model 16 backhoe loader to maintain the City's roadways. Staff regularly utilize heavy equipment vehicles such as a tractor backhoe. The Operations and Maintenance division currently uses a 2003 backhoe model when performing maintenance services. The current vehicle is more than 20 years old and is no longer reliable or cost-effective to maintain for safe daily operations.

Authorized Department Staff:

Signature:

Date: 8/31/26

Name/Title: Dr. Arlington Rodgers, PW Director

Purchasing:

Josilla Togiola, Purchasing Mngr.

9.2.26

Rev. 0825JT

WAREHOUSE
CASE
1034
CASE
LG6M54
SONSRAY
(844)-SONSRAY

WAREHOUSE
BAY
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CITY OF CARSON
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CASE
extendaHoe
LG6M54
SONSRAY
(844) SONSRAY

CASE
1034

WAREHOUSE
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CASE
LG6M54
CASE
extendahoe
1373

Ford
1403798
GMC

CITY OF CARSON

701 East Carson Street

Report to Honorable Mayor and City Council

Tuesday, October 6, 2026, 5:00 PM

CONSENT 28.

To: Honorable Mayor and City Council

From: Michael Whittiker, Community Services Director CS Community Services

Subject: CONSIDER APPROVAL OF AMENDMENT NO. 4 TO CONTRACT NO. 23-270 WITH T&G GLOBAL, LLC, DBA ST. NICK'S CHRISTMAS LIGHTING & DÉCOR, TO EXTEND THE AGREEMENT AND AUTHORIZE ADDITIONAL HOLIDAY DECORATION ENHANCEMENTS FOR THE 2026 HOLIDAY SEASON (CITY COUNCIL)

I. SUMMARY

On October 3, 2023, the City Council approved an agreement with T&G Global, LLC, doing business as St. Nick's Christmas Lighting and Décor ("St. Nick's"), to provide holiday decorating services at City Hall, the Carson Event Center, and designated City streets and public areas. The agreement established an initial three-year term at an annual base cost of $157,894, for a total base contract amount of $473,682 (Exhibit No. 1).

Since approval of the original agreement, the City Council has approved three amendments authorizing additional holiday decorations and enhancements beyond the original scope of services. Amendment No. 1, approved November 21, 2023, authorized $48,525 in enhancements for the 2023 holiday season (Exhibit No. 2). Amendment No. 2, approved September 17, 2024, authorized $49,056 in enhancements for the 2024 holiday season (Exhibit No. 3). Amendment No. 3, approved September 30, 2025, authorized $63,035 in enhancements for the 2025 holiday season (Exhibit No. 4). Staff now recommends approval of the proposed Amendment No. 4, which would exercise the first of the City's two optional one-year extensions and authorize additional decorations and enhancements for the 2026 holiday season (Exhibits Nos. 5 and 6). The amendment would extend the agreement through the 2026 holiday season, with one additional one-year extension remaining available to the City.

If approved, Amendment No. 4 would authorize the annual base contract amount of $157,894 for the additional year, along with $49,364 for the proposed 2026 enhancements. This would increase the total authorized contract amount from $634,298 to $841,556 over the four-year contract period.

II. RECOMMENDATION

TAKE the following actions:

1. APPROVE the proposed Amendment No. 4 to Contract No. 23-270 with T&G Global, LLC, doing business as St. Nick's Christmas Lighting & Décor, extending the Agreement for one additional year and authorizing additional holiday decoration enhancements for the 2026 holiday season, for a revised total contract amount not to exceed $841,556; and,
2. AUTHORIZE the Mayor to execute Amendment No. 4, following approval as to form by the City Attorney.

III. ALTERNATIVES

1. TAKE any other action the City Council deems appropriate and consistent with applicable law.

IV. BACKGROUND

On June 29, 2023, the City of Carson issued Request for Proposals (RFP) No. 23-022 to competitively solicit a qualified contractor to provide holiday decorating services at City Hall, the Carson Event Center, and designated City streets and public areas. The requested services included furnishing, installing, maintaining, and removing holiday decorations. Following the competitive selection process, T&G Global, LLC, doing business as St. Nick's Christmas Lighting and Décor ("St. Nick's"), was selected based on its qualifications, experience, project understanding, staffing and service capacity, past performance, and familiarity with the City's holiday decorating program.

On October 3, 2023, the City Council approved a three-year agreement with St. Nick's, with two optional one-year extensions that may be exercised by the City (Exhibit No. 1). The agreement established an annual base cost of $157,894, for an initial three-year contract amount of $473,682. The base services provide the City's recurring holiday decorating program, while additional enhancements may be considered separately based on the City's needs and available funding.

Since approval of the original agreement, the City Council has authorized additional holiday decorations and enhancements each year. On November 21, 2023, the City Council approved Amendment No. 1, authorizing $48,525 in additional decorations for the 2023 holiday season and increasing the total authorized contract amount to $522,207 (Exhibit No. 2). On September 17, 2024, the City Council approved Amendment No. 2, authorizing an additional $49,056 for the 2024 holiday season and increasing the total contract amount to $571,263 (Exhibit No. 3). On September 30, 2025, the City Council approved Amendment No. 3, authorizing an additional $63,035 for the 2025 holiday season and increasing the total contract amount to $634,298 (Exhibit No. 4).

For the 2026 holiday season, staff is recommending approval of Amendment No. 4 (Exhibit No. 6), which would accomplish two purposes. First, the amendment would exercise the first of the City's two optional one-year extensions, allowing St. Nick's to continue providing holiday decorating services through the 2026 season. Exercising this option would extend the agreement from its original three-year term to a fourth year, with one additional one-year extension remaining available to the City. Second, Amendment No. 4 would authorize $49,364 in additional holiday decorations and enhancements identified in St. Nick's proposal (Exhibit No. 5). The proposed 2026 enhancements would expand and refresh holiday decorations throughout the Civic Center area.

- At the Carson Event Center, the enhancements include a 14-foot illuminated "Happy Holidays" sign with an eight-foot illuminated red bow, a decorated 20-foot live Christmas tree with warm white lighting in the Atrium, and a 10-foot walk-through illuminated star with a gift-box display. The proposal also includes decorations for newly constructed areas of the Carson Event Center.
- At the City Hall Bridge, the proposed enhancements include six 10-foot red-and-white illuminated arches, a 14-foot illuminated "Happy Holidays" sign, additional warm white lighting in the median, and lighting on pine and smaller trees along Civic Center Drive.
- At City Hall, the enhancements include a decorated 14-foot live Christmas tree with warm white lighting in the lobby, nine-foot garlands along both sides of the staircase, warm white lighting in the planter boxes near the entrance, and 36-inch red bows with gold trim on trees in front of City Hall.
- Along Carson Street and Avalon Boulevard, the proposed enhancements include illuminated tree wraps on the west and south sides of City Hall, 40 eight-foot illuminated pole-mounted displays, and warm white lighting in landscaping along Avalon Boulevard between City Hall and Desford Street.

Together, these improvements are intended to provide a coordinated and consistent holiday display throughout the Civic Center and surrounding public areas. The additional cost of the proposed 2026 enhancements is $49,364 (Exhibit No. 5). This amount is separate from the annual base contract amount of $157,894, which is already included in the City's adopted Fiscal Year 2026-27 budget. Accordingly, approval of Amendment No. 4 would authorize continuation of the City's existing holiday decorating program for the 2026 season, exercise the first optional one-year contract extension, and authorize the proposed additional holiday enhancements.

V. FISCAL IMPACT

Funding for the annual base contract amount of $157,894 is included in the City's adopted Fiscal Year 2026-27 Operating Budget for the Community Services Department, Carson Event Center, in Account No. 101-90-960-930-6004. If the City Council approves the proposed 2026 holiday decoration enhancements, the additional $49,364 will also be funded from Account No. 101-90-960-930-6004. Therefore, the total cost for holiday decorating services for the 2026 season will be $207,258, consisting of the $157,894 annual base contract amount and $49,364 in additional enhancements. No additional appropriation is required as a result of this action.

VI. EXHIBITS

1. Contract No. 23-270
2. Amendment No. 1 to Contract No. 23-270
3. Amendment No. 2 to Contract No. 23-270
4. Amendment No. 3 to Contract No. 23-270
5. 2026 Holiday Decorations Cost Proposal
6. (Proposed) Amendment No. 4 to Contract No. 23-270

Attachments

Contract 23-270.pdf
Amendment 1 to Contract 23-270.pdf
Amendment 2 to Contract 23-270.pdf
Amendment 3 to Contract 23-270.pdf
2026 Additional Holiday Decorations Cost Proposal.pdf
Amendment No. 4 to Contract No. 23-270.pdf

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF CARSON

and

T&G GLOBAL, LLC DBA ST. NICK'S CHRISTMAS LIGHTING AND DÉCOR

AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF CARSON AND
T&G GLOBAL, LLC DBA ST. NICK'S CHRISTMAS LIGHTING AND DÉCOR

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this ____ day of _____, 2023 by and between the CITY OF CARSON, a California municipal corporation ("City") and T&G GLOBAL, LLC DBA ST. NICK'S CHRISTMAS LIGHTING AND DÉCOR, a California limited liability company ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

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

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

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

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

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

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

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

1.2 Consultant's Proposal.

The Scope of Service shall include the Consultant's proposal submitted in response to City's Request for Proposals No. 23-022, which proposal shall be incorporated herein by this reference as though fully set forth herein ("Proposal"). In the event of any inconsistency between the terms of the Proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

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

1.4 Licenses, Permits, Fees and Assessments.

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

1.5 Familiarity with Work.

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

1.6 Care of Work.

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

1.7 Further Responsibilities of Parties.

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

1.8 Additional Services.

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

1.9 Special Requirements.

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **Four Hundred Seventy-Three Thousand Six Hundred Eighty-Two Dollars and No Cents ($473,682.00)** (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

2.2 Method of Compensation.

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

2.3 Reimbursable Expenses.

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

2.4 Invoices.

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

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

2.5 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 Schedule of Performance.

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

3.3 Force Majeure.

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

3.4 Term.

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

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

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

Daniel Christenson	Director of Sales
(Name)	(Title)

(Name)	(Title)
(Name)	(Title)

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

4.2 Status of Consultant.

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

4.3 Contract Officer.

The Contract Officer shall be Bobby Grove, Community Services Superintendent. 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] DC
> Consultant Initials

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

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

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

5.3 Indemnification.

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

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

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

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

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

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

5.4 Sufficiency of Insurer.

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

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

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

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

6.2 Reports.

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

6.3 Ownership of Documents.

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

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

6.4 Confidentiality and Release of Information.

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

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

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

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

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

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

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

7.2 Disputes; Default.

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

7.3 Retention of Funds.

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

7.4 Waiver.

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

7.5 Rights and Remedies are Cumulative.

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

7.6 Legal Action.

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

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Consultant.

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

7.9 Attorneys' Fees.

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

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

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

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

8.3 Covenant Against Discrimination.

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

8.4 Unauthorized Aliens.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

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

9.2 Interpretation.

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

9.3 Counterparts.

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

9.4 Integration; Amendment.

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

9.5 Severability.

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

9.6 Warranty & Representation of Non-Collusion.

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

Consultant's Authorized Initials DC

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

For _____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
[brj]

CONSULTANT:

T&G GLOBAL, LLC DBA ST. NICK'S CHRISTMAS LIGHTING AND DÉCOR

By: _____
Name: Daniel Christenson
Title: Director of Sales

By: _____
Name: Nicholas Adams
Title: Managing Member
Address: 6861 Walker St.
La Palma, CA 90623

If Consultant is a limited liability company, any one of the following options will satisfy City's signature requirements pursuant to the Corporations Code. Option A: One signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. Option B: Signatures required from two managers unless the LLC is managed by one manager per its articles of organization, in which case only one signature from that manager is required. Option C: One signature required from any member unless the LLC is manager-managed per its articles of organization. Option D: One signature required from any manager if the LLC is manager-managed per its articles of organization. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF ORGANIZATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

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

CITY:

CITY OF CARSON, a municipal corporation

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
[brj]

CONSULTANT:

T&G GLOBAL, LLC DBA ST. NICK'S CHRISTMAS LIGHTING AND DÉCOR

By: _____
Name: Daniel Christenson
Title: Director of Sales

By: _____
Name: Nicholas Adams
Title: Founder
Address: 6861 Walker St.
La Palma, CA 90623

If Consultant is a limited liability company, any one of the following options will satisfy City's signature requirements pursuant to the Corporations Code. Option A: One signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. Option B: Signatures required from two managers unless the LLC is managed by one manager per its articles of organization, in which case only one signature from that manager is required. Option C: One signature required from any member unless the LLC is manager-managed per its articles of organization. Option D: One signature required from any manager if the LLC is manager-managed per its articles of organization. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF ORGANIZATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

ACKNOWLEDGMENT

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

State of California
County of LOS ANGELES)

On OCTOBER 05, 2023 before me, MARILYN T. BARSANA, NOTARY PUBLIC
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

MARILYN T. BARSANA
Notary Public - California
Los Angeles County
Commission # 2346009
My Comm. Expires Feb 9, 2025

Signature Marilyn T. Barsana (Seal)

ACKNOWLEDGMENT

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

State of California
County of LOS ANGELES)

On OCTOBER 05, 2023 before me, MARILYN T. BARSANA, NOTARY PUBLIC
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

MARILYN T. BARSANA
Notary Public - California
Los Angeles County
Commission # 2346009
My Comm. Expires Feb 9, 2025

Signature Marilyn T. Barsana (Seal)

T & G Global, LLC

6861 Walker Street
La Palma, CA 90623

LLC Resolution

The following resolution is hereby adopted by all members of T & G Global, LLC:

Resolved, that Allen Wade Francis as managing member, Nicholas Adams as managing member, and/or Daniel Christenson as Director of Sales are hereby authorized to enter into contracts on behalf of T & G Global, LLC; and to sign all associated documents. Only one signature is required to bind T & G Global, LLC unless more signatures are required by the client. This resolution is valid for two years from the date stated below.

This resolution is adopted May 1, 2023 and acknowledged by all members.

Wade Francis

Allen Wade Francis

5/1/23

Date

Nicholas Charles Adams

5/25/23

Date

EXHIBIT "A"
SCOPE OF SERVICES

I. Consultant will perform the following Services:

A. Design, development, technical and artistic direction of the City's winter holiday themed décor and lighting programs, include the holiday decoration of City Hall, Carson Event Center, bordering streets, and other areas ("Holiday Programs").

B. Provide all decorations and ornaments, materials, labor, supplies, equipment, tools, transportation, and other items on temporary/rental basis as necessary for the installation and execution of the Holiday Programs, as detailed below. Under no circumstances may Consultant use, or expect to use, City equipment, materials, supplies, or staff to perform any of the Services. All access to electrical work and electric timer is to be coordinated with the City's Public Works Department.

C. Installation and removal of all décor and lighting for Holiday Programs.

D. Décor and lighting for the Holiday Programs shall be as set forth in the table below. For each area described in the subheadings of the table below, Consultant shall offer City three décor package options as set forth in Consultant's Proposal for each Holiday Program (e.g., 2023/24, 2024/25, 2025/26), and the Contract Officer shall have discretion to decide which option(s) to select. Additionally, Consultant shall offer three ornament décor package/color options as set forth in Consultant's Proposal for each Holiday Program and each applicable area within each Holiday Program, and the Contract Officer shall have discretion to decide which one(s) to select for each Holiday Program and area. The selection of a décor package option pursuant to this paragraph shall have no impact on compensation to Consultant, as all options are offered for the same rates and total compensation set forth in Exhibit "C".

Description	Quantity
Carson Event Center - East Entrance	
72" decorated and LED lit wreath with red bow	1
Medium palm trees wrapped at center with 700 LED warm white light	4
18FT lighted and decorated garland with red bow	10
Medium palm tree - fronds lighted with green mini lights, crown with red mini lights	4
5FT lighted and red bow on awning	1
12FT lighted walk-thru ornament	1
Carson Event Center – Northeast Entrance	
275FT LED C9 perimeter lighting	1
Small bushes with LED mini lights	6
Small tree trunks and branches wrapped with mini lights	6
Small scroll potted trees wrapped with mini lights	3
6FT winter wonderland scene with reindeer in grassy/bush area	1

Small trees wrapped	4
6 FT wreath decorated with ornaments – included in proposal	1
Carson Event Center - Northeast Lobby	
6.5 FT LIVE tree purchase, install, and removal – no decorations	1
Carson Event Center - Atrium	
Small tree trunks and branches wrapped with mini lights	8
60" decorated and LED lit wreath with red bow	1
9FT garland swags with gold bows	5
6FT lighted reindeer on west grass area	3
90"x20" LED lighted scrolls on each column	8
36" lighted tear drop sprays with bows	16
New custom holiday vinyl banners ** install ONLY	8
12FT lighted walk-thru ornament	1
20 FT LIVE tree purchase, install, and removal – no decorations	1
Carson Event Center - Patio A Courtyard	
Small tree trunks wrapped with branches	2
Medium lollipop tree trunks wrapped with mini lights	6
Small bushes with LED mini lights (net lighting, approx. 20 nets)	20
Large banana tree trunk wrapped with mini lights	1
City Hall - Fountain Area	
Custom holiday music system player	1
24 FT Light and decorate live tree	1
24 FT LIVE tree purchase, install, and removal	1
12FT Decorated and lit wreath with large red bow	1
Medium palm tree trunks wrapped with mini lights	4
Medium palm trees with RGB up lights	4
Medium light posts wrapped with lit garland and red bows	2
Small bushes with LED mini lights (net lighting, approx. 10 nets)	5
10FT giant lighted red bow on top of city hall building	1
20FT Lighted "Happy Holidays" sign	1
Medium palm tree fronds lighted with green mini lights	4
City Hall - Main Entrance	
60" decorated and lit wreath with bow	1
Medium tree trunks wrapped with mini lights (left of pathway)	7
Medium tree trunks wrapped with mini lights (right of pathway)	3
Medium tree trunks wrapped with mini lights (left side of building)	14
9FT stairs inside City Hall leading to Council Chambers garland with lights	2
C9 lights glued to archway of city hall entrance	4
C9 lights affixed to the angled pillars on the side of the building	10

2FT animated lighted snowfall topper for live tree	1
14 FT LIVE tree purchase, install, and removal – no decorations	1
City Hall - Pedestrian Bridge Area	
220FT lit garland wrapped along bridge	1
48" decorated and lit wreath with red bows	4
Large pine trees in median trunk only wrapped with mini lights	10
Small bushes with LED mini lights (net lighting, 10 nets needed)	4
100FT fountain railing wrapped with mini lights	1
760FT C9 perimeter lighting	1
Large tree trunks and branches wrapped with mini lights	6
Small palm tree trunks wrapped with mini lights	12
Projector with custom GoBo	1
Carson Street - Right Side of Street	
Medium palm tree trunks wrapped with mini lights	17
Street Banners - Carson and Avalon	
3x6FT Lighted street banners on Carson from Bonita to Main	20
3x6FT Lighted street banners from 220th to Del Amo	20
Commercial grade red tinsel garland to all poles	80

II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City: N/A

III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City appraised of the status of performance by delivering the following status reports: N/A

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

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

A. Wade Francis, CFO

B. Brenda Sheridan, Director of Operations

C. Daniel Christenson, Director of Sales

D. Stephanie Escobar, Creative Director

E. Jovany Villela, Account Executive

F. Bryce Eskes, Account Executive

G. Bret Green, Structural Engineer

H. Alonso Salazar, Senior Installer

I. Carlos Vasquez, Senior Installer

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

(Added text is indicated in ***bold italics***, deleted text in ~~strikethrough~~)

I. Section 3.4 ("Term") is amended as follows:

"3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding ***three (3)*** ~~one (1)~~ years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D"). ***City, at its sole discretion, has the option to extend the term of the Agreement for up to two additional one-year periods upon written notice to Consultant.***"

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. **Consultant shall perform the Services at the following rates (itemized prices are per Holiday Program):**

RFP 23-022 Holiday Decorations & Banners - St Nick's Christmas Lighting & Décor
Pricing for 3-Year Contract

Description	Quantity	Unit Price	Total Price
Community Center - East Entrance			
72" decorated and LED lit wreath with red bow	1	$ 435.00	$ 435.00
Medium palm trees wrapped at center with 700 LED warm white light	4	$ 275.00	$ 1,100.00
18FT lighted and decorated garland with red bow	10	$ 550.00	$ 5,500.00
Medium palm tree - fronds lighted with green mini lights, crown with red mini lights	4	$ 250.00	$ 1,000.00
5FT lighted and red bow on awning	1	$ 2,300.00	$ 2,300.00
12FT lighted walk-thru ornament	1	$ 5,750.00	$ 5,750.00
Community Center - North East Entrance			
275FT LED C9 perimeter lighting	1	$ 1,925.00	$ 1,925.00
Small bushes with LED mini lights	6	$ 150.00	$ 900.00
Small tree trunks and branches wrapped with mini lights	6	$ 150.00	$ 900.00
Small scroll potted trees wrapped with mini lights	3	$ 100.00	$ 300.00
6FT winter wonderland scene with reindeer in grassy/bush area	1	$ 2,250.00	$ 2,250.00
Small trees wrapped	4	$ 150.00	$ 600.00
6FT wreath Decorated with ornaments	1	Comp	$ -
Carson Event Center - North Lobby			
6.5FT LIVE tree purchase, install, and removal - no decorations	1	$ 675.00	$ 675.00
Community Center - Atrium			
Small tree trunks and branches wrapped with mini lights	8	$ 175.00	$ 1,400.00
60" decorated and LED lit wreath with red bow	1	$ 300.00	$ 300.00
9FT garland swags with gold bows	5	$ 285.00	$ 1,425.00
6FT lighted reindeer on west grass area	3	$ 300.00	$ 900.00
90"x20" LED lighted scrolls on each column	8	$ 525.00	$ 4,200.00
36" lighted tear drop sprays with bows	16	$ 225.00	$ 3,600.00
New custom holiday vinyl banners **Install Only - Banners Purchased by City in 2021**	8	$ 125.00	$ 1,000.00
12FT lighted walk-thru ornament	1	$ 5,750.00	$ 5,750.00
20FT LIVE tree purchase, install, and removal - no decorations	1	$ 7,150.00	$ 7,150.00
Community Center - Patio A Courtyard			
Small tree trunks wrapped with branches	2	$ 225.00	$ 450.00
Medium lollipop tree trunks wrapped with mini lights	6	$ 265.00	$ 1,590.00
Small bushes with LED mini lights (net lighting, approx. 20 nets)	20	$ 100.00	$ 2,000.00
Large banana tree trunk wrapped with mini lights	1	$ 350.00	$ 350.00
City Hall - Fountain Area			
Custom holiday music system player	1	$ 2,750.00	$ 2,750.00
24FT Light and decorate live tree	1	$ 9,750.00	$ 9,750.00
24FT LIVE tree purchase, install, and removal	1	$ 8,500.00	$ 8,500.00
12FT Decorated and lit wreath with large red bow	1	$ 2,650.00	$ 2,650.00
Medium palm tree trunks wrapped with mini lights	4	$ 275.00	$ 1,100.00
Medium palm trees with RGB up lights	4	$ 250.00	$ 1,000.00
Medium light posts wrapped with lit garland and red bows	2	$ 250.00	$ 500.00
Small bushes with LED mini lights (net lighting, approx. 10 nets)	5	$ 150.00	$ 750.00
10FT giant lighted red bow on top of city hall building	1	$ 3,250.00	$ 3,250.00
20FT Lighted "Happy Holidays" sign	1	$ 1,000.00	$ 1,000.00
Medium palm tree fronds lighted with green mini lights	4	$ 250.00	$ 1,000.00
City Hall - Main Entrance			
60" decorated and lit wreath with bow	1	$ 425.00	$ 425.00
Medium tree trunks wrapped with mini lights (left of pathway)	7	$ 175.00	$ 1,225.00
Medium tree trunks wrapped with mini lights (right of pathway)	3	$ 175.00	$ 525.00
Medium tree trunks wrapped with mini lights (left side of building)	14	$ 175.00	$ 2,450.00
9FT stairs inside City Hall leading to Council Chambers garland with lights	2	$ 325.00	$ 650.00
C9 lights glued to archway of city hall entrance	4	$ 550.00	$ 2,200.00
C9 lights affixed to the angled pillars on the side of the building	10	$ 235.00	$ 2,350.00
2FT animated lighted snowfall topper for live tree	1	$ 299.00	$ 299.00
14FT LIVE tree purchase, install, and removal - no decorations	1	$ 4,500.00	$ 4,500.00
City Hall - Bridge Area			
220FT lit garland wrapped along bridge	1	$ 3,950.00	$ 3,950.00
48" decorated and lit wreath with red bows	4	$ 325.00	$ 1,300.00
Large pine trees in median trunk only wrapped with mini lights	10	$ 150.00	$ 1,500.00
Small bushes with LED mini lights (net lighting, 10 nets needed)	4	$ 150.00	$ 600.00
100FT fountain railing wrapped with mini lights	1	$ 300.00	$ 300.00
760FT C9 perimeter lighting	1	$ 5,320.00	$ 5,320.00
Large tree trunks and branches wrapped with mini lights	6	$ 350.00	$ 2,100.00
Small palm tree trunks wrapped with mini lights	12	$ 150.00	$ 1,800.00
Projector with custom GoBo	1	$ 1,000.00	$ 1,000.00
Carson Street - Right Side of Street			
Medium palm tree trunks wrapped with mini lights	17	$ 200.00	$ 3,400.00
Street Banners - Carson and Avalon			
3x6FT Lighted street banners on Carson from Bonita to Main	20	$ 650.00	$ 13,000.00
3x6FT Lighted street banners from 220th to Del Amo	20	$ 650.00	$ 13,000.00
Commercial grade red tinsel garland to all poles	80	$ 125.00	$ 10,000.00
	Total Annual Cost - 3 Year Contract		**$ 157,894.00**

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

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

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 $473,682.00 as provided in Section 2.1 of this Agreement.

V. The Consultant's billing rates for all personnel are attached as Exhibit C-1. N/A

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

I. Consultant shall perform all services timely in accordance with the following schedule:

A. Installation and removal of the décor and lighting for each of the Holiday Programs shall occur during the following time frames:

	Start	**Finish**
Installation	No earlier than one week prior to Thanksgiving*	No later than the Sunday following Thanksgiving
Removal	No earlier than January 2	No later than January 7

*City Hall and the Community Center are closed November 24 – November 25 (Thanksgiving and Day After). However, Consultant can still install exterior decorations.

II. Consultant shall deliver the following tangible work products to the City by the following dates. N/A

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/10/2023

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
Kelly Williams Insurance Agency, Inc.
4400 E. Pacific Coast Hwy.
Long Beach CA 90804

CONTACT NAME: Gina Villacis
PHONE (A/C, No, Ext): (562) 498-8661 FAX (A/C, No): (562) 985-0429
E-MAIL ADDRESS: gina@kellywilliamsins.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Mesa Underwriters Specialty	36838
INSURER B :	United Financial Casualty Company	11770
INSURER C :	Scottsdale Insurance Company	41297
INSURER D :	Insurance Company of the West	27847
INSURER E :		
INSURER F :		

INSURED
T&G Global, LLC, DBA: St. Nick's Christmas Lighting and Décor
6861 Walker St
La Palma CA 90623

COVERAGES **CERTIFICATE NUMBER:** CL2391804393 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	MP0082001006709	09/07/2023	09/07/2024	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	Y	00885549	09/07/2023	03/07/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
C	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			XLS1225999	09/07/2023	09/07/2024	EACH OCCURRENCE	$ 4,000,000
							AGGREGATE	$ 4,000,000
								$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [Y] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WSA 5073087 00	09/29/2023	09/29/2024	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

Subject to all policy terms, endorsements, and exclusions.
City of Carson, its elected and appointed officers, employees, volunteers and agents GL form CG 20 10 11 85 and primary CG 20 01 04 13 and CG 24 04 10 93 waiver. Auto endorsement from Progressive and WC waiver form 99 06 34 included.

CERTIFICATE HOLDER

INSURANCE APPROVED
RG
10/12/2023

City of Carson
701 E Carson Street
Carson CA 90745

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - BLANKET

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us).

The additional premium for this endorsement shall be 2 % of the total California Workers' Compensation premium otherwise due.

Schedule

Person or Organization	Job Description
ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED IS REQUIRED UNDER WRITTEN CONTRACT TO FURNISH THIS WAIVER	CALIFORNIA OPERATIONS ONLY

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 09/29/2023 Policy No. WSA 5073087 00 Endorsement No.

Insured T & G GLOBAL, LLC Premium $ INCL.

Insurance Company INSURANCE COMPANY OF THE WEST

Countersigned By _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Any person or organization to which you are obligated by virtue of a written contract to provide insurance such as is afforded by this policy, but only with respect to (1) occurrences taking place after such written contract has been executed and (2) occurrences resulting from work performed by you during the policy period, or occurrences resulting from the conduct of your business during the policy period.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section **IV** – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

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

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

Any person or organization to which you are obligated by virtue of a written contract to provide insurance such as is afforded by this policy, but only with respect to (1) occurrences taking place after such written contract has been executed and (2) occurrences resulting from work performed by you during the policy period, or occurrences resulting from the conduct of your business during the policy period.

A person or organization that qualifies as an "insured" under the above paragraph of this Endorsement shall be an additional insured solely with respect to such additional insured's liability for "bodily injury," property damage" or "personal and advertising injury" caused in whole or in part by your acts or omissions in the performance of "your work" for the additional insured on or at "commercial construction projects."

For the purposes of this Endorsement, "commercial construction projects" are defined as buildings or structures constructed for commercial use and also includes apartments, hotels, homes for the aged, dormitories or barracks. However, "commercial construction projects" shall not include any building or structure which contains individual owner occupied units or dwellings.

.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

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KELLY WILLIAMS INS
4400 E PACIFIC COAST
LONG BEACH, CA 90804

PROGRESSIVE COMMERCIAL

Named insured

T&G GLOBAL, LLC
ST. NICK'S CHRISTMAS LIGHTING SERVICES
6861 WALKER ST
LA PALMA, CA 90623

Policy number: 00885549
Underwritten by:
United Financial Cas Co
August 16, 2023
Policy Period: Sep 7, 2023 - Mar 7, 2024

agent.progressive.com
Online Service
Make payments, check billing activity, print policy documents, update your policy or check the status of a claim.

1-562-498-8661
KELLY WILLIAMS INS
Contact your agent for personalized service.

1-800-444-4487
For customer service if your agent is unavailable or to report a claim.

Commercial Auto Insurance Coverage Summary

This is your revised Renewal Declarations Page

Your policy information has changed

This Renewal Declarations Page is effective only if the minimum amount due to renew your policy is received or postmarked by September 7, 2023.

Your coverage begins on September 7, 2023 at 12:01 a.m. This policy expires on March 7, 2024 at 12:01 a.m.

This coverage summary replaces your prior one. Your insurance policy and any policy endorsements contain a full explanation of your coverage. The policy limits shown for an auto may not be combined with the limits for the same coverage on another auto, unless the policy contract allows the stacking of limits. The policy contract is form 6912 (02/19). The contract is modified by forms 2852CA (02/19), 4757 (02/19), Z442 (02/19), 1198 (07/16), 8610 (02/19), 4852CA (02/19), 4881CA (02/19) and Z228 (01/11).

The named insured organization type is a corporation.

Policy changes effective September 7, 2023

Premium change:	$0.00
Changes:	City Of La Quinta has been added as an additional insured.

Outline of coverage

Description	Limits	Deductible	Premium
Liability To Others			$5,712
Bodily Injury and Property Damage Liability	$1,000,000 combined single limit		
Any Auto Legal Liability To Others			113
Bodily Injury and Property Damage Liability	$1,000,000 combined single limit		
Uninsured/Underinsured Motorist	$500,000 combined single limit		544
Uninsured Motorist Property Damage	Rejected		--
Medical Payments	$5,000 each person		107
Comprehensive			194
See Auto Coverage Schedule	Limit of liability less deductible		
Collision			1,025
See Auto Coverage Schedule	Limit of liability less deductible		
Subtotal policy premium			**$7,695.00**
Waiver of Subrogation Fee			25.00
Additional Insured Fee			75.00
California Vehicle Assessment Fee			3.52
Total 6 month policy premium and fees			**$7,798.52**

Number of Employees: (0-10)

Important information about fees

The following additional fees may apply:

Late payment fee $10.00

Fee for returned checks or refused payments $20.00

Rated drivers

1. SERVIO P ALDANA
2. CARLOS VASQUEZ AVILA
3. BELTER N DIAZ ALEGRIA
4. FELIX A FLORESSALAZAR
5. MAICOL D ACOSTA

Auto coverage schedule

1. **2007 FORD ECONO/CLUB WGN** Actual Cash Value (plus $2,000.00 Permanently Attached Equip)
VIN: **1FTNE14W57DB14977** Garaging Zip Code: 90623 Radius: 300 miles
Personal use: N Body type: Cargo Van

	Liability Premium	UM/UIM Premium	Med Pay Premium			
Liability Premium	$1241	$166	$32			
Physical Damage Premium	Comp Deductible	Comp Premium	Collision Deductible	Collision Premium		Auto Total
	$1,000	$18	$1,000	$53		**$1,510**

Continued

2. **2004 FORD ECONO/CLUB WGN** Actual Cash Value (plus $2,000.00 Permanently Attached Equip)
VIN: **1FTNE24L54HA87358** Garaging Zip Code: 90623 Radius: 300 miles
Personal use: N Body type: Cargo Van

	Liability Premium	UM/UIM Premium	Med Pay Premium		
Liability Premium	$1161	$166	$30		
	Comp Deductible	Comp Premium	Collision Deductible	Collision Premium	Auto Total
Physical Damage Premium	$1,000	$20	$1,000	$45	**$1,422**

3. **2016 RAM RAM CHASSIS 550** Stated Amount: * $82,000 (including Permanently Attached Equip)
VIN: **3C7WRMDL1GG148551** Garaging Zip Code: 90623 Radius: 300 miles
Personal use: N Body type: Bucket Truck

	Liability Premium	UM/UIM Premium	Med Pay Premium		
Liability Premium	$1064	$106	$20		
	Comp Deductible	Comp Premium	Collision Deductible	Collision Premium	Auto Total
Physical Damage Premium	$1,000	$58	$1,000	$347	**$1,595**

4. **2021 Ford F650 SUPER DUTY** Stated Amount: * $84,000 (including Permanently Attached Equip)
VIN: **1FDNF6AN8MDF06042** Garaging Zip Code: 90623 Radius: 300 miles
Personal use: N Body type: Box Truck

	Liability Premium	UM/UIM Premium	Med Pay Premium		
Liability Premium	$2246	$106	$25		
	Comp Deductible	Comp Premium	Collision Deductible	Collision Premium	Auto Total
Physical Damage Premium	$1,000	$98	$1,000	$580	**$3,055**

*A vehicle's stated amount should indicate its current retail value, including any special or permanently attached equipment. In the event of a total loss, the maximum amount payable is the lesser of the Stated Amount or Actual Cash Value, less deductible. Be sure to check stated amount at every renewal in order to receive the best value from your Progressive Commercial Auto policy.

Premium discount

Policy	
00885549	Multi-Product

Loss Payee information

1.	Loss Payee	Auto 3	ALTEC CAPITAL SERVIC 33 INVERNESS CTR PKW BIRMINGHAM, AL 35242 2016 RAM RAM CHASSIS 550 (3C7WRMDL1GG148551)

Continued

Additional Insured information

1.	Additional Insured	ALTEC CAPITAL SERV 33 INVERNESS CT BIRMINGHAM, AL 35242
2.	Additional Insured	CITY OF CARSON 701 E CARSON ST CARSON, CA 90745
3.	Additional Insured	FS CREIT 555 AVIATI 555 S AVIATION ELSE GUNDO, CA 90245
4.	Additional Insured	CITY OF LOS ANGELES 200 N MAIN ST LOS ANGELES, CA 90012
5.	Additional Insured	CUSTOM TRUCK ONE SO 14670 RANDALL A FONTANA, CA 92335
6.	Additional Insured	CITY OF LONG BEACH P.O. BOX 570 LONG BEACH, CA 90801
7.	Additional Insured	ONTARIO INTERNATION 1923 E AVION ST ONTARIO, CA 91764
8.	Additional Insured	CITY OF BUENA PARK 6650 BEACH BLVD BUENA PARK, CA 90621
9.	Additional Insured	BUREAU OF STREET LI 1149 S BROADWAY LOS ANGELES, CA 90015
10.	Additional Insured	CITY OF WEST HOLLYWOOD PO BOX 947 MURRIETA, CA 92564
11.	Additional Insured	CITY OF BUENA PARK 6650 BEACH BLVED BUENA PARK, CA 90621
12.	Additional Insured	Glendale I Mall Assoc LP; Glendale II Mall Assoc LLC RE Mall Management Office 100 W Broadway, Ste 100 Glendale, CA 91210
13.	Additional Insured	City Of La Quinta 78-495 Calle Tampico La Quinta, CA 92253

Waiver of Subrogation information

1.	Waiver of Subrogation	ONTARIO INERNATIONAL AIRPORT AUTHORITY 1923 E AVION ST ONTARIO, CA 91764

Continued

Important coverage notice

Please inform us if your business owns any vehicles that are not currently described on the Declarations Page. Remember that all vehicles owned by your business must be specifically described on the Declarations Page at the beginning of each policy term for Any Auto Liability coverage to apply to an owned, unlisted vehicle during the term.

Important Notice

For your protection California law requires the following to appear on this form. Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

Company officers

Cory W. Fincher

President

Patricia M. Cowan

Secretary

AMENDMENT NO. 1

TO AGREEMENT FOR CONTRACT SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES ("Amendment") by and between the CITY OF CARSON, a California municipal corporation ("City") and T&G GLOBAL, LLC dba St. Nick's Christmas Lighting & Décor, a California limited liability company ("Consultant"), is effective as of the 27th day of November, 2023.

RECITALS

A. Pursuant to a Request for Proposals ("RFP") issued by the City, City and Consultant entered into that certain Agreement for Contract Services dated October 24, 2023 ("Agreement") whereby Consultant agreed to provide the City with winter holiday decoration services for the 2023-24, 2024-25, and 2025-26 holiday seasons in exchange for compensation in the amount of $157,894 per year, or a not-to-exceed Contract Sum of $473,682.

B. City and Consultant now desire to amend the Agreement to add further decoration services for the 2023 winter holiday season, and in certain cases to replace or provide clarifications to decoration services already included in the Agreement. The total cost of the additional decoration services is $48,525, and the parties desire to increase the not-to-exceed Contract Sum by said amount, for an amended Contract Sum of $522,207.

C. The additional decorations are within the scope of the RFP, which provided the contract awarded pursuant thereto would allow the City to rent holiday decorations and street banner products and services on an "as needed" basis, and which requested proposers to submit their total line of available products and services, to include a separate holiday decoration enhancements addendum ("enhancements" was defined for this purpose in the RFP as items that may be added to the RFP at the City Council's sole discretion based on the available options) with pricing for consideration in addition to the basic package. Consultant did so, but due to timing issues, City approved the Agreement prior to determining the desired enhancements. Inclusion of the additional decorations in the Agreement when it was originally approved would not have impacted the selection of Consultant for the award, as the RFP was issued pursuant to CMC 2611(b) and was not required to be awarded to the "lowest responsive and responsible bidder." Per the RFP, the proposers were ranked based on the evaluation criteria set forth in the RFP, which did not include cost, and St. Nick's received the highest score. Staff also found that St. Nick's rates were fair, reasonable and competitive with the other proposers.

TERMS

1. **Contract Changes**. The Agreement is amended as provided herein (additions shown in ***bold italics***, deletions in ~~strikethrough~~).

A. Section 1.2, "Consultant's Proposal," is hereby amended as follows:

"1.2 Consultant's Proposal.

The Scope of Service shall include the Consultant's proposal submitted in response to City's Request for Proposals No. 23-022, which proposal shall be incorporated herein by this reference as though fully set forth herein ("Proposal"). ***For the 2023/24 Holiday Program, the Proposal shall also be deemed to include the document entitled "Holiday Decorations with Scope Additions" which Consultant submitted to the Contract Officer's staff on November 8, 2023.*** In the event of any inconsistency between the terms of the Proposal and this Agreement, the terms of this Agreement shall govern."

B. Section 2.1, "Contract Sum," is hereby amended as follows:

"2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed ***Five Hundred Twenty-Two Thousand Two Hundred Seven Dollars ($522,207)*** ~~Four Hundred Seventy-Three Thousand Six Hundred Eighty-Two Dollars and No Cents ($473,682.00)~~ (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8."

C. A new subsection E is hereby added to Section I of Exhibit "A," "Scope of Services," to read as follows:

"E. The following additional/replacement Décor and Lighting shall be provided for the 2023/24 Holiday Program:

Description	Quantity
Community Center - East Entrance	
12FT Warm White LED Walkthrough Arch (Swap for 12FT Walkthrough Ornaments)	1
Community Center - North East Entrance	
14FT Lighted Happy Holidays Sign - Red	1
36" lighted tear drop sprays	2
8FT Red Lighted Sleigh	1
8FT Lighted Red Bow	1
Carson Event Center - North Lobby	
Increase 6.5FT tree size to 8-9FT	1
Decorate and Light 8FT Tree with Warm White Lights and St Nick's Ornaments	1
Community Center - Atrium	
12FT Lighted Gift Box (Swap for Walkthrough Ornament)	1
10FT Lighted Tinsel Santa Motif with Bench	1

Decorate and Light 20FT Live Tree - Warm White LED Lights and St Nick's Ornaments	1
Community Center - Patio A Courtyard	
Small bushes with LED mini lights (net lighting, approx. 20 nets) - Lights Warm White, Red and Green (clarification only)	20
City Hall - Fountain Area	
24FT Light and decorate live tree - Tree Decorated with Red, White and Silver Ornaments (clarification only)	1
Medium light posts wrapped with lit garland and red bows - Garland Decorated Red, White and Silver Ornaments (clarification only)	2
City Hall - Main Entrance	
9FT stairs inside City Hall leading to Council Chambers garland with lights - Garland for Second Side of the stairs	2
36" Red bows With Gold Trim on Trees in Front of City Hall	21
Warm White Mini Lights in City Hall Entrance Planter Boxes	22
Decorate and Light 14FT Live Tree - Warm White LED Lights and St Nick's Ornaments	1
City Hall - Bridge Area	
10FT Red/White Archway over the bridge - 6 Total Arches	1
14FT Lighted Happy Holidays Sign - Red	1
New Tree Wraps - Carson and Avalon	
New Small Trees Wrapped with Warm White LED Lights, West Side of City Hall - 4 Strands per Tree	12
New Small Trees Wrapped with Warm White LED Lights, South Side of City Hall - 4 Strands per Tree	24

D. The following table is hereby added to Section I of Exhibit "C," "Schedule of Compensation" to provide the pricing for the additional décor and lighting for the 2023/24 Holiday Program:

Pricing for Additional/Replacement Lighting & Décor for 2023/24 Winter Program

Description	Quantity	Unit Price	Total Price
Community Center - East Entrance			
12FT Warm White LED Walkthrough Arch (Swap for 12FT Walkthrough Ornaments)	1	$ -	$-
Community Center - North East Entrance			
14FT Lighted Happy Holidays Sign - Red	1	$ 750.00	$750.00
36" lighted tear drop sprays	2	$ 225.00	$450.00
8FT Red Lighted Sleigh	1	$1,850.00	$1,850.00
8FT Lighted Red Bow	1	$3,250.00	$3,250.00

Carson Event Center - North Lobby			
Increase 6.5FT tree size to 8-9FT	1	$ 295.00	$295.00
Decorate and Light 8FT Tree with Warm White Lights and St Nick's Ornaments	1	$ 975.00	$975.00
Community Center - Atrium			
12FT Lighted Gift Box (Swap for Walkthrough Ornament)	1	$ -	$-
10FT Lighted Tinsel Santa Motif with Bench	1	$9,750.00	$9,750.00
Decorate and Light 20FT Live Tree - Warm White LED Lights and St Nick's Ornaments	1	$7,250.00	$7,250.00
Community Center - Patio A Courtyard			
Small bushes with LED mini lights (net lighting, approx. 20 nets) - Lights Warm White, Red and Green (clarification only)	20	$-	$-
City Hall - Fountain Area			
24FT Light and decorate live tree - Tree Decorated with Red, White and Silver Ornaments (clarification only)	1	$-	$-
Medium light posts wrapped with lit garland and red bows - Garland Decorated Red, White and Silver Ornaments (clarification only)	2	$-	$-
City Hall - Main Entrance			
9FT stairs inside City Hall leading to Council Chambers garland with lights - Garland for Second Side of the stairs	2	$ 325.00	$ 650.00
36" Red bows With Gold Trim on Trees in Front of City Hall	21	$ 95.00	$ 1,995.00
Warm White Mini Lights in City Hall Entrance Planter Boxes	22	$ 150.00	$ 3,300.00
Decorate and Light 14FT Live Tree - Warm White LED Lights and St Nick's Ornaments	1	$4,750.00	$ 4,750.00
City Hall - Bridge Area			
10FT Red/White Archway over the bridge - 6 Total Arches	1	$6,750.00	$ 6,750.00
14FT Lighted Happy Holidays Sign - Red	1	$ 750.00	$ 750.00
New Tree Wraps - Carson and Avalon			
New Small Trees Wrapped with Warm White LED Lights, West Side of City Hall - 4 Strands per Tree	12	$ 160.00	$ 1,920.00
New Small Trees Wrapped with Warm White LED Lights, South Side of City Hall - 4 Strands per Tree	24	$ 160.00	$ 3,840.00

E. Section IV of Exhibit "C," "Schedule of Compensation," is hereby amended as follows:

> "IV. The total compensation for the Services shall not exceed ***$522,207*** ~~$473,682.00~~ as provided in Section 2.1 of this Agreement."

2. **Continuing Effect of Agreement.** Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment to the Agreement.

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

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

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

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

5. **Authority.** The persons executing this Amendment on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment on behalf of said party, (iii) by so executing this Amendment, such party is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment does not violate any provision of any other agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF CARSON, a municipal corporation

Lula Davis-Holmes, Mayor

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[brj]

CONSULTANT:

T&G GLOBAL, LLC DBA ST. NICK'S CHRISTMAS LIGHTING AND DÉCOR

By:
Name: Daniel Christensen
Title: Director of Sales

By:
Name: Nicholas Adams
Title: Founder
Address: 6861 Walker St.
La Palma, CA 90623

If Consultant is a limited liability company, any one of the following options will satisfy City's signature requirements pursuant to the Corporations Code. Option A: One signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. Option B: Signatures required from two managers unless the LLC is managed by one manager per its articles of organization, in which case only one signature from that manager is required. Option C: One signature required from any member unless the LLC is manager-managed per its articles of organization. Option D: One signature required from any manager if the LLC is manager-managed per its articles of organization. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF ORGANIZATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

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

CITY:

CITY OF CARSON, a municipal corporation

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
[brj]

CONSULTANT:

T&G GLOBAL, LLC DBA ST. NICK'S CHRISTMAS LIGHTING AND DÉCOR

By: _____
Name: Daniel Christenson
Title: Director of Sales

By: _____
Name: Nicholas Adams
Title: Founder
Address: 6861 Walker St.
La Palma, CA 90623

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On Nov. 27, 2023 before me, Jaase Elleese Smith Notary Public, personally appeared Nicholas Adams, 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. 27, 2023 before me, Jaase Elleese Smith Notary Public, personally appeared Daniel Christenson, 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.

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_____
TITLE(S)

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- ☐ 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

T & G Global, LLC

6861 Walker Street
La Palma, CA 90623

LLC Resolution

The following resolution is hereby adopted by all members of T & G Global, LLC:

Resolved, that Allen Wade Francis as managing member, Nicholas Adams as managing member, and/or Daniel Christenson as Director of Sales are hereby authorized to enter into contracts on behalf of T & G Global, LLC; and to sign all associated documents. Only one signature is required to bind T & G Global, LLC unless more signatures are required by the client. This resolution is valid for two years from the date stated below.

This resolution is adopted May 1, 2023 and acknowledged by all members.

Wade Francis

Allen Wade Francis

5/1/23

Date

Nicholas Charles Adams

5/25/23

Date

AMENDMENT NO. 2

TO AGREEMENT FOR CONTRACT SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES ("Amendment No. 2") by and between the CITY OF CARSON, a California municipal corporation ("City") and T&G GLOBAL, LLC dba St. Nick's Christmas Lighting & Décor, a California limited liability company ("Consultant"), is effective as of the 9th day of September, 2024.

RECITALS

A. Pursuant to a Request for Proposals ("RFP") issued by the City, City and Consultant entered into that certain Agreement for Contract Services dated October 24, 2023 ("Agreement"), whereby Consultant agreed to provide the City with winter holiday decoration services for the 2023-24, 2024-25, and 2025-26 holiday seasons in exchange for compensation in the amount of $157,894.00 per year, or a not-to-exceed Contract Sum of $473,682.00

B. Effective November 27, 2023, City and Consultant entered into Amendment No. 1 to the Agreement to add further decoration services for the 2023 winter holiday season, and in certain cases to replace (for the 2023 winter holiday season) or provide clarifications to decoration services already included in the Agreement. The total cost of the additional decoration services was $48,525.00, and Amendment No. 1 increased the not-to-exceed Contract Sum by said amount, for an amended Contract Sum of $522,207.00

C. City and Consultant, by this Amendment No. 2, desire to amend the Agreement to add further decoration services for the 2024 winter holiday season, and in certain cases to replace (for the 2024 winter holiday season) or provide clarifications to decoration services already included in the Agreement. The total cost of the additional decoration services is $49,056.00, and the parties desire, by this Amendment No. 2, to increase the not-to-exceed Contract Sum by said amount, for an amended Contract Sum of $571,263.00

D. The additional decorations are within the scope of the RFP, which provided the contract awarded pursuant thereto would allow the City to rent holiday decorations and street banner products and services on an "as needed" basis, and which requested proposers to submit their total line of available products and services, to include a separate holiday decoration enhancements addendum ("enhancements" was defined for this purpose in the RFP as items that may be added to the RFP at the City Council's sole discretion based on the available options) with pricing for consideration in addition to the basic package. Consultant submitted its enhancements addendum for the 2023 winter holiday season as part of its proposal in response to the RFP, and has now submitted its enhancements addendum for the 2024 winter holiday season which is similar to its approved enhancements addendum for the 2023 winter holiday season. Inclusion of the additional decorations in the Agreement when it was originally approved would not have been feasible and would not have impacted the selection of Consultant for the award, as the RFP was issued pursuant to CMC 2611(b) and was not required to be awarded to the "lowest responsive and responsible bidder." Per the RFP, the proposers were ranked based on the evaluation criteria set forth in the RFP, which did not include cost, and St. Nick's received the highest score. Staff

and the City Council also found that St. Nick's rates were and continue to be fair, reasonable and competitive with the other proposers.

TERMS

1. **Contract Changes**. The Agreement is amended as provided herein (additions shown in ***bold italics***, deletions in ~~strikethrough~~).

A. Section 1.2, "Consultant's Proposal," is hereby amended as follows:

"1.2 Consultant's Proposal.

The Scope of Service shall include the Consultant's proposal submitted in response to City's Request for Proposals No. 23-022, which proposal shall be incorporated herein by this reference as though fully set forth herein ("Proposal"). For the 2023/24 Holiday Program, the Proposal shall also be deemed to include the document entitled "Holiday Decorations with Scope Additions" which Consultant submitted to the Contract Officer's staff on November 8, 2023. ***For the 2024/25 Holiday Program, the Proposal shall also be deemed to include the document entitled "Holiday Decorations with Scope Additions" which Consultant submitted to the Contract Officer's staff on May 7, 2024.*** In the event of any inconsistency between the terms of the Proposal and this Agreement, the terms of this Agreement shall govern."

B. Section 2.1, "Contract Sum," is hereby amended as follows:

"2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed ***Five Hundred Seventy-One Thousand Two Hundred Sixty-Three Dollars ($571,263.00)*** ~~Five Hundred Twenty-Two Thousand Two Hundred Seven Dollars ($522,207)~~ (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8."

C. A new subsection F is hereby added to Section I of Exhibit "A," "Scope of Services," to read as follows:

"E. The following additional/replacement Décor and Lighting shall be provided for the 2024/25 Holiday Program:

Description	Quantity
Community Center - North East Entrance	
14FT Lighted Happy Holidays Sign - Red	1
36" lighted tear drop sprays	2
8FT Lighted Red Bow	1
Carson Event Center - Northeast Lobby	
Increase 6.5FT tree size to 8-9FT	1
Decorate and Light 8-9FT Tree with Warm White Lights and St Nick's Ornaments	1
Community Center - Atrium	
12FT Ornament Bench – Red Tinsel with Warm White LED Lights	1
6FT Fiberglass Santa Seated in Sleigh	1
Decorate and Light 20FT Live Tree - Warm White LED Lights and St Nick's Ornaments	1
Community Center - Patio A Courtyard	
Small bushes with LED mini lights (net lighting, approx. 20 nets) - Lights Warm White, Red and Green (clarification only)	20
City Hall - Fountain Area	
24FT Light and decorate live tree - Tree Decorated with Red, White and Silver Ornaments (clarification only)	1
Medium light posts wrapped with lit garland and red bows - Garland Decorated Red, White and Silver Ornaments (clarification only)	2
City Hall - Main Entrance	
9FT stairs inside City Hall leading to Council Chambers garland with lights - Garland for Second Side of the stairs	2
36" Red bows With Gold Trim on Trees in Front of City Hall	21
Warm White Mini Lights in City Hall Entrance Planter Boxes	22
Decorate and Light 14FT Live Tree - Warm White LED Lights and St Nick's Ornaments	1
City Hall - Bridge Area	
10FT Red/White Archway over the bridge - 6 Total Arches	1
14FT Lighted Happy Holidays Sign - Red	1
New Tree Wraps - Carson and Avalon	
New Small Trees Wrapped with Warm White LED Lights, West Side of City Hall - 4 Strands per Tree	12
New Small Trees Wrapped with Warm White LED Lights, South Side of City Hall - 4 Strands per Tree	24

D. The following table is hereby added to Section I of Exhibit "C," "Schedule of Compensation," to provide the pricing for the additional décor and lighting for the 2024/25 Holiday Program:

Pricing for Additional/Replacement Lighting & Décor for 2024/25 Winter Program

Description	Quantity	Unit Price	Total Price
Community Center - North East Entrance			
14FT Lighted Happy Holidays Sign - Red	1	$ 750.00	$750.00
36" lighted tear drop sprays	2	$ 225.00	$450.00
8FT Lighted Red Bow	1	$3,250.00	$3,250.00
Carson Event Center - Northeast Lobby			
Increase 6.5FT tree size to 8-9FT	1	$ 295.00	$295.00
Decorate and Light 8-9FT Tree with Warm White Lights and St Nick's Ornaments	1	$ 975.00	$975.00
Community Center - Atrium			
12FT Ornament Bench – Red Tinsel with Warm White LED Lights	1	$9,256.00	$9,256.00
6FT Fiberglass Santa Seated in Sleigh	1	$2,875.00	$2,875.00
Decorate and Light 20FT Live Tree - Warm White LED Lights and St Nick's Ornaments	1	$7,250.00	$7,250.00
Community Center - Patio A Courtyard			
Small bushes with LED mini lights (net lighting, approx. 20 nets) - Lights Warm White, Red and Green (clarification only)	20	$-	$-
City Hall - Fountain Area			
24FT Light and decorate live tree - Tree Decorated with Red, White and Silver Ornaments (clarification only)	1	$-	$-
Medium light posts wrapped with lit garland and red bows - Garland Decorated Red, White and Silver Ornaments (clarification only)	2	$-	$-
City Hall - Main Entrance			
9FT stairs inside City Hall leading to Council Chambers garland with lights - Garland for Second Side of the stairs	2	$ 325.00	$650.00
36" Red bows With Gold Trim on Trees in Front of City Hall	21	$ 95.00	$1,995.00
Warm White Mini Lights in City Hall Entrance Planter Boxes	22	$ 150.00	$3,300.00
Decorate and Light 14FT Live Tree - Warm White LED Lights and St Nick's Ornaments	1	$4,750.00	$4,750.00
City Hall - Bridge Area			
10FT Red/White Archway over the bridge - 6 Total Arches	1	$6,750.00	$6,750.00
14FT Lighted Happy Holidays Sign - Red	1	$ 750.00	$750.00

New Tree Wraps - Carson and Avalon			
New Small Trees Wrapped with Warm White LED Lights, West Side of City Hall - 4 Strands per Tree	12	$ 160.00	$1,920.00
New Small Trees Wrapped with Warm White LED Lights, South Side of City Hall - 4 Strands per Tree	24	$ 160.00	$3,840.00

E. Section IV of Exhibit "C," "Schedule of Compensation," is hereby amended as follows:

"IV. The total compensation for the Services shall not exceed ***$571,263.00*** ~~$473,682.00~~ as provided in Section 2.1 of this Agreement."

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

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF CARSON, a municipal corporation

_____

Lula Davis-Holmes, Mayor

ATTEST:

_____

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____

Sunny K. Soltani, City Attorney

CONSULTANT:

T&G GLOBAL, LLC DBA ST. NICK'S CHRISTMAS LIGHTING AND DÉCOR

By: WADE FRANCIS
Name:
Title: MANAGING MEMBER

By: Daniel Christenson
Name: Daniel Christenson
Title: Director of Sales
Address: 6861 Walker St.
La Palma, CA 90623

If Consultant is a limited liability company, any one of the following options will satisfy City's signature requirements pursuant to the Corporations Code. Option A: One signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. Option B: Signatures required from two managers unless the LLC is managed by one manager per its articles of organization, in which case only one signature from that manager is required. Option C: One signature required from any member unless the LLC is manager-managed per its articles of organization. Option D: One signature required from any manager if the LLC is manager-managed per its articles of organization. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF ORGANIZATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2024 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER_____

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

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

See Attached Certificate

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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 19th September 2024 before me, Priyanka Jain, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared ALLEN WADE FRANCIS
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

PRIYANKA JAIN
COMM. #2431908
Notary Public - California
Los Angeles County
My Comm. Expires Dec. 20, 2026
NRO1 NRO1

Signature Pjain
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2024 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER_____

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

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

See Attached Certificate

01007.0001/995388.1

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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 19th September 2024 before me, Priyanka Jain, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared DANIEL CHRISTENSON
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

PRIYANKA JAIN
COMM. #2431908
Notary Public - California
Los Angeles County
My Comm. Expires Dec. 20, 2026
NRO1 NRO1

Signature P Jain
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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T & G Global, LLC

6861 Walker Street
La Palma, CA 90623

LLC Resolution

The following resolution is hereby adopted by all members of T & G Global, LLC:

Resolved, that Allen Wade Francis as managing member, Nicholas Adams as managing member, and/or Daniel Christenson as Director of Sales are hereby authorized to enter into contracts on behalf of T & G Global, LLC; and to sign all associated documents. Only one signature is required to bind T & G Global, LLC unless more signatures are required by the client. This resolution is valid for two years from the date stated below.

This resolution is adopted May 1, 2023 and acknowledged by all members.

Wade Francis

Allen Wade Francis

5/1/23

Date

Nicholas Charles Adams

5/25/23

Date

AMENDMENT NO. 3

TO AGREEMENT FOR CONTRACT SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES ("Amendment No. 3") by and between the CITY OF CARSON, a California municipal corporation ("City") and T&G GLOBAL, LLC dba St. Nick's Christmas Lighting & Décor, a California limited liability company ("Consultant"), is effective as of the 1st day of October, 2025.

RECITALS

A. Pursuant to a Request for Proposals ("RFP") issued by the City, City and Consultant entered into that certain Agreement for Contract Services dated October 24, 2023 ("Agreement"), whereby Consultant agreed to provide the City with winter holiday decoration services for the 2023-24, 2024-25, and 2025-26 holiday seasons in exchange for compensation in the amount of $157,894 per year, or a not-to-exceed Contract Sum of $473,682.

B. Effective November 27, 2023, City and Consultant entered into Amendment No. 1 to the Agreement to add further decoration services for the 2023 winter holiday season, and in certain cases to replace (for the 2023 winter holiday season) or provide clarifications to decoration services already included in the Agreement. The total cost of the additional decoration services was $48,525, and Amendment No. 1 increased the not-to-exceed Contract Sum by said amount, for an amended Contract Sum of $522,207.

C. Effective September 18, 2024, City and Consultant entered into Amendment No. 2 to the Agreement to add further decoration services for the 2024 winter holiday season, and in certain cases to replace (for the 2024 winter holiday season) or provide clarifications to decoration services already included in the Agreement. The total cost of the additional decoration services was $49,056, and Amendment No. 2 increased the not-to-exceed Contract Sum by said amount, for an amended Contract Sum of $571,263.

D. City and Consultant, by this Amendment No. 3, desire to amend the Agreement to add further decoration services for the 2025 winter holiday season, and in certain cases to replace (for the 2025 winter holiday season) or provide clarifications to decoration services already included in the Agreement. The total cost of the additional decoration services is $63,035, and the parties desire, by this Amendment No. 3, to increase the not-to-exceed Contract Sum by said amount, for an amended Contract Sum of $634,298.

E. The additional decorations are within the scope of the RFP, which provided the contract awarded pursuant thereto would allow the City to rent holiday decorations and street banner products and services on an "as needed" basis, and which requested proposers to submit their total line of available products and services, to include a separate holiday decoration enhancements addendum ("enhancements" was defined for this purpose in the RFP as items that may be added to the RFP at the City Council's sole discretion based on the available options) with pricing for consideration in addition to the basic package. Consultant submitted its enhancements addendum for the 2023 and 2024 winter holiday season as part of its proposal in response to the RFP and has now submitted its enhancements addendum for the 2025 winter holiday season, which

is similar to its approved enhancements addendum for the 2023 and 2024 winter holiday season, but with additional enhancements. Inclusion of the additional decorations in the Agreement when it was originally approved would not have been feasible and would not have impacted the selection of Consultant for the award, as the RFP was issued pursuant to CMC 2611(b) and was not required to be awarded to the "lowest responsive and responsible bidder." Per the RFP, the proposers were ranked based on the evaluation criteria set forth in the RFP, which did not include cost, and St. Nick's received the highest score. Staff and the City Council also found that St. Nick's rates were and continue to be fair, reasonable and competitive with the other proposers.

TERMS

1. **Contract Changes**. The Agreement is amended as provided herein (additions shown in ***bold italics***, deletions in ~~strikethrough~~).

A. Section 1.2, "Consultant's Proposal," is hereby amended as follows:

"1.2 Consultant's Proposal.

The Scope of Service shall include the Consultant's proposal submitted in response to City's Request for Proposals No. 23-022, which proposal shall be incorporated herein by this reference as though fully set forth herein ("Proposal"). For the 2023/24 Holiday Program, the Proposal shall also be deemed to include the document entitled "Holiday Decorations with Scope Additions" which Consultant submitted to the Contract Officer's staff on November 8, 2023. For the 2024/25 Holiday Program, the Proposal shall also be deemed to include the document entitled "Holiday Decorations with Scope Additions" which Consultant submitted to the Contract Officer's staff on May 7, 2024. ***For the 2025/26 Holiday Program, the Proposal shall also be deemed to include the document entitled "Holiday Decorations with Scope Additions" which Consultant submitted to the Contract Officer's staff on September 11, 2025.*** In the event of any inconsistency between the terms of the Proposal and this Agreement, the terms of this Agreement shall govern."

B. Section 2.1, "Contract Sum," is hereby amended as follows:

"2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed ~~Five Hundred Seventy-One Thousand Two Hundred Sixty-Three Dollars ($571,263)~~ ***Six Hundred Thirty-Four Thousand Two Hundred Ninety-Eight Dollars ($634,298)*** (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8."

C. A new subsection G is hereby added to Section I of Exhibit "A," "Scope of Services," to read as follows:

"G. The following additional/replacement Décor and Lighting shall be provided for the 2025/26 Holiday Program:

Description	Quantity
Community Center - North East Entrance	
14FT Lighted Happy Holidays Sign - Red	1
8FT Lighted Red Bow	1
Community Center - North Lobby	
Increase 6.5FT tree size to 8-9FT	1
Decorate and Light 8FT Tree with Warm White Lights and St Nick's Ornaments	1
Community Center - Atrium	
8FT Santa Sleigh with 6FT Warm White LED Reindeer	1
6FT Fiberglass Seated Santa in Sleigh	1
Decorate and Light 20FT Live Tree - Warm White LED Lights and St Nick's Ornaments	1
Community Center - Patio A Courtyard	
Small bushes with LED mini lights (net lighting, approx. 20 nets) - Lights Warm White, Red and Green (clarification only)	20
City Hall - Fountain Area	
24FT Light and decorate live tree - Tree Decorated with Red, White and Silver Ornaments (clarification only)	1
Medium light posts wrapped with lit garland and red bows - Garland Decorated Red, White and Silver Ornaments (clarification only)	2
City Hall - Main Entrance	
9FT stairs inside City Hall leading to Council Chambers garland with lights - Garland for Second Side of the stairs	2
36" Red bows With Gold Trim on Trees in Front of City Hall	21
Warm White Mini Lights in Planter Boxes – 5 Strands of Light per planter	22
Decorate and Light 14FT Live Tree - Warm White LED Lights and St Nick's Ornaments	1
City Hall - Bridge Area	
10FT Red/White Archway over the bridge - 6 Total Arches	1
14FT Lighted Happy Holidays Sign - Red	1

Additional Warm White Lights in Medium Pine Trees – Median	2
Additional Warm White Lights in Small Trees	7
Additional Warm White Lights in Medium Pine Trees	9
Additional Warm White Lights in Center Median	1
Carson & Avalon – Right Side of Street	
Small Trees Wrapped with Warm White LED Lights, West Side of City Hall - 4 Strands per Tree	12
Small Trees Wrapped with Warm White LED Lights, South Side of City Hall - 4 Strands per Tree	24
Avalon – Lights Warm White Lights in Bushes from City Hall to Desford	1
Street Banners – Carson & Avalon	
Larger 8FT Lighted Pole Mount Displays	40

D. The following table is hereby added to Section I of Exhibit "C," "Schedule of Compensation," to provide the pricing for the additional décor and lighting for the 2025/26 Holiday Program:

Pricing for Additional/Replacement Lighting & Décor for 2025/26 Winter Program:

Description	Quantity	Unit Price	Total Price
Community Center - North East Entrance			
14FT Lighted Happy Holidays Sign - Red	1	$ 750.00	$750.00
8FT Lighted Red Bow	1	$3,250.00	$3,250.00
Community Center - North Lobby			
Increase 6.5FT tree size to 8-9FT	1	$ 295.00	$295.00
Decorate and Light 8FT Tree with Warm White Lights and St Nick's Ornaments	1	$ 975.00	$975.00
Community Center - Atrium			
8FT Santa Sleigh with 6FT Warm White LED Reindeer	1	$5,750.00	$5,750.00
6FT Fiberglass Seated Santa in Sleigh	1	$2,875.00	$2,875.00
Decorate and Light 20FT Live Tree - Warm White LED Lights and St Nick's Ornaments	1	$7,250.00	$7,250.00
Community Center - Patio A Courtyard			
Small bushes with LED mini lights (net lighting, approx. 20 nets) - Lights Warm White, Red and Green (clarification only)	20	$0	$0

City Hall - Fountain Area			
24FT Light and decorate live tree - Tree Decorated with Red, White and Silver Ornaments (clarification only)	1	$0	$0
Medium light posts wrapped with lit garland and red bows - Garland Decorated Red, White and Silver Ornaments (clarification only)	2	$0	$0
City Hall - Main Entrance			
9FT stairs inside City Hall leading to Council Chambers garland with lights - Garland for Second Side of the stairs	2	$ 325.00	$650.00
36" Red bows With Gold Trim on Trees in Front of City Hall	21	$ 95.00	$1,995.00
Warm White Mini Lights in City Hall Entrance Planter Boxes – 5 Strands of Light per planter	22	$ 150.00	$3,300.00
Decorate and Light 14FT Live Tree - Warm White LED Lights and St Nick's Ornaments	1	$4,750.00	$4,750.00
City Hall - Bridge Area			
10FT Red/White Archway over the bridge - 6 Total Arches	1	$6,750.00	$6,750.00
14FT Lighted Happy Holidays Sign - Red	1	$ 750.00	$750.00
Additional Warm White Lights in Medium Pine Trees – Median	2	$ 250.00	$500.00
Additional Warm White Lights in Small Trees	7	$ 160.00	$1,120.00
Additional Warm White Lights in Medium Pine Trees	9	$ 210.00	$1,890.00
Additional Warm White Lights in Center Median	1	$ 985.00	$985.00
Carson & Avalon – Right Side of Street			
Small Trees Wrapped with Warm White LED Lights, West Side of City Hall - 4 Strands per Tree	12	$ 160.00	$1,920.00
Small Trees Wrapped with Warm White LED Lights, South Side of City Hall - 4 Strands per Tree	24	$ 160.00	$3,840.00
Avalon – Lights Warm White Lights in Bushes from City Hall to Desford	1	$0	$0
Street Banners – Carson & Avalon			
Larger 8FT Lighted Pole Mount Displays (Price for Larger Pole Mount: Pole Mount Contract Price of $986 minus $650 equals $336)	40	$ 336.00	$13,440.00

E. Section IV of Exhibit "C," "Schedule of Compensation," is hereby amended as follows:

> "IV. The total compensation for the Services shall not exceed ***$634,298*** ~~$571,263.00~~ as provided in Section 2.1 of this Agreement."

2. **Continuing Effect of Agreement.** Except as amended by Amendment No. 1, Amendment No. 2 and this Amendment No. 3, all provisions of the Agreement shall remain

unchanged and in full force and effect. From and after the date of this Amendment No. 3, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by Amendment No. 1 and Amendment No. 2 and this Amendment No. 3 to the Agreement.

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

Consultant represents and warrants to City that, as of the date of this Amendment No. 3, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment No. 3, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 3.

5. **Authority.** The persons executing this Amendment No. 3 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 3 on behalf of said party, (iii) by so executing this Amendment No. 3, such party is formally bound to the provisions of this Amendment No. 3, and (iv) the entering into this Amendment No. 3 does not violate any provision of any other agreement to which said party is bound.

6. **Counterparts.** This Amendment No. 3 may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Amendment No. 3.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 3 on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

for Lula Davis-Holmes, Mayor

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[pks, brj]

CONSULTANT:

T&G GLOBAL, LLC DBA ST. NICK'S CHRISTMAS LIGHTING AND DÉCOR

By:
Name: Daniel Christenson
Title: Dir. of Sales

By:
Name: Allen Wade Francis
Title: Managing Member
Address: 6861 Walker St
La Palma, CA 90623

If Consultant is a limited liability company, any one of the following options will satisfy City's signature requirements pursuant to the Corporations Code. Option A: One signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. Option B: Signatures required from two managers unless the LLC is managed by one manager per its articles of organization, in which case only one signature from that manager is required. Option C: One signature required from any member unless the LLC is manager-managed per its articles of organization. Option D: One signature required from any manager if the LLC is manager-managed per its articles of organization. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF ORGANIZATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ACKNOWLEDGMENT CIVIL CODE § 1189

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 October 1, 2025 before me, Andrew Sanchez, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Daniel Jon Christenson
Name(s) of Signer(s)

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

ANDREW SANCHEZ
Notary Public - California
San Diego County
Commission # 2501295
My Comm. Expires Oct 3, 2028

Place Notary Seal and/or Stamp Above

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

WITNESS my hand and official seal.

Signature
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

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CALIFORNIA ACKNOWLEDGMENT CIVIL CODE § 1189

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 October 1, 2025 before me, Andrew Sanchez, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Allen Wade Francis
Name(s) of Signer(s)

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

ANDREW SANCHEZ
Notary Public - California
San Diego County
Commission # 2501295
My Comm. Expires Oct 3, 2028

Place Notary Seal and/or Stamp Above

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

WITNESS my hand and official seal.

Signature
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

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☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____

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T & G Global, LLC

6861 Walker Street
La Palma, CA 90623

LLC Resolution

The following resolution is hereby adopted by all members of T & G Global, LLC:

Resolved, that Allen Wade Francis as managing member, Nicholas Adams as managing member, and/or Daniel Christenson as Director of Sales are hereby authorized to enter into contracts on behalf of T & G Global, LLC; and to sign all associated documents. Only one signature is required to bind T & G Global, LLC unless more signatures are required by the client. This resolution is valid for two years from the date stated below.

This resolution is adopted May 1, 2023 and acknowledged by all members.

Wade Francis

Allen Wade Francis

5/1/23

Date

Nicholas Charles Adams

5/25/23

Date

Invoice

 # INV-4489

Balance Due
$49,364.00

St. Nick's Christmas Lighting & Decor
6861 Walker Street
La Palma California 90623
U.S.A

Invoice Date :	23 Sep 2026
Terms :	Due on Receipt
Due Date :	23 Sep 2026
P.O.# :	Additions to Holiday Scope - 2026

Bill To
City of Carson

IF PAYING BY ACH, THEN PLEASE EMAIL CONFIRMATION TO WFRANCIS@UNICONFINANCIAL.COM

#	Item & Description	Qty	Rate	Amount
1	14FT Lighted Happy Holidays Sign - Red	1	750.00	750.00
2	8FT Lighted Red Bow	1	3,250.00	3,250.00
3	Decorate and Light 20FT Live Tree - Warm White LED Lights and St Nick's Ornaments	1	7,250.00	7,250.00
4	10FT 2D Walkthrough Star with Gift Box Display - design upgrade differential **Upgrade differential over the 8FT Photo Frame with Decorated Tree Display already included in the base contracted scope.	1	1,600.00	1,600.00
5	9FT stairs inside City Hall leading to Council Chambers garland with lights - Garland for Second Side of the stairs	2	325.00	650.00
6	36" Red bows With Gold Trim on Trees in Front of City Hall	21	95.00	1,995.00
7	Warm White Mini Lights in City Hall Entrance Planter Boxes - 5 Strands of Light per planter	22	150.00	3,300.00
8	Decorate and Light 14FT Live Tree - Warm White LED Lights and St Nick's Ornaments	1	4,750.00	4,750.00
9	10FT Red/White Archway over the bridge - 6 Total Arches	1	6,750.00	6,750.00
10	14FT Lighted Happy Holidays Sign - Red	1	750.00	750.00

#	Item & Description	Qty	Rate	Amount
11	Additional Warm White Lights in Small Trees	7	160.00	1,120.00
12	Additional Warm White Lights in Medium Pine Trees - Median	2	250.00	500.00
13	Additional Warm White Lights in Medium Pine Trees	9	210.00	1,890.00
14	Additional Warm White Lights in Center Median	1	985.00	985.00
15	Small Trees Wrapped with Warm White LED Lights, West Side of City Hall - 4 Strands per Tree	12	160.00	1,920.00
16	Small Trees Wrapped with Warm White LED Lights, South Side of City Hall - 4 Strands per Tree	24	160.00	3,840.00
17	Avalon - Warm White Lights in Bushes from city hall to Desford	1	0.00	0.00
18	Larger 8FT Lighted Pole Mount Displays (Per-unit rate reduced 40%: $336.00 - 40% = $201.60)	40	201.60	8,064.00

Sub Total	49,364.00
Tax (8.75%)	0.00
Rental (0%)	0.00
Total	**$49,364.00**
Balance Due	**$49,364.00**

Notes

For any questions, please call the St Nick's office, (562)-438-0017.

Terms & Conditions

NOTE: Invoices are due upon receipt. St. Nick's has three:
ways to pay: 1. ACH – Routing#121137522,
ACCT#1895327672 (name on account: T&G Global LLC);
or, 2. By check, payable to T&G Global at 6861 Walker St.
La Palma, CA 90623 3. Zelle - Nick@st-nicks.com

IF PAYING BY ACH, THEN PLEASE EMAIL CONFIRMATION TO WFRANCIS@UNICONFINANCIAL.COM

* A late fee of 1.5% per month applies to all invoices over 30 days.

*Checks returned for NSF will be charged a $35 fee, plus 1.5% if good funds are sent after 30 days

AMENDMENT NO. 4

TO AGREEMENT FOR CONTRACT SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES ("Amendment No. 4") by and between the CITY OF CARSON, a California municipal corporation ("City") and T&G GLOBAL, LLC dba ST. NICK'S CHRISTMAS LIGHTING & DÉCOR, a California limited liability company ("Consultant"), is effective as of the ____ day of _____, 2026.

RECITALS

A. Pursuant to a Request for Proposals ("RFP") issued by the City, City and Consultant entered into that certain Agreement for Contract Services dated October 24, 2023 ("Agreement"), whereby Consultant agreed to provide the City with winter holiday decoration services for the 2023-24, 2024-25, and 2025-26 holiday seasons in exchange for compensation in the amount of $157,894 per year, or a not-to-exceed Contract Sum of $473,682.

B. Effective November 27, 2023, City and Consultant entered into Amendment No. 1 to the Agreement to add further decoration services for the 2023 winter holiday season, and in certain cases to replace (for the 2023 winter holiday season) or provide clarifications to decoration services already included in the Agreement. The total cost of the additional decoration services was $48,525, and Amendment No. 1 increased the not-to-exceed Contract Sum by said amount, for an amended Contract Sum of $522,207.

C. Effective September 18, 2024, City and Consultant entered into Amendment No. 2 to the Agreement to add further decoration services for the 2024 winter holiday season, and in certain cases to replace (for the 2024 winter holiday season) or provide clarifications to decoration services already included in the Agreement. The total cost of the additional decoration services was $49,056, and Amendment No. 2 increased the not-to-exceed Contract Sum by said amount, for an amended Contract Sum of $571,263.

D. Effective October 1, 2025, City and Consultant entered into Amendment No. 3 to the Agreement to add further decoration services for the 2025 winter holiday season, and in certain cases to replace (for the 2025 winter holiday season) or provide clarifications to decoration services already included in the Agreement. The total cost of the additional decoration services was $63,035, and Amendment No. 3 increased the not-to-exceed Contract Sum by said amount, for an amended Contract Sum of $634,298.

E. City and Consultant, by this Amendment No. 4, desire to amend the Agreement to (i) exercise the first option to extend the Term of the Agreement by one year pursuant to Section 3.4 of the Agreement, and (ii) add further decoration services for the 2026 winter holiday season, and in certain cases to replace (for the 2026 winter holiday season) or provide clarifications to decoration services already included in the Agreement. The total cost of the additional decoration services is $49,364 and the base compensation is $157,894, and the Parties desire, by this Amendment No. 4, to increase the not-to-exceed Contract Sum by said amount, for an amended Contract Sum of $841,556.

F. The additional decorations are within the scope of the RFP, which provided the contract awarded pursuant thereto would allow the City to rent holiday decorations and street banner products and services on an "as needed" basis, and which requested proposers to submit their total line of available products and services, to include a separate holiday decoration enhancements addendum ("enhancements" was defined for this purpose in the RFP as items that may be added to the RFP at the City Council's sole discretion based on the available options) with pricing for consideration in addition to the basic package. Consultant submitted its enhancements addendum for the 2023 and 2024 winter holiday season as part of its proposal in response to the RFP and has now submitted its enhancements addendum for the 2026 winter holiday season, which is similar to its approved enhancements addendum for the 2023, 2024, and 2025 winter holiday seasons, but with additional enhancements. Inclusion of the additional decorations in the Agreement when it was originally approved would not have been feasible and would not have impacted the selection of Consultant for the award, as the RFP was issued pursuant to CMC 2611(b) and was not required to be awarded to the "lowest responsive and responsible bidder." Per the RFP, the proposers were ranked based on the evaluation criteria set forth in the RFP, which did not include cost, and St. Nick's received the highest score. Staff and the City Council also found that St. Nick's rates were and continue to be fair, reasonable and competitive with the other proposers.

TERMS

1. **Incorporation of Recitals.** The Recitals set forth above are incorporated into and are a part of this Amendment No. 4.

2. **Terms and Definitions.** All words, terms and phrases used or referenced in this Amendment No. 4, not expressly defined in this Amendment No. 4, shall have the same meaning ascribed to them in the Agreement.

3. **Contract Changes**. The Agreement is amended as provided herein (additions shown in ***bold italics***, deletions in ~~strikethrough~~).

A. Section 1.2, "Consultant's Proposal," is hereby amended as follows:

"1.2 <u>Consultant's Proposal</u>.

The Scope of Service shall include the Consultant's proposal submitted in response to City's Request for Proposals No. 23-022, which proposal shall be incorporated herein by this reference as though fully set forth herein ("Proposal"). For the 2023/24 Holiday Program, the Proposal shall also be deemed to include the document entitled "Holiday Decorations with Scope Additions" which Consultant submitted to the Contract Officer's staff on November 8, 2023. For the 2024/25 Holiday Program, the Proposal shall also be deemed to include the document entitled "Holiday Decorations with Scope Additions" which Consultant submitted to the Contract Officer's staff on May 7, 2024. For the 2025/26 Holiday Program, the Proposal shall also be deemed to include the document entitled "Holiday Decorations with Scope Additions" which Consultant submitted to the Contract Officer's staff on September 11, 2025. ***For the 2026/27 Holiday Program, the***

Proposal shall also be deemed to include the document entitled "2026 Additional Holiday Decorations Cost Proposal" dated September 23, 2026. In the event of any inconsistency between the terms of the Proposal and this Agreement, the terms of this Agreement shall govern."

B. Section 2.1, "Contract Sum," is hereby amended as follows:

"2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed ~~Six Hundred Thirty-Four Thousand Two Hundred Ninety-Eight Dollars ($634,298)~~ ***Eight Hundred Forty-One Thousand Five Hundred Fifty-Six Dollars ($841,556)*** (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8."

C. Section 3.4, "Term," is hereby amended as follows:

"3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding ***four (4)*** ~~three (3)~~ years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D"). City, at its sole discretion, has the option to extend the term of the Agreement for up to ~~two~~ ***one*** additional one-year period~~s~~ upon written notice to Consultant."

D. A new subsection H is hereby added to Section I of Exhibit "A," "Scope of Services," to read as follows:

"H. The following additional/replacement Décor and Lighting shall be provided for the 2026/27 Holiday Program:

Description	Quantity
Community Center - North East Entrance	
14FT Lighted Happy Holidays Sign - Red	1
8FT Lighted Red Bow	1
Community Center - Atrium	
Decorate and Light 20FT Live Tree - Warm White LED Lights and St Nick's Ornaments	1
10FT 2D Walkthrough Star with Gift Box Display– design upgrade differential *Upgrade differential over the 8FT Photo Frame with Decorated Tree Display already	1

included in the base contract scope	
City Hall - Main Entrance	
9FT stairs inside City Hall leading to Council Chambers garlands with lights – Garland for Second Side of the stairs	2
36" Red bows With Gold Trim on Trees in Front of City Hall	21
Warm White Mini Lights in Planter Boxes – 5 Strands of Lights per planter	22
Decorate and Light 14FT Live Tree - Warm White LED Lights and St Nick's Ornaments	1
City Hall - Bridge Area	
10FT Red/Warm-White Archway over the bridge - 6 Total Arches	1
14FT Lighted Happy Holidays Sign - Red	1

Additional Warm White Lights in Small Trees	7
Additional Warm White Lights in Medium Pine Trees – Median	2
Additional Warm White Lights in Medium Pine Trees	9
Additional Warm White Lights in Center Median	1
Carson & Avalon – Right Side of Street	
Small Trees Wrapped with Warm White LED Lights, West Side of City Hall - 4 Strands per Tree	12
Small Trees Wrapped with Warm White LED Lights, South Side of City Hall - 4 Strands per Tree	24
Avalon – Warm White Lights in Bushes from City Hall to Desford Street	1
Street Banners – Carson & Avalon	
Larger 8FT Lighted Pole Mount Displays	40

E. The following table is hereby added to Section I of Exhibit "C," "Schedule of Compensation," to provide the pricing for the additional décor and lighting for the 202~~5~~**6**/27~~6~~ Holiday Program:

Pricing for Additional/Replacement Lighting & Décor for 2026/27 Winter Program:

Description	Quantity	Unit Price	Total Price
Community Center - North East Entrance			
14FT Lighted Happy Holidays Sign - Red	1	$ 750.00	$750.00
8FT Lighted Red Bow	1	$3,250.00	$3,250.00
Community Center - Atrium			
Decorate and Light 20FT Live Tree - Warm White LED Lights and St. Nick's Ornaments	1	$7,250.00	$7,250.00

10FT 2D Walkthrough Star with Gift Box Display– design upgrade differential *Upgrade differential over the 8FT Photo Frame with Decorated Tree Display already included in the base contract scope	1	$1,600.00	$1,600.00

City Hall - Main Entrance			
9FT stairs inside City Hall leading to Council Chambers garlands with lights – Garland for Second Side of the stairs	2	$ 325.00	$650.00
36" Red bows With Gold Trim on Trees in Front of City Hall	21	$ 95.00	$1,995.00
Warm White Mini Lights in City Hall Entrance Planter Boxes – 5 Strands of Lights per planter	22	$ 150.00	$3,300.00
Decorate and Light 14FT Live Tree - Warm White LED Lights and St. Nick's Ornaments	1	$4,750.00	$4,750.00
City Hall - Bridge Area			
10FT Red/Warm-White Archway over the bridge - 6 Total Arches	1	$6,750.00	$6,750.00
14FT Lighted Happy Holidays Sign - Red	1	$750.00	$750.00
Additional Warm White Lights in Small Trees	7	$160.00	$1,120.00
Additional Warm White Lights in Medium Pine Trees – Median	2	$250.00	$500.00
Additional Warm White Lights in Medium Pine Trees	9	$210.00	$1,890.00
Additional Warm White Lights in Center Median	1	$985.00	$985.00
Carson & Avalon – Right Side of Street			
Small Trees Wrapped with Warm White LED Lights, West Side of City Hall - 4 Strands per Tree	12	$160.00	$1,920.00
Small Trees Wrapped with Warm White LED Lights, South Side of City Hall - 4 Strands per Tree	24	$160.00	$3,840.00
Avalon – Warm White Lights in Bushes from City Hall to Desford Street	1	$0	$0
Street Banners – Carson & Avalon			
Larger 8FT Lighted Pole Mount Displays (Per-Unit Rate Reduced 40% of $336 equals $201.60)	40	$201.60	$8,064.00

F. Section IV of Exhibit "C," "Schedule of Compensation," is hereby amended as follows:

"IV. The total compensation for the Services shall not exceed ***$841,556*** ~~$634,298~~ as provided in Section 2.1 of this Agreement."

4. **Continuing Effect of Agreement.** Except as amended by Amendment No. 1,

Amendment No. 2, Amendment No. 3, and this Amendment No. 4, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 4, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by Amendment No. 1, Amendment No. 2, Amendment No. 3, and this Amendment No. 4 to the Agreement.

5. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein and in Amendment No. 1, Amendment No. 2, and Amendment No. 3. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment No. 4, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment No. 4, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

6. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 4.

7. **Authority.** The persons executing this Amendment No. 4 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 4 on behalf of said party, (iii) by so executing this Amendment No. 4, such party is formally bound to the provisions of this Amendment No. 4, and (iv) the entering into this Amendment No. 4 does not violate any provision of any other agreement to which said party is bound.

8. **Counterparts.** This Amendment No. 4 may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Amendment No. 4.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 4 on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney

CONSULTANT:

T&G GLOBAL, LLC DBA ST. NICK'S CHRISTMAS LIGHTING AND DÉCOR

By:_____
Name:
Title:

By:_____
Name:
Title:
Address: 6861 Walker St.
La Palma, CA 90623

If Consultant is a limited liability company, any one of the following options will satisfy City's signature requirements pursuant to the Corporations Code. Option A: One signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. Option B: Signatures required from two managers unless the LLC is managed by one manager per its articles of organization, in which case only one signature from that manager is required. Option C: One signature required from any member unless the LLC is manager-managed per its articles of organization. Option D: One signature required from any manager if the LLC is manager - managed per its articles of organization. APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF ORGANIZATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CITY OF CARSON

701 East Carson Street

Report to Honorable Mayor and City Council

Tuesday, October 6, 2026, 5:00 PM

CONSENT 29.

To: Honorable Mayor and City Council

From: Michael Whittiker, Community Services Director CS Community Services

Subject: CONSIDER APPROVAL OF AMENDMENT NO. 3 TO THE CONTRACT SERVICES AGREEMENT WITH CHOURA VENUE SERVICES TO EXTEND THE AGREEMENT THROUGH DECEMBER 31, 2028, AND AUTHORIZE ADDITIONAL FUNDING FOR CONTINUED CATERING SERVICES AT THE CARSON EVENT CENTER (CITY COUNCIL)

I. SUMMARY

On December 6, 2022, the City Council approved Contract No. 23-022 (Agreement) with Choura Venue Services (Choura) to provide on-call catering services at the Carson Event Center (Center). The Agreement established an initial three-year term from January 1, 2023, through December 31, 2025 (Exhibit No. 1). On May 2, 2023, the City Council approved Amendment No. 1, which revised the payment process for catering services provided for City-sponsored and City co-sponsored events. Under Amendment No. 1, Choura bills the City separately for these services rather than deducting the costs from the monthly revenue payments Choura makes to the City. Amendment No. 1 established a total contract amount not to exceed $473,000 for the initial three-year term (Exhibit No. 2). On August 5, 2025, the City Council approved Amendment No. 2, exercising the first of two optional one-year extensions and extending the Agreement through December 31, 2026. Amendment No. 2 also provided additional funding to address higher-than-anticipated demand for catering services at City-sponsored and City co-sponsored events. Specifically, the amendment authorized an additional $110,000 for the remainder of 2025 and $220,000 for the 2026 extension period. These increases brought the total contract amount to an amount not to exceed $803,000 through December 31, 2026 (Exhibit No. 3).

The proposed Amendment No. 3 (Exhibit No. 4) would exercise the second optional one-year extension for calendar year 2027 and provide an additional one-year extension through December 31, 2028, unless earlier terminated in accordance with the Agreement. Extending the Agreement through 2028 would provide continuity of catering services during a period when the City anticipates increased event activity associated with its 60th anniversary and the Olympic and Paralympic Games. Amendment No. 3 would also authorize additional funding for the remainder of the Agreement. An additional $40,000 is proposed for the remainder of 2026 because demand for catering services at City-sponsored and City co-sponsored events has been higher than anticipated, resulting in existing contract funding being used more quickly than projected. The amendment would authorize an additional $250,000 for calendar year 2027 and $400,000 for calendar year 2028. The higher amount proposed for 2028 reflects the anticipated increase in catering needs associated with the City's 60th anniversary and the Olympic and Paralympic Games taking place in Carson.

In total, proposed Amendment No. 3 would add $690,000 to the Agreement, increasing the total contract amount from $803,000 to an amount not to exceed $1,493,000 and extending the Agreement through December 31, 2028.

Approval would allow the City to maintain uninterrupted catering services for City-sponsored and City co-sponsored events through the proposed extension period.

II. RECOMMENDATION

TAKE the following actions:

1. DETERMINE that waiving the re-solicitation requirement is in the City's best interest and WAIVE the re-solicitation requirement pursuant to Carson Municipal Code Section 2611(m)(2);and,
2. APPROVE the proposed Amendment No. 3 to Contract No. 23-022 with Choura Venue Services, a California corporation, extending the Agreement through December 31, 2028, and increasing the total contract amount by $690,000, from $803,000 to an amount not to exceed $1,493,000 (Exhibit No. 4); and,
3. AUTHORIZE the Mayor to execute Amendment No. 3, following approval as to form by the City Attorney.

III. ALTERNATIVES

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

IV. BACKGROUND

On December 6, 2022, following a competitive Request for Proposals (RFP) process, the City Council approved Contract No. 23-022 with Choura Venue Services (Choura) to provide on-call catering services at the Carson Event Center. The original agreement was for a three-year term beginning January 1, 2023, and ending December 31, 2025 (Exhibit No. 1). Under the agreement, Choura provides catering services for private events held at the Carson Event Center and pays the City an agreed-upon percentage of the revenue generated from those services. Choura also provides catering services for certain City-sponsored and City co-sponsored events held at the facility.

On May 2, 2023, the City Council approved Amendment No. 1 to establish a separate payment process for catering provided at City-sponsored and City co-sponsored events. Rather than deducting these costs from the revenue Choura pays to the City for private-event catering, Choura bills the City directly for authorized City-sponsored and City co-sponsored events. Funding for these events is provided through the City's annual budget process. Amendment No. 1 authorized expenditures of up to $172,000 per fiscal year, prorated when applicable, and established a total contract amount not to exceed $473,000 for the original three-year term (Exhibit No. 2).

On August 5, 2025, the City Council approved Amendment No. 2, exercising the first of two optional one-year extensions and extending the agreement through December 31, 2026. Amendment No. 2 also increased the available funding for City-sponsored and City co-sponsored events in response to higher-than-anticipated demand for catering services. The amendment authorized an additional $110,000 for the remainder of calendar year 2025 and $220,000 for calendar year 2026, for a total increase of $330,000. This increased the total contract amount from $473,000 to an amount not to exceed $803,000 through December 31, 2026 (Exhibit No. 3).

The City is now approaching the end of the current contract term and must determine how to provide catering services at the Carson Event Center beyond December 31, 2026. The proposed Amendment No. 3 would exercise the second one-year extension authorized under the existing agreement, covering calendar year 2027, and would add one additional year through December 31, 2028. The additional year would allow the City to maintain continuity of catering services during 2028, when increased activity is anticipated in connection with the City's 60th anniversary and the Olympic and Paralympic Games taking place in Carson.

For calendar year 2027, staff recommends authorizing up to $250,000 for catering services associated with City-sponsored and City co-sponsored events. For calendar year 2028, staff recommends authorizing up to $400,000. The higher amount proposed for 2028 reflects the anticipated increase in City events and activities associated with the City's 60th anniversary and the Olympic and Paralympic Games. Based on current usage and anticipated event activity, staff believes these amounts will provide sufficient capacity to meet the City's catering needs during the proposed extension period. Amendment No. 3 would also provide an additional $40,000 for the remainder of calendar year 2026. Demand for catering at City-sponsored and City co-sponsored events during 2026 has exceeded earlier projections, resulting in the existing contract authorization being used more quickly than anticipated. Without additional funding, the currently authorized amount is expected to be exhausted before the agreement expires on December 31, 2026. The proposed $40,000 increase is intended to provide sufficient contract capacity to maintain uninterrupted catering services through the remainder of the year. In total, Amendment No. 3 would authorize an additional $690,000, consisting of $40,000 for the remainder of 2026, $250,000 for 2027, and $400,000 for 2028. Approval would increase the total contract amount from $803,000 to an amount not to exceed $1,493,000 and extend the agreement through December 31, 2028. Approval would therefore allow the City to continue using Choura for authorized catering services at City-sponsored and City co-sponsored events without interruption through 2028.

Because the proposed amendment exceeds $75,000, the City Council must also consider the City's contracting requirements. Carson Municipal Code (CMC) Section 2611(m)(2) generally requires the City to conduct a new competitive solicitation when an amendment to a City Council-approved contract exceeds $75,000. However, the same section allows the City Council to waive that requirement when it determines that doing so is in the City's best interest. In this case, staff recommends that the City Council make the required determination and waive the re-solicitation requirement. Choura was originally selected through a competitive process and has provided catering services at the Carson Event Center since 2023. Continuing with the existing provider would maintain continuity of operations and avoid a transition in catering services as the City approaches a period of increased activity at the Event Center, particularly during 2028. Choura is also familiar with the facility, its operations, and the City's event requirements, reducing the operational disruption and administrative effort associated with transitioning to a new provider during the proposed extension period.

Consequently, staff recommends that the City Council determine that waiving the re-solicitation requirement under CMC Section 2611(m)(2) is in the City's best interest and approve Amendment No. 3 with Choura Venue Services. The amendment would provide additional contract capacity for the remainder of 2026, maintain catering services through 2027, and provide continuity through 2028 as the City prepares for its 60th anniversary and its role as a host city for the Olympic and Paralympic Games.

V. FISCAL IMPACT

Funding for these services is included in the City’s adopted Fiscal Year 2026-27 budget under Account No. 101-90-960-930-6004. Funding required for subsequent years of the proposed contract extension will be incorporated into the City’s future annual budgets, as appropriate and subject to City Council approval.

VI. EXHIBITS

1. Contract No. 23-022
2. Amendment No. 1 to Contract No. 23-022
3. Amendment No. 2 to Contract No. 23-022
4. Proposed Amendment No. 3 to Contract No. 23-022

Attachments

Contract No. 23-022.pdf
Amendment No. 1 to Contract No. 23-022.pdf
Amendment No. 2 to Contract No. 23-022.pdf
(Proposed) Amendment No. 3 to Contract No. 23-022.pdf

AGREEMENT FOR CONTRACT SERVICES BETWEEN THE CITY OF CARSON AND CHOURA VENUE SERVICES

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 1st day of January, 2023 by and between the CITY OF CARSON, a California municipal corporation ("City") and CHOURA VENUE SERVICES, a California corporation ("Consultant" or "Caterer"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, the Consultant shall perform the work or services set forth in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by reference. Consultant warrants that it has the experience and ability to perform all work and services required hereunder and that it shall diligently perform such work and services in a professional and satisfactory manner.

1.2 Compliance With Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency of competent jurisdiction.

1.3 Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by the Agreement.

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

2. COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but not exceeding the maximum contract amount of Zero Dollars and No Cents ($0.00) ("Contract Sum").

2.2 Invoices. Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and subcontractor contracts. Subcontractor charges shall also be

detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

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

2.3 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum but not exceeding a total contract amount of Five Thousand Dollars ($5,000) or in the time to perform of up to ninety (90) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

3. PERFORMANCE SCHEDULE

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

3.2 Schedule of Performance. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding thirty (30) days cumulatively.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's

determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

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

4. COORDINATION OF WORK

4.1 Representative of Consultant. Dan D'Sa, Vice President, is hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work and services specified herein and make all decisions in connection therewith. All personnel of Consultant and any authorized agents shall be under the exclusive direction of the representative of Consultant. Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, and shall keep City informed of any changes.

4.2 Contract Officer. Bobby Grove, Community Services Superintendent, or such person as may be designated by the City Manager is hereby designated as being the representative the City authorized to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith ("Contract Officer").

4.3 Prohibition Against Subcontracting or Assignment. Consultant shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Any such prohibited assignment or transfer shall be void.

4.4 Independent Consultant. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth. Consultant shall perform all services required herein as an independent contractor of City with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City, or that it is a member of a joint enterprise with City.

5. INSURANCE AND INDEMNIFICATION

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

(a) Commercial General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than $1,000,000.00 per occurrence or if a general aggregate limit is

used, either the general aggregate limit shall apply separately to this contract/location, or the general aggregate limit shall be twice the occurrence limit.

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

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than $1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.

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

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

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

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. The insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail

return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsement to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

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

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

6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records. Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services and shall keep such records for a period of three years following completion of the services hereunder. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records.

6.2 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement or as the Contract Officer shall require.

6.3 Confidentiality and Release of Information.

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

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

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

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

6.4 Ownership of Documents. All studies, surveys, data, notes, computer files, reports, records, drawings, specifications, maps, designs, photographs, documents and other materials (the "documents and materials") prepared by Consultant in the performance of this Agreement shall be the property of the City and shall be delivered to the City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by the City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Moreover, with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law. This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default. In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to

Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article.

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

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

7.4 Termination Prior to Expiration of Term. This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder, but not exceeding the compensation provided therefore in the Schedule of Compensation Exhibit "C". In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

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

Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

8. MISCELLANEOUS

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

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

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

8.4 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

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

8.6 Waiver. No delay or omission in the exercise of any right or remedy by non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.7 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which any be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

8.8 Interpretation.

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

8.9 Counterparts.

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

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

Consultant's Authorized Initials _____

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

[Signatures on the following page.]

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

CITY:

CITY OF CARSON, a municipal corporation

Lula Davis-Holmes, Mayor

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[brj]

CONSULTANT:

CHOURA VENUE SERVICES, a California corporation

By: _____
Name: James Choura
Title: CEO

By: _____
Name: Daniel D'Sa
Title: President
Address: 4101 E. Willow St.
Long Beach, CA 90815

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

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

CITY:

CITY OF CARSON, a municipal corporation

_____

Lula Davis-Holmes, Mayor

ATTEST:

_____

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____

Sunny K. Soltani, City Attorney
[brj]

CONSULTANT:

CHOURA VENUE SERVICES, a California corporation

By: James Choura
Name: James choura
Title: CEO

By: Daniel D'Sa
Name: Daniel D'Sa
Title: President
Address: 4101 E. Willow St.
Long Beach, CA 90815

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On 12/29th, 2022 before me, Jean Pierre Rueda notary public, personally appeared Daniel Dsa and James Chouna, 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: Jean Pierre Rueda

JEAN PIERRE RUEDA
Notary Public - California
Los Angeles County
Commission # 2398279
My Comm. Expires Mar 24, 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

EXHIBIT "A"

SCOPE OF SERVICES

I. Consultant will perform the following Services on an on-call basis:

A. General. Caterer shall supply food, beverages and labor needed to cater each event held at the Carson Event Center ("Center") for which the Contract Officer authorizes Caterer's services pursuant to Section II of this Exhibit. Areas of service may include: (i) Main Hall ABC; (ii) Carson Dominguez Room; (iii) West Wing Lounge; (iv) East Wing Activity Room; (v) East Wing Lounge; (vi) Room 206; (vii) Room 209; (viii) Atrium; (ix) Patio/Garden; (x) City Council Chambers (City Hall); and (xi) other areas as designated by the Contract Officer.

When a Patron books a room reservation with the City for an event to be held at the Center and wishes to have catering services at the event, the City will select from among its on-call catering contractor(s) to provide the catering services for the event. Caterer is one such on-call catering contractor; the City reserves the right to retain additional on-call catering contractors at any time. The selection of whether or which on-call catering contractor to use for any event will be made by the Contract Officer in his/her sole discretion, after considering the preferences of the Patron (if applicable). For events for which Caterer's services are authorized pursuant to Section II of this Exhibit, the Patron will pay Caterer directly for the catering services provided at the event, and Caterer will then pay City a portion of the proceeds, calculated at the rates set forth in Exhibit "C". Additionally, the City may approve on-call catering services to be provided by Caterer for City events or activities, in which case the City will compensate the Contractor at the applicable prices and discount rates set forth in Exhibit "C".

Caterer's services for each catered event shall generally include food and beverage preparation and sales, food setup, serving and clean-up at Center facilities as authorized/directed by the Contract Officer. Center facilities of which Caterer will have use for each catered event will generally include one kitchen and one associated storage room, as determined by the Contract Officer. Within two (2) hours from the end of an event, Caterer shall have completed all clean-up obligations, removed all its materials, and exited the premises. Menus and menu items shall be as set forth in the menu materials provided in Consultant's proposal (the "Proposal") submitted in response to City's Request for Proposals No. 22-013 (the "RFP"), provided Caterer may make reasonable substitutions when market conditions dictate or for any reason beyond Caterer's control, upon notice to the Contract Officer. The Proposal is incorporated into this Agreement by reference as though fully set forth herein, provided that in the event of any inconsistency between the terms of the Proposal and this Agreement, the terms of this Agreement shall govern.

B. Food & Beverages

1. Caterer shall supply high quality food and beverages. Caterer shall only serve food and beverages approved by the United States Food and Drug Administration (FDA) for those types of food subject to such FDA approval.

2. All cakes, rolls, pies and other breads and pastries shall be made from scratch and baked by Caterer. All salads, including but not limited to, potato salad, coleslaw and fruit salad, and all salad dressings shall be made from scratch by Caterer. Frozen foods shall not be used in preparing entrée meals.

3. The amount of food served per person shall be a minimum of 8 ounces for breakfast and 18 ounces for lunch and dinner.

4. All foods shall be stored at proper temperatures to prevent spoilage and served at temperatures suitable for consumption. Beverages are to be served fresh and at the temperature required for the particular product. Unless otherwise required or specified by the producer of the product, hot beverages shall be served at 150°F and cold beverages at 45°F. City reserves the right, in its sole discretion, to restrict beverage sales to non-alcoholic beverages at any particular time.

5. Caterer shall offer for-sale-only foods and beverages of such quality as judged acceptable by City. All of the products served at or through the Center shall be fresh and appealing in appearance. All entrees, vegetables and salads are to be prepared and/or cooked in the kitchens within two hours of scheduled service. Substitutes for advertised products, fillers, dilutants, or reductions in size of standard manufactured or processed products shall not be permitted.

6. City shall have the right to inspect and approve in the presence of the Caterer, all products to be sold by Caterer. Any products found not to be in compliance with the requirements of this Agreement will be subject to rejection by City. In the event City should reject any product, it shall be immediately removed from the premises and shall not be returned for sale.

C. Disposition of Excess Food. Caterer shall make provisions to allow leftover prepared food to be removed from the Center if requested by the Patron; otherwise, the extra food should be made available to local shelters where it is practical to do so without spoilage occurring.

D. Inventory and Service Capability. Caterer shall keep and maintain adequate kitchen inventory, including but not limited to, cookware (pots, pans, utensils, etc.) and other materials sufficient to operate the Center's two commercial kitchens and to serve a minimum of 1,500 persons at a sit-down style dinner at any one time, including:

1. Formal serviceware (dishes, flatware, stemware, linens, etc.) shall be of high quality as determined by the Contract Officer. All replacement serviceware shall be provided as necessary and be of equal high quality.

2. Adequate off-site refrigeration space to accommodate the storage, until needed, of perishable food products and other items which may originate from outside the Center's kitchens.

3. One delivery vehicle in good working order with adequate refrigeration equipment for delivery of food products and necessary supplies.

4. Any other equipment necessary to adequately perform the services in the manner required under this Agreement.

It shall be the duty and responsibility of Caterer to maintain its equipment and materials in fine working order and condition throughout the life of this Agreement.

E. Concessions. When authorized by the Contract Officer pursuant to Section II of this Exhibit, Caterer shall also provide concession service at the Center. The concession service may include breakfast, lunch, dinner, and beverage items, and may be for multiple consecutive days, depending on the City's request (which based be based on Patron requests or preferences, if applicable). Caterer may negotiate concession menu prices and fees with Patrons, where applicable, provided such prices and fees are approved by the Contract Officer before implementation.

F. Maintenance Plan. Caterer shall, at its sole cost and expense, implement a maintenance plan applicable to each instance of Caterer's use of the Center facilities hereunder, which shall be subject to the following requirements:

1. Caterer shall clean the areas utilized in performing its services, plus all items including linen, tableware, dishes, cooking equipment and other cooking items utilized by Caterer in performing its services. Caterer's regular maintenance shall include clean-up of the kitchens, food preparation and service areas after all catered functions. All clean-up of banquet rooms must be completed before the facility is closed for the night.

2. Caterer is required to provide appropriate refuse containers for use in function areas. After each function, all garbage, including that which has been placed in permanent City containers, shall be removed and placed in the location and in the containers designated by the Contract Officer. City shall be responsible for removal of garbage from the premises. Caterer shall be responsible for keeping the location where Center' s garbage bins are located in a neat and clean condition at all relevant times.

3. Clean-up shall proceed expeditiously after each function so as to allow Center staff a reasonable opportunity to prepare the function space for reuse. Should it be necessary, in the judgment of the Contract Officer, for Center to be cleaned by City following a function, City may bill Caterer for such service at its normal hourly rate.

4. Caterer shall clean-up any food and beverage spills occurring in the Center in connection with a catered event hereunder and must inform Center staff of the spill immediately.

5. Caterer shall purchase and pay for all soaps and detergents required to operate the Center' s two dishwashers in connection with catered events hereunder.

6. Caterer shall maintain the kitchens in such condition as would receive an "A" rating from the Los Angeles County Health Department in the event of an inspection during Caterer's performance of services hereunder.

7. Should Caterer cause or allow a violation or infraction to occur of the Los Angeles County Health Code, Caterer shall respond to any notice of violation or infraction and correct the condition that is the subject of the violation or infraction within three (3) business days; provided that in the case of a violation or infraction which cannot with diligence be remedied or cured within such three (3) business day period, Caterer shall have additional time as approved by the Contract Officer as reasonably necessary to remedy or cure such violation or infraction.

Such maintenance plan shall exclude regular building maintenance, which shall be performed by the City' s Center staff.

G. Hours/Availability. During all regular operating hours of the Center, Caterer shall be available to respond in real-time to all inquiries or requests of Patrons or potential Patrons directed to Caterer regarding catering services at the Center. Caterer shall not limit requests or responses to an appointment-only basis. When present at the Caterer Office, Caterer shall accept all walk-in Patrons or potential Patrons who require assistance. In all circumstances, Caterer shall provide prompt and professional responses to the Center's Patrons and staff.

H. Staffing. Caterer must at all times be adequately staffed to fulfill its obligations set forth in this Agreement, and to otherwise conduct the Caterer's business in an efficient and professional manner pursuant to this Agreement. Caterer is responsible for all compensation and related costs for its staffing, including salary, benefits, payroll taxes, etc. To the greatest extent feasible, Caterer shall endeavor to employ residents of the City of Carson in the rendering of the services required by this Agreement. All solicitations for employment arising in whole or in part out of the execution of this Agreement, whether full- or part-time, new or replacement hires, shall be listed with the Carson Career Center Information on how to list employment opportunities with these agencies may be obtained at City Hall.

I. Availability; Cleanliness; Conduct. Caterer's kitchen staff shall be made available on an as-needed basis 365 days per year, excluding recognized City holidays, at the following hours (except as otherwise directed by the Contract Officer): (i) Mondays-Thursdays: 7AM-10PM; (ii) Fridays-Saturdays: 7AM-2PM; and (iii) Sundays: 7AM-10PM. Employees of Caterer shall at all times be neatly and cleanly uniformed at no expense to City. Caterer's employees must meet all sanitary standards prescribed for restaurant employees. Caterer' s owners and employees shall not, either by act or language, offend or disturb Patrons of normal sensitivity during the course of providing services at a

Center function. Caterer's employees shall not interfere with a program or special event presented during a Center function. The Contract Officer shall be the sole judge in the determination of such matters. Caterer will provide an adequate number of personnel in the facility to properly service and attend to the Patrons.

J. Refunds. Any and all new contracts or agreements between Caterer and Patrons related to catering of functions at the Center shall provide that any deposits made by Patrons in advance to reserve catering services for a function at the Center shall be refundable in accordance with a Caterer policy that is substantially consistent with City's refund policy for reservations for use of Center facilities as set forth in the City's "Carson Event Center - Rules Regulations, and Conditions of Use," as said City rules may be amended from time to time (the "Rules and Regulations"). Notwithstanding the foregoing, Caterer's policy for refunding catering deposits may be more lenient, but not more stringent, with respect to payment of refunds to Patrons than City's policy for refunding Center facility use deposits. Caterer's failure or refusal to pay a refund in accordance with such policy or this provision shall constitute a default under this Agreement by Caterer, and complaints from Patrons regarding failure or refusal of Caterer to pay a refund in accordance with such policy or this provision shall be deemed to be of a serious nature pursuant to subsection L of this Section I, below. In the event of a change to the Rules and Regulations, the City shall provide notice of same to Caterer, and upon such notice the amended version of the Rules and Regulations shall automatically be deemed incorporated into this Agreement without the need for approval of an amendment hereto.

K. Complaints. Consultant shall respond promptly to all complaints from Patrons and shall report to the City on each complaint and the resolution thereof. If the Contract Officer believes a complaint to be of a serious nature, the Contract Officer will notify Caterer and direct Caterer to resolve the complaint. Caterer shall respond to such notification within four days and shall make best efforts to resolve the complaint within 30 days, unless further time is granted by the Contract Officer. Accumulation of an unreasonable number (as determined by the Contract Officer) of unresolved serious complaints at any one time shall be considered a default of Consultant under this Agreement. Determination of the seriousness of complaints shall be at the reasonable discretion of the Contract Officer. The foregoing applies to all Patron complaints, irrespective of whether City receives the complaint directly from a Patron or whether City receives notice of the complaint from Consultant.

L. City Facilities and Equipment. Caterer shall exercise all reasonable care in its use of City-owned property or equipment hereunder and shall promptly notify City of any equipment which requires repair or non-routine maintenance. Caterer shall be solely responsible for any damage or loss, other than normal wear and tear, arising out of or from Caterer' s use of any City-owned property or equipment used by Caterer during the course and scope of this Agreement. If any City-owned property or equipment is damaged, lost or destroyed, Caterer shall replace the same or pay City the cost of repair or cost of replacement of such property to City within 30 days of discovery of the loss or damages. Notwithstanding the foregoing, Caterer understands and acknowledges that the City has the sole right to control, operate and manage the Center and other City facilities at all times.

M. **Caterer Office**. At times during which Caterer is catering an event at the Center pursuant to this Agreement, City will, upon request of Caterer, provide Caterer with one cubicle designated by the Contract Officer within the Center that may be used by Caterer only in connection with the provision of services under this Agreement, and any personal calls on City telephones shall be reimbursed by Caterer to City. Additionally, a room will be made available at times approved by the Contract Officer for Contractor to meet with clients (collectively with the cubicle, "Caterer Office"). Contractor shall schedule space usage with the Contract Officer in advance, and the decision as to when and what space will be provided shall be in the sole discretion of the City's Contract Officer.

N. Caterer's services, menus, brochures, and overall quality shall be not less than reflected in Caterer's Proposal."

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

A. Each task shall be indicated by a written request produced by the Contract Officer with a description of the work to be performed, and the time desired for completion. All tasks shall be carried out in conformity with all provisions of this Agreement.

B. Consultant must prepare a written description of the requested tasks including all components and subtasks; the costs to perform the task ("Task Budget"), using the itemized fees in Exhibit C, Schedule of Compensation, whenever a requested task is provided for in Exhibit C; explain how the cost was determined; and, a schedule for completion of the task with a task completion date ("Task Completion Date"); which shall all collectively be referred to as the "Task Proposal".

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

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

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

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

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

A. Dan D'Sa, Vice President

B. Ruben Gonzalez, Executive Chef

C. Rachael A. Barcza, Director of Administration

D. Carlos Gutierrez, Director of Operations

EXHIBIT "B"

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)
(new text shown in ***bold italics***, deleted text in ~~strikethrough~~)

I. Section 2.2 (Invoices) of the Agreement is hereby replaced in its entirety with the following:

"For events occurring on the 1st through 15th of any month, Consultant shall provide the Contract Officer with a copy of each catered event invoice within three business days after the 15th of the month, and for events occurring on the 16th through 31st of the month, Caterer shall provide the Contract Officer a copy of each invoice within three business days after the last day of the month. Should the Contract Officer request a copy of the invoice from a specific event, that invoice shall be provided within three business days of the request. Caterer shall also provide City within 15 calendar days after the end of each calendar month or after the request of the Contract Officer, a user fee report showing total sales pursuant to this Agreement for such calendar month, together with payment based on the percentages set in Exhibit "C", regardless of whether Consultant has been paid for such sales. Any refunds, discounts or adjustments given by Consultant from the total sales amount for any event shall be reflected on the event invoice."

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

"3.4 Term.

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

III. Section 6.1 (Records) is hereby replaced with the following:

"6.1 Books and Records.

A. Caterer shall maintain a system of books and records in accordance with generally accepted accounting principles showing all Caterer' s revenues received and promotional expenses incurred in connection with the performance of the services herein. City and its authorized agents may inspect or audit such books and records at any time during regular business hours upon 24 hours' notice. Said records shall be kept for not less than two years after the expiration of the term of this Agreement and any extensions thereof.

B. At a minimum, Caterer must be able to furnish City with an invoice system that accounts for all invoices relative to the Center in numerical sequence. The proposal must also provide for a monthly sales report which includes the following components:

1. A separate report whereby all sales are accounted for by Patron name (or identifying City if applicable).

2. A separate report whereby all sales are accounted for by invoice number.

3. Both reports should reflect the total sales in each of the areas where City receives a commission as referenced in Exhibit "C" of this Agreement. All meal items are also to be listed in detail as to what was served (e.g. filet mignon, not "second entree").

4. The record keeping system must be capable of indicating adjustments or discounts applied to an invoice including the amount and justification for the adjustment or discount. City must also be given a copy of the Patron order form showing all prices applicable to the services being provided to the Patron.

5. City reserves the right to audit and recompute the reports submitted by Caterer. If, after audit, such audit or recomputation indicates an underpayment to City of less than three percent, Caterer shall pay to City the amount of the underpayment within ten days of receipt of written notice from City that such is the case. If, after audit, such audit or recomputation indicates an underpayment of three percent or more, Caterer shall reimburse City for all reasonable costs and expenses incurred in connection with the audit and recomputation within ten (10) days of receipt of written notice from City that such is the case. If, after audit, such audit or recomputation indicates an overpayment, City shall notify the Caterer in writing of the amount of the overpayment, less costs and expenses incurred in connection with the audit and recomputation."

IV. A new Section 7.6 (Performance Bond) is hereby added to the Agreement to read in its entirety as follows:

"7.6 Performance Bond.

A. On or prior to the effective date of this Agreement, Caterer shall secure, and throughout the term of this Agreement shall maintain in full force and effect, a performance or surety bond to guarantee and assure the timely and complete performance of its obligations hereunder in an amount no less than $100,000.00 fully prepaid and renewable for each year of the term. Caterer shall ensure that the bonding company provides the City with notice of non-renewal within ten days of any non-renewal. Such bond shall be in substantially the form of commercial blanket bond form, naming the City as obligee and providing at least 30 days prior notice of any cancellation. Caterer shall procure such bond from underwriters approved by the Contract Officer, licensed in California, rated not less than " A-7" by A.M. Best Company, Inc. The form of the bond and the surety are subject to the approval of City' s Risk Manager and the City Attorney. The condition of the performance bond shall be such that if Caterer shall well and truly perform the covenants, promises, undertakings and obligations contracted by Caterer to be performed under this Agreement, then the obligation of the bond shall be void; otherwise it shall remain in full force and effect. Said bond shall terminate and be canceled upon the completion of all of Caterer' s obligations under this Agreement. City shall execute and deliver to Caterer or Caterer' s surety company promptly upon Caterer' s completion of all of its obligations under this Agreement such certificates or other documents as either of them may reasonably request for the purpose of

terminating and canceling such performance bond by no later than 30 days after the end of the term.

B. City shall have the right to draw against the performance bond in the event of default by Caterer of this Agreement. Within five calendar days of receipt of notice from City, Caterer shall renew or replace such sums of money as needed to bring the performance bond to its original amount of $100,000.00."

V. A new Section 7.7 (Liquidated Damages) is hereby added to the Agreement to read in its entirety as follows:

"7.7 Liquidated Damages.

In the event any user fees, fee charges, or other money payments which Caterer has agreed to pay under this Agreement, or any part thereof, are unpaid after the date specified for such payments, Caterer shall pay to City 21% per annum of the outstanding balance as liquidated damages for each week that such balance remains outstanding. Such liquidated damage amount shall be imposed beginning on the first day of each week in which any payment is late. The amount of liquidated damages imposed per week shall not be prorated, regardless of whether the payment is submitted within the week for which the liquidated damage amount is paid. Additionally, City may impose $500.00 per week in liquidated damages if the monthly reports required under Section 2.2 of this Agreement are submitted late, which liquidated damages shall be imposed beginning on the first day of each week in which the reports are late. Each such $500.00 in liquidated damages shall apply per week and not be prorated, regardless of whether the reports were submitted within the week for which a penalty is paid. The parties agree that the liquidated damages sums set forth in this section are reasonable approximations of the actual damages which the parties presently anticipate would result from Caterer's breach of such obligations, and thus are inserted here not as penalties but for the sole purpose of avoiding the difficulties of proof of the actual damages."

EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. **Consultant shall be compensated for the services in the form of the revenue collected from Patrons for catered events hereunder net of a user fee payable monthly to the City as set forth in Section 2.2, which fee shall be calculated as a percentage of gross sales (excluding sales tax and gratuities) as follows:**

Type	Percentage
Alcoholic beverages	30%
Food and non-alcoholic beverages	22%
Rentals, excluding sales using outside contract services	20%
Off-premises sales of food and beverages where Center Facilities are used by the contractor for storage, handling, and/or preparation	20%
Rentals where Patrons rent equipment, supplies, and/or other non-City furnishings, fixtures, and/or amenities directly from the contractor	10%
City-sponsored events and City-affiliated organizations	0

"Gross sales," as used herein, shall mean all the money or other things of value received by or owed to Consultant for the food and/or beverages provided prior to any adjustments or refunds given by Consultant to Patrons, and include any uncollected or uncollectible accounts.

II. **Caterer's pricing to Patrons shall be as set forth in the cost proposal/menu materials attached to Consultant's Proposal. Menu prices for catered events shall include all costs for catering services except sales tax and voluntary gratuity. To cover service charges , a 22% production fee is included in all menu pricing for catering services. Neither the production fee for any of the base menu item prices may be increased without prior written approval of the Contract Officer. City residents shall receive a 5% discount off all food and non-alcoholic beverage menu item prices. City events (including City-sponsored or co-sponsored events) or activities and City-affiliated organizations shall receive a 20% discount off all catering services/menu pricing. The City will provide and update a list of City-affiliated organizations. No other discounts (including extra, uncharged menu items) shall be provided without prior City Council approval.**

III. **Any costs for catering services incurred by City for City sponsored or co-sponsored events or activities shall be deducted from the monthly user fee due to City under this Agreement. In the event such costs exceed the use fee due to City in any given month, the amount due Consultant shall be held over to the next month and deducted from the user fee for that month, and so on; in no event shall the City be obligated to make a monetary payment to Consultant for the aforementioned costs unless there is a net balance owing to Consultant upon termination or expiration of this Agreement, in which case said amount shall be paid upon applicable City approval.**

IV. **Rental equipment from Consultant is available for rental by City or Patrons on an event-by-event basis for the following prices (per event):**

Chiavari Chairs	$5 per chair
Uplights	$200 for 10 lights
Lounge Furniture	$500 for couch, table & 10 chairs

V. **Caterer shall arrange for and collect all billings and payments from Patrons hereunder and shall remit payment to the City in accordance with Section 2.2 of this Agreement.**

VI. **The total compensation from City for the Services shall not exceed $0.00, 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 applicable Task Proposal, the provisions of this Agreement, and any schedule of performance approved by the Contract Officer hereunder that is consistent with the foregoing.**

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

CHOUVEN-02

SMARSHALL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/23/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0211234
Alandale Insurance Agency
11022 Winners Circle
Suite 100
Los Alamitos, CA 90720

CONTACT NAME: Stacy Marshall
PHONE (A/C, No, Ext): (562) 493-3521 FAX (A/C, No):
E-MAIL ADDRESS: stacy@alandale.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : AIX Specialty Insurance Company	12833
INSURER B : West American Insurance Company	44393
INSURER C : Starnet Insurance Company	40045
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Choura Venue Services
4101 East Willow St
Long Beach, CA 90815

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X	X	L14H27575802	6/30/2022	6/30/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG LIQUOR LIABILIT	$ 1,000,000 $ 500,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X	X	BAW58947865	6/30/2022	6/30/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	BNUWC0157368	6/30/2022	6/30/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Liquor Liability			L14H27575802	6/30/2022	6/30/2023	Liquor Liability	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Carson, its elected and appointed officers, employees, volunteers and agents are are named as additional insured, with Primary and Non-contributory wording and waiver of subrogation applies as their interest may appear when required by contract per endorsements . *30 Days Notice of Cancellation with 10 Days Notice for Non-Payment of Premium;

CERTIFICATE HOLDER

City of Carson
701 E Carson Street
Carson, CA 90745

INSURANCE APPROVED
RG
9/7/2022

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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The ACORD name and logo are registered marks of ACORD

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s): Any person or organization for whom you are performing operations, when you and such person or organization have agreed in writing in a contract or agreement that such person or organization shall be added as an additional insured on your policy, provided the written contract or agreement is executed prior to the occurrence of any loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Any person or organization for whom you are performing operations, when you and such person or organization have agreed in writing in a contract or agreement that such person or organization shall be added as an additional insured on your policy, provided the written contract or agreement is executed prior to the occurrence of any loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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PRODUCTS/COMPLETED OPERATIONS HAZARD REDEFINED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Description of Premises and Operations:
All food and beverage products

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to "bodily injury" or "property damage" arising out of "your products" manufactured, sold, handled or distributed:

1. On, from or in connection with the use of any premises described in the Schedule, or
2. In connection with the conduct of any operation described in the Schedule, when conducted by you or on your behalf,

Paragraph **a.** of the definition of "Products-completed operations hazard" in the DEFINITIONS Section is replaced by the following:

"Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" that arises out of "your products" if the "bodily injury" or "property damage" occurs after you have relinquished possession of those products.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

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

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
All persons or organizations where required by written contract with the Named Insured
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALIFORNIA BUSINESS AUTO COVERAGE ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

If the policy to which this endorsement is attached also contains a Business Auto Coverage Enhancement Endorsement with a specific state named in the title, this endorsement does not apply to vehicles garaged in that specified state.

COVERAGE INDEX

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SECTION II - LIABILITY COVERAGE is amended as follows:

1. **NEWLY FORMED OR ACQUIRED SUBSIDIARIES**

   SECTION II - LIABILITY COVERAGE, Paragraph **A.1. Who Is An Insured** is amended to include the following as an "insured":

   d. Any legally incorporated subsidiary of which you own more than 50 percent interest during the policy period. Coverage is afforded only for 90 days from the date of acquisition or formation. However, "insured" does not include any organization that:

   (1) Is a partnership or joint venture; or

   (2) Is an "insured" under any other automobile policy except a policy written specificall y to apply in excess of this policy; or

   (3) Has exhausted its Limit of Insurance or had its policy terminated under any other automobile policy.

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Coverage under this provision **d.** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

2. EMPLOYEES AS INSUREDS

SECTION II - LIABILITY COVERAGE, Paragraph **A.1. Who Is An Insured** is amended to include the following as an "insured":

e. Any "employee" of yours while using a covered "auto" you do not own, hire or borrow but only for acts within the scope of their employment by you. Insurance provided by this endorsement is excess over any other insurance available to any "employee".

f. Any "employee" of yours while operating an "auto" hired or borrowed under a written contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business and within the scope of their employment. Insurance provided by this endorsement is excess over any other insurance available to the "employee".

3. ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT

SECTION II - LIABILITY COVERAGE, Paragraph **A.1. Who Is An Insured** is amended to include the following as an "insured":

g. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed in a written contract, written agreement, or permit issued to you by governmental or public authority, to add such person, or organization, or governmental or public authority to this policy as an "insured".

However, such person or organization is an "insured":

(1) Only with respect to the operation, maintenance or use of a covered "auto";

(2) Only for "bodily injury" or "property damage" caused by an "accident" which takes place after you executed the written contract or written agreement, or the permit has been issued to you; and

(3) Only for the duration of that contract, agreement or permit.

The "insured" is required to submit a claim to any other insurer to which coverage could apply for defense and indemnity. Unless the "insured" has agreed in writing to primary noncontributory wording per enhancement number 23, this policy is excess over any other collectible insurance.

4. SUPPLEMENTARY PAYMENTS

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

(2) Up to $3,000 for cost of bail bonds (including bonds for related traffic violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

5. AMENDED FELLOW EMPLOYEE EXCLUSION

In those jurisdictions where, by law, fellow "employees" are not entitled to the protection afforded to the employer by the workers compensation exclusivity rule, or similar protection, the following provision is added:

SECTION II - LIABILITY, Exclusion **B.5. Fellow Employee** does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire if you have workers compensation insurance in force for all of your "employees" at the time of "loss".

This coverage is excess over any other collectible insurance.

SECTION III - PHYSICAL DAMAGE COVERAGE is amended as follows:

6. HIRED AUTO PHYSICAL DAMAGE

Paragraph **A.4. Coverage Extensions** of **SECTION III - PHYSICAL DAMAGE COVERAGE**, is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss or Collision coverage are provided under the Business Auto Coverage Form for any "auto" you own, then the Physical Damage coverages provided are extended to "autos":

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a. You hire, rent or borrow; or

b. Your "employee" hires or rents under a written contract or agreement in that "employee's" name, but only if the damage occurs while the vehicle is being used in the conduct of your business,

subject to the following limit and deductible:

a. The most we will pay for "loss" in any one "accident" or "loss" is the smallest of:

(1) $50,000; or

(2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or

(3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality, minus a deductible.

b. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage.

c. Subject to the limit, deductible and excess provisions described in this provision, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

d. Subject to a maximum of $1,000 per "accident", we will also cover the actual loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss.

e. This coverage extension does not apply to:

(1) Any "auto" that is hired, rented or borrowed with a driver; or

(2) Any "auto" that is hired, rented or borrowed from your "employee" or any member of your "employee's" household.

Coverage provided under this extension is excess over any other collectible insurance available at the time of "loss".

7. **TOWING AND LABOR**

SECTION III - PHYSICAL DAMAGE COVERAGE, Paragraph **A.2. Towing** , is amended by the addition of the following:

We will pay towing and labor costs incurred, up to the limits shown below, each time a covered "auto" classified and rated as a private passenger type, "light truck" or "medium truck" is disabled:

a. For private passenger type vehicles, we will pay up to $75 per disablement.

b. For "light trucks", we will pay up to $75 per disablement. "Light trucks" are trucks that have a gross vehicle weight (GVW) of 10,000 pounds or less.

c. For "medium trucks", we will pay up to $150 per disablement. "Medium trucks" are trucks that have a gross vehicle weight (GVW) of 10,001 - 20,000 pounds.

However, the labor must be performed at the place of disablement.

8. **PHYSICAL DAMAGE - ADDITIONAL TRANSPORTATION EXPENSE COVERAGE**

Paragraph **A.4.a. Coverage Extensions, Transportation Expenses** of **SECTION III - PHYSICAL DAMAGE COVERAGE**, is amended to provide a limit of $50 per day and a maximum limit of $1,500.

9. **RENTAL REIMBURSEMENT**

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage , is amended by adding the following:

a. We will pay up to $75 per day for rental reimbursement expenses incurred by you for the rental of an "auto" because of "accident" or "loss", to an "auto" for which we also pay a "loss" under Comprehensive, Specified Causes of Loss or Collision Coverages. We will pay only for those expenses incurred after the first 24 hours following the "accident" or "loss" to the covered "auto."

b. Rental Reimbursement requires the rental of a comparable or lesser vehicle, which in many cases may be substantially less than $75 per day, and will only be allowed for the period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 days.

c. We will also pay up to $500 for reasonable and necessary expenses incurred by you to remove and replace your tools and equipment from the covered "auto". This limit is excess over any other collectible insurance.

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d. This coverage does not apply unless you have a business necessity that other "autos" available for your use and operation cannot fill.

e. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under Paragraph **4. Coverage Extension**.

f. No deductible applies to this coverage.

g. The insurance provided under this extension is excess over any other collectible insurance.

If this policy also provides Rental Reimbursement Coverage you purchased, the coverage provided by this Enhancement Endorsement is in addition to the coverage you purchased.

For the purposes of this endorsement provision, materials and equipment do not include "personal effects" as defined in provision **11.B.**

10. EXTRA EXPENSE - BROADENED COVERAGE

Under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage**, we will pay for the expense of returning a stolen covered "auto" to you. The maximum amount we will pay is $1,000.

11. PERSONAL EFFECTS COVERAGE

A. SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, is amended by adding the following:

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to $600 for "personal effects" stolen with the "auto."

The insurance provided under this provision is excess over any other collectible insurance.

B. SECTION V - DEFINITIONS is amended by adding the following:

For the purposes of this provision, "personal effects" mean tangible property that is worn or carried by an "insured." "Personal effects" does not include tools, equipment, jewelry, money or securities.

12. ACCIDENTAL AIRBAG DEPLOYMENT

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion for "loss" relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

Any insurance we provide shall be excess over any other collectible insurance or reimbursement by manufacturer's warranty. However, we agree to pay any deductible applicable to the other coverage or warranty.

13. PHYSICAL DAMAGE DEDUCTIBLE - VEHICLE TRACKING SYSTEM

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible, is amended by adding the following:

Any Comprehensive Deductible shown in the Declarations will be reduced by 50% for any "loss" caused by theft if the vehicle is equipped with a vehicle tracking device such as a radio tracking device or a global position device and that device was the method of recovery of the vehicle.

14. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, Paragraph **a.** of the exception to exclusions 4.c. and 4.d. is deleted and replaced with the following:

Exclusions **4.c.** and **4.d.** do not apply to:

a. Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is:

(1) Permanently installed in the covered "auto" at the time of the "loss" or removable from a housing unit that is permanently installed in the covered "auto"; and

(2) Designed to be solely operated by use from the power from the "auto's" electrical system; and

(3) Physical damage coverages are provided for the covered "auto".

If the "loss" occurs solely to audio, visual or data electronic equipment or accessories used with this equipment, then our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a $100 deductible.

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15. LOAN / LEASE GAP COVERAGE (Not Applicable In New York)

A. Paragraph **C. Limit Of Insurance** of **SECTION III - PHYSICAL DAMAGE COVERAGE** is amended by adding the following:

The most we will pay for a "total loss" to a covered "auto" owned by or leased to you in any one "accident" is the greater of the:

1. Balance due under the terms of the loan or lease to which the damaged covered "auto" is subject at the time of the "loss" less the amount of:
   - **a.** Overdue payments and financial penalties associated with those payments as of the date of the "loss";
   - **b.** Financial penalties imposed under a lease due to high mileage, excessive use or abnormal wear and tear;
   - **c.** Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease;
   - **d.** Transfer or rollover balances from previous loans or leases;
   - **e.** Final payment due under a "Balloon Loan";
   - **f.** The dollar amount of any unrepaired damage which occurred prior to the "total loss" of a covered "auto";
   - **g.** Security deposits not refunded by a lessor;
   - **h.** All refunds payable or paid to you as a result of the early termination of a lease agreement or as a result of the early termination of any warranty or extended service agreement on a covered "auto";
   - **i.** Any amount representing taxes;
   - **j.** Loan or lease termination fees; or
2. The actual cash value of the damage or stolen property as of the time of the "loss".

   An adjustment for depreciation and physical condition will be made in determining the actual cash value at the time of the "loss". This adjustment is not applicable in Texas.

B. Additional Conditions

This coverage applies only to the original loan for which the covered "auto" that incurred the "loss" serves as collateral, or lease written on the covered "auto" that incurred the "loss".

C. SECTION V - DEFINITIONS is changed by adding the following:

As used in this endorsement provision, the following definitions apply:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

A "balloon loan" is one with periodic payments that are insufficient to repay the balance over the term of the loan, thereby requiring a large final payment.

16. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Paragraph **D. Deductible** of **SECTION III - PHYSICAL DAMAGE COVERAGE** is amended by the addition of the following:

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

17. PARKED AUTO COLLISION COVERAGE (WAIVER OF DEDUCTIBLE)

Paragraph **D. Deductible** of **SECTION III - PHYSICAL DAMAGE COVERAGE** is amended by the addition of the following:

The deductible does not apply to "loss" caused by collision to such covered "auto" of the private passenger type or light weight truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacturer as maximum loaded weight the "auto" is designed to carry while it is:

- **a.** In the charge of an "insured";
- **b.** Legally parked; and
- **c.** Unoccupied.

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The "loss" must be reported to the police authorities within 24 hours of known damage.

The total amount of the damage to the covered "auto" must exceed the deductible shown in the Declarations.

This provision does not apply to any "loss" if the covered "auto" is in the charge of any person or organization engaged in the automobile business.

18. TWO OR MORE DEDUCTIBLES

Under **SECTION III - PHYSICAL DAMAGE COVERAGE**, if two or more company policies or coverage forms apply to the same "accident", the following applies to Paragraph **D. Deductible** :

a. If the applicable Business Auto deductible is the smaller (or smallest) deductible, it will be waived; or

b. If the applicable Business Auto deductible is not the smaller (or smallest) deductible , it will be reduced by the amount of the smaller (or smallest) deductible; or

c. If the "loss" involves two or more Business Auto coverage forms or policies, the smaller (or smallest) deductible will be waived.

For the purpose of this endorsement, company means any company that is part of the Liberty Mutual Group.

SECTION IV - BUSINESS AUTO CONDITIONS is amended as follows:

19. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV- BUSINESS AUTO CONDITIONS , Paragraph **B.2.** is amended by adding the following:

If you unintentionally fail to disclose any hazards, exposures or material facts existing as of the inception date or renewal date of the Business Auto Coverage Form, the coverage afforded by this policy will not be prejudiced.

However, you must report the undisclosed hazard of exposure as soon as practicable after its discovery, and we have the right to collect additional premium for any such hazard or exposure.

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

SECTION IV - BUSINESS AUTO CONDITIONS , Paragraph **A.2.a.** is replaced in its entirety by the following:

a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when it is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) Member, if you are a limited liability company;

(4) An executive officer or the "employee" designated by the Named Insured to give such notice, if you are a corporation.

To the extent possible, notice to us should include:

(a) How, when and where the "accident" or "loss" took place;

(b) The "insured's" name and address; and

(c) The names and addresses of any injured persons and witnesses.

21. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

SECTION IV - BUSINESS AUTO CONDITIONS , Paragraph **A.5. Transfer Of Rights Of Recovery Against Others To Us**, is amended by the addition of the following:

If the person or organization has in a written agreement waived those rights before an "accident" or "loss", our rights are waived also.

22. HIRED AUTO COVERAGE TERRITORY

SECTION IV - BUSINESS AUTO CONDITIONS , Paragraph **B.7. Policy Period, Coverage Territory** , is amended by the addition of the following:

f. For "autos" hired 30 days or less, the coverage territory is anywhere in the world, provided that the "insured's" responsibility to pay for damages is determined in a "suit", on the merits, in the United States, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

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This extension of coverage does not apply to an "auto" hired, leased, rented or borrowed with a driver.

23. PRIMARY AND NON-CONTRIBUTING IF REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT

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

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

SECTION V - DEFINITIONS is amended as follows:

24. BODILY INJURY REDEFINED

Under **SECTION V - DEFINITIONS** , Definition **C.** is replaced by the following:

"Bodily injury" means physical injury, sickness or disease sustained by a person, including mental anguish, mental injury, shock, fright or death resulting from any of these at any time.

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POLICY NUMBER: BNUWC0157368

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY **WC 04 03 06**

(Ed. 04-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT CALIFORNIA (Blanket)

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 0.020000 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

State	Description
CA	Any party with whom the insured agrees to waive subrogation in a written contract.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Date: 6/30/2022 Policy Number: BNUWC0157368 Endorsement No.: 1

Insured Name: Choura Venue Services Insurance Company: StarNet Insurance Company

Countersigned By

AMENDMENT NO. 1

TO AGREEMENT FOR CONTRACT SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES ("Amendment") by and between the CITY OF CARSON, a California municipal corporation ("City") and CHOURA VENUE SERVICES, a California corporation ("Caterer") is effective as of the 1st day of April, 2023.

RECITALS

A. City and Caterer entered into that certain Agreement for Contract Services effective January 1, 2023 ("Agreement"), whereby Caterer agreed to provide on-call catering services for functions held at the City's Juanita Millender-McDonald Community Center, and for Caterer to receive compensation through the sales generated from patrons from such functions net of a user fee payable monthly to the City for non-City functions. The Agreement also authorized City to procure Caterer's services for City sponsored or co-sponsored events or activities at a 20% discount rate, with the costs incurred by City for such services to be deducted from the monthly user fees due to City as detailed in Section III of Exhibit "C" (Schedule of Compensation).

B. Subsequent to effectiveness of the Agreement, City staff determined that this method of compensation for City sponsored or co-sponsored events or activities creates accounting, purchasing and personnel-related complications for the City and does not conform to best practices from a City financial tracking, accounting or recordkeeping perspective. Accordingly, City staff determined that Caterer's service charges for City sponsored or co-sponsored events or activities should be billed directly to the City by Caterer, separate and independent from the monthly user fee payments due from Caterer to City, rather than being included as deductions or offsets from or against the monthly user fee payments. Caterer is agreeable to this modification. Therefore, City and Consultant now desire to amend the Agreement to effectuate the same, including amending the Contract Sum to reflect the independent nature of the payments to be made by City for City sponsored or co-sponsored events or activities (which are anticipated not to exceed $172,000 annually).

C. The parties, by entering into this Amendment, do not intend to change the rates of compensation or the anticipated total/final compensation that will be received by Caterer or City under the Agreement, as the changes effectuated by this Amendment are intended to relate only to separating the process of invoicing and payment of the monthly user fees due to the City from the process of invoicing and payment of the costs incurred by the City for City sponsored or co-sponsored events or activities under the Agreement.

TERMS

1. **Contract Changes**. The Agreement is amended as provided herein (added text shown in ***bold italics***, deleted text shown in ~~strikethrough~~).

A. Section 2.1 is hereby amended to read in its entirety as follows:

"2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but ~~not exceeding~~ the maximum ~~contract~~ amount ***payable by City to Consultant for City sponsored or co-sponsored events or activities (which shall be independent of and shall not reflect deduction or setoff for monthly user fees payable by Consultant to City under this Agreement, as detailed in Section III of Exhibit "C") shall not exceed Four Hundred Seventy Three Thousand Dollars ($473,000)*** ~~Zero Dollars and No Cents ($0.00)~~ ("Contract Sum")."

B. Section III of Exhibit "C" (Schedule of Compensation) is hereby amended to read in its entirety as follows:

"III. Any costs for catering services incurred by City for City sponsored or co-sponsored events or activities shall be ***billed and paid separately*** ~~deducted~~ from the monthly user fee due to City under this Agreement. ***The costs incurred by City for services provided at City sponsored or co-sponsored events or activities will be stated on separate invoices, and will not be included in the monthly user fee reports prepared by Consultant pursuant to Section 2.2 nor deducted from the calculation or payment of monthly user fees due to City in connection with such reports pursuant to Section 2.2, but such costs are nonetheless within the scope of and subject to the provisions of this Agreement.*** ~~In the event such costs exceed the use fee due to City in any given month, the amount due Consultant shall be held over to the next month and deducted from the user fee for that month, and so on; in no event shall the City be obligated to make a monetary payment to Consultant for the aforementioned costs unless there is a net balance owing to Consultant upon termination or expiration of this Agreement, in which case said amount shall be paid upon applicable City approval.~~"

C. Section VI of Exhibit "C" (Schedule of Compensation) is hereby amended to read in its entirety as follows:

"VI. The total compensation from City for the Services shall not exceed ***$473,000*** ~~$0.00~~, as provided in Section 2.1 of this Agreement."

2. **Continuing Effect of Agreement.** Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment to the Agreement.

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

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

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

5. **Authority.** The persons executing this Amendment on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment on behalf of said party, (iii) by so executing this Amendment, such party is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment does not violate any provision of any other agreement to which said party is bound.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date(s) and year(s) set forth below, with express intent that this Amendment shall be effective as of the date first-above written.

CITY:

CITY OF CARSON, a municipal corporation

_____
Lula Davis-Holmes, Mayor

Date: _____ _____, 2023

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
[BRJ]

CATERER:

CHOURA VENUE SERVICES, a California corporation

By: _____
Name: James Choura
Title: CEO

By: _____
Name: Daniel D'sa
Title: President
Address: 4101 E. Willow St.
Long Beach, CA 90815

Date: August 15, 2023

Two corporate officer signatures required for Caterer, with one signature required from each of the following groups: 1) Chairman of the Board, CEO, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CATERER'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 CATERER'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 August 16, 2023 before me, Lisa Denver Notary Public, personally appeared James John Choura, 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: _____

LISA DENVER
Notary Public - California
Los Angeles County
Commission # 2438723
My Comm. Expires Mar 18, 2027

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

AMENDMENT NO. 2

TO AGREEMENT FOR CONTRACT SERVICES

THIS AMENDMENT NO. 2 TO THE AGREEMENT FOR CONTRACT SERVICES ("Amendment No. 2") by and between the CITY OF CARSON, a California municipal corporation ("City") and CHOURA VENUE SERVICES, a California corporation ("Caterer") is effective as of the 2nd day of ~~August~~ September, 2025.

RECITALS

A. City and Caterer entered into that certain Agreement for Contract Services effective January 1, 2023 ("Agreement"), whereby Caterer agreed to provide on-call catering services for functions held at the City's Juanita Millender-McDonald Community Center, and for Caterer to receive compensation through the sales generated from patrons from such functions net of a user fee payable monthly to the City for non-City functions. The Agreement also authorized City to procure Caterer's services for City sponsored or co-sponsored events or activities at a 20% discount rate, with the costs incurred by City for such services to be deducted from the monthly user fees due to City as detailed in Section III of Exhibit "C" (Schedule of Compensation).

B. On April 1, 2023, the City and Caterer entered into Amendment No. 1 to the Agreement to amend the method of compensation so Caterer's service charges for City sponsored or co-sponsored events or activities are billed directly to the City by Caterer, separate and independent from the monthly user fee payments due from Caterer to City, rather than being included as deductions or offsets from or against the monthly user fee payments. City and Caterer agreed to amend the Agreement by Amendment No. 1 to effectuate the same, including amending the Contract Sum to reflect the independent nature of the payments to be made by City for City sponsored or co-sponsored events or activities (which were anticipated not to exceed $172,000 annually). Amendment No. 1 was not intended to, and did not, change the rates of compensation or the anticipated total/final compensation that would be received by Caterer or City under the Agreement, as the changes effectuated by Amendment No. 1 were intended to relate only to separating the process of invoicing and payment of the monthly user fees due to the City from the process of invoicing and payment of the costs incurred by the City for City sponsored or co-sponsored events or activities under the Agreement.

C. Due to higher-than-anticipated demand for Caterer's services for City sponsored or co-sponsored events or activities under the Agreement, the Contract Sum has been expended faster than anticipated, and unless increased, will likely be exhausted prior to the scheduled expiration of the initial-three year term of the Agreement (December 31, 2025). Accordingly, the City and Caterer now desire to amend the Agreement to increase the Contract Sum by $110,000 to authorize additional funding sufficient to cover the anticipated demand for such services through December 31, 2025.

D. Furthermore, the City desires to exercise the first of its two options to extend the Term of the Agreement by one year pursuant to Section 3.4 of the Agreement (at the same rate of compensation as set forth in Exhibit "C" for the initial three-year term, as provided in Section 3.4), thereby extending the Agreement term through December 31, 2026, and the City and Caterer now

desire and intend to amend the Agreement increase the Contract Sum by $220,000 to authorize funding sufficient to cover the anticipated demand for such services for the one-year extension period (January 1 – December 31, 2026).

E. The current Contract Sum is $473,000. The Contract Sum increases described in Recitals C and D above, collectively, equal $330,000, resulting in an amended Contract Sum of $803,000.

TERMS

1. **Contract Changes**. The Agreement is amended as provided herein (added text shown in ***bold italics***, deleted text shown in ~~strikethrough~~).

A. Section 2.1 is hereby amended to read in its entirety as follows:

"2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but the maximum amount payable by City to Consultant for City sponsored or co-sponsored events or activities (which shall be independent of and shall not reflect deduction or setoff for monthly user fees payable by Consultant to City under this Agreement, as detailed in Section III of Exhibit "C") shall not exceed ***Eight Hundred Three Thousand Dollars ($803,000)*** ~~Four Hundred Seventy Three Thousand Dollars ($473,000)~~ ("Contract Sum")."

B. Section 3.4 is hereby amended to read in its entirety as follows:

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

C. Section VI of Exhibit "C" (Schedule of Compensation) is hereby amended to read in its entirety as follows:

"VI. The total compensation from City for the Services shall not exceed ***$803,000*** ~~$473,000~~, as provided in Section 2.1 of this Agreement."

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

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

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF CARSON, a municipal corporation

Lula Davis-Holmes, Mayor

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

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

CATERER:

CHOURA VENUE SERVICES, a California corporation

By: 8/19/25
Name: James Choura
Title: CEO
-See Attached

By:
Name: Daniel D'sa
Title: President
Address: 4101 E. Willow St.
Long Beach, CA 90815

Two corporate officer signatures required for Caterer, with one signature required from each of the following groups: 1) Chairman of the Board, CEO, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CATERER'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 CATERER'S BUSINESS ENTITY.

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

CITY:

CITY OF CARSON, a municipal corporation

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

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

CATERER:

CHOURA VENUE SERVICES, a California corporation

By: _____ 8/19/25
Name: James Choura
Title: CEO
-See Attached

By: _____
Name: Daniel D'sa
Title: President
Address: 4101 E. Willow St.
Long Beach, CA 90815

Two corporate officer signatures required for Caterer, with one signature required from each of the following groups: 1) Chairman of the Board, CEO, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CATERER'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 CATERER'S BUSINESS ENTITY.

ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On August 19, 2025 before me, Zac Q Tobin,

Notary Public, personally appeared James Chaura, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

ZAC Q. TOBIN
Notary Public - California
Los Angeles County
Commission # 2483899
My Comm. Expires Mar 5, 2028

(seal)

CHOUVEN-02

SMARSHALL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/16/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Acrisure West Insurance Services, LLC
1950 W Corporate Way
#1
Anaheim, CA 92801-5373

CONTACT NAME: Stacy Marshall
PHONE (A/C, No, Ext): (626) 610-1779 FAX (A/C, No):
E-MAIL ADDRESS: SMarshall@acrisure.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : AIX Specialty Insurance Company	12833
INSURER B : United Financial Casualty Company	11770
INSURER C : Insurance Company of the West	27847
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Choura Venue Services
4101 East Willow St
Long Beach, CA 90815

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X	X	L14H27575805	6/30/2025	6/30/2026	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ Excluded
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
							LIQUOR LIAB.	$ 1,000,000
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X	X	983267946	7/7/2025	1/7/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	WVE508519700	6/30/2025	6/30/2026	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Hired Non owned Auto			L14H27575805	6/30/2025	6/30/2026	Hired Non owned Auto	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Carson, its elected and appointed officers, employees, volunteers and agents are are named as additional insured, with Primary and Non-contributory wording and waiver of subrogation applies as their interest may appear when required by contract per endorsements . *30 Days Notice of Cancellation with 10 Days Notice for Non-Payment of Premium;

CERTIFICATE HOLDER

City of Carson
701 E Carson Street
Carson, CA 90745

INSURANCE APPROVED
RG
7/31/2025

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
Jennifer Aron

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The ACORD name and logo are registered marks of ACORD

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Any person or organization for whom you are performing operations, when you and such person or organization have agreed in writing in a contract or agreement that such person or organization shall be added as an additional insured on your policy, provided the written contract or agreement is executed prior to the occurrence of any loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

© Insurance Services Office, Inc., 2018

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRODUCTS/COMPLETED OPERATIONS HAZARD REDEFINED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Description of Premises and Operations:
All food and beverage products

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to "bodily injury" or "property damage" arising out of "your products" manufactured, sold, handled or distributed:

1. On, from or in connection with the use of any premises described in the Schedule, or
2. In connection with the conduct of any operation described in the Schedule, when conducted by you or on your behalf,

Paragraph **a.** of the definition of "Products-completed operations hazard" in the DEFINITIONS Section is replaced by the following:

"Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" that arises out of "your products" if the "bodily injury" or "property damage" occurs after you have relinquished possession of those products.

Copyright, Insurance Services Office, Inc., 1994

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

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

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

© Insurance Services Office, Inc., 2012

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
Any person or organization for whom you are performing operations or for whom you have performed work, when you and such person or organization have agreed in writing in a contract or agreement that you will waive any right of recovery against such person or organization, provided such written contract or agreement has been executed prior to the occurrence of any loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

© Insurance Services Office, Inc., 2008

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

State	Person or Organization	Job Description
California	All persons or organizations whom the Named Insured has agreed by written contract to furnish this waiver.	All jobs whom the Named Insured has agreed by written contract to furnish this waiver.

The charge for this endorsement shall be 3% of total manual premium, subject to a minimum premium of $100. This charge will be billed on your next invoice based on current manual premium, and the final charge will be calculated and billed at the final audit.

© 1983 National Council on Compensation Insurance.

Form 2366 (02/11) M_CL

Blanket Additional Insured Endorsement

This endorsement modifies insurance provided by the Commercial Auto Policy, Motor Truck Cargo Legal Liability Coverage Endorsement, and/or Commercial General Liability Coverage Endorsement, as appears on the **declarations page**. All terms and conditions of the policy apply unless modified by this endorsement.

If **you** pay the fee for this Blanket Additional Insured Endorsement, **we** agree with **you** that any person or organization with whom **you** have executed a written agreement prior to any **loss** is added as an additional **insured** with respect to such liability coverage as is afforded by the policy, but this insurance applies to such additional **insured** only as a person or organization liable for **your** operations and then only to the extent of that liability. This endorsement does not apply to acts, omissions, products, work, or operations of the additional **insured**.

Regardless of the provisions of paragraph a. and b. of the "Other Insurance" clause of this policy, if the person or organization with whom **you** have executed a written agreement has other insurance under which it is the first named **insured** and that insurance also applies, then this insurance is primary to and non-contributory with that other insurance when the written contract or agreement between **you** and that person or organization, signed and executed by **you** before the **bodily injury** or **property damage** occurs and in effect during the policy period, requires this insurance to be primary and non-contributory.

In no way does this endorsement waive the "Other Insurance" clause of the policy, nor make this policy primary to third parties hired by the **insured** to perform work for the **insured** or on the **insured's** behalf.

ALL OTHER TERMS, LIMITS, AND PROVISIONS OF THE POLICY REMAIN UNCHANGED.

Form 2367 (06/10)M_CL

Blanket Waiver of Subrogation Endorsement

This endorsement modifies insurance provided by the Commercial Auto Policy, Motor Truck Cargo Legal Liability Coverage Endorsement, and/or Commercial General Liability Coverage Endorsement, as appears on the **declarations page**. All terms and conditions of the policy apply unless modified by this endorsement.

If **you** pay the fee for this Blanket Waiver of Subrogation Endorsement, **we** agree to waive any and all subrogation claims against any person or organization with whom a written waiver agreement has been executed by the named insured, as required by written contract, prior to the occurrence of any **loss**.

ALL OTHER TERMS, LIMITS AND PROVISIONS OF THE POLICY REMAIN UNCHANGED.

AMENDMENT NO. 3

TO AGREEMENT FOR CONTRACT SERVICES

THIS AMENDMENT NO. 3 TO THE AGREEMENT FOR CONTRACT SERVICES ("Amendment No. 3") by and between the CITY OF CARSON, a California municipal corporation ("City") and CHOURA VENUE SERVICES, a California corporation ("Caterer") is effective as of the __ day of _____, 2026.

RECITALS

A. City and Caterer entered into that certain Agreement for Contract Services effective January 1, 2023 ("Agreement"), whereby Caterer agreed to provide on-call catering services for functions held at the City's Juanita Millender-McDonald Community Center, and for Caterer to receive compensation through the sales generated from patrons from such functions net of a user fee payable monthly to the City for non-City functions. The Agreement also authorized City to procure Caterer's services for City sponsored or co-sponsored events or activities at a 20% discount rate, with the costs incurred by City for such services to be deducted from the monthly user fees due to City as detailed in Section III of Exhibit "C" (Schedule of Compensation).

B. On April 1, 2023, the City and Caterer entered into Amendment No. 1 to the Agreement to amend the method of compensation so Caterer's service charges for City sponsored or co-sponsored events or activities are billed directly to the City by Caterer, separate and independent from the monthly user fee payments due from Caterer to City, rather than being included as deductions or offsets from or against the monthly user fee payments. City and Caterer agreed to amend the Agreement by Amendment No. 1 to effectuate the same, including amending the Contract Sum to reflect the independent nature of the payments to be made by City for City sponsored or co-sponsored events or activities (which were anticipated not to exceed $172,000 annually). Amendment No. 1 was not intended to, and did not, change the rates of compensation or the anticipated total/final compensation that would be received by Caterer or City under the Agreement, as the changes effectuated by Amendment No. 1 were intended to relate only to separating the process of invoicing and payment of the monthly user fees due to the City from the process of invoicing and payment of the costs incurred by the City for City sponsored or co-sponsored events or activities under the Agreement.

C. On September 2, 2025, the City and Caterer entered into Amendment No. 2 to the Agreement to exercise the City's first of two options to extend the Term of the Agreement by one-year, through December 31, 2026, and to increase the Contract Sum by $330,000 in order to fund services through December 31, 2026, thereby increasing the total Contract Sum to $803,000 over the 4-year term of the Agreement.

D. Due to higher-than-anticipated demand for Caterer's services for City sponsored or co-sponsored events or activities under the Agreement during 2026 to date, the Contract Sum has been expended faster than anticipated, and unless increased, will likely be exhausted prior to the scheduled expiration of the four-year term of the Agreement (December 31, 2026). Accordingly, the City and Caterer now desire to amend the Agreement to increase the Contract Sum by $40,000

to authorize additional funding sufficient to cover the anticipated demand for such services through December 31, 2026.

E. Furthermore, the City and Caterer now desire to exercise the second of the City's two options to extend the Term of the Agreement by one year pursuant to Section 3.4 of the Agreement and to further extend the Term for an additional one year beyond said option period (at the same rate of compensation as set forth in Exhibit "C" for the existing term), thereby extending the Agreement term through December 31, 2028. City and Caterer also desire to increase the Contract Sum by $250,000 for the extension period from January 1, 2027 to December 31, 2027, and due to anticipated increased demand attributable to the City's 60th anniversary and the presence of the Olympic and Paralympic Games in the City in 2028, by $400,000 for the extension period from January 1, 2028 to December 31, 2028, to provide sufficient funding for anticipated demand for such services over the two-year extension period (January 1, 2027 – December 31, 2028).

F. The current Contract Sum is $803,000. The Contract Sum increases described in Recitals D and E above, collectively, equal $690,000, resulting in an amended Contract Sum of $1,493,000.

G. Section 2611(m)(2) of the City's Municipal Code provides "[a]ny amendment to a contract that exceeds $75,000 requires re-solicitation unless (i) the City Council waives the re-solicitation requirement following determination that such waiver is in the City's best interest or (ii) the amendment concerns a change order in which event bidding will not be required irrespective of the amount."

H. Due to the Consultant's long-standing relationship with the City and their extensive knowledge of the City's operations, which ensures continued efficiency and cost-effectiveness, the City Council has determined that re-solicitation for this amendment is not required and is in the City's best interest, pursuant to Section 2611(m)(2) of the Municipal Code.

TERMS

1. **Incorporation of Recitals.** The Recitals set forth above are incorporated into and are a part of this Amendment No. 3

2. **Terms and Definitions.** All words, terms and phrases used or referenced in this Amendment No. 3, not expressly defined in this Amendment No. 3, shall have the same meaning ascribed to them in the Agreement.

3. **Contract Changes**. The Agreement is amended as provided herein (added text shown in ***bold italics***, deleted text shown in ~~strikethrough~~).

A. Section 2.1 is hereby amended to read in its entirety as follows:

"2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but the maximum amount payable by City to Consultant for City sponsored or co-sponsored events or activities (which shall be independent of and

shall not reflect deduction or setoff for monthly user fees payable by Consultant to City under this Agreement, as detailed in Section III of Exhibit "C") shall not exceed ***One Million Four Hundred Ninety-Three Thousand Dollars ($1,493,000)*** ~~Eight Hundred Three Thousand Dollars ($803,000)~~ ("Contract Sum")."

B. Section 3.4 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 ***six (6)*** ~~four (4)~~ years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit 'D'). ~~The City has the option, at its sole discretion, to extend the term of the Agreement by up to one (1) additional year, in a one (1) year increment, at the same rate of compensation as set forth in Exhibit "C" for the initial four-year term.~~"

C. Section VI of Exhibit "C" (Schedule of Compensation) is hereby amended to read in its entirety as follows:

"VI. The total compensation from City for the Services shall not exceed ***$1,493,000*** ~~$803,000~~, as provided in Section 2.1 of this Agreement."

4. **Continuing Effect of Agreement.** Except as amended by Amendment No. 1**,** Amendment No. 2 and this Amendment No. 3, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 3, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by Amendment No. 1, Amendment No. 2 and this Amendment No. 3 to the Agreement.

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

Caterer represents and warrants to City that, as of the date of this Amendment No. 3, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Caterer that, as of the date of this Amendment No. 3, Caterer is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

6. **Adequate Consideration.** The Parties irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 3.

7. **Authority.** The persons executing this Amendment No. 3 on behalf of the Parties warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 3 on behalf of said Party, (iii) by so executing this Amendment No. 3, such Party is formally bound to the provisions of this Amendment No. 3, and (iv) the entering into this Amendment No. 3 does not violate any provision of any other agreement to which said Party is bound.

8. **Counterparts**. This Amendment No. 3 may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles, or digital. All such counterparts shall together constitute but one and the same Amendment No. 3.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 3 on the date and year first set forth above.

CITY:

CITY OF CARSON, a municipal corporation

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

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

CATERER:

CHOURA VENUE SERVICES, a California corporation

By:_____
Name: James Choura
Title: CEO

By:_____
Name: Daniel D'sa
Title: President

Two corporate officer signatures required for Caterer, with one signature required from each of the following groups: 1) Chairman of the Board, CEO, 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 CATERER'S BUSINESS ENTITY.

CITY OF CARSON

701 East Carson Street

Report to Honorable Mayor and City Council

Tuesday, October 6, 2026, 5:00 PM

CONSENT 30.

To: Honorable Mayor and City Council

From: Dr. Arlington Rodgers, Director of Public Works PW Engineering

Subject: CONSIDER APPROVAL OF A CONTRACT SERVICES AGREEMENT WITH Z&K CONSULTANTS, INC. FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR PROJECT NO. 1636 – MILLS PARK SITE RECONSTRUCTION AND PROJECT NO. 1795 – MILLS PARK RECREATION CENTER BUILDING RENOVATION (CITY COUNCIL)

I. SUMMARY

Project No. 1636 – Mills Park Site Reconstruction and Project No. 1795 – Mills Park Recreation Center Building Renovation are included in the City's Fiscal Year 2026-27 Capital Improvement Program. Together, the projects will significantly improve Mills Park through new and upgraded recreational amenities, including a playground, sports and fitness courts, recreation center expansion and renovation, a new splash pad, and related site and infrastructure improvements. Given the size and complexity of the planned improvements, professional construction management and inspection services are needed to oversee construction, verify that the work is completed in accordance with the approved plans and specifications, and help keep the projects on schedule and within budget.

On June 29, 2026, the City issued Request for Qualifications (RFQ) No. 26-001Q to solicit qualified firms to provide construction management and inspection services for both Mills Park projects. The RFQ was advertised through PlanetBids from June 29 through July 29, 2026. The City received 12 Statements of Qualifications, which were reviewed and ranked by an Engineering staff selection committee using the evaluation criteria established in the RFQ (Exhibit No. 1). Following the competitive evaluation process, Z&K Consultants, Inc. was identified as the highest-ranked and most qualified firm.

Following the selection process, staff negotiated the scope of services and compensation with Z&K Consultants, Inc. Staff therefore recommends that the City Council approve a five-year Contract Services Agreement with Z&K Consultants, Inc. in an amount not to exceed $500,720 to provide construction management and inspection services for Project Nos. 1636 and 1795 (Exhibit No. 2).

II. RECOMMENDATION

TAKE the following actions:

1. APPROVE a five-year Contract Services Agreement with Z&K Consultants, Inc. in an amount not to exceed $500,720 to provide construction management and inspection services for Project No. 1636 – Mills Park Site Reconstruction Project and Project No. 1795 – Mills Park Recreation Center Building Renovation; and,
2. AUTHORIZE the Mayor to execute the Contract Services Agreement, following approval as to form by the City Attorney.

III. ALTERNATIVES

1. DO NOT APPROVE the proposed Contract Services Agreement with Z&K Consultants, Inc.
2. TAKE any other action the City Council deems appropriate and consistent with applicable law.

IV. BACKGROUND

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. The City is preparing to undertake two significant capital improvement projects at Mills Park that will substantially renovate both the park grounds and the existing recreation center.

- Project No. 1636 – Mills Park Site Reconstruction Project is included in the City's Fiscal Year 2026-27 Capital Improvement Program (CIP), which identifies and funds major improvements to City facilities and infrastructure. The project will reconstruct and modernize significant portions of the park. Planned improvements include a new playground with shade structures; a full-size basketball court; a fitness court with a shade structure; reconstructed picnic areas; new concrete walkways; expanded drainage and irrigation systems; new turf; and new site furnishings. The picnic areas will also incorporate permeable paving, which allows stormwater to filter into the ground rather than immediately flowing into the storm drain system, helping the project comply with applicable stormwater and Low Impact Development requirements.
- Project No. 1795 – Mills Park Recreation Center Building Renovation will renovate and expand the existing recreation center and improve the surrounding recreational amenities. The project includes an approximately 1,400-square-foot building expansion to provide additional office space, new exterior public restrooms, a dedicated equipment room for the proposed splash pad, and additional storage. Improvements to the existing building will include exterior façade enhancements, new flooring, kitchen upgrades, restroom improvements, and expanded office space. The project also includes new concrete walkways and replacement of the existing wading pool with a new splash pad featuring integrated bleacher seating.

Together, these projects represent a substantial investment in Mills Park and involve multiple types of construction occurring within the same park, including building renovation and expansion, recreational facilities, landscaping, irrigation, drainage, concrete work, and specialized park improvements. Given the size and complexity of the work, the City requires professional construction management and inspection services to provide day-to-day oversight and help ensure that the projects are constructed properly.

Construction management and inspection services serve as an extension of City staff during construction. Among other responsibilities, the consultant will monitor construction progress; inspect the contractor's work; coordinate among the City, contractors, utility companies, and other agencies; verify compliance with the City's approved plans and specifications; monitor project schedules and budgets; review contractor payment requests; evaluate construction-related questions and proposed changes; coordinate required material testing and special inspections; maintain project records; and assist with project completion and final acceptance. These services are intended to identify and resolve construction issues promptly, protect the City's investment, and help keep the projects on schedule and within their approved budgets.

To obtain these professional services, the City issued Request for Qualifications (RFQ) No. 26-001Q on June 29, 2026. A Request for Qualifications is a competitive selection process in which consulting firms are evaluated primarily on their experience, qualifications, personnel, and ability to perform the required work. The RFQ was advertised through PlanetBids, the City's electronic procurement system, from June 29 through July 29, 2026. The City received 12 Statements of Qualifications from consulting firms in response to the RFQ. A selection committee consisting of City Engineering staff reviewed and ranked all 12 submissions using the evaluation criteria established in the RFQ. Based on that competitive evaluation, Z&K Consultants, Inc. (Z&K) was identified as the highest-ranked and most qualified firm. Following the selection process, City staff negotiated the detailed scope of services and compensation with Z&K.

Under the proposed agreement, Z&K will provide comprehensive construction management and inspection services for both Mills Park projects. The firm's responsibilities will include resident engineering and overall construction management; construction inspection; coordination with City staff, contractors, utility companies, and regulatory agencies; review and processing of contractor submittals, requests for information, and proposed change orders; monitoring of construction schedules and project budgets; review of contractor payment requests; documentation and reporting of construction progress; quality assurance and quality control oversight; and assistance with project closeout and final acceptance. These services will supplement existing City staff resources and provide dedicated technical expertise throughout construction. This additional oversight is particularly important because the two projects include numerous improvements being constructed within the same park and require careful coordination to ensure that the work conforms to the City's approved plans, specifications, contractual requirements, and applicable construction standards.

Z&K provides construction management, construction inspection, plan review, program management, construction administration, pre-construction inspection, staff augmentation, and other professional engineering consulting services. The firm has experience providing similar services to local public agencies and is certified as a Disadvantaged Business Enterprise (DBE), Women's Business Enterprise (WBE), and Small Business Enterprise (SBE).

Based on the competitive qualifications-based selection process, Z&K's experience, and the negotiated scope of services, staff recommends that the City Council approve a five-year Contract Services Agreement with Z&K Consultants, Inc. in an amount not to exceed $500,720 to provide professional construction management and inspection services for Project No. 1636, Mills Park Site Reconstruction, and Project No. 1795, Mills Park Recreation Center Building Renovation. Approval of the agreement will provide the City with dedicated professional oversight throughout construction and will help ensure that these significant improvements to Mills Park are properly coordinated, documented, inspected, and completed in accordance with the City's plans, specifications, budget, and quality standards.

V. FISCAL IMPACT

This action is part of the City’s coordinated use of Development Impact Fee (DIF) Fund 289 to support eligible Capital Improvement Program projects, including Project No. 1636 – Mills Park Site Reconstruction and Project No. 1795 – Mills Park Recreation Center Building Renovation. Both projects are included in the City’s Fiscal Year 2026-27 Capital Improvement Program and will provide significant improvements to Mills Park’s recreational amenities, public facilities, and supporting site infrastructure. At its September 15, 2026, meeting, the City Council considered Resolution No. 26-099 (Exhibit No. 3), which appropriates $5,699,000 from the available DIF Fund balance to address identified funding needs for various eligible capital improvement and community development projects, including the Mills Park projects. The proposed agreement with Z&K Consultants, Inc. represents a specific use of this funding to provide the professional construction management and inspection services necessary to support the delivery of both Mills Park projects. If approved, the proposed $500,720 Contract Services Agreement with Z&K Consultants, Inc. will be funded entirely from DIF Fund Account No. 289-99-999-904-8008, using funding appropriated through Resolution No. 26-099. No additional appropriation is required, and approval of the agreement will have no impact on the City’s General Fund.

VI. EXHIBITS

1. Bid Register
2. Proposed Z&K Consultants, Inc. Professional Service Agreement
3. Resolution No. 26-099 (Exhibit No. 3) – *For Reference Only; previously considered at the September 15, 2026 City Council meeting. No signature required.*

Attachments

1. Bid Register
2. Z&K Consultants, Inc. Professional Service Agreement
3. Resolution 26-099

CITY OF CARSON
BID REGISTER

1 of 2

City Clerk's Office RECEIVED 7-29-26 10:30 a.m.

NAME OF PROJECT: *RFQ 26-001Q – CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR CAPITAL IMPROVEMENT PROJECT NO. 1636 MILLS PARK SITE IMPROVEMENTS AND PROJECT NO. 1795 MILLS PARK BUILDING RENOVATIONS AND BUILDING PERIMETER SITE IMPROVEMENTS*

BID OPENING DATE: *07-29-26* **TIME:** *10:30 A.M.*

#	COMPANY	COMPANY CONTACT (If Applicable)	PLANET BID DATE/TIME RECEIVED	HARD COPY DATE/TIME RECEIVED		
1.	Ally Construction Services	Alex Wright	7/29/26 10:27 a.m.	—		
2.	C2PM	Rowena Altaha	7/29/26 7:13 a.m.	—		
3.	Fountainhead Consulting Corporation	Ivan Benavidez	7/29/26 9:03 a.m.	—		
4.	Infrastructure Architects	Raymond Abassi	7/29/26 10:24 a.m.	—		
5.	Interwest Consulting Group	Jessica Koehler	7/29/26 9:08 a.m	—		
6.	Kane Construction Services Inc.	Dinukshi Kane	7/29/26 9:08 a.m.	—		
7.	Maestro Development LLC	Nareg Mouradian	7/28/26 8:17 p.m.	—		
8.	P2S LP	Chris Peterson	7/29/26 10:29 a.m.	—		
9.	Psomas	Lynn Gilbert	7/29/26 10:28 a.m.	—		
10.	S2 Engineering Inc.	Sagar Pandey	7/29/26 9:17 a.m.	—		

Opened By: Joy Simarago (Print Legibly) — Initials

Staff Present: KENNETH YOUNG (Print Legibly) — Initials

Deputy City Clerk: Joy Simarago (Signature)

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

Senior Buyer

over →

CITY OF CARSON
BID REGISTER

2022

11.	Totum Corp.	Danny Kaye	7/29/26 8:54 a.m.	—		
12.	Z & K Consultants Inc.	Crystal Fraire	7/29/26 10:23 a.m.	—		
13.						
14.						
15.						

Opened By:_____ _____
Print Legibly Initials

Staff Present:_____ _____
Print Legibly Initials

City Clerk:_____
Signature

PlanetBids Opened By:_____ _____
Print Legibly Initials

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF CARSON

and

Z & K CONSULTANTS, INC.

AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF CARSON AND
Z & K CONSULTANTS, 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 Z & K CONSULTANTS, 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 **Five Hundred Thousand Seven Hundred Twenty Dollars ($500,720.00)** (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:

Crystal Fraire, PE, OSD/P	Principal-in-Charge
(Name)	(Title)

(Name)	(Title)
(Name)	(Title)

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

4.2 Status of Consultant.

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

4.3 Contract Officer.

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

4.4 Independent Consultant.

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

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

4.5 Prohibition Against Subcontracting or Assignment.

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

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

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

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

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

(c) Automotive Insurance (Coverage Form ISO CA 00 01 including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less

than $1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

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

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

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

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

5.2 General Insurance Requirements.

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

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

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

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

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

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

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

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

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

5.3 Indemnification.

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

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

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

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

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

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

5.4 Sufficiency of Insurer.

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

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

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

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

6.2 Reports.

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

6.3 Ownership of Documents.

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

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

6.4 Confidentiality and Release of Information.

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

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

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

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

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

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

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

7.2 Disputes; Default.

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

7.3 Retention of Funds.

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

7.4 Waiver.

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

7.5 Rights and Remedies are Cumulative.

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

7.6 Legal Action.

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

7.7 Termination Prior to Expiration of Term.

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

7.8 Termination for Default of Consultant.

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

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

7.9 Attorneys' Fees.

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

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

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

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

8.3 Covenant Against Discrimination.

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

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

8.4 Unauthorized Aliens.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

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

9.2 Interpretation.

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

9.3 Counterparts.

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

9.4 Integration; Amendment.

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

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

9.5 Severability.

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

9.6 Warranty & Representation of Non-Collusion.

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

Consultant's Authorized Initials _____

9.7 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF CARSON, a municipal corporation

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

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

CONSULTANT:

Z & K CONSULTANTS, INC., a California corporation

By:_____
Name:
Title:

By:_____
Name:
Title:
Address: 17130 Van Buren Blvd., #11
Riverside, CA 92504

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 and any additional Services outlined in the Proposal, in connection with City's Request for Qualification (RFQ26-011Q), Construction Management and Inspection Services for Capital Improvement Project No. 1636 Mills Park Site Improvements and Project No. 1795 Mills Park Building Renovations and Building Perimeter Site Improvements:

A. General construction management services include, but not limited to:

1. Review plans, specifications, and all documents included in the bid package

2. Coordinating and conducting Pre-Construction meetings.

3. Preparation and distribution of meeting minutes.

4. Quality assurance and quality control.

5. Administration and management of construction contracts.

6. Ensure construction efforts are completed per approved plans, on-schedule, and on-budget.

7. Ensure that local and state inspections have been completed as necessary.

8. Review construction schedule, including activity sequences and duration, schedule of submittals and delivery schedule of long lead materials and equipment. Review contractor's updates and revisions as may be required to reflect actual progress of work.

9. Provide construction schedule and budget updates to City's Contract Officer.

10. Schedule and conduct progress meetings to discuss contract issues, procedures, progress, problems, Construction Change Orders (CCO), submittals, requests for information (RFIs), deficiencies and schedules.

11. Process, review and approve contractor's submittals for City staff. Process and review project design consultant's submittals and provide recommendation to the City.

12. Process, review, and track RFIs, submittals, shop drawings, proposed change orders and revisions, and provide recommendation to the City.

13. Review, evaluate and recommend approval for proposed CCOs. Review estimates for reasonableness and cost effectiveness and render recommendations to City. Administrate contracts, process CCOs (provide merit determination, quantification of cost and schedule impacts, render recommendations), review pay requests for accuracy.

14. Maintain cost accounting records on authorized work performed under contract unit costs and additional work performed based on actual costs of time (labor) and materials (T&M).

15. Review contractor submittals for extra or unforeseen work. Review potential CCO for accuracy and provide recommendation(s) to the City's Construction Management and Inspection Services Project Manager for proper course of action and processing of CCOs.

16. Assist City in coordinating services of other consultants (design, geotechnical, National Pollutant Discharge Elimination System (NPDES), materials testing, inspection, special laboratory, etc.) that may be hired or selected for the project.

17. Coordinate with project designer the contractor's requests for interpretation or clarification of meaning and intent of project plans and specifications.

18. Coordinate construction activities with City's Public Works Maintenance Department.

19. Coordinate and oversee public notifications and public inquiries.

20. Establish and implement job safety procedures in compliance with CAL-OSHA requirements. Monitor contractor's compliance with established safety program, respond to deficiencies and hazards, and investigate and report on accidents.

21. Track quantities of work completed for progress payment(s). Develop and implement procedures for review and processing of progress payment applications. Assist the City with review(s) and certification for payment(s).

22. Establish procedures and monitor contractor compliance with federal and state prevailing wage regulations and requirements.

23. Provide a recovery plan and/or work-around schedule as necessary to mitigate any project impacts.

24. Confirm delivery and storage of all materials, supplies, and equipment.

25. Provide recommendation and assistance to the city and the Design/Engineering Team in resolving any dispute(s) arising from the performance of the contractor and sub-contractors.

26. Ensure that the Prime/General Contractor has an appropriate safety program in place.

27. Recommend the accrual and assessment of Liquidated Damages as necessary.

28. City's Construction Manager shall manage and coordinate with contractor the project Substantial Completion Punchlist.

29. Provide a Construction Project Close-Out Report with all construction-related project documents.

B. Inspection services (as part of Construction Management Services) include, but not limited to:

30. Become familiar with construction documents, traffic control plans, construction schedules, construction sequences, and permit requirements from other agencies.

31. Photograph and log a pre-work video documenting existing conditions prior, during, and after construction.

32. Attend pre-construction meetings and present special concerns, if any.

33. Interpret plans, specifications and regulations and ensure that contractors and sub-contractors are following their contracts, and any Federal, State, or local regulations in effect at time work is performed.

34. Inspect construction activities to ensure projects are constructed in accordance with the approved construction documents (including, but not limited to plans, specifications, as- built drawings, reports, etc.).

35. Document in writing and notify construction contractors about non-compliance; and direct Contractor in writing to correct non-compliance items as soon as they are discovered. Maintain a status log of all non-compliant items discovered and identified during the performance of this project.

36. Prepare and maintain daily Inspection Reports showing site and weather conditions; traffic control measures taken by contractors; labor (record headcount of prime contractor and subcontractors/vendors), equipment and materials used; quantity of work performed; and major incidents/safety violations. Daily Inspection Reports shall be submitted to City upon project completion.

37. Review and maintain record of construction progress on a regular basis; verify schedules are on track with project milestones; identify deviations; and ensure that corrective actions are taken to bring projects back on schedule.

38. Provide accurate measurements of work completed by contractors in accordance with contract documents.

39. Review soil compaction and materials testing certifications of compliance (COC).

40. Coordinate with materials testing firms regarding quality of work completed.

41. Ensure that contractors do not install materials without approved material testing certifications. Any failed tests shall be reported to the City, and Consultant shall direct contractor to take correction measures to achieve compliance.

42. Monitor contractors' utility coordination to minimize utility conflict delays and potential need for utility relocations. Report potential conflicts to utilities and advise them to relocate or remove conflicting utilities and report outcome to City.

43. Coordinate with contractor access to adjacent businesses/residents during construction.

44. Provide inspection of traffic control, channelization, and all other traffic-related work.

45. Observe construction safety, public safety and convenience, and report discovered problems to City.

46. Monitor compliance with the City's NPDES permits and requirements. Monitor compliance with all other local, state, and federal laws and regulations.

47. Monitor compliance with City's Construction Demolition and Recycling Ordinance, including State requirements for organic waste diversion.

48. Maintain data for change orders and record information regarding time of dispute, time of notification by contractor, and action taken by inspector.

49. Coordinate preparation and submittal of "As-Built" plans to City upon project completion.

50. Prepare and issue preliminary and final punch list, including schedule for punch list completion. Monitor and follow through with contractor until completion of all punch list items.

51. Evaluate completion of work and recommend to City when work is ready for final inspection.

52. Conduct final inspection/walk-through with City staff.

53. Secure and transmit required guarantees, certifications, affidavits, leases, easement deeds, operating & maintenance manuals, warranties, and other documents as stipulated in contract documents.

C. Construction material testing (as part of Construction Management Services) include, but not limited to:

54. Review, recommend and implement testing lab studies and reports.

55. Collect concrete samples and test their strength.

56. Provide soil testing services.

57. Check subgrade compaction for concrete and asphalt construction.

58. Perform tests for sieve analysis, sand equivalent and cleanness, as needed.

59. Perform plant inspection at facilities supplying concrete and hot mix asphalt.

60. Provide summary report of testing results.

61. Verify that sampling and testing procedures are being performed properly.

62. Verify certifications of samplers and testers.

63. Perform split sample tests as necessary.

64. Maintain witness test records.

65. Verify that all testing equipment used for acceptance testing is in good condition and properly calibrated.

66. Verify that all plant inspections are being performed correctly by qualified testers.

67. Provide summary report of quality assurance results.

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

1. See Section I of the Scope of Services.

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

1. See Section I of the Scope of Services.

2. Meeting minutes

3. Construction schedule and budget updates

4. Construction Project Close-Out Report

5. Inspection Reports

6. Accurate measurement of work completed

7. Summary report of test results

8. Summary report of quality assurance results

9. Summary report of building & safety inspections (open, closed, failed, etc.)

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

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

1. Zack Faqih, Construction Manager
2. Jesse Guzman, Construction Inspector
3. Adrian Galinari, Office Construction Project Engineer
4. Tom Dawson, Specialty Inspector
5. Converse Consultants, Subcontractor, Materials Testing

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

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

I. 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."

EXHIBIT "C"
SCHEDULE OF COMPENSATION

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

City of Carson, Public Works Construction Management and Inspection Services for RFQ No. 26-001Q Project No. 1636 – Mills Park Site Improvements; Project No. 1795 – Mills Park Building Renovations and Perimeter Site Improvements						
Task/ Classification	Construction Manager	Construction Inspector	Office Construction Project Engineer	Specialty Inspector	Material Testing Services (Converse)	Total Cost
Hourly Rate	$220.00	$196.00	$172.00	$192.00	-	-
Construction Management Services	520	0	520	120	$70,000.00	$ 296,880.00
Construction Inspection Services	0	1,040	0	0	0	$ 203,840.00
TOTAL HOURS	520	1,040	520	120	-	
TOTAL	$114,400.00	$203,840.00	$89,440.00	$23,040.00	$70,000.00	$500,720.00

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

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

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

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

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

4. 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 $500,720.00 as provided in Section 2.1 of this Agreement.

V. The Consultant's billing rates for all personnel are attached as Exhibit C-1.

EXHIBIT C-1
CONSULTANT'S BILLING RATES

I. Consultant's and subcontractors' rates are as follows:

Z&K Consultants, Inc Hourly Rates:

Construction Manager	$220.00
Construction Inspector	$196.00
Office Construction Project Engineer	$172.00
Specialty Inspector	$192.00
Converse Consultants	Attached

CONVERSE CONSULTANTS
Schedule of Fees – Geotechnical Laboratory Testing

Compensation for laboratory testing services will be made in accordance with this fee schedule which includes test report(s) and engineering time. Costs of tests not on this schedule will be by quote and/or in accordance with our current hourly fee schedule. The rates are based on non-contaminated soil. A surcharge will be charged for handling contaminated material, which will be determined based on the project.

IDENTIFICATION AND INDEX PROPERTIES TESTS

Visual Classification, ASTM D2488	20.00
Engineering Classification, ASTM D2487	25.00
Moisture Content and Dry (bulk) Density, ASTM D2216 and D2937	25.00
Moisture Content, ASTM D2216	20.00
Shrinkage Limit, ASTM D4943	85.00
Atterberg Limits, ASTM D4318	
Several points	150.00
One Point	50.00
Particle Size Analysis, ASTM D6913	
Fine Sieve, from +#200 to #4	100.00
Coarse and Fine Sieve, from #200 to 3 in	180.00
Hydrometer	120.00
Percent Passing #200 Sieve, ASTM D1140	80.00
Specific Gravity	
Fine, passing #4 sieve, ASTM D854	100.00
Coarse, retained on #4 sieve, ASTM C127	100.00
Sand Equivalent Test, ASTM D2419	130.00
Double Hydrometer Dispersion, ASTM D4221	150.00

COMPACTION AND BEARING STRENGTH

Standard Proctor Compaction, ASTM D698 or ASTM D1557	
Method A or B	210.00
Method C, 6" mold	220.00
California Impact Method, Caltrans 216	220.00
R-value, ASTM D2844 and CTM301	280.00
California Bearing Ratio (CBR), ASTM D1883	
1 Point	550.00
3 Points	750.00
Relative Density	
0.1 Cubic Foot Mold	200.00
0.5 Cubic Foot Mold	300.00

SHEAR STRENGTH

Torvane/Pocket Penetrometer	25.00
Direct Shear	
Quick Test	75.00
Consolidated, Drained, granular soil, ASTM D3080	230.00
Consolidated, Drained, fine grained soil, ASTM D3080	260.00
Consolidated, Undrained, fine grained soil	230.00
Residual Strength, per cycle	70.00
Remolded Specimens	70.00

STATIC UNIAXIAL AND TRIAXIAL STRENGTH TESTS (PER POINT)

Unconfined Compression, ASTM D2166	150.00
Unconsolidated, Undrained, ASTM D2850	160.00
Consolidated, Undrained, per point	700.00
Consolidated, Drained, per point	700.00
With Pore Pressure Measurement, per load	150.00
Remolded Specimen	90.00

CONSOLIDATION (ASTM2435) AND SWELL COLLAPSE (ASTM D4546) TESTS

8 Load Increments	260.00
Additional Load Increment	50.00
Time-Ratio, per load increment	90.00
Single Point, collapse test	90.00
Single Load Swell, ASTM D4546	
Ring Sample, Field Moisture	95.00
Ring Sample, Air Dried	95.00
Remolded Sample	70.00
Expansion Index Test, UBC 29-2/ASTM D4829	140.00

HYDRAULIC CONDUCTIVITY TESTS

Constant Head, ASTM D2434	250.00
Falling Head Flexible Wall, ASTM D5084	300.00
Triaxial Permeability, EPA 9100	350.00
Remolded Specimen	60.00

CHEMICAL TESTS

Corrosivity (pH, resistivity, sulfates, chlorides)	225.00
Organic Content, ASTM D2974	100.00

Conditions: Unit rates presented on this fee schedule are for routinely performed geotechnical laboratory tests. Numerous other earth material physical tests can be performed in our geotechnical laboratories, including rock core, soil cement and soil lime mixture tests. Tests not listed can be quoted upon request. This fee schedule is valid through December 31, 2026.

Prices are based on the assumption that samples are uncontaminated and do not contain heavy metals, acids, carcinogens and/or volatile organics which can be measured by an organic vapor analyzer or photoionization detector with a concentration greater than 50 parts-per-million (ppm). Quoted testing fees are based on the assumption that no protective clothing will be required to handle samples. If Level D protective clothing will be required during handling of samples (as defined in Federal CFR Part 1910.120), then a 40% increase in fees presented in this schedule will be applied. Level C protective clothing will be a 60% increase in fees. Converse will not handle samples that require either Level B or Level A protection in our geotechnical laboratories. Contaminated samples will be returned to the client. Uncontaminated samples will be disposed of 30 days after presentation of test results. The client must disclose the source of samples. Samples imported from out of state will be incinerated after testing in accordance with requirements of the United States Department of Agriculture. Soil samples obtained within the State of California currently designated quarantine areas will also be incinerated in accordance with the requirement of the State of California, Department of Food and Agriculture, Division of Plant Industry, Pest Exclusion. A $5.00 incineration fee will be added to each sample that is required to be incinerated in accordance with State and Federal law.

Test results requiring plots will be presented in a publishable format generated from computer programs. Otherwise, raw test numbers will be presented. A minimum laboratory fee of $50.00 will be charged to present and mail test results. Beyond the standard U.S. Mail delivery, specialized transmittal will be charged at additional cost (e.g., Federal Express, UPS, etc.). Geotechnical testing does not include engineering and/or geologic review and analysis. Typical turnaround for geotechnical laboratory testing is two weeks (or roughly ten working days). To expedite test turnaround to five working days, a 50% increase in the fees in this schedule will be applied. Many geotechnical tests require at least one week to perform in accordance with ASTM or other standard specifications. Fees presented in this schedule for relatively undisturbed direct shear, consolidation or expansion pressure tests are based on the assumption that 2.416-inch inside diameter brass ring samples will be provided to the geotechnical laboratory for testing. Remolded specimens will be compacted in standard 2.5-inch outside diameter brass rings for direct shear, consolidation and expansion pressure tests. All fees presented in this schedule are based on the assumption that the client will deliver samples to our laboratory at no additional cost to Converse.

Invoices will be issued monthly and are payable on receipt unless otherwise agreed upon. Interest of 1.5% per month (but not exceeding the maximum allowed by law) will be payable on any amount not paid within thirty days; payment thereafter to be applied first to accrued interest and then to the principle unpaid amount. The Client shall pay any attorneys' fees or other costs incurred in collecting any delinquent amounts.

CONVERSE CONSULTANTS
Schedule of Fees – Materials Laboratory Testing

Compensation for laboratory testing services will be based on rates in accordance with this fee schedule which includes test report(s) and engineering time. Costs of tests not on this schedule will be by quote and/or in accordance with our current hourly fee schedule. Our services will be performed in accordance with the General Conditions. This fee schedule is valid through December 31, 2026.

AGGREGATES

Moisture Content, ASTM D2216 ..... 25.00
Particle Size Analysis
- Coarse, ASTM C136, each 120.00
- Coarse and Fine, ASTM C136 & C137), each 180.00

Specific Gravity & Absorption
- Coarse Aggregate, ASTM C127 ..... 115.00
- Fine Aggregate, ASTM C128 ..... 175.00
- Unit Weight per Cubic Foot, ASTM C29 ..... 75.00
- Soundness, Sodium or Magnesium, ASTM C88, each 550.00
- Potential Alkali Reactivity, ASTM D289 ..... 700.00
- Freeze Thaw Soundness 175.00
- Los Angeles Abrasion, per class, ASTM C131, C535 ..... 375.00
- Sand Equivalent, ASTM D2419 ..... 180.00
- Lightweight Particles, ASTM C123, each 300.00
- Clay Lumps & Friable Particles, ASTM C142, each 290.00
- Stripping Test, ASTM D1664, each 85.00
- Organic Impurities, ASTM C40 ..... 140.00
- Durability ..... By Quote

CONCRETE TESTS

Laboratory Trial Batch, ASTM C192 ..... By Quote
Laboratory Mix Design, Historical Data ..... By Quote
Compression Test, 6"x12" Cylinder, ASTM C39, each 55.00
Lightweight Concrete
- Compression 55.00
- Unit Weight 55.00

Specimen Preparation, Trimming or Coring, each 75.00
Bond Strength, ASTM C321
- Prepared by Converse 250.00
- Prepared by Others 150.00

Core Compression Test, ASTM C12, each 120.00
Flexure Test, 6"x6" Beams, ASTM C78, each 130.00
Modulus of Elasticity, Static, ASTM C469, each 275.00
Length Change, ASTM C157, 3 bars, 5 readings each, up to 26 days 550.00
Splitting Tensile, 6"x12" Cylinders, each 110.00
Field Concrete Control (sampling, slump, temperature, cast 4 cylinders, molds, cylinder pick-up, within 10 miles of office, stand-by extra), ASTM/UBC, hourly rate schedule, or each cylinder 95.00
Field Concrete Control (same as above plus air content test), ASTM/UBC, each cylinder 95.00
Hold Cylinder 10.00
Cylinder Mold, sent to job site but not cast by Converse or returned to Converse 7.00

MASONRY (ASTM C140, E447, UBC STANDARD 24-22)

Moisture Content, as received, each 105.00
Absorption, each 85.00
Compression, each 85.00
Shrinkage, ASTM C426, each 250.00
Net Area and Volume, each 30.00
Masonry Blocks, per set of 9 ..... 1,500.00
Masonry Core Compression, each 125.00
Masonry Core Shear, each 245.00
Masonry Core Trimming, each 150.00
Compression Test, grouted prisms, 8"x8"x16", each 300.00
Compression Test, grouted prisms, 12"x16"x16", each 425.00
Compression Test
- 2"x4" Mortar Cylinder, each 55.00
- 3"x6" Grout Prisms, each 55.00
- 2" Cubes, ASTM C109, each 55.00

Cast by Others 55.00
Mortar or Grout Mix Designs ..... By Quote

FIREPROOFING TESTS

Oven Dry Density, per sample 80.00

MOISTURE EMISSION TEST

Moisture Emission Test Kit 85.00

ASPHALTIC CONCRETE

Stability, Flow, and Unit Weight, ASTM D6927 ..... 500.00
Marshall ASTM D1559, ASTM D2726 ..... 450.00
Measured Maximum Specific Gravity of Mix, ASTM D2041, Rice Method, each 350.00
Void Analysis of Cores or Marshall Specimens, Calculations Only, ASTM D3203, set of 2 or 3 ..... 60.00
Laboratory Mixing of Asphalt & Concrete, per sample 75.00
Complete Asphalt Concrete Mix Design Hveem or Marshall ..... By Quote
Extraction of Asphalt and Gradation, ASTM D2172, Method B, or California 310, including ash correction, each 455.00
Extraction of Rubberized Asphalt & Gradation, each 350.00
Specific Gravity, ASTM D2726 or ASTM D1188
- Uncoated 95.00
- Coated 125.00

Immersion-Compression 650.00
Particle Coating, ASTM D2489 ..... 95.00
Stripping, ASTM D1664 ..... 85.00
Moisture or Volatile Distillates in Paving Mixtures, or Materials Containing Petroleum Products or By-Products 350.00
Retained Strength, ASTM D1074/D1075, 6 specimens ..... By Quote
Retained Stability, Mil, Std, 520A, Method 104, 6 specimens ..... By Quote
CBR, ASTM D1883, including M/D Curve, 1 point 400.00
Asphalt Temperature 20.00

STRUCTURAL STEEL

Tensile Test #9 Bar or Smaller, each 65.00
Bend Test #9 Bar or Smaller, each 65.00
Tensile Test #10 Bar or Greater, each 300.00
Tensile Test #14 Bar, each 330.00
Rebar Coupler Tensile Test 160.00
Tensile Test, Welded #9 Bar or Smaller, each 160.00
Tensile Test, Welded #10 Bar or Greater, each 300.00
Tensile Test, Welded #14 Bar, each 330.00
Tensile Test, Mechanically Spliced, #9 Bar or Smaller, each 210.00
Tensile Test, Mechanically Spliced, #10 Bar or Greater, each 350.00

HIGH STRENGTH BOLT, NUT, AND WASHER TESTING

Wedge Tensile Test, A490 Bolts
- Under 100,000 lbs., each 130.00
- Over 100,000 lbs., each 140.00

Wedge Tensile Test, A325 Bolts
- Under 100,000 lbs., each 160.00

Tensile Test, Anchor Bolts, tested with displacement transducers, each 300.00
Nut Hardness, Proof & Cone Proof Load Test, each 65.00
Washer Hardness, each 55.00
A325 or A490, Bolt Hardness Only, each 55.00
Bolt A325 or A490 Wedge Tensile
- Under 100,000 lbs. & Hardness, each 240.00
- Over 100,000 lbs. & Hardness, each 280.00

Bolt, Nut & Washer, all tests per set with bolts
- Under 100,000 lbs. 400.00
- Over 100,000 lbs. 500.00

See *Schedule of Fees – Geotechnical Laboratory Testing* for soil testing. Hourly rates are available upon request. Field Laboratory rates are available upon request. Listed unit rates are based upon the assumption that samples will be delivered to our laboratory at no cost to Converse.

Introduction
It is the objective of Converse Consultants to provide its clients with quality professional and technical services and a continuing source of professional advice and opinions. Services will be performed in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. This fee schedule is valid through December 31, 2026.

Hourly Charges for Personnel
Staff assignments will depend on personnel availability, job complexity, project site location, and experience level required to satisfy the technical requirements of the project and to meet the prevailing standard of professional care.

Field Technical Services (hourly rate including vehicle and equipment)

Construction Inspector – ACI/ICC and/or AWS/CWI certified (concrete, post-tension, masonry, structural steel, fireproofing; includes concrete batch plant and local steel fabrication inspections)	$156
DSA Masonry Inspector	156
Non-Destructive Testing Inspector (ultrasonic, magnetic particle, dye penetrant, skidmore, pull testing, torque testing, Schmidt hammer, and pachometer)	161
Coating Inspector/Coring Technician	161
Soils Technician (soil, base, asphalt concrete, and moisture emission testing)	156
Sample Pick-Up	60

Professional Services (consultation for field and office, if requested)

Staff Professional	$156
Senior Staff Professional	161
Project Professional	170
Project Manager	180
Senior Professional	185
Principal Professional	225
Principal Consultant	235

Laboratory Testing

Laboratory Technician (see Geotechnical Laboratory Testing and Materials Testing Services fee schedules.)	Per Test
Laboratory Supervisor	$100

Office Support

Clerical/Word Processing	$95
Drafting	95
CAD Operator/Drafting Manager	100

Overtime and special shift rates for Field Services personnel are determined in accordance with Prevailing Wage law. Travel time to and from the job site will be charged at the hourly rates for the appropriate personnel.

Expenses
1. Exploration expenses (drilling, trenching, etc.) are charged at cost plus fifteen percent.
2. Travel and subsistence expenses (transportation, room and board, etc.) for individuals on projects requiring travel and/or living 50 miles away from the project site are charged at cost plus fifteen percent.
3. Automobile and truck expenses are charged at cost plus fifteen percent (rentals) or at the current IRS milage rate per mile for company-owned vehicles traveling between principal office and project.
4. Other out-of-pocket direct project expenses (aerial photos, long-distance telephone calls, permits, bonds, outside printing services, tests, etc.) are charged at cost plus fifteen percent.

Invoices
1. Invoices will be submitted to the Client on a monthly basis, and a final bill will be submitted upon completion of services.
2. Payment is due upon presentation of invoice and is past-due thirty days from invoice date. In the event Client fails to make any payment to Converse when due, Converse may immediately cease work hereunder until said payment, together with a service charge at the rate of eighteen percent per annum (but not exceeding the maximum allowed by law) from the due date, has been received. Further, Converse may at its sole option and discretion refuse to perform any further work irrespective of payment from Client in the event Client fails to pay Converse for services when said payments are due.
3. Client shall pay attorneys' fees or other costs incurred in collecting any delinquent amount.

General Conditions
The terms and provisions of the Converse General Conditions are incorporated into this fee schedule as though set forth in full. If a copy of the General Conditions does not accompany this fee schedule, Client should request a copy from this office.

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

I. Consultant shall perform all services timely in accordance with the following schedule:

All Services will be completed within sixty (60) calendar days after the Notice of Completion is filed.

II. Consultant shall deliver the following tangible work products to the City by the following dates.

See Section I of the Scope of Services.

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

RESOLUTION NO. 26-099

A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2026–27 BUDGET IN THE GENERAL FUND, SPECIAL REVENUE FUNDS, AND THE CAPITAL IMPROVEMENT PROGRAM (CIP) FUND

WHEREAS, the City Council adopted the Fiscal Year 2026-27 budget on June 16, 2026, for the General Fund and Special Revenue Funds of the City via Resolution No. 26-063; and

WHEREAS, the City Council desires to amend the Fiscal Year 2026-27 budget; and

WHEREAS, the City Council has determined it necessary to amend the Fiscal Year 2026-27 General Fund budget, Special Revenue Funds, Enterprise Funds, and Capital Improvement Program (CIP) budget.

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

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

Account	Description	Increase/(Decrease)
101-99-999-904-8008-PW1636	Improvements Other Than Bldg	($2,000,000.00)
101-99-999-904-8005-PW1795	Improvements Other Than Bldg	($2,000,000.00)
101-99-999-904-6004-PW1852	Professional Services	$500,000.00
101-99-999-904-8019-PW1452	Bus/Bike Lane & Related CIP	$2,303,000.00
101-99-999-904-8023-PW1657	CIP - Traffic Signal	$1,197,000.00
289-99-999-999-3601	DIF Fund Balance	($5,699,000.00)
289-99-999-904-8008-PW1368	Improvements Other Than Bldg	$870,000.00
289-99-999-904-8008-PW1636	Improvements Other Than Bldg	$2,000,000.00
289-99-999-904-8005-PW1795	Improvements Other Than Bldg	$2,000,000.00
289-99-999-904-8019-PW1452	Bus/Bike Lane & Related CIP	$500,000.00
289-99-999-904-8023-PW1657	CIP - Traffic Signal	$300,000.00
289-99-999-904-8008-PW1726	Improvements Other Than Bldg	$29,000.00

Section 2. The City Clerk shall certify the adoption of this resolution and shall keep a copy of this resolution attached to the Fiscal Year 2026-27 budget on file, and effective as of October 6, 2026, the same shall be in force and effect.

PASSED, APPROVED, and ADOPTED this 6th day of October, 2026.

APPROVED AS TO FROM: CITY OF CARSON:

_____
Sunny K. Soltani, City Attorney

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

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

I, Dr. Khaleah K. Bradshaw, City Clerk of the City of Carson, California, hereby attest to and certify that the foregoing resolution, being Resolution No. 26-099 adopted by the City of Carson City Council at its meeting held on October 6, 2026 by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMEBES:

ABSENT: COUNCIL MEMBERS:

_____
Dr. Khaleah K. Bradshaw, City Clerk

CITY OF CARSON

701 East Carson Street

Report to Honorable Mayor and City Council

Tuesday, October 6, 2026, 5:00 PM

DISCUSSION 31.

To: Honorable Mayor and City Council

From: Saron Shiferaw, Senior Clerk CMO Administration

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

I. SUMMARY

This report transmits a monthly ongoing informational update to the City Council, at Mayor Davis-Holmes' request, regarding various City projects that are underway or will begin soon. Detailed updates on projects are provided in the following City function areas: Community Development Department (Exhibit 1), Public Works Department (Exhibit 2), Information Technology Department (Exhibit 3), and the Public Safety Department within the City Manager's Office (Exhibit 4)

II. RECOMMENDATION

RECEIVE and FILE this report.

III. ALTERNATIVES

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

IV. BACKGROUND

The projects included in this report are meant to provide an update on current projects underway and those that will begin soon.

V. FISCAL IMPACT

The purpose of this item is to provide information only and there is no direct fiscal impact associated with this staff report. Most of the projects included within this report have fiscal impacts and these expenditures have either already been approved by the City Council or will be presented to the City Council for approval once ready and as needed. Any item that staff identifies as needing additional or new funding beyond the budgets that were previously approved by the City Council will be addressed separately from this report.

VI. EXHIBITS

1. Community Development Projects
2. Public Works Projects
3. Information Technology and Security Projects
4. Emergency Management and Public Safety Projects

Attachments

Community Development Projects
Public Works Projects
Information Technology and Security Projects
Emergency Management and Public Safety Projects

COMMUNITY & ECONOMIC DEVELOPMENT
PROJECT STATUS REPORT
October 10, 2026

CITY COUNCIL

Planning Division			
#	**Name**	**Description**	**Status**
1 D1	Envision Carson Apartments Manhattan Square Townhomes	21207 S. Avalon Blvd. Existing: 27.31 acres. Proposed: 1,115 residential dwelling units (consisting of 351 townhomes, 764 apartments), 10,000 square feet of restaurant area, and 111,581 square feet of publicly accessible but privately maintained open space	Temporary CofO issued for model homes. Grand opening for Product A, B, and D models occurred July 11, 2026 Approved CofO for Phase 1 units. Planning staff conducted site visit for Product C models and Phase 1 occurred on Aug. 26, 2026. Under Construction - Estimated completion 24 months. Building C-D building submittal forthcoming. Amended and Restated DA and assignments completed June 24, 2026 Remaining phases of Townhomes in plan check – revisions to solar, recreation area. First phase anticipated mid-September Six-month deferral issued on signal COA on April 6 to allow temporary CofOs for townhome product. Grace Avenue improvements required prior to first CofO for any building. Staff met with PW team to discuss. COA cleared. Reimbursement agreement for Lennar approved. Amended and Restated Development Agreement approved by City Council April 7, 2026. Waiting on Grace Ave. encroachments.

Planning Division			
#	**Name**	**Description**	**Status**
			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 very low-income affordable rental units on 14 acres. No proposal has been received on the remaining parcels	Affordable housing covenant executed. Faring to develop affordable parcel Under Construction - Estimated completion 20 months. Demolition complete Building permits stamped ok to plan check only on April 6. Outstanding COAs Final Map in Progress – recordation pending provision of adequate recreation amenities, drainage easement declaration, and other COAs.
3 D1	The District Specific Plan Amendment Carson Goose Owner LLC Cells 3, 4 and 5.	Existing: Former landfill. Proposed: Cells 3, 4 and 5 will contain 1,567,090 square feet of light industrial development including 75,000 square feet of office space and approximately 12 acres of publicly accessible but privately owned and maintained open space community amenity areas and 10,000 square feet of commercial/retail uses, 12,600 square feet of restaurants	In Plan Check (Specific Plan Planning Areas 3) Lenardo Street improvements – second plan check for rough grading approved, structural footings, traffic signal location adjustments review in progress, and Del Amo median improvements in plan check with public works – planning approved. August 11, 2026, PC held public hearing and recommended approval of Specific Plan Amendment, Amended and Restated DA, and related applications CC approved Specific Plan Amendment, Amended and Restated DA, and related applications on 9/1/26 and the Second Reading for SPA, AR-DA was approved on 9/15/26
4 D2	Kim Family Trust	21240-21250 Main St. Existing: Vacant lot. Proposed: 19-unit market rate apartment consisting of two separate three-story buildings with at grade parking	Under Construction. Anticipate completion by end of year.
5 D2	Golden State Alliance, LLC	138 W. 223rd St. Existing: Single Family Residence. Proposed: Ten (10) attached condominiums consisting	Closed due to inactivity.

Planning Division			
#	**Name**	**Description**	**Status**
		of two separate buildings with all market rate units, at grade 2 car garages, guest parking and private driveway	
6 D1	Chevron	17453-17455 Central Ave. Existing: Chevron service station with McDonald's restaurant. Proposed: Add a new self-service car wash	Approved by Planning Commission
7 D3	21611 Perry Street LLC	21611 S. Perry St. Existing: Vacant lot. Proposed: Self storage facility comprised of approximately 120,000 SF in a mix of one and two-story buildings and a 5,000 SF retail component. New application submitted requesting 62 residential condominium units	Approved. Residential application for 62 units was approved by Planning Commission and City Council. DA fully executed on 9/15/25. Agreement to Conditions executed on 9/15/25. Site is subject to a 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 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	Complete

Planning Division			
#	**Name**	**Description**	**Status**
		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	
13 D3	California Water Service Group	21718 S. Alameda St. California Water has completed construction of a new groundwater production well to provided potable water to the public. Water quality of a new well has been established and has provided design parameters for the future onsite improvements. A new building will be used to house the well appurtenances, electrical, controls and pumping equipment. The preliminary building will be approximately 1,000 square feet	In Plan Check
14 D4	Avocet Battery	23320 Alameda. Existing: Aggregate recycling center. Proposed: A 200-megawatt Battery Energy Storage system on an approximately seven-acre site that will help augment Edison during power shortages	Approved. In Plan Check. Conditions under review. AMMR approved. CAO confirmed License Agreement is not needed since applicant has an agreement with railroad for encroachment purposes. All required fees paid. In Plan check for landscape, grading, demolition, and walls. Demolition plans approved.
15 D1	Ormat for VESI	18800 Broadway. Existing: Industrial/topsoil supplier operation. Proposed: A 100-megawatt Battery Energy Storage system on an approximately three-acre site that will help augment Edison during power shortages	Approved. In Plan Check. Grading plans and wall details in plan check Item scheduled for 3/10/26 PC public hearing meeting and PC approved denial in 5-2 vote. An appeal to be heard by the CC was submitted on 3/23/26. Under review. Appeal heard on 5/5/26. Approval resolution with DA additional community benefits/point of sale & 1st reading of DA approval ordinance occurred on 5/20/26. 5/20/26 CC in 3-2 vote restored DA to original with CC community benefits and applicant's defined point of sale. On 6/3/26, the 2nd reading ordinance was adopted.
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

Planning Division			
#	**Name**	**Description**	**Status**
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 Obtained approval for a one-year extension of time application.
19 D1	Anastasi	336 E. Carson Street. Existing: 90,000 SF (lot), formerly a collection of automotive repair businesses within two multi-tenant buildings measuring a total of 40,000 SF. Proposed: 50 Townhomes – two floors over parking; all 3 bedrooms/2 baths with common and private opens space	Approved. Applicant working with Engineering to schedule Final Map to CC. Obtained approval for a one-year extension of time application.
20 D4	Infinity CF, LLC	23820 Avalon Blvd. Existing: Former Scottsdale Discount Center building. Proposed: Two lot subdivision with a proposed Starbucks on one parcel and a carwash on the other	Construction complete.
21 D2	DOR 1959-24, TTM 1000008-24	21135 ½ Bolsa Ave., Eight (individual) single-family residences (SFR)	Concurrence letter signed. On 12/9/25 Planning Commission continued the matter. Community meeting held 6:30PM on March 4, 2026, at Carson Park Activity Room. Follow-up Community Meeting required. Applicant preparing redesign in response to community concerns.
22 D2	Vinfast	2009 East 223rd St. Vinfast electric car showroom, service center, and car storage for delivery to customers	Site vacated (business decision). Vinfast has submitted a letter to the City stating they will be vacating the site by end of June 2025. 07/29/25 staff conducted a site visit, confirmed unoccupied, and noted the property is for sale.
23 D2	SyWest	20100 Figueroa St. (placeholder address 20151 Main St.) Specific Plan, General Plan Amendment, Development Agreement, DOR for development of a big box user and associated retail	Under Review The preparation of the Specific Plan and technical studies for the DEIR are underway.
24 D4	Carson Hospitality Group Inc.	888 E. Dominguez St. Existing: Vacant restaurant. Proposed: Marriot TownePlace Suites Hotel and new bar/lounge, (111 key) and Tentative Parcel Map (TPM) to split one lot into two so that the new hotel	Hotel development project withdrawn/closed out. Plan Check for the new hotel expired. Applicant allowed entitlement to expire. Related Tentative Parcel Map (TPM) approved. Applicant moving forward with TPM.

Planning Division			
#	**Name**	**Description**	**Status**
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.
28 D1	Argo Warehouse	439 W. Gardena Blvd. Existing: Vacant lot. Proposed: New 3,754 SF warehouse	Under Construction
29 D4	Mobile Mini	22632 S. Alameda St. Construction of a cargo container storage facility that will consist of three modular office units and a maintenance canopy structure on a 14-acre site	Complete
30 D4	Air Products	23000 Alameda St. Existing: Industrial gas supplier. Proposed: Construct a new 2,626 SF modular bldg. with parking lot at the existing facility	Approved. In Plan Check
31 D4	Live Wire EV dealership	20507 Belshaw Ave. EV Motorcycle Dealership (Live Wire)	Approved. Operating
32 D4	Petroleum Tanks	2365 E. Sepulveda Blvd. Installation of two petroleum tanks at an existing tank farm. Capacity increasing from 22 to 24 storage tanks	Under Construction
33 D4	AT&T Monopine Foisia Park	23410 Catskill Ave. Wireless Communication antenna	On Hold
34 D4	Hyundai Dealership	2201 E. 223rd St. Existing: Car dealership. Proposed: New Service Building	Under Construction
35 D2	Grace Orthodox Presbyterian Church	22511 Figueroa, A request for approval of a Tentative Parcel Map to subdivide a 1.59-acre parcel into two parcels	Approved
36 D1	South Bay Fleet Specialist	17126 S. Broadway St. Conditional Use Permit to operate an auto body and paint shop including a paint spray booth located inside the existing building.	Approved. Monitoring completion of conditions of approval
37 D1	ASPCA Animal Clinic	16300 Figueroa St. Existing: Vacant Proposed: Redevelop industrial site with a new animal clinic	Construction Complete
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	Closed. Business was closed by business owner. Property owner is considering reopening business and completing development. Phase 1: Ten (10) Indoor Courts Status: Built Commercial (10,264 SF) consists of office, retail, employee areas, podcast

Planning Division			
#	**Name**	**Description**	**Status**
		Status: Built Commercial (10,264 SF) consists of office, retail, employee areas, podcast studio, athlete recovery rooms, and seating area for juice bar portion Status: Under construction <u>Phase 2:</u> 6,878 SF Clubhouse includes a restaurant Status: Approved <u>Phase 3:</u> Twenty-one (21) Outdoor Courts Status: Under Review	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.
39 D1	16325 -16407 S MAIN ST	Renovate an existing 159,373 SF industrial building on a 5.88-acre site including removing approx. 6,503 SF of existing office/mezzanine/warehouse space, exterior building facade improvement, interior tenant improvement and site and landscaping improvements. After renovation, the new building footprint will be reduced to approx.138,616 SF. The project also includes a lot line adjustment of the parcels	Approved
40 D1	KB Home	427 E. 220th St. Willow (formerly Cambria Ct.) Existing: Residential structures. Proposed: 35-unit condominiums designed as 2-story detached homes	Construction complete.
41 D2	22511 Figueroa St.	Specific Plan, DOR, Zone Change for 28-unit residential apartment development on a .69-acre lot	Under Review
42 D4	Carson Companies	1281 E. University Dr. at the northwest corner of University Dr. and Central Ave. Existing: Vacant site. Proposal: 5-acre retail center development with approx. 29,000 square feet of retail shops, 11,300 square feet of restaurant space, 25,500 square foot Boys and Girls Club	Under Review
43 D4	Shippers	1150 E. Sepulveda Blvd. Existing: 20AC lot in the Manufacturing Heavy, GP Heavy Industrial zone. Proposed: Request approval for a conditional use permit for truck parking, cargo container storage yard, installation of (4) modular enclosures with 5 standard vehicle parking spaces	Under Review, pending resubmittal. Site vacated per settlement agreement.
44 D1	Dutch Bros.	20377 Avalon Blvd. Existing: Former Pizza Hut. Proposed: 950 SF coffee business with drive-through.	Under construction
45 D2	Cal-Water	410 W Carson St. Updating and adding new equipment at an existing Cal Water facility	Formal submittal is pending

Planning Division			
#	**Name**	**Description**	**Status**
46 D2	iONNA Electric Vehicle Charging Station	22309 Main St. Existing: Vacant former gas station Proposed: Redevelop site with vehicle charging station and reuse existing building as a convenience store	Under review Application submitted 7/31/26
47 D1	Carson Plaza Façade Improvement	615 E University Dr. Existing: Multi-tenant commercial center Proposed: Commercial façade improvement of an existing retail plaza	Approved
48 D1	Woojin Is. America Inc.	130 W. Victoria St. Existing: Industrial site. Admin DOR, tenant improvement (TI). Proposed: Refurbishing facility that provides transit vehicle assembly for Metro trains at an existing industrial building site	Approved. Under Construction
49 D1	Haro Property	20715 Avalon Blvd. Existing: Multi-tenant office building with retail and restaurant; Proposed: Hawaiian BBQ restaurant with drive through	On Hold (Interim Urgency Ordinance Moratorium Drive-through Restaurants)
50 D1	Rain for Rent	400 & 436 W. Walnut St. Existing: A warehouse & office building. Proposed: Demolish the warehouse and develop equipment rental yard (400) and retain the office (436) building with site and landscape improvements throughout both parcels (new landscaping, pavement, construction of an 8-foot-tall perimeter wall, add a new driveway, interior tenant improvements to support the operation of the equipment rental company)	Withdrawn
51 D1	404 E. Carson St.	404 E. Carson St. Existing: Samoan Federation Building, Proposed: Three-story, podium style mixed-use residential & commercial development (rental). Three 2-bed/2-bath townhouse units, two 1-bed/1-bath flats, and four studio units totaling 9 units built over ground floor level 752 SF commercial retail space and parking area on a 9,772 SF (0.22 AC) lot	Under Review, pending resubmittal
52 D2	316 W. 214th St	316 W. 214th St., Existing: Single-family residence Proposed: 4 rental units	Approved
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, pending resubmittal
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.

Planning Division			
#	**Name**	**Description**	**Status**
56 D4	A Better Tomorrow	20630 Leapwood Ave., Unit F Existing: Multi-tenant Industrial Condo center. Proposed: Social Services Office replacing former office use	Complete
57 D1	KL Fenix	19204 Figueroa, Existing: Warehouse. Proposed: New 83,770 SF warehouse/office building with 6 dock doors replacing existing structures	Under Review, pending resubmittal
58 D1	J&J Carson, LLC	100 Carson Mall, Existing: 1 parcel. Proposed: Subdivide 1 parcel into 3 parcels	Approved
59 D1	ECM Management	18001 Main St. Proposed: New 60558 SF speculative warehouse building	Complete
60 D2	Maupin Development	438 W. Carson St. Existing: Credit Union Bank; Proposed: Acquire a portion of the property to build a 51-unit condo development with related site improvements. The bank remains as located.	Approved. Next step: applicant work with Transtech Engineering and Engineering Services and for Final Map
61 D1	Manilla Sunrise Restaurant	21828 Main St. Existing: Restaurant Proposed: Kitchen addition	Under Review, pending resubmittal
62 D4	Hyundai / Chevrolet Dealership Lot Split	2201 E. 223rd St. Proposed: Lot split. Division of a single lot containing two existing new car dealerships, Carson Hyundai and Carson Chevrolet.	Approved
63 D1	125 W. 219th Pl. Lot Split	125 W. 219th Pl. Proposed: Lot Split of a single parcel between two single family residences	Approved. Next step: applicant work with Transtech Engineering and Engineering Services for Final Map
64 D1	Carson Plaza Sign Program Modification	603 E. University Dr. Proposed: Sign Program Modification	Approved
65 D1	Auto Collision/Repair	16200 Main Street. Existing Light Industrial Building, Proposed: Change use from warehouse/manufacturing to auto collision/repair	Approved
66 D1	Rexford Warehouse Pre-application Review	1065 E. Walnut St., Existing: 143,640 SF warehouse; Proposed: Demolish the existing warehouse and construct a new 135,760 SF industrial building (127,760 SF warehouse space and 8,000 SF ground floor/mezzanine office space) with associated loading, parking, and landscaping areas.	Complete
67 D1	2 Luv One Another	520 E Carson Plaza Ct Unit 104 Existing Multi-tenant Office Building. Proposed: social service center to replace a former medical office	Complete
68 D3	1443 E. Carson St	1443 E. Carson St. Proposed: Demo an existing house and construct a 13-unit multifamily apartment and associated Tentative Parcel Map (TPM)	Due to inactivity, application is pending closure by staff.
69 D2	20920 Jamison Ave.	20920 Jamison Ave. Existing: Single-family residence Proposed: Build two new single-family residences	Approved, in plan check
70 D3	Papadakis Engineering	20909 S Brant Ave. Existing: Papadakis Racing + Engineering Division provides prototype Fuel Cell	Withdrawn

Planning Division			
#	**Name**	**Description**	**Status**
		System (testing); Proposed: CUP for storage of Bottled Hydrogen on site for intermittent testing process of new prototype Fuel Cell System (RSOC)	
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
72 D2	Target (South Carson)	651 W. Sepulveda Blvd. Existing: Target Proposed: Façade improvement and remodel signage	Approved
73 D2	United Oil Convenience Store Remodel	22235 Figueroa St. Updated Façade, Interior renovation, and exterior repairs/maintenance	Approved, awaiting plan check submittal
74 D3	Promise Energy BESS	2011 E Carson St. Installation of new 368.64-Kilowatt BESS system and related new inverters to be integrated with an existing photovoltaic (solar) system	Under Review, pending resubmittal
75 D3	Lamberton Truck Yard	20915 Lamberton Avenue. Existing: Vacant Proposed: vehicle dismantling facility	Under Review, 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. DEIR technical studies and Specific Plan preparation are in progress. NOP concluded: Scoping meeting held Wed., April 29, 2026. NOP initial public comment period April 13-May 12 was extended another 30 days ending on June 12, 2026. Responses to comment letters are being completed. High level list of agencies that submitted comments: DTSC, Water Board, SCAQMD, Caltrans, Port of LB, LA County Sheriff, UP RR, LAUSD
78 D1	Avalon West	21243 Avalon Blvd. and 640 E. 213th St. Proposed: 157-unit condominium project (17 deed-restricted very low income HH units, and 140 market-rate units)	Under Review, pending traffic scoping memo submittal and TPM resubmittal
79 D1	North Carson Residences	1760, 1762, 1800 E. Glenn Curtiss St., 18701 Wilmington Ave., and 1815 University Dr. Existing: Business Park facilities Proposed: 396-unit multiple-family development (356 market-rate townhomes and 40 affordable housing rental units)	Under Review

Planning Division			
#	**Name**	**Description**	**Status**
80 D3	Dominguez Pizza	2653 E. Carson St. Construct a new two-story, 4,445 SF mixed-use building containing a restaurant at ground level and three rental units above. Also requesting reduction in required parking spaces.	Under Review, pending resubmittal
81 D2	Preapplication Review (PAR) KB Homes	23529 Figueroa St. PAR proposal to demolish a storage facility and redevelop site with a new gated 82-unit condominium designed as townhomes.	Review completed and response letter provided.
82 D1	18700 Broadway	18700 Broadway. Transloading company proposing to demolish the existing building, have outdoor storage, and related parking improvements.	Under Review
83 D1	18121 Broadway	Renovation of 4-unit warehouse building and parking lot	Under Review
84 D1	Tower Mobility LLC	19204 Figueroa, Existing: Warehouse. Proposed: privately-owned EV fleet dispatch hub operation	Project Withdrawn
85 D1	Carson Court Apartments by AMG Land	520 E. Carson Plaza Ct., Existing: Multi-tenant office building. Proposed: 5-story podium style building over grade-level parking, Residential Density Bonus and 100% affordable housing project: multi-family residential rental containing 123 units including the manager's unit	Under Review, pending resubmittal Entitlement application initiated
86 D2	Slick City	21010 Figueroa St. Existing: warehouse Proposed: Interior improvement converting an existing warehouse to a family entertainment facility	Under Review
87 D3	Carson Plaza (East) (Rosario's)	1329-1347 E. Carson St. Commercial Façade Improvement	Pending Under Review, Admin-DOR submitted as placeholder while development plans are being completed
88	Union South Bay Awning	Proposed 12.58-foot-wide awning located at tenant space B4 doorway.	Under Review, application incomplete pending applicant response to requested information Admin. DOR
89 D4	Carson Civic Center Specific Plan	Propose a Specific Plan for the Carson Civic Center campus redevelopment	1/6/26 City Council approved, RFQ/P underway, submitted proposals under review
90 D3	Preapplication Review (PAR) Nathan Battle	21111 Wilmington Ave. Pre-application review. (Conceptual) Proposing construct a 52,500 SF warehouse containing 5,000 SF front office area including mezzanine, eight (8) loading doors and one drive-in door.	Complete
91 D4	Preapplication Review (PAR) Pacific Industrial	2403 E 223rd St. Pre-application review. Existing: Vacant. (Conceptual) Proposing to redevelop an approximately 4.2-acre site with a private, fleet-oriented electric vehicle charging facility	Complete

Planning Division			
#	**Name**	**Description**	**Status**
92 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
93	City of Carson	Proposed Ordinance to satisfy HCD requirements to Certify the City's Housing Element	Approved at the May 13th Planning Commission and the June 3rd City Council meeting. 2nd Reading approved on June 17, 2025. June 18, 2025, the signed Ordinance was provided to HCD. On June 25, 2025, received HCD HE certification letter.
94	City of Carson	Carson 2040 General Plan Update, the Housing Element update will be presented to the Planning Commission in January and to the City Council in February to meet the state mandated deadlines	HCD approved. City has completed necessary rezones to address the shortfall of sites to accommodate the Regional Housing Needs Allocation (RHNA). Staff worked with HCD to make necessary revisions to the City's zoning code and obtained the City's Housing Element certification. The implementation of the General Plan and the Housing Element are ongoing
95	City of Carson	Phase 1 Comprehensive Zoning Code Update to implement the General Plan. NOTE: Phase 1 excludes the non-residential portions of the code which will be prepared and presented later as Phase 2	Approved by Planning Commission and City Council
96	City of Carson	Phase 2 Comprehensive Zoning Code Update to implement the General Plan. NOTE: Phase 2 includes non-residential portions of the code	In Progress
97	City of Carson	Refining the Zoning Code - Amend Noise Ordinance and Noise Element for consistency purposes	On February 17, 2026, Approved by the City Council. Planning Commission recommended approval to City Council.
98	City of Carson	Focused sign ordinance amendment proposing to update and clarify on-site, business signage-related code sections.	Under Review. On June 24, 2025, the Planning Commission continued the item.
99	City of Carson	General Plan Amendment to request Safety Element Update in order recognizing the City of Carson Local Hazard Mitigation Plan as approved by the California Governor's Office of Emergency Services (Cal OES) and the Federal Emergency Management Agency (FEMA) and to amend the safety element of the general plan to incorporate the city's 2024 Local	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

Planning Division			
#	**Name**	**Description**	**Status**
		Hazard Mitigation Plan in accordance with Assembly Bill 2140	2, 2025. Approved by Council on September 2, 2025.
100	City of Carson	Urgency Moratorium Carwash	In Progress. City Council approved extension. At the 9/22/26 PC public hearing, item was continued to the next PC meeting 10/13/26.
101	City of Carson	Urgency Moratorium Drive-through Restaurants	In Progress. City Council approved 45-day moratorium. CC Approved Urgency Ord. No. 26-2604U extension request on 3/3/26. On 9/22/26, PC adopted resolution recommending approval to CC for Zone Text Amendment establishing uniform development & operational standards for this use. Scheduled for 10/20/26 CC public hearing.
102	City of Carson	Artificial Turf Ordinance for all residential uses only	In Progress. On 9/22/26, PC adopted resolution recommending approval to CC for Zone Text Amendment establishing uniform development & operational standards for this use. Scheduled for 10/20/26 CC public hearing
103	City of Carson	Proposed amendment allowing administrative approval of tract and parcel maps for condominium purposes (Subdivision Ordinance)	Presented to the Planning Commission (PC) 2/25/25, PC approved recommendation for City Council adoption, Continued by City Council. On June 17, 2025, Ordinance Second Reading approved by City Council
104	City of Carson	Zone Text Amendment to consider approving various amendments to the text of the City's Zoning Ordinance related to the Community Development Director approval authority and requirements and City Council review procedures	June 10, 2025, Planning Commission recommended approval; Ordinances presented to the City Council on July 1, 2025. Second Reading approved by City Council
105	City of Carson	Consider approval of Resolution regarding authority for certain Density Bonus applications to the City's Community Development Director with the concurrence of the City Manager	June 10, 2025, Planning Commission approved Resolution No. 2889 and ratified adoption and execution of the PC Resolution with the corrected title as a Consent item on June 24, 2025.

Planning Division			
#	**Name**	**Description**	**Status**
106	City of Carson	Prohibition of storage of hazardous materials	Completed. Matter including new buildings in industrial zone over 5,000 square feet requiring a CUP held at April 5th City Council meeting, continued off calendar by City Council Subcommittee has met with the business community and has obtained their input Approved by City Council. Staff notified over 2,000 business that are potentially affected by the ordinance and would require submittal of an application for Director's Permit. Staff received applications from businesses. Next step is to issue an RFP to hire an inspection consultant. RFP prep complete, staff working with City Attorney's office
107	City of Carson	Short Term Rentals	A subcommittee meeting was held, and Subcommittee provided direction to staff. Public Safety lead. City Attorney's office will be drafting the ordinance.

COMMUNITY & ECONOMIC DEVELOPMENT
PROJECT STATUS REPORT
October 10, 2026

CITY COUNCIL

Real Property Services Division

Effective July 1, 2026, the former Special Projects Division within the Community & Economic Development Department and the Housing Division within the City Manager's Office were consolidated into the newly established Real Property Services Division under the Community & Economic Development Department.

The Real Property Services Division advances City priorities through housing implementation, redevelopment initiatives, public-private partnerships, grant-funded projects, and innovative financing tools that support Carson's long-term economic, environmental, and community development goals. Below is the status of report for the Division's projects.

Real Property & Development (Publicly Owned Properties)			
#	**Subject**	**Description**	**Status**
1 D2	20280 S. Main Street (Main & Torrance)	Ongoing pre-development activities to facilitate future affordable housing development.	Environmental due diligence is underway to evaluate feasibility of future affordable housing development; Phase 2 Environmental Assessments are in progress with sampling taken at the end of June 2026.
2 D2	526 W. Carson & 21704 S. Figueroa (Carson & Figueroa)	Ongoing pre-development activities to facilitate future affordable housing development.	Environmental Site Assessment work underway to determine viability of future affordable housing development; Workplan submitted 06/04 and approved 07/20.
3 D4	24205 S. Avalon (Former Domenick's Pizza)	Acquired property for affordable housing for Veterans.	The property has been secured and boarded to deter unauthorized access and encampments, and the locks have been replaced. Due to the age of the building, lead-based paint and asbestos inspections are required before demolition can proceed. Bid requests for the necessary environmental services, including the asbestos inspection, have been issued.
4 D4	Cell Tower Foisia Park Lease	Existing cell tower lease on park property.	Staff periodically review proposals from telecommunications providers related to lease extensions, easements, and potential new tower installations.
5 D3	Friendship Mini Park Site Expansion	Successfully was awarded $1.43 Million from LA County Regional Park and Open Space District (RPOSD)	The City and Marathon met on 7/23 to discuss to purchase the former BP Arco site for expansion for Friendship Mini Park. On 8/17, Marathon stated that it no longer wishes to sell the site to the City.
6 D2	Reflection's Mini Park	Passive mini-park consisting of 19,000 sq. ft. adjacent to a proposed residential project at 21135 (1/2) Bolsa Avenue.	As the first step in the disposition process, the City declared the property exempt surplus on July 21.
Brownfield/ Environmental Site Assessment & Remediation (Privately Owned Properties, Grant Funded)			

#	Subject	Description	Status
1 D2	Sywest Development – 20151 S. Main Street	Site assessment to determine lateral extent of former landfill for redevelopment purposes.	Council previously approved a License Agreement for access to LADWP property. Revised boring locations were approved due to conflicts with existing pipelines, with field work rescheduled for August 12-13 and completed.
2 D1	Alma Backyard Farms – 17505 S. Main Street	Proposed urban farm by community-based non-profit group providing fresh produce, educational programs, workforce training, and healthy food access.	With City support for site selection and environmental due diligence, Alma Backyard Farms acquired a Carson site for a new urban farm. Site design is underway and includes a learning lab, teaching kitchen, raised beds, farm stands, and community spaces. The applicant has been referred to Planning Division for formal review.
3 D1	Victoria Park Plaza (Chinollo's Plaza) – 18409 S. Avalon	Dry Cleaner property created groundwater contamination. City assessing extent of contamination.	Sampling and Analysis Plan submitted to EPA for review. Once approved, monitoring well development to commence.
4 D2	Former Burgeno Drums Property – 229 W. Francisco Street	City assisting with environmental assessment and marketing of long-vacant "Burgeno Drums" parcel to attract prospective buyers.	Phase I Environmental Assessment finalized. Phase II recommended and to begin in the upcoming weeks.
5 D1	404 E. Carson	The site contains a vacant community-serving building and is planned for mixed-use redevelopment with housing and commercial space.	A Phase I Environmental Assessment was completed using EPA grant funds for the property owner, and the site was determined to be suitable for redevelopment.
Commercial Façade Improvement Program (City funded, Owner Match) – Intradepartmental: Real Property (funding & administration), Planning (expedited entitlement review), Economic Development (referrals & admin. support)			
#	**Subject**	**Description**	**Status**
1 D1	Victoria Park Plaza	Prospective Façade Loan Applicant & Round 1 Grant Applicant	Staff is coordinating with the property owner and contractor to begin construction for CJ Wing's Round 1 Façade Improvement Program grant. Construction is anticipated to start in late August. Staff is awaiting the remaining documentation to process the loan for the plaza-wide remodel.
2 D4	Walmart Plaza	Prospective Façade Loan Applicant	Multiple outreach attempts to the property owner regarding façade loan program participation have received no response.
3 D1	302 E. Carson street	Awarded Round 1 Grant Applicant	Funding agreement fully executed; planning approval and building permits obtained. Requested submission of DAS-140 forms prior to commencement of onsite work to ensure compliance with applicable apprenticeship requirements.

4 D3	East Carson Plaza 1329 to 1347 E. Carson Street	Awarded Round 2 Grant Applicant	Funding Agreement fully executed. The City's architect is drafting of architectural plans, the Admin-DOR application will be submitted after.
5 D1	219th and Avalon	Awarded Round 2 Grant Applicant	The applicant is currently out of the country. Upon return, staff will work with owner to continue moving the project forward.
6 D2	Ding Tea, 114 W. Carson Street	Awarded Round 2 Grant Applicant	Awarded applicants are replacing storefront doors. Staff is obtaining required insurance.
7 D3	East Carson Corridor	Awarded Grant Applicants (No-match required)	Staff have received signed funding agreements from six of the thirteen properties with many more scheduled for signature in the coming weeks. There are 13 properties in this corridor eligible for funding. Once agreements are fully executed and all insurance is received, the contractor can commence construction.
8 D4	Ralphs Plaza	Potential Applicant	Staff met with a potential applicant on June 17 to review program requirements. The applicant is developing a project scope for inclusion with the application submittal.
Strategic Initiatives, Project Funding & Infrastructure Financing			
#	**Subject**	**Description**	**Status**
1	City of Carson - Comprehensive CD Fee Study	Study to analyze various development-based fees including: (1) Development Impact Fees; (2) Community Benefits (3) Inclusionary Housing, In-Lieu Fees, Commercial & Industrial Linkage Fees, and (4) Community Facilities Districts or other Alternative Funding Mechanisms.	Consulting team have completed draft analysis of each proposed fee programs. The draft has been circulated to departmental staff for internal review, including Planning Division staff. A meeting to discuss with stakeholders including BIA and developers is being scheduled for August 31st at 3PM via Microsoft teams.
2	Transformative Climate Communities (TCC)	Grant initiative funded by the Strategic Growth Council to support climate-resilient, community-driven projects that bring environmental, economic, and public health benefits to disadvantaged communities, with a core goal of reducing GHG emissions.	Currently in the grant application phase. A pre-proposal has been submitted, and the final application is due September 30. The application and project list are currently being developed in collaboration with various co-applicants and partners. This effort is/will be presented to Planning Commission, Brownfield Advisory Committee, and the Economic Development Commission.
3	Regional Waterboard Petroleum Underground Storage Tank Grant Program	Orphan Site Cleanup Fund grant application for Housing Authority parcels at 526 W. Carson & 21704 S. Figueroa.	The City will soon apply for additional funding cleanup funds for the Housing Authority parcels. A draft application is completed.

4	State Water Board Site Cleanup Subaccount Program (SCAP)	Grant program for environmental assessment and cleanup of contaminated properties.	The City assisted the owner of Victoria Park Plaza with a grant application to secure funding for environmental cleanup related to historic dry-cleaner contamination on the site.
5	EPA Community Wide Assessment (CWA)	Provides funding to assess multiple properties across the city to better understand environmental conditions and support redevelopment efforts.	Awarded in 2024, the grant currently funds environmental assessments for 7 sites. Assessments for 2 of these sites are complete and the properties are ready for reuse.
6	EPA Revolving Loan Fund	Provides low-interest loans and subgrants for environmental cleanups and infrastructure.	Awarded in 2025. A consultant has been procured to provide grant management and technical support services.
7	EPA Brownfield Job Training Grant (BFJT)	Expands local workforce opportunities by providing training for residents pursuing environmental careers. Training is conducted in partnership with the South Bay Workforce Investment Board.	Awarded in 2026 – the SBWIB subaward agreement has been approved by Council on 7/21.
8	DTSC Equitable Community Revitalization Grant (ECRG) – Site Specific Investigations	The ECRG site-specific grant focuses on individual properties with known or suspected environmental issues, providing funding to investigate and determine cleanup needs.	Awarded for the Sywest site in Rounds 1 and 2, with an additional award in Round 2 for the Carson & Figueroa site. Phase 2 environmental assessments are currently ongoing for these properties. City Council item scheduled on September 1 budget to accept and appropriate an additional $375,000 in DTSC Equitable Community Revitalization Grant (ECRG) funds for continued environmental site investigation at the Housing Authority parcels at 526 W. Carson St. & 21704 S. Figueroa
9	DTSC Equitable Community Revitalization Grant (ECRG) – Community Wide Assessments (CWA)	The ECRG CWA grant supports a broader, citywide approach, funding assessments across multiple sites and enabling community engagement and outreach efforts related to brownfield redevelopment such as the Story Map and Fellowship development.	Awarded for 5 sites in Round 2 with environmental assessments underway.
10	DTSC Community Wide Assessment Grant (CWAG)	A US EPA funded grant award to DTSC to conduct environmental assessments for sites throughout the state.	On 4/20, staff submitted four Carson sites for funding consideration under the DTSC Community-Wide Assessment Grant. On 8/5, DTSC awarded two sites (Sywest) and (Alma Backyard) for funding; Details forthcoming.

11	Brownfield Fellowship	The City of Carson launched its first Brownfield Fellowship Program in collaboration with CSUDH's Office of Sustainability to give students exposure to environmental remediation and land-reuse concepts through expert-led lectures. Funded by DTSC ECRG community wide assessment grant.	Fellows created a "Perfect Pitch" for a potential brownfield redevelopment project in Carson, outlining site history, cleanup needs, reuse concepts, funding options, community engagement, and an implementation timeline. They presented their proposals at CSUDH's Earth Day event, where the top three were selected.
12	Brownfield Story Map & Video	Funded by the DTSC ECRG CWA grant, this project will produce a public-facing story map highlighting the City's brownfield program, its grant initiatives, and redevelopment success stories. The story map and accompanying video are being developed in collaboration with CSUDH.	The project is in its final design phase and is expected to be completed in August 2026, with publication on the City's brownfield website shortly thereafter.
13	Grow America - Grow Carson Fund / Brownfield RLF	Under Grow America, this program provides access to capital for eligible businesses while Grow America administers all underwriting, loan servicing, and program management. Grow America also provides technical assistance to the US EPA for the Brownfield Revolving Loan Fund.	Staff is working with Grow America to explore reestablishing the Grow Carson Fund, a small business loan program that leverages City funding to expand access to financing for Carson businesses. This effort will be coordinated between the Real Property Services and Economic Development Divisions. Staff is also engaging Grow America regarding potential opportunities related to the City's Brownfield Revolving Loan Fund, leveraging Grow America's role as a technical advisor to the U.S. EPA.
14	SCIP / BOLD Programs	These financing programs provide developers with access to tax-exempt bond financing to fund eligible public infrastructure and development impact fees through Community Facilities Districts without reducing or waiving City fees.	Staff is coordinating with developers to evaluate potential participation in the SCIP/BOLD financing programs, which would allow eligible development impact fees to be financed through annexation into a Community Facilities District.
15	Opportunity Zone 2.0 Evaluation	A proposed federal economic development initiative that would expand and update the Opportunity Zone program to encourage private investment and job creation in designated low-income communities through targeted tax incentives.	Real Property Services evaluated the eligibility of Carson's census tracts for Opportunity Zone designation and determined that none of the City's census tracts are eligible.

16	FY 26-27 CIP & DIF Reallocation	Amends the FY 2026–27 budget to reallocate $4.0M in General Fund appropriations among CIP projects (Traffic Signal Upgrades, Bike Lane/Median Mods, new CD special projects account), and appropriates $8.699M from the DIF Fund (289) balance to backfill Mills Park projects and fund related CIP needs (Carriage Crest Park, Community Center Courtyard/Parking Lot	Staff report and resolution scheduled for Council adoption at the September 15, 2026 meeting (Consent). No net General Fund impact.
Oil & Gas (Good Neighbor Provision & Pipeline Franchise)			
#	**Subject**	**Description**	**Status**
1	Cooper & Brain Carson	Audit of facilities complete on October 27, 2025.	Annual Audit of Oil and Gas Operations. Draft facility audit reports have been completed. Final reports will be presented to the City Council at a future meeting.
2	Bridgeland Bishop Lease Dominguez Facility	Audit of facilities complete on March 26, 2026.	
3	E&B Natural Resources	Audit of facilities complete on October 27, 2025.	
4	Bridge Point Carson	Audit of facilities complete on October 27, 2025.	
5	Brea Canon	All oil wells have been abandoned. No additional audits will be conducted for this site.	N/A
6	Pipeline Franchise Ordinance	Update to pipeline franchise ordinance to modernize provisions and update fees and rates.	Ordinance was adopted on February 17. Administration duties remain in Finance / Public Works.
Mobile Home Rent Control (Park owner request for rent increase)			
#	**Subject**	**Description**	**Status**
1	Carson Harbor Village	Fair Return Rent Application	In Progress. Mobilehome Rental Review Board (MRRB) meeting scheduled for July 29 to consider update. Meeting postponed due to lack of quorum. To be continued to a date TBD.
2	Park Avalon	CPI Rent Increase Application	Owner submitted 1/6/2026. Approved 3/26.
3	Carson Gardens	CPI Rent Increase Application	Owner submitted 1/29/2026. Approved 2/23.
4	Laco	CPI Rent Increase Application	Owner submitted 1/29/2026. Approved 2/23.
5	Colony Cove	CPI Rent Increase Application	Owner submitted 4/6/2026. Approved 4/14.
6	Shangri Lodge	CPI Rent Increase Application	Owner submitted 4/16/2026. Approved 4/16.
7	Rancho Dominguez	CPI Rent Increase Application	Owner submitted 4/20/2026. Approved 4/21.
8	Flamingo Gardens	CPI Rent Increase Application	Owner submitted 4/29/2026. Approved 4/30.
9	Ocean Villa	CPI Rent Increase Application	Owner submitted 7/13. Approved 7/13.
10	Park Villa MHE	CPI Rent Increase Application	Owner submitted 08/13. In review.
Former Housing Division			
#	**Subject**	**Description**	**Status**

1	Organizational Change	Housing Division Transition to Real Property Services	Community & Economic Development Department and City Manager's Office have been coordinating a successful transition for Housing Division back to Department under Real Property Services Division effective July 1
2	Section 8	The City has contracted with Avant-Garde to develop a feasibility study to determine whether the City of Carson is eligible to administer the Housing Choice Voucher Program.	On June 23, 2026, a follow-up letter from Mayor Davis-Holmes was sent to Acting Director Alison E. Bell at HUD requesting a written response to the City's request to administer the Housing Choice Voucher Program.
3	Neighborhood Pride Program	The Neighborhood Pride Program offers grants to low- and moderate-income homeowners to help create decent, safe, and sanitary housing conditions.	15 projects in the pipeline from bid to construction phase, with 10 new applications currently under review. 206 residents on the waiting list
4	First Time Homebuyers Program	PLHA funds in the amount of $1,337,441 is available for the First-Time Homebuyer Program.	Draft program guidelines have been reviewed by the City Attorney's Office, HCD, and staff. The guidelines are currently under review by the Community Development Director and Real Property Services Manager. Final review by the Housing Ad Hoc Committee is needed before final approval by City Council. Staff has received approval by HCD to request funding to be re-allocated for the FTHB Program.
5	Foreclosure Registration Program	Real Property Services manages the registration of properties currently in the foreclosure process.	As of August 2026, there are 55 registered foreclosure properties citywide: District 1, 20 properties; District 2, 14 properties; District 3, 10 properties; and District 4, 11 properties.
6	CDBG Subrecipient – Public Service Agencies	Administers CDBG-funded public service programs through eligible subrecipients, including agreements, compliance, reimbursements, monitoring, reporting, and future funding in accordance with HUD requirements.	CDBG Programs (Neighborhood Pride Program (NPP), Fair Housing – Housing Rights Center, Boys & Girls Club of Carson, Venice family Clinic, Office of Samoan Affairs, Program Administration) were manually entered in IDIS for 2026-2027 fiscal year.
7	H.R. 6644	21st Century ROAD to Housing Act - federal housing law intended to increase the nation's housing supply, reduce barriers to development, modernize HUD programs, and expand financing options for affordable housing	Staff is reviewing the potential impacts of this legislation on the City of Carson. The bill may affect housing production, Community Development Block Grant (CDBG) programs, HUD programs, and affordable housing financing.
Carson Entities Administration (Successor Agency, Housing Authority, EIFD Public Financing Authority)			

#	Subject	Description	Status
1	Carson Enhanced Infrastructure Financing District (EIFD)	Formed tax increment entity in partnership with County to fund affordable housing, environmental remediation, and public infrastructure.	Annual Meeting was held on June 15. County is working with City on obtaining EIFD funds to pay for community engagement and pre-planning activities on Victoria Golf Course Site for $500k. An amendment to the Infrastructure Financing Plan is required. A meeting will be scheduled for fall for approval.
2	Carson Successor Agency	Administration functions of the former Carson Redevelopment Agency	The Department of Finance approved the 2026-2027 ROPS in April 2026. The next major Successor Agency administrative requirement is submission of the Prior Period Adjustment Expenditure Report to DOF by October 1.
3	Carson Housing Authority	Administration functions of the Housing Authority (and Housing Successor of former Carson Redevelopment Agency)	A housing authority annual report must be filed with HCD by October 1.

CITY OF CARSON

PUBLIC WORKS DEPARTMENT
18620 S. Broadway, Carson CA 90248

September 2026
Monthly Report

Dr. Arlington Rodgers Jr., Director

The Public Works Department is comprised of three divisions: Administration, Engineering, and Operations. The Department maintains a total area of nineteen (19) square miles of streets which also includes maintaining twelve (12) park building facilities, two (2) aquatic centers, two (2) pools, a sports complex, and a boxing and weightlifting center, Carson Event Center, City Hall, and Corporate Yard. The Public Works staff is comprised of 116 positions with 103 full-time regular employees and 13 part-time employees. The Public Works team collaborates both internally and externally to accomplish projects that enrich the quality of life for Carson's residents and visitors.

ENGINEERING DIVISION

The Engineering Division provides the technical foundation for a modern Public Works Department, and its primary responsibility is to assist the Administration and Operations & Maintenance Divisions with project management and specialized design and construction skills. The Engineering Division determines which studies are needed to advise the department on deficiencies, regulatory requirements, compliance with applicable local, state, and federal laws, cost effectiveness, prudent approaches, and strategic plans. These activities inform executive management and the City Council in determining project priorities.

Street Improvements

- PW675: SEPULVEDA BRIDGE WIDENING FROM ALAMEDA TO EAST CITY LIMIT
    - Location: Sepulveda Blvd. from Alameda to East City Limit
    - Description: The project involves the widening and improvement of the roadway and bridge along Sepulveda Boulevard to provide three lanes of traffic in both directions, construction of new sidewalk, relocation of existing electrical poles, and the modification of the existing traffic signal.
    - Budget: $12,000,000.00
    - Current Phase: FINAL DESIGN
        - Status as of February 19, 2026: Pre-construction activities with the contractor, submittal review and utility coordination.
        - Status as of March 19, 2026: Submittal review and approval
        - Status as of April 23, 2026: Construction is underway. Traffic control is in place, and the contractor is demolishing the site.
        - Status as of May 21, 2026:
        - Status as of June 25, 2026: The contractor is working on removing the contaminated soils on the southwest segment of the project
        - Status as of July 23, 2026**:** Contractor continues to work on removal of contaminated soil and roadway work.
        - **Status as of August 31,2026**: SCE is currently relocating lines for the shoofly for construction
        - **Status as of September 30, 2026:** Contractor is working on the Pad design with Marathon Oil for the Crane, Utility relocation and Soil Removal

- PW1536: BUS AMENITY AND WAYFINDING PROJECT
    - Location: Various locations throughout the city

- Description: Installation of monument signs, bike racks, and wayfinding signs.
- Budget: $852,859.00
- Status: Initial scope of work completed; preparing for additional work
- Status as of January 22, 2026: The team met with Metro on January 20, 2026; to discuss grant status, follow-up meeting is scheduled for January 22, 2026.
- Status as of February 19, 2026: Submitted a Project Closeout Plan to MTA on January 28, 2026, to close out this project.
- Status as of March 19, 2026: Continuing to work with MTA to close the project out.
- Status as of April 23, 2026: No update
- Status as of June 25, 2026:
- Status as of July 23, 2026:
- Status as of August 31, 2026: No update
- Status of September 30, 2026: No update

- <u>PW1823: WAYFINDING SIGNS – PLANNING AND DESIGN CONCEPT ONLY</u>
  - Location: Citywide
  - Description: Comprehensive Signage Plan – Planning and Design Concepts Only
  - Budget: $23,500.00
  - Consultant: Graphic Solutions
  - Schedule: 3 Months
  - Contract: 25-282
  - Purchase Order FY 25/26: 22061283
  - Status as of December 17, 2025: Received proposal from Graphic Solutions on November 26, 2025. Certificate of Insurance was approved on December 9, 2025. Agreement was drafted by the City Attorney's office and signed by Graphic Solutions on December 11, 2025. Agreement was signed by City Attorney and the Public Works Director on December 17, 2025. Contract is pending signature from City Clerk and generation of a purchase order.
  - Status as of January 22, 2026: Project kick-off meeting was held on January 14, 2026. First deliverable item is expected the first week of February 2026.
  - Status as of February 19, 2026: A meeting took place on Thursday, January 29, 2026, with Graphic Solutions and the City of Carson stakeholders to review first conceptual drawing package. A second deliverable from Graphic Solutions is expected by the end of February 2026. Planning phase with Graphic Solutions is expected to be complete by March 2026.
  - Status as of March 19, 2026: Vendor: "Graphic Solutions" has failed to submit final deliverables. 3-month project schedule ends on March 22,2026. Staff has requested a recovery schedule from vendor.
  - Status as of April 23, 2026: The recovery schedule from Graphic Solutions shows the final comprehensive signage plan to be submitted to the City by April 24, 2026. Staff has not received final comprehensive signage plan from Graphic Solutions.
  - Status as of May 21, 2026:
  - Status as of June 25, 2026:
  - **Status as of July 23, 2026:**

- <u>PW1608: MLK JR. STREET/ROAD IMPROVEMENTS</u>
  - Status as of February 20, 2025: Going to City Council on March 4, 2025, for approval of CEQA and authorization to go out to bid.
  - Status as of March 20, 2025: Council approved PSE and recording a "Notice of Exemption" with the LA County Clerk and the State Clearing House on March 4, City Council Meeting.

- Status as of April 21, 2025: Awaiting report from consultant on the report for the GPR testing.
- Status as of May 22, 2025: Additional soil testing performed over the landfill area on the western part of project between Main Street and the bridge.
- Status as of June 18, 2025: Consultant is preparing a schedule for designs next steps, to adjust the design to incorporate landfill areas.
- Status as of July 24, 2025: Design consultant is requesting additional funding for hydrology study and design of storm drains.
- Status as of August 20, 2025: Tait is now working on re-design of road, survey this month. Final plans are due October 6, 2025.
- Status as of September 18, 2025: No update
- Status as of October 23, 2025: On schedule to open bids mid-November.
- Status as of November 20, 2025: Project is out for bids.
- Status as of December 17, 2025: Bid opening is currently scheduled for January 5, 2026.
- Status as of January 22, 2026: Lowest Responsible Bidder: RJ Noble at $4.9 Million.
- Status as of February 19, 2026: Seeking to identify funding for project.
- Status as of March 19, 2026: Continuing to pursue funding for the project.
- Status as of May 21, 2026:
- Status as of June 25, 2026: Funding has been identified. Staff report is set for second meeting in July for Council approval.
- Status as of July 23, 2026**:** NOI was released and Staff Report for Award of Contract to RJ Noble has been created for the August 4, 2026, City Council Meeting.
- **Status as of August 31, 2026**: contracts being routed for signature
- **Status as of September 30, 2026:** PO has been issued, asking contractor for submittals and schedule.

- <u>PW1655: CARSON ST. REHABILITATION PROJECT</u>
  - Location: Carson Street from Recreation Rd. to Santa Fe Ave.
  - Description: The length of this corridor is 2.2 miles, and the project includes concrete reconstruction, tree removal and replacement, asphalt concrete pavement overlay, repair of damaged sidewalks, driveway approaches, curbs and gutters, and access ramps.
  - Budget: $2,799,100.00
  - Status: COMPLETION AND CLOSEOUT
    - Status as of February 20, 2025: Working on design for left-turn pocket repairs.
    - Status as of March 20, 2025: No update
    - Status as of April 21, 2025: Working on design for left-turn pocket repairs.
    - Status as of May 22, 2025: Left turn repairs 50% design received on May 9, 2025.
    - Status as of June 18, 2025: No update
    - Status as of July 24, 2025: No update
    - Status as of August 20, 2025: No update
    - Status as of September 18, 2025: No update
    - Status as of October 23, 2025: Contractor is scheduled to complete repairs during the second week of December.
    - Status as of November 20, 2025: No update
    - Status as of December 17, 2025: No update
    - Status as of January 22, 2026: No update
    - Status as of February 19, 2026: Pending completion of repairs.
    - Status as of May 21, 2026:
    - Status as of June 25, 2026:

- **Status as of July 23, 2026: Project complete**

- PW1687: CARSON ST. INTELLIGENT TRANSPORTATION SYSTEM
  - Location: Carson St. from 405 Fwy to Figueroa Street
  - Description: The project involves the installation of CCTV cameras and appurtenant hardware at ten (10) intersections along Carson Street, connecting these to existing fiber optic cable, and tying the existing fiber optic cable into City Hall. The project will also include the establishment of a Traffic Management Center in City Hall for the purposes of traffic signal synchronization, traffic management, surveillance, and traffic monitoring.
  - Budget: $700,000.00
  - Status as of March 20, 2025: No update
  - Status as of April 21, 2025: No update
  - Status as of May 22, 2025: No update
  - Status as of June 18, 2025**:** No update
  - Status as of July 24, 2025: No update
  - Status as of August 20, 2025: 90% PS&E package being reviewed by staff. Equipment to be ordered ahead of construction utilizing Prop C funds.
  - Status as of September 18, 2025: Award of contract for equipment order tentatively scheduled to go to City Council on September 30, 2025.
  - Status as of October 23, 2025: Award of the contract for equipment order was approved by City Council on September 30, 2025. Staff working to place the order.
  - Status as of November 20, 2025: Equipment order expected to arrive by November 20, 2025. Consultant working to address revisions on final PS&E package.
  - Status as of December 17, 2025: No update
  - Status as of January 22, 2026: No update
  - Status as of February 19, 2026: Consultant performing final review of PS&E package, FA amendment approved by City Council on February 17, 2026.
  - Status as of March 19, 2026: City to conduct final review of plans and sign.
  - Status as of April 23, 2026: Completed final review. Consultant is finalizing PS&E package.
  - Status as of June 25, 2026: Coordinating with IT on specifications
  - Status as of July 23, 2026: No update
  - Status as of August 31, 2026: No update
  - **Status as of September 30, 2026:** Finalizing equipment specifications.

- PW1765: LOMITA BLVD
  - Status as of February 19, 2026: Issuing task order for potholing and storm water design work.
  - Status as of March 19, 2026: Consultant is doing geotechnical and utility investigation.
  - Status as of April 23, 2026**:** Consultant is reviewing the geotechnical and utility data.
  - Status as of May 21, 2026:
  - Status as of June 25, 2026: The designer is finishing up the design of the storm drain and confirming the Utility locations
  - Status as of July 23, 2026**:** The designer continues to work on the design of storm drainage system.
  - **Status as of August 31, 2026**: Consultant is working on the storm drain design for the project.
  - **Status as of September 30, 2026:** Consultant is finalizing the Temporary storm water drainage fix.

- PW1775: 213TH ST. STREET LIGHTS
  - Location: East 213th Street between Chico Ave and Wilmington Blvd
  - Description: Installation of streetlights
  - Budget: $800,000
  - Status: DESIGN PROCUREMENT
    - Status as of January 16, 2025**:** County still reviewing. SCE will need to do major work to install these streetlights, so they are requesting a meeting with City staff about potentially putting in aerial cable instead of an underground to complete the project faster.
    - Status as of February 20, 2025: No update
    - Status as of March 20, 2025: Waiting for draft SCE design.
    - Status as of April 21, 2025: SCE committed to providing a draft service design this month.
    - Status as of May 22, 2025: LA County reviewing plans.
    - Status as of June 18, 2025: No update
    - Status as of July 24, 2025: No update
    - Status as of August 20, 2025: No update
    - Status as of September 18, 2025: No update
    - Status as of October 23, 2025: No update
    - Status as of November 20, 2025: No update
    - Status as of December 17, 2025: No update
    - Status as of January 22, 2026: No update
    - Status as of March 19, 2026: SCE provided an update stating they anticipate completing the lighting plan by June 2026.
    - Status as of June 25, 2026:
    - Status as of July 23, 2026:
    - Status as of August 31, 2026: No update, plans still with SCE
    - Status as of September 30, 2026: No update

- PW1779: WALNUT AVENUE (AVALON TO BILLINGS)
  - Status as of March 20, 2025: No update
  - Status as of April 21, 2025: No update
  - Status as of May 22, 2025: No update
  - Status as of June 18, 2025: No update
  - Status as of July 24, 2025: No update
  - Status as of August 20, 2025: No update
  - Status as of September 18, 2025: No update
  - Status as of October 23, 2025:
  - Status as of November 20, 2025: No update
  - Status as of December 17, 2025: No update
  - Status as of January 22, 2026: No update
  - Status as of June 25, 2026:
  - **Status as of July 23, 2026:**

- PW1780: VICTORIA TRANSIT CENTER
  - Location: Victoria Street near Tamcliff Avenue
  - Design and construction of a new transit center adjacent to CSUDH.

- Budget: $3,525,000
- Status as of February 19, 2026: Consultant submitted design documents for review by staff. Staff report for naming transit center anticipated to go to City Council in March 2026.
- Status as of March 19, 2026: Staff reviewed design documents and submitted comments back to the design consultant.
- Status as of April 23, 2026: Consultant working on utility plan with CSUDH staff.
- Status as of May 21, 2026**:** Consultant is finalizing the utility plan and beginning to work with CSUDH coordinating the work for the Mobility Hub. Staff are reviewing traffic study.
- Status as of June 25, 2026:
- Status as of July 23, 2026:
- Status as of August 31, 2026: NTP issued August 4, 2026 to proceed with offsite design. Consultant coordinating with CSUDH on mobility hub elements.
- Status as of September 30, 2026: Consultant continuing design and coordination with CSUDH. Staff working with CSUDH on funding agreement amendment to include CSUDH's mobility hub scope.

- <u>PW1785: BICYCLE MASTER PLAN UPDATE</u>
  - Location: City-wide
  - Description: Update City Bicycle Master Plan
  - Budget: $897,000
  - Status: PRE-DESIGN
  - Status as of March 20, 2025: Contract services agreement for Toole Design Group approved by City Council on March 18, 2025.
  - Status as of February 19, 2026: Planning project ongoing. After first period of outreach, consultant's focus is now on conceptual design development and policy development.
  - Status as of March 19, 2026: Staff is reviewing design deliverables; staff coordinating internal stakeholder engagement meeting for late April.
  - Status as of April 23, 2026: Internal stakeholder engagement meeting took place on April 20, 2026. Concept development is ongoing. Planning for the second public engagement phase.
  - Status as of May 21, 2026: Internal stakeholder meetings with Public Safety and Community Development were held on May 12, 2026. Concept development and outreach planning ongoing.
  - Status as of June 25, 2026:
  - Status as of July 23, 2026:
  - Status as of August 31, 2026: Staff reviewed and provided comments on the Administrative Draft of the Bicycle Action Plan. The second and final phase of engagement has begun, to solicit feedback on project concepts.
  - Status as of September 30, 2026: Project team completed the second phase of engagement. Project team continues to refine street concepts.

- <u>PW1753: UNIVERSITY DRIVE STREET IMPROVEMENT – AVALON TO WILMINGTON FEDERAL PROJECT NO. STPL-5403(033)</u>
  - Status as of February 19, 2026: Request for Authorization for Construction was submitted to Caltrans on February 17, 2026.
  - Status as of March 19, 2026: Staff is working on finalizing right-of-way certification. Right-of-way approval is pending utility agreements.
  - Status as of April 23, 2026: Staff received comments from Caltrans regarding the Request for Authorization/Preliminary Environmental Study on April 20, 2026. Staff is reviewing comments and will resubmit application week of April 27, 2026.

- **Status as of August 31, 2026:** Bids closed on Monday August 24,2026. A "Notice of Intent to Award" was sent to R.J. Noble on Wednesday August 26,2026. Engineering staff will be recommending to award a construction contract to R.J. Noble at the October 6,2026 Council Meeting. Estimated construction start date is October 2026/November 2026. Estimated construction completion date is March 2027.
- **Status as of September 30, 2026:** Staff will recommend awarding a Construction Contract to R.J. Noble on the October 6,2026 council meeting.

- PW1757: MAIN STREET – 228TH TO LOMITA
  - Location: Main Street from 228th Street to Lomita Boulevard
  - Description: The project includes concrete reconstruction, tree removal and replacement, asphalt concrete pavement overlay, repair of damaged sidewalks, driveway approaches, curbs and gutters, and access ramps.
  - Budget: $2,100,000
  - Status: DESIGN
  - **Status as of July 23, 2026:**

- PW1801: MEDIAN STREETSCAPE – CIVIC CORRIDOR, ALONG CARSON STREET (From the I-405 Freeway to Grace Avenue) and Avalon Boulevard (From 220th Street to I-405 Freeway, and from Del Amo Boulevard to the SR-91 Freeway)
  - Location: Carson Street and Avalon Boulevard
  - Description: Irrigation upgrades, landscaping upgrades in City medians
  - Budget: $2,000,000
  - Status: DESIGN COMPLETE
  - Status as of February 19, 2026: Funding anticipated to be secured for current fiscal year. Consultant working to address revisions to PS&E package.
  - Status as of March 19, 2026: Staff has reviewed PS&E package and requested final changes from the consultant. Advertisement for construction is anticipated for next week.
  - Status as of April 23, 2026: Project was advertised on March 26, 2026. Bid opening is anticipated for May 4, 2026.
  - Status as of May 21, 2026:
  - Status as of June 25, 2026: The plans were submitted to LADWP. As requested, the bid opening date was extended by an additional two weeks, to July 7, 2026.
  - **Status as of July 23, 2026:**
  - **Status as of August 31, 2026:** Evaluation of the bids is underway. Staff report to reject all bids and staff report to award the contract have been sent to Gilbert and admin staff.
  - **Status as of September 30, 2026: Finance was given direction to send the NOI to award contract.**

Traffic Signal Improvements

- PW1612: TRAFFIC SIGNAL INSTALLATION – BROADWAY AND GRIFFITH
  - Location: Intersection of Broadway and Griffith Street
  - Description: Installation of new traffic signal
  - Budget: $600,000
  - Status: DESIGN
  - Status as of January 22, 2026: City returned comments to consultant on the 60% plans; consultant is working to address comments.

- Status as of May 21, 2026: Consultant is working on 90% plans.
- Status as of June 25, 2026:
- Status as of July 23, 2026: SCE working on electrical plans. Staff has reached out to the property owners at 18800 Broadway about recording an easement or dedication.
- Status as of September 30, 2026: Work ongoing with SCE and with property owners regarding securing an easement.

- PW1647: I-110 FREEWAY ARTERIAL IMPROVEMENTS
  - Location: Del Amo Blvd at Vermont Ave; Del Amo Blvd at Figueroa St; Del Amo Blvd at Main St; Hamilton Ave at I-110 SB on/off-ramps; Figueroa St at I-110 NB on/off ramps; Figueroa St at Torrance Blvd; Main St at Torrance Blvd; Carson St at Vermont Ave; Carson St at Figueroa St; and Avalon Blvd at Carson St
  - Description: Traffic Signal Improvement at 6 intersections near I-110 /FOLA with Metro Express lanes Net Toll Revenue Reinvestment Grant
  - Budget: $3,520,000 = $1,760,000 (Grant Fund) + $1,760,000 (Local Fund)
  - Status: DESIGN
  - Status as of January 16, 2025: A meeting was held with the designers and LA County to discuss the LA County traffic signal included in this scope. Staff working to reply to the designer's data request.
  - Status as of February 19, 2026: City submitted revised Scope of Work Change Request to MTA on January 28, 2026, for their review.
  - Status as of March 19, 2026: MTA confirmed that Scope of Work Change Request is being reviewed.
  - Status as of June 25, 2026:
  - Status as of July 23, 2026:
  - Status as of August 31, 2026: As requested by Metro, Staff resubmitted the Scope of Work Change Request on July 30, 2026.
  - **Status as of September 30, 2026:** Awaiting Metro's response on Scope of Work Change Request.

- PW1649: HSIP H8-07-003 TRAFFIC SIGNAL UPGRADE
  - Location: Intersections of Avalon Blvd at Victoria St, Main St at Sepulveda Blvd, Main St at 223rd St, and Figueroa St at Torrance Blvd
  - Description: Traffic Signal Upgrades for 4 intersections with HSIP Grant
  - Budget: $3,330,583 = $1,522,350 (HSIP Fund) + $1,058,233 (DIF Traffic) + $750,000 (DIF MBK)
  - Status: CONSTRUCTION
  - Status as of February 19, 2026: Notice to Proceed issued February 4, 2026. Contractor working on submittals and getting excavation permit.
  - Status as of March 19, 2026: Contractor is continuing to work through submittals.
  - Status as of May 21, 2026:
  - Status as of June 25, 2026:
  - Status as of August 31, 2026: Traffic signal poles ordered in August. Conduit work anticipated to begin in September, 2026.
  - Status as of September 30, 2026: Potholing work for conduit runs and conduit installation work as begun.

- PW1657: FOR MR 312.46 AND MR 312.41, TRAFFIC SIGNAL UPGRADES

- Location: Figueroa St at Victoria St; Main St at 220th St; Main St at Victoria St.
- Main St at Albertoni St; and Figueroa St at 223rd St; and Figueroa Street at 234th St.
- Description: Traffic Signal Upgrade at six (6) intersections. The proposed upgrades aim to improve signal coordination and traffic progression to alleviate arterial congestion by installing, replacing and/or updating traffic signal poles, mast arms, signal heads, controllers, cabinets, left turn phasing, CCTVs, countdown pedestrian signal heads, ADA compliant curb ramps and pedestrian push buttons, and traffic signal timing.
- Budget: $5,950,000 (Measure R Grant + Local Funds)
- Status: CONSTRUCTION
  - Status as of February 19, 2026: City Staff, LA County, and CM consultant performed site walk on February 5, 2026, to review clearances and respond to RFIs.
  - Status as of March 19, 2026: Contractor is working on submittals.
  - Status as of May 21, 2026:
  - Status as of June 25, 2026:
  - Status as of August 31, 2026: Contractor nearly complete with conduit and subsurface work. Working to relocate final traffic signal pole locations.
  - Status as of September 30, 2026: Contractor beginning civil improvements.

- PW1667: TRAFFIC SIGNAL IMPROVEMENT AT AVALON BLVD. & GARDENA BLVD.
  - Location: Intersection of Avalon Blvd and Gardena Blvd
  - Description: Traffic signal upgrade design to include protected left-turn phasing for north-south traffic.
  - Budget: $1,000,000 (Measure M Grant)
  - Status: CONSTRUCTION
  - Status as of February 19, 2026: Contractor performed potholing, submittals of RFIs and equipment orders.
  - Status as of March 19, 2026: Contractor working on proposal for additional work to address required changes from plans.
  - **Status as of August 31, 2026:** Traffic signal pole order anticipated for delivery in December 2026, construction work to resume prior to that.
  - Status as of September 30, 2026: No update.

- PW1784: CENTRAL AVE. AT UNIVERSITY DR. TRAFFIC SIGNAL IMPROVEMENT
  - Location: Intersection of Central Avenue and University Drive.
  - Description: Installation of left turn arrows at existing signalized intersection
  - Budget: $800,000
  - Status: CONSTRUCTION
    - Consultant preparing 60% plans.
    - Status as of February 19, 2026: Bidding is still in progress.
    - Status as of March 19, 2026: Bidding closed March 12, 2026. Seven bids were received. Notice of intent to award was issued March 17, 2026.
    - Status as of May 21, 2026:
    - Status as of June 25, 2026:
    - Status as of August 31, 2026: Held a project kick off meeting. Contractor is mobilizing to provide material submittals and obtain encroachment permit for potholing.

- **Status as of September 30, 2026:** Utility potholing is underway and long-lead time materials have been approved.
-

Summary of All Traffic Signal Projects:

Location/Intersection	Construction Start Date	Anticipated Construction Completion Date
PW 1612 – Broadway at Griffith St	In Design	TBD
PW 1667-Avalon Blvd at Gardena Blvd	February 2026	TBD
PW 1649-Avalon Blvd at Victoria Ave	March 2026	TBD
PW 1784- Central Ave at University Dr	September 2026	June 2027
PW 1647-Del Amo Blvd at Figueroa St	In Design	TBD
PW 1736 Dolores St. at 223rd St.	(CIP 24-25 Design)	
PW 1657-Main St at 220th St	March 2026	TBD
PW 1649 -Main St at 223rd St	March 2026	TBD
PW 1657-Main St at Albertoni St	March 2026	TBD
PW 1649-Main St at Sepulveda Blvd	March 2026	TBD
PW 1657-Main St at Victoria St	March 2026	TBD
PW 1657-Figueroa St at 223rd St	March 2026	TBD
PW 1657-Figueroa St at 234th St	March 2026	TBD
PW 1649-Figueroa St at Torrance Blvd	March 2026	TBD
PW 1657-Figueroa St at Victoria St	March 2026	TBD

* Delays due to long-lead items and supply chain issues

Stormwater Improvements

- PW1682: STORMWATER FACILITIES & IMPLEMENTATION PLAN
  - Location: Citywide
  - Description: Developing a plan to identify potential new stormwater facilities that are needed for compliance with the City's National Pollutant Discharge Elimination Systems (NPDES) permit. Ensures that we have clean water in our local waterbodies and helps with climate resiliency through water capture and pre-treatment and reduces our impact on the oceans. To also update the Enhanced Watershed Management Plan, which is a document that is used to maintain compliance with the City's NPDES permit. This is needed to keep up to date with permits from the State.
  - Current Phase: PLAN DEVELOPMENT AND SITE SELECTION
    - Status as of March 19, 2026: Grant funding opportunities are being processed through the Safe Clean Water Program and we expect updates by the end of the fiscal year.
    - Status as of April 23, 2026: Grants were provisionally awarded for two projects.
    - **Status as of August 31, 2026: Working with consultant on the Victoria Park Feasibility Study. This will be spun into a new CIP project.**

- PW1776 CALAS PARK STORMWATER SUPPLEMENTAL ENVIRONMENTAL PROJECT
  - Location: Calas Park
  - Description: Joint project with Los Angeles County Sanitation Districts to construct a stormwater treatment and capture facility. This project will divert water from the

storm drain and allow it to be cleaned and/or reused in the park while also improving park facilities.
- Current Phase: Request for Proposals to perform design services.
- Status as of February 19, 2026: Authorization for construction scheduled for the March 17, 2026, City Council meeting.
- Status as of March 19, 2026: Approved through City Council. Finalizing the documents required for permits and awaiting approval from the State Water Boards for changes in design.
- Status as of April 23, 2026: Awaiting final approval and permits.
- **Status as of August 31, 2026: LACFCD required revised agreement for final permit, awaiting City Council authorization for first meeting of September. Once permit is issued, will proceed with construction bidding.**

- PW1676 STORMWATER GREEN STREET ENGINEERING, DESIGN & IMPLEMTATION
  - Location: Gardena and Main Street
  - Description: Stormwater treatment project to construct tree wells and a dry well on Gardena and Main Street, which will filter and clean water from the streets.
  - Current Phase: In Design
  - Status as of February 19, 2026: 90% Design has been submitted and is under review.
  - Status as of March 19, 2026: Comments to be provided on 90% design
  - Status as of April 23, 2026: Field review was performed on April 22, 2026, in preparation for the final design.
  - **Status as of August 31, 2026: Reviewing 100% design**

Bike Lane Projects

- PW1451 & 1452: BIKE LANE INSTALLATION
  - Location: Figueroa Street, Main Street, Victoria Street, and Carson Street. University Drive, Avalon Boulevard, Central Avenue, Del Amo Boulevard, and 223rd Street.
  - Description: Design and construction of bike lane facilities
  - Budget: PW1451 = $4,900,000.00; PW1452 = $4,900,000.00
  - Current Phase: DESIGN
    - Final design plan review to be completed in January 2024
  - Status as of February 19, 2026: No update on SCE plans, Program Supplemental Agreement for 1451 approved at City Council on February 17, 2026.
  - Status as of March 19, 2026: SCE communicated that City should receive 60% electrical plans for City to review in April 2026.
  - Status as of August 31, 202**6:** Developing 90% design plans for streetlight relocation work. Bid package is drafted and ready for final plans
  - **Status as of September 30, 2026:** Developing 100% design plans for streetlight relocation work. RFP for construction management and inspection was advertised.
  -

- PW1490 & 1600: DOMINGUEZ CHANNEL BIKE PATH INSTALLATION PHASES I & II
  - Location – Phase I: Main Street to Avalon Boulevard
  - Location – Phase II: Avalon Boulevard to Carson St.
  - Description: Installation of Bike path along Dominguez Channel
  - Budget: $9,000,000.00 (PW1490); $5,500,000.00 (PW1600)
  - Current Phase: DESIGN AND PERMITTING

- Status as of March 19, 2026: Structural engineer is working on reaction loads and anticipates completion by end of March 2026. The environmental document will be updated, and the civil plan can be revised.
- Status as of July 23, 2026:
- Status as of August 31, 2026: Consultant submited plans for LA County review.
- Status as of September 30, 2026: No update.

- PW1534: ACTIVE TRANSPORTATION PROGRAM – SANTA FE BIKE LANE
  - Location: Santa Fe Ave and City-wide
  - Description: Construct bike lane on Santa Fe Ave; install curb ramps city-wide; install speed feedback signs city-wide; install crosswalks city-wide; install pedestrian push buttons and countdown heads city-wide
  - Budget: $3,491,000
  - Status: DESIGN
    - Status as of July 23, 2026: Notice of Exemption was filed with LA County
    - Status as of August 31, 2026: Consultant is preparing existing conditions plans.
    - **Status as of September 30, 2026**: Existing conditions plans are under review.

Park Improvements

- PW 1368: CARRIAGE CREST PARK REDEVELOPMENT
  - Location: Carriage Crest Park
  - Description: Improve site condition of existing park and develop newly acquired 10-acre parcel for new athletic ballfields (baseball & soccer) with a new dog park, installation of all-abilities playground, renovation to the existing building, construction of new picnic shelters, concession stand, restroom, and walking path.
  - Status: Construction
    - Status as of February 19, 2026: Playground Equipment has been set and foundations poured. The structure is fully installed and progressing well toward completion. Restroom & Storage Buildings Concrete slabs have been poured, and CMU block walls are rising — currently at four (4) feet of constructed block. Door frames are set, underground plumbing is in place, and work continues to advance toward enclosure. Concession Stand / Restroom Building Over-excavation has been completed, and foundations are progressing. BMPs have been deployed to protect the work from rain impacts. Monument Sign Steel structure has been installed, and concrete footings are poured. Both MWS #1 and MWS #2 have been installed and backfill is currently underway. Manhole installations are complete and walkway/manhole structure concrete pours are ongoing. In the Figueroa parking lot, gutters and flow lines have been cut and are ready for compaction and inspection.
    - Status as of March 19, 2026: Monument Sign CMU has been installed to the second level and is ready for the second/bottom arch installation. CMU work for the Sepulveda parking lot buildings is complete. V-ditch installation along the retaining wall is complete. Methane mitigation barrier installation is underway at the concession building, where sewer pipe encasement in concrete has also been completed. MWS #1 inlet storm drain has been installed and backfilled, and MWS outlet storm drain installation is currently underway. Concrete pours are ongoing along the north side of the park, with north-side walkway forms and rebar having been installed and poured. Pickleball and exercise area grading is complete and has

been submitted for inspection. Restroom and storage building CMU work around the Sepulveda parking lot is complete, with formwork and successive lifts of block installation having progressed through the reporting period. BMPs were deployed during a rain event earlier in the reporting period, with standing water at MWS #1 subsequently pumped out and grading operations in the northwest corner of the site resumed.

- Status as of April 23, 2026**:** Methane mitigation barrier for the Concession Building has been installed and tested (test #1 passed). Rebar and foundation work completed, footings cured, and the building is now ready for the first lift of CMU. Methane mitigation work remains ongoing. Monument Sign CMU installed to the second level, with the reader board, arches, and ironwork all complete. Blockwork is ongoing as the structure awaits remaining CMU installation. Sepulveda Parking Lot CMU work for the parking lot buildings is complete. Roof framing is underway for the storage shed and restroom buildings. Curb and island concrete work has also been completed. Site Utilities & Drainage MWS backfill and storm drain outlet work completed. MWS unit filters have been filled with gravel. Storm drain outlet installation is finished. Concrete & flatwork concrete and flatwork have been progressing continuously throughout the park, including along the north side. The Figueroa driveway approach concrete work is complete. CCTV / Electrical Change order request (COR) work is underway for CCTV and electrical systems. Scoreboards have been installed. General Sitework V-ditch installation along the retaining wall is complete. Playground equipment is visible and in place.
- Status as of June 25, 2026: Concrete work surrounding the playground and fitness areas is substantially complete. Fitness equipment has been installed in the designated zones. Block work on the concession building is underway, and installation of the door frames is in progress. Planting has been carried out along the northern perimeter hillside, with new shrubs and groundcover placed along the slope above the retaining wall. The sub-drain barrier for the soccer field has been installed, along with the associated pump stations.
- **Status as of July 23, 2026:**
- **Status as of August 31, 2026:** Completed milestones include CMU work at the concession building, the Moneta entrance stairs, the playground rubberized surface (substantially complete), restroom building plumbing, storage building trusses, installation of the steel plate over the storm drain, red decomposed granite installation, removal of trees interfering with SCE gear, erection of the gable shade structure, installation of the Moneta entrance posts with curb and footing poured, outfield netting post installation at Ballfields 2 and 3, sod installation at Ballfield 1 and the volleyball court, and storm drain connections at MWS #1 and #2.1806

- Work currently under construction includes fescue sod installation, Bermuda turf establishment in the ballfield and volleyball areas, asphalt concrete paving at the Figueroa parking lot, storage building roof work, court surfacing, SCE transformer pad and retaining wall preparation, CMU block installation at the trash enclosure, dugout fencing mesh installation, and the playground shade sails and splash pad area, which is reported as nearing completion.

- **Status as of September 30, 2026:**
  Completed
  - Pickleball and basketball court surfacing and striping

- Sepulveda parking lot asphalt (two lifts), concrete curbs and gutters
- Sheet metal roofing on the Sepulveda parking lot buildings (storage and restroom)
- Transformer pad and conduit installation
- Switchgear enclosure installation
- Transformer retaining wall; SCE inspections passed
- Ballfield outfield netting (substantially complete)

Under Construction

- Figueroa parking lot asphalt
- Dog park mow curb concrete pour
- Concession building interior work
- Infield mix installation on all three ballfields
- Final sod installation along Sepulveda

- PW1515: CARRIAGE CREST PARK STORMWATER CAPTURE
  - Location: Northeast corner of Sepulveda and Figueroa St.
  - Description: Installation of Stormwater chambers to capture and divert stormwater to Los Angeles County Sanitation District. This water will be used to augment the reclaimed water for regional use. This type of stormwater project is the first of its kind in California.
  - Status as of February 19, 2026: Facility is capturing water, LACSD is working on repairs to the outfall actuators and testing instrumentation.
  - Status as of March 19, 2026: Facility is capturing water, grading issues and final punch list items are being addressed.
  - Status as of April 23, 2026: Storm drain connections are being completed along with the Carriage Crest Park Expansion Project.
  - Status as of May 21, 2026:
  - Status as of June 25, 2026: The plant is in operation. The Sanitation District staff is fine tuning and moving to the Operations & Maintenance phase of the project.
  - **Status as of July 23, 2026:** Staff is collaborating with the Sanitation District to develop the Operations and Maintenance Agreement.
  - **Status as of September 30,2026:** Sanitation is operating the plant within the agreement of the Operation and Maintenance Agreement.

- PW 1610: FOISIA PARK DESIGN
  - Location: Foisia Park
  - Description: Improve site condition of the existing park with the construction of new stage area, new picnic area, shade structures and new outdoor exercise stations as well as renovations to the athletic ballfields, playground, restrooms, concession building, marquee sign and parking lot
  - Status: DESIGN
  - Status as of February 19, 2026: Construction is complete. Finalizing punch list items.
  - Status as of March 19, 2026: Still working through punch list items. Maintenance is active.
  - Status as of April 23, 2026: Still working through punch list items. Maintenance is active.
  - **Status as of July 23, 2026:**

- PW 1636: MILLS PARK DESIGN
  - Location: Mills Park
  - Description: Improve site condition of the existing park with construction of new splash pad, outdoor restroom, and an outdoor full-court basketball area as well as renovations to picnic areas, installation of shade structures, marquee sign and parking lot
  - Status: AWARD CONTRACT
    - Status as of February 19, 2026: Mills Park Building and Site will be combined into one project which will be advertised March 2026.
    - Status as of March 19, 2026: Rebid plans for site work were revised based on current site conditions. Project is ready to be advertised as a stand-alone project or with Mills Park Building Project No. 1795.
    - Status as of April 23, 2026: Project Nos. 1636 and 1795 will be advertised in one bid package. Proposed advertise date is April 30, 2026.
  - **Status as of August 31, 2026:** Engineering staff received copy of executed construction contract on August 31,2026. After a requisition is entered a Purchase Order can be issued. Estimated construction start date is September 2026. Estimated Completion Date is March 2027 for Project No. 1636 and September for Project No. 1795.
  - **Status as of September 30, 2026:** Construction to start October 13,2026. Staff has not been issued a purchase order.

- PROJECT NO. 1795: MILLS PARK BLDG RENOVATION
  - Status as of February 19, 2026: Mills Park Building and Site will be combined into one project which will be advertised March 2026.
  - Status as of March 19, 2026: Staff rejected building and perimeter sitework plans from consultant due to the lack of quality control. Designer is currently revising and doing a quality review on plans. Staff is also reviewing plans with Park Maintenance division. Estimated date to advertise project is April 9, 2026.
  - Status as of April 23, 2026: Project Nos. 1636 and 1795 will be advertised in one bid package. Proposed advertise date is April 30, 2026.
  - **Status as of August 31, 2026:** Engineering staff received copy of executed construction contract on August 31,2026. After a requisition is entered a Purchase Order can be issued. Estimated construction start date is September 2026. Estimated Completion Date is March 2027 for Project No. 1636 and September for Project No. 1795.**Status as of August 31, 2026:** Engineering staff received copy of executed construction contract on August 31,2026. After a requisition is entered a Purchase Order can be issued. Estimated construction start date is September 2026. Estimated Completion Date is March 2027 for Project No. 1636 and September for Project No. 1795.
  - **Status as of September 30, 2026:** Construction to start October 13,2026. Staff has not been issued a purchase order.

- PW 1806: DEL AMO PARK IMPROVEMENTS
  - Location: Del Amo Park
  - Description: Improve drainage on the northeastern portion of the park's field, improve condition of the basketball court and improve play structures.

- Budget: $600,000 (Design)
- Status: Request for Proposals
- Status as of February 19, 2026: Proposals for design are due on March 5, 2026.
- Status as of March 19, 2026: Proposals were received on March 10, 2026, and are being reviewed.
- **Status as of August 31, 2026: Due to high bids well above budget, solicitation was paused. Negotiating lower design cost with consultant.**

** On-going and maintenance related efforts at the Parks are also included within other categories below depending on the project management and type of work.*

Building Improvements

- PW1632: COMMUNITY CENTER COILING WALL
  - Location: Carson Community Center – 801 Carson St.
  - Description: Removal and replacement of existing coiling wall at Community Center Hall A, B, and C. Renovations shall include, at a minimum upgrade to bring the facilities up to current standards and applicable California Building Code (CBC) standards. The project also includes upgrades to the existing lighting and sound system in Hall A, B, and C.
  - Budget: $1,700,000.00
  - Status as of February 19, 2026: Working through disputed items.
  - Status as of March 19, 2026: Several panels experienced delamination; repair work is being scheduled for repairs.
  - Status as of April 23, 2026: Wall panes are expected to arrive in August. Staff is still working with the vendor to reconcile disputed items.
  - **Status as of August 31, 2026: contractor has not accepted a settlement offer.**

- PW1693: ELECTRIC VEHICLE CHARGING INFRASTRUCTURE (SCE CHARGE READY PROGRAM)
  - Location: 10 City Parks and Corporate Yard
  - Description: Install 126 EV Chargers in City Parks and at the Corporate Yard
  - Budget: City staff labor to Project Manage, but no capital fund costs to City
  - Current Phase: DESIGN / PLAN CHECK
  - **Status as of July 23, 2026:**

Electric Vehicle Charging Infrastructure Location	Construction Start Date	Anticipated Construction Completion Date
Veterans Park	Plan Review	TBD
Dominguez Park	Plan Review	TBD
Anderson Park	Submitted to Plan Check	TBD
Corporate Yard 1	Plan Review	TBD
Corporate Yard 2	In Design	TBD
Carriage Crest Park	Plan Review	TBD
Carson Park	Plan Review	TBD
Dolphin Park	Plan Review	TBD
Stevens Park	Plan Review	TBD
Hemmingway Park	Plan Review	TBD
Hemmingway Aquatic Center	Plan Review	TBD

- PW1720: ELEVATORS AT CITY HALL AND COMMUNITY CENTER
  - Location: City-Hall and Community Center
  - Description: Refurbish and Modernize Elevators at the Community Center and City Hall due to end-of-service life and maintainability. Elevators will be out of service during the active repair work for a duration of less than three months.
  - Status: CONSTRUCTION IN PROGRESS
    - Contracts for construction are being routed for signatures.
    - Working with vendors to meet the insurance requirements.
  - **Status as of July 23, 2026:**

- PW 1726/1727: COMMUNITY CENTER COURTYARD & EAST PARKING LOT
  - Location: Community Event Center
  - Description: Construction of Courtyard, outdoor amphitheater stage, wedding venues and installation of shade structures.
  - Status as of February 19, 2026: Punch list items are expected to be complete by March 19, 2026. Permanent louver installation for two pergolas is estimated to start May 2026.
  - Status as of March 19, 2026: Three punch list items are open.
    - Pergola Louvers – expected to be complete by July 2026
    - Broken B12 irrigation lid – complete by week of March 23, 2026
    - Missing bolts on circular irrigation lids – complete by week of March 23, 2026
  - Status as of April 23, 2026: Landscape maintenance period was completed on April 9, 2026. All punch list items are complete. Louver for pergolas will be delivered in June 2026. General contractor (PCN3) will complete louver installation two weeks after delivery.
  - **Status as of September 30, 2026: Pergola A & B Louver installation was completed and signed off by building and safety on September 28,2026. Project is complete.**

- PROJECT: UNDERGROUND STORAGE TANK PROJECT
  - Location: City Hall
  - Description: Repairing the underground fuel storage tank due to the secondary pipe being cracked. The backup generator remains operational, and the main fuel pipe remains in good working condition.
  - Status: CONSTRUCTION IN PROGRESS
    - New fuel has been installed in the fuel tank, the fuel pump on the day tank needs to be repaired before Cummings can finalize the repairs.
  - **Status as of July 23, 2026:**

- PW1786: CITY HALL RESTROOM AND KITCHENETTE UPGRADES
  - Status as of May 20,2024: Material palette for all restrooms and City Council break room was selected on 5/14/2024. Estimated accelerated project schedule is as follows:
    - 100% Construction Drawings — June 2024
    - Submit to Building and Safety for Plan Check — June 2024
    - Advertise — July 2024
    - Award Construction Contract — August 2024
    - Execute Contract and Issue Purchase Order — August 2024
    - Preconstruction and Material Order — August 2024
    - Re-locate Staff — August 2024
    - Start Construction (2nd Floor and Council Area) — September 2024

- Status as of February 19, 2026: Contractor is expected to finalize the installation of the redesigned toilet compartments in the second-floor lobby restrooms by February 27,2026. The remaining portion of the project is on hold.
- Status as of March 19, 2026: Alternate toilet compartments at the second-floor restrooms have been installed. Installation of the water heater door is pending, expected to be installed March 26, 2026. Proposed contractor by management: "Jacome Construction / Golden State Builder" is nonresponsive to submitting a proposal for the City Council breakroom and single occupant restroom.
- Status as of April 23, 2026: Project is on hold. Staff and management met with Rene Cortez from United Building Maintenance for potential proposal for council restroom and breakroom renovations.
- **Status as of August 31, 2026:**
  - **Council Breakroom Renovation**: City staff called Rene from United Building & Development Services at 1:36 PM on August 31,2026 and Rene was still reviewing the agreement that City staff sent to him on August 6,2026. To date, City staff has not received a signed agreement, original bond copies, non-collusion affidavit, and certificate of non-discrimination from Rene (UB&DS, LLC). Rene from UB&DS LLC has not been able to confirm when the requested documents will be sent to the City.
  - **City Hall Restroom/Kitchenette Renovations (1st Floor):** Project is suspended. City staff is reviewing a credit change order from contractor (Caltec) for all change orders approved but not completed. City staff is also reviewing a request for extended general conditions from the Contractor.
- **Status as of September 30, 2026:**
  - **Council Breakroom Renovation**: United Building & Development Services started work on September 19,2026. Contract is for 60 Calendar Days.
  - **City Hall Restroom/Kitchenette Renovations (1st Floor):** Project is suspended. City staff is reviewing a credit change order from contractor (Caltec) for all change orders approved but not completed. City staff is also reviewing a request for extended general conditions from the Contractor.

OPERATIONS AND MAINTENANCE DIVISION

The Operations and Maintenance (O&M) Division is the second half of Public Works' Operations at the Corporate Yard. This Division is responsible for maintaining infrastructure within the public right-of-way (ROW) to ensure public safety. Additionally, the O&M Division is responsible for environmental and hazardous waste clean-up, signage, pavement markings, striping, streets – asphalt & concrete, sidewalk sweeping, materials abatement, and construction. O&M also works with solid waste management including demolition and waste diversion, used oil collection, solid and organic waste, and streetlight maintenance/signal light malfunctions, electronic & beverage container recycling management. The assets of the Division include warehouse inventory, fleet vehicles, and heavy equipment. O&M also provides landscaping by tree trimming, ROW maintenance, median maintenance, and parkway trees. These services enable the safe use of public spaces, enhance the cleanliness of the city, and provide greenery to increase the beautification of the public ROW.

PROJECT: CONCRETE SIDEWALK GRINDING

This is an ongoing maintenance operation throughout the year for safe pedestrian travel.

- Location: Citywide
- Description: The project involves grinding sidewalks and pathways identified as requiring grinding due to uplifting or posing a hazard to pedestrians.

- In-house staff will be grinding sidewalk lifts per maintenance zones 1-7 as needed to eliminate sidewalk hazards immediately.
- Status as of September 30: Staff will be grinding sidewalk lifts per maintenance zones 1-7 as needed to eliminate sidewalk hazards immediately.
-

PROJECT: ANNUAL CITYWIDE PAVEMENT MAINTENANCE

- Status as of January 16, 2025
  - Award of contract (consideration) pending City Council approval.
  - Phase five (5) anticipated to start March/April 2025, contingent upon contract award by City Council.
- Status as of February 20, 2025:
  - Contract awarded to All American Asphalt; Phase Five anticipated to start mid to late April.
- Status as of March 20, 2025: Citywide paving is scheduled to start mid to late April.
- Status as of April 21, 2025: Phase Five is still on schedule to begin work mid to late April.
- Status as of May 22, 2025: Phase Five is currently underway. The streets for Phases Six (6) and Seven (7) have been shared with the contractor.
  Status as of June 18, 2025: Currently working on Phases 6 and 7 of the Annual Citywide Paving Maintenance Project.
- Status as of July 24, 2025: Phases 6 and 7 are complete. Stripping is being completed, along with finishing touches to the roadway.
- Status as of August 20, 2025: Phase 8 of the Annual Paving Project is scheduled to begin in late September.
- Status as of September 18, 2025: The Annual Paving project has been re-scheduled to start at the end of October.
- Status as of October 23, 2025: No update
- Status as of November 20, 2025: Staff are meeting with the team on November 24, 2025, to begin coordinating the next phase.
- Status as of December 17, 2025: Contractor is addressing arterials (Figueroa & Avalon) The list of streets for Phase 9 of citywide residential paving is currently being finalized.
- Status as of January 22, 2026: Phase 9 of the Annual Paving Maintenance started as of January 19, 2026.
- Status as of February 19, 2026: Phase 9 is nearing completion and Phase 10 will start up as soon as weather permits.
- Status as of March 19, 2026**:** Phase 10 of the Annual Paving Maintenance began on March 19, 2026.
- Status as of April 23, 2026: Phase 10 is nearing completion. The contractors are restriping the recently paved streets as well as raising manholes and installing signal loops.
- Status as of June 25, 2026: Funds were approved at the June 16, 2026, City Council Meeting, to continue with the citywide paving. Phase 11 will be starting up soon.
- **Status as of July 23, 2026:**
- **Status as of September 30: finishing up striping and adjusting utility lids.**

- ENVIRONMENTAL SERVICES-ONGOING
  - Perform regular routine patrol to identify and coordinate removal of illegal dumping, hazardous waste, and proper removal for bulky items.
  - Monitoring construction & demolition projects for residents & businesses

- Monitoring of street sweeping contractor.
- Perform Inspections & enforcement for SB 1383 – Organic Recycling, Edible Food Recovery, Food Recovery Organizations and Food Recovery Services
- Interface with LA County Hazardous Waste Team to identify Haz. Mat. Items in the Right of Way.
- Status as of March 19, 2026: Preparing for the E-Waste Recycling and Paper Shredding event scheduled for Saturday, May 9, 2026.
- Status as of April 23, 2026: Currently planning and preparing logistics for E-Waste & Paper Shredding Event on Saturday, May 9th. 2026. Draft emails to assemblymember representatives, City departments, and other vendors to coordinate attendance and logistics. Interface with PIO and other City departments to broadcast and bring awareness to the event.
- Status as of May 21, 2026:
- Status as of June 25, 2026: Performed regular routine patrols to identify and coordination removal of illegal dumping, hazardous waste, and proper removal for bulky items.
- **Status as of July 23, 2026:**
- **Status as of September 30:** Currently planning and preparing logistics for E-Waste & Paper Shredding Event on Saturday, October 11th. 2026. Draft emails to assemblymember representatives, City departments, and other vendors to coordinate attendance and logistics. Interface with PIO and other City departments to broadcast and bring awareness to the event.
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- <u>MAINTENANCE: CONCRETE & ASPHALT</u>
  - Location: Citywide
  - Description: Monthly summary of work performed by City maintenance crews who regularly inspect the City's infrastructure and perform preventive maintenance to ensure safe and cost-effective operations
  - Status as of February 19, 2026: University Drive sidewalk project has been completed and work on Santa Fe will begin once the identified trees have been removed. The crew is scheduled to start pouring concrete on February 19, 2026.
  - Status as of March 19, 2026: Currently working on curbs, sidewalks, and gutters in Maintenance Zone 4. The sidewalk on Santa Fe Avenue is approximately 70% complete.
  - Status as of April 23, 2026: Completed Santa Fe concrete project. Continuing to follow up on work orders by district and maintenance zones on a two-week rotation.
  - Status as of June 25, 2026: Asphalt team is skin patching Avalon from 228th to Sepulveda and various arterial streets. Concrete team is working through work orders in each district for sidewalk maintenance.
  - **Status as of July 23, 2026:**

    Status as of September 30: Staff will be grinding sidewalk lifts per maintenance zones 1-7 as needed to eliminate sidewalk hazards immediately.
  -

- <u>MAINTENANCE: SIGNING & STRIPING AND GRAFFITI ABATEMENT</u>
  - Location: Citywide
  - Description: Monthly summary of work performed by City maintenance crews who regularly inspect the City's infrastructure and perform preventative maintenance to ensure safe and cost-effective operations.
  - Status as of January 16, 2025:
    - Layout and re-striping of newly slurry sealed streets city-wide, weather permitting.
      - **ONGOING**

- Traffic signs & pavement marking maintenance citywide per maintenance zones one (1) through seven (7).

- Status as of January 22, 2026: Continue responding to the city ad citizen work orders for graffiti removal and completing engineering-directed street maintenance tasks throughout the city.
- Status as of February 19, 2026: Following the recent storms the maintenance crews have been responding to flooded areas by clearing debris and buildup from storm drain entrances and pumping water from the street.
- Status as of March 19, 2026: Ongoing
- Status as of April 23, 2026: Continuing to follow up on work orders assigned by district and maintenance zones on a two-week rotation, while also completing daily graffiti-related work orders as they are submitted.
- Status as of May 21, 2026:
- Status as of June 25, 2026: Completing requests for multiple events. Street closures, temporary signs, etc. New installments from striping, pavement markings, and traffic signs.
- **Status as of July 23, 2026:**
- Status as of September 30: Striping team is refreshing streets city-wide as needed.

TREE MAINTENANCE: TRIMMING CITYWIDE

- Status as of January 22, 2026: The crew is planting Chinese Pistache trees along University Drive. Post Grande Street for tree planting. Continuing to fill tree vacancies across the city while ensuring that all removed trees are replaced and addressing daily work order requests. Awarding the Urban Forestry Master Plan to West Coast Arborists.
- Status as of February 19, 2026: In collaboration of the Santa Fe project, the tree crew is removing the trees to allow the concrete work to proceed. Once the concrete work is finished, new trees will be planted to replace those that were removed.
- Status as of March 19, 2026: Collaborating with the concrete crew planting thirty new trees along Santa Fe Ave. Currently planting new trees in vacancies throughout the city.
- Status as of April 23, 2026: Assisting in the removal of trees while working alongside the concrete team on sidewalk upgrades and completing work orders in district and maintenance zones on a two-week rotation. Continuation of tree planting throughout the city.
- Status as of June 25, 2026: Assisting in the removal of trees while working alongside the concrete team on sidewalk upgrades and completing work orders in district and maintenance zones on a two-week rotation. Continuation of tree planting throughout the city.
- **Status as of July 23, 2026:**
- **Status as of September:** Assisting in the removal of trees while working alongside the concrete team on sidewalk upgrades and completing work orders in district and maintenance zones on a two-week rotation. Continuation of tree planting throughout the city.
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FLEET AND FACILITIES MAINTENANCE DIVISION

The Fleet & Facilities Maintenance Division is the second half of Public Works' operations at the Corporate Yard. It is responsible for the maintenance and repair of the municipal and park facilities in addition to the City's fleet vehicles and heavy equipment. These services enhance the cleanliness of the city, enable the safe use of public spaces, and provide greenery to increase the beautification of the city.

- PW1640: PARK PLAYGROUND RUBBERIZED SURFACE REPLACEMENT
  - Location: All Parks that have rubberized play surfaces. Dolphin Park excluded.
  - Description: Replace the damaged and worn-out rubberized play surface at all parks
  - Status: ON HOLD
    - City staff have used all available materials and are preparing a Purchase Order for additional materials to continue repair work.
  - Status as of July 25, 2024: ON GOING
  - Status as of August 26, 2024: ON GOING
  - Status as of April 21, 2025: City staff continue to patch deteriorated areas at playgrounds city wide.
  - Status as of May 22, 2025: No update
  - Status as of June 18, 2025: City staff continue to patch deteriorated areas at playgrounds city wide.
  - Status as of July 24, 2025: Replaced all the damaged and worn-out rubberized play surfaces at all parks except at Dolphin Park.
  - Status as of August 20, 2025: No update
  - Status as of September 18, 2025**:** Currently patching at Dominguez Park.
  - Status as of October 23, 2025: Ongoing
  - Status as of November 20, 2025: Ongoing patching needed.
  - Status as of December 17, 2025: No update
  - Status as of January 22, 2026: No update
  - Status as of March 19, 2026: Ongoing
  - Status as of April 23, 2026: Ongoing
  - Status as of May 21, 2026:
  - Status as of June 25, 2026:
  - **Status as of July 23, 2026:**
  - **Status as of September 30, 2026 on going**

- PW1712: PARK HVAC SYSTEMS
  - Location: All Parks
  - Description: Assess and replace over 50 HVAC units that are past their useful and serviceable life at all 12 park facilities. Design and install brand new HVAC at Veterans Park and Gym.
  - Status: Anderson Park, Dolphin Park Office, Foisia Park Office have been completed.
  - Current Phase**: PROJECT ONGOING**
  - Status as of March 20, 2025: 3 New Package Units installed at Hemingway Park.
  - Status as of April 21, 2025: Ongoing
  - Status as of May 22, 2025: No update
  - Status as of June 18, 2025: Additional AC Units procured for Stevenson Park Gym and Dominguez Park – Aquatics Center.
  - Status as of July 24, 2025: Continuing to assess, replace and modernize over 50 HVAC units at all 12 park facilities.
  - Designing and planning installation of brand-new HVAC system at Veterans Park and Gym.
  - Status as of August 20, 2025: Installation of AC Units at Stevenson Park (North Building) and Dominguez Park (Aquatics Center) have both been completed.
  - Status as of September 18, 2025: Procuring additional HVAC system for Stevenson Park.
  - Status as of March 19, 2026: Three HVAC units are on order for procurement.
  - Status as of April 23, 2026: Ongoing
  - Status as of May 21, 2026:
  - Status as of June 25, 2026:

- **Status as of July 23, 2026:**
- **Status as of September 30, 2026 on going**

- PROJECT 1630: ELECTRICAL PANEL UPGRADE
  - Location: Anderson Park
  - Description: Install new electrical panel and switch gear
  - Status as of September 21, 2023: Staff soliciting proposals.
  - Status as of February 21, 2024: Three proposals received.
  - Status as of March 18, 2024: Going to City Council Meeting on May 7, 2024, to award contract.
  - Status as of April 24, 2024: City Attorney's Office is drafting contract.
  - Status as of May 20, 2024: Currently being advertised in four trade journals per City Attorney's direction.
  - Status as of June 20, 2024: No update
  - Status as of July 25, 2024**:** No update
  - Status as of August 26, 2024: In procurement
  - Status as of January 16, 2025: No update
  - Status as of February 20, 2025: No update
  - Status as of March 20, 2025: Electrical switchgear and fabrication at Anderson Park
  - Status as of April 21, 2025: Currently constructing a custom-made switch gear panel approximately six (6) months out to completion.
  - Status as of May 22, 2025: No update
  - Status as of June 18, 2025: Currently being fabricated
  - Status as of July 24, 2025: Currently being fabricated
  - Status as of August 20, 2025: Currently being fabricated
  - Status as of March 19, 2026: Soliciting proposals
  - Status as of May 21, 2026:
  - Status as of June 25, 2026:
  - **Status as of July 23, 2026:**
  - On schedule for installation. Mid October, pending Edison approval

- CITY HALL BACK-UP GENERATOR
  - Location: City Hall
  - Description: Making necessary repairs to the back-up generator at City Hall.
  - Status as of May 22, 2025: No update
    Status as of June 18, 2025: Repairs are currently in procurement
  - Status as of July 24, 2025: Currently, making necessary repairs to the back-up generator at City Hall.
  - Status as of August 20, 2025: Pending scheduling
  - Status as of September 18, 2025: Parts have been ordered
  - Status as of October 23, 2025: No update
  - Status as of November 20, 2025: Parts have been ordered, repairs scheduled for February 2026.
  - Status as of March 19, 2026: Parts have been received, and installation is being coordinated.
  - Status as of May 21, 2026:
  - Status as of June 25, 2026:
  - **Status as of July 23, 2026:**
  - **Status as of September 30, 2026**ll parts have been installed, Pending polishing of existing fuel.

- MODERNIZATION OF CITY VEHICLES TO ELECTRICAL VEHICLES

- Location: Citywide
- Description: To improve air quality, reduce noise pollution, and lower greenhouse gas emissions.
- Status as of July 24, 2025: IFB Bid Opening was March 27, 2025, to purchase three (3) new Chevy Colorado LT Trucks. Lowest Bid was from TMAG Hemet F, LLC for $112,035.36
    - IFB Bid Opening was 6/5/25 to purchase eight (8) new 2025 Chevy LT FWD Mid-Size SUV Trucks. Lowest Bid was from Winner Chevrolet for $246,459.20
- Status as of August 20, 2025: 3 New Chevy Colorado LT Trucks and 3 New Chevy Blazers have been received.
- Status as of September 18, 2025: Seven (7) Mid-Size SUV have been ordered, estimated arrival is mid-October.
- Status as of October 23, 2025: Vehicles have been delivered, being inventoried and prepped to be put into service
- Status as of November 20, 2025: Eight (8) EV vehicles have been put into service, five additional EV's are on order.
- Status as of May 21, 2026:
- Status as of June 25, 2026:
- **Status as of July 23, 2026:**
- All outstanding vehicles have been delivered and are in service. COMPLETE

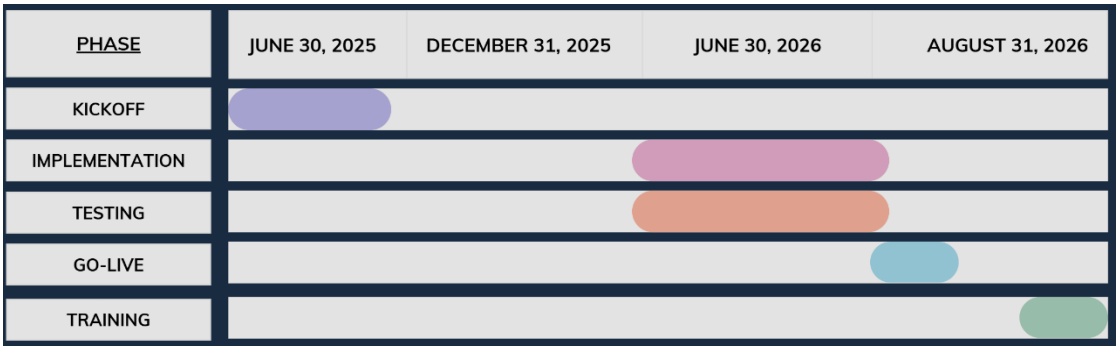
- INTERIOR PAINTING FOISIA GYM
    - Location: Foisia Gyym
    - Description: Painted interior of Foisia Gym
    - **Status as of September 30, 2026 COMPLETE**
- COMMUNITY CENTER NEW FLOORING INSTALLATION
    - Location: Community Center- East Wing only
    - Description: Removal and replacement of flooring with new LVT commercial flooring
    - **Status as of September 30, 2026 95% complete pending punch walk items**
    -

CITY OF CARSON
INFORMATION TECHNOLOGY & SECURITY
Project Updates

1. TYLER MUNIS PERSONNEL ACTION WORKFLOW

Description: Implemented the Personnel Action Workflow (PAW) to streamline personnel action approvals, improving efficiency, accuracy, and accountability while reducing human error and providing a complete audit trail throughout the process.

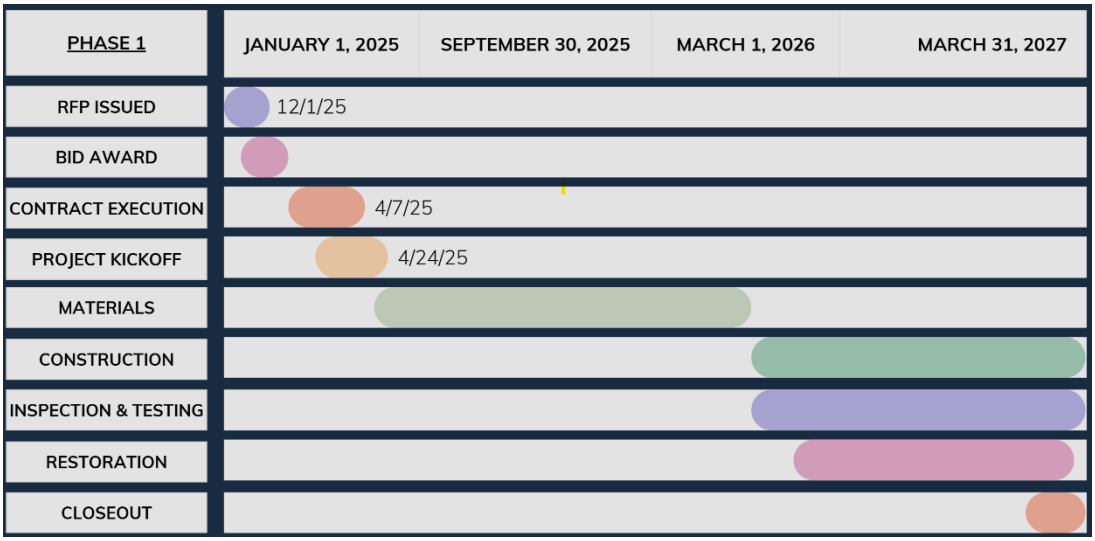
Timeline	July 7, 2025 – August 13, 2026
Status	COMPLETED
Percentage of Completion	100%
Project Deadline	August 13, 2026
Additional Information	• Kickoff meeting completed on June 30, 2025. • Initial assessment, discovery, and analysis completed on July 31, 2025. • Implementation, verification, testing and deployment completed on June 25, 2026. • Go-live completed on July 1, 2026. • Training completed on August 5, 2026.



2. 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.

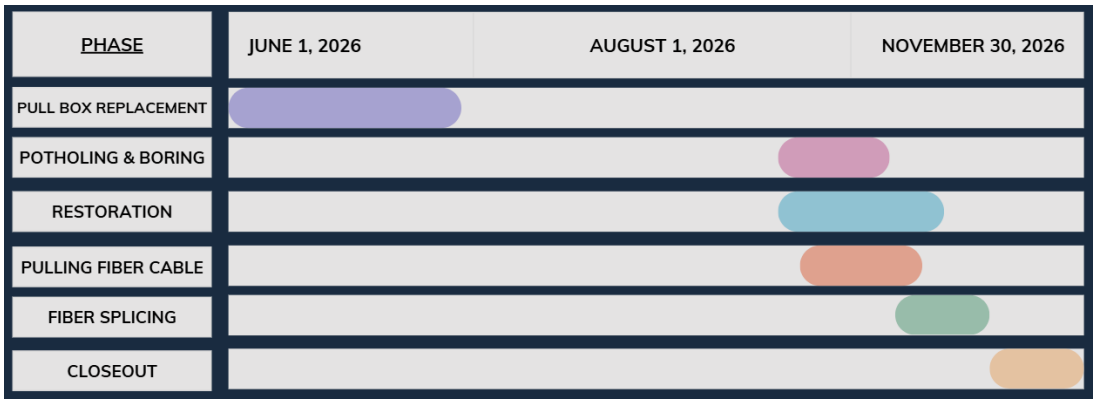
Contract	HP Communications, Inc.
Term	5 years
Budget	$27,000,000.00
Current Spend	$11,104,989.56
Timeline	January 1, 2025 – March 31, 2027
Status	ON SCHEDULE
Percentage of Completion	52%
Project Deadline	March 31, 2027
Additional Information	• Council approval received for Interfund Loan 1/20/26. • Engineering permit received on 3/4/26. • Construction began on 3/11/26. • Pending fiber cable pulling and splicing. • Construction & Restoration currently taking place at: Sepulveda Boulevard, Del Amo Boulevard & Leapwood Avenue, 213th Street & Grace Avenue, 213th Street & Marbella Avenue.



3. CARRIAGE CREST PARK

Description: Expanding high-speed fiber connectivity throughout the park to support public safety cameras and the digital marquee, enhancing safety and connectivity for the community.

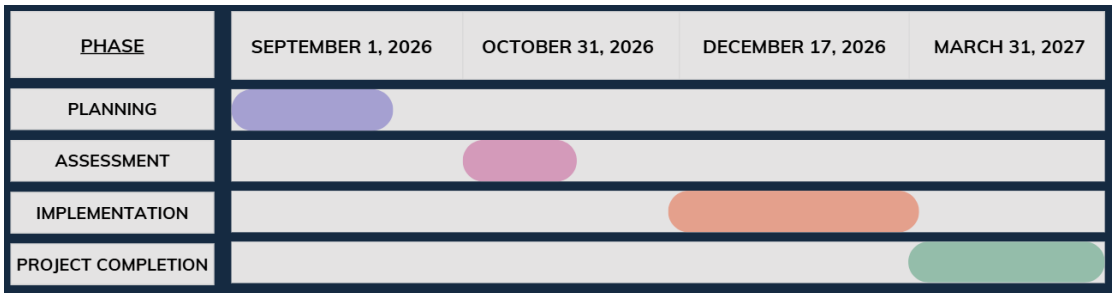
Vendor	HP Communications, Inc.
Timeline	August 1, 2026 – November 30, 2026
Status	ON SCHEDULE
Percentage of Completion	25%
Project Deadline	November 30, 2026
Additional Information	• Complete: pull box installation, potholing and boring inside park • Pending: Running fiber cable, fiber splicing, conduit installation, and restoration.



4. HUMAN CAPITAL MANAGEMENT (HCM)

Description: Enable key Human Capital Management (HCM) features, including Position Control, TCM Onboarding, Employee Performance Evaluations, and Salary Tables, to improve HR efficiency and align processes with industry best practices.

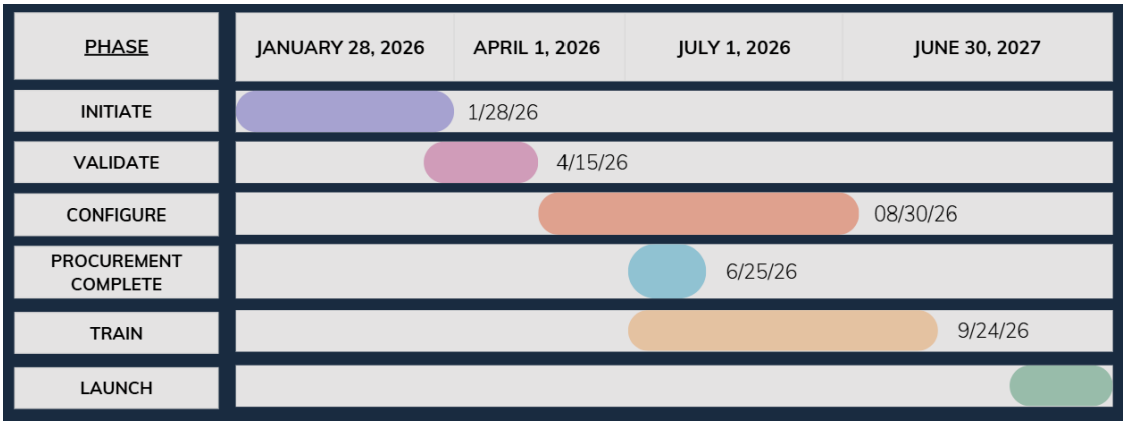
Timeline	July 1, 2026 – March 31, 2027
Status	ON SCHEDULE
Percentage of Completion	0%
Project Deadline	March 31, 2027
Additional Information	• Planning completed on September 8, 2026. • Initial HR Assessment sessions with the Tyler Implementation Consultant to be completed by October 20, 2026. • HCM implementation sessions scheduled from November through December 17, 2026. • HCM project targeted for completion by March 31, 2027.



5. 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.

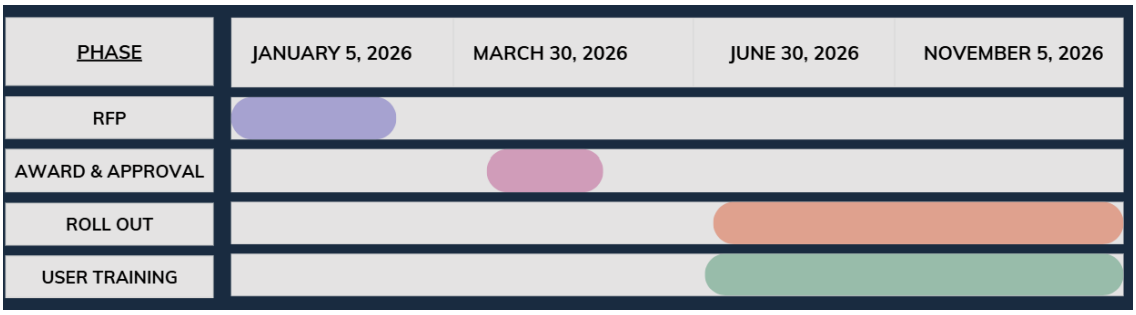
Contract	OpenGov
Term	5 years
Budget	$301,049.78
Current Spend	$95,911.01
Timeline	December 1, 2025 – June 30, 2027
Status	ON SCHEDULE
Percentage of Completion	70%
Project Deadline	June 30, 2027
Additional Information	• Kickoff meeting completed on February 26, 2026. • System Administrator Training completed on March 19, 2026. • Solicitation Module completed on June 25, 2026. • Template testing and evaluation processes targeted for completion by October 1, 2026. • User Trainings targeted for completion by November 5, 2026. • Go-live pushed to June 30, 2027.



6. 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 – November 5, 2026
Status	ON SCHEDULE
Percentage of Completion	90%
Project Deadline	November 5, 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. • 2nd Repro printer will be delivered on 10/1/26. • Installation and configuration of final printer will be on 10/6/26.



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	The Public Safety and Emergency Management team continues to expand video surveillance and access control systems across City facilities and parks as part of the City's ongoing security enhancement efforts. During the month of September, Johnson Controls (JCI) has been heavily focused on Carriage Crest Park, working to complete the installation of all new camera and security system additions in preparation for the park's upcoming grand opening. Staff have been closely coordinating with JCI, ITS, and Public Works to address network connectivity, electrical, conduit, and other infrastructure needs necessary to ensure the new security equipment is fully operational and integrated into the City's existing system.

Project Name	**Citywide Fire Alarm Repairs and Enhancements**
Service Provider	West Coast Fire & Integration
Summary	July 5, 2022, Council approved the West Coast Fire & Integration contract for maintenance and monitoring services for all city fire systems from July 1, 2022, to June 30, 2027. Enhancing fire detection and safety for all facility users.
Update	City staff is continuously working to enhance fire systems across all municipal facilities to align with the highest safety standards.

Project Name	**Citywide Intrusion Project**
Service Provider	Johnson Controls
Summary	City Council has approved the Citywide Intrusion Project, which will modernize security systems across all parks and City facilities. These upgrades will replace current equipment with more updated, reliable technology, helping us better protect our spaces and enhance safety for the community.
Update	The project continues to move forward, with City Hall now completed and the Community Center identified as the next location for installation. Site walks continue to take place across all City facilities in coordination with Public Works and Parks & Recreation. These walkthroughs provide an opportunity for each department to review the proposed installation locations, provide feedback, identify operational needs, and address any site-specific considerations before installation begins. At the same time, staff continue working with departments to finalize access levels and ensure the appropriate permissions are in place. This ongoing coordination will help ensure the system is implemented effectively and supports the operational and security needs of each facility as the project moves forward.

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 September, Public Safety and Emergency Management focused on preparing for the upcoming rainy season and potential El Niño impacts across the South Bay. An El Niño Working Group has been established to coordinate across departments, identify resources and areas of concern, and strengthen both City and community preparedness ahead of significant rainfall. The EOC Academy has also begun, with a group of City staff participating in specialized emergency management training. These efforts continue to expand the

	City's pool of trained personnel and strengthen EOC readiness in preparation for future emergencies and upcoming large-scale events coming to Carson. Upcoming Public Safety & Emergency Management Events • **October 23:** Senior Safety Seminar | 10:00 am. – 11:30 a.m. | East Wing Lounge Carson Event Center • **October 29:** CPR Training for PSEM staff | 8:00 a.m. – 2:00 p.m. | PSEM EOC

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 has been proactively identifying areas of concern related to truck parking, illegal dumping, and oversized vehicles. To help mitigate these issues, the team is strategically deploying ALPR trailers equipped with targeted messaging in identified problem areas to increase visibility, promote compliance, and deter violations. Additionally, night operations have been conducted to address parking and related concerns during nighttime hours, providing enhanced enforcement coverage during periods when these issues are more prevalent.

Project Name	**Upgrading Radio Systems Project**
Service Provider	Mission Critical Information Systems
Summary	In 2021, the City Council granted approval for the 'Radio Upgrade Project,' which allocated funds for the procurement of radios, radio equipment, batteries, and chargers necessary for transitioning the City from its UHF radio system to the Los Angeles Regional Interoperability Communication System (LA-RICS). Subsequently, the City Council sanctioned a contract with Mission Critical Information Systems to oversee the installation and programming, thus marking the successful completion of Phase 2 of the project. In September 2022, the City of Carson formalized a Hold Harmless Agreement with LA-RICS, granting the city the privilege of utilizing the platform.
Update	New radios and accessories were ordered to support communication needs across multiple City departments. Public Safety and Emergency Management continues to coordinate radio programming, maintenance, and equipment requests to ensure staff have reliable and up-to-date communication tools. Staff are also continuing coordination with the vendor on mobile radio installations for Public Works fleet vehicles. These efforts support reliable day-to-day communications and strengthen interoperability during emergency operations and large-scale events.

CITY OF CARSON

701 East Carson Street

Report to Honorable Mayor and City Council

Tuesday, October 6, 2026, 5:00 PM

DISCUSSION 32.

To: Honorable Mayor and City Council

From: David Roberts, City Manager {{department}} {{division}}

Subject: CONSIDER RECOGNIZING THE MONTH OF OCTOBER AS SENIOR CITIZEN APPRECIATION MONTH (CITY COUNCIL)

I. SUMMARY

This item provides the City Council an opportunity to consider recognizing the month of October as Senior Citizen Appreciation Month and supporting a citywide senior resource campaign to educate, connect, and empower Carson seniors.

II. RECOMMENDATION

DISCUSS and CONSIDER October as Senior Citizen Appreciation Month, including a citywide senior resource campaign to educate, connect, and empower Carson seniors.

III. ALTERNATIVES

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

IV. BACKGROUND

This item provide the City Council with an opportunity to discuss the Senior Appreciation Month and Senior Resource Campaign initiative. This initiative outlines a framework for recognizing Carson seniors while expanding opportunities to connect them with important health, safety, benefits, housing, transportation, and community resources.

The City Council has an opportunity to review the concept, provide direction on the scope and programming, and discuss potential next steps for implementation. The item allows the City Council to establish the City's support for the initiative while providing flexibility to develop the specific programs, partnerships, and activities in coordination with City staff and community partners.

V. FISCAL IMPACT

There is no fiscal impact associated with adoption of this item. Any future fiscal impacts associated with implementation will be subject to City Council direction and approval.

VI. EXHIBITS

None.

CITY OF CARSON

701 East Carson Street

Report to Honorable Mayor and City Council

Tuesday, October 6, 2026, 5:00 PM

DISCUSSION 33.

To: Honorable Mayor and City Council

From: David Roberts, City Manager {{department}} {{division}}

Subject: CONSIDER THE CARSON RENTERS PROTECTION INITIATIVE (CITY COUNCIL)

I. SUMMARY

The staff report provides the City Council with an opportunity to discuss a Carson Renters Protection Initiative and consider direction to the City Attorney and City Manager to develop a comprehensive framework for potential renter protections. The initiative would examine existing protections, enforcement options, tenant assistance, landlord accountability, and other measures intended to preserve safe and quality rental housing.

The agenda item will allow the City Council to discuss the proposed scope and provide direction regarding next steps. If directed, staff would return within 90 days with proposed ordinances and enforcement options, estimated costs, potential state and federal funding opportunities, and recommendations for implementation, with proposed measures subject to applicable state law and consideration of the rights of property owners.

II. RECOMMENDATION

DISCUSS and CONSIDER the Carson Renters Protection Initiative.

III. ALTERNATIVES

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

IV. BACKGROUND

The City Council has an opportunity to review the concept, provide direction on the scope and programming, and discuss potential next steps for implementation. The Carson Renters Protection Initiative presents several concepts for City Council consideration, including a Renters' Bill of Rights addressing housing conditions, repairs, rent increases, security deposits, landlord entry, discrimination, retaliation, harassment, and eviction; Bad Landlord Accountability related to repeated serious health and safety violations; Protection Against Landlord Harassment and Protection Against Retaliation; Rental Housing Inspection & Accountability focused on properties with serious or repeated code violations; Just-Cause Eviction Protections consistent with California law; Tenant Assistance & Rapid Response for reporting housing concerns and accessing information and referrals; Rent Increase & Eviction Notification regarding applicable State and local protections; Senior, Disabled & Vulnerable Tenant Protections; and Landlord-Tenant Mediation to facilitate voluntary resolution of disputes.

The initiative also identifies potential coordination with existing City programs and County, State, Federal, and community resources. Consideration of any of these concepts would remain subject to City Council discussion and applicable federal and State law.

V. FISCAL IMPACT

There is no fiscal impact associated with this item. Any future fiscal impacts associated with implementation will be subject to City Council direction and approval.

VI. EXHIBITS

None.

CITY OF CARSON

701 East Carson Street

Report to Honorable Mayor and City Council

Tuesday, October 6, 2026, 5:00 PM

DISCUSSION 34.

To: Honorable Mayor and City Council

From: David Roberts, City Manager CMO Administration

Subject: CONSIDER DIRECTING AND AUTHORIZING THE CITY MANAGER TO BRING ALTERNATIVE FINANCIAL INSTITUTIONS AND FIDUCIARY INVESTMENT SERVICES FOR THE MARATHON/TESORO SETTLEMENT FUNDS (CITY COUNCIL)

I. SUMMARY

This report provides the City Council an opportunity to direct the City Manager and appropriate staff to identify alternative financial institutions and engage qualified fiduciary investment services for the Marathon/Tesoro settlement funds. The goal is to preserve the principal, maximize lawful investment income, and establish a dedicated Infrastructure Trust Fund to support the City's long-term infrastructure and community needs.

II. RECOMMENDATION

The Mayor and City Council hereby direct the City Manager and appropriate City staff to:

1. CEASE plans to deposit or maintain the Marathon/Tesoro settlement funds within the currently designated regional financial institution; and,
2. INITIATE an expedited process to identify and transition to a highly rated, major financial institution capable of managing large-scale municipal deposits; and,
3. RETAIN a qualified, independent fiduciary investment advisor with the institutional capacity to place and manage capital with premier global asset managers (e.g., BlackRock); and,
4. STRUCTURE the incoming capital into a dedicated Infrastructure Trust Fund to ensure long-term wealth preservation and optimized yields for community development.

III. ALTERNATIVES

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

IV. BACKGROUND

The City of Carson successfully finalized a historic settlement agreement with the Marathon/Tesoro Oil Company. Under the terms of this agreement, the City is positioned to receive a significant windfall consisting of an initial $120,000,000 payment alongside recurring annual payments of $16,700,000, which are scheduled to commence on January 1, 2027.

Currently, these funds are slated for deposit into a smaller, regional financial institution. The Mayor and City Council have expressed strong reservations regarding this arrangement, noting that maintaining such significant municipal capital in a smaller regional bank limits the City's fiscal yield, increases counterparty concentration risk, and fails to maximize the wealth-generating potential of this historic settlement.

A cash influx of this magnitude requires institutional-grade oversight and a robust fiduciary framework. Leaving $120,000,000 in capital alongside substantial recurring annual distributions in a low-yield regional account results in a significant financial opportunity cost for the residents of Carson.

To safeguard the public interest, staff is seeking authorization and direction to provide recommendations of transitioning these funds in collaboration with the Finance Department and City Treasurer's Office to a primary banking institution and also to engage an independent fiduciary capable of executing sophisticated, large-scale investment strategies. The fiduciary must possess the network and credentials to leverage Tier-1 global asset management firms to build a diversified portfolio that outperforms standard local deposit yields.

Furthermore, this windfall should not sit in passive accounts. Staff is directed to establish a formal Infrastructure Trust Fund. This specialized vehicle will isolate the settlement money, ensuring the principal is shielded while generating reliable, maximum interest outcomes. The returns from this trust will create a permanent revenue engine to fund Carson’s public works and long-term capital improvement projects.

The selection process must prioritize:

- **Capital Preservation:** Ensuring all investment strategies adhere strictly to California Government Code Section 53601 rules governing municipal investments.
- **Tier-1 Asset Management:** Accessing premier institutional funds and global asset entities to secure competitive, high-grade market rates.
- **Infrastructure Trust Structure:** Dedicating the earnings exclusively to citywide infrastructure, ensuring transparent and measurable outcomes for the community.

V. FISCAL IMPACT

There is no fiscal impact as the cost to acquire a different banking institution, and fiduciary will be absorbed through the City Manager’s Office and Finance Department’s budget. Securing a major financial institution and an institutional fiduciary is anticipated to significantly increase the City's interest income over the lifespan of the settlement. Rather than realizing minimal returns from a regional bank, an optimized strategy utilizing an Infrastructure Trust is anticipated to generate millions of dollars in additional revenue annually, directly funding local infrastructure and public services without added risk to the principal.

VI. EXHIBITS

None.

CITY OF CARSON

701 East Carson Street

Report to Honorable Mayor and City Council

Tuesday, October 6, 2026, 5:00 PM

DISCUSSION 35.

To: Honorable Mayor and City Council

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

Subject: INTRODUCTION AND FIRST READING OF ORDINANCE 26-2614 AMENDING THE CARSON MUNICIPAL CODE TO REGULATE THE OPERATION OF ELECTRIC BICYCLES, MOTORIZED SCOOTERS, ELECTRICALLY MOTORIZED BOARDS, ELECTRIC PERSONAL ASSISTIVE MOBILITY DEVICES, LOW-SPEED VEHICLES, SHARED MOBILITY DEVICES, AND SIMILAR VEHICLES ON PUBLIC SIDEWALKS AND IN CITY PARKS (CITY COUNCIL)

I. SUMMARY

This item is on the agenda at the request of Mayor Pro Tem Hicks. The City has experienced ongoing public safety concerns involving the operation of electric bicycles and other motorized mobility devices on City streets, sidewalks, pedestrian areas, and within City parks. The increased use of these devices, particularly when operated at higher speeds or in an unsafe manner, can create conflicts with pedestrians, motorists, and other users of public spaces. The Carson Municipal Code currently contains regulations applicable to conventional bicycles, skateboards, and in-line skates; however, it does not comprehensively address the growing use of electric bicycles and other motorized mobility devices nor does it regulate motorized mobility devices within City parks.

Proposed Ordinance No. 26-2614 would amend the Carson Municipal Code to establish regulations for “Regulated Mobility Devices,” which include electric bicycles, motorized scooters, electrically motorized boards, electric personal assistive mobility devices, low-speed vehicles, shared mobility devices (all as defined in the California Vehicle Code), and similar vehicles. The proposed regulations would generally prohibit the operation of these devices on pedestrian facilities, including public sidewalks and crosswalks, and within City parks, subject to specified exceptions. The Ordinance would also establish requirements addressing unsafe operation of electric bicycles, enforcement procedures, and exemptions for authorized public agency personnel and qualifying mobility devices used by persons with disabilities.

II. RECOMMENDATION

INTRODUCE and CONDUCT a first reading, by title only and will full reading waived, Ordinance No. 26-2614, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING SECTION 3244.2 (RIDING ON SIDEWALKS) OF, AND ADDING SECTION 3246 (REGULATED MOBILITY DEVICES) TO, PART 5 (TRAFFIC REGULATIONS) OF CHAPTER 2 (TRAFFIC REGULATIONS) OF ARTICLE III (PUBLIC SAFETY), AMENDING SECTION 4139.2 (SKATE PARK REGULATIONS) OF CHAPTER 1 (PROHIBITED CONDUCT – OFFENSES) OF ARTICLE 4 (PUBLIC PEACE), AND ADDING SECTION 4139.3 (REGULATED MOBILITY DEVICES) TO CHAPTER 1 (PROHIBITED CONDUCT – OFFENSES) OF ARTICLE 4 (PUBLIC PEACE) OF THE CARSON MUNICIPAL CODE, TO PROHIBIT RIDING OR OPERATION OF ELECTRIC BICYCLES, MOTORIZED SCOOTERS, ELECTRICALLY MOTORIZED BOARDS, ELECTRIC PERSONAL ASSISTIVE MOBILITY DEVICES, LOW-SPEED VEHICLES, SHARED MOBILITY DEVICES, AND SIMILAR VEHICLES ON PEDESTRIAN FACILITIES AND IN CITY PARKS, SUBJECT TO SPECIFIED EXCEPTIONS."

III. ALTERNATIVES

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

IV. BACKGROUND

The growing use of electric bicycles, motorized scooters, and other electric or motorized mobility devices has increased the need to address how these devices interact with pedestrians, vehicles, and other users of public spaces. The City has experienced issues involving individuals operating these devices, particularly electric bicycles, in an unsafe manner in City parks and on City streets and sidewalks. Operation of these devices in pedestrian-oriented areas can create conflicts that may result in collisions, falls, bodily injury, or property damage.

Electric bicycles have increased in popularity, including among minors, and tend to travel at higher rates of speed than conventional bicycles (as they are equipped with motors that can exclusively propel the bicycle up to 20 MPH for Class 1 and 2 e-bikes, and up to 28MPH for Class 3 e-bikes; above these speeds the motors are not capable of providing assistance). Studies have shown that:

- Incidents involving e-bikes have more severe outcomes than conventional bicycle incidents, including a higher fatality ratio;
- Pedestrians and other bystanders make up a small but measurable (3-4%) share of injuries and fatalities in e-bike related incidents;
- A significant percentage, although not a majority, of people involved in e-bike accidents are minors;
- In 2025 at Rady Children's Health of Orange County (CHOC), a Level 1 Trauma Center, there were 165 e-bike pediatric trauma patient activations, compared to just 27 conventional bicycle activations.

See https://transweb.sjsu.edu/sites/default/files/2423-Agrawal-Electric-Bicycle-Safety-Data-Policy.pdf

Existing provisions of the Carson Municipal Code do not comprehensively regulate these newer forms of mobility. CMC Section 3244.2 currently prohibits bicycles from being ridden on sidewalks within business districts and requires bicyclists to yield to pedestrians where sidewalk riding is otherwise permitted. CMC Section 4139.2 provides that only skateboards and in-line skates are allowed within Veteran’s Skate Park but does not expressly address the broader range of electric and motorized mobility devices or non-motorized mobility devices covered by the proposed Ordinance, including motorized skateboards.

California law provides local jurisdictions with authority to regulate certain aspects of electric bicycles, motorized scooters, electric personal assistive mobility devices, and low-speed vehicles, as defined in the California Vehicle Code. State law also establishes existing requirements applicable to these devices, including restrictions applicable to motorized scooters on public sidewalks and certain requirements governing the classification and operation of electric bicycles. The proposed Ordinance supplements these existing State regulations by establishing local standards intended to address conditions and public safety concerns within Carson.

Ordinance No. 26-2614 would establish a new CMC Section 3246 defining “Regulated Mobility Devices” and generally prohibiting their operation on pedestrian facilities, subject to narrow exceptions based on state law. The Ordinance would also prohibit certain dangerous activities involving electric bicycles on public streets and bicycle facilities, including stunts, racing, intentionally weaving in front of vehicles, failing to yield when required, and riding in groups of more than two bicycles abreast.

The proposed Ordinance also establishes enforcement provisions. Violations are generally punishable by fines. Under specified circumstances involving a minor and an immediate or substantial risk to public safety, a peace officer may seize an electric bicycle. Release would occur after a minimum of 48 hours and would require the minor to complete an approved electric bicycle safety and training program and the minor's parent or legal guardian to be present at the time of release. The Ordinance additionally allows an approved safety course to be offered in lieu of certain fines, administrative citations, or court proceedings.

Finally, the Ordinance would amend the City's park regulations to prohibit riding bicycles and Regulated Mobility Devices within City parks, while allowing individuals to dismount and walk or carry their device through the park to an available bicycle storage rack. Exceptions are provided for City and law enforcement personnel performing official duties and for qualifying use by persons with disabilities consistent with applicable State and federal law.

Collectively, the proposed amendments are intended to provide clearer standards for the operation of electric bicycles and other mobility devices, address unsafe riding practices, reduce conflicts with pedestrians and other users of public spaces, and provide appropriate enforcement and educational mechanisms to promote safer use throughout the City.

V. FISCAL IMPACT

There will be no fiscal impact to the FY 26-27 operating budget.

VI. EXHIBITS

1. Ordinance No. 26-2614

Attachments

Draft Ordinance No. 26-2614.pdf

ORDINANCE NO. 26-2614

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING SECTION 3244.2 (RIDING ON SIDEWALKS) OF, AND ADDING SECTION 3246 (REGULATED MOBILITY DEVICES) TO, PART 5 (TRAFFIC REGULATIONS) OF CHAPTER 2 (TRAFFIC REGULATIONS) OF ARTICLE III (PUBLIC SAFETY), AMENDING SECTION 4139.2 (SKATE PARK REGULATIONS) OF CHAPTER 1 (PROHIBITED CONDUCT – OFFENSES) OF ARTICLE 4 (PUBLIC PEACE), AND ADDING SECTION 4139.3 (REGULATED MOBILITY DEVICES) TO CHAPTER 1 (PROHIBITED CONDUCT – OFFENSES) OF ARTICLE 4 (PUBLIC PEACE) OF THE CARSON MUNICIPAL CODE, TO PROHIBIT RIDING OR OPERATION OF ELECTRIC BICYCLES, MOTORIZED SCOOTERS, ELECTRICALLY MOTORIZED BOARDS, ELECTRIC PERSONAL ASSISTIVE MOBILITY DEVICES, LOW-SPEED VEHICLES, SHARED MOBILITY DEVICES, AND SIMILAR VEHICLES ON PEDESTRIAN FACILITIES AND IN CITY PARKS, SUBJECT TO SPECIFIED EXCEPTIONS

WHEREAS, pursuant to California Constitution Article XI Section 7, the City of Carson, a charter city ("City"), has police power to make and enforce ordinances and regulations not in conflict with general laws; and

WHEREAS, the City is experiencing daily issues with individuals operating Regulated Mobility Devices, as defined in this Ordinance, including most notably electric bicycles, in an unsafe manner in City parks and on City streets and sidewalks; and

WHEREAS, studies have shown that: (i) incidents involving e-bikes have more severe outcomes than conventional bicycle incidents, including a higher fatality ratio; (ii) pedestrians and other bystanders make up a small but measurable (3-4%) share of injuries and fatalities in e-bike related incidents; (iii) a significant percentage, although not a majority, of people involved in e-bike accidents are minors; and (iv) in 2025 at Rady Children's Health of Orange County (CHOC), a Level 1 Trauma Center, there were 165 e-bike pediatric trauma patient activations, compared to just 27 conventional bicycle activations; and

WHEREAS, operation of Regulated Mobility Devices on public sidewalks and in City parks creates conflicts with pedestrians and park-users and can result in collisions, falls and other accidents causing bodily injury and property damage; and

WHEREAS, the Carson Municipal Code ("CMC") does not sufficiently regulate the operation of Regulated Mobility Devices; and

WHEREAS, the CMC (Section 3244.2) currently prohibits riding a bicycle on a sidewalk in a business district, and requires bicyclists to yield to pedestrians in areas where bicycling on the sidewalk is permitted; and

WHEREAS, CMC 4139.2 provides that no person shall ride, operate or use a skateboard or in-line skates within a park except in the skate facility at Veteran's Park, but does not currently prohibit riding, operation or use of Regulated Mobility Devices in City parks; and

WHEREAS, California Vehicle Code (CVC) Sections 231, 21100, and 21206 authorize cities to enact ordinances regulating the parking and operation of electric bicycles on pedestrian facilities and bicycle facilities; and

WHEREAS, the CVC does contain certain regulations on electric bicycles, all of which apply in the City, and operators are required to adhere to those regulations. For example: (i) CVC Section 21200 provides that a person riding a bicycle, including an electric bicycle, upon a City street or highway has all the rights and is subject to all the provisions applicable to the driver of a vehicle; (ii) CVC Section 21212 requires all persons under 18 years of age who operate or ride a bicycle, including an electric bicycle, to wear a helmet; (iii) CVC Section 21213 prohibits persons under 16 years of age from operating a Class 3 electric bicycle, and requires all persons operating a Class 3 electric bicycle to wear a helmet; (iv) CVC Section 312.5(c) requires manufacturers and distributors of electric bicycles to apply a permanent label, in a prominent location, to each electric bicycle, containing the classification number, top assisted speed, and motor wattage of the electric bicycle; and (v) CVC section 24016 provides that a person shall not tamper with or modify an electric bicycle so as to change the speed capability of the bicycle, unless the bicycle continues to meet the definition of an electric bicycle under CVC Section 312.5(a) and the person appropriately replaces the label indicating the classification required in CVC Section 312.5(c); and

WHEREAS, CVC Section 21225 authorizes cities to enact ordinances regulating the registration of motorized scooters and the parking and operation of motorized scooters on pedestrian facilities, bicycle facilities and city streets and highways, provided that such regulation is not in conflict with the CVC; and

WHEREAS, CVC Section 21235 prohibits operation of motorized scooters on public sidewalks, except as may be necessary to enter or leave adjacent property, and prohibits leaving a motorized scooter lying on its side on any sidewalk, or parking a motorized scooter on a sidewalk in any other position, so that there is not an adequate path for pedestrian traffic; and

WHEREAS, CVC Section 21282 provides that, for the purpose of assuring the safety of pedestrians, including seniors, persons with disabilities, and others using sidewalks, bike paths, pathways, trails, bike lanes, streets, roads, and highways, a city may, by ordinance, regulate the time, place, and manner of the operation of electric personal assistive mobility devices as defined in CVC Section 313, and their use as a pedestrian pursuant to paragraph (2) of CVC Section 467(a), including limiting, prohibiting entirely in the local jurisdiction, or prohibiting use in specified areas as determined to be appropriate by local entities; and

WHEREAS, CVC Section 21266 provides that local authorities, by ordinance or resolution, may restrict or prohibit the use of low-speed vehicles, as defined in CVC Section 385.5; and

WHEREAS, pursuant to its police power, the City Council seeks to protect public health and safety by enacting further local regulations on Regulated Mobility Devices as set forth in this Ordinance; and

WHEREAS, in order to achieve this purpose, the City Council now desires to amend the CMC to prohibit riding or operation of Regulated Mobility Devices in pedestrian facilities, including in crosswalks and on public sidewalks, and in City parks, subject to specified exceptions; and

WHEREAS, all of the legal prerequisites to adoption of this Ordinance have occurred.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA DOES ORDAIN AS FOLLOWS:

SECTION 1. RECITALS. The foregoing recitals are true and correct, and are incorporated herein by this reference.

SECTION 2. AMENDMENT. Section 3244.2 (Riding on Sidewalks) of Part 5 (Traffic Regulations) of Chapter 2 (Traffic Regulations) of Article 3 (Public Safety) of the Carson Municipal Code is hereby amended to read in its entirety as follows:

"**3244.2 Riding on Sidewalks.**

No person shall ride a bicycle on any ***pedestrian facility, as defined in CMC 3246,*** ~~sidewalk~~ in a business district***, as defined in California Vehicle Code Section 235***. Any person riding a bicycle on a ***pedestrian facility*** ~~sidewalk~~ in any area where riding is permitted shall yield the right-of-way to any pedestrian. ***Notwithstanding the foregoing, this section does not apply to electric bicycles, which are subject to CMC 3246***"

SECTION 3. AMENDMENT. Section 3246 (Regulated Mobility Devices) is hereby added to Part 5 (Traffic Regulations) of Chapter 2 (Traffic Regulations) of Article 3 (Public Safety) of the Carson Municipal Code, to read in its entirety as follows:

"**3246 Regulated Mobility Devices.**
3246.1 Definitions.

The following terms have the following definitions for purposes of this Section 3246:

(a) "Bicycle" has the same meaning as in Vehicle Code section 231, as it may be amended from time to time.

(b) "Bicycle facility" means any public or private improvement, infrastructure, or space designed, designated, or operated primarily for use by persons riding bicycles or other Regulated Mobility Devices, whether separated from or shared with other modes of travel, including bicycle paths, bicycle lanes, bicycle routes, cycle tracks, and protected bikeways.

(c) “Class 1 electric bicycle” has the same meaning as in Vehicle Code section 312.5(a)(1), as may be amended from time to time.

(d) “Class 2 electric bicycle” has the same meaning as in Vehicle Code section 312.5(a)(2), as may be amended from time to time.

(e) “Class 3 electric bicycle” has the same meaning as in Vehicle Code section 312.5(a)(3), as may be amended from time to time.

(f) “Electric bicycle” has the same meaning as in Vehicle Code section 312.5, as may be amended from time to time. “Electric bicycle” includes “Class 1 electric bicycle,” “Class 2 electric bicycle,” and “Class 3 electric bicycle.”

(g) “Electric personal assistive mobility device” has the same meaning as in Vehicle Code section 313, as may be amended from time to time.

(h) “Electrically motorized board” has the same meaning as in Vehicle Code section 313.5, as may be amended from time to time.

(i) “Low-speed vehicle" has the same meaning as in Vehicle Code Section 385.5.

(j) “Motorized scooter” has the same meaning as in Vehicle Code section 407.5, as may be amended from time to time.

(k) “Pedestrian” has the same meaning as in Vehicle Code section 467, except “pedestrian” for purposes of this Section 3246 shall not include a person who is using an electric personal assistive mobility device.

(l) “Pedestrian facility” means any public sidewalk, crosswalk, or pedestrian way designed, designated, or operated primarily for use by pedestrians.

(m) “Regulated mobility device” means an electric bicycle, electric personal assistive mobility device, electrically motorized board, low-speed vehicle, motorized scooter, shared mobility device, and any other similar vehicle.

(n) “Shared mobility device" has the same meaning as in Civil Code section 2505, as may be amended from time to time.

(o) “Vehicle” has the same meaning as in Vehicle Code Section 670.

3246.2 Operation of Regulated Mobility Devices on Pedestrian Facilities.

No person shall operate, ride or propel a Regulated Mobility Device on any pedestrian facility, except as provided in paragraphs (a)-(c), below:

(a) Operation of a motorized scooter on any public sidewalk, except as may be necessary to enter or leave adjacent property, is prohibited by State law (Vehicle Code Section 21235). Consistent with state law and this Section, a motorized scooter may cross a public sidewalk to the extent necessary to enter or leave adjacent property.

(b) Operation of a motorized skateboard on any public sidewalk is prohibited by State law (Vehicle Code Section 21968), although an electrically motorized board is not a motorized skateboard for purposes of Vehicle Code Section 21968. Operation of an electrically motorized board on any public sidewalk is prohibited by this Section.

(c) A person may walk a Regulated Mobility Device, while dismounted from the Regulated Mobility Device, on a pedestrian facility.

No person shall leave standing, lying or unattended an electric bicycle on any pedestrian facility other than in a designated bicycle storage rack.

3246.3 Dangerous Operation of Electric Bicycles.

A person operating an electric bicycle shall not, while operating in a public street or bicycle facility:

(a) Perform acrobatics, tricks, stunts or other dangerous activities, such as barspins (spinning handlebars mid-air), bunny hops or jumps, stoppies (lifting the rear wheel using only the front brake), wheelies (riding on only the rear wheel while balancing upright), snapping (riding a wheelie directly into the path of oncoming vehicles or pedestrians and swerving away at the last second), swervers (intentionally cutting or weaving sharply in front of moving cars, trucks, or buses to provoke a sudden reaction), bumper boys (deliberately riding up to and striking or bouncing off moving or parked cars), or superman poses (where riders stretch their bodies completely flat, lying horizontally across the seat or frame of a bicycle or e-bike, while holding the handlebars, often while moving fast through traffic);

(b) Engage in racing, speed or stunt contests;

(c) Fail to yield to vehicles, other Regulated Mobility Devices or pedestrians when required;

(d) Operate in groups of more than two bicycles or electric bicycles abreast; or

(e) Leave standing, lying or unattended an electric bicycle on a public street or bicycle facility other than in a designated bicycle storage rack.

3246.4 Violations and Enforcement.

(a) In addition to any fines or penalties authorized by this Chapter, a peace officer may seize any electric bicycle operated by a minor when the officer has probable cause to believe that the minor committed any violation of this Section 3246 and that the violation created an

immediate or substantial risk to public safety. Violations that create an immediate or substantial risk to public safety may include the activities described in subsections (a)-(d) of Section 3246.3, above.

(b) Written notice of seizure and instructions for release procedures shall be provided to the minor and to the parent or legal guardian of the minor.

(c) Conditions for release. An electric bicycle seized pursuant to this Section 3246 shall be released after a minimum of 48 hours, if both of the following conditions are met:

(1) The minor operator has completed, in person at the Carson Sheriff's station or Public Safety Department office, a Sheriff's and Public Safety Department-approved electric bicycle safety and training program.

(2) The minor's parent or legal guardian is present at the time the electric bicycle is released.

No monetary payment or administrative penalty shall substitute for completion of these requirements.

(d) The City may impose administrative charges not exceeding its actual administrative costs directly related to the removal, seizure, and storage of a Regulated Mobility Device, as provided for in Vehicle Code Section 22651.08. Administrative charges may include, but are not limited to, costs associated with towing coordination, documentation, processing, and recordkeeping.

(e) In lieu of a fine or administrative citation as authorized by this Code or Chapter, and in lieu of filing charges in any court of competent jurisdiction for a violation, the Captain of the Carson Sheriff's Station or designee, or the Director of Public Safety or designee, may allow a violator of this Section to complete a Sheriff and Public Safety Department-provided safety course for Regulated Mobility Devices.

3246.5 Exemptions.

(a) Public Agency Personnel. This Section 3246 does not apply to operation of Regulated Mobility Devices by City or law enforcement personnel in the performance of their official duties.

(b) Disability. This Section 3246 is not intended to apply to or otherwise restrict Regulated Mobility Devices used in a manner that complies with applicable state and federal law by physically disabled persons as defined under the Americans with Disabilities Act (42 U.S.C. Section 12101 *et seq.*)."

SECTION 4. AMENDMENT. Section 4139.2 (Skate Park Regulations) of Chapter 1 (Prohibited Conduct – Offenses) of Article 4 (Public Peace) of the Carson Municipal Code is hereby amended to read as follows:

“**4139.2 Skate Park Regulations.**

The skate facility at Veteran's Park is hereby designated for skateboarding and in-line skating (the "skate facility"). The boundaries of the skate facility are on file in the office of the City Engineer and are further defined by the fence and signs surrounding the skate facility. No person shall ride, operate or use a skateboard or in-line skates within a park except in the skate facility. Within the skate facility, it shall be unlawful for any person to:

(a) Ride, operate, or use a skateboard or in-line skates unless that person is wearing a helmet designated for skateboard use with a chin strap, elbow pads designated for skateboard use with plastic elbow caps, and knee pads designated for skateboard use with plastic knee caps, which equipment shall be in good repair at all times during use;

(b) Ride, operate, or utilize a skateboard or in-line skates unless such equipment is in good repair at all times during use;

(c) Place or utilize additional obstacles or other material (including, but not limited to, ramps or jumps) within the skate facility;

(d) Enter the skate facility unless actively skateboarding or in-line skating in accordance with these regulations;

(e) Use, consume, or have within his or her custody or control food, beverages, tobacco products or illegal drugs within the skate facility;

(f) Enter or be upon the skate facility while under the influence of alcoholic beverages or illegal drugs;

(g) Use or possess glass containers, bottles or other breakable glass products within the skate facility;

(h) Use or engage in profanity, reckless or boisterous behavior (including, but not limited to, tandem riding, pushing, profanity, horseplay, and bullying), graffiti or tagging, loud music or any other activity which could endanger the safety of persons using the skate facility or spectators;

(i) Enter or be upon the skate facility at any time except during its posted hours of operation; or

(j) Ride, operate, or utilize any device other than a ***non-motorized, non-electric*** skateboard or in-line skates (prohibited devices include, but are not limited to, ***Regulated Mobility Devices as defined in CMC 3246.1,*** bicycles or motor vehicles) on the skate facility.”

SECTION 5. AMENDMENT. Section 4139.3 (Regulated Mobility Devices) is hereby added to Chapter 1 (Prohibited Conduct – Offenses) of Article 4 (Public Peace) of the Carson Municipal Code, to read in its entirety as follows:

"**4139.3 Regulated Mobility Devices**.

(a) No person shall operate, ride or propel a bicycle or Regulated Mobility Device, as those terms are defined in CMC 3246.1, in any public park owned or operated by the City of Carson, except as provided in subsections (b)-(d) below.

(b) In connection with the above subsection (a), any person operating or riding a bicycle or Regulated Mobility Device to the park shall dismount from the bicycle or Regulated Mobility Device upon entering the park, except as provided in subsection (d) below.

(c) Except as provided in subsection (d) below, upon dismount from the bicycle or Regulated Mobility Device at the entry to the park, a person who wishes to enter the park with such bicycle or Regulated Mobility Device shall walk or carry the bicycle or Regulated Mobility Device with them while on park grounds. In the case of a bicycle or electric bicycle, the person shall walk the bicycle or electric bicycle along the park's sidewalk or hard-scaped walking path to a City-provided bicycle storage rack (if any) for storage until the person leaves the park.

(d) This Section 4139.3 does not apply to:

(1) operation of Regulated Mobility Devices by City or law enforcement personnel in the performance of their official duties; or

(2) operation of Regulated Mobility Devices by in a manner that complies with applicable state and federal law by physically disabled persons as defined under the Americans with Disabilities Act (42 U.S.C. Section 12101 *et seq.*)."

SECTION 6. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one of more sections, subsections, sentences, clauses, phrases, or portions thereof may be declared invalid or unconstitutional.

SECTION 7. EFFECTIVE DATE. This ordinance shall be in full force and effect thirty (30) days after its adoption.

<u>SECTION 8.</u> CERTIFICATION. The City Clerk shall certify to the adoption of this ordinance, and shall cause the same to be published and codified in the manner required by law.

[SIGNATURES ON FOLLOWING PAGE]

PASSED, APPROVED, and **ADOPTED** at a regular meeting of the City Council on this _____ day of _____, 2026.

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:

_____
Sunny K. Soltani, City Attorney

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

I, Dr. Khaleah K. Bradshaw, City Clerk of the City of Carson, do hereby certify that the foregoing Ordinance No. 26-____ was duly passed and approved by the City Council of the City of Carson at a regular meeting of said Council held on the ____ day of _____, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Dr. Khaleah K. Bradshaw, City Clerk

CITY OF CARSON

File #: **Version:**

Report to Honorable Mayor and City Council

Tuesday, October 6, 2026, 5:00 PM

DISCUSSION 36.

To: Honorable Mayor and City Council

From: Dr. Khaleah K. Bradshaw, City Clerk CCO Administration

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

I. SUMMARY

This item is on the agenda to consider only uncontested appointments of City Commission, Committee, and Board members in accordance with the City Charter, Article VI, by Mayor and City Council.

Also, consider all (contested and uncontested) appointments to all commissions and also consider appointments to City Affiliated Organizations.

Pursuant to Section 602 of the City Charter provides, in part, the mayor and each member of the city council may appoint one member to a position on each City board or City commission, and the remaining membership positions shall be appointed by the mayor and approved by a majority of the city council, including the three alternates.

II. RECOMMENDATION

TAKE the following actions:

1. CONSIDER and only APPOINT uncontested members to the City Commissions, Committees, and Boards;
2. CONSIDER and APPOINT all (contested and uncontested) members to all commissions except Planning Commission and Environmental Commission;
3. CONSIDER and APPOINT members to City Affiliated Organizations;
4. DIRECT the City Clerk to notify all affected appointments of this action in writing;
5. IF APPLICABLE, DIRECT the City Clerk to post and publish in accordance with the Maddy Act

III. ALTERNATIVES

N/A

IV. BACKGROUND

Every two years after the municipal election, most Commission and Board appointments expire. As unscheduled vacancies occur and/or members are frequently absent, it is best practice to consider new appointments.

Invitations to submit an appointment application for all interested person(s) were posted in accordance with the Maddy Act. Applications for individuals requesting appointments were previously provided under separate cover to the Mayor and City Council.

V. FISCAL IMPACT

Funds for member stipends are already budgeted for Fiscal Year 2026-2027.

VI. EXHIBITS

1. Updated Local Appointments List for Commissions, Committees, and Boards

Attachments

Updated Local Appointments List for Commissions Committees and Boards.pdf

CITY OF CARSON

LOCAL APPOINTMENTS LIST FOR COMMISSIONS, COMMITTEES, AND BOARDS
(Pursuant to Government Code Section 54970 et seq.)

NOTICE IS HEREBY GIVEN that the current terms for the following Commissioners, Committee, and Board Members will expire as indicated for the respective bodies listed. Any interested resident of the City of Carson, California, is eligible to serve on any of the commissions, committees, or boards below, unless otherwise specified. Applications are available at the City Clerk's Office by request at (310) 952-1720.

* The following appointed positions may receive compensation
** Mayor's uncontested appointment
Vacant

I. COMMISSIONS

Article VI, §602 of the City Charter: To be qualified for appointment, the member shall be a qualified elector of the City, shall be domiciled in the City for at least sixty (60) days immediately preceding their appointment, and shall continue to reside in the City for the duration of his or her tenure, unless otherwise provided by ordinance.

The mayor and each member of the city council may appoint one member to a position on each City board, committee or commission, and the remaining membership positions shall be appointed by the mayor and approved by a majority of the city council, including the three alternates.

[1] Economic Development Commission

Established by: Ordinance No. 00-1191. §1 (CMC §27104.1); Ordinance No. 21-2108
Membership: 9 members; 3 alternates

Qualification: Shall be and remain a resident of, or have a place of employment or business in the City of Carson, and be at least 18 years of age. Shall include representatives of all major sectors of the Carson business community as determined in the sole discretion of the City Council.

Meetings: 1st Thursday, 8:00 a.m. (Executive Conference Room)
Staff Liaison: Chris Palmer, Economic Development Manager x1365 and LaToya Butler, Innovation & Business Liason x1320
Support Staff: Sandy Solis, Division Secretary x1325

Commissioner		Appointed	Term Expires
Aldridge Jr., Ray (LDH)**		12-06-22	11-30-26
Childers, Christopher (CH)		12-06-22	11-30-26
Embry, Darren (LDH)		04-04-23	11-30-26
Kelley, Blake (LDH)		04-04-23	11-30-26
Jimenez, Trini (AR)		12-06-22	11-30-26
Luevano, Jose (JH)		06-17-25	11-30-26
Sparrow, Clyde (LDH)		04-04-23	11-30-26
Vacant (LDH)			11-30-26
Baddeley, Kevin (JD)		06-17-25	11-30-26
Cordova, Ted (LDH)	Alt. 1	04-04-23	11-30-26
Ibarra, Victor (LDH)	Alt. 2	02-06-24	11-30-26
Ross, Kevin (LDH)	Alt. 3	06-03-26	11-30-26

[2] Environmental Commission*

Established by: Ordinance No. 70-128; §1 (CMC §2750); Ordinance No. 21-2103

Membership: 9 members; 3 alternates

Qualification: Shall be and remain a resident of the City of Carson and be at least eighteen (18) years of age at the time of the member's appointment

Meetings: 1st Wednesday, 6:30 p.m. (Executive Conference Room)
Staff Liaison: Reata Kulcsar, Innovation & Sustainability Officer x1312

Support Staff: Jessica Coria, Division Secretary x1823; Evelyne Carmona, Senior Administrative Analyst x1636; Kristin Smith, Council Aide x1743

Commissioner		Appointed	Term Expires
Morgan, Daniel (JH)		06-16-26	11-30-26
Swayzer, Ezekiel (LDH)		12-03-24	11-30-26
Hopson, Lillian (LDH)**		12-03-24	11-30-26
Ford, Brittney (LDH)		05-21-25	11-30-26
Koons, William (JD)		12-03-24	11-30-26
Peralta, Maribel (AR)		01-07-25	11-30-26
Hunt, Joseph (LDH)		05-21-25	11-30-26
Taylor, Hourie (CH)		12-06-22	11-30-26
Watkins, Freeman (LDH)		12-03-24	11-30-26
Vacant (LDH)	Alt. 1		11-30-26
Vacant (LDH)	Alt. 2		11-30-26
Vacant (LDH)	Alt. 3		11-30-26

[3] Human Relations Commission*
Established by: Ordinance No. 74-294; Ordinance No. 87-812, §1; Ordinance No. 89-883,§1
Membership: 11 members (7 general, 2 youth, 2 w/ a focus on disability-related matters); 3 alternates
Qualification:Shall be a resident of the City of Carson. Youth members shall be 16-21 years of age, enrolled in school at time of appointment, maintain a 2.0 GPA, shall have interest in human relations.
Meetings: 3rd Wednesday, 6:30 p.m. (City Manager Conference Room)
Staff Liaison: Cac Le, Council Aide x1722
Support Staff:

Commissioner		Appointed	Term Expires
Junio, Teresita (LDH)		12-03-24	11-30-26
Calhoun, Jill (AR)		12-06-22	11-30-26
Davenport, Kimberley (JH)		04-04-23	11-30-26
Fuentes, Sonia (JD)		12-02-25	11-30-26
Ramos, Jessica (LDH)		12-03-24	11-30-26
Reed, Cassandra (CH)		12-06-22	11-30-26
Russ, Harriett (LDH)**		12-03-24	11-30-26
Ifeacho, Dr. Chinyere (LDH)	Alt. 1	12-03-24	11-30-26
Viernes, Irene (LDH)	Alt. 2	12-03-24	11-30-26
Ahaiwe-Simpson, Stacy (LDH)	Alt. 3	02-17-26	11-30-26
Thompson, Audra (LDH)	Disability Advocate	10-21-25	11-30-26
Padua, Luz (LDH)	Disability Advocate	10-21-25	11-30-26
Paxton, Cameron (LDH)	Youth	02-18-25	11-30-26
Vacant (LDH)	Youth		11-30-26

[4] Parks, Recreation, and Cultural Arts Commission*

Established by: Ordinance No. 69-65 (CMC §2735); Ordinance No. 21-2106

Membership: 9 members; 3 alternates
Qualification: Resident of City of Carson
Meetings: Last Thursday, 6:30 p.m. (Executive Conference Room)

Staff Liaison: Michael Whittiker, Jr. Director of Community Services x3571

Support Staff: Kimberyly Madrigal, Administrative Secretary x3581

Commissioner		Appointed	Term Expires
Cainglet, Jesus-Alex (CH)		12-06-22	11-30-26
Cortado, Kimberly (JH)		06-20-23	11-30-26
Dahilig Jr., Cesar (LDH)		12-03-24	11-30-26
Lawrence, Shannon (LDH)		12-03-24	11-30-26
Gonzalez, Walter (LDH)		12-03-24	11-30-26
Hilliard, Kisa (JD)		12-03-24	11-30-26
Hunter, Edwina (AR)		12-06-22	11-30-26
Langston, DeAnthony (LDH)		12-03-24	11-30-26
Johnson, Jo Jacqueline (LDH)**		04-01-25	11-30-26
Brown Sr., Kelvin (LDH)	Alt. 1	12-03-24	11-30-26
Vacant (LDH)	Alt. 2		11-30-26
Brillantes, Rudolfo (LDH)	Alt. 3	12-03-24	11-30-26

[5] Planning Commission*

Established by: Ordinance No. 13 (CMC §2700); § 606 of the City Charter

Membership: 9 members; 3 alternates
Qualification: Resident of City of Carson
Meetings: 2nd and 4th Tuesday, 6:30 p.m. (City Council Chambers)

Staff Liaison: Christopher Palmer, Economic Development Manager x1365

Support Staff: McKina Alexander, Planning Manager x1326; Laura Gonzalez, Planning Secretary x 1328

Commissioner		Appointed	Term Expires
Diaz, Louie (JD)		12-03-24	11-30-26
Docdocil, Frederick (LDH)**		12-03-24	11-30-26
Guerra, Carlos (LDH)		12-03-24	11-30-26
Vacant (AR)			11-30-26
Huff, Del (LDH)		12-03-24	11-30-26
Wilson, Leticia (LDH)		12-03-24	11-30-26
Mfume, DeQuita (LDH)		12-03-24	11-30-26
Johnson, Clarence (JH)		03-19-24	11-30-26
Thomas, Dianne (CH)		12-06-22	11-30-26
Montecarlo, Jaime (LDH)	Alt. 1	12-03-24	11-30-26
Vacant (LDH)	Alt. 2		11-30-26
Vacant (LDH)	Alt. 3		11-30-26

[6] Public Relations Commission*
Established by: Ordinance No. 01-1239, §2 (CMC §27105.1)
Membership: 9 members; 3 alternates
Qualification: Shall be a resident of the City of Carson and be at least eighteen (18) years of age at the time of the member's appointment.
Meetings: 4th Tuesday, 12:00 p.m. (City Manager Conference Room)
Staff Liaison: Danielle Halsey, Public Information Analyst x1606
Support Staff: Christine Foisia, Senior Clerk x1740

Commissioner		Appointed	Term Expires
Eatman, Sonya (LDH)	Community Rep.	12-03-24	11-30-26
Waddis, Dorcas (LDH)*	Community Rep.	06-17-25	11-30-26
Stewart, Linda (LDH)	Community Rep.	12-03-24	11-30-26
Sandoz, Jeretta (AR)	Community Rep.	12-03-24	11-30-26
Ross, Dorothy (JD)	Public Relations Specialist	12-03-24	11-30-26
Vacant (LDH)	Public Relations Specialist		11-30-26
Pitcher, Pamela (LDH)	Public Relations Specialist	12-03-24	11-30-26
Smith, Byron (CH)	Public Relations Specialist	03-06-24	11-30-26
Price, Dr. Denice (JH)	Public Relations Specialist	04-04-23	11-30-26
Washington, Deborah (LDH)	Alt. 1	06-17-25	11-30-26
Smith, Shirley (LDH)	Alt. 2	03-03-26	11-30-26
Page, Brent (LDH)	Alt. 3	02-18-25	11-30-26

[7] Public Safety Commission*
Established by: Ordinance No. 99-1160 §1; Ordinance No. 01-1239 §1 (CMC §27103.6); Ordinance No. 21-2104
Membership: 9 members; 3 alternates
Qualification: Shall be a resident of the City of Carson and be at least eighteen (18) years of age at the time of the member's appointment.
Meetings: 3rd Thursday, 6:30 p.m. (Executive Conference Room)
Staff Liaison: Priscilla Palma, Division Secretary x1787
Support Staff:

Commissioner		Appointed	Term Expires
Allen, Jeffrey (LDH)		12-03-24	11-30-26
Arnold, Keith (LDH)		12-03-24	11-30-26
Flinton, Lawrence (AR)		08-06-24	11-30-26
Dacus, Samuel (LDH)		12-03-24	11-30-26
Dorsey, Donnie (CH)		12-06-22	11-30-26
Lewis, Prentiss (JH)		04-04-23	11-30-26
Rivers, Angela (LDH)		12-03-24	11-30-26
Romero, Heidi (LDH)**		12-03-24	11-30-26
Cogut, Louis (JD)		12-03-24	11-30-26
Wilson, Michael (LDH)	Alt. 1	12-03-24	11-30-26
Brown, Randy (LDH)	Alt. 2	12-03-24	11-30-26
Vacant (LDH)	Alt. 3		11-30-26

[8] Public Works Commission*
Established by: Ordinance No. 99-1181 §2 (CMC §2798.6)
Membership: 9 members; 3 alternates

Qualification: Have interest, experience or ability in construction, transportation, traffic, or circulation areas to ensure that traffic, vehicle parking, bikeways, and transportation systems and other City facilities are regulated and constructed in a manner calculated to best provide for the safety and welfare of the public. Shall be and remain a resident of, or have a place of employment or business in, the City of Carson, and be at least eighteen (18) years of age at the time of the member's appointment.

Meetings: 2nd Monday, 6:30 p.m. (Executive Conference Room)
Staff Liaison: Gilbert Marquez, Principle City/Civil Engineer x1813
Support Staff: Taelour James, Division Secretary x1801

Commissioner		Appointed	Term Expires
Fields, Brandon (AR)		02-03-26	11-30-26
Calhoun, James (JD)		01-20-26	11-30-26
Fe'esago, Uli (LDH)		01-20-26	11-30-26
McNichols, Ryan (LDH)		12-03-24	11-30-26
Howard, Kobii (LDH)		01-20-26	11-30-26
Hollaway, John (LDH)		04-07-26	11-30-26
Vacant (CH)			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
Benson, Charlotte (CH) *Pending Oath		09-15-26	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
Flores, Sebastian (LDH)		09-15-26	11-30-26
Estrada, Juan (LDH)		06-06-24	11-30-26
Vacant (JD)			11-30-26
Cones-Cano, Sydney (LDH)		01-06-26	11-30-26
Zulueta, Nathaniel (LDH)**		02-17-26	11-30-26
Wood, Zoey (CH)		06-06-24	11-30-26
Ortiz, Miranda (LDH)		01-06-26	11-30-26
Homna, Kayla (AR)		01-07-25	11-30-26
Macias, Lea (LDH)		01-07-25	11-30-26
Perez, Alex (LDH)	Alt. 1	09-15-26	11-30-26
Peji, Gian Matthew (LDH)	Alt. 2	09-15-26	11-30-26
Harris, Leilah (LDH)	Alt. 3	09-15-26	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
Sumaron, Michael (AR) *Pending Oath	At-large	09-15-26	11-30-26
Clark Harris, Dr. Alice (LDH)	At-large Alt. 1	04-04-23	11-30-26
Muhammad, Nafis (LDH)	At-large Alt. 2	04-04-23	11-30-26
Perez, Karey (LDH)	At-large Alt. 3	04-04-23	11-30-26
Hayes, Phyllis (LDH)	At-large Alt. 4	04-04-23	11-30-26
Horton, Maria (LDH)	Park Owner	12-02-25	11-30-26
Forbath, Susy (LDH)	Park Owner	04-04-23	11-30-26
Dzikowski, Barbara (LDH)	Park Owner Alt. 1	12-02-25	11-30-26
Kleege, Robert Bruce (LDH)	Park Owner Alt. 2	03-04-25	11-30-26
Vacant (LDH)**	Resident Homeowner		11-30-26
Hernandez, Susan (CH)	Resident Homeowner	09-01-26	11-30-26
Davis, William (LDH)	Resident Homeowner Alt. 1	04-04-23	11-30-26
Vacant (LDH)	Resident Homeowner Alt. 2		11-30-26

[15] Relocation Appeals Board
Established by: Ordinance No. 74-313 (CMC §21004)
Membership: 9 members; 3 alternates
Qualification: Resident of the City of Carson
Meetings: Only when necessary
Staff Liaison: Sandy Solis, Economic Development Liaison x1325
Support Staff:

		Appointed	Term Expires
Batucal, Dennis (LDH)		04-04-23	11-30-26
Evans, Linda (LDH)		04-04-23	11-30-26
Tate, Dorothy (LDH)**		01-23-24	11-30-26
Guray, Jr., Tancredo "Jun" (JD)		12-03-24	11-30-26
Witherspoon, Murphy (LDH)		01-07-25	11-30-26
Anson, Jr., Oscar (LDH)		01-23-24	11-30-26
Vacant (CH)			11-30-26
Morrison, Christopher (JH)		09-16-25	11-30-26
Vacant (AR)			11-30-26
Vacant (LDH)	Alt. 1		11-30-26
Vacant (LDH)	Alt. 2		11-30-26
Vacant (LDH)	Alt. 3		11-30-26

III. SPECIAL COMMITTEE

[16] General Plan Advisory Committee
Established by: Minute Action 10-03-17; Amended by Resolution No. 19-029;
Amended by Resolution No. 21-031
Membership: 7 members; 2 alternates
Meetings: Only when necessary
Staff Liaison: McKina Alexander, Planning Manager x1326
Support Staff: Planning Technician x1327

		Appointed	Term Expires
Mayor Lula Davis-Holmes (LDH)		04-04-23	11-30-26
Councilmember Jim Dear (JD)		12-03-24	11-30-26
Brimmer, Charlotte (LDH)**		04-04-23	11-30-26
Dudley-Kimble, Monica (CH)		04-04-23	11-30-26
Gonzalez, Leonor (AR)		04-04-23	11-30-26
Hamilton, Dr. John (JH)		04-04-23	11-30-26
Sheriff Department Representative (LDH)		04-04-23	11-30-26
Cottrell-Fulbright, Lisa (LDH)	Alt. 1	04-04-23	11-30-26
Lott, Aminika (LDH)	Alt. 2	04-04-23	11-30-26

IV. SPECIAL BOARD

[17] Carson Reclamation Joint Powers Authority (CRJPA)

Established by: Resolution No. 15-01-CRJPA; Resolution No. 21-02-CRJPA

Membership: 5 members
Meetings: 1st Monday, 4:00 p.m. (Helen Kawagoe Council Chambers)
Staff Liaison: John Raymond, Executive Director x1773
Support Staff: Sylvia Rubio, Executive Assistant x1318

	Appointed	Term Expires
Authority Chair Lula Davis-Holmes	01-20-26	01-20-31
Vice Chair Cedric Hicks	01-20-26	01-20-31
Board Member Ray Aldridge, Jr.	01-20-26	01-20-31
Board Member Lillian Hopson	01-20-26	01-20-31
Board Member Dianne Thomas	01-20-26	01-20-31

V. COUNCIL SUB-COMMITTEES

[18] Bingo/Fireworks
Established by: Minute Order 04-02-19

	Appointed
Mayor Davis-Holmes	12-03-24
Councilmember Rojas	12-03-24

[19] Community Development/Housing/Logistics & Transit Standing Committee
Established by: Minute Order 04-02-19

	Appointed
Mayor Davis-Holmes	12-03-24
Mayor Pro Tempore Hicks, Sr.	12-03-24

[20] Dignity Health Sports Park/CSUDH/Community Center Standing Committee
Established by: Minute Order 04-02-19

	Appointed
Mayor Pro Tempore Hicks, Sr.	06-01-21
Councilmember Dr. Hilton	06-01-21

[21] Legislative Ad Hoc Committee
Established by: Minute Order 02-16-21

	Appointed
Mayor Pro Tempore Hicks, Sr.	12-03-24
Councilmember Dr. Hilton	12-03-24

[22] City Hall/Community Center Renovation Ad Hoc Committee
Established by: Minute Order 01-16-21

	Appointed
Mayor Davis-Holmes	01-26-21
Councilmember Dr. Hilton	01-26-21

[23] Economic Development/E-Commerce Ad-Hoc Committee
Established by: Minute Order 03-02-21

	Appointed
Mayor Davis-Holmes	03-02-21
Mayor Pro Tempore Hicks, Sr.	03-02-21

[24] Conditional Use Permit Ad Hoc Committee
Established by: Minute Order 04-05-22

	Appointed
Mayor Davis-Holmes	04-05-22
Councilmember Dr. Hilton	04-05-22

[25] Housing Ad Hoc Committee
Established by: Minute Order 03-16-21

	Appointed
Councilmember Dr. Hilton	12-03-24
Mayor Pro Tempore Hicks, Sr.	12-03-24

[26] Diversity, Equity and Inclusion Ad Hoc Committee
Established by: Minute Order 09-07-21

	Appointed
Councilmember Dr. Hilton	09-07-21
Councilmember Rojas	03-01-22

[27] Standard Management Procedures and Special Ecents Ad Hoc Committee
Established by: Minute Order 01-04-22

	Appointed
Mayor Davis-Holmes	01-04-22
Councilmember Dr. Hilton	01-04-22

[28] Cell 2 Settlement Ad Hoc Committee
Established by: Minute Order 02-07-22 (Carson Reclamation Authority)

	Appointed
Authority Chair Lula Davis-Holmes	02-07-22
Board Member Dianne Thomas	02-07-22

[29] School Safety Ad Hoc Committee
Established by: Minute Order 02-15-22

	Appointed
Councilmember Dr. Hilton	12-03-24
Councilmember Rojas	12-03-24
Captain Jones Norman	12-03-24

[30] Carson Finance and Audit Committee
Established by: Minute Order 06-20-23

	Appointed
Mayor Davis-Holmes	06-20-23
Councilmember Rojas	06-20-23
Mayor Pro Tempore Hicks, Sr.	02-18-24

[31] Short-Term Rentals Ad Hoc Committee
Established by: Minute Order 03-02-21
Established by: Minute Order 10-03-23

	Appointed
Mayor Davis-Holmes	10-03-23
Councilmember Dr. Hilton	10-03-23

[32] Special Event Ad Hoc Committee
Established by: Minute Order 06-06-24

	Appointed
Mayor Davis-Holmes	06-06-24
Councilmember Dr. Hilton	06-06-24

[33] LA '28 Olympics Ad Hoc Committee
Established by: Minute Order 07-16-24

	Appointed
Mayor Davis-Holmes	07-16-24
Councilmember Dr. Hilton	07-16-24

[34] Refinery Ad Hoc Committee
Established by: Minute Order 12-03-24

	Appointed
Mayor Davis-Holmes	12-03-24
Mayor Pro Tempore Hicks, Sr.	12-03-24

[35] Grocery Store Ad Hoc Committee
Established by: Minute Order 06-18-24

	Appointed
Councilmember Dr. Hilton	06-18-24
Mayor Pro Tempore Hicks, Sr.	06-18-24

[36] Gil Smith Mermorial Ad Hoc Committee
Established by: Minute Order 01-07-25

	Appointed
Mayor Pro Tempore Hicks, Sr.	02-03-26
Councilmember Dr. Hilton	01-07-25

[37] Energy Ad Hoc Committee
Established by: Minute Order 09-16-25

	Appointed
Mayor Pro Tempore Hicks, Sr.	09-16-25
Councilmember Dr. Hilton	09-16-25

[38] Transportation and Dial-A-Ride Services Ad Hoc Committee
Established by: Minute Order 11-05-25

	Appointed
Mayor Pro Tempore Hicks, Sr.	11-05-25
Councilmember Dr. Hilton	11-05-25

[39] Drive Construction Project Ad Hoc Committee
Established by: Minute Order 03-03-25

	Appointed
Mayor Lula Davis-Holmes	03-03-26
Board Member Dianne Thomas	03-03-26

VI. CITY AFFILIATED ORGANIZATIONS

[40] California Contract Cities Association

		Appointed
Mayor Pro Tempore Hicks, Sr.	Delegate	12-03-24
Mayor Davis-Holmes	Alternate	12-03-24

[41] Clean Power Alliance

Ord. No. 17-1633; LACCE Joint Powers (Authority)

		Appointed
Mayor Pro Tempore Hicks, Sr.	Delegate	11-15-22
Councilmember Rojas	Alt. 1	12-03-24
Staff Member Reata Kulcsar	Alt. 2	11-15-22

[42] County of Los Angeles Public Library Commission

		Appointed
Mayor Davis-Holmes	Delegate	12-03-24

[43] County SanitationDistricts of Los Angeles (Dist. No. 8)*

Automatic designation of Mayor as Delegate per Health and Safety Code Section 4730. City Council as governing body, must select an alternate to act in place of presiding officer (Mayor) in absence, inability, or refusal to act.

		Appointed
Mayor Davis-Holmes	Delegate	01-26-21
Councilmember Dr. Hilton	Alternate	12-03-24

[44] Greater Los Angeles County Vector Control District (Formerly SE Mosquito Abatement)*

The District's governing power is vested in its 35 members of the Board of Trustees. One trustee is appointed by each of the 34 cities and the County Board of Supervisors appoints one to represent unincorporated areas of Los Angeles County. To be appointed, the member must reside in and be a resident voter of the representative city (or county for county member) in the District. Board member duties and responsibilities include setting policy, establishing the budget, approving expenditures, and retaining legal counsel. The vector Trustee appointment and term are governed by the State Health and Safety Code and begin and end on the first Monday in January. Additionally, the State Health and Safety code does not allow for alternate members to be appointed.

		Appointed	Term Expires
Councilmember Dear	Delegate	01-26-21	01-05-26

(effective 01-03-22)

[45] L.A. County City Selection Committee

Per Government Code Section 50270, the membership of each such City Selection Committee shall consist of the Mayor of each city within the county. Members of the LA County City Selection Committee include the Mayor of each city within Los Angeles County. Each city appoints an elected official as a delegate to the City Selection Committee; it usually is the Mayor. The term of office for each Member of the LA County City Selection Committee coincides with City Mayor terms, and the Committee meets three or four times a year, at the call of the Chairman. Their duties are to appoint City representatives to such Boards, Commissions and Agencies as may be required by law, i.e., LAFCO, South Coast Air Quality Management District, Los Angeles County Metropolitan Transportation Authority, Los Angeles County Hazardous Waste Management Advisory Committee; and to nominate for appointment Members to the California Coastal Commission. Nominations for the City Selection Committee appointees to the MTA are made by the Sector Subcommittees for the Sectors whose representatives' terms are expiring. The cities assigned to one of the four regions in Los Angeles County. Nominations for the City Selection Committee appointees to the MTA are made by the Sector Subcommittees for the Sectors whose representatives' terms are expiring. The cities assigned to one of the four regions in Los Angeles County (North County/San Fernando Valley, San Gabriel Valley, Southeast Long Beach and Southwest Corridor) shall meet as a Sector Subcommittee. Each candidate with a majority weighted vote will then be nominated from that Sector for consideration for appointment to the MTA.

		Appointed
Mayor Davis-Holmes	Delegate	01-26-21
Councilmember Dr. Hilton	Alternate	01-23-24

[46] League of California Cities

		Appointed
Councilmember Rojas	Delegate	03-01-22
Councilmember Dr. Hilton	Alt. 1	01-26-21
Mayor Davis-Holmes	Alt. 2	12-03-24

[47] League of California Cities (Los Angeles Co. Division)

		Appointed
Councilmember Dr. Hilton	Delegate	12-03-24
Councilmember Rojas	Alt. 1	01-26-21
Mayor Davis-Holmes	Alt. 2	12-03-24

[48] National League of Cities

		Appointed
Mayor Pro Tempore Hicks, Sr.	Delegate	01-26-21
Councilmember Rojas	Alt. 1	12-03-24
Councilmember Dr. Hilton	Alt. 2	12-03-24

[49] South Bay Cities Council of Govts (Joint Powers Authority)

		Appointed
Mayor Pro Tempore Hicks, Sr.	Delegate	01-26-21
Mayor Davis-Holmes	Alternate	12-03-24

[50] South Bay Workforce Investment Board

		Appointed	Term Expires
Ted Cordova	Member	06-18-24	06-30-28
Jeffrey Jennison	Member	06-18-24	06-30-28
Janice Jimenez	Member	07-01-21	06-30-25
Tamala Lewis	Member	07-01-19	06-30-23
Tami Lorenzen-Fanselow	Member	07-01-19	06-30-23

[51] Southern California Association of Governments (SCAG)

		Appointed
Councilmember Dr. Hilton	Delegate	01-26-21
Mayor Davis-Holmes	Alt. 1	01-26-21
Councilmember Rojas	Alt. 2	12-03-24

[52] U.S. Conference of Mayors

		Appointed
Mayor Davis-Holmes	Delegate	01-26-21
Councilmember Rojas	Alt. 1	03-01-22
Mayor Pro Tempore Hicks, Sr.	Alt. 2	01-26-21

[53] West Basin Water Association

		Appointed
Mayor Davis-Holmes	Delegate	12-03-24
Mayor Pro Tempore Hicks, Sr.	Alternate	01-26-21