

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



**TUESDAY, FEBRUARY 18, 2025  
701 East Carson Street  
City Hall**

**5:00 PM**

Lula Davis-Holmes, Mayor

Jawane Hilton, Mayor Pro Tem and District 1 Councilmember

Cedric L. Hicks, Sr., District 3 Councilmember

Jim Dear, District 2 Councilmember

Arleen Bocatija Rojas, District 4 Councilmember

Dr. Khaleah Bradshaw, City Clerk

Monica Cooper, City Treasurer

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***"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](http://www.carsonca.gov) or on Youtube: [www.youtube.com/c/CityofCarsonCaliforniaOfficialYouTubePage](https://www.youtube.com/c/CityofCarsonCaliforniaOfficialYouTubePage)
- 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](mailto: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.

**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*

CALL TO ORDER: CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY/PUBLIC FINANCING  
AUTHORITY TUESDAY, FEBRUARY 18, 2025

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ROLL CALL (CITY CLERK)

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FLAG SALUTE

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INVOCATION (Item 1)

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1. PASTOR MICHAEL EALEY FROM PREVAILING IN CHRIST MINISTRIES

CLOSED SESSION (Items 2 - 4)

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

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ANNOUNCEMENT OF CLOSED SESSION ITEMS (CITY ATTORNEY)

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

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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: CAM-Carson, LLC v. Carson Reclamation Authority, City of Carson and Successor Agency to the Carson Redevelopment Agency, Los Angeles Superior Court Case No. 20STCV16461.

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 pending litigation to which the City is a party. The title of such litigation is as follows: Kendall, Lori v. City of Carson, Workers' Comp. Appeals Board, Santa Ana. (WCAB) Case No. ADJ13478749

4. CONFERENCE WITH LABOR NEGOTIATOR (CITY COUNCIL)

— A closed session will be held, pursuant to Government Code 54957.6, with City Manager, Assistant City Manager, and Human Resources Officer, its negotiators(s), regarding labor negotiations with AME, CPSA, and, AFSCME Local 809 and 1017 as well as Unclassified Management.

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

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REPORT ON CLOSED SESSION ACTIONS (CITY ATTORNEY)

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INTRODUCTIONS (MAYOR) (Item 5)

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

### PRESENTATIONS (Items 6 - 8)

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6. WELCOME AND INTRODUCTION OF NEW PRESIDENT AND CHIEF EXECUTIVE OFFICER OF THE CARSON CHAMBER OF COMMERCE, LEAH R. SKINNER
7. PRESENTATION ON THE CITY OF CARSON SMALL BUSINESS GROWTH ACADEMY BY DAVID OCHI, EXECUTIVE DIRECTOR OF THE INNOVATION INCUBATOR AT CALIFORNIA STATE UNIVERSITY, DOMINGUEZ HILLS
8. PROCLAMATION RECOGNIZING DOMINICAN REPUBLIC INDEPENDENCE DAY (FEB 27TH)

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

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

### APPROVAL OF MINUTES (Item 9)

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9. APPROVAL OF THE FOLLOWING CARSON CITY COUNCIL-SUCCESSOR AGENCY-HOUSING AUTHORITY MINUTES: FEBRUARY 4, 2025 (CITY COUNCIL)  
RECOMMENDED ACTION  
— APPROVE the minutes as listed.

### CONSENT (Items 10 - 22)

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#### 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.

10. FISCAL YEAR 2024-2025 MID-YEAR FINANCIAL REPORT AND CONSIDER ADOPTION OF RESOLUTION NO. 25-017 TO AMEND THE FISCAL YEAR 2024-2025 BUDGET (CITY COUNCIL)  
RECOMMENDED ACTION  
— 1. RECEIVE the FILE the 2024-2025 Mid-Year Financial Report.  
— 2. ADOPT Resolution No. 25-017, A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2024-2025 BUDGET IN THE GENERAL FUND.
11. CONSIDER A REPORT ON ALL INTRADEPARTMENTAL BUDGET TRANSFERS APPROVED UNDER THE CITY MANAGER OR DESIGNEE AUTHORITY FOR THE MONTH OF JANUARY 2025 PER ORDINANCE 24-2401 (City Council)  
RECOMMENDED ACTION  
— RECIEVE and FILE the report.

12. CONSIDER A REPORT OF ALL CITY CONTRACTS APPROVED UNDER CITY MANAGER OR DESIGNEE AUTHORITY FOR THE PERIOD JANUARY 1, 2025 THROUGH JANUARY 31, 2025 PURSUANT TO CMC SECTION 2607 (CITY COUNCIL)

RECOMMENDED ACTION

- 1. RECEIVE and FILE this report.

13. CONSIDER ADOPTING RESOLUTION NO. 25-021, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF \$3,652,823.98, DEMAND CHECK NUMBERS 177448 THROUGH 177554 FOR GENERAL DEMAND (CITY COUNCIL)

RECOMMENDED ACTION

- 1. WAIVE further reading and ADOPT Resolution No. 25-021, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF \$3,652,823.98, DEMAND CHECK NUMBERS 177448 THROUGH 177554 FOR GENERAL DEMAND".

14. CONSIDER ADOPTING RESOLUTION NO. 25-02-CHA, A RESOLUTION OF THE CARSON HOUSING AUTHORITY RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF \$24,821.92, DEMAND CHECK NUMBERS HA-002029 THROUGH HA-002034 (CITY COUNCIL)

RECOMMENDED ACTION

- 1. WAIVE further reading and ADOPT Resolution No. 25-02-CHA, "A RESOLUTION OF THE CARSON HOUSING AUTHORITY RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF \$24,821.92, DEMAND CHECK NUMBERS HA-002029 THROUGH HA-002034".

15. CONSIDER ADOPTING RESOLUTION NO. 25-02-CSA, A RESOLUTION OF THE CARSON SUCCESSOR AGENCY CLAIMS AND DEMANDS IN THE AMOUNT OF \$5,997.06, DEMAND CHECK NUMBERS SA-001941 THROUGH SA-001943 (CITY COUNCIL)

RECOMMENDED ACTION

- 1. WAIVE further reading and ADOPT Resolution NO. 25-02-CSA, "A RESOLUTION OF THE CARSON SUCCESSOR AGENCY CLAIMS AND DEMANDS IN THE AMOUNT OF \$5,997.06, DEMAND CHECK NUMBERS SA-001941 THROUGH SA-001943".

16. CONSIDER AWARDING A FIVE-YEAR CONTRACT SERVICE AGREEMENT WITH ADVANTAGE MAILING, LLC FOR PRINTING AND MAILING OF THE COMMUNITY SERVICES GUIDE AND CARSON REPORT (CITY COUNCIL)

RECOMMENDED ACTION

- 1. APPROVE a contract with Advantage Mailing, LLC for a five (5) year term in an amount not to exceed \$523,487.04 for printing, mail preparation, and delivery.
- 2. AUTHORIZE the Mayor to execute the contract after approval as to form by the City Attorney.

17. CONSIDER ADOPTING RESOLUTION NUMBER 25-024 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON APPROVING LOS ANGELES COUNTY'S DEPARTMENT OF PUBLIC HEALTH PUBLIC HEALTH SERVICES CONTRACT; AND APPROVAL OF PUBLIC HEALTH SERVICES CONTRACT WITH LOS ANGELES COUNTY DEPARTMENT OF PUBLIC HEALTH (CITY COUNCIL)

RECOMMENDED ACTION

- 1. WAIVE further reading and ADOPT the following Resolution No. 25-024 "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON APPROVING LOS ANGELES COUNTY'S DEPARTMENT OF PUBLIC HEALTH PUBLIC HEALTH SERVICES CONTRACT"; and
- 2. AUTHORIZE the City Manager to execute the Contract.



18. CONSIDERATION TO ACCEPT THE PROJECT AS COMPLETE, PROJECT NO. 1794, COUNCIL CHAMBERS AUDIOVISUAL (CITY COUNCIL)

RECOMMENDED ACTION

- 1. ACCEPT as complete Project No. 1794: Council Chambers Audiovisual Project.
- 2. AUTHORIZE staff to file a Notice of Completion.

19. CONSIDER APPROVAL OF RESOLUTION NO. 25-023 RESCINDING RESOLUTION 24-118 AND ADOPTING CORRECTED COMPENSATION RANGES FOR ASFCME LOCAL 809-REPRESENTED PART-TIME UNCLASSIFIED HOURLY CLASSIFICATIONS TO BE EFFECTIVE JANUARY 1, 2025

RECOMMENDED ACTION

- 1. WAIVE further reading and ADOPT Resolution No. 25-023, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, RESCINDING RESOLUTION NO. 24-118 AND ADOPTING CORRECTED COMPENSATION RANGES FOR AFSCME 809 REPRESENTED PART-TIME UNCLASSIFIED EMPLOYEES TO BE EFFECTIVE JANUARY 1, 2025."

20. CONSIDER A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING THE CLASSIFICATION PLAN, RESOLUTION NO. 77-111 AND RESCINDING RESOLUTION 23-060 AND ANY OTHER PRIOR SIMILAR RESOLUTIONS FOR THE PUBLIC SAFETY SERVICES MANAGER (CITY COUNCIL)

RECOMMENDED ACTION

- WAIVE further reading and ADOPT Resolution No. 25-022, "CONSIDER A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING THE CLASSIFICATION PLAN, RESOLUTION NO. 77-111 AND RESCINDING RESOLUTION 23-060 AND ANY OTHER PRIOR SIMILAR RESOLUTIONS FOR THE PUBLIC SAFETY SERVICES MANAGER."

21. CONSIDER ADOPTION OF RESOLUTION NO. 25-013, A RESOLUTION AUTHORIZING THE DISPOSITION BY AUCTION OF CERTAIN SURPLUS CITY VEHICLES AND EQUIPMENT (CITY COUNCIL)

RECOMMENDED ACTION

- WAIVE further reading and ADOPT Resolution No. 25-013, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AUTHORIZING THE DISPOSITION BY AUCTION OF CERTAIN SURPLUS CITY VEHICLES AND EQUIPMENT" (Exhibit No. 2).

22. CONSIDER ADOPTION OF RESOLUTION 25-017, A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING FISCAL YEAR 2024-2025 BUDGET IN THE GENERAL FUND AND SPECIAL REVENUE FUNDS AND CONSIDER AWARDDING A MAINTENANCE CONTRACT TO ALL AMERICAN ASPHALT FOR THE DEPARTMENT OF PUBLIC WORKS ANNUAL PAVING MAINTENANCE FOR ALL FOUR DISTRICTS WITHIN THE CITY OF CARSON (CITY COUNCIL)

RECOMMENDED ACTION

- 1. AWARD the Maintenance Agreement to the lowest responsive and responsible bidder, All American Asphalt, for the City-Wide Pavement Maintenance Program for all four Districts, for a three-year term with the option to extend for two additional one-year terms at a not-to-exceed amount of \$30,000,000.
- 2. AUTHORIZE the Mayor to execute the Maintenance Agreement following approval as to form by the City Attorney.

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SPECIAL ORDERS OF THE DAY (Item 23)

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.

23. PUBLIC HEARING TO CONSIDER SUBSTANTIAL AMENDMENTS TO THE 2024-25 AND 2019-20 ANNUAL ACTION PLANS (CITY COUNCIL)

RECOMMENDED ACTION

- 1. OPEN the Public Hearing, TAKE public Testimony, and CLOSE the Public Hearing.
- 2. APPROVE the submission of Substantial Amendments to the 2024-25 and 2019-20 Annual Action Plans to the U.S. Department of Housing and Urban Development (HUD).
- 3. AUTHORIZE the reallocation of \$552,940.25 in Community Development Block Grant (CDBG) funds from program year 2023-24, allocate funds to the Neighborhood Pride Program (NPP).
- 4. AUTHORIZE the reallocation of the Community Development Block Coronavirus (CDBG-CV) fund balance of \$256,826.25 to the existing COVID-related Residential Rehabilitation Program.
- 5. WAIVE further reading and ADOPT Resolution No. 25-018 of the City Council of the City of Carson, California, reallocating \$552,940.25 in (CDBG) funds from program year 2023-24 to program year 2024-25, and allocating the funds to the Neighborhood Pride Program as well as reallocating \$256,826.25 CDBG-CV funds from program year 2019-20 to COVID-related residential Rehabilitation.

DISCUSSION (Item 24 - 26)

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24. CONSIDER UPDATED MARKETING CITY LOGO CONCEPTS (CITY COUNCIL)

RECOMMENDED ACTION

- APPROVE one of the updated City Marketing Logo options provided to the City Council.

25. 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

26. INTRODUCTION AND FIRST READING OF ORDINANCE NO. 25-2504, ADDING CHAPTER 13 (ILLEGAL SPEED CONTESTS AND EXHIBITIONS OF SPEED) TO ARTICLE III (PUBLIC SAFETY) OF THE CARSON MUNICIPAL CODE TO PROHIBIT SPECTATORS AT ILLEGAL MOTOR VEHICLE SPEED CONTESTS OR EXHIBITIONS OF SPEED

RECOMMENDED ACTION

- 1. INTRODUCE for first reading, by title only, ORDINANCE NO. 25-2504, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, ADDING CHAPTER 13 (ILLEGAL SPEED CONTESTS AND EXHIBITIONS OF SPEED) TO ARTICLE III (PUBLIC SAFETY) OF THE CARSON MUNICIPAL CODE TO PROHIBIT SPECTATORS AT ILLEGAL MOTOR VEHICLE SPEED CONTESTS OR EXHIBITIONS OF SPEED

ORDINANCE SECOND READING

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

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

## COUNCIL MEMBER REQUESTS TO ADD ITEMS TO FUTURE AGENDAS

## ORAL COMMUNICATIONS (COUNCIL MEMBERS)

## MEMORIAL ADJOURNMENTS

## 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

## ADJOURNMENT

*Date Posted: February 12, 2025*



File #:

Version:

# Report to City Council, Successor Agency, and Housing Authority

Tuesday, February 18, 2025, 5:00 PM

APPROVAL OF MINUTES 9.

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 MINUTES: FEBRUARY 4, 2025 (CITY COUNCIL)

## I. SUMMARY

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

- Tuesday, February 4, 2025 (Regular)

## II. RECOMMENDATION

APPROVE the minutes as listed.

## III. ALTERNATIVES

None.

## IV. BACKGROUND

None.

## V. FISCAL IMPACT

None.

## VI. EXHIBITS

1. Minutes, February 4, 2025 (Regular)

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

**Attachments**

[02-04-25 - CC Reg Mtg Minutes Final.pdf](#)



## **CITY OF CARSON**

### **MINUTES**

#### **CARSON CITY COUNCIL/ SUCCESSOR AGENCY/HOUSING AUTHORITY REGULAR MEETING FEBRUARY 4, 2025 5:00 P.M.**

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

The meeting was called to order at 5:00 P.M. by Mayor/Agency Chairman/Authority Chairman Lula Davis-Holmes in the Helen Kawagoe Council Chambers, Carson City Hall, located at 701 E. Carson Street, Carson, California 90745 via pre-recorded opening remarks which included the rules of decorum.

#### **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, Dr. Jawane Hilton, Council Member/Agency Member/Authority Board Member Jim Dear, Council Member/Agency Member/Authority Board Member Cedric Hicks, Sr., and 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, Assistant City Manager; Saied Naaseh, Director of Community Development; Michael Whittiker, Jr., Director of Community Services; Dr. Arlington Rodgers, Jr., Director of Public Works; Gary Carter, Director of Information Technology and Security; William Jefferson, Director of Finance; and Nora Garcia, Director of Public Safety

## **FLAG SALUTE**

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

## **INVOCATION (Item 1)**

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### **1. PASTOR WALTER TUCKER, III FROM TRUTH AND LOVE CHRISTIAN CHURCH - 5:05 PM**

Pastor K. W. Tulloss gave the invocation.

## **CLOSED SESSION (Items 2 - 5)**

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### **2. CONFERENCE WITH LABOR NEGOTIATOR (CITY COUNCIL)**

— A closed session will be held, pursuant to Government Code 54957.6, with City Manager, Assistant City Manager, and Human Resources Officer, its negotiator(s), regarding labor negotiations with AME, CPSA, and, AFSCME Local 809 and 1017 as well as Unclassified Management.

ACTION: No reportable action was taken.

### **3. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (CITY COUNCIL)**

— Pursuant to Government Code Section 54956.9(d)(1), Grippo v. City of Carson, (LACSC Case No. 24CMCV00368)

ACTION: No reportable action was taken.

### **4. 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 City of Carson is a party. The title of such litigation is as follows: CAM-Carson, LLC v. Carson Reclamation Authority, City of Carson and Successor Agency to the Carson Redevelopment Agency, Los Angeles Superior Court Case No. 20STCV16461.

ACTION: Did not take up Item No. 4.

### **5. 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 2 case(s).

ACTION: No reportable action was taken.

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

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None.

## **ANNOUNCEMENT OF CLOSED SESSION ITEMS (CITY ATTORNEY)**

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City/Agency/Authority Attorney Soltani announced the Closed Session items and stated Item No. 4 will be skipped.

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

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The meeting was recessed at 5:07 P.M. by Mayor/Agency Chairman/Authority Chairman Davis-Holmes to Closed Session.

2. CONFERENCE WITH LABOR NEGOTIATOR (CITY COUNCIL)-

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

4. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (CITY COUNCIL)-

5. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION (CITY COUNCIL)- 6:02 PM

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

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The meeting was reconvened at 6:05 P.M. by Mayor/Agency Chairman/Authority Chairman Davis-Holmes with all members previously noted present.

## **REPORT ON CLOSED SESSION ACTIONS (CITY ATTORNEY)**

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

## **INTRODUCTIONS (MAYOR) (Items 6 - 7)**

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6. REPORT FROM CAPTAIN NORMAN OF CARSON SHERIFF'S STATION- 6:51 PM

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

Captain Norman reported/announced:

- Introduced Deputies Quinn Alkonis and Nicholas Martinez who assisted in rescuing a 100-year-old woman trapped in a senior living home during the Altadena fire. The deputies were interviewed on ABC 7 News. Deputy Alkonis detailed the story of rescue.



Mayor/Agency Chairman/Authority Davis-Holmes and all Council members congratulated and expressed their gratitude for the deputies acts of heroism and wished them well on their future career endeavors.

- Attended a Town Hall meeting with Council Member/Agency Member/Authority Board Member Hicks and Council Member/Agency Member/Authority Board Member Rojas where concerns were addressed regarding unhoused individuals on Del Amo and Wilmington as well as Carson Street and Main Street who declined assistance.
- AB413 - Prohibits stopping, standing, or parking within 20 feet of a crosswalk. It prohibits parking from 15 to 20 feet of a crosswalk - marked or unmarked. For the first 5 months, warnings will only be issued. After 5 months, citations will be issued.
- Attended the In-N-Out grand opening.
- Met with members of the unincorporated to resolve issues with unhoused individuals and parking.
- Coffee with a Cop held at St. Philomena church on January 31st.

#### **7. REPORT FROM ASSISTANT CHIEF KANE OF LOS ANGELES COUNTY FIRE - 6:07 PM**

Item No. 7 as heard after the Report on Closed Session Items.

Chief Kane reported/announced the following:

- 1,014 calls for service with 888 calls EMS related and 587 calls required paramedic intervention from the ALS squads
- 30 fires in the month of January (28 outside/rubbish fires, 23 cooking fires, 1 building fire with minimal damage, and 1 mobile home with minimal damage)
- No injuries reported for all fires

#### **PRESENTATIONS (Items 8 - 11)**

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Mayor/Agency Chairman/Authority Chairman Davis-Holmes and Council members sang Happy Birthday to Elizabeth, the city photographer and gathered for a photo.

#### **8. CERTIFICATE OF APPRECIATION TO THE RECENTLY OPENED IN-N-OUT BURGER IN THE CITY OF CARSON- 6:08 PM**

Mayor/Agency Chairman/Authority Chairman Davis-Holmes read and presented the certificate to the franchise owner of the new location. She welcomed Rachel Coleman and family to the City of Carson.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes requested staff to frame the certificate so that it can be on display inside the restaurant.

Rachel Coleman offered words of gratitude.

**9. PROCLAMATIONS RECOGNIZING FEBRUARY AS BLACK HISTORY MONTH - 6:18 PM**

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman, Dr. Hilton read and presented Pastor Michael Ealey of Prevailing in Christ Ministries a proclamation recognizing February as Black History Month. Members of Pastor Ealey's congregation were in attendance.

Pastor Ealey offered words of gratitude and announced a partnership, Carson Cares, with the City of Carson to support those who suffered devastating losses in the Palisades and Altadena wildfires. Pastor Ealey stated donations can be made at the Prevailing Family Life Center.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes announced the city is working alongside the Double Tree hotel to house 20 families.

**10. PROCLAMATIONS RECOGNIZING FEBRUARY AS AMERICAN HEART MONTH - 6:31 PM**

Council Member/Agency Member/Authority Board Member Hicks read and presented Lee Anthony McCabe of Providence Little Company of Mary a proclamation recognizing February as American Heart Month.

Lee Anthony McCabe expressed words of gratitude on behalf of Providence Little Company of Mary.

**11. PROCLAMATIONS RECOGNIZING FEBRUARY 1ST - 7TH AS WOMEN'S HEART WEEK - 7:04 PM**

Council Member/Agency Member/Authority Board Member Rojas read and presented Johnnie Mae Spicer with a proclamation recognizing and raising awareness of women's heart health.

Johnnie Mae Spicer expressed immense gratitude for the proclamation and for her family.

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

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None.

**APPROVAL OF MINUTES (Item 12)**

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**12. APPROVAL OF THE FOLLOWING CARSON CITY COUNCIL-SUCCESSOR AGENCY-HOUSING AUTHORITY MINUTES: JANUARY 21, 2025 (CITY COUNCIL)- 7:30 PM**

This item was heard after Oral Communications for Matters Listed on the Agenda (Members of the Public).

Council Member/Agency Member/Authority Board Member Hicks reequested a correction be made to Oral Communications for Council Members as his district number is incorrect.

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

**CONSENT (Items 13 - 22)**

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

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

**13. CONSIDER AN UPDATE ON CITY PROJECTS (CITY COUNCIL)- 7:32 PM**

ACTION: Item No. 13 was approved on Consent.

**14. CONSIDER AN UPDATE ON CITY COMMISSIONS (CITY COUNCIL)- 7:32 PM**

ACTION: Item No. 14 was approved on Consent.

**15. CONSIDER APPROVING RESOLUTION 25-016 TO AFFIRM THAT BIRTHRIGHT CITIZENSHIP IS CONSTITUTIONAL RIGHT IN THE UNITED STATES OF AMERICA (CITY COUNCIL)- 7:32 PM**

ACTION: Item No. 15 was approved on Consent.

**16. CONSIDER MONTHLY INVESTMENT AND CASH REPORT FOR THE CITY OF CARSON, CARSON HOUSING AUTHORITY, CARSON SUCCESSOR AGENCY-MONTH ENDING NOVEMBER 30, 2024, AND DECEMBER 31, 2024 (CITY COUNCIL)- 7:32 PM**

ACTION: Item No. 16 was approved on Consent.

**17. CONSIDER ADOPTING RESOLUTION NO. 25-015, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF \$6,492,009.15, DEMAND CHECK NUMBERS 177124 THROUGH 177447 FOR GENERAL DEMAND AND THE AMOUNT OF \$2,455.00, CHECK NUMBER 1291 FOR CO-OP AGREEMENT DEMANDS (CITY COUNCIL)- 7:32 PM**

ACTION: Item No. 17 was approved on Consent.

**18. CONSIDER APPROVING AN INCREASE TO THE APPROVED FISCAL YEAR SPEND WITH AMAZON FOR MATERIALS AND SUPPLIES (CITY COUNCIL)- 7:32 PM**

ACTION: Item No. 18 was approved on Consent.

**19. COMPLETION AND FILING OF THE ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR FISCAL YEAR ENDED JUNE 30, 2024 (CITY COUNCIL)- 7:06 PM**

**\*\* Item was Removed from Consent**

Item No. 19 was heard after Item No. 6.

City Manager Roberts, Jr. gave a report.

Vasquez and Company, LLC representative, Cristy Canieda, gave a presentation.

Council Member/Agency Member/Authority Board Member Hicks asked if the city was solvent. Cristy Canieda responded. He asked for clarification on the General Fund expenditures and made a point that the city has made strides to have a positive revenue stream and not reach into its reserves. Cristy Canieda clarified the findings of the financial audit report.

Council Member/Agency Member/Authority Board Member Hicks commended City Manager Roberts, Jr., Director Jefferson, and the rest of the executive team for their efforts.

City Manager Roberts, Jr. elaborated on the report.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes requested an elaboration on pension liabilities. City Manager Roberts, Jr. explained the topic.

Council Member/Agency Member/Authority Board Member Dear asked for clarification on voting separately or jointly with the Consent calendar. Mayor/Agency Chairman/Authority Chairman Davis-Holmes stated it can be voted with the Consent calendar.

ACTION: Item No. 19 was approved on Consent.

**20. CONSIDER AWARDING CONTRACT SERVICES AGREEMENTS TO AMERICAN SOCCER COMPANY, INC., BUDDY'S ALLSTARS, AND TRIANGLE SPORTS INC. FOR ON-CALL PURCHASES OF YOUTH SPORTS UNIFORMS AS NEEDED (CITY COUNCIL)- 7:32 PM**

ACTION: Item No. 20 was approved on Consent.

**21. CONSIDER AWARDING A FIVE-YEAR CONTRACT SERVICE AGREEMENT WITH BARR & CLARK, INC. TO PROVIDE ENVIRONMENTAL TESTING FOR HOUSING DIVISION REHABILITATION PROGRAMS (CITY COUNCIL)- 7:32 PM**

ACTION: Item No. 21 was approved on Consent.

**22. CONSIDERATION TO ACCEPT THE PROJECT AS COMPLETE, PROJECT 1783, DELFORD AVENUE CULVERT REPLACEMENT (CITY COUNCIL). - 7:32 PM**

ACTION: Item No. 22 was approved on Consent.

**SPECIAL ORDERS OF THE DAY**

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None.

**DISCUSSION (Item 23)**

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**23. CONSIDERATION OF ONLY LOCAL UNCONTESTED APPOINTMENTS TO THE CITY'S COMMISSIONS, COMMITTEES, AND BOARDS, AND CITY AFFILIATED ORGANIZATIONS BY MAYOR AND CITY COUNCIL AND CONSIDER ALL (CONTESTED AND UNCONTESTED) APPOINTMENTS TO ALL COMMISSIONS (CITY COUNCIL)- 7:32 PM**

ACTION: Mayor continued the item to next meeting.

**ORDINANCE SECOND READING (Items 24 - 25)**

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**24. CONSIDER SECOND READING AND ADOPTION OF ORDINANCE NO. 25-2501, AN ORDINANCE ADDING SECTION 3251.11 (ELECTRIC VEHICLE PARKING SPACES AND RESTRICTIONS) TO PART 6 (PARKING REGULATIONS) OF CHAPTER 2 (TRAFFIC REGULATIONS) OF THE CARSON MUNICIPAL CODE TO AUTHORIZE THE PUBLIC WORKS DIRECTOR TO DESIGNATE ELECTRIC VEHICLE PARKING SPACES IN OFFSTREET PARKING FACILITIES OWNED AND OPERATED BY THE CITY, AND TO ESTABLISH PARKING RESTRICTIONS APPLICABLE TO SUCH DESIGNATED SPACES (CITY COUNCIL)- 7:34 PM**

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

**25. CONSIDER SECOND READING AND ADOPTION OF ORDINANCE NO. 25-2502, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING SECTION 63134 (MASSAGE PARLORS), SECTION 63134.4 (SAME – EXCEPTION) AND SECTION 63135 (MASSAGE TECHNICIANS) OF PART 5 (BUSINESSES, PROFESSIONS, TRADES AND OCCUPATIONS REQUIRING A PERMIT) OF CHAPTER 3 (BUSINESS, PROFESSIONS AND TRADES) OF THE CARSON MUNICIPAL CODE TO EXPRESSLY EXCLUDE BODY SCULPTING FROM DEFINITION OF MASSAGE" (CITY COUNCIL)- 7:34 PM**

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

**MEMORIAL ADJOURNMENTS**

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Memorial Adjournments were heard after Oral Communications for Matters Not Listed on the

Agenda (Members of the Public).

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

Riley Akins

Lorenzo "Rennie" Watts

Patricia "Pat" Saenz

Lillian Gwendolyn Brown

Taavaomaalii Petelo Asomua

Edmond "Archie" Whittiker

Cede Cruz

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman, Dr. Hilton requested to add Council Aide, Kristin Smith's, brother who is in the hospital and gave a prayer.

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

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Oral Communications for Matters Not Listed on the Agenda (Members of the Public) was heard after Item No. 25.

#### B.J. Douglas - Non-Agenda Item

Shared information about his program, United Rangers of America, his book, "From the Mop to the Top", and an event to recognize the Mayor.

#### Robert Lesly - Non-Agenda Item

Congratulated Council Members/Agency Members/Authority Board Members Hicks and Rojas for the town hall meeting; expressed concern with upholding the civil servants act

#### Brandi Lewin - Non-Agenda Item

Gave an update on the progress of creating a Disability Awareness Commission

#### Crystal Perez - Non-Agenda Item via Email

Offered comments regarding business owners' participation in city decisions and traffic and safety concerns at Stephen M. White Middle School

### **COUNCIL MEMBER REQUESTS TO ADD ITEMS TO FUTURE AGENDAS**

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Mayor/Agency Chairman/Authority Chairman Davis-Holmes requested a status update on Council Member/Agency Member/Authority Board Member Dear's request for the street takeover ordinance.

City Manager Roberts, Jr. stated that Assistant City Attorney Ben Jones is in the final stages of completing the ordinance and should be ready for the second meeting in February or the first meeting of March.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes requested an update on the vending machine ordinance.

City Manager Roberts, Jr. stated they are looking into vending machines with healthier options.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes corrected herself as she meant the street vendor ordinance.

City Manager Roberts, Jr. stated Assistant City Attorney Ben Jones is also working on this ordinance as it is a duplicate of the City of Inglewood and will receive an update in the next one-on-one meeting.

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman, Dr. Hilton was contacted by a resident concerned by potholes in the area of Bayport and Sepulveda. The resident also expressed concern with potholes on Avalon. Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman, Dr. Hilton asked Public Safety Director Garcia if signs could be placed on Central and Radbard by the McDonald's that prohibit trucks from sitting idly which cause hazard for drivers.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes thanked Director Dr. Rogers for the bridge and asked if the bridge could go further as the holes are opening.

Council Member/Agency Member/Authority Board Member Hicks requested an update to the ordinance for illegal dumping, increase fines, and inform businesses and residents of consequences.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes requested an assessment of WRI's contract to ensure they are in compliance of the stated deliverables as there are many bulky pick-up items around the city.

City/Agency/Authority Attorney Soltani stated that she and Director Dr. Rogers, Jr. will assess WRI's contract to ensure compliance of their contract's responsibilities. She also stated that it may be time to engage the company for a voluntary audit of fees.

Council Member/Agency Member/Authority Board Member Hicks mentioned how the biggest topic of concern at the town hall meeting was graffiti. He requested information from Director Dr. Rogers, Jr. on the new process of graffiti removal as it remains a concern. He stated that it is a priority to get back to 24-hour removal of graffiti once reported.

Director Dr. Rogers, Jr. elaborated on the process for graffiti removal.

Council Member/Agency Member/Authority Board Member Hicks stated that about 15 years ago there were signs that prohibited tagging/graffiti and stated that fines will be assessed as well as how signs and fines could be implemented if they were not already.

Director Whittaker, Jr. informed of how in the past a program within the Carson Sherriff's station was responsible for detailing every piece of graffiti in the city that led to the person owing restitution. He noticed an uptick in graffiti in the parks over the last 3 months.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes asked if there was a contracted weekend crew to take care of the issue. Director Dr. Rogers, Jr. responded.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes stated that the wall near the 110 freeway from Carson Street to Sepulveda has graffiti that needs to be addressed immediately. Director Dr. Rogers, Jr. responded.

City Manager Roberts, Jr. stated that the wall is Cal Trans property and will be addressed.

Director Dr. Rogers, Jr. stated an agreement with Cal Trans, specifically for maintenance, is in the final stages.

Council Member/Agency Member/Authority Board Member Rojas informed that the Sherriff's department has an officer assigned to vandalism and graffiti requesting code enforcement officers to be on the lookout for Ring cameras and Teslas as they also have cameras and door knock if possible, to get the footage that will identify the person.

## **ORAL COMMUNICATIONS (COUNCIL MEMBERS)**

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Mayor/Agency Chairman/Authority Chairman Davis-Holmes requested moving Memorial Adjournments after Oral Communications for Matters Not Listed on the Agenda.

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

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None.

**RECESS TO CLOSED SESSION**

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None.

**RECONVENE TO OPEN SESSION**

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None.

**REPORT OF ACTIONS ON UNFINISHED OR CONTINUED CLOSED SESSION ITEMS**

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None.

**ADJOURNMENT**

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The meeting was adjourned at 8:11 P.M. by Mayor/Agency Chairman/Authority Chairman Davis-Holmes.

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Lula Davis-Holmes

Mayor/Agency Chairman/Authority Chairman

ATTEST:

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Dr. Khaleah K. Bradshaw

City Clerk/Agency Secretary/Authority Secretary

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Signature



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File #:

Version:

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## Report to Honorable Mayor and City Council

Tuesday, February 18, 2025, 5:00 PM

CONSENT 10.

To: Honorable Mayor and City Council

From: William Jefferson, Director of Finance FIN Administration

Subject: FISCAL YEAR 2024-2025 MID-YEAR FINANCIAL REPORT AND CONSIDER ADOPTION OF RESOLUTION NO. 25-017 TO AMEND THE FISCAL YEAR 2024-2025 BUDGET (CITY COUNCIL)

### I. SUMMARY

The Finance Department performs an ongoing review of the City's financial performance and provides updates on the General Fund results to the Mayor and the City Council. The report presents the City's financial position in the current Fiscal Year (2024-2025) based on actual revenue and expenditures for the period of July 1 through December 31, 2024.

### II. RECOMMENDATION

TAKE the following actions:

1. RECEIVE the FILE the 2024-2025 Mid-Year Financial Report.
2. ADOPT Resolution No. 25-017, A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2024-2025 BUDGET IN THE GENERAL FUND.

### III. ALTERNATIVES

TAKE another action deemed appropriate by City Council.

### IV. BACKGROUND

The City Council approved the Fiscal Year 2024-2025 budget on June 18, 2024, during the regular City Council Meeting. The Mid-Year Budget Report provides an in-depth analysis of the City of Carson's financial standing at the midpoint of the fiscal year, updating the Mayor and City Council on the City's financial position. This report also offers an opportunity to adjust expenditure appropriations based on evolving needs or shifting priorities.

Primarily focusing on the City's General Fund—the main operating fund—the report details proposed adjustments across various departments, accounting for changes in priorities and anticipated expenditures for the remainder of the fiscal year, which concludes on June 30, 2025.

The Fiscal Year 2024-2025 Budget was adopted by the City Council with the objective of maintaining services for Carson residents while enhancing public safety efforts.

## 1) General Fund Balance Update

The First Quarter Report for Fiscal Year 2024-2025 indicated that the General Fund Balance at the close of Fiscal Year 2023-2024 stood at \$219.7 million. Of this total, \$73 million was allocated to the Unrestricted Fund (Surplus), and \$147 million was designated as the Restricted Fund Balance.

The \$147 million in Restricted Funds includes the following:

- \$87 million from the Oil Tax Lump Sum payment, which is currently under litigation.
- \$23 million allocated for Fiscal Year 2024-2025 Capital Improvement Plan (C.I.P.) projects.
- \$31 million reserved in line with the City's 20% Reserve Policy for economic uncertainties.
- \$6 million set aside for Self-Insurance.

(See Exhibit 1 for a detailed breakdown.)

As of the midpoint of Fiscal Year 2024-2025, \$14.6 million of the \$73 million Surplus has been allocated to the Operating and C.I.P. budgets, leaving a remaining balance of \$58.3 million in surplus for the remainder of the fiscal year. (See Exhibit 2 for a detailed list of obligations from the General Fund Reserve Surplus, totaling \$14.6 million.)

## 2) General Fund Revenue Update

For Fiscal Year 2024-2025, General Fund revenues were budgeted at \$140,258,534. As of December 31, 2024, the total revenue collected amounted to \$49,319,941, which represents 35% of the total budgeted amount. Typically, the City experiences a revenue increase during the second half of the fiscal year (January to June 2025). Please refer to Exhibit 3 for a detailed breakdown of revenue collection percentages.

Several revenue sources are exceeding expectations:

- **Oil Business Tax:** Revenue has surpassed projections, with the City receiving \$3.5 million (53% of the budgeted amount). This is largely due to auditing services provided by BRI, ensuring the City receives its fair share of tax revenue collections.
- **Licenses and Permits:** Revenue is ahead of projections, with the City collecting \$1.7 million (60% of the budgeted amount), largely attributed to \$1.1 million in Business Licensing Fees.
- **Charges for Services:** The City has collected \$1.8 million, 84% above budgeted expectations, driven by citywide participation in the Kids Club, TinyTots, and Community Center catering and room rentals. Planning and Zoning fees have also contributed to this increase.
- **Miscellaneous Revenue:** This category is performing above budget expectations, with the City receiving \$7.5 million (79% of the budgeted amount), largely due to interest income, which has yielded \$3.6 million of the projected \$4.1 million, and Community Benefit collections, which reached \$500,000 of the \$750,000 projected.

## 3) General Fund Expenditure Update

As of the second quarter of Fiscal Year 2023-2024, the City's total expenditure stands at 40% of the budget, as shown in Exhibit 4. The City's Adopted Operational Budget was revised upward from \$139 million to \$140.6 million, reflecting the amendments.

All departments are operating below the 50% expenditure benchmark. However, the City has earmarked \$27.3 million for encumbrances, which, when included in the expenditures, will bring the overall expenditure to 60% of the budget.

## 4) Fiscal Year 2023-2024 Vacancy Status

Vacancies remain a significant factor in underspending. It is important to note that vacancy levels fluctuate frequently and can change rapidly within days or weeks. The table below summarizes the 32 vacant positions across all departments, representing 8% of the total General Fund Full-Time Equivalents (FTEs), as shown in Exhibit 5.

#### **5) Mid-Year Budget Request**

- **\$5M:** The Information Technology and Security Department is requesting funds for Phase #1 of the Citywide Municipal Fiber Optic Network Utility Undergrounding & Excavation Construction Project.
- **\$1.2M:** The Public Safety Department is requesting funding for MCIS amendment No. 1, Turbo Data equipment for new staff, a new building security contract with American Global, a new crossing guard contract, and assistance in maintaining full-service level agreements while Animal Control Officers (ACO) are hired. These costs are expected to increase by 7.5% per year.
- **\$5M:** The Public Works Department is requesting funding to continue the citywide paving project for the remainder of the fiscal year.
- **\$100K:** The Finance Department is requesting the return of funds previously allocated to the Public Works Department for the Division Secretary position to support the Senior Clerk position, which was to be reclassified.

#### **V. FISCAL IMPACT**

Approval of Resolution #25-017 will result in reducing General Fund Surplus to \$58.3M from \$73M as per the Council's approval.

#### **VI. EXHIBITS**

Exhibit 1: FY 2024-2025 General Fund Balance.

Exhibit 2: FY 2024-2025 General Fund Surplus Mid-Year Balance.

Exhibit 3: FY 2024-2025 General Fund Revenues by Category.

Exhibit 4: FY 2024-2025 General Fund Expenditures.

Exhibit 5: FY 2024-2025 Vacancy Rate

Exhibit 6: Budget Resolution #25-017

#### **Attachments**

[Ex.1\\_FY 2024-2025 General Fund Balance.pdf](#)

[Ex.2\\_FY 2024-2025 General Fund Surplus Mid-Year Balance.pdf](#)

[Ex.3\\_FY 2024-2025 General Fund Revenues by Category.pdf](#)

[Ex.4\\_FY 2024-2025 General Fund Expenditures.pdf](#)

[Ex.5\\_FY 2024-2025 Vacancy Rate.pdf](#)

[Ex.6\\_Budget Resolution #25-017](#)

EXHIBIT NO. 1



**EXHIBIT NO. 2**

**FISCAL YEAR 2024-2025 GENERAL FUND SURPLUS MID-YEAR BALANCE**

<b>General Fund Surplus Beginning Balance</b>	<b>72,970,463</b>
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<b>Amount</b>	<b>Description</b>
4,980,494	PW 1731 EOC Renovation Project
1,319,506	PW 1694 Roadways, Bridge Maintenance Repairs-Various Locations
10,000	Grant Project: City's Urban Wildlife Adventures Project
8,348,587	FY 23-24 Carry Forward

Total Withdrawal at Mid-Year	<b>14,658,587</b>
<b>General Fund Mid-Year Balance</b>	<b>\$58,311,876</b>

### EXHIBIT NO. 3

Revenue Source	Adopted Budget	Actuals	%Collected
Sales Tax	39,063,239	13,111,109	34%
Property Tax	22,521,901	4,651,242	21%
Transaction User Tax (Measure K)	19,505,000	6,010,284	31%
Utility Users Tax	10,000,000	4,432,770	44%
Oil Business Tax	6,500,000	3,460,392	53%
Transient Occupancy Tax	2,000,000	926,202	46%
Franchise Tax	17,745,550	1,111,668	6%
License and Permits	6,569,774	4,539,087	69%
Fines and Fees	4,803,453	1,800,752	37%
Charges for Services	2,119,155	1,779,859	84%
Miscellaneous	9,430,462	7,496,577	79%
Grand Total	140,258,534	49,319,941	35%

## EXHIBIT NO. 4

Department	Adopted Budget	Revised Budget	YTD Actual	Encumbrances	%Budget Used
City Council	1,130,043	1,130,043	467,558	33,671	41%
City Attorney Legal Services	3,940,000	3,940,000	1,875,073	1,840,848	48%
City Clerk	1,782,872	1,783,072	435,696	23,779	24%
City Treasury	891,034	891,034	405,753	3,730	46%
City Manager	6,376,690	6,688,091	3,389,443	346,651	51%
I.S.P.M	3,341,649	3,341,649	986,159	114,108	30%
IT & Security	5,717,296	5,921,370	2,874,010	670,431	49%
Public Safety	32,240,799	32,712,394	13,387,133	15,540,343	41%
Finanace	5,384,311	5,588,441	2,199,062	252,361	39%
Human Resources	2,103,876	2,540,100	1,238,619	133,487	49%
Community Development	9,395,106	10,221,695	3,073,226	1,324,616	30%
Public Works	25,093,227	24,961,592	10,007,450	5,204,825	40%
Community Services	25,774,904	25,731,639	11,036,617	1,678,151	43%
Non-Departmental	16,073,661	15,180,950	5,269,254	146,122	35%
Totals	139,245,468	140,632,070	56,645,053	27,313,123	40%



**EXHIBIT NO.5**

Department	FTE Count	FTE Filled	Vacany	Vacancy Rate %
City Clerk	6	6	0	0.0%
City Council	5	5	0	0.0%
City Manager Office	28	27	1	3.6%
City Treasurer	5	5	0	0.0%
Community Development	18	16	2	11.1%
Community Services	102	100	2	2.0%
Finance	33	32	1	3.0%
Human Resources	12	12	0	0.0%
Information Tech	15	14	1	6.7%
I.S.P.M	6	6	0	0.0%
Public Safety	30	25	5	16.7%
Public Works	125	105	20	16.0%
Totals	385	353	32	8.3%

# EXHIBIT NO. 6

## RESOLUTION NO. 25-017

### A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2024-25 BUDGET IN THE GENERAL FUND AND SPECIAL REVENUE FUNDS

**WHEREAS**, the City Council adopted the Fiscal Year 2024-25 (FY 24-25) budget on June 18, 2024 for the General Fund and Special Revenue Funds of the City via Resolution No. 24-056; and

**WHEREAS**, the City Council desires to amend the FY 2024-25 budget; and

**WHEREAS**, the City Council has determined it necessary to amend the FY 2024-25 General Fund budget and Special Revenue Funds 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 FY 2024-25 budget.

Account	Description	Increase/(Decrease)
101-99-999-999-3601	General Fund Reserves	(\$11,218,659.41)
101-99-999-904-8012(PW1797)	Other Infrastructure - CIP	\$5,000,000
101-99-999-904-8009 (PW1791)	Infrastructure Roadways	\$5,000,000
101-55-592-100-6004	PS Mgt&Control Pro Svcs	\$106,156.81
101-55-592-127-6004	PS FacSecurity Pro Svcs	\$579,543.36
101-55-592-158-6004	PS AnimalCont Pro Svcs	\$360,000
101-55-593-133-6004	PS PedSafety Pro Svcs	\$158,959.24
262-55-593-157-6004	PS ParkingEnf Pro Svcs	\$14,000
101-80-840-100-5002	Full-Time Salaries	\$(100,951)
101-60-601-100-5002	Full-Time Salaries	\$100,951

**Section 2.** The following amendment(s) will be made to the City's FY 2024-25 Capital Improvement Program:

Add Project No. PW 1797 – Citywide Municipal Fiber Optic Network Phase 1

**Section 3.** The City Clerk shall certify to the adoption of this resolution and shall keep a copy of this resolution attached to the FY 2024-25 budget on file, and effective as of February 18, 2025, the same shall be in force and effect.

PASSED, APPROVED, AND ADOPTED this 18<sup>th</sup> day of February 2025.

APPROVED

\_\_\_\_\_  
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. 25-017 adopted by the City of Carson City Council at its meeting held on February 18, 2025, by the following vote:

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

\_\_\_\_\_  
Dr. Khaleah K. Bradshaw, City Clerk



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**File #:**

**Version:**

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## Report to Honorable Mayor and City Council

Tuesday, February 18, 2025, 5:00 PM

CONSENT 11.

To: Honorable Mayor and City Council

From: William Jefferson, Director of Finance FIN Administration

Subject: CONSIDER A REPORT ON ALL INTRADEPARTMENTAL BUDGET TRANSFERS APPROVED UNDER THE CITY MANAGER OR DESIGNEE AUTHORITY FOR THE MONTH OF JANUARY 2025 PER ORDINANCE 24-2401 (City Council)

### **I. SUMMARY**

On February 20, 2024 (Item No. 27), Council adopted Ordinance 24 -2401 amending Section 2955.1 (Budget Transfers) of Chapter 9.5 (Fiscal Administration) of Article II (Administration) of the Carson Municipal Code (CMC). CMC Section 2955.1 now requires that once per month during a regular City Council meeting, a list of all interdepartmental budget transfers approved under City Manager authority, including any Departmental Director-approved transfers, shall be presented to the City Council. Per CMC Section 2955.1, staff are presenting to Council a report of interdepartmental budget transfers authorized by the City Manager or designee for the period of January 2025 (Exhibit No. 1).

This report outlines interdepartmental budget transfers for review by the City Council. It provides a comprehensive overview of the transfers and the impact on departmental operations. The report aims to ensure transparency and fiscal responsibility in managing the City's budget.

### **II. RECOMMENDATION**

RECEIVE and FILE the report (Exhibit No. 1).

### **III. ALTERNATIVES**

TAKE another action the City Council deems appropriate and consistent with the requirements of the law.

### **IV. BACKGROUND**

The City's budget is a critical tool for allocating resources to various departments and initiatives, ensuring the efficient delivery of services to residents. Throughout the fiscal year, departments may encounter unforeseen circumstances or evolving priorities that necessitate adjustments to their budgets. These adjustments often involve transferring funds between line items to address emerging needs or to capitalize on new opportunities.

In compliance with CMC 2955.1, the City Manager may approve any budget transfer within the same City department, except for transfers involving personnel-related funds or expenditures, such as salaries or benefits. Department Directors may also approve interdepartmental budget transfers within their respective Departments on terms prescribed by the City Manager (subject to compliance with CMC 2955.1 and applicable law), except that: (i) Department Directors shall not be permitted to approve any interdepartmental budget transfers involving personnel-related funds or expenditures, such as salaries or benefits; and (ii) the City Manager shall have authority to restrict (including by removing) the interdepartmental budget transfer authority of one or more Department Directors as deemed necessary in the City Manager's sole discretion.

These requests undergo careful review to assess the justification, necessity, and potential impact of the proposed transfers. The City Manager's office then presents these monthly reports to the City Council.

Attached as Exhibit 1 is the Interdepartmental Budget Transfers Report for City Manager or designee authority executed in January 2025.

#### **V. FISCAL IMPACT**

None.

#### **VI. EXHIBITS**

1. Interdepartmental Budget Transfers -January 2025

#### **Attachments**

[EXHIBIT NO. 1-Budget Transfer Month End Jan 2025.pdf](#)

## JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2025	07	2	BUA	01/02/2025	01/02/2025	Budget TXFW	Jefferson	1	N	Hist	2025	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB		
ACCOUNT							ACCOUNT DESCRIPTION					
1	26808010	8008		WJ			RES# 24-116 PW 1610		4,250,000.00			
	268-80-820-904-8008-						Improvements Other Than Bldg					
2	26999010	3910		WJ			Appropriation Control	4,250,000.00		1		
	268-99-999-999-3910-											
3	26999010	3930		WJ			Budget FB Unrestricted Control		4,250,000.00	1		
	268-99-999-999-3930-											
** JOURNAL TOTAL								4,250,000.00	4,250,000.00			

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2025	07	3	BUA	01/02/2025	01/02/2025	Budget TXFW	Jefferson	1	N	Hist	2025	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB		
ACCOUNT							ACCOUNT DESCRIPTION					
1	26808010	8008		WJ			RES# 24-116 PW 1610	4,250,000.00				
	268-80-820-904-8008-						Improvements Other Than Bldg					
2	26808010	8008					RES# 24-116 PW 1610	4,250,000.00				
	268-80-820-904-8008-						Improvements Other Than Bldg					
3	26999010	3910		WJ			Appropriation Control		8,500,000.00	1		
	268-99-999-999-3910-											
4	26999010	3930		WJ			Budget FB Unrestricted Control	8,500,000.00		1		
	268-99-999-999-3930-											
** JOURNAL TOTAL								8,500,000.00	8,500,000.00			

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2025	07	6	BUA	01/02/2025	01/02/2025	Budget TXFW	Jefferson	1	N	Hist	2025	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB		
ACCOUNT							ACCOUNT DESCRIPTION					
1	22200000	8008		I			Reso# 24-097 PW1636	4,020,429.14				
	222-80-820-904-8008-						PW Cap Projects Imp Other Bldg					
2	22200010	3910		I			Appropriation Control		4,020,429.14	1		
	222-99-999-999-3910-											
3	22200010	3930		I			Budget FB Unrestricted Control	4,020,429.14		1		
	222-99-999-999-3930-											
** JOURNAL TOTAL								4,020,429.14	4,020,429.14			

## JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2025	07	21	BUA	01/06/2025	01/06/2025	Budget TXFW	Jefferson	1	N	Hist	2025	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB		
ACCOUNT							ACCOUNT DESCRIPTION					
1	21909080	8003		WJ			John Deere Gator	35,528.28				
		217-90-970-107-8003-					Vehicles/Rolling Inventory					
2	21700000	6009					John Deere Gator		35,528.28			
		217-80-820-904-6009-					PW CIP Supplies					
** JOURNAL TOTAL								0.00	0.00			

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2025	07	268	BUA	01/27/2025	01/27/2025	Budget TXFW	Jefferson	1	N	Hist	2025	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB		
ACCOUNT							ACCOUNT DESCRIPTION					
1	10100200	6004		WJ			RESO# 25-002	270,000.00				
		101-55-592-158-6004-					PS AnimalCont Pro Svcs					
2	10100170	5002		WJ			RESO# 25-002		94,824.00			
		101-55-592-100-5002-					PS Mgt&Contrl FT Sal					
3	10100210	5002		WJ			RESO# 25-002		38,380.80			
		101-55-592-250-5002-					PS Code Enf FT Sal					
4	10100270	5002		WJ			RESO# 25-002		28,224.00			
		101-55-593-157-5002-					PS ParkingEnf FT Sal					
5	10100240	5002		WJ			RESO# 25-002		105,423.26			
		101-55-593-101-5002-					PS Operations FT Sal					
6	10100260	6004		WJ			RESO# 25-002		3,147.94			
		101-55-593-138-6004-					Professional Services					
** JOURNAL TOTAL								0.00	0.00			

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2025	07	303	BUA	01/27/2025	01/27/2025	3	WJefferson	1	N	Hist	2025	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB		
ACCOUNT							ACCOUNT DESCRIPTION					
1	10101340	6004		WJ	Budget TFX		RESO# 25-007 PW 1796	550,000.00				
		101-99-999-904-6004-					Professional Services					
2	10101360	3910		WJ	Budget TFX		Appropriation Control		550,000.00	1		
		101-99-999-999-3910-										
3	10101360	3930		WJ	Budget TFX		Budget FB Unrestricted Control	550,000.00		1		
		101-99-999-999-3930-										
** JOURNAL TOTAL								550,000.00	550,000.00			

## JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2025	07	305	BUA	01/27/2025	01/27/2025	Budget TXFW	Jefferson	1	N	Hist	2025	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB		
ACCOUNT							ACCOUNT DESCRIPTION					
1	10100490	6004		WJ			RESO# 25-010	400,575.00				
	101-70-785-100-6004-						CD Mgt&Contrl Pro Svcs					
2	10100500	6004					RESO# 25-010	1,151,040.00				
	101-70-785-293-6004-						CD Inpsection Pro Svcs					
3	10100510	6004					RESO# 25-010	634,053.00				
	101-70-785-296-6004-						CD Bldg Permt Pro Svcs					
4	10100520	6004					RESO# 25-010	1,084,332.00				
	101-70-785-297-6004-						CD BldgPlanCk Pro Svcs					
5	10101360	3910		WJ			Appropriation Control		3,270,000.00	1		
	101-99-999-999-3910-											
6	10101360	3930		WJ			Budget FB Unrestricted Control	3,270,000.00		1		
	101-99-999-999-3930-											
** JOURNAL TOTAL								3,270,000.00	3,270,000.00			

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2025	07	308	BUA	01/27/2025	01/27/2025	Budget TXFW	Jefferson	1	N	Hist	2025	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB		
ACCOUNT							ACCOUNT DESCRIPTION					
1	10101340	6004		WJ			Duplicate Entry		550,000.00			
	101-99-999-904-6004-						Professional Services					
2	10101360	3910		WJ			Appropriation Control	550,000.00		1		
	101-99-999-999-3910-											
3	10101360	3930		WJ			Budget FB Unrestricted Control		550,000.00	1		
	101-99-999-999-3930-											
** JOURNAL TOTAL								550,000.00	550,000.00			

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2025	07	338	BUA	01/28/2025	01/28/2025	Budget TXFW	Jefferson	1	N	Hist	2025	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB		
ACCOUNT							ACCOUNT DESCRIPTION					
1	10100780	6009		WJ			CS- ActiveNet Contract		30,000.00			
	101-90-901-100-6009-						CS Mgt&Contrl Supplies					
2	10909130	6004		WJ			CS- ActiveNet Contract		3,000.00			
	101-90-960-101-6004-						Professional Services					



## JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE	
2025	07	338	BUA	01/28/2025	01/28/2025	Budget TFW	Jefferson	1	N	Hist	2025		
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION				DEBIT	CREDIT	OB
ACCOUNT							ACCOUNT DESCRIPTION						
3	10909130	6006		WJ			T	CS- ActiveNet Contract				1,000.00	
	101-90-960-101-6006-							City Memberships					
4	10909130	6056		WJ			T	CS- ActiveNet Contract				3,000.00	
	101-90-960-101-6056-							Training					
5	10100780	6004		WJ			T	CS- ActiveNet Contract			37,000.00		
	101-90-901-100-6004-							CS Mgt&Contrl Pro Svcs					
** JOURNAL TOTAL											0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE	
2025	07	389	BUA	01/29/2025	01/29/2025	Budget TFW	Jefferson	1	N	Hist	2025		
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION				DEBIT	CREDIT	OB
ACCOUNT							ACCOUNT DESCRIPTION						
1	10101050	6001		WJ			T	Enrichment fund rental/ser				5,000.00	
	101-90-950-619-6001-							CS MidSch Enr CityBusUse					
2	10101050	6007		WJ			T	Enrichment fund rental/ser				2,000.00	
	101-90-950-619-6007-							CS MidSch Enr ExcursFees					
3	10101050	6004		WJ			T	Enrichment fund rental/ser			2,500.00		
	101-90-950-619-6004-							CS MidSch Enr Pro Svcs					
4	10101050	6009		WJ			T	Enrichment fund rental/ser			4,500.00		
	101-90-950-619-6009-							CS MidSch Enr Supplies					
** JOURNAL TOTAL											0.00	0.00	
** GRAND TOTAL											21,140,429.14	21,140,429.14	

10 Journals printed

\*\* END OF REPORT - Generated by William Jefferson \*\*



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File #:

Version:

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## Report to Honorable Mayor and City Council

Tuesday, February 18, 2025, 5:00 PM

CONSENT 12.

To: Honorable Mayor and City Council

From: William Jefferson, Director of Finance FIN Purchasing

Subject: CONSIDER A REPORT OF ALL CITY CONTRACTS APPROVED UNDER CITY MANAGER OR  
DESIGNEE AUTHORITY FOR THE PERIOD JANUARY 1, 2025 THROUGH JANUARY 31, 2025 PURSUANT TO  
CMC SECTION 2607 (CITY COUNCIL)

### **I. SUMMARY**

The City Manager is presenting to the City Council a list of all new contracts and amendments procured under City Manager or designee's authority as required by Section 2604 of the Carson Municipal Code for the period January 1, 2025 through January 31, 2025.

### **II. RECOMMENDATION**

RECEIVE and FILE this report.

### **III. ALTERNATIVES**

TAKE another action as deemed appropriate by the City Council, consistent with the requirements of the law.

### **IV. BACKGROUND**

On January 9, 2024 (Item No. 27), Council approved Ordinance No. 23-2309 amending various sections of Chapter 6 (Purchasing System) of Article II (Administration) of the Carson Municipal Code. Ordinance No. 23-2309 increased the City Manager's authority to procure materials, supplies, equipment, services and professional services from \$25,000 to \$75,000. Section 2604 now requires the City Manager to, once per month, present to the City Council a list of all new contracts and amendments procured under City Manager or designee's authority.

Attached as Exhibit 1 is the City Manager's Contract Report for contracts executed between January 1, 2025 and January 31, 2025.

### **V. FISCAL IMPACT**

None.

### **VI. EXHIBITS**

1. Contract Report - January 2025

**Attachments**

[Contract Report - January 2025.pdf](#)

## EXHIBIT 1

Signatory Holder	Original/ Amendment	Contract Number	Vendor Name	Vendor Number	Category	Description of Service	Sum	Department	Effective Date (Attestation Date - pg 1)	Expiration Date
M WHITTAKER	Original	25-001	TIMOTHY WILLIAMS	8510	EVENT SERVICE PROVIDE AGREEMENT	2025 TRIBUTE TO MLK	\$2,300.00	COMMUNITY SERVICES	01/10/2025 *	
M WHITTAKER	Original	25-002	YNETTA SAMAREA CARTER III	8503	EVENT SERVICE PROVIDE AGREEMENT	2026 TRIBUTE TO MLK	\$200.00	COMMUNITY SERVICES	01/10/2025 *	
M WHITTAKER	Original	25-003	LASHAWNAE ARSHANEQ SMITH	8501	EVENT SERVICE PROVIDE AGREEMENT	2027 TRIBUTE TO MLK	\$350.00	COMMUNITY SERVICES	01/10/2025 *	
M WHITTAKER	Original	25-004	REBEKAH M DENEGAL	8130	EVENT SERVICE PROVIDE AGREEMENT	2028 TRIBUTE TO MLK	\$350.00	COMMUNITY SERVICES	01/10/2025 *	
M WHITTAKER	Original	25-005	TOBIAS LEVI MOODY	8180	EVENT SERVICE PROVIDE AGREEMENT	2029 TRIBUTE TO MLK	\$300.00	COMMUNITY SERVICES	01/10/2025 *	
M WHITTAKER	Original	25-006	LUIS GOMEZ	7995	EVENT SERVICE PROVIDE AGREEMENT	2030 TRIBUTE TO MLK	\$2,120.00	COMMUNITY SERVICES	01/10/2025 *	
M WHITTAKER	Original	25-007	PRECIOUS BOBBI JONES	8506	EVENT SERVICE PROVIDE AGREEMENT	2031 TRIBUTE TO MLK	\$200.00	COMMUNITY SERVICES	01/10/2025 *	
D ROBERTS	Original	25-009	SAMSARA INC.	8515	CONSULTANT	FLEET SOFTWARE & HARDWARE	\$29,870.35	PUBLIC WORKS	12/30/2024	12/29/2025
D ROBERTS	Original	25-011	MB HERZOG ELECTRIC INC	2208	CONSULTANT	ON-CALL ELECTRICIAN SERVICES	\$74,500.00	PUBLIC WORKS	1/8/2025	1/7/2025
M WHITTAKER	Original	25-012	EXPLORER - 1 AMBULANCE & MEDICAL SERVICES, LLC	7433	EVENT SERVICE PROVIDE AGREEMENT	2025 FRIDAY NIGHT LIGHTS	\$1,400.00	COMMUNITY SERVICES	01/17/2025 *	
M WHITTAKER	Original	25-013	BROTHERS IGNITING A GROOVE	8509	EVENT SERVICE PROVIDE AGREEMENT	2025 VOLUNTEER BANQUET	\$3,500.00	COMMUNITY SERVICES	03/14/2025 *	
M WHITTAKER	Original	25-016	BROADCAST SUPPORT INC	4297	EVENT SERVICE PROVIDE AGREEMENT	ENTRICHMENT RECITAL	\$1,135.00	COMMUNITY SERVICES	02/27/2025 *	
D ROBERTS	Original	25-017	HASA INC	8132	CONSULTANT	CARSON PARK POOL MAINTENANCE	\$14,252.23	COMMUNITY SERVICES	1/15/2025	1/14/2026
W JEFFERSON	Original	25-018	BLUETRITON BRANDS, INC.	7365	CONSULTANT	WATER DISPENSING SERVICES	\$20,000.00	FINANCE	11/1/2024	12/31/2025
D ROBERTS	Original	25-019	VN ENTERPRISES INC	8523	CONSULTANT	RE-MULCH SERVICES	\$30,098.04	COMMUNITY SERVICES	1/15/2025	1/14/2026
D ROBERTS	Amendment No. 1	24-266	ESPARZA CONSULTANTS	8454	CONSULTANT	BUSINESS LICENSE CONSULTING/FINANCIAL MGMT SERVICES	\$72,500.00	IT	10/22/2024	10/21/2025



File #:

Version:

## Report to Honorable Mayor and City Council

Tuesday, February 18, 2025, 5:00 PM

CONSENT 13.

To: Honorable Mayor and City Council

From: William Jefferson, Director of Finance FIN Accounting

Subject: CONSIDER ADOPTING RESOLUTION NO. 25-021, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF \$3,652,823.98, DEMAND CHECK NUMBERS 177448 THROUGH 177554 FOR GENERAL DEMAND (CITY COUNCIL)

### I. SUMMARY

**RESOLUTION NO. 25-021, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS AS FOLLOWS:**

**TOTAL OF \$3,652,823.98 FOR GENERAL DEMANDS CHECK NUMBERS 177448 THROUGH 177554.**

### II. RECOMMENDATION

WAIVE further reading and ADOPT Resolution No. 25-021, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF \$3,652,823.98, DEMAND CHECK NUMBERS 177448 THROUGH 177554 FOR GENERAL DEMAND".

### III. ALTERNATIVES

NONE.

### IV. BACKGROUND

**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 February 18, 2025, the City Council ratified the above demand numbers 177448 through 177554 for General Demand. The City Treasurer is hereby directed to pay out the funds named hereon, to each of the claimants listed above, the amount of warrant appearing opposite their respective names, for the purpose stated on the respective demands, making a total of \$3,652,823.98.

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

PASSED, APPROVED, and ADOPTED this 18TH DAY OF FEBRUARY, 2025.

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Sunny K. Soltani, City Attorney

**CITY OF CARSON:**

\_\_\_\_\_  
Lula Davis-Holmes, Mayor

**ATTEST:**

\_\_\_\_\_  
Dr. Khaleah K. Bradshaw, City Clerk

**V. FISCAL IMPACT**

**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 \_\_\_\_\_ DAY OF \_\_\_\_\_ 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, being Resolution No. 25-021, adopted by the City of Carson City Council at its meeting held on February 18, 2025 by the following vote:

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

\_\_\_\_\_  
Dr. Khaleah K. Bradshaw, City Clerk

**VI. EXHIBITS**

EXHIBIT NO. 1: DEMAND RESOLUTION #25-021

**Attachments**

[Exhibit 1 Demand Register Reso# 25-021.pdf](#)

## AP CHECK RECONCILIATION REGISTER

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

FOR: A11

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
17755	01/29/2025	VOID	000746 PITNEY BOWES GLOBAL FINAN	.00			
177448	01/27/2025	PRINTED	002904 ADMINISURE INC	9,363.00			
177449	01/27/2025	PRINTED	000899 ALL CITY MANAGEMENT SERVI	75,671.78			
177450	01/27/2025	PRINTED	005523 AMAZON CAPITAL SERVICES	143.42			
177451	01/27/2025	PRINTED	000697 BIG ANDYS TROPHIES AND PL	139.08			
177452	01/27/2025	PRINTED	003242 BLACK KNIGHT PATROL, INC	495.00			
177453	01/27/2025	PRINTED	001438 BLUE DIAMOND MATERIALS	4,729.37			
177454	01/27/2025	PRINTED	007365 BLUETRITON BRANDS, INC.	3,918.75			
177455	01/27/2025	PRINTED	006273 BOA ARCHITECTURE	46,000.00			
177456	01/27/2025	PRINTED	001627 BSN SPORTS LLC	49,485.59			
177457	01/27/2025	PRINTED	008411 CALTEC CORP	106,020.00			
177458	01/27/2025	PRINTED	007718 CLIVABETH PHOTOGRAPHY LLC	1,475.00			
177459	01/27/2025	PRINTED	001629 CORTEZ GRAPHICS	363.83			
177460	01/27/2025	PRINTED	004115 CSG CONSULTANTS INC	17,365.00			
177461	01/27/2025	PRINTED	000268 DAILY JOURNAL CORP	1,316.17			
177462	01/27/2025	PRINTED	000399 DUNN EDWARDS PAINT CO	111.06			
177463	01/27/2025	PRINTED	000394 EARLY CHILDHOOD	346.66			
177464	01/27/2025	PRINTED	006940 FLORENCE FILTER CORPORATI	212.33			
177465	01/27/2025	PRINTED	001268 GBROS INC	1,534.01			
177466	01/27/2025	PRINTED	005525 GREENBERG TRAUIG LLP	16,992.50			
177467	01/27/2025	PRINTED	000234 THE HOME DEPOT INC	131.12			
177468	01/27/2025	PRINTED	008314 INTERIOR PLUS, INC	439,190.62			
177469	01/27/2025	PRINTED	003629 LEES TOOLS	142.42			
177470	01/27/2025	PRINTED	000074 LOS ANGELES COUNTY SHERIF	2,040,869.70			
177471	01/27/2025	PRINTED	008191 MATTHEWS FAMILY COUNSELIN	1,100.00			
177472	01/27/2025	PRINTED	007851 NAVIN SAMI	14,710.00			
177473	01/27/2025	PRINTED	000460 PETES ROAD SERVICE INC	129.00			
177474	01/27/2025	PRINTED	005074 RICK'S LUBE COMPLETE AUTO	228.75			
177475	01/27/2025	PRINTED	000402 ROADLINE PRODUCTS INC USA	1,725.80			
177476	01/27/2025	PRINTED	007386 KAISER FOUNDATION HEALTH	1,375.00			
177477	01/27/2025	PRINTED	000718 STAPLES ADVANTAGE	5,298.57			
177478	01/27/2025	PRINTED	001115 STEAMX LLC	598.08			
177479	01/27/2025	PRINTED	007705 TRANSTECH ENGINEERS, INC.	19,100.00			
177480	01/27/2025	PRINTED	006769 U S BANK CORPORATE PAYMEN	3,739.94			
177481	01/27/2025	PRINTED	002212 HD SUPPLY CONSTRUCTION	220.49			
177482	01/29/2025	PRINTED	003075 CARDIO PARTNERS INC	718.32			
177483	01/29/2025	PRINTED	000797 ALESHIRE AND WYNDER LLP	473,468.32			
177484	01/29/2025	PRINTED	000042 ALIN PARTY SUPPLY CO	277.28			
177485	01/29/2025	PRINTED	005523 AMAZON CAPITAL SERVICES	253.46			
177486	01/29/2025	PRINTED	006675 AMERICAN TRANSPORTATION S	3,183.17			
177487	01/29/2025	PRINTED	000184 BAVCO	111.35			
177488	01/29/2025	PRINTED	001438 BLUE DIAMOND MATERIALS	2,517.50			
177489	01/29/2025	PRINTED	004876 CALIFORNIA DEPT OF TAX AN	14,000.00			
177490	01/29/2025	PRINTED	008505 CALIFORNIA MUNICIPAL REVE	150.00			
177491	01/29/2025	PRINTED	006845 CALIFORNIA PUBLIC INFORMA	45.00			
177492	01/29/2025	PRINTED	008158 CARDIO PARTNERS INC	2,010.36			
177493	01/29/2025	PRINTED	000062 CITY OF LOS ANGELES	717.03			
177494	01/29/2025	PRINTED	008405 CORODATA SHREDDING INC.	434.50			
177495	01/29/2025	PRINTED	001180 COUNTY OF LOS ANGELES	1,852.37			
177496	01/29/2025	PRINTED	000127 DAILY BREEZE NEWSPAPER	684.66			
177497	01/29/2025	PRINTED	000268 DAILY JOURNAL CORP	1,766.62			
177498	01/29/2025	PRINTED	007176 DAVEY COACH SALES INC.	125.00			

## AP CHECK RECONCILIATION REGISTER

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

FOR: A11

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
177499	01/29/2025	PRINTED	004385 DYETT & BHATIA URBAN AND	10,100.87			
177500	01/29/2025	PRINTED	001038 BARBARA DZIKOWSKI	50.00			
177501	01/29/2025	PRINTED	000394 EARLY CHILDHOOD	216.40			
177502	01/29/2025	PRINTED	000355 FERGUSON ENTERPRISES INC	42.82			
177503	01/29/2025	PRINTED	000221 FLEET PRIDE	294.99			
177504	01/29/2025	PRINTED	008347 GENERAL DATATECH, LP	85,168.47			
177505	01/29/2025	PRINTED	008352 GRAFFITI PROTECTIVE COATI	5,244.88			
177506	01/29/2025	PRINTED	004303 ALICE CLARK HARRIS	50.00			
177507	01/29/2025	PRINTED	008132 HASA INC	2,652.43			
177508	01/29/2025	PRINTED	001565 PHYLLIS HAYES	50.00			
177509	01/29/2025	PRINTED	000532 HDL COREN AND CONE	4,460.00			
177510	01/29/2025	PRINTED	000242 HINDERLITER DE LLAMAS AND	621.00			
177511	01/29/2025	PRINTED	001547 HOLIDAYGOO, INC	4,698.30			
177512	01/29/2025	PRINTED	001210 HYGRADE PLANTING MIX	438.00			
177513	01/29/2025	PRINTED	007103 JOE A. GONSALVES & SON	4,000.00			
177514	01/29/2025	PRINTED	007688 JOKER PARTY SUPPLY, INC.	427.26			
177515	01/29/2025	PRINTED	001191 TOM KING	50.00			
177516	01/29/2025	PRINTED	000074 LOS ANGELES COUNTY SHERIF	111.68			
177517	01/29/2025	PRINTED	000669 MDG ASSOCIATES	2,227.13			
177518	01/29/2025	PRINTED	008437 MYESHIA HORTON	11.00			
177519	01/29/2025	PRINTED	000110 NATIONAL LEAGUE OF CITIES	9,197.00			
177520	01/29/2025	PRINTED	010999 DESIREE JOHNSON	206.93			
177521	01/29/2025	PRINTED	010999 JESSICA O. VILLACIS	198.02			
177522	01/29/2025	PRINTED	010999 ROOBIK GALOOSIAN	110.00			
177523	01/29/2025	PRINTED	007583 KAREY L PEREZ	50.00			
177524	01/29/2025	PRINTED	004862 PRINCIPAL LIFE INSURANCE	2,664.20			
177525	01/29/2025	PRINTED	010000 FREEDOM FOREVER LLC	320.37			
177526	01/29/2025	PRINTED	010000 HUNT ENTERPRISES, INC	500.00			
177527	01/29/2025	PRINTED	010000 SUNRUN INSTALLATION SERVI	317.33			
177528	01/29/2025	PRINTED	005074 RICK'S LUBE COMPLETE AUTO	274.50			
177529	01/29/2025	PRINTED	000057 ROBERT MCELROY LLC	864.43			
177530	01/29/2025	PRINTED	000120 S&S WORLDWIDE, INC	452.17			
177531	01/29/2025	PRINTED	008324 SAFESHRED CO., INC.	250.00			
177532	01/29/2025	PRINTED	000427 SAM'S CLUB DIRECT	204.26			
177533	01/29/2025	PRINTED	000444 MIGDALIA SANCHEZ	290.67			
177534	01/29/2025	PRINTED	000444 MIGDALIA SANCHEZ	446.44			
177535	01/29/2025	PRINTED	000444 MIGDALIA SANCHEZ	1,321.67			
177536	01/29/2025	PRINTED	008451 SHEILA RICHARDSON	50.00			
177537	01/29/2025	PRINTED	000240 SOUTHERN CALIFORNIA EDISO	28,379.16			
177538	01/29/2025	PRINTED	000240 SOUTHERN CALIFORNIA EDISO	1,037.90			
177539	01/29/2025	PRINTED	004417 SOCALGAS	1,300.06			
177540	01/29/2025	PRINTED	007796 SOUTH BAY FORD INC	1,398.82			
177541	01/29/2025	PRINTED	000718 STAPLES ADVANTAGE	2,968.60			
177542	01/29/2025	PRINTED	000289 STATE OF CA DOJ/ACCTG OFF	584.00			
177543	01/29/2025	PRINTED	007090 T-MOBILE USA INC.	3,703.65			
177544	01/29/2025	PRINTED	000149 TEK TIME SYSTEMS, INC	124.18			
177545	01/29/2025	PRINTED	008106 TOTUM CORP	5,743.75			
177546	01/29/2025	PRINTED	006769 U S BANK CORPORATE PAYMEN	3,728.66			
177547	01/29/2025	PRINTED	001741 DANIEL VALDEZ	50.00			
177548	01/29/2025	PRINTED	007191 VERNE'S PLUMBING, INC.	95.00			
177549	01/29/2025	PRINTED	000361 WEST COAST SAND AND GRAVE	385.10			
177550	01/29/2025	PRINTED	001507 XTREME FITNESS	264.00			



**AP CHECK RECONCILIATION REGISTER**

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

FOR: All

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
177551	01/29/2025	PRINTED	008105 Z&K CONSULTANTS, INC	80,519.00			
177552	01/29/2025	PRINTED	000746 PITNEY BOWES GLOBAL FINAN	15,000.00			
177553	02/04/2025	PRINTED	004388 AIS TRUST ACCOUNT NEWPORT	725.90			
177554	02/04/2025	PRINTED	004388 AIS TRUST ACCOUNT NEWPORT	1,626.00			
			108 CHECKS				
			CASH ACCOUNT TOTAL	3,652,823.98	.00		

AP CHECK RECONCILIATION REGISTER

		UNCLEARED	CLEARED
108 CHECKS	FINAL TOTAL	3,652,823.98	.00

\*\* END OF REPORT - Generated by Jane Manalo \*\*



File #:

Version:

## Report to Honorable Mayor and City Council

Tuesday, February 18, 2025, 5:00 PM

CONSENT 14.

To: Honorable Mayor and City Council

From: William Jefferson, Director of Finance FIN Accounting

Subject: CONSIDER ADOPTING RESOLUTION NO. 25-02-CHA, A RESOLUTION OF THE CARSON HOUSING AUTHORITY RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF \$24,821.92, DEMAND CHECK NUMBERS HA-002029 THROUGH HA-002034 (CITY COUNCIL)

### I. SUMMARY

**RESOLUTION NO. 25-02-CHA, A RESOLUTION OF THE CARSON HOUSING AUTHORITY RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF \$24,821.92, DEMAND CHECK NUMBERS HA-002029 THROUGH HA-002034.**

### II. RECOMMENDATION

WAIVE further reading and ADOPT Resolution No. 25-02-CHA, "A RESOLUTION OF THE CARSON HOUSING AUTHORITY RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF \$24,821.92, DEMAND CHECK NUMBERS HA-002029 THROUGH HA-002034".

### III. ALTERNATIVES

NONE.

### IV. BACKGROUND

**THE CARSON HOUSING AUTHORITY 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 February 18, 2025, the Carson Housing Authority ratified the above demand numbers HA-002029 through HA-002034. The City Treasurer is hereby directed to pay out the funds named hereon, to each of the claimants listed above, the amount of warrant appearing opposite their respective names, for the purpose stated on the respective demands, making a total of \$24,821.92.

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

PASSED, APPROVED, and ADOPTED this 18TH DAY OF FEBRUARY, 2025.

CARSON HOUSING AUTHORITY, acting as the successor housing agency of the CARSON REDEVELOPMENT AGENCY, a public body by:

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Sunny K. Soltani, Agency Counsel

**CITY OF CARSON:**

\_\_\_\_\_  
Lula Davis-Holmes, Chairman

**ATTEST:**

\_\_\_\_\_  
Dr. Khaleah K. Bradshaw, Secretary

**V. FISCAL IMPACT**

**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 \_\_\_\_ DAY OF \_\_\_\_\_ AT CARSON, CALIFORNIA:

\_\_\_\_\_  
David C. Roberts, Jr., Executive Director

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

I, Dr. Khaleah K. Bradshaw, Secretary of the Carson Housing Authority, California, hereby attest to and certify that the foregoing resolution, being Resolution No. 25-02-CHA, adopted by the City of Carson City Council at its meeting held on February 18, 2025 by the following vote:

AYES: AUTHORITY BOARD MEMBERS:

NOES: AUTHORITY BOARD MEMBERS:

ABSTAIN: AUTHORITY BOARD MEMBERS:

ABSENT: AUTHORITY BOARD MEMBERS:

\_\_\_\_\_  
Dr. Khaleah K. Bradshaw, Secretary

**VI. EXHIBITS**

EXHIBIT NO. 1: DEMAND RESOLUTION #25-02-CHA

**Attachments**

[Exhibit 1 CHA Demand Reso# 25-02-CHA.pdf](#)

## AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 255-99-999-999-1012-

FOR: All

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
2029	01/08/2025	PRINTED	000547 CARSON TERRACE PARTNERS L	6,110.00			
2030	01/08/2025	PRINTED	006769 CITY MANAGER	468.70			
2031	01/14/2025	PRINTED	000423 AVALON COURTYARD	12,048.92			
2032	01/14/2025	PRINTED	006884 LYFT, INC.	52.77			
2033	01/15/2025	PRINTED	001001 AT&T PHONE	31.53			
2034	01/29/2025	PRINTED	000547 CARSON TERRACE PARTNERS L	6,110.00			
6 CHECKS				CASH ACCOUNT TOTAL	24,821.92	.00	

AP CHECK RECONCILIATION REGISTER

		UNCLEARED	CLEARED
6 CHECKS	FINAL TOTAL	24,821.92	.00

\*\* END OF REPORT - Generated by Jane Manalo \*\*



File #:

Version:

## Report to Honorable Mayor and City Council

Tuesday, February 18, 2025, 5:00 PM

CONSENT 17.

To: Honorable Mayor and City Council

From: William Jefferson, Director of Finance FIN Accounting

Subject: CONSIDER ADOPTING RESOLUTION NO. 25-02-CSA, A RESOLUTION OF THE CARSON SUCCESSOR AGENCY CLAIMS AND DEMANDS IN THE AMOUNT OF \$5,997.06, DEMAND CHECK NUMBERS SA-001941 THROUGH SA-001943 (CITY COUNCIL)

### **I. SUMMARY**

**RESOLUTION NO. 25-02-CSA, A RESOLUTION OF THE CARSON SUCCESSOR AGENCY CLAIMS AND DEMANDS IN THE AMOUNT OF \$5,997.06, DEMAND CHECK NUMBERS SA-001941 THROUGH SA-001943.**

### **II. RECOMMENDATION**

WAIVE further reading and ADOPT Resolution NO. 25-02-CSA, "A RESOLUTION OF THE CARSON SUCCESSOR AGENCY CLAIMS AND DEMANDS IN THE AMOUNT OF \$5,997.06, DEMAND CHECK NUMBERS SA-001941 THROUGH SA-001943".

### **III. ALTERNATIVES**

NONE.

### **IV. BACKGROUND**

**THE CARSON SUCCESSOR AGENCY 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 February 18, 2025, the Carson Successor Agency ratified the above demand numbers SA-001941 through SA-001943. The City Treasurer is hereby directed to pay out the funds named hereon, to each of the claimants listed above, the amount of warrant appearing opposite their respective names, for the purpose stated on the respective demands, making a total of \$5,997.06.

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

PASSED, APPROVED, and ADOPTED this 18TH DAY OF FEBRUARY, 2025.

CARSON SUCCESSOR AGENCY, to the dissolved CARSON REDEVELOPMENT AGENCY, a public body



**APPROVED AS TO FORM:**

\_\_\_\_\_  
Sunny K. Soltani, Agency Counsel

**CITY OF CARSON:**

\_\_\_\_\_  
Lula Davis-Holmes, Chairman

**ATTEST:**

\_\_\_\_\_  
Dr. Khaleah K. Bradshaw, Secretary

**V. FISCAL IMPACT**

**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 \_\_\_\_ DAY OF \_\_\_\_\_ AT CARSON, CALIFORNIA:

\_\_\_\_\_  
David C. Roberts, Jr., Executive Director

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

I, Dr. Khaleah K. Bradshaw, Secretary of the Carson Successor Agency, California, hereby attest to and certify that the foregoing resolution, being Resolution No. 25-02-CSA, adopted by the City of Carson City Council at its meeting held on February 18, 2025 by the following vote:

AYES: AUTHORITY BOARD MEMBERS:

NOES: AUTHORITY BOARD MEMBERS:

ABSTAIN: AUTHORITY BOARD MEMBERS:

ABSENT: AUTHORITY BOARD MEMBERS:

\_\_\_\_\_  
Dr. Khaleah K. Bradshaw, Secretary

**VI. EXHIBITS**

EXHIBIT NO. 1: DEMAND RESOLUTION #25-02-CSA

**Attachments**

[Exhibit 1 CSA Demand Reso #25-02-CSA.pdf](#)

## AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 782-99-999-999-1030-

FOR: All

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
1941	01/08/2025	PRINTED	001924 THE BANK OF NEW YORK MELL	3,434.00			
1942	01/08/2025	PRINTED	002183 DIGITAL ASSURANCE CERTIFI	2,500.00			
1943	01/15/2025	PRINTED	001001 AT&T PHONE	63.06			
3 CHECKS				5,997.06	.00		
CASH ACCOUNT TOTAL							

AP CHECK RECONCILIATION REGISTER

		UNCLEARED	CLEARED
3 CHECKS	FINAL TOTAL	5,997.06	.00
** END OF REPORT - Generated by Jane Manalo **			



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File #:

Version:

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## Report to Honorable Mayor and City Council

Tuesday, February 18, 2025, 5:00 PM

CONSENT 16.

To: Honorable Mayor and City Council

From: Erica Guico, Administrative Specialist CMO PIO

Subject: CONSIDER AWARDED A FIVE-YEAR CONTRACT SERVICE AGREEMENT WITH ADVANTAGE MAILING, LLC FOR PRINTING AND MAILING OF THE COMMUNITY SERVICES GUIDE AND CARSON REPORT (CITY COUNCIL)

### **I. SUMMARY**

On December 12, 2024, proposals were received on PlanetBids for the printing of the Community Services Guide and Carson Report in response to the Request for Proposal No. 25-006 issued on October 24, 2024.

The Community Services Guide and Carson Report is published by the Public Information Office. The Community Services Guide features programming including, but not limited to, upcoming community events, excursions, classes, etc. The Carson Report is an educational and informational publication for residents/business/stakeholders regarding the city's issues, programs and services.

Since the total cost for these services exceeds the amount that the City Manager may approve, the City Council is being asked to approve the award of contract.

### **II. RECOMMENDATION**

**TAKE** the following actions:

1. APPROVE a contract with Advantage Mailing, LLC for a five (5) year term in an amount not to exceed \$523,487.04 for printing, mail preparation, and delivery, with one additional optional two (2) year term.
2. AUTHORIZE the Mayor to execute the contract after approval as to form by the City Attorney.

### **III. ALTERNATIVES**

TAKE another action the City Council deems appropriate, subject to and consistent with the requirements for the City's Purchasing Ordinance.

### **IV. BACKGROUND**

Advantage Mailing, LLC has been the incumbent printer and mailer since 2017. They have maintained their business operations and kept prices low despite increased lumber costs during the COVID-19 pandemic and rising inflation. They consistently deliver timely turnaround times, regardless of our submission schedule. For over a decade, they have been a reliable vendor for the City of Carson. The current contract is set to expire in July 2025.

**V. FISCAL IMPACT**

Funds are budgeted in FY 24/25 Public Information Office Division account no. 101-52-540-101-6004.

**VI. EXHIBITS**

Draft Advantage Mailing, LLC Contract

**Attachments**

[Advantage Mailing Contract\(1050623.1\).pdf](#)

**CONTRACT SERVICES AGREEMENT**

**By and Between**

**CITY OF CARSON**

**and**

**ADVANTAGE MAILING, LLC**

**AGREEMENT FOR CONTRACT SERVICES  
BETWEEN THE CITY OF CARSON AND  
ADVANTAGE MAILING, LLC**

THIS AGREEMENT FOR CONTRACT SERVICES (herein “Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025 by and between the CITY OF CARSON, a California municipal corporation (“City”) and ADVANTAGE MAILING, LLC, a Delaware limited liability company (“Consultant”). City and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

**RECITALS**

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

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

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

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

**OPERATIVE PROVISIONS**

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

**ARTICLE 1. SERVICES OF CONSULTANT**

1.1 Scope of Services.

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



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

#### 1.2 Consultant’s Proposal.

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

#### 1.3 Compliance with Law.

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

#### 1.4 Licenses, Permits, Fees and Assessments.

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

#### 1.5 Familiarity with Work.

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

#### 1.6 Care of Work.

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

1.7 Further Responsibilities of Parties.

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

1.8 Additional Services.

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

1.9 Special Requirements.

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

**ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.**

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed Five Hundred Twenty Three Thousand Four Hundred Eighty Seven Dollars and Four Cents (**\$523,487.04**) (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 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:

Chris Baker  
(Name)

New Business Development  
(Title)

(Name)	(Title)
(Name)	(Title)

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

#### 4.2 Status of Consultant.

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

#### 4.3 Contract Officer.

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

#### 4.4 Independent Consultant.

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

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

#### 4.5 Prohibition Against Subcontracting or Assignment.

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

### **ARTICLE 5. INSURANCE AND INDEMNIFICATION**

#### 5.1 Insurance Coverages.

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

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

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

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

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

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

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

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

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

## 5.2 General Insurance Requirements.

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

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

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

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

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

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.

[to be initialed]

\_\_\_\_\_  
Consultant Initials

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

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

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

### 5.3 Indemnification.

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



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

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

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

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

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

#### 5.4 Sufficiency of Insurer.

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

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

## **ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION**

### **6.1 Records.**

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

### **6.2 Reports.**

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

### **6.3 Ownership of Documents.**

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

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

#### **6.4     Confidentiality and Release of Information.**

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

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

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

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

### **ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION**

#### **7.1     California Law.**

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

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

#### 7.2 Disputes; Default.

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

#### 7.3 Retention of Funds.

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

#### 7.4 Waiver.

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

#### 7.5 Rights and Remedies are Cumulative.

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

#### 7.6 Legal Action.

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

#### 7.7 Termination Prior to Expiration of Term.

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

#### 7.8 Termination for Default of Consultant.

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

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

#### 7.9 Attorneys' Fees.

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

### **ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION**

#### 8.1 Non-liability of City Officers and Employees.

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

#### 8.2 Conflict of Interest.

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

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

#### 8.3 Covenant Against Discrimination.

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

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

#### 8.4 Unauthorized Aliens.

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

### **ARTICLE 9. MISCELLANEOUS PROVISIONS**

#### 9.1 Notices.

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

#### 9.2 Interpretation.

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

#### 9.3 Counterparts.

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

#### 9.4 Integration; Amendment.

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

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

#### 9.5 Severability.

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

#### 9.6 Warranty & Representation of Non-Collusion.

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

Consultant's Authorized Initials \_\_\_\_\_

#### 9.7 Corporate Authority.

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

**[SIGNATURES ON FOLLOWING PAGE]**



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

CITY:

CITY OF CARSON, a municipal corporation

\_\_\_\_\_  
Lula Davis-Holmes, Mayor

ATTEST:

\_\_\_\_\_  
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:  
ALESHIRE & WYNDER, LLP

\_\_\_\_\_  
Sunny K. Soltani, City Attorney  
[vas;rjl]

CONSULTANT:  
ADVANTAGE MAILING, LLC, a Delaware  
limited liability company

By:\_\_\_\_\_  
Name:  
Title:

By:\_\_\_\_\_  
Name:  
Title:  
Address: 1600 N. Kraemer Blvd.  
Anaheim, CA 92806

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

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

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

### OPTIONAL

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

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

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

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

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

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

### OPTIONAL

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

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

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

- I. Consultant will print, and provide certain related services for, a City publication known as the Community Services Guide and Carson Report Combination Flip Book, as further detailed below. The City reserves the right to change the quantities, number of pages or take any other action which would be in the best interest of the City.**

**A. General**

1. Delivery Requirements: The Community Services Guide and Carson Report Combination Flip Book produced under these specifications shall be delivered FOB destination to a designated mailer. Copies not delivered to the mailer shall be delivered to Carson City Hall, 701 East Carson Street, Carson, California 90745, Attn: Public Information Office. All work is to be coordinated with the City's Graphic Artist or designated representative. No changes may be made to the publication(s) without prior authorization by the City.
2. Paper Quality: Any changes to paper quality must receive prior approval from the City before printing.
3. Pre-Job Meeting. A Pre-job meeting may be held to discuss deadlines and other requirements as set forth by these specifications.
4. Proofs: Consultant shall provide proofs of all corrections requested by City prior to final printing.
5. Quality Control: Consultant must adhere to reasonable quality control standards during the printing process. Areas requiring inspection include, but are not limited to, color resignation, ink damage from incomplete drying, and other areas identified in discussions with the Public Information Officer or designated representatives.
6. Timeliness of Delivery: Consultant shall deliver publication(s) to the designated mailer or post office in a timely manner, as the materials are date- and time-sensitive.

- B. Consultant shall print twenty (20) issues of the Community Services Guide and Carson Report Combination Flip Book, with each issue printed according to the following specifications:**

1. Pages: 52 pages (including cover).
2. Quantity: 36,000 Books (over-runs or under-runs may not exceed 2%).

3. Frequency: Publish four (4) issues per year (Fall/Winter/Spring/Summer), from 2025 to 2030.
4. Trim Size: 8.25" X 10.375".
5. Print Quality Tolerance: Over-runs or under-runs shall not exceed 2%.
6. Special Edition: At the request for the City, Consultant shall print a Special Edition of the Carson Report and Community Services Guide, limited to no more than 15 pages (including cover).
7. Artwork/Copy: The City will provide digital files in Press Quality PDF format, created using programs such as Adobe InDesign, Adobe Illustrator, and Adobe Photoshop on a Macintosh computer One (1) Press Quality PDF will be provided.
8. Proofs: Publication will be approved based on the PDF.
9. Cover Specifications: Full Color: 4/4 on 70-lb. #3 Gloss Book.
10. Inside Stock: Full Color: 4/4 on 70-lb. #3 Gloss Book.
11. Bindery: Saddle stitched, trimmed to size.
12. Packaging: Bundled for convenience.
13. Shipping:
  - (a) Deliver approximately 34,332 copies to Long Beach Post Office first, then to Los Angeles Post Office (as designated mailing service or per option).
  - (b) Deliver approximately 1,168 copies to City Hall, Attn: Public Information Office at 701 E. Carson St., Carson, CA. 90745.
  - (c) No Friday deliveries or City-recognized holidays.

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

- A. Four (4) quarterly issues of the Community Services Guide and Carson Report Combination Flip Book from 2025 to 2030, with a total of 36,000 prints per issue for 5 years.

**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.** Chris Baker, New Business Development

**EXHIBIT “B”**  
**SPECIAL REQUIREMENTS**  
**(Superseding Contract Boilerplate)**

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

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

“3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding ~~five~~ ***one*** (5+) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit “D”) ***The City may, at its sole discretion, elect to extend the Term by one additional two-year term (“Extension Term”). The pricing to be applied for such Extension Term is listed in Exhibit “C.”***”

**II. Section 7.10 (Liquidated Damages) is hereby added to the Agreement to read in its entirety as follows:**

“7.10 Liquidated Damages.

“The delivery of the Community Services Guide and Carson Report Combination Flip Book must occur within five (5) consecutive calendar days from the dates of delivery required in Exhibit D of this Agreement. If the Consultant fails to make delivery as required, Consultant shall be in default and possible breach if the default is not cured and will be subject to all of the enforcement and termination provisions of this Agreement, and the City will deduct from any monies payable on account of services performed by Consultant, as liquidated damages the sum of \$100.00 per day for each and every day or portion of a day that the delivery is late. It is understood that liquidated damages will be charged to Consultant because the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement.”

**EXHIBIT "C"**  
**SCHEDULE OF COMPENSATION**

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

**Year 1 Contract Pricing Per Issue - 7.1.25 - 6.30.26**

52 pg book

4/4 process

70# #3 Gloss Book

Stitch & trim to 8-1/4 x 10-3/8

\*\* Includes digital flipbook

34,332 - EDDM with Bundle tie in 50's

1,168 - Carton Pack for office copies

FOB: 2 Deliveries, office copies to City of Carson City Hall and the Public Information Office, Carson, CA (loading dock)

ESTIMATOR : Kathy Itomura

**Quantity of 36,000**

<b>Services</b>	<b>Quantity</b>	<b>Setup</b>	<b>Rate</b>		<b>Price</b>
**Printing - Prt- 16pg sig -M	36,000		\$187.47	Per 1,000	\$6,748.92
**Printing - Prt- 16pg sig -M	36,000		\$177.37	Per 1,000	\$6,385.32
**Printing - Prt- 4pg sig -M	36,000		\$84.06	Per 1,000	\$3,026.16
**Printing - Prt- 16pg sig -M	36,000		\$177.37	Per 1,000	\$6,385.32
**Printing - Bindery	1		\$1,449.93	ea	\$1,449.93
Creative Design	1		\$200.00	ea	\$200.00
Digital Flipbook					
DP-Additional Versions or Drops	1		\$55.00	ea	\$55.00
DP EDDM/Simplified Paperwork	34,332	\$25.00	\$5.08	Per 1,000	\$199.41
Deliver to Local Post Office	2		\$262.50	ea	\$525.00
2 Verify & Deliver to City of Carson					
<b>Total Cost for Services</b>					<b><u>\$24,975.06</u></b>
<b>Total Estimated Project Cost</b>	36,000	<b>Unit Price:</b>	\$0.69375167		<b><u>\$24,975.06</u></b>

**TOTAL COST YEAR 1:**

**\$99,900.24**



**Year 2 Contract Pricing Per Issue - 7.1.26 - 6.30.27**

52 pg book

4/4 process

70# #3 Gloss Book

Stitch & trim to 8-1/4 x 10-3/8

\*\* Includes digital flipbook

34,332 - EDDM with Bundle tie in 50's

1,168 - Carton Pack for office copies

FOB: 2 Deliveries, office copies to City of Carson City Hall and the Public Information Office, Carson, CA  
(loading dock)

ESTIMATOR : Kathy Itomura

**Quantity of 36,000**

<b>Services</b>	<b>Quantity</b>	<b>Setup</b>	<b>Rate</b>		<b>Price</b>
**Printing - <b>Prt- 16pg sig -M</b>	36,000		\$191.92	<i>Per 1,000</i>	\$6,909.12
**Printing - <b>Prt- 16pg sig -M</b>	36,000		\$181.58	<i>Per 1,000</i>	\$6,536.88
**Printing - <b>Prt- 4pg sig -M</b>	36,000		\$86.06	<i>Per 1,000</i>	\$3,098.16
**Printing - <b>Prt- 16pg sig -M</b>	36,000		\$181.58	<i>Per 1,000</i>	\$6,536.88
**Printing - <b>Bindery</b>	1		\$1,485.77	<i>ea</i>	\$1,485.77
Creative Design	1		\$200.00	<i>ea</i>	\$200.00
<i>Digital Flipbook</i>					
DP-Additional Versions or Drops	1		\$55.00	<i>ea</i>	\$55.00
DP EDDM/Simplified Paperwork	34,332	\$25.00	\$5.18	<i>Per 1,000</i>	\$202.84
Deliver to Local Post Office	2		\$273.00	<i>ea</i>	\$546.00
<i>2 Verify &amp; Deliver to City of Carson</i>					
<b>Total Cost for Services</b>					<b><u>\$25,570.65</u></b>
<b>Total Estimated Project Cost</b>	36,000	<b>Unit Price:</b>	\$0.71029583		<b><u>\$25,570.65</u></b>

**TOTAL COST YEAR 2:**

**\$102,282.60**

**Year 3 Contract Pricing Per Issue - 7.1.27 - 6.30.28**

52 pg book

4/4 process

70# #3 Gloss Book

Stitch & trim to 8-1/4 x 10-3/8

\*\* Includes digital flipbook

34,332 - EDDM with Bundle tie in 50's

1,168 - Carton Pack for office copies

FOB: 2 Deliveries, office copies to City of Carson City Hall and the Public Information Office, Carson, CA  
(loading dock)

ESTIMATOR : Kathy Itomura

**Quantity of 36,000**

<b>Services</b>	<b>Quantity</b>	<b>Setup</b>	<b>Rate</b>		<b>Price</b>
**Printing - <b>Prt- 16pg sig -M</b>	36,000		\$196.37	Per 1,000	\$7,069.32
**Printing - <b>Prt- 16pg sig -M</b>	36,000		\$185.79	Per 1,000	\$6,688.44
**Printing - <b>Prt- 4pg sig -M</b>	36,000		\$88.05	Per 1,000	\$3,169.80
**Printing - <b>Prt- 16pg sig -M</b>	36,000		\$185.79	Per 1,000	\$6,688.44
**Printing - <b>Bindery</b>	1		\$1,521.62	ea	\$1,521.62
Creative Design	1		\$200.00	ea	\$200.00
Digital Flipbook					
DP-Additional Versions or Drops	1		\$55.00	ea	\$55.00
DP EDDM/Simplified Paperwork	34,332	\$25.00	\$5.28	Per 1,000	\$206.27
Deliver to Local Post Office	2		\$283.50	ea	\$567.00
2 Verify & Deliver to City of Carson					
<b>Total Cost for Services</b>					<b><u>\$26,165.89</u></b>
<b>Total Estimated Project Cost</b>	36,000	<b>Unit Price:</b>	\$0.72683036		<b><u>\$26,165.89</u></b>

**TOTAL COST YEAR 3:**

**\$104,663.56**

Year 4 Contract Pricing Per Issue - 7.1.28 - 6.30.29

52 pg book

4/4 process

70# #3 Gloss Book

Stitch & trim to 8-1/4 x 10-3/8

\*\* Includes digital flipbook

34,332 - EDDM with Bundle tie in 50's

1,168 - Carton Pack for office copies

FOB: 2 Deliveries, office copies to City of Carson City Hall and the Public Information Office, Carson, CA (loading dock)

ESTIMATOR : Kathy Ito-mura

**Quantity of 36,000**

<b>Services</b>	<b>Quantity</b>	<b>Setup</b>	<b>Rate</b>		<b>Price</b>
**Printing - Prt- 16pg sig -M	36,000		\$202.05	Per 1,000	\$7,273.80
**Printing - Prt- 16pg sig -M	36,000		\$189.99	Per 1,000	\$6,839.64
**Printing - Prt- 4pg sig -M	36,000		\$90.05	Per 1,000	\$3,241.80
**Printing - Prt- 16pg sig -M	36,000		\$189.99	Per 1,000	\$6,839.64
**Printing - Bindery	1		\$1,557.47	ea	\$1,557.47
Creative Design	1		\$200.00	ea	\$200.00
Digital Flipbook					
DP-Additional Versions or Drops	1		\$55.00	ea	\$55.00
DP EDDM/Simplified Paperwork	34,332	\$25.00	\$5.39	Per 1,000	\$210.04
Deliver to Local Post Office	2		\$294.00	ea	\$588.00
2 Verify & Deliver to City of Carson					

**Total Cost for Services**

**\$26,803.81**

**Total Estimated Project Cost**

36,000 **Unit Price:** \$0.74459443

**\$26,803.81**

**TOTAL COST YEAR 4:**

**\$107,215.24**

**Year 5 Contract Pricing Per Issue - 7.1.29 - 6.30.30**

52 pg book

4/4 process

70# #3 Gloss Book

Stitch & trim to 8-1/4 x 10-3/8

\*\* Includes digital flipbook

34,332 - EDDM with Bundle tie in 50's

1,168 - Carton Pack for office copies

FOB: 2 Deliveries, office copies to City of Carson City Hall and the Public Information Office, Carson, CA (loading dock)

ESTIMATOR : Kathy Itomura

**Quantity of 36,000**

<b>Services</b>	<b>Quantity</b>	<b>Setup</b>	<b>Rate</b>		<b>Price</b>
**Printing - Prt- 16pg sig -M	36,000		\$205.26	Per 1,000	\$7,389.36
**Printing - Prt- 16pg sig -M	36,000		\$194.20	Per 1,000	\$6,991.20
**Printing - Prt- 4pg sig -M	36,000		\$92.04	Per 1,000	\$3,313.44
**Printing - Prt- 16pg sig -M	36,000		\$194.20	Per 1,000	\$6,991.20
**Printing - Bindery	1		\$1,593.32	ea	\$1,593.32
Creative Design	1		\$200.00	ea	\$200.00
Digital Flipbook					
DP-Additional Versions or Drops	1		\$55.00	ea	\$55.00
DP EDDM/Simplified Paperwork	34,332	\$25.00	\$5.50	Per 1,000	\$213.83
Deliver to Local Post Office	2		\$304.50	ea	\$609.00
2 Verify & Deliver to City of Carson					
<b>Total Cost for Services</b>					<b><u>\$27,356.35</u></b>
<b>Total Estimated Project Cost</b>	36,000	<b>Unit Price:</b>	\$0.75989861		<b><u>\$27,356.35</u></b>

**TOTAL COST YEAR 5:**

**\$109,425.40**

**Year 6 Contract Pricing Per Issue - 7.1.30 - 6.30.31**

52 pg book

4/4 process

70# #3 Gloss Book

Stitch & trim to 8-1/4 x 10-3/8

\*\* Includes digital flipbook

34,332 - EDDM with Bundle tie in 50's

1,168 - Carton Pack for office copies

FOB: 2 Deliveries, office copies to City of Carson City Hall and the Public Information Office, Carson, CA  
(loading dock)

ESTIMATOR : Kathy Itomura

Quantity of 36,000					
Services	Quantity	Setup	Rate		Price
**Printing - <del>Prt</del> - 16pg sig -M	36,000		\$209.71	Per 1,000	\$7,549.56
**Printing - <del>Prt</del> - 16pg sig -M	36,000		\$198.41	Per 1,000	\$7,142.76
**Printing - <del>Prt</del> - 4pg sig -M	36,000		\$94.04	Per 1,000	\$3,385.44
**Printing - <del>Prt</del> - 16pg sig -M	36,000		\$198.41	Per 1,000	\$7,142.76
**Printing - Bindery	1		\$1,632.73	ea	\$1,632.73
Creative Design	1		\$200.00	ea	\$200.00
Digital Flipbook					
DP-Additional Versions or Drops	1		\$55.00	ea	\$55.00
DP EDDM/Simplified Paperwork	34,332	\$25.00	\$5.60	Per 1,000	\$217.26
Deliver to Local Post Office	2		\$315.51	ea	\$631.02
2 Verify & Deliver to City of Carson					
<b>Total Cost for Services</b>					<b><u>\$27,956.53</u></b>
<b>Total Estimated Project Cost</b>	36,000	<b>Unit Price:</b>	\$0.77657028		<b><u>\$27,956.53</u></b>

**TOTAL COST YEAR 6 (EXTENSION TERM):**

**\$111,826.12**

**Year 7 Contract Pricing Per Issue - 7.1.31 - 6.30.32**

52 pg book

4/4 process

70# #3 Gloss Book

Stitch & trim to 8-1/4 x 10-3/8

\*\* Includes digital flipbook

34,332 - EDDM with Bundle tie in 50's

1,168 - Carton Pack for office copies

FOB: 2 Deliveries, office copies to City of Carson City Hall and the Public Information Office, Carson, CA (loading dock)

ESTIMATOR : Kathy Itomura

**Quantity of 36,000**

<b>Services</b>	<b>Quantity</b>	<b>Setup</b>	<b>Rate</b>		<b>Price</b>
**Printing - <del>Prt-</del> 16pg sig -M	36,000		\$214.16	Per 1,000	\$7,709.76
**Printing - <del>Prt-</del> 16pg sig -M	36,000		\$202.62	Per 1,000	\$7,294.32
**Printing - <del>Prt-</del> 4pg sig -M	36,000		\$96.03	Per 1,000	\$3,457.08
**Printing - <del>Prt-</del> 16pg sig -M	36,000		\$202.62	Per 1,000	\$7,294.32
**Printing - Bindery	1		\$1,669.01	<del>ea</del>	\$1,669.01
Creative Design	1		\$200.00	<del>ea</del>	\$200.00
Digital Flipbook					
DP-Additional Versions or Drops	1		\$55.00	<del>ea</del>	\$55.00
DP EDDM/Simplified Paperwork	34,332	\$25.00	\$5.66	Per 1,000	\$219.32
Deliver to Local Post Office	2		\$324.50	<del>ea</del>	\$649.00
2 Verify & Deliver to City of Carson					
<b>Total Cost for Services</b>					<b><u>\$28,547.81</u></b>
<b>Total Estimated Project Cost</b>	36,000	<b>Unit Price:</b>	\$0.79299472		<b><u>\$28,547.81</u></b>

**TOTAL COST YEAR 7 (EXTENSION TERM): \$114,191.24**

- 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 \$523,487.04 as provided in Section 2.1 of this Agreement.**

**EXHIBIT “D”**  
**SCHEDULE OF PERFORMANCE**

**I. Consultant shall perform all services timely in accordance with the following schedule:**

<b>Issue</b>	<b>Copy to Printer</b>	<b>Mailing Date</b>
Fall (Sept., Oct., Nov.)	July 16, 2025	July 28, 2025 – Aug. 1, 2025
Winter (Dec., Jan., Feb.)	Oct. 15, 2025	Oct. 27, 2025 - Oct. 31, 2025
Spring (March, April, May)	Jan. 14, 2026	Jan. 26, 2026 – Jan. 30, 2026
Summer (June, July, Aug.)	April 15, 2026	Apr. 27, 2026 – May 1, 2026
Fall (Sept., Oct., Nov.)	July 17, 2026	July 27, 2026 – July 31, 2026
Winter (Dec., Jan., Feb.)	Oct. 14, 2026	Oct. 26, 2026 – Oct. 30, 2026
Spring (March, April, May)	Jan. 13, 2027	Jan. 25, 2027 – Jan. 29, 2027
Summer (June, July, Aug.)	Apr. 14, 2027	April 26, 2027 – May 30, 2027
Fall (Sept., Oct., Nov.)	July 14, 2027	July 26, 2027 – July 30, 2027
Winter (Dec., Jan., Feb.)	Oct. 13, 2027	Oct. 25, 2027 – Oct. 29, 2027
Spring (March, April, May)	Jan. 12, 2028	Jan. 24, 2028 – Jan. 29, 2028
Summer (June, July, Aug.)	Apr. 12, 2028	Apr. 24, 2028 – Apr. 29, 2028
Fall (Sept., Oct., Nov.)	July 12, 2028	July 24, 2028 – July 29, 2028
Winter (Dec., Jan., Feb.)	Oct. 11, 2028	Oct. 23, 2028 – Oct. 27, 2028
Spring (March, April, May)	Jan. 17, 2029	Jan. 29, 2029 – Feb. 2, 2029
Summer (June, July, Aug.)	Apr. 18, 2029	Apr. 30, 2029 – May 4, 2029
Fall (Sept., Oct., Nov.)	July 18, 2029	July 30, 2029 – Aug. 3, 2029
Winter (Dec., Jan., Feb.)	Oct. 17, 2029	Oct. 29, 2029 – Nov. 2, 2029
Spring (March, April, May)	Jan. 16, 2030	Jan. 30, 2030 – Feb. 3, 2030
Summer (June, July, Aug.)	Apr. 17, 2030	May 1, 2030 – May 5, 2030

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





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File #:

Version:

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## Report to Honorable Mayor and City Council

Tuesday, February 18, 2025, 5:00 PM

CONSENT 17.

To: Honorable Mayor and City Council

From: Roobik Galoosian, Risk Manager CMO Risk Management

Subject: CONSIDER ADOPTING RESOLUTION NUMBER 25-024 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON APPROVING LOS ANGELES COUNTY'S DEPARTMENT OF PUBLIC HEALTH PUBLIC HEALTH SERVICES CONTRACT; AND APPROVAL OF PUBLIC HEALTH SERVICES CONTRACT WITH LOS ANGELES COUNTY DEPARTMENT OF PUBLIC HEALTH (CITY COUNCIL)

### **I. SUMMARY**

The County of Los Angeles has long-standing contracts with numerous cities, including Carson, for the provision of public health services. The contract with City of Carson dates back to the inception of the City in 1968 and allows for the County's Health Officer to act as the Health Officer for Carson, enforcing public health statutes, regulations and ordinances. Many of the existing contracts with cities have become outdated due to changes in the Health and Safety Code and the separation of the Department of Public Health from the Department of Health Services in 2006. To address these issues, the County is requesting new agreements to be signed by the 85 cities, including Carson.

### **II. RECOMMENDATION**

TAKE the following actions:

1. WAIVE further reading and ADOPT Resolution No. 25-024 "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON APPROVING LOS ANGELES COUNTY'S DEPARTMENT OF PUBLIC HEALTH PUBLIC HEALTH SERVICES CONTRACT"; and
2. AUTHORIZE the City Manager to execute the Contract.

### **III. ALTERNATIVES**

TAKE another action the City Council deems appropriate.

### **IV. BACKGROUND**

The City entered into a contract with the County for provision of public health and Health Officer services starting in 1968. The new agreement offers updated terms and continues to provide the same level of public health services at no cost, and no current service is being reduced or eliminated. The contract will be renewed automatically, unless the City of County terminates the contract.

### **V. FISCAL IMPACT**

None.

### **VI. EXHIBITS**

1. Resolution No. 25-024
2. Public Health Service Contract

**Attachments**

[Resolution for County Public Health Contract\(1051335.1\).pdf](#)

[City of Carson PH-005602.pdf](#)

# **EXHIBIT 1**

## **RESOLUTION NO. 25-024**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON APPROVING LOS ANGELES COUNTY'S DEPARTMENT OF PUBLIC HEALTH PUBLIC HEALTH SERVICES CONTRACT**

**WHEREAS**, the County of Los Angeles ("County") has long-standing contracts with numerous cities, including the City of Carson ("City"), for the provision of public health services. The County's contract with the City dates back to the inception of the City in 1968 and allows for the County's Health Officer to act as the Health Officer for the City, enforcing public health statutes, regulations and ordinances. Many of the County's existing contacts with cities have become out-dated due to changes in the Health and Safety Code and the separation of the Department of Public Health from the Department of Health Services in 2006. To address these issues, the County is requesting new agreements to be signed by the 85 cities with which County has current contracts, including the City; and

**WHEREAS**, the City desires to continue to contract with the County for the performance of public health services by the County's Department of Public Health, for the County's Health Officer to act as the City's Health Officer, and for the County's Department of Public Health to serve as the City's Environmental Health Department; and

**WHEREAS**, the new contract proposed by the County is authorized by California Health and Safety Code Sections 101400 and 101405; and

**WHEREAS**, the County Health Officer shall fulfill the obligations and exercise the authority conferred by California Health and Safety Code Sections 101470 and 101475 within the territorial jurisdiction of the City in the performance of the newly proposed contract.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, DOES HEREBY FIND, DETERMINE AND RESOLVE 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 Los Angeles County Department of Public Health Public Health Services Contract, a copy of which is attached hereto and incorporated herein by this reference as Exhibit A.

**SECTION 3.** 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 4.** The City Clerk shall certify to the adoption of this Resolution and enter it into the book of original Resolutions.

**SECTION 5.** This Resolution shall be effective immediately upon its adoption.

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PASSED, APPROVED AND ADOPTED this 18th day of February, 2025.

\_\_\_\_\_  
Lula Davis-Holmes, Mayor

ATTEST:

\_\_\_\_\_  
Dr. Khaleah R. Bradshaw, City Clerk

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

I, Dr. Khaleah R. Bradshaw, City Clerk of the City of Carson, do hereby certify that the foregoing Resolution, being Resolution No. 25-024 was passed and approved by the City Council of the City of Carson, at a regular meeting of said Council held on February 18, 2025 and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Dr. Khaleah R. Bradshaw, City Clerk

## **EXHIBIT A**

## EXHIBIT A

Contract No. PH-005602

### DEPARTMENT OF PUBLIC HEALTH PUBLIC HEALTH SERVICES CONTRACT

THIS CONTRACT "Contract" is made and entered into on \_\_\_\_\_

by and between

COUNTY OF LOS ANGELES  
(hereafter "County")

and

CITY OF CARSON  
(hereafter "City")

THIS PUBLIC HEALTH SERVICES CONTRACT ("Contract") is made by and between the County of Los Angeles, hereinafter referred to as the "County", and the City of Carson hereinafter referred to as "City."

#### RECITALS:

The City desires to continue to contract with the County for the performance of public health services by the County's Department of Public Health ("Public Health"), for the County's Health Officer to act as the City's Health Officer, and for the County's Department of Public Health to serve as the City's Environmental Health Department.

The County agrees to continue performing such services on the terms and conditions set forth in this Contract.

This Contract is authorized by California Health and Safety Code Sections 101400 and 101405.

To effectuate public health services for the City, the County and its duly appointed Health Officer shall exercise the powers and duties that are conferred upon local health officers by law.

The County Health Officer shall fulfill the obligations and exercise the authority conferred by California Health and Safety Code Sections 101470 and 101475 within the territorial jurisdiction of the City in the performance of this Contract.

**THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:**

1. **TERM:** This Contract shall become effective upon date of execution, and replace all prior contracts for public health services between the City and County. This contract shall continue in full force and effect until June 30, 2029. Subject to Section 7 below, this Contract shall thereafter be automatically renewed for consecutive five (5) year terms, for an indefinite period, without further action by either City or County, unless City or County terminates the Contract in the manner set forth in Section 7.
2. **PUBLIC HEALTH SERVICES:** The County and the County's Health Officer shall observe and enforce within the territorial jurisdiction of the City all of the following:
  - a. Orders, quarantine, and other regulations, concerning public health, prescribed by the California Department of Public Health ("CDPH").
  - b. Statutes relating to public health.
  - c. Provisions of Los Angeles County Code, Title 11, and any amendments thereto, as adopted by City by ordinance or resolution, to the same extent as they are enforced in the unincorporated area of the County.
3. **DESCRIPTION OF PUBLIC HEALTH FUNCTIONS:**
  - a. The performance of all public health services, the standard of performance and other matters incidental to the performance of public health services and observation and enforcement of public health statutes, regulations, ordinances and CDPH orders and guidance shall be determined solely at the discretion of the County Health Officer and/or Director of County



Public Health. The control of County personnel under this Contract shall remain exclusively with the County.

- b. The County agrees to continue to perform for the City such public health services as are authorized or mandated by state laws or regulations related to public health, to be performed by the local health officer or local enforcement agency.
  - i. Pursuant to California Health and Safety Code section 101045, the County shall investigate health and sanitary conditions in detention facilities operated by the City, if any. County may bill and receive payment from City for inspection and reporting services in the manner provided by Paragraph 4, subsections (g) and (h) of this Contract.
  - ii. For future enactments of state law or regulation, County agrees to perform public health services that impose a specific duty or obligation on the local health officer to observe or enforce. Should future state law statutory or regulatory enactment related to public health not impose a duty or obligation on the local health officer, City may request in writing that the County perform that public health service. Should County elect to perform that discretionary public health service for City, pursuant to such City request, then County may bill and receive payment from City for inspection and reporting services in the manner provided by Section 4, subsections (g) and (h) of this Contract.
- c. The County agrees to continue to perform for the City such public health services as authorized or mandated by provisions of Title 11 of the Los Angeles County Code, and any amendments or additions thereto, that the City has adopted via ordinance or resolution.
  - i. Should the County Board of Supervisors enact future provisions to or amend existing provisions of Title 11 of the Los Angeles County Code, County will inform the City of the newly enacted provision or amendment via email to the City's Manager, and describe the

- enacted new provision or amendment and the impact to the services performed under this Contract, if any.
- ii. For future ordinances that may be enacted by the Board of Supervisors into Title 11 of the Los Angeles County Code, in order for the County to observe and enforce that enacted ordinance within the City, the City must approve the incorporation of the identical version of that new Title 11 provision into its municipal code via ordinance or by resolution of the City Council.
  - iii. Any future amendments to provisions of Title 11 of the Los Angeles County Code that exist in the City's Municipal Code at the date of the execution of this Contract, shall be incorporated by the City into its municipal code.
- d. The County shall issue public health permits and licenses to permittees located within the City and collect the fees as provided for in Los Angeles County Code, Title 8, Chapter 8.04. Such fees shall be retained by County Public Health for the benefit of County as full compensation for the services performed by the Public Health Director and County Health Officer on behalf of the City.
- i. County may, from time to time, amend or alter the public health permit or license fees charged to those individuals or entities required to obtain a public health permit or license pursuant to either state statute or Los Angeles County Code, Title 8, Chapter 8.04.
  - ii. City may not set, collect, or retain public health permit or license fees for any public health service performed by County under this Contract.
- e. For the purpose of performing said functions, County shall furnish and supply all necessary labor, supervision, equipment, and supplies necessary to provide the public health services described in this Contract and as necessary to protect the public health, safety, and welfare as determined by Public Health in its sole discretion. All persons employed in

the performance of public health services and functions under this Contract shall be County personnel.

**4. GENERAL TERMS:**

- a. To facilitate the performance of public health services, City and County will cooperate and assist each other to fulfill the purpose and intent of this Contract.
- b. Exhibit A of this Contract, which is attached hereto and incorporated herein, shall provide the language of the City's Municipal Code, as amended, that reflects the City's specific adoption of Division 1 of Title 11 of the Los Angeles County Code as of the effective date of this Contract. Exhibit A may be revised to reflect any changes to the City's Municipal Code regarding Title 11 of the Los Angeles County Code.
- c. All persons employed in the performance of such public health duties, functions and services for City shall be County employees or personnel and no City employee shall be supplanted by County, and no person employed by County under this Contract shall have any City pension, civil service, or any status or right.
- d. The City shall not be called upon to assume any liability for the direct payment of any salary, wages or other compensation to any County personnel performing services hereunder for the City, or be liable for compensation to or required to indemnify any County employee for injury or sickness arising out of his or her employment.
- e. The parties have executed an Assumption of Liability Contract approved by the Board of Supervisors on December 27, 1977, and/or a Joint Indemnity Contract approved by the Board of Supervisors on October 8, 1991. Whichever of these documents the City has signed later in time is currently in effect and hereby made a part of and incorporated into this Contract by reference. In the event that the Board of Supervisors later approves a revised Joint Indemnity Contract, and the City executes the

revised contract, the subsequent contract as of its effective date shall supersede the agreement previously in effect between the parties hereto.

- f. City is not required to separately reimburse County for the performance or enforcement of any City ordinance or resolution which adopts identical provisions of Los Angeles County Code, Title 11, and its amendments.
- g. Should City request in writing additional public health services of the County, that are not required by statute, regulation or CDPH Order, or as provided in Title 11 of the Los Angeles County Code, the County may charge the City, at rates approved by the Board of Supervisors, an hourly rate that will reimburse the County for the costs for the provision of those specific public health services.
- h. County, through its Director of Public Health, must render to City within twenty (20) calendar days after the close of each calendar month an itemized invoice which covers all extra services performed for City if such services were requested by the City in writing, during said month, and City must pay County within thirty (30) days after date of such invoice.
- i. If a violation of public health statutes, regulations or ordinances results in a public health hazard within the City, County will notify the City Manager in writing. If the City elects to pursue legal prosecution or abatement, City shall provide to County contact information for counsel that will represent the City or the People in any legal proceeding to abate or mitigate the public health hazard. City shall bear the full cost of such proceedings. County may bill City on an hourly basis for time spent by County employees participating in such legal proceedings.

5. **NOTICES:** Notices hereunder must be in writing and may either be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, attention to the parties at the addresses listed below. Public Health Director, or the Director's designee, is authorized to execute all notices or demands which are required or permitted by County under this Agreement.

Addresses and parties to be notified may be changed by providing at least ten (10) working days prior written notice to the other party.

A. Notices to County must be addressed as follows:

- (1) Department of Public Health  
Environmental Health – Administrative Headquarters  
5050 Commerce Drive  
Baldwin Park, California 91706  
Attention: Director, Environmental Health  
E-mail: [EHAdmin@ph.lacounty.gov](mailto:EHAdmin@ph.lacounty.gov)
- (2) Department of Public Health  
Contracts and Grants Division  
5555 Ferguson Drive, 2<sup>nd</sup> Floor, Suite 210  
Commerce, CA 90022  
Attention: Division Director  
Email: [contracts-grants@ph.lacounty.gov](mailto:contracts-grants@ph.lacounty.gov)
- (3) Department of Public Health  
Office of the Director  
Attention: Director, Public Health  
313 North Figueroa Street  
Los Angeles, CA 90012  
Email: [DPHDirector@ph.lacounty.gov](mailto:DPHDirector@ph.lacounty.gov)

B. Notices to City must be addressed as follows:

- (1) City of: Carson  
Attention: City Manager  
701 East Carson Street  
Carson, CA 90745  
Email: [droberts@carsonca.gov](mailto:droberts@carsonca.gov)  
Phone: (310) 952-1700

6. **GOVERNING LAW, JURISDICTION, AND VENUE:** This Contract will be governed by, and will be construed in accordance with, the laws of the State of California. City agrees and consents to the exclusive jurisdiction of the courts of the State of California or the United States Courthouse, Central District, Western Division, for all purposes regarding this Contract and further agrees and consents

that venue of any action brought under this Contract shall be exclusively in the County of Los Angeles.

7. **TERMINATION FOR CONVENIENCE:** The performance of services under this Contract may be terminated, with or without cause, in whole or in part, from time to time when such action is deemed by County or City to be in their own best interest. Termination of services hereunder shall be effectuated by the delivery of an advance written Notice of Termination of the entire Contract by one party to the other at least one hundred and eighty (180) calendar days prior to July 1 of the following calendar year. The termination of services may only be effective on July 1 of the calendar year, so as to assure no lapse in public health and local health officer services to the residents of City.
8. **ALTERATION OF TERMS/AMENDMENTS:** The body of this Contract and any Exhibits attached hereto, and documents incorporated by reference, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Contract. No addition to, or alteration of, the terms of this Contract, whether by written or verbal understanding of the parties, their officers, employees or agents, shall be valid and effective unless made in the form of a written amendment to this Contract which is formally approved and executed by the parties in the same manner as this Contract.
9. **INDEPENDENT CONTRACTOR STATUS:** This Contract is by and between the County and City and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and City. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

**10. NO INTENT TO CREATE A THIRD-PARTY BENEFICIARY CONTRACT:**

Notwithstanding any other provision of this Contract, the parties do not in any way intend that any person shall acquire any rights as a third-party beneficiary under this Contract.

**11. VALIDITY:** If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

**12. WAIVER:** No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be subscribed by its Director of Public Health, and Contractor has caused this Contract to be subscribed in its behalf by its duly authorized officer, the month, day, and year first written above.

**CITY OF CARSON**

**COUNTY OF LOS ANGELES**

By: \_\_\_\_\_  
David C. Roberts Jr.  
City Manager

By: \_\_\_\_\_  
Barbara Ferrer, Ph.D., M.P.H., M.Ed.  
Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM  
BY THE OFFICE OF THE CITY ATTORNEY

APPROVED AS TO FORM  
BY THE OFFICE OF THE COUNTY COUNSEL

SUNNY SOLTANI, City Attorney

DAWYN R. HARRISON, County Counsel

By: \_\_\_\_\_  
City Attorney

APPROVED AS TO CONTRACT  
ADMINISTRATION:  
Department of Public Health

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Contracts and Grants Division

ATTEST:  
KHALEAH K. BRADSHAW, City Clerk

By: \_\_\_\_\_  
City Clerk

Date: \_\_\_\_\_

Date: \_\_\_\_\_  
(AFFIX CORPORATE SEAL HERE)

#07642:db



Exhibit A:

CITIES - HEALTH OFFICER - ADOPTION OF COUNTY CODE

CARSON

<b>ADOPTION OF OUR COUNTY CODE TITLE 8 &amp; TITLE 11</b>
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<b>5100 Adoption of Public Health Licensing Regulations and Health Code.</b>
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Division 1 of Title 8 of the Los Angeles County Code (Public Health Licensing), and Division 1 of Title 11 of the Los Angeles County Code (the Health Code), both as amended and in effect on July 1, 1998, hereby are adopted by reference and shall collectively be known as the Health Code of the City of Carson.
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A certified copy of Division 1 of Title 8 and Division 1 of Title 11 of the Los Angeles County Code have been deposited in the office of the City Clerk of the City of Carson and shall be at all times maintained by the Clerk for use and examination by the public. (Ord. 98-1136, § 2)
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<b>CITY MUNICIPAL CODE EXCLUSION OF SPECIFIC PUBLIC HEALTH SERVICES</b>
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None
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# Report to Honorable Mayor and City Council

Tuesday, February 18, 2025, 5:00 PM

CONSENT 18.

To: Honorable Mayor and City Council  
From: Gary Carter, Director, Information Technology and Security ITS Infrastructure Security  
Subject: CONSIDERATION TO ACCEPT THE PROJECT AS COMPLETE, PROJECT NO. 1794, COUNCIL CHAMBERS AUDIOVISUAL (CITY COUNCIL)

## **I. SUMMARY**

The purpose of the Council Chambers Audiovisual Project is to upgrade all components of the Council Chambers Audiovisual System, including Display System, Signal Distribution and Switching System, Audio System, Broadcast System, and Broadcast Control Room. The Public, Educational, and Government (PEG) funded project meets the federal funding guidelines and project progress was reported along with other City Capital Improvement projects. Following a competitive bid process, the City of Carson executed an agreement with Western A/V DBA Western Audio Visual & Security on May 1, 2024, for audiovisual hardware, software, maintenance, and support.

Western A/V completed the majority of the project tasks between May 2, 2024, and September 17, 2024, where the new audiovisual system was completed and operational for the September 17, 2024 City Council meeting. An issue with the motor of the wheelchair accessible and adjustable height lectern required the vendor to return the original and resulted in delays while the manufacturer assembled a new custom lectern with the same specifications for ADA accessibility. The new lectern installation was completed and operates as designed and according to City specifications.

Staff requests the City Council accept the work as complete and authorize staff to file the Notice of Completion with the Los Angeles County Registrar-Recorder/County Clerk Office.

## **II. RECOMMENDATION**

1. ACCEPT as complete Project No. 1794: Council Chambers Audiovisual Project.
2. AUTHORIZE staff to file a Notice of Completion.

## **III. ALTERNATIVES**

TAKE another action the City Council deems appropriate.

## **IV. BACKGROUND**

City Council prioritized the upgrade the audiovisual equipment in the City's Council Chambers due to regular hardware and software operational failures resulting in loss of signal and degradation of video and audio quality during Council Meetings. In addition, staff was to include workflow automation software for simplifying live meeting processes for staff and integration of the agenda management software with the audiovisual system. In addition, an upgrade of the adjacent Executive Council Chambers Conference Room and the City Council Conference Room with an easy-to-use high quality conference management system was completed. The major items included and completed in the Council Chambers Audiovisual Scope of Work are as follows:

Major Audiovisual Project Tasks
1. Provide and install all necessary hardware and software components to upgrade the Audio/Visual systems in the Council Chamber, Broadcast Control Room, and Executive Council Conference Rooms
2. Provide and install eleven (11) digital name plates at each dais position
3. Provide and install 130" All in One IAC 2K Samsung Display
4. Provide and install 85" Samsung UHD Display
5. Signal Distribution and Switching System upgrades including four (4) staff executive bullpen HDMI inputs, (1) public podium, and Clickshare wireless presentation gateway
6. Provide and Install new ADA compliant podium with motorized adjustable lift
7. City Council Executive Conference Room A/V upgrades including installation of Meeting Room Digital Signal Processor, conferencing camera, and C-10 wireless presentation gateway.

The upgrade of the City Council Chambers Audiovisual system has been completed to satisfaction in accordance with the original project design, and the integration with the City's new agenda management system, Agenda Link, has supported City staff with streamlining agenda preparation and live broadcasting with greater efficiency. Staff requests the City Council to accept the project as complete and authorize staff to file the Notice of Completion with the Los Angeles County Registrar-Recorder Office.

The PEG budget for this project was \$398,707.00 and \$143,737.57 funds from the FY2023-24 ITS Department budget, for a total of \$542,444.57. The total amount spent on the Council Chambers Audiovisual project is \$529,565.00, resulting in \$12,879.00 available for future projects.

## **V. FISCAL IMPACT**

No fiscal impact is associated with the recommended action items.

## **VI. EXHIBITS**

None.

Prepared: Gary Carter, Director, Information Technology&Security Department



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File #:

Version:

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## Report to Honorable Mayor and City Council

Tuesday, February 18, 2025, 5:00 PM

CONSENT 19.

To: Honorable Mayor and City Council

From: Joshua Boudreaux, Director of Human Resources

Subject: CONSIDER APPROVAL OF RESOLUTION NO. 25-023 RESCINDING RESOLUTION 24-118 AND ADOPTING CORRECTED COMPENSATION RANGES FOR AFSCME LOCAL 809-REPRESENTED PART-TIME UNCLASSIFIED HOURLY CLASSIFICATIONS TO BE EFFECTIVE JANUARY 1, 2025

### **I. SUMMARY**

The state minimum wage became \$16.50 hourly effective January 1, 2025. On December 18, 2024, the City Council reviewed and approved updated compensation tables for part-time unclassified employees (for both AFSCME Local 809-represented and unrepresented groups), which comply with the new minimum wage and make adjustments to avoid compaction issues. Following recent review, staff identified a labor clause that necessitated a mandatory 2.5% spacing between each position range. These corrections are reflected in the compensation ranges shown in the table attached to Resolution 25-023.

### **II. RECOMMENDATION**

WAIVE further reading and ADOPT Resolution No. 25-023, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, RESCINDING RESOLUTION NO. 24-118 AND ADOPTING CORRECTED COMPENSATION RANGES FOR AFSCME 809 REPRESENTED PART-TIME UNCLASSIFIED EMPLOYEES TO BE EFFECTIVE JANUARY 1, 2025."

### **III. ALTERNATIVES**

TAKE another action deemed appropriate by City Council.

### **IV. BACKGROUND**

On December 18, 2024, the City Council approved Resolution No. 24-118 and Resolution No. 24-119, which authorized hourly compensation increases for both AFSCME Local 809-represented part-time classifications (Resolution No. 24-118) and part-time unrepresented classifications (Resolution No. 24-119). These adjustments were made to ensure compliance with the new state hourly minimum wage of \$16.50.

#### Correction and Update:

Following a recent review, staff identified necessary corrections to the compensation table for AFSCME Local 809-represented part-time employees. The 2025 calculations previously presented to the City Council included a \$0.50 increase for job classifications below the new minimum wage threshold. To prevent salary compaction, an additional \$0.50 adjustment was applied uniformly to all affected salaries.

#### **Proposed Action:**

City staff has prepared a corrected compensation table for the AFSCME Local 809-represented part-time unclassified employee group and is requesting its formal approval through the adoption of Resolution 25-023. The revised table ensures:

- Compliance with the \$16.50 minimum wage – No position falls below this threshold.
- Incremental adjustments for higher classifications – Positions previously above the minimum wage have been increased in accordance with prior litigation between the City of Carson and AFSCME Local 809.
- Consistent salary spacing – A 2.5% increase is applied between classification specifications, with a 5% increase per classification step to maintain structured pay progression.

Approval of Resolution 25-023 will formally implement these corrections, ensuring equitable and legally compliant compensation for AFSCME Local 809-represented part-time employees.

#### **V. FISCAL IMPACT**

The \$.50 increase for the hourly minimum wage became effective January 1, 2025. The increases reflected in the compensation table attached to Resolution 25-023 have been included in the Fiscal Year 2024-25 adopted budget.

#### **VI. EXHIBITS**

1. Exhibit 1: Previously approved Resolution 24-118 (to be rescinded)
2. Exhibit 2: Previously approved Compensation Table for AFSCME Local 809-Represented Part-Time Unclassified Employees
3. Exhibit 3: Resolution No. 25-023- Rescinding Resolution 24-118
4. Exhibit 4: Corrected Compensation Table for AFSCME Local 809-Represented Part Time Unclassified Employees Effective January 1, 2025.

#### **Attachments**

[Exhibit 1 Previously approved Resolution 24-118 \(to be rescinded\).pdf](#)

[Exhibit 2 Previously approved Compensation Table for AFSCME 809-Represented Part-Time Unclassified Employees.pdf](#)

[Exhibit 3 Resolution No. 25-023 Rescinding Resolution 24-118.pdf](#)

[Exhibit 4 2025-Corrected Compensation Table for AFSCME Local 809-Represented Part Time Unclassified Employees Effective January 1, 2025.pdf](#)

## **EXHIBIT NO.1**

### **RESOLUTION NO. 24-118**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING THE SALARY RANGES FOR AFSCME 809 UNCLASSIFIED, PART-TIME, HOURLY CLASSIFICATIONS TO INCREASE THE HOURLY MINIMUM WAGE TO \$16.50, AND TO REFLECT A 5% STEP INCREMENT INCREASES THAT WILL TAKE EFFECT ON JANUARY 1, 2025

**WHEREAS**, the City of Carson, California employs numerous AFSCME 809 unclassified, part-time hourly, unrepresented employees in a variety of classifications; and

**WHEREAS**, the City values and recognizes the work performed by AFSCME 809 unclassified, part-time hourly, unrepresented employees who assist the City of Carson in providing the quality and breadth of services it currently provides to the citizens of Carson; and

**WHEREAS**, in 2024, the Governor and the State of California Director of the Department of Finance certified that, under Labor Code section 1182.12(c)(3)(A), the state hourly minimum wage must be increased, effective January 1, 2025, to \$16.50 an hour (regardless of the number of workers employed by an employer).,

**WHEREAS**, the Assistant City Manager is authorized and directed under the provisions of Sections 2797.1 and 27973 (d) of the Carson Municipal Code to prepare and recommend, after consultation with the Department Directors, a compensation plan which becomes effective upon approval by the City Council.

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

**SECTION 1.** The above recitals are true and correct.

**SECTION 2.** AFSCME 809 unclassified, part-time, hourly classifications employees are not covered by the City's Personnel Rules.

**SECTION 3.** The attached compensation plan for unclassified, part-time, unrepresented, hourly employees is hereby amended to increase the hourly minimum wage from \$16.00 to \$16.50 per hour, effective January 1, 2025.

**SECTION 4.** The City Clerk shall certify to the adoption of this resolution and deem it effective as of December 17th of 2024 the same shall be in force and effect.

**PASSED, APPROVED AND ADOPTED this 17th day of December 2024.**

APPROVED AS TO FORM:

\_\_\_\_\_  
Lula Davis-Holmes, Mayor

\_\_\_\_\_  
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. 24-118, was passed and approved by the City Council of the City of Carson at its meeting held on December 17, 2024, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

By: \_\_\_\_\_  
Dr. Khaleah K. Bradshaw, City Clerk



## EXHIBIT NO. 2

### AFSCME 809 UNCLASSIFIED PART-TIME SALARY SCHEDULE EFFECTIVE JANUARY 1, 2024

CLASSIFICATION TITLE	SALARY RANGE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Clerical Aide	857	\$ 16.50	\$ 17.33	\$ 18.20	\$ 19.12	\$ 20.08	\$ 21.09
Senior Maintenance Aide	857	\$ 16.50	\$ 17.33	\$ 18.20	\$ 19.12	\$ 20.08	\$ 21.09
Central Services Worker	856	\$ 17.31	\$ 18.19	\$ 19.10	\$ 20.06	\$ 21.07	\$ 22.13
Receptionist/Switchboard Operator	856	\$ 17.31	\$ 18.19	\$ 19.10	\$ 20.06	\$ 21.07	\$ 22.13
Senior Clerical Aide	860	\$ 18.16	\$ 19.07	\$ 20.03	\$ 21.04	\$ 22.10	\$ 23.21
Maintenance Aide	860	\$ 18.16	\$ 19.07	\$ 20.03	\$ 21.04	\$ 22.10	\$ 23.21
Utility Worker I	860	\$ 18.16	\$ 19.07	\$ 20.03	\$ 21.04	\$ 22.10	\$ 23.21
Rec. Asst III Membership & Sales	862	\$ 18.60	\$ 19.54	\$ 20.52	\$ 21.55	\$ 22.63	\$ 23.77
Recreation Assistant III	862	\$ 18.60	\$ 19.54	\$ 20.52	\$ 21.55	\$ 22.63	\$ 23.77
Recreation Assistant III- Fitness	862	\$ 18.60	\$ 19.54	\$ 20.52	\$ 21.55	\$ 22.63	\$ 23.77
Clerical Assistant	858	\$ 19.99	\$ 21.00	\$ 22.05	\$ 23.16	\$ 24.32	\$ 25.54
Utility Worker II	858	\$ 19.99	\$ 21.00	\$ 22.05	\$ 23.16	\$ 24.32	\$ 25.54
Rec. Asst IV-Membership & Sales	863	\$ 20.48	\$ 21.51	\$ 22.58	\$ 23.71	\$ 24.90	\$ 26.14
Recreation Assistant IV	863	\$ 20.48	\$ 21.51	\$ 22.58	\$ 23.71	\$ 24.90	\$ 26.14
Recreation Assistant IV Fitness	863	\$ 20.48	\$ 21.51	\$ 22.58	\$ 23.71	\$ 24.90	\$ 26.14
Recreation Specialist	863	\$ 20.48	\$ 21.51	\$ 22.58	\$ 23.71	\$ 24.90	\$ 26.14
Office Clerk	861	\$ 23.11	\$ 24.33	\$ 25.55	\$ 26.83	\$ 28.17	\$ 29.57
Custodian	859	\$ 24.25	\$ 25.56	\$ 26.84	\$ 28.18	\$ 29.59	\$ 31.07
Typist Clerk II	866	\$ 25.45	\$ 26.86	\$ 28.20	\$ 29.61	\$ 31.09	\$ 32.65
Senior Clerk	865	\$ 28.05	\$ 29.65	\$ 31.13	\$ 32.68	\$ 34.32	\$ 36.03
Storekeeper	865	\$ 28.05	\$ 29.65	\$ 31.13	\$ 32.68	\$ 34.32	\$ 36.03
Assistant Recreation Center Suprv.	853	\$ 28.73	\$ 30.39	\$ 31.91	\$ 33.50	\$ 35.18	\$ 36.94
Assistant Events Coordinator	852	\$ 29.44	\$ 31.15	\$ 32.70	\$ 34.34	\$ 36.06	\$ 37.86
Bus Driver	854	\$ 30.16	\$ 31.92	\$ 33.52	\$ 35.20	\$ 36.96	\$ 38.80
Assistant Aquatics Program Supv.	851	\$ 30.90	\$ 32.72	\$ 34.36	\$ 36.08	\$ 37.88	\$ 39.78
Buyer Assistant	855	\$ 31.66	\$ 33.54	\$ 35.22	\$ 36.98	\$ 38.83	\$ 40.77
Recreation Coordinator	864	\$ 36.64	\$ 38.90	\$ 40.84	\$ 42.88	\$ 45.03	\$ 47.28

# **EXHIBIT NO. 3**

## **RESOLUTION NO. 25-023**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, RESCINDING RESOLUTION NO. 24-118 AND ADOPTING CORRECTED COMPENSATION RANGES FOR AFSCME 809-REPRESENTED PART-TIME UNCLASSIFIED EMPLOYEES TO BE EFFECTIVE JANUARY 1, 2025

**WHEREAS**, the City of Carson, California (“City”) employs numerous unclassified, part-time hourly employees represented by American Federation of State, County and Municipal Employees Union, Council 36, Local 809 (“AFSCME 809”) in a variety of classifications; and

**WHEREAS**, effective January 1, 2025, the minimum hourly wage for the State of California was increased to \$16.50 an hour (regardless of the number of workers employed by an employer); and

**WHEREAS**, the Director of Human Resources is authorized and directed under the provisions of Sections 2797.1 and 2797.3 (d) of the Carson Municipal Code to prepare and recommend, after consultation with the Department Directors, a compensation plan which becomes effective upon approval by the City Council; and

**WHEREAS**, the proposed compensation ranges for AFSCME 809-represented part-time unclassified employees attached hereto are intended to correct the compensation ranges adopted by City Council Resolution No. 24-118; and

**WHEREAS**, the proposed compensation ranges for AFSCME 809-represented part-time unclassified employees reflect the new state hourly minimum wage of \$16.50 which became effective January 1, 2025 and compensation increases for classifications already above the state minimum wage in order to avoid compaction issues among the classifications; and

**WHEREAS**, City representatives have met and conferred with AFSCME 809 representatives regarding the adjustments reflected in the attached compensation ranges; and

**WHEREAS**, the City Council now desires to rescind Resolution No. 24-118 and adopt corrected compensation ranges for AFSCME 809-represented part-time unclassified employees.

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

**SECTION 1.** The above recitals are true and correct.

**SECTION 2.** Resolution No. 24-118 is hereby rescinded.

**SECTION 3.** The compensation ranges for AFSCME 809-represented part-time unclassified employees attached to this resolution are hereby adopted and shall replace the compensation ranges attached to Resolution No. 24-118. The attached compensation ranges shall be effective January 1, 2025.

**SECTION 4.** The City Clerk shall certify to the adoption of this resolution and deem it effective as of February 18th of 2025.

**PASSED, APPROVED AND ADOPTED this 18th day of February 2025.**

APPROVED AS TO FORM:

\_\_\_\_\_  
Lula Davis-Holmes, Mayor

\_\_\_\_\_  
Sunny K. Soltani, City Attorney

ATTEST:

\_\_\_\_\_  
Dr. Khaleah K. Bradshaw, City Clerk

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

I, Khaleah Bradshaw, City Clerk of the City of Carson, do hereby certify that the foregoing Resolution, being Resolution No. 25-023, was passed and approved by the City Council of the City of Carson at its meeting held on February 18, 2025, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

By: \_\_\_\_\_  
Dr. Khaleah K. Bradshaw, City Clerk

# EXHIBIT NO. 4

## AFSCME 809 UNCLASSIFIED PART-TIME SALARY SCHEDULE EFFECTIVE JANUARY 1, 2025

CLASSIFICATION TITLE	RANGE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Compaction Increase Amount with the \$16.50 MW-Step 1	Compaction Increase Amount with the \$16.50 MW-Step 6					
Clerical Aide	810	\$16.50	\$17.33	\$18.19	\$19.10	\$20.06	\$21.06							
Senior Maintenance Aide	811	\$16.91	\$17.76	\$18.65	\$19.58	\$20.56	\$21.59	\$0.47	\$0.66	5.00%	5.00%	5.00%	5.00%	5.00%
Central Services Worker	812	\$17.34	\$18.20	\$19.11	\$20.07	\$21.07	\$22.12	\$0.53	\$0.67	5.00%	5.00%	5.00%	5.00%	5.00%
Receptionist/Switchboard Operator	812	\$17.34	\$18.20	\$19.11	\$20.07	\$21.07	\$22.12	\$0.53	\$0.67	5.00%	5.00%	5.00%	5.00%	5.00%
	813	\$17.77	\$18.66	\$19.59	\$20.57	\$21.60	\$22.68			5.00%	5.00%	5.00%	5.00%	5.00%
Senior Clerical Aide	814	\$18.21	\$19.12	\$20.08	\$21.08	\$22.14	\$23.24	\$0.55	\$0.70	5.00%	5.00%	5.00%	5.00%	5.00%
Maintenance Aide	814	\$18.21	\$19.12	\$20.08	\$21.08	\$22.14	\$23.24	\$0.55	\$0.70	5.00%	5.00%	5.00%	5.00%	5.00%
Utility Worker I	814	\$18.21	\$19.12	\$20.08	\$21.08	\$22.14	\$23.24	\$0.55	\$0.70	5.00%	5.00%	5.00%	5.00%	5.00%
Rec. Asst III Membership & Sales	815	\$18.67	\$19.60	\$20.58	\$21.61	\$22.69	\$23.83	\$0.57	\$0.73	5.00%	5.00%	5.00%	5.00%	5.00%
Recreation Assistant II	815	\$18.67	\$19.60	\$20.58	\$21.61	\$22.69	\$23.83	\$0.57	\$0.73	5.00%	5.00%	5.00%	5.00%	5.00%
Recreation Assistant III- Fitness	815	\$18.67	\$19.60	\$20.58	\$21.61	\$22.69	\$23.83	\$0.57	\$0.73	5.00%	5.00%	5.00%	5.00%	5.00%
	816	\$19.13	\$20.09	\$21.10	\$22.15	\$23.26	\$24.42			5.00%	5.00%	5.00%	5.00%	5.00%
	817	\$19.61	\$20.59	\$21.62	\$22.70	\$23.84	\$25.03			5.00%	5.00%	5.00%	5.00%	5.00%
Clerical Assistant	818	\$20.10	\$21.11	\$22.16	\$23.27	\$24.44	\$25.66	\$0.61	\$0.78	5.00%	5.00%	5.00%	5.00%	5.00%
Utility Worker II	818	\$20.10	\$21.11	\$22.16	\$23.27	\$24.44	\$25.66	\$0.61	\$0.78	5.00%	5.00%	5.00%	5.00%	5.00%
Rec. Asst IV-Membership & Sales	819	\$20.61	\$21.64	\$22.72	\$23.85	\$25.05	\$26.30	\$0.63	\$0.80	5.00%	5.00%	5.00%	5.00%	5.00%
Recreation Assistant IV	819	\$20.61	\$21.64	\$22.72	\$23.85	\$25.05	\$26.30	\$0.63	\$0.80	5.00%	5.00%	5.00%	5.00%	5.00%
Recreation Assistant IV Fitness	819	\$20.61	\$21.64	\$22.72	\$23.85	\$25.05	\$26.30	\$0.63	\$0.80	5.00%	5.00%	5.00%	5.00%	5.00%
Recreation Specialist	819	\$20.61	\$21.64	\$22.72	\$23.85	\$25.05	\$26.30	\$0.63	\$0.80	5.00%	5.00%	5.00%	5.00%	5.00%
	820	\$21.12	\$22.18	\$23.29	\$24.45	\$25.67	\$26.96			5.00%	5.00%	5.00%	5.00%	5.00%
	821	\$21.65	\$22.73	\$23.87	\$25.06	\$26.32	\$27.63			5.00%	5.00%	5.00%	5.00%	5.00%
	822	\$22.19	\$23.30	\$24.47	\$25.69	\$26.97	\$28.32			5.00%	5.00%	5.00%	5.00%	5.00%
	823	\$22.75	\$23.88	\$25.08	\$26.33	\$27.65	\$29.03			5.00%	5.00%	5.00%	5.00%	5.00%
Office Clerk	824	\$23.31	\$24.48	\$25.70	\$26.99	\$28.34	\$29.76	\$0.70	\$0.91	5.00%	5.00%	5.00%	5.00%	5.00%
	825	\$23.90	\$25.09	\$26.35	\$27.66	\$29.05	\$30.50			5.00%	5.00%	5.00%	5.00%	5.00%
Custodian	826	\$24.49	\$25.72	\$27.01	\$28.36	\$29.77	\$31.26	\$0.74	\$0.95	5.00%	5.00%	5.00%	5.00%	5.00%
	827	\$25.11	\$26.36	\$27.68	\$29.06	\$30.52	\$32.04			5.00%	5.00%	5.00%	5.00%	5.00%
Typist Clerk II	828	\$25.73	\$27.02	\$28.37	\$29.79	\$31.28	\$32.84	\$0.78	\$0.99	5.00%	5.00%	5.00%	5.00%	5.00%
	829	\$26.38	\$27.70	\$29.08	\$30.54	\$32.06	\$33.67			5.00%	5.00%	5.00%	5.00%	5.00%
	830	\$27.04	\$28.39	\$29.81	\$31.30	\$32.86	\$34.51			5.00%	5.00%	5.00%	5.00%	5.00%
	831	\$27.71	\$29.10	\$30.55	\$32.08	\$33.69	\$35.37			5.00%	5.00%	5.00%	5.00%	5.00%
	832	\$28.41	\$29.83	\$31.32	\$32.88	\$34.53	\$36.25			5.00%	5.00%	5.00%	5.00%	5.00%
Senior Clerk	832	\$28.41	\$29.83	\$31.32	\$32.88	\$34.53	\$36.25	\$0.86	\$1.09	5.00%	5.00%	5.00%	5.00%	5.00%
Storekeeper	832	\$28.41	\$29.83	\$31.32	\$32.88	\$34.53	\$36.25	\$0.86	\$1.09	5.00%	5.00%	5.00%	5.00%	5.00%
Assistant Recreation Center Supv.	833	\$29.12	\$30.57	\$32.10	\$33.71	\$35.39	\$37.16	\$0.89	\$1.13	5.00%	5.00%	5.00%	5.00%	5.00%
Assistant Event Coordinator	834	\$29.84	\$31.34	\$32.90	\$34.55	\$36.28	\$38.09	\$0.90	\$1.15	5.00%	5.00%	5.00%	5.00%	5.00%
Bus Driver	835	\$30.59	\$32.12	\$33.73	\$35.41	\$37.18	\$39.04	\$0.93	\$1.18	5.00%	5.00%	5.00%	5.00%	5.00%
Assistant Aquatics Program Supv.	836	\$31.35	\$32.92	\$34.57	\$36.30	\$38.11	\$40.02	\$0.95	\$1.22	5.00%	5.00%	5.00%	5.00%	5.00%
Buyer Assistant	837	\$32.14	\$33.75	\$35.43	\$37.20	\$39.06	\$41.02	\$0.98	\$1.24	5.00%	5.00%	5.00%	5.00%	5.00%
	838	\$32.94	\$34.59	\$36.32	\$38.13	\$40.04	\$42.04			5.00%	5.00%	5.00%	5.00%	5.00%
	839	\$33.77	\$35.45	\$37.23	\$39.09	\$41.04	\$43.09			5.00%	5.00%	5.00%	5.00%	5.00%
	840	\$34.61	\$36.34	\$38.16	\$40.07	\$42.07	\$44.17			5.00%	5.00%	5.00%	5.00%	5.00%
	841	\$35.48	\$37.25	\$39.11	\$41.07	\$43.12	\$45.28			5.00%	5.00%	5.00%	5.00%	5.00%
	842	\$36.36	\$38.18	\$40.09	\$42.09	\$44.20	\$46.41			5.00%	5.00%	5.00%	5.00%	5.00%
Recreation Coordinator	843	\$37.27	\$39.13	\$41.09	\$43.15	\$45.30	\$47.57	\$1.13	\$1.44	5.00%	5.00%	5.00%	5.00%	5.00%



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File #:

Version:

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## Report to Honorable Mayor and City Council

Tuesday, February 18, 2025, 5:00 PM

CONSENT 20.

To: Honorable Mayor and City Council

From: Joshua Boudreaux, Director of Human Resources HR Administration

Subject: CONSIDER A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING THE CLASSIFICATION PLAN, RESOLUTION NO. 77-111 AND RESCINDING RESOLUTION 23-060 AND ANY OTHER PRIOR SIMILAR RESOLUTIONS FOR THE PUBLIC SAFETY SERVICES MANAGER (CITY COUNCIL)

### **I. SUMMARY**

On February 5, 2025, a Meet and Confer was conducted by AME SEIU Local 721 in collaboration with Human Resources (HR) staff to assess the current classification specification for the following position, Public Safety Services Manager. The primary objective of the review was to ensure that this classification accurately reflect the evolving responsibilities, organizational needs, and strategic priorities of the city.

The review identified that the current job classification for this position no longer fully aligns with the expanded scope of duties, increasing complexity of tasks, and changing priorities within the City's operational and strategic framework. As a result, updates to the classifications are recommended to better reflect the roles and responsibilities of the Public Safety Services Manager. The City Council adopted Resolution No. 23-060 on April 4, 2023. As a result, the proposed resolution 25-022 is recommended for adoption, to replace and supersede Resolution No. 23-060.

### **II. RECOMMENDATION**

WAIVE further reading and ADOPT Resolution No. 25-022, "CONSIDER A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING THE CLASSIFICATION PLAN, RESOLUTION NO. 77-111 AND RESCINDING RESOLUTION 23-060 AND ANY OTHER PRIOR SIMILAR RESOLUTIONS FOR THE PUBLIC SAFETY SERVICES MANAGER."

### **III. ALTERNATIVES**

TAKE another action that City Council deems appropriate.

### **IV. BACKGROUND**

In accordance with the City's Municipal Code, classification specifications must be approved by the City Council in order to establish the job title, essential job duties, knowledge, skills and abilities, and qualification guidelines that are required for each position. Therefore, an update to the Public Safety Services Manager job specifications is being presented to the City Council for approval and adoption. The proposed resolution would supersede and replace Resolution 23-060, adopted on April 4, 2023, and would be effective as of said date.

**V. FISCAL IMPACT**

There is no fiscal impact from the proposed resolution as this position was already approved in the adopted Fiscal Year 2024-25 operating budget.

**VI. EXHIBITS**

1. Proposed Revisions to the Public Safety Services Manager Classification Specification
2. Resolution No. 25-022

**Attachments**

[Exhibit No. 1-Proposed Revisions to the Public Safety Services Manager Classification Specification .pdf](#)

[Exhibit No. 2 Resolution No. 25-022.pdf](#)

# EXHIBIT NO. 1

CITY OF CARSON

Class Specification

City Council Reso. No: 23-060

Bargaining Unit: AME

FLSA: Exempt

## PUBLIC SAFETY SERVICES MANAGER

### **Job Summary:**

Under direction of the ~~Assistant City Manager~~ Director of Public Safety & Emergency Management or designee, manages, organizes, and supervises public safety programs and services. The Public Safety Manager collaborates with internal departments, external agencies, and community stakeholders to develop and maintain effective safety measures and programs that promote the well-being of the community. Additionally, this position assigns and reviews the work of staff engaged in the enforcement of municipal and regulatory codes and ordinances (i.e., health and safety, NPDES, etc.). ~~by Interprets code and parking requirements and provides technical advice. Oversees the code enforcement and parking enforcement case process for the City's Code Enforcement, and Parking Enforcement, and Engagement Officer (homeless outreach) divisions.~~

### **Essential Duties and Responsibilities:**

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

1. Manage and supervises Code Enforcement Officers, ~~and~~ Parking Enforcement Officers, and Engagement Officers in the enforcement of the Municipal Code/City Charter and all City Ordinances such as public peace, parking of vehicles, sanitation and health, taxes and licenses, streets, buildings, planning and zoning.
2. Oversee the maintenance of the CCTV camera and access control system at city facilities and parks.
- ~~2. Supervise the City's service request/complaint operation.~~
3. Conduct investigations of unlawful activities on city property by use of CCTV camera footage, access control, etc.
- ~~3.~~
4. Manage the City's radio communications systems.
- ~~5.~~4. Oversees unusual, special and new inspection requirements with City departments and outside agencies (i.e., NPDES, etc.).
- ~~6.~~5. Ensures all inspections are conducted pursuant to right-of-entry procedures and due process of law.
- ~~7.~~6. Compile statistics on activities and write reports.
- ~~8.~~7. Supervises and patrols areas of the City in the enforcement of all parking laws and regulations per City and state laws and regulations.
9. Analyze public safety data and trends to inform decision-making and recommend strategic improvements. Issues parking citations when violations occur.
- ~~8.~~
- ~~10.~~9. Prepare Council agenda items.
- ~~11.~~10. Write performance evaluations and discipline or commend subordinates.

## Public Safety Services Manager

- ~~12.~~11. Maintain close liaison with the Sheriff's Department, Fire Department, and other public agencies and private organizations.
- ~~13.~~12. ~~M~~Monitor the L.A. County Sheriff's contract, the L.A. County Department of Animal Care & Control contract and other contracts as required.
- ~~14.~~13. Participate as a key member and leader on the City's emergency response team.
- ~~15.~~ ~~Manage and supervise the street sweeping parking enforcement contract.~~
- ~~16.~~14. Assist in all matters relating to disaster and emergency preparedness for the ~~City~~city and the community.
- ~~17.~~15. Explain and interpret municipal ordinances and other regulations.
- ~~18.~~16. Prepare complaints and cases for court prosecution.
- ~~19.~~17. Hold office conferences with violators of the municipal and zoning codes.
- ~~20.~~18. Provide training for enforcement and other staff.
- ~~21.~~19. ~~Support the Director in P~~reparing and managing the ~~division's department's~~ budget.
- ~~22.~~20. Performs related duties as required.

**Qualification Guidelines:**

A typical way to obtain the requisite qualifications to perform the duties of this class is as follows:

**Education and Experience:**

Graduation from a recognized college or university with a baccalaureate degree or equivalent in a related field required. Four (4) years of full-time paid experience required in code enforcement, parking enforcement, or related public safety activity. ~~code enforcement with a public sector agency. Four (4) years of full-time paid experience also preferred in parking enforcement with a public sector agency. Two~~Three (32) years of full-time paid supervisory experience is required.

~~Equivalency Clause: Supervisory experience in Code Enforcement may be substituted for required education on a two-years-for-one-year basis.~~

**Licenses and Certificates:**

~~Possession of a valid PC 832 required (Arrest Course Certificate)~~

Desirable experience would include work in a law enforcement agency or public safety agency or other experience in public contact work involving regulatory codes, public relations, investigation, or inspection work; and any P.O.S.T. training or certification.

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

Possession of a valid Certified Code Enforcement Officer Certificate (i.e., successful completion of Basic, Intermediate and Advanced Level modules) issued by the California Association of Code Enforcement Officers (CACEO) is required within one year of employment.



Public Safety Services Manager

Possession of a valid PC 832 (Arrest Course Certificate) is required within one year of employment.

**Knowledge of:**

- Modern principles of investigation and inspection.
- City ordinances.
- Municipal Code/City Charter
- State and Federal laws.
- Record keeping practices.
- Principles of management, supervision, and administration.
- Public relations methods and practices.
- Drone operation and usage as it relates to required codes
- Laws relating to arrest, search and seizure; laws relating to evidence and property.
- Knowledge of site visit report writing and NPDES inspection practices.
- Modern principles of security including knowledge of security hardware systems and principles of dignitary protection.

**Skill and Ability to:**

- Communicate effectively, orally and in writing.
- Understand and apply ordinances, laws and regulations to a variety of situations.
- Establish and maintain effective working relationships and deal tactfully with the public.
- Manage and supervise others in a professional, effective and harmonious manner.
- Work cooperatively as a member of the City's management team.
- Perform law enforcement duties and responsibilities in a calm and professional manner in the face of excited and angry persons.
- Provide NPDES education to non-compliant businesses.
- Legally operate a licensed motor vehicle in the State of California.

**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:

- Perform work which is primarily sedentary.
- Is subject to inside and outside environmental conditions.
- May be required to work weekends and/or holidays.

## **EXHIBIT NO. 2**

### **RESOLUTION NO. 25-022**

#### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING THE CLASSIFICATION PLAN, RESOLUTION NO. 77-111 AND RESCINDING RESOLUTION 23-060 AND ANY OTHER PRIOR SIMILAR RESOLUTIONS FOR THE PUBLIC SAFETY SERVICES MANAGER (CITY COUNCIL)**

**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 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; and

**WHEREAS**, Rule III of the City of Carson Personnel Rules provides that modification to the classification plan, embodied in Resolution No. 23-060, shall be made only after the authorized Human Resources staff members consults with the affected Directors and affected recognized employee organizations; and

**WHEREAS**, The City has reviewed the needs and services of the City Manager's office and determined that, to improve its services to the City of Carson and efficiency of the City Manager's office, the City of Carson desires to adopt the classification specification of **PUBLIC SAFETY SERVICE MANAGER** ensure the service and efficiencies.; and

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

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

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

**SECTION 2.** The updated classification specification for the **PUBLIC SAFETY SERVICE MANAGER** attached hereto as Exhibit "A," reflecting the current job roles and responsibilities, is hereby approved and adopted.

**SECTION 3.** The City Clerk shall certify to the adoption of this resolution and as of February 18, 2025, the same shall be in force and effect.

**PASSED, APPROVED AND ADOPTED this 18<sup>th</sup> day of February 2025.**

APPROVED AS TO FORM:

\_\_\_\_\_  
Lula Davis-Holmes, Mayor

\_\_\_\_\_  
Sunny K. Soltani, City Attorney

ATTEST:

\_\_\_\_\_  
Dr. Khaleah K. Bradshaw, City Clerk

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

I, Khaleah Bradshaw, City Clerk of the City of Carson, do hereby certify that the foregoing Resolution, being Resolution No. 25-022, was passed and approved by the City Council of the City of Carson at its meeting held on February 18, 2025, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

By: \_\_\_\_\_  
Dr. Khaleah K. Bradshaw, City Clerk

**EXHIBIT “A”**

**CLASS SPECIFICATION – PUBLIC SAFETY SERVICE MANAGER**

## **PUBLIC SAFETY SERVICES MANAGER**

### **Job Summary:**

Under direction of the Director of Public Safety & Emergency Management or designee, manages, organizes, and supervises public safety programs and services. The Public Safety Manager collaborates with internal departments, external agencies, and community stakeholders to develop and maintain effective safety measures and programs that promote the well-being of the community. Additionally, this position assigns and reviews the work of staff engaged in the enforcement of municipal and regulatory codes and ordinances by overseeing the City's Code Enforcement, Parking Enforcement, and Engagement Officer (homeless outreach) divisions.

### **Essential Duties and Responsibilities:**

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

1. Manage and supervises Code Enforcement Officers, Parking Enforcement Officers, and Engagement Officers in the enforcement of the Municipal Code/City Charter and all City Ordinances such as public peace, parking of vehicles, sanitation and health, taxes and licenses, streets, buildings, planning and zoning.
2. Oversee the maintenance of the CCTV camera and access control system at city facilities and parks.
3. Conduct investigations of unlawful activities on city property by use of CCTV camera footage, access control, etc.
4. Oversees unusual, special and new inspection requirements with City departments and outside agencies (i.e., NPDES, etc.).
5. Ensures all inspections are conducted pursuant to right-of-entry procedures and due process of law.
6. Compile statistics on activities and write reports.
7. Supervises and patrols areas of the City in the enforcement of all parking laws and regulations per City and state laws and regulations.
8. Analyze public safety data and trends to inform decision-making and recommend strategic improvements.
9. Prepare Council agenda items.
10. Write performance evaluations and discipline or commend subordinates.
11. Maintain close liaison with the Sheriff's Department, Fire Department, and other public agencies and private organizations.
12. Monitor the L.A. County Sheriff's contract, the L.A. County Department of Animal Care & Control contract and other contracts as required.
13. Participate as a key member and leader on the City's emergency response team.
14. Assist in all matters relating to disaster and emergency preparedness for the city and the community.
15. Explain and interpret municipal ordinances and other regulations.
16. Prepare complaints and cases for court prosecution.

17. Hold office conferences with violators of the municipal and zoning codes.
18. Provide training for enforcement and other staff.
19. Support the Director in preparing and managing the department's budget.
20. Performs related duties as required.

**Qualification Guidelines:**

A typical way to obtain the requisite qualifications to perform the duties of this class is as follows:

**Education and Experience:**

Graduation from a recognized college or university with a baccalaureate degree or equivalent in a related field required. Four (4) years of full-time paid experience required in code enforcement, parking enforcement, or related public safety activity. Three (3) years of full-time paid supervisory experience is required.

**Licenses and Certificates:**

Desirable experience would include work in a law enforcement agency or public safety agency or other experience in public contact work involving regulatory codes, public relations, investigation, or inspection work; and any P.O.S.T. training or certification.

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

Possession of a valid Certified Code Enforcement Officer Certificate (i.e., successful completion of Basic, Intermediate and Advanced Level modules) issued by the California Association of Code Enforcement Officers (CACEO) is required within one year of employment.

Possession of a valid PC 832 (Arrest Course Certificate) is required within one year of employment.

**Knowledge of:**

- Modern principles of investigation and inspection.
- City ordinances.
- Municipal Code/City Charter
- State and Federal laws.
- Record keeping practices.
- Principles of management, supervision, and administration.
- Public relations methods and practices.
- Drone operation and usage as it relates to required codes
- Laws relating to arrest, search and seizure; laws relating to evidence and property.
- Knowledge of site visit report writing and NPDES inspection practices.
- Modern principles of security including knowledge of security hardware systems and principles of dignitary protection.

**Skill and Ability to:**

- Communicate effectively, orally and in writing.
- Understand and apply ordinances, laws and regulations to a variety of situations.
- Establish and maintain effective working relationships and deal tactfully with the public.
- Manage and supervise others in a professional, effective and harmonious manner.
- Work cooperatively as a member of the City's management team.
- Perform law enforcement duties and responsibilities in a calm and professional manner in the face of excited and angry persons.
- Provide NPDES education to non-compliant businesses.
- Legally operate a licensed motor vehicle in the State of California.

**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:

- Perform work which is primarily sedentary.
- Is subject to inside and outside environmental conditions.
- May be required to work weekends and/or holidays.



File #:

Version:

## Report to Honorable Mayor and City Council

Tuesday, February 18, 2025, 5:00 PM

CONSENT 21.

To: Honorable Mayor and City Council

From: Michael Whittiker, Community Services Director CS Community Services

Subject: CONSIDER ADOPTION OF RESOLUTION NO. 25-013, A RESOLUTION AUTHORIZING THE DISPOSITION BY AUCTION OF CERTAIN SURPLUS CITY VEHICLES AND EQUIPMENT (CITY COUNCIL)

### I. SUMMARY

The City utilizes auctioneer services to dispose surplus vehicles or equipment on an as-needed basis. Currently, there are several City vehicles and equipment in need of auctioning due to either age, obsolescence, repairs costs, or being deemed non-operational. The City Council is asked to approve the disposition of surplus City vehicles and equipment listed on the auctioneer's consignment forms (Exhibit No. 1; Consignment forms).

### II. RECOMMENDATION

WAIVE further reading and ADOPT Resolution No. 25-013, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AUTHORIZING THE DISPOSITION BY AUCTION OF CERTAIN SURPLUS CITY VEHICLES AND EQUIPMENT" (Exhibit No. 2).

### III. ALTERNATIVES

TAKE another action the City Council deems appropriate.

### IV. BACKGROUND

The City utilizes auctioneer services to dispose surplus vehicles and equipment on an as-needed basis. Examples of surplus may include vehicles and equipment belonging to landscaping, construction, or similar. The City Council is authorized to approve the disposition of surplus City vehicles and equipment under Article II of the Carson Municipal Code, pursuant to Section 2614(d):

"(d) Auction. If the Purchasing Manager elects to dispose of surplus property by auction, the following procedures shall be used:

1. If the auction of such surplus property includes capitalized equipment, then the Purchasing Manager shall seek the approval of the City Council prior to initiating disposition by auction.
2. Surplus property shall be sold to the highest bidder at a public auction conducted by a licensed auctioneer or through participation in a cooperative auction of government agencies.
3. The Purchasing Manager shall cause to be published at least three (3) days before the sale, in a locally adjudicated newspaper, a notice setting forth a general description of the surplus property to be sold, and the date, time and location of the auction . . . .



4. The surplus property shall be sold to the highest bidder, provided the bid exceeds the minimum bid price, if any.
5. All surplus property shall be sold "as-is" without warranty, express or implied.
6. The Purchasing Manager may contract with a professional auctioneer . . . for such auctioneering services."

The City has contracted with J.J. Kane Associates, Inc. dba Ken Porter Auctions, a licensed auctioneer, to perform these services. The contract requires the surplus property to be sold to the highest bidder, provided the bid exceeds the minimum bid price, if any, and requires Ken Porter Auctions to prepare purchaser release of liability forms prior to the sales of the surplus property. The proposed resolution and the existing contract provide for compliance with the requirements of CMC 2614(d). As required by CMC 2614(d) and the proposed resolution, the Purchasing Manager will cause to be published a notice of the date, time and location of the auction, with a general description of the surplus personal property to be sold, in a local newspaper at least three (3) days before the sale.

The Public Works Department currently has several vehicles and equipment in need of auctioning due to either age, obsolescence, repair costs, or being deemed non-operational. Additionally, Transportation Services previously utilized a Blue Bird transit bus as a back-up unit for the Carson Circuit fixed-route service that is now non-operational, and staff intends to prepare it for auction provided Council approves the recommended action. These items, among others, are listed in the consignment forms and the proposed resolution. A new battery electric bus will eventually replace the Blue Bird transit bus' spot in the City's fleet.

The City Council is asked to approve the disposition of surplus City vehicles and equipment listed in the proposed resolution (which are the same as those listed on the auctioneer's consignment forms). Consistent with prior auctions, the auctioneer, Ken Porter Auctions, will deduct service fees from the proceeds of each sale. The net proceeds from each sale will be deposited into the funding account(s) that was originally utilized to purchase the vehicle or equipment.

#### **V. FISCAL IMPACT**

Net proceeds from sales are expected to cover all auctioneer-related fees. Should they fall short, fees associated with Transportation Services will be charged to account no. 218-90- 940-101-6004. Fees associated with Public Works Department will be charged to Account no. 101-80-840-275-6004.

#### **VI. EXHIBITS**

1. Consignment forms
2. Resolution No. 25-013

#### **Attachments**

[Exhibit No. 1 -Consignment forms.pdf](#)

[Exhibit No. 2 - Resolution 25-013\(1050743.2\).pdf](#)

**ALL TRAILERS MUST HAVE A VISIBLE VIN FOR PICKUP/DELIVERY**



**CONSIGNMENT FORM**

**DATE:** \_\_\_\_\_

Business / Consigner's Name	Pickup Location	Contact Name / Phone Number / E-mail	Transportation Requested (Y/N)
City of Carson	18601 Main St., Gardena, CA 90248		Y

**If you are self-delivering vehicles/equipment, please call to schedule delivery.**

**Auction Site: 4510 Muth Way Jurupa Valley CA 92509 | (310) 353-7140**

**Contacts:**

**Account Manager: Gene Govoreau | (310) 913 - 9501 | gene@jjkane.com**

**Transportation Manager: Lance Alford | (818) 738 - 4402 | lance.alford@jjkane.com**

Unit#	Year / Make / Model	VIN	Condition Notes	Smogged (Within Last 90 Days) (Y/N)	Branded Title (Y/N)	Title / Remarks (Y/N)
911	2001 Ford F-450	1FDXF46F51ED79819		N	N	y
744	1997 Ford F700	1FDNF708XVVA25447		N	N	y
620	Pressure washer trailer	1W9UC1929MH155006		N	N	y
539	Husky T76-12 trailer	1M9K17101EA069192		N	N	y
808	2017 Blue Bird All American	1BABNBAA3HF328304	Non-operational	N	N	Y
1507	2016 Freightliner Glaval	4UZADRDU6GCHN4344	Non-operational	N	N	Y
1161	2007 Ford E150	1FTNE14W47DA61074		Y	N	Y
1369	2013 Ford E150	1FTNE1EW3DDB26670	Non-operational	N	N	Y

**\* Titles MUST be free and clear; lienholders must have the lien satisfied or release signed on the title.**

**\*We will prepare a release of liability and a bill of sale. Upon receipt, please sign off and return with ownership certificates (signed off) and registration, and where necessary, all government license plates will be removed.**

**\*If the title has been lost, please mark it in the remarks column, and we will prepare a duplicate title/transfer sheet.**

**\*Advertising, cleaning services, lotting, and insured costs will be provided. All Bonds are on file with California Secretary of State.**

**MISCELLANEOUS SURPLUS ONLY**

AUCTION SITE: 4510 Muth Way Jurupa Valley, CA 92509

DATE: \_\_\_\_\_

(310) 353-7140

Business / Consigner's Name	Pickup Location	Contact Name / Phone Number / E-mail
City of Carson	18601 Main St., Gardena, CA 90248	

Account Representative: Carlos Enriquez | (760) 518-4191 | carlos.enriquez@jjkane.com

Account Manager: Gene Govoreau | (310) 913 - 9501 | gene@jjkane.com

Transportation Manager: Lance Alford |(818) 738 - 4402 |lance.alford@jjkane.com

QTY.	ASSET#	DESCRIPTION BRAND / MODEL	REMARKS
	503	1986 Caterpillar 916 Wheelloader	Serial no. 2XB01019
	647	1992 Honda EM5000	Serial no. EA7-1100321
	768	Kanzler XM2 Sandbagger	Serial no. XM1116
	819	Dynapac CC122 Roller	Serial no. 60114575
	821	miscellaneous (mounted on a trailer)	No I.D.
	839	Toro 3020 Sand Pro	No I.D.
	886	Generac 01443-0	Serial no. 6728236
	906	Honda generator	No I.D.
	1128	RU2 Systems Radar trailer	No I.D.
	1238	Champion C46535	Serial no. 5DEC213937-35G
	1415	2012 Kubota ZD323-60	Serial no. 32303
	1416	2012 Kubota ZD323-60	Serial no. 32619

**RESOLUTION NO. 25-013**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA,  
AUTHORIZING THE DISPOSITION BY AUCTION OF CERTAIN SURPLUS CITY  
VEHICLES AND EQUIPMENT**

**WHEREAS**, per subsection (d) of Carson Municipal Code (CMC), Section 2614, “DISPOSITION OF SURPLUS PROPERTY”:

“(d) Auction. If the Purchasing Manager elects to dispose of surplus property by auction, the following procedures shall be used:

- (1) If the auction of such surplus property includes capitalized equipment, then the Purchasing Manager shall seek the approval of the City Council prior to initiating disposition by auction.
- (2) Surplus property shall be sold to the highest bidder at a public auction conducted by a licensed auctioneer or through participation in a cooperative auction of government agencies.
- (3) The Purchasing Manager shall cause to be published at least three (3) days before the sale, in a locally adjudicated newspaper, a notice setting forth a general description of the surplus personal property to be sold, and the date, time and location of the auction. If the auction is part of a cooperative auction, the notice given by or on behalf of the agency coordinating the auction will satisfy the requirements of this subsection and no additional notice is required.
- (4) The surplus property shall be sold to the highest bidder, provided the bid exceeds the minimum bid price, if any.
- (5) All surplus property shall be sold “as-is” without warranty express or implied.
- (6) The Purchasing Manager may contract with a professional auctioneer and allow a flat fee, hourly fee or percentage of the amount of the sale to be paid based upon that which is common and customary method and rate for such auctioneering services.”

**WHEREAS**, the City currently has a contract in place with a professional auctioneer for auctioneering services as referenced in CMC Section 2614(d)(6); and

**WHEREAS**, the City has numerous surplus City vehicles and equipment that are in need of disposition, and the City Council now sees fit and intends to authorize disposition of such items by auction in accordance with CMC Section 2614.

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

**Section 1.** The City Council hereby approves of disposition by auction of the surplus City vehicles and equipment identified in Exhibit "A" hereto, pursuant to Carson Municipal Code Section 2614(d). The Purchasing Manager is authorized to initiate disposition by public auction conducted by a licensed auctioneer to facilitate the sales of such surplus City vehicles and equipment "as-is," without warranty express or implied, to the highest bidder, provided the bid exceeds the minimum bid price, if any. The Purchasing Manager shall cause to be published at least three (3) days before the sale, in a locally adjudicated newspaper, a notice setting forth a general description of the surplus personal property to be sold, and the date, time and location of the auction.

**Section 2.** Proceeds from the auction sales in excess of associated auctioneer fees shall be deposited into the respective funding account(s) from which the surplus City vehicle or equipment was originally purchased.

**Section 3.** The City Clerk shall certify to the adoption of this resolution and shall keep a copy of this resolution, and effective as of February 18, 2025, the same shall be in force and effect.

PASSED, APPROVED, AND ADOPTED this 18<sup>th</sup> day of February 2025.

APPROVED

\_\_\_\_\_  
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. 25-013 adopted by the City of Carson City Council at its meeting held on February 18, 2025, by the following vote:

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

---

Dr. Khaleah K. Bradshaw, City Clerk

**EXHIBIT "A"**

Year / Make / Model	VIN
2001 Ford F-450	1FDXF46F51ED79819
1997 Ford F700	1FDNF708XVVA25447
Pressure washer trailer	1W9UC1929MH155006
Husky T76-12 trailer	1M9K17101EA069192
2017 Blue Bird All American	1BABNBAA3HF328304
2016 Freightliner Glaval	4UZADRDU6GCHN4344
2007 Ford E150	1FTNE14W47DA61074
2013 Ford E150	1FTNE1EW3DDB26670

DESCRIPTION BRAND / MODEL	REMARKS
1986 Caterpillar 916 Wheelloader	Serial no. 2XB01019
1992 Honda EM5000	Serial no. EA7-1100321
Kanzler XM2 Sandbagger	Serial no. XM1116
Dynapac CC122 Roller	Serial no. 60114575
miscellaneous (mounted on a trailer)	No I.D.
Toro 3020 Sand Pro	No I.D.
Generac 01443-0	Serial no. 6728236
Honda generator	No I.D.
RU2 Systems Radar trailer	No I.D.
Champion C46535	Serial no. 5DEC213937-35G
2012 Kubota ZD323-60	Serial no. 32303
2012 Kubota ZD323-60	Serial no. 32619



File #:

Version:

## Report to Honorable Mayor and City Council

Tuesday, February 18, 2025, 5:00 PM

CONSENT 22.

To: Honorable Mayor and City Council

From: Dr. Arlington Rodgers, Director of Public Works PW Operations

Subject: CONSIDER ADOPTION OF RESOLUTION 25-017, A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING FISCAL YEAR 2024-2025 BUDGET IN THE GENERAL FUND AND SPECIAL REVENUE FUNDS AND CONSIDER AWARDDING A MAINTENANCE CONTRACT TO ALL AMERICAN ASPHALT FOR THE DEPARTMENT OF PUBLIC WORKS ANNUAL PAVING MAINTENANCE FOR ALL FOUR DISTRICTS WITHIN THE CITY OF CARSON (CITY COUNCIL)

### I. SUMMARY

On July 18, 2024, the Department of Public Works solicited for bids to achieve efficiencies within its City-Wide Pavement Maintenance Program for Districts 1, 2, 3 & 4. The scope of work involves uniform cold mill and an overlay of up to 2" Asphaltic Rubberized Hot Mix (ARHM). Solicitation for bids closed on August 12, 2024. All American Asphalt was determined to be the lowest, responsive, and responsible bidder for all four districts. Staff recommends awarding All American Asphalt a contract for total a total not to exceed amount of \$30,000,000.00 with the option to extend for two additional one-year terms at the City's discretion, with compensation for a single district not exceeding \$2,500,000.00.

### II. RECOMMENDATION

TAKE the following action:

1. AWARD the Maintenance Agreement to the lowest responsive and responsible bidder, All American Asphalt, for the City-Wide Pavement Maintenance Program for all four Districts, for a three-year term with the option to extend for two additional one-year terms at a not-to-exceed amount of \$30,000,000.
2. ADOPT Resolution 25-017 "A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2024-25 BUDGET IN THE GENERAL FUND AND SPECIAL REVENUE FUNDS".
3. AUTHORIZE the Mayor to execute the Maintenance Agreement following approval as to form by the City Attorney.

### III. ALTERNATIVES

1. DO NOT APPROVE the award of a contract to All American Asphalt.
2. TAKE another action the City Council deems appropriate consistent with the requirements of the Law.

### IV. BACKGROUND



The Public Works – Operations & Maintenance Division is responsible for all maintenance, repair, and replacement of all pavement structures in the public right-of-way (ROW) throughout the city which includes city parks, medians, and public facilities where pavement exists and/or future developments. To maintain the City's roadways, ongoing routine maintenance is required to keep our streets in good condition. The City-Wide Pavement Maintenance Program – Mill & Overlay is a preventative maintenance measure implemented in concert with routine maintenance to assist in keeping city streets in a well-maintained state to extend the life of the City of Carson roadways.

On November 7, 2023, the City Council awarded a "first-of-its-kind" program, consisting of four maintenance contracts to R.J. Noble Company (Districts 1, 3, and 4) and All American Asphalt (District 2) to provide pavement maintenance in all City districts simultaneously. During the course of the initial paving work that began in March 2024, approximately 10 streets were simultaneously paved in each district, resulting in an approximate total of 40 streets per phase. As the maintenance program progressed, staff determined it would be advantageous to re-bid the contracts as a result of staff recognizing potential efficiencies during the initial phases of the paving work. Staff improved the scope of work by further defining tonnage and square footage quantities. This resulted in a potential cost savings of approximately \$10,000,000 due to asphalt bulk volume pricing. The potential cost savings will allow for more streets to be repaired citywide.

The City of Carson released Invitation for Bids (IFB No. 24-17) which advertised on PlanetBids from July 18, 2024 to August 12, 2024. A total of three proposals were received for all the districts and were opened by the Purchasing Division Manager at the City Clerk's office on August 12, 2024 (Exhibit No. 1). The bid results from PlanetBids are as follows:

<b>Contractor</b>	<b>District 1</b>	<b>District 2</b>	<b>District 3</b>	<b>District 4</b>
All American Asphalt	\$2,727,640.00	\$2,727,640.00	\$2,727,640.00	\$2,727,640.00
R.J. Noble Company	\$3,586,350.00	\$3,586,350.00	\$3,586,350.00	\$3,586,350.00
Sully-Miller Contracting Company	\$3,919,350.00	\$3,919,350.00	\$3,919,350.00	\$3,919,350.00

All American Asphalt was determined to be the lowest, responsive, and responsible bidder for District 1, District 2, District 3 and District 4. All American Asphalt has been serving Southern California for over 54 years and has extensive experience in material production of Asphalt Concrete (AC) and the construction of AC and Portland Cement Concrete (PCC) structures. They are equipped with the latest technology in the field of AC pavement. All American Asphalt has become a welcome participant in the City-Wide Pavement Maintenance Program and displays excellent customer service to the residents and visitors of Carson and the City team.

Staff recommends Council approve the Maintenance Agreement with All American Asphalt for a not-to-exceed amount of \$30,000,000.00 for District 1, District 2, District 3 and District 4 for a 3-year agreement plus two additional one (1) year optional terms (Exhibit No. 2).

## **V. FISCAL IMPACT**

The proposed Maintenance Agreement cost is not to exceed \$30,000,000.00 over the three-year contract term subject to compensation for a single district not exceeding \$7,500,000.00 for the term and \$2,500,000.00 per year. For each applicable renewal term, the not to exceed amount will be \$2,500,000.00 for each of Districts 1, 2, 3 and 4.

The Contract Sum of \$30,000,000.00 will be allocated as follows:

- \$10,000,000.00 for work performed through June 30, 2025;
- \$10,000,000.00 for work performed from July 1, 2025 through June 30, 2026; and

- \$10,000,000.00 for work performed from July 1, 2026 through June 30, 2027.

The funds for contract years two and three will be allocated during the budget process for each respective fiscal year. It is expected that after June 30, 2027, there will be no funding allocated to the agreement and no work will be needed unless the agreement term is extended.

The additional funds for this project were not included in the FY 2024/25 budget; therefore, if the maintenance contract is awarded, the budget will need to be increased by \$5,000,000 per Resolution No. 25-017. Resolution No. 25-017 is being considered by the City Council in a separate item on this agenda as part of the City's mid-year financial review process. If approved, funds should be appropriated from the unreserved, undesignated general fund balance to account no. 101-99-999-904-8009. The remaining \$5,000,000 was included in the approved FY 24/25 budget.

## **VI. EXHIBITS**

1. Bid Register
2. Draft All American Asphalt Maintenance Agreement (All Districts)

Prepared by: Kirby Jones, Public Works Superintendent - Operations and Maintenance

### **Attachments**

[EXHIBIT No. 1 BID REGISTER.pdf](#)

[EXHIBIT No. 2 Contract All American Asphalt Pavement All Districts\(1048809.1\).pdf](#)

# CITY OF CARSON BID REGISTER

NAME OF PROJECT: INVITATION FOR BID (IFB) 24-17 - ANNUAL CITYWIDE PAVEMENT MAINTENANCE  
(BY DISTRICT)

BID OPENING DATE: 08-12-24

TIME: 10:00 A.M.

#	COMPANY	COMPANY CONTACT (If Applicable)	PLANET BID DATE/TIME RECEIVED	HARD COPY DATE/TIME RECEIVED	TOTAL	
1.	All American Asphalt	Garrett Kline	8/12/24 9:30am		\$10,910,500-	
2.	RJP Noble Company	Steve Mendoza	8/12/24 9:50am		\$14,345,400-	
3.	Sully-Miller Contracting Company	Anthony Lino	8/12/24 9:59am		\$15,107,400-	
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						

Opened By: Khalid Bradshaw  
Print Legibly Initials

City Clerk: K. Bradshaw  
Signature

Staff Present: Tracy Jones  
Print Legibly Initials

PlanetBids Opened By: Shelly McGhee  
Print Legibly Initials

**CONTRACT SERVICES AGREEMENT**

**By and Between**

**CITY OF CARSON**

**and**

**ALL AMERICAN ASPHALT, INC.**

**(DISTRICTS 1-4)**

**AGREEMENT FOR CONTRACT SERVICES  
BETWEEN THE CITY OF CARSON AND  
ALL AMERICAN ASPHALT, INC.**

**(DISTRICTS 1-4)**

THIS AGREEMENT FOR CONTRACT SERVICES (herein “Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025 by and between the CITY OF CARSON, a California municipal corporation (“City”) and ALL AMERICAN ASPHALT, INC., a California corporation (“Consultant”). City and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

**RECITALS**

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

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

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

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

**OPERATIVE PROVISIONS**

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

**ARTICLE 1. SERVICES OF CONSULTANT**

1.1 **Scope of Services.**

Consultant shall perform all of the services and comply with all of the specifications and requirements in the Bid Documents for the projects entitled and described in **IFB 24-17: Annual Citywide Pavement Maintenance for Districts 1-4** (each, a “Project”). All such work shall include but not be limited to, placement of uniform Coldmill and Overlay of 2” Asphaltic Rubberized Hot Mix (ARHM) or Asphaltic Concrete, removal and replacement of Traffic Loop Detectors, adjustment of utility covers to grade, painting of pavement markings and legends, and traffic control, and shall be performed in a good and workmanlike manner, as reasonably determined by the City, and shall be performed in compliance with all local, state, and federal laws and regulations. As used herein, “Bid Documents” refers to all of the documents included in the solicitation of bids for each Project, including but not limited to, the Invitation for Bids,

Instructions to Bidders, Bid or Bid Proposal, Contract Documents, Special Provisions, Technical Provisions, Construction Plans, Standard Plans, Drawings, Reference Specifications, all applicable permit requirements, any addenda, any applicable Project Labor Agreement, and any other documents included, referenced, or incorporated therein. The Bid Documents are incorporated into this Agreement and made part hereof. In the event of any conflict between the terms of the Bid Documents and this Agreement, the terms of this Agreement shall govern.

#### 1.2 Consultant's Proposal.

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

#### 1.3 Compliance with Law.

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

#### 1.4 Licenses, Permits, Fees and Assessments.

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

#### 1.5 Familiarity with Work.

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

#### 1.6 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies

and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

#### 1.7 Further Responsibilities of Parties.

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

#### 1.8 Additional Services.

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

#### 1.9 Special Requirements.

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

#### 1.10 Compliance with Labor and Wage Laws.

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

(a) Public Work. The Parties acknowledge that the work to be performed under this Agreement is a "public work" as defined in Labor Code Section 1720 and that this Agreement is therefore subject to the requirements of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works contracts and the rules and regulations

established by the Department of Industrial Relations (“**DIR**”) implementing such statutes. The work performed under this Agreement is subject to compliance monitoring and enforcement by the DIR. Consultant shall post job site notices, as prescribed by regulation.

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

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

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

(e) Payroll Records. Consultant shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Consultant and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the City of the location of the records.

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

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



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

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

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

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

## **ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.**

### **2.1 Contract Sum.**

Subject to any additions or deductions that may be made by change order or amendment, and any penalties or damages that may be assessed against Consultant, Consultant shall receive total compensation, including reimbursement of Consultant's expenses, of an amount not to exceed **Thirty Million Dollars and Zero Cents (\$30,000,000.00)** (“Contract Sum”) for completion of the Projects during the Term, subject to compensation for a single district not exceeding **Seven Million Five Hundred Thousand Dollars and Zero Cents (\$7,500,000.00)** for the Term and **Two Million Five Hundred Thousand Dollars and Zero Cents (\$2,500,000.00)** per year. Payment of the Contract Sum shall be made in accordance with Exhibit “A” including the per unit cost of Consultant's Bids submitted and detailed in Exhibit “A” attached hereto and incorporated herein by this reference, for each of City's District 1, District 2, District 3 and District 4, 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 a not to exceed amount of **Two Million Five Hundred Thousand Dollars and Zero Cents (\$2,500,000.00)** per district for each Extension Term, with per unit pricing to be consistent with pricing detailed in Exhibit "A."

## 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 using a form substantially similar to that in Exhibit "D," attached hereto and incorporated herein by this reference. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

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

Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

## 2.5 Waiver.

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

# ARTICLE 3. PERFORMANCE SCHEDULE

## 3.1 Time of Essence.

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

## 3.2 Schedule of Performance.

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

## 3.3 Force Majeure.

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

## 3.4 Term.

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

## ARTICLE 4. COORDINATION OF WORK

#### 4.1 Representatives and Personnel of Consultant.

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

Edward J. Carlson	Vice President
(Name)	(Title)
(Name)	(Title)
(Name)	(Title)

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

#### 4.2 Status of Consultant.

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

### 4.3 Contract Officer.

The Contract Officer shall be Kirby Jones, Public Works Superintendent - Operations & Maintenance, or as otherwise designated by the City Manager. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have

authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

#### 4.4 Independent Consultant.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

#### 4.5 Prohibition Against Subcontracting or Assignment.

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

### **ARTICLE 5. INSURANCE AND INDEMNIFICATION**

#### 5.1 Insurance Coverages.

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

(a) General Liability Insurance (Coverage Form ISO CGL CG 00 01 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than \$2,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

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

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

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

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

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

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

## 5.2 General Insurance Requirements.

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

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

No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

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

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.

[to be initialed]

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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) retention in the amount of 5%, (ii) 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 (iii) 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. All retention held by City pursuant to Section 7.3(i) will be held on a work order basis, and will be released by City within sixty (60) days following completion of all work set out in each such work order, provided that City's Contract Officer has deemed all such work to be acceptable.

#### 7.4 Waiver.

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

#### 7.5 Rights and Remedies are Cumulative.

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

#### 7.6 Legal Action.

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

#### 7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Agreement except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Agreement at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the

Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Consultant.

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

7.9 Attorneys' Fees.

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

**ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION**

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

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

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

### 8.3 Covenant Against Discrimination.

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

### 8.4 Unauthorized Aliens.

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

## **ARTICLE 9. MISCELLANEOUS PROVISIONS**

### 9.1 Notices.

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

### 9.2 Interpretation.

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

### 9.3 Counterparts.

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

### 9.4 Integration; Amendment.

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

### 9.5 Severability.

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

### 9.6 Warranty & Representation of Non-Collusion.

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

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

Consultant's Authorized Initials \_\_\_\_\_

9.7 Corporate Authority.

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

**[SIGNATURES ON FOLLOWING PAGE]**



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

CITY:

CITY OF CARSON, a municipal corporation

\_\_\_\_\_  
Lula Davis-Holmes, Mayor

ATTEST:

\_\_\_\_\_  
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:  
ALESHIRE & WYNDER, LLP

\_\_\_\_\_  
Sunny K. Soltani, City Attorney  
[rjl]

CONSULTANT:

ALL AMERICAN ASPHALT, INC., a California corporation

By:\_\_\_\_\_  
Name:  
Title:

By:\_\_\_\_\_  
Name:  
Title:  
Address: 400 E. 6<sup>TH</sup> Street  
Corona, CA 92879

**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 \_\_\_\_\_, 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		DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/>	INDIVIDUAL	
<input type="checkbox"/>	CORPORATE OFFICER	
<input type="checkbox"/>	<div>TITLE(S) PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL</div>	<div>TITLE OR TYPE OF DOCUMENT</div>
<input type="checkbox"/>	ATTORNEY-IN-FACT	
<input type="checkbox"/>	TRUSTEE(S)	
<input type="checkbox"/>	GUARDIAN/CONSERVATOR	<div>NUMBER OF PAGES</div>
<input type="checkbox"/>	OTHER _____	
<b>SIGNER IS REPRESENTING:</b> (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____		<div>DATE OF DOCUMENT</div>
		<div>SIGNER(S) OTHER THAN NAMED ABOVE</div>

## 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

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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.

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<input type="checkbox"/>	<div>TITLE(S) PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL</div>	<div>TITLE OR TYPE OF DOCUMENT</div>
<input type="checkbox"/>	ATTORNEY-IN-FACT	
<input type="checkbox"/>	TRUSTEE(S)	
<input type="checkbox"/>	GUARDIAN/CONSERVATOR	<div>NUMBER OF PAGES</div>
<input type="checkbox"/>	OTHER _____	
<b>SIGNER IS REPRESENTING:</b> (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____		<div>DATE OF DOCUMENT</div>
		<div>SIGNER(S) OTHER THAN NAMED ABOVE</div>

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

- I. Consultant shall perform the Services and complete the Projects in accordance with the following:

**BID**  
**BID SCHEDULE – (IFB-24-17)**  
**ANNUAL CITYWIDE PAVEMENT MAINTENANCE**  
**DISTRICT 1**

*The Bidder understands that the quantities are estimates only and are given solely for the purpose of facilitating the comparison of Bids. The Contractor's compensation will be computed on the basis of the actual quantities of the completed Work.*

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ITEM COST
1	Bonding, Insurance, and Mobilization / CARSON GENERAL CONDITIONS	1	LS	150,000.00	150,000.00
2	Traffic Control	1	LS	215,000.00	215,000.00
3	Traffic stripes, pavement markings & TOMS	1	LS	11,000.00	11,000.00
4	Re-setting Centerline Ties and Permanent Survey Markers	10	EA	2,465.00	24,650.00
5	Uniform Cold milling 2" thickness	900,000	SF	0.55	495,000.00
6	Remove 4" AC Base after Cold Mill (Dig-Out) and Construct Base Course	5000	SF	16.00	80,000.00
7	Asphalt Rubber Hot Mix (ARHM) 2" Finish Course	9700	TON	150.00	1,455,000.00
8	Remove and Replace Traffic Loop Detectors	8	EA	930.00	7,440.00
9	Adjust Manholes & Vaults to grade within roadway	40	EA	1,765.00	70,600.00
10	Adjust Utility Covers and Utility Boxes to grade within roadway (gas, water, oil, monitoring well, and similar)	40	EA	1,570.00	62,800.00
11	Removal and Disposal of Pavement Subsurface Geotextile Fabric (Unforeseen Condition) (as required)	5,000	SF	0.23	1,150.00
12	Unsuitable Material (as required)	50	CY	100.00	5,000.00
13	ALLOWANCE	1	LS	\$150,000	\$150,000
<b>TOTAL BASE BID AMOUNT*</b>		<b>Figures</b>	<b>2,727,640.00</b>		
<b>(ANNUAL CITYWIDE PAVING MAINTENANCE)</b>		<b>Words</b>	two million seven hundred twenty seven thousand six hundred forty dollars and zero cents		

**BID**  
**BID SCHEDULE – (IFB-24-17)**  
**ANNUAL CITYWIDE PAVEMENT MAINTENANCE**  
**DISTRICT 2**

*The Bidder understands that the quantities are estimates only and are given solely for the purpose of facilitating the comparison of Bids. The Contractor's compensation will be computed on the basis of the actual quantities of the completed Work.*

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ITEM COST
1	Bonding, Insurance, and Mobilization / CARSON GENERAL CONDITIONS	1	LS	150,000.00	150,000.00
2	Traffic Control	1	LS	215,000.00	215,000.00
3	Traffic stripes, pavement markings & TOMS	1	LS	11,000.00	11,000.00
4	Re-setting Centerline Ties and Permanent Survey Markers	10	EA	2,465.00	24,650.00
5	Uniform Cold milling 2" thickness	900,000	SF	0.55	495,000.00
6	Remove 4" AC Base after Cold Mill (Dig-Out) and Construct Base Course	5000	SF	16.00	80,000.00
7	Asphalt Rubber Hot Mix (ARHM) 2" Finish Course	9700	TON	150.00	1,455,000.00
8	Remove and Replace Traffic Loop Detectors	8	EA	930.00	7,440.00
9	Adjust Manholes & Vaults to grade within roadway	40	EA	1,765.00	70,600.00
10	Adjust Utility Covers and Utility Boxes to grade within roadway (gas, water, oil, monitoring well, and similar)	40	EA	1,570.00	62,800.00
11	Removal and Disposal of Pavement Subsurface Geotextile Fabric (Unforeseen Condition) (as required)	5,000	SF	0.23	1,150.00
12	Unsuitable Material (as required)	50	CY	100.00	5,000.00
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<b>TOTAL BASE BID AMOUNT*</b>		<b>Figures</b>	2,727,640.00		
<b>(ANNUAL CITYWIDE PAVING MAINTENANCE)</b>		<b>Words</b>	two million seven hundred twenty seven thousand six hundred forty dollars and zero cents		

**BID**  
**BID SCHEDULE – (IFB-24-17)**  
**ANNUAL CITYWIDE PAVEMENT MAINTENANCE**  
**DISTRICT 3**

*The Bidder understands that the quantities are estimates only and are given solely for the purpose of facilitating the comparison of Bids. The Contractor's compensation will be computed on the basis of the actual quantities of the completed Work.*

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ITEM COST
1	Bonding, Insurance, and Mobilization / CARSON GENERAL CONDITIONS	1	LS	150,000.00	150,000.00
2	Traffic Control	1	LS	215,000.00	215,000.00
3	Traffic stripes, pavement markings & TOMS	1	LS	11,000.00	11,000.00
4	Re-setting Centerline Ties and Permanent Survey Markers	10	EA	2,465.00	24,650.00
5	Uniform Cold milling 2" thickness	900,000	SF	0.55	495,000.00
6	Remove 4" AC Base after Cold Mill (Dig-Out) and Construct Base Course	5000	SF	16.00	80,000.00
7	Asphalt Rubber Hot Mix (ARHM) 2" Finish Course	9700	TON	150.00	1,455,000.00
8	Remove and Replace Traffic Loop Detectors	8	EA	930.00	7,440.00
9	Adjust Manholes & Vaults to grade within roadway	40	EA	1,765.00	70,600.00
10	Adjust Utility Covers and Utility Boxes to grade within roadway (gas, water, oil, monitoring well, and similar)	40	EA	1,570.00	62,800.00
11	Removal and Disposal of Pavement Subsurface Geotextile Fabric (Unforeseen Condition) (as required)	5,000	SF	0.23	1,150.00
12	Unsuitable Material (as required)	50	CY	100.00	5,000.00
13	ALLOWANCE	1	LS	\$150,000	\$150,000
<b>TOTAL BASE BID AMOUNT<sup>a</sup></b> <b>(ANNUAL CITYWIDE PAVING MAINTENANCE)</b>		<b>Figures</b>	2,727,640.00		
		<b>Words</b>	two million seven hundred twenty seven thousand six hundred forty dollars and zero cents		



**BID**  
**BID SCHEDULE – (IFB-24-17)**  
**ANNUAL CITYWIDE PAVEMENT MAINTENANCE**  
**DISTRICT 4**

*The Bidder understands that the quantities are estimates only and are given solely for the purpose of facilitating the comparison of Bids. The Contractor's compensation will be computed on the basis of the actual quantities of the completed Work.*

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ITEM COST
1	Bonding, Insurance, and Mobilization / CARSON GENERAL CONDITIONS	1	LS	150,000.00	150,000.00
2	Traffic Control	1	LS	215,000.00	215,000.00
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12	Unsuitable Material (as required)	50	CY	100.00	5,000.00
13	ALLOWANCE	1	LS	\$150,000	\$150,000
<b>TOTAL BASE BID AMOUNT*</b>		<b>Figures</b>	<b>2,727,640.00</b>		
<b>(ANNUAL CITYWIDE PAVING MAINTENANCE)</b>		<b>Words</b>	two million seven hundred twenty seven thousand six hundred forty dollars and zero cents		

The Contract Sum is an amount not to exceed \$30,000,000.00 for the Projects during the Term, subject to compensation for a single district not exceeding \$7,500,000.00 for the Term and \$2,500,000.00 per year. For each applicable Extension Term, the not to exceed amount will be \$2,500,000.00 for each of Districts 1, 2, 3 and 4.

The Contract Sum of \$30,000,000.00 will be allocated as follows:

- \$10,000,000.00 for work performed through June 30, 2025;
- \$10,000,000.00 for work performed from July 1, 2025 through June 30, 2026; and
- \$10,000,000.00 for work performed from July 1, 2026 through June 30, 2027.

It is expected that after June 30, 2027, there will be no funding allocated to the Agreement and no work will be needed unless the Agreement term is extended pursuant to Section 3.4.

*Notwithstanding anything else in this Agreement or this Exhibit "A" to the contrary, City's obligations including for payment under this Agreement for work performed after June 30, 2025, will be subject to, and contingent upon, appropriation of funding by the City Council.*

Payment of the Contract Sum shall be made in accordance with the per unit cost of Consultant's Bids. The City's Contract Officer will determine the number of units needed to complete the Projects as more particularly detailed in Exhibit "C."

Line item 7 (Asphalt Rubber Hot Mix (ARHM) 2" Finish Course) pricing will be subject to an annual CPI increase not to exceed 3% per year based on Consumer Price Index of Los Angeles Area and upon evidence of the same presented by Consultant. Annual price adjustment calculations for asphalt oil shall adhere to Section 9 of Caltrans Standard specifications 2023 Edition.

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

As requested by the City's Contract Officer.

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

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



**EXHIBIT “B”**  
**SPECIAL REQUIREMENTS**  
**(Superseding Contract Boilerplate)**

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

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

“3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding ~~three~~***one*** (3~~4~~) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit “C”). ***The City may, at its sole discretion, elect to extend the Term by two (2) additional one-year terms (each, an “Extension Term”). The not to exceed compensation for Services performed during each Extension Term shall be consistent with the annual prices listed in Exhibit “A.”***”

**EXHIBIT "C"**  
**SCHEDULE OF PERFORMANCE**

**I. Consultant shall perform all Services timely in accordance with the following:**

The City's Contract Officer will issue periodic work orders detailing the scope of work to be completed, the anticipated cost to City which will be in accordance with Exhibit "A," and the number of working days (not to exceed 120 working days) within which such work will be completed. The scheduling of each work order will be determined solely by the Contract Officer.

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

# EXHIBIT "D" INVOICE FORM

**Company Logo**

**BILL TO:**

City of Carson  
 Attention: Accounts Payable and Project Manager Name  
 701 E Carson St.  
 Carson, CA 90745  
 Phone: (310) 830-7600

DATE:    
 INVOICE # 1  
 BILLING PERIOD START    
 BILLING PERIOD END  

PROJECT or TASK: Name  
 Project or Task No: PW####  
 P.O. No: #####

Bid Item No. or TASK NO	Description of Work or TASK	QUANTITY or TASK VALUE	Work Completed or HOURS BILLED	UNIT COST OR CURRENT AMOUNT	AMOUNT BILLABLE
1	Task 1				
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
TOTAL		\$ -	AMT DUE THIS PERIOD		\$ -

Payable to:

Company Name  
 Address  
 City  
 FEIN

ORIGINAL CONTRACT AMOUNT	<span style="background-color: #0070C0; color: white; padding: 2px 10px;"> </span>
AMOUNT DUE THIS BILLING PERIOD	\$ -
PREVIOUS BILLING/ CHARGES	<span style="background-color: #0070C0; color: white; padding: 2px 10px;"> </span>
CHANGE ORDER/ (+/-) AMENDMENT	<span style="background-color: #0070C0; color: white; padding: 2px 10px;"> </span>
REMAINING CONTRACT BALANCE	\$ -    #####



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**File #:**

**Version:**

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## Report to Honorable Mayor and City Council

Tuesday, February 18, 2025, 5:00 PM

SPECIAL ORDERS OF THE DAY 23.

To: Honorable Mayor and City Council

From: Debra Scott, Housing Specialist CD Housing & Neighborhood

Subject: PUBLIC HEARING TO CONSIDER SUBSTANTIAL AMENDMENTS TO THE 2024-25 AND 2019-20 ANNUAL ACTION PLANS (CITY COUNCIL)

### **I. SUMMARY**

Staff proposes to amend the City's 2024-25 Annual Action to reallocate unused prior year Community Block Grant (CDBG) funds as well as current year CDBG funds, to increase the available funding for the Neighborhood Pride residential rehabilitation Program (the "NPP").

Staff also proposes to amend the City's 2019-20 Annual Action Plan to reallocate previously-budgeted Community Development Block Grant-Coronavirus (CDBG-CV) funds to existing COVID related rehabilitation program assisting mobile home owners with repairs such as heating/ventilation/air conditioning systems, windows, doors, roofing, and mold abatement. (The 2019-20 Annual Action Plan is being amended to reflect the current balance to be re-allocated to the current fiscal year 2024-25).

U.S. Department of Housing and Urban Development (HUD) regulations, as well as the City's Participation Plan, require that public hearing be held by the City Council regarding proposed Substantial Amendments prior to their submission to HUD.

### **II. RECOMMENDATION**

TAKE the following action:

1. OPEN the Public Hearing, TAKE public Testimony, and CLOSE the Public Hearing.
2. APPROVE the submission of Substantial Amendments to the 2024-25 and 2019-20 Annual Action Plans to the U.S. Department of Housing and Urban Development (HUD).
3. AUTHORIZE the reallocation of \$552,940.25 in Community Development Block Grant (CDBG) funds from program year 2023-24, allocate funds to the Neighborhood Pride Program (NPP).
4. AUTHORIZE the reallocation of the Community Development Block Coronavirus (CDBG-CV) fund balance of \$256,826.25 to the existing COVID-related Residential Rehabilitation Program.
5. WAIVE further reading and ADOPT Resolution No. 25-018, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, REALLOCATING \$552,940.25 IN COMMUNITY DEVELOPMENT BLOCK GRANT- FUNDS FROM PROGRAM YEAR 2023-24 TO PROGRAM YEAR 2024- 25 AND ALLOCATING THE FUNDS TO THE NEIGHBORHOOD PRIDE PROGRAM RE-ALLOCATING UN-EXPENDED FUNDS \$256,225.25 FROM THE COMMUNITY BLOCK GRANT CORONAVIUS FUND FROM PROGRAM YEAR 2019-2020 TO CONTINUE WITH COVID -RELATED REHABILITATION FOR MOBILEHOME PROJECTS"

### III. ALTERNATIVES

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

### IV. BACKGROUND

#### Community Development Block Grant (CDBG)

Each year, the City receives from HUD an entitlement amount of CDBG funding based on the City's overall population, it's proportion of low and moderate-income residents, and other demographic factors. However, if the all the funds are not expended in the program year they were allocated, the result is the accumulation of unexpected funds in the City's letter of credit balance with HUD.

The Neighborhood Pride Program has been the subject of overwhelming popularity for over four years and is in great demand, as demonstrated by the response received at the Housing Divisions' community meeting on November 4, 2024. Staff conducted a lottery number system in which over 100 residents were given numbers to participate in the program.

The 2024-25 Annual Action Plan includes an allocation of \$466,207.00 for the NPP. Preliminary results for the end of the 2023-24 program year (ending June 30, 2024), indicates that there is a total of \$552,940.25 of unused CDBG funds from that year. Staff is recommending that this amount be rolled over into the 2024-25 program year, and that is to be allocated fully to the city's NPP program.

The recommended action would increase the available funding for the NPP program to \$1,019,147.25 as shown below:

#### Original Annual Action Plan

	Entitlement Funds	Prior Year Funds	Total Allocation
NPP	\$466,207.00	\$552,940.25	\$1,019,147.25

Based on the original Action Plan allocation, it was estimated that the NPP would assist approximately 15 households (low-and moderate income owner-occupants of single family residences and mobile homes) The additional funding from this recommended action would add approximately 25 households to this total, bringing the total to 40 households.

#### Community Development Block Grant-Coronavirus (CDBG-CV)

During fiscal year 2019-2020 the City was awarded total funding of 1.152,051.00 in CDBG-COVID funds from HUD under the CARES act. The funding was budgeted for the following purposes:

Business Assistance Program: This funding assisted small Carson businesses that suffered native impacts from the pandemic. Eligible expenses included such items as rent, working capital, and utilities, as well as physical improvements to the interior of the businesses to ensure them to comply with post -pandemic health and safety regulations. This program ended coinciding with the official end of the COVID-19 pandemic.

Emergency Rental Assistance: This program provided Emergency Rental Assistance to low-moderate income Carson residents facing imminent threat of eviction as a result of loss of income related to the pandemic. This program ended coinciding with the official end of the COVID-19 pandemic.

Delivery of Meals and household items to Seniors: This program provided delivery services of meals and essential household supplies to senior citizens who are home bound due to the effects of the coronavirus and their vulnerable medical conditions. This program ended coinciding with the official end of the COVID-19 pandemic.

Homelessness Prevention Services: This program services and assists Carson residents who experienced homelessness or were at risk of homelessness (move-in assistance, temporary shelters, case management, financial literacy instruction. These services were previously provided by Family Promise of South Bay. This program vendor is currently being funded by the Housing Authority funds in the amount of \$50,000. This program is active.

COVID-Related Residential Rehabilitation: this program provides Residential Rehabilitation for low-and moderate-income residents aimed at remedying conditions to prevent and inhibit the spread of coronavirus (focusing on heating/ventilation/air conditioning systems, windows, doors, roofing, and mold abatement). The funds are primarily assisting mobile home owners. This program is active.

Planning and Administration: Eligible program planning and administration cost.

At the present time, the City has an un-expended balance of \$256,826.25 in CDBG-CV funds. Staff proposes to re-allocate the entire balance to the COVID related residential rehabilitation program assisting mobile home owners to meet the high demand for this program.

Activity Name	Previous Allocation	Funded Expenditures	Re-Allocation Funding
COVID-Related Residential Rehabilitation	\$317,226.24	\$100,635.24	\$216,591.00
COVID-related Residential Inspections	\$50,000.00	\$9,764.75	\$40,235.25.

Please be advised of the 5th Amendment of the Substantial Amendment for the CDBG-CV funding presented to the Council on September 5, 2023. The funding allocation was over the total allocated amount of \$1,052.051.00 (Exhibit No. 1).

## **V. FISCAL IMPACT**

No general fund impact.

Within the Community Block Grant Fund:

### Original 2024-25- Annual Action Plan Allocation

Account 215-50-720-964-6062 (Residential Rehabilitation/Neighborhood Pride Program), increased by \$552,940.25.

Account 215-50-720-968-6062 (COVID-related residential rehabilitation) un-expended funds \$256,826.25

## **VI. EXHIBITS**

1. Approved Substantial Amendment to the 2019-20 Annual Action Plan for CDBG funding.
2. The Proposed CDBG Substantial Amendment to the 2024-25 Annual Action Plan Draft for Public View January 14, 2025
3. A Sixth Proposed CDBG-CV funding Substantial Amendment to the 2019-2020 Annual Action for Public Review January 14, 2025
4. Resolution No. 25-018 of the City Council of the City of Carson, California, Re-allocating \$552,940.25 in Community Block Grant from program year 2023-24 to Year 2024-25 to be allocated to the Neighborhood Pride Program, and reallocating un-expended funds from CDBG-CV program year 2019-20 Annual Action Plan to the COVID Related Residential Rehabilitation Program.

## **Attachments**

[Substantial Amendment 2019-20 CBDG-CV funds](#)

[Substantial Amendment for 2023-24 AAP](#)

[Sixth Substantial Amendment to CDBG-CV 2019-20 AAP](#)

[Resolution No. 25-018 to Re-allocate CDBG funding 2023-24-CDBG-CV 2019-20 AAP's](#)

**A FIFTH PROPOSED CDBG SUBSTANTIAL AMENDMENT**  
**TO THE 2019-2020 ANNUAL ACTION PLAN**  
**DRAFT FOR PUBLIC REVIEW AUGUST 3, 2023**

Jurisdiction: City of Carson, California	CDBG Contact Person: Keith Bennett
Jurisdiction Web Address: <a href="http://ci.carson.ca.us">http://ci.carson.ca.us</a>	Address: 701 East Carson Street Carson, California 90745
	Telephone: (310) 952-1700, ext. 1319
	Fax: (310) 549-1466
	Email: <a href="mailto:kbennett@carsonca.gov">kbennett@carsonca.gov</a>

**Summary**

The City of Carson proposes to further amend its 2019-2020 Annual Action Plan to reallocate previously budgeted Community Development Block Grant funds awarded pursuant to the Coronavirus Aid, Relief, and Economic Security (CARES) Act (referred to as CDBG-CV) between projects.

Amendment of the relevant Annual Action Plan is necessary because the proposed action meets the following criteria as listed in the City's CDBG Citizen Participation Plan:

- an increase or decrease greater than 100% of the activity allocation if the allocation is \$50,000 or more as listed in a published Five-Year Consolidated Plan or Annual Action Plan, or as amended;
- an increase or decrease greater than \$50,000 of the activity allocation if the allocation is less than \$50,000 as listed in a published Five-Year Consolidated Plan or Annual Action Plan, or as amended.

In this instance, the 2019-2020 Annual Action Plan is the relevant Action Plan because the City's allocations of CDBG-CV funding were obtained pursuant to Substantial Amendments to that Action Plan.

## Proposed Funding Reallocations

Of the \$1,153,051 in CDBG-CV funding, approximately \$351,642.13 remains unspent. The City proposes to reallocate this balance as follows:

- \$60,000 to renew the contract for the 2022-2023 program year with Family Promise of the South Bay to provide services to Carson residents who continue to experience homelessness or are at risk of homelessness due to lingering effects of the coronavirus pandemic (such services including move-in assistance, case management, shelter expenses, and instruction in financial literacy).
- \$241,642.13 to increase the funding for the existing COVID-related residential rehabilitation program. (This program, established by the Substantial Amendment approved by City Council December 6, 2022, is designed specifically to address health and safety issues such as roofing, heating/ventilation/air conditioning systems, and mold abatement.)
- \$50,000 for inspection services related to the COVID-related residential rehabilitation program.

## Fiscal Impact

The U. S. Department of Housing and Urban Development (HUD) determines each year the CDBG amount the City receives in the form of an entitlement amount (based on the City's overall population, its proportion of low- and moderate- income residents, and other demographic factors). However, if not all those funds are expended in the program year for which they were allocated, the result is the accumulation of unexpended funds in the City's letter of credit balance with HUD.

While the CDBG-CV funding is scheduled to expire in 2026, there initially was a provision requiring grantees to expend at least 80 % of their CDBG-CV allocations within three years of the initial allocation. However, per a notice issued April 18, 2023, HUD waived that requirement.

## Eligibility

The activity for which available funding would be (allocated/increased, as applicable) under the proposed Substantial Amendment constitutes an eligible use of CDBG funds as permitted under 24 CFR 570.201(e), and 24 CFR 570.202 (a) (1) and(5).

## Activities to Be Affected by the Change

Activity Name	Previous Allocation	Additional Allocation	Total Allocation
Homelessness Prevention Services	\$120,000.00*	\$60,000.00	\$180,000.00
COVID-Related Residential Rehabilitation	\$173,765.69	\$241,642.13	\$415,407.82
COVID-Related Residential Inspections	\$0	\$50,000.00	\$50,000.00
*Represents two previous one-year contracts			



**Impact on 2019-2020 Annual Action Plan Goals and Objectives**

None of the above-listed activities was included in the original 2019-2020 Annual Action Plan (which was adopted prior to the outbreak of the COVID pandemic) or in the initial Substantial Amendments that obtained CDBG-CV funding. However, the funding for the Homeless Prevention Services program should result in 20 families being served during the 2023-2024 program year. Based on current program activity, the total funding for the COVID-Related Residential Rehabilitation program should result in approximately 30 households being served.

**Public Comment**

As per HUD regulations, and as provided for in the City of Carson's CDBG Program Citizen Participation Plan, the proposed Substantial Amendment will be posted and published via the usual methods for a period of not less than 30 calendar days for public review and comment. In addition, a public hearing is tentatively scheduled to be held regarding the proposed Substantial Amendment by City Council on (date) prior to its approval by City Council for submission to HUD.

A summary of public comments received regarding the proposed CDBG Substantial Amendment will be attached to the final version of the Substantial Amendment submitted to HUD.

**Attachments: Notice of 30-Day Public Comment Period**

**THE PROPOSED CDBG SUBSTANTIAL AMENDMENT**  
**TO THE 2023-2024 ANNUAL ACTION PLAN**  
**DRAFT FOR PUBLIC REVIEW, JANUARY 14, 2025**

Jurisdiction: City of Carson, California	CDBG Contact Person: Duane Cobb
Jurisdiction Web Address: <a href="http://ci.carson.ca.us">http://ci.carson.ca.us</a>	Address: 701 East Carson Street Carson, California 90745
	Telephone: (310) 952-7600, ext. 1319
	Fax: (310) 549-1466 dcobb@carsonca.gov

**Summary**

The City of Carson proposes to amend its 2024-2025 Annual Action Plan to reallocate unused prior year Community Development Block Grant (CDBG) funds to increase the available funding for the Neighborhood Pride Program (residential rehabilitation).

Amendment of the Consolidated Plan is necessary because (describe reasons). Amendment of the Annual Action Plan is necessary because the proposed action meets the following criteria for Substantial Amendments as listed in the City's CDBG Citizen Participation Plan:

- an increase or decrease greater than 100% of the activity allocation if the allocation is \$50,000 or more as listed in a published Five-Year Consolidated Plan or Annual Action Plan, or as amended;
- an increase or decrease greater than \$50,000 of the activity allocation if the allocation is less than \$50,000 as listed in a published Five-Year Consolidated Plan or Annual Action Plan, or as amended.
- An increase or decrease in an activity allocation greater than \$300,000.

**Fiscal Impact**

The U. S. Department of Housing and Urban Development (HUD) determines each year the CDBG amount the City receives in the form of an entitlement amount (based on the City's overall population, its proportion of low- and moderate- income residents, and other

demographic factors). However, if not all those funds are expended in the program year for which they were allocated, the result is the accumulation of unexpended funds in the City's letter of credit balance with HUD.

### **Related Activity and Funding Reallocations**

The 2024-2025 Annual Action Plan includes an allocation of \$466,207 for the Neighborhood Pride Program. Preliminary results for the end of the 2022-2023 program year (ending June 30, 2024) indicate that there is a total of \$552,940.25 of unused CDBG funds from that year. Staff is recommending that this balance be rolled over into the 2024-2025 program year, and that it be allocated to the Neighborhood Pride Program. This recommended action would increase the available funding for the Neighborhood Pride Program to \$1,019,147.20

### **Eligibility**

The activity for which available funding would be (allocated/increased, as applicable) under the proposed Substantial Amendment constitutes an eligible use of CDBG funds as permitted under 24 CFR 570.202 (a) (1).

### **Activities to Be Affected by the Change**

Allocations in 2023-2024 Annual Action Plan for Selected Activities (in dollars)						
Activity Name	Original Allocation			Revised Allocation		
	Entitlement Funds	Prior Year Funds	Total Allocation	Entitlement Funds	Prior Year Funds	Total Allocation
Neighborhood Pride Program	\$466,207	\$0	\$466,207	\$466,207	\$552,940.25	\$1,019,147.25

### **Impact on 2024-2025 Annual Action Plan Goals and Objectives**

Based on the original Action Plan allocation, it was estimated that the NPP would serve approximately 15 households (low- and moderate-income owner-occupants of single-family residences and mobile homes). The additional funding from this recommended action would add approximately 25 households to this total, bringing the total to 40.

### **Public Comment**

As per HUD regulations, and as provided for in the City of Carson's CDBG Program Citizen Participation Plan, the proposed Substantial Amendment will be posted and published via the usual methods for a period of not less than 30 calendar days for public review and comment. In addition, a public hearing is tentatively scheduled to be held regarding the proposed Substantial Amendment by City Council on (date) prior to its approval by City Council for submission to HUD.

A summary of public comments received regarding the proposed CDBG Substantial Amendment will be attached to the final version of the Substantial Amendment submitted to HUD.

**Attachments: Notice of 30-Day Public Comment Period**



**NOTICE OF 30-DAY COMMENT PERIOD  
NOTICE OF PUBLIC HEARING  
PROPOSED COMMUNITY DEVELOPMENT BLOCK GRANT SUBSTANTIAL AMENDMENTS  
TO THE 2024-2025 ANNUAL ACTION PLAN  
AND THE 2019-2020 ANNUAL ACTION PLAN**

NOTICE IS HEREBY GIVEN that the City Council of the City of Carson, California will conduct a public hearing on a proposed Substantial Amendment to the City's 2023-24 Annual Action Plan. Said public hearing will take place during a regular meeting of the City Council to be held at the following date, time and place:

**DATE:** Tuesday, February 18, 2025  
**TIME:** 6:00 P. M., or as soon thereafter as is practicable  
**PLACE:** Helen Kawagoe Council Chambers, Carson City Hall  
701 East Carson Street  
Carson, California 90745

The proposed Substantial Amendment to the 2024-25 Annual Action Plan is to reallocate unused prior year Community Development Block Grant (CDBG) funds to increase the available funding for the Neighborhood Pride (residential rehabilitation) Program.

The proposed Substantial Amendment to the 2019-2020 Annual Action Plan is to reallocate previously-budgeted Community Development Block Grant-Coronavirus (CDBG-CV) funds between projects. (The 2019-2020 Annual Action Plan is being amended because the CDBG-CV funding was initially obtained by means of a Substantial Amendment to that Action Plan).

The detailed Substantial Amendments will be available for public review and comment for a period that commences on Tuesday, January 14<sup>th</sup>, 2025, and closes Monday February 17<sup>th</sup>, 2025, at the Office of the City Clerk in Carson City Hall, 701 East Carson Street, Carson, California 90745, and at the City's Housing Division in the Congresswoman Juanita Millender-McDonald Community Center, 801 East Carson Street, Carson, California 90745. The proposed Substantial Amendment will also be made available on the City's website: <http://ci.carson.ca.us>. To obtain a copy of the proposed Substantial Amendment, contact the Housing Division (310) 952-1700, extension 1309 or 1319, or via e-mail [housingdivision@carsonca.gov](mailto:housingdivision@carsonca.gov).

A summary of all public comments received during the public comment period, as well as at the public hearing, will be incorporated into the final documents prior to their submission to the U. S. Department of Housing and Urban Development.

Dated: This Monday January 13<sup>th</sup>, 2025

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Dr. Khaleah K. Bradshaw  
City Clerk

**THE SIXTH CDBG-CV SUBSTANTIAL AMENDMENT**  
**TO THE 2019-2020 ANNUAL ACTION PLAN**  
**DRAFT FOR PUBLIC REVIEW JANUARY 16, 2025**

<b>Jurisdiction:</b> City of Carson, California	<b>CDBG Contact Person:</b> Duane Cobb
<b>Jurisdiction Web Address:</b> <a href="http://ci.carson.ca.us">http://ci.carson.ca.us</a>	<b>Address:</b> 701 East Carson Street Carson, California 90745
	<b>Telephone:</b> (310) 830-7600, ext. 1319
	<b>Email:</b> dcobb@carsonca.gov

**Summary**

The City of Carson proposes to further amend its 2019-2020 Annual Action Plan to reallocate previously budgeted Community Development Block Grant (CDBG) funds awarded pursuant to the Coronavirus Aid, Relief, and Economic Security (CARES) Act (referred as CDBG-CV) between projects.

Amendment of the relevant Annual Action Plan is necessary because the proposed action meets all three of the following criteria as listed in the City's CDBG Citizen Participation Plan:

- a) an increase or decrease greater than 100% of the activity allocation if the allocation is \$50,000 or more as listed in a published Five-Year Consolidated Plan or Annual Action Plan, or as amended; or
- b) an increase or decrease greater than \$50,000 of the activity allocation if the allocation is less than \$50,000 as listed in a published Five-Year Consolidated Plan or Annual Action Plan, or as amended; or
- c) an increase or decrease in an activity allocation greater than \$300,000.

In this instance, the 2019-2020 Annual Action Plan is the relevant Action Plan because the City's allocations of CDBG-CV funding were obtained pursuant to Substantial Amendments to that Action Plan.

## **Proposed Funding Reallocations**

Of the \$1,152,051 in CDBG-CV funding from the U. S. Department of Housing and Urban Development (HUD) under the CARES Act. That funding has been budgeted to the following purposes:

Emergency Rental Assistance

Essentials to go for Seniors

Small Business Grant Assistance

Homelessness Prevention Services

COVID-Related Residential Rehabilitation

Planning and Administration

At present, the City has an unexpended balance of \$256,826.25. Staff proposes to re allocate \$256,826.25 of that to continue the residential rehabilitation of mobile homes, for residential rehabilitation for low- and moderate-income residents to prevent and inhibit the spread of coronavirus. The focus of this program would be heating/ventilation/air conditioning systems, windows, doors, roofing, and mold abatement residing in mobile homes

## **Revised Activities and Funding Reallocations**

Activity Name	Total funding Allocation	Funding Expenditures	Projected Funding Balance
Planning and Administration	\$230,400.00	(\$18,983.25)	\$211,416.75
Emergency Rental Assistance	\$435,932.00	(\$329,667.23)	\$106,264.77
Small Business Grant Assistance	\$284,606.00	(\$130,000.00)	\$154,606.00
Essential To Go for Seniors	\$171,113.00	(\$168,079.99)	\$3,033.01
Homelessness Prevention Services	\$30,000.00	(\$0.00)	30,000.00
<b>Total</b>	<b>\$1,152.051.00</b>	<b>\$895,224.75</b>	

All Programs, with the exception of the COVID-related Residential Rehabilitation, has been completed and their allocations have been reduced to the total amount expended (\$895,224.76). After accounting for the actual expenditures of all programs, there remains \$256,826.25 in unexpended funds.

It is proposed that the \$256,825 in available funds be allocated to continue the COVID-Related Rehabilitation Program.

### **Reallocation of Funding**

Activity Name	Re-allocation Expenditures	Funding Expenditures	Roll-over Funding
Covid Related Residential Rehabilitation	\$317,226.24	(\$100,635.24)	\$216,591.00
Covid-Related Residential Inspections	\$50,000.00	\$9,764.25	\$ 40,235.25

### **Eligibility**

The activity for which available funding would be increased under the proposed Substantial Amendment constitutes an eligible use of CDBG funds as permitted under 24 CFR 570.201 (e) and 24 CFR 570.202 (a) (1).

### **Impact on 2019-2020 Annual Action Plan Goals and Objectives**

Currently staff has completed seven (7) mobile home projects totaling \$100,635.24. The goal target for the remaining balance is to complete nine (9) additional COVID-related residential rehabilitation for mobile homeowners. How many households can be served would be based on the number, scope and cost of the individual rehabilitation projects.

### **Narrative**

At the City Council meeting held on September 5, 2023, the amount of the allocated for COVID related residential rehabilitation in the amount of \$415,407.82, plus \$50,000.00 for rehabilitation services totaling \$465,407.82 was incorrect. The amount was over the CDBG-CV over all grant allocation of \$1,152,051.00. Total expenditures to date totals \$895,224.75, leaving a rollover balance of \$256,826.25.

### **Public Comment**

As per HUD regulations, and as provided for in the City of Carson's CDBG Program Citizen Participation Plan, the proposed Substantial Amendment will be posted and published via the usual methods for a period of not less than 30 calendar days for public review and comment. In

addition, a public hearing is tentatively scheduled to be held regarding the proposed Substantial Amendment by City Council on February 18<sup>th</sup>, 2025, prior to its approval by City Council for submission to HUD.

A summary of public comments received regarding the proposed CDBG-CV Substantial Amendment will be attached to the final version of the Substantial Amendment submitted to HUD.



RESOLUTION NO. 25-018

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
CARSON, CALIFORNIA, REALLOCATING \$552,940.25 IN  
COMMUNITY DEVELOPMENT BLOCK GRANT- FUNDS  
FROM PROGRAM YEAR 2023-24 TO PROGRAM YEAR 2024-  
25 AND ALLOCATING THE FUNDS TO THE  
NEIGHBORHOOD PRIDE PROGRAM  
RE-ALLOCATING UN-EXPENDED FUNDS \$256,225.25  
FROM THE COMMUNITY BLOCK GRANT CORONAVIUS  
FUND FROM PROGRAM YEAR 2019-2020 TO CONTINUE  
WITH COVID -RELATED REHABILITATION FOR  
MOBILEHOME PROJECTS

**WHEREAS**, the conclusion of Community Development Block Grant (CDBG) program year 2023-24 results in unexpended funds total \$552,940.25; and

**WHEREAS**, the City Council desires that these accumulated unexpended funds be reallocated to current activity;

**WHEREAS**, on March 27, 2020, the President of the United States signed the Coronavirus Aid, Relief, and Economic Security Act (CARES Act); and

**WHEREAS**, pursuant to the CARES Act, the City of Carson was awarded \$1,152,051 in supplemental Community Development Block Grant funding specifically to prevent, prepare for, and respond to the coronavirus health emergency (CDBG-CV); and

**WHEREAS**, the City has an unexpended balance of \$256,826,.25 in CDBG-CV funding; and;

**WHEREAS**, City Council desires to reallocate these unexpended balances;

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

**Section 1.** The total sum of \$552,940.25 in unexpended Community Block Grant funds from program year 2023-24 shall be transferred to the 2024-25 Annual Action Plan budget

**Section 2.** The total sum of \$256,826.25 of unexpended balance of CDBG-CV funds to be re-allocated to:

<u>Account Number</u>	<u>Program &amp; Object Description</u>	<u>Amount</u>
215-70-720-964-6022	Residential Rehabilitation/NPP	\$552,940.25
215-70-720-968-6062	COVID-Related Residential Rehabilitation	\$256,826.25

**Section 3.** The City Clerk shall certify to the adoption of this resolution and shall keep a copy of this resolution on file, and effective as of February 18<sup>th</sup>, 2025, the same shall be in force and effect.

**PASSED, APPROVED, and ADOPTED** this 18th day of February, 2025

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Mayor Lula Davis-Holmes

ATTEST:

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Dr, Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:

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City Attorney



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File #:

Version:

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## Report to Honorable Mayor and City Council

Tuesday, February 18, 2025, 5:00 PM

DISCUSSION 24.

To: Honorable Mayor and City Council

From: David Roberts, City Manager

Subject: CONSIDER UPDATED MARKETING CITY LOGO CONCEPTS (CITY COUNCIL)

### I. SUMMARY

This staff report is being presented to the Mayor and City Council for consideration of a new marketing logo to brand our City. A well-designed and strategically developed logo can serve as an effective tool for promoting our City's identity by attracting visitors and fostering economic growth. This staff report highlights the key points for Council consideration along with several sampled logos to choose.

### II. RECOMMENDATION

APPROVE one of the updated City Marketing Logo options provided to the City Council.

### III. ALTERNATIVES

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

### IV. BACKGROUND

The City of Carson is a vibrant and diverse community with a rich history and a number of attractions (current and future) that calls for the opportunity to provide a refreshing marketing logo. Our current marketing logo has been in use for several decades and may not adequately reflect the evolving essence and aspirations of our City. The recent growth and developments in the City, makes this an opportune time to reevaluate our branding strategy and consider an updated marketing logo that would resonate with the Mayor and City Council, residents and visitors alike.

A well designed marketing logo can encapsulate the unique characteristics and values of our City, creating a distinctive visual identity that differentiates us from other cities and communities. Staff desires to help in promoting the Economic Growth and tourism by attracting tourists, investors and businesses to our City. Our hope is to evoke a positive response and convey the essence of Carson's attractions, multicultural heritage, University and other economic opportunities.

City staff worked diligently with several consultants to find sampled logos that would capture a sense of pride and belonging among residents while fostering community spirit and unity. Unfortunately, the submissions were not received well by the Marketing Design Logo Committee consisting of Mayor Lula Davis-Holmes and Councilmember Cedric L. Hicks, Sr. After numerous attempts of evaluating multiple marketing logo concepts, staff looked internally to the Public Information Department. Danielle Halsey, Public Information Analyst submitted over 25 varied samples compared to the 11 total sample marketing logo submissions provided by outside consultants. Ms. Halsey's creativity and skillful work along with assistance from the Public Information Manager, Margie Revilla-Garcia and Deputy City Manager Tarik Rahmani, was able to bring to life refreshed and renewed marketing logo concepts.

Attached are two proposed Logo options for the City Council to consider as the new Marketing Design Logo for the City of Carson. If a marketing logo is selected, City staff will immediately begin the implementation phase in accordance with our Standard Management Procedures (SMPs). The City's Public Information Division will develop a communication plan to introduce the new logo to the public by branding the selected marketing logo via press release, social media campaigns, events and in cooperation with local media outlets. In addition, the Information Technology Department (I.T.) is currently developing a new City website that will brand the new Marketing Logo. Staff will also implement the new marketing logo on all City apparel and paraphernalia that will be available to the residents and visitors for a fee (to be established by the Marketing Logo Committee).

The development of a new marketing logo for the City of Carson is an important step towards establishing a strong brand identity and promoting our unique attributes. By investing in this endeavor, we can enhance tourism, attract businesses, and foster civic pride.

## **V. FISCAL IMPACT**

There is no direct fiscal impact associated with this report. However, any cost that requires City Council approval incorporating the new marketing logo that has not already been allocated would be brought for the City Council's consideration based on the specific project, program, etc.

## **VI. EXHIBITS**

1. Old City Marketing Logo
2. New City Marketing Logo Samples

## **Attachments**

[Old City Marketing Logo](#)

[New City Marketing Logo](#)



PARSON

california

FUTURE UNLIMITED







File #:

Version:

## Report to Honorable Mayor and City Council

Tuesday, February 18, 2025, 5:00 PM

DISCUSSION 25.

To: Honorable Mayor and City Council

From: Dr. Khaleah K. Bradshaw, City Clerk CCO Option 1

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. (Exhibit 1)

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.

At the February 4, 2025, City Council meeting, Mayor Davis-Holmes continued this item to a future meeting.

### 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 2024-2025.

#### **VI. EXHIBITS**

Local Appointments List

Prepared by: Dr. Khaleah K. Bradshaw, City Clerk and Tomisha Haywood, Records Management Coordinator

#### **Attachments**

[Exhibit 1 - Febraury 18, 2025, Agenda Report.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 below-named commissions, committees, or boards 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**

**Denotes vacated seat**

**I. COMMISSIONS**

Article VI, §602 of the City Charter: To be qualified for appointment, the member shall be a qualified elector of the City, shall be domiciled in the City for at least sixty (60) days immediately preceding their appointment, and shall continue to reside in the City for the duration of his or her tenure, unless otherwise provided by ordinance.

The mayor and each member of the city council may appoint one member to a position on each City board, committee or commission, and the remaining membership positions shall be appointed by the mayor and approved by a majority of the city council, including the three alternates.

**[1] Economic Development Commission**

Established by:	Ordinance No. 00-1191. §1 (CMC §27104.1); Ordinance No. 21-2108
Membership:	9 members; 3 alternates
Qualification:	Shall be and remain a resident of, or have a place of employment or business in the City of Carson, and be at least 18 years of age. Shall include representatives of all major sectors of the Carson business community as determined in the sole discretion of the City Council.
Meetings:	1st Thursday, 8:00 a.m., Executive Conference Room
Staff Liaison:	John Raymond, Asst. City Mgr x1773; Saied Naaseh, Dir. of Comm. Dev. x1770
Support Staff:	Sandy Solis, Economic Development Commission Secretary x1325

		<b><u>Appointed</u></b>	<b><u>Term Expires</u></b>
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
Pandolfo, Katie (JH)		12-06-22	11-30-26
Sparrow, Clyde (LDH)		04-04-23	11-30-26
Wallace, Deborah (LDH)		04-04-23	11-30-26
Watar, Nasser (JD)		12-03-24	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
O'Leary, Danielle (LDH)	Alt. 3	02-06-24	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 Manager x1312  
 Support Staff: Jessica Coria, Division Secretary x1823

	<u>Appointed</u>	<u>Term Expires</u>
<b>Vacant (JH)</b>		11-30-26
Swayzer, Ezekiel (LDH)	12-03-24	11-30-26
Hopson, Lillian (LDH)**	12-03-24	11-30-26
Tresvant, Christina (LDH)	12-03-24	11-30-26
Koons, William (JD)	12-03-24	11-30-26
Peralta, Maribel (AR)	01-07-25	11-30-26
Edwards, Lashon (LDH)	12-03-24	11-30-26
Taylor, Hourie (CH)	12-06-22	11-30-26
Watkins, Freeman (LDH)	12-03-24	11-30-26
<b>Vacant (LDH)</b> Alt. 1		11-30-26
<b>Vacant (LDH)</b> Alt. 2		11-30-26
<b>Vacant (LDH)</b> 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: 9 members (7 general, 2 youth); 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: Robert Lennox, Asst. City Manager x1728  
 Support Staff: Cac Le, Council Aide x1722

	<u>Appointed</u>	<u>Term Expires</u>
Junio, Teresita (LDH)	12-03-24	11-30-26
Calhoun, Jill (AR)	12-06-22	11-30-26
Davenport, Kimberley (JH)	04-04-23	11-30-26
Keely, Tina (JD)	12-03-24	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
<b>Vacant (LDH)</b> Alt. 3		11-30-26
<b>Vacant (LDH)</b> Youth		11-30-26
<b>Vacant (LDH)</b> 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 the City of Carson  
Meetings: Last Thursday, 6:30 p.m. (Executive Conference Room)  
Staff Liaison: Michael Whittiker Jr., Director of Community Services x3571  
Support Staff: Kimberly Madrigal, Administrative Secretary x3581

		<b><u>Appointed</u></b>	<b><u>Term Expires</u></b>
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
Ramos, Oscar (LDH)**		12-03-24	11-30-26
Brown Sr., Kelvin (LDH)	Alt. 1	12-03-24	11-30-26
Johnson, Jo Jacqueline (LDH)	Alt. 2	12-03-24	11-30-26
Brillantes, Rudolfo (LDH)	Alt. 3	12-03-24	11-30-26

**[5] Planning Commission\***

Established by: Ordinance No. 13, §1 (CMC §2700); § 606 of the City Charter  
Membership: 9 members; 3 alternates  
Qualification: Resident of the City of Carson  
Monthly Meeting: 2nd and 4th Tuesday, 6:30 p.m. (City Council Chambers)  
Staff Liaison: Christopher Palmer, Planning Mgr. x1365; McKina Alexander, Sr. Planner x1326  
Support Staff: Laura Gonzalez, Planning Secretary x1328

		<b><u>Appointed</u></b>	<b><u>Term Expires</u></b>
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 reside or be employed in 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: Margie Revilla-Garcia, Public Information Manager x1741  
 Support Staff: Christine Foisia, Senior Clerk x1740

		<b><u>Appointed</u></b>	<b><u>Term Expires</u></b>
Eatman, Sonya (LDH)	Community Representative	12-03-24	11-30-26
Gomez, Freddie (LDH)**	Community Representative	12-03-24	11-30-26
Stewart, Linda (LDH)	Community Representative	12-03-24	11-30-26
Sandoz, Jeretta (AR)	Community Representative	12-03-24	11-30-26
Ross, Dorothy (JD)	Public Relations Specialist	12-03-24	11-30-26
Nunley, Madalyn (LDH)	Public Relations Specialist	12-03-24	11-30-26
Pitcher, Pamela (LDH)	Public Relations Specialist	12-03-24	11-30-26
Smith, Byron (CH)	Public Relations Specialist	03-06-24	11-30-26
Price, Dr. Denise (JH)	Public Relations Specialist	04-04-23	11-30-26
Guillory, Rachelle (LDH)	Alt. 1	12-03-24	11-30-26
Waddis, Dorcas (LDH)	Alt. 2	12-03-24	11-30-26
<b>Vacant (LDH)</b>	<b>Alt. 3</b>		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: Vacant

		<b><u>Appointed</u></b>	<b><u>Term Expires</u></b>
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
Childs, Aisha (LDH)	Alt. 3	12-03-24	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 C. James, Division Secretary x1801

		<u>Appointed</u>	<u>Term Expires</u>
Baddeley, Kevin (AR)		12-06-22	11-30-26
Calhoun, James (JD)		12-03-24	11-30-26
Fe'esago, Uli (LDH)		12-03-24	11-30-26
McNichols, Ryan (LDH)		12-03-24	11-30-26
Howard, Kobii (LDH)		12-03-24	11-30-26
Benson, Melvin (CH)		07-18-23	11-30-26
Nweke, Chike (LDH)**		12-03-24	11-30-26
Martin, Jr., Marion (LDH)		12-03-24	11-30-26
Todd Griffin, Kellie (JH)		01-07-25	11-30-26
Obiora, Emmanuel (LDH)	Alt. 1	12-03-24	11-30-26
Cottrell, John (LDH)	Alt. 2	12-03-24	11-30-26
Vacant (LDH)	Alt. 3		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/Dominguez room)  
 Staff Liaison: Mike Whittiker Jr., Dir. of Comm. Svcs. x1780; Dani Cook, Human Svcs. Supv. X04/04/2  
 Support Staff: Brenda Reed, Senior Clerk x1775;

		<u>Appointed</u>	<u>Term Expires</u>
Graves, Shirley (LDH)**		12-03-24	11-30-26
Lopez, Delia (LDH)		12-03-24	11-30-26
Cole, Daniel (AR)		12-06-22	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
Leverette, Ernestine (LDH)	Alt. 2	12-03-24	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 SportsComplex - Activity Room)  
Staff Liaison: Kisheem Tulloss, Council Aide x1711  
Support Staff: Mikala Multiauaopele, Division Secretary x3557

	<u>Appointed</u>	<u>Term Expires</u>
Batucal, Arthur (JH)	04-04-23	11-30-26
Boyd, Robert (JD)	12-03-24	11-30-26
Branch, Jr., Roger (LDH)	12-03-24	11-30-26
Da Silva, Manuel (LDH)	12-03-24	11-30-26
Raber, Brian (CH)	12-06-22	11-30-26
Salomon, Emmanuel (LDH)	12-03-24	11-30-26
Mosequera, Nemie P. (LDH)**	12-03-24	11-30-26
Woods, Richard (LDH)	12-03-24	11-30-26
Woods, Thomas (LDH)	12-03-24	11-30-26
Seay, Al (LDH)	12-03-24	11-30-26
Wilvert, Karl (AR)	12-06-22	11-30-26
Vacant (LDH) Alt. 1		11-30-26
Vacant (LDH) Alt. 2		11-30-26
Vacant (LDH) Alt. 3		11-30-26

**[11] Women's Issues Commission\***

Established by: Ordinance No. 02-1246, § 1 (CMC § 27106.6)  
 Membership: 9 members; 3 alternates  
 Qualification: Shall be a resident of the City of Carson or work in the City of Carson during their tenure on the Commission and shall be at least eighteen (18) years of age at the time of the member's appointment.  
 Meetings: 4th Monday, 6:00 p.m. (City Manager Conference Room)  
 Staff Liaison: Ravynne Staine, Council Aide x1733  
 Support Staff: Vacant

		<u>Appointed</u>	<u>Term Expires</u>
Dela Cruz-Manio, Connie (LDH)		12-03-24	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
Koons, Fe (JD)		12-03-24	11-30-26
Odom Houze, Susan (JH)		04-04-23	11-30-26
Price, Dr. Greta (AR)		12-06-22	11-30-26
Williams, Maria (CH)		12-03-24	11-30-26
Tresvant, Sheila (LDH)		12-03-24	11-30-26
Graves, Keichun (LDH)	Alt. 1	12-03-24	11-30-26
Mackson, Monique (LDH)	Alt. 2	12-03-24	11-30-26
Johnson, Veronica (LDH)	Alt. 3	12-03-24	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 x1721  
 Support Staff: Vacant

		<u>Appointed</u>	<u>Term Expires</u>
Mitchell, Hannah (LDH)		06-06-24	06-30-25
Moore, Joshua (JH)		06-06-24	06-30-25
Redway, Khristopher (LDH)		06-06-24	06-30-25
Estrada, Juan (LDH)		06-06-24	06-30-25
Villasana, Andrea (JD)		12-03-24	06-30-25
Mitchell, Jazcidi (LDH)		12-03-24	06-30-25
Colson, Lewis (LDH)**		06-06-24	06-30-25
Smith, Zoey (CH)		06-06-24	06-30-25
Williams, Liv (LDH)		06-06-24	06-30-25
Homna, Kayla (AR)		01-07-25	06-30-25
Macias, Lea (LDH)		01-07-25	06-30-25
Vacant (LDH)	Alt. 1		06-30-25
Vacant (LDH)	Alt. 2		06-30-25
Vacant (LDH)	Alt. 3		06-30-25



## 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. 21-030

Membership: 5 members; 2 alternates

Qualification: Resident of the City of Carson.

Meetings: 2nd Tuesday, 6:30p.m. (Community Center)

Staff Liaison: William Jefferson, Director of Finance x1756

Support Staff: Vicki Hernandez, Senior Clerk x1744

		<b><u>Appointed</u></b>	<b><u>Term Expires</u></b>
Dorsey-Reeves, Vera (CH)		04-04-23	11-30-26
Vacant (AR)			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
Fullbright, Lisa Ratrell (LDH)	Alt. 1	12-03-24	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 tenants 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

		<b><u>Appointed</u></b>	<b><u>Term Expires</u></b>
Vacant (JH)	At-large		11-30-26
Valdez, Daniel (JD)	At-large	12-03-24	11-30-26
Vacant (AR)	At-large		11-30-26
Clark Harris, Dr. Alice (LDH)	At-large Alt. [1]	04-04-23	11-30-26
Muhammad, Nafis (LDH)	At-large Alt. [2]	04-04-23	11-30-26
Perez, Karey (LDH)	At-large Alt. [3]	04-04-23	11-30-26
Hayes, Phyllis (LDH)	At-large Alt. [4]	04-04-23	11-30-26
Dzikowski, Barbara (LDH)	Park owner	04-04-23	11-30-26
Forbath, Susy (LDH)	Park owner	04-04-23	11-30-26
Horton, Maria (LDH)	Park owner Alt. [1]	04-04-23	11-30-26
Vacant (LDH)	Park owner Alt. [2]		11-30-26
Gonzalez, Leonor (LDH)**	Resident homeowner	11-21-23	11-30-26
King, Tom (CH)	Resident homeowner	01-17-23	11-30-26
Davis, William (LDH)	Resident homeowner Alt. [1]	04-04-23	11-30-26
Richardson, Sheila (LDH)	Resident homeowner Alt. [2]	08-08-24	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: Saied Naaseh, Director of Community Development x1770  
Support Staff: Sandy Solis, Economic Development Liaison x1325

	<u><b>Appointed</b></u>	<u><b>Term Expires</b></u>
Batucal, Dennis (LDH)	04-04-23	11-30-26
Evans, Linda (LDH)	04-04-23	11-30-26
Tate, Dorothy (LDH)**	01-23-24	11-30-26
Guray, Jr., Tancredo "Jun" (JD)	12-03-24	11-30-26
Witherspoon, Murphy (LDH)	01-07-25	11-30-26
Anson, Jr., Oscar (LDH)	01-23-24	11-30-26
Vacant (CH)		11-30-26
[Vacant] (JH)		11-30-26
Vacant (AR)		11-30-26
Vacant (LDH) Alt. 1		11-30-26
Morrison, Chris (LDH) Alt. 2	12-03-24	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, Senior Planner x1326

Support Staff: Planning Technician x1327

	<u>Appointed</u>	<u>Term Expires</u>
Mayor Lula Davis-Holmes (LDH)	04-04-23	11-30-26
Councilmember Jim Dear (JD)	12-03-24	11-30-26
Brimmer, Charlotte (LDH)**	04-04-23	11-30-26
Dudley-Kimble, Monica (CH)	04-04-23	11-30-26
Gonzalez, Leonor (AR)	04-04-23	11-30-26
Hamilton, Dr. John (JH)	04-04-23	11-30-26
Sheriff Department Representative (LDH)	04-04-23	11-30-26
Cottrell-Fulbright, Lisa (LDH) Alt. 1	04-04-23	11-30-26
Lott, Aminika (LDH) Alt. 2	04-04-23	11-30-26

### IV. SPECIAL BOARD

#### [17] Carson Reclamation Joint Powers Authority (CRJPA)

Established by Resolution No. 15-01-CRJPA; Resolution No. 21-02-CRJPA

Membership: 5 members

Meetings: 1st Monday, 4:00 p.m. (Helen Kawagoe Council Chambers)

Staff Liaison: John Raymond, Executive Director x1773

Support Staff: Sylvia Rubio, Executive Assistant x1318

	<u>Appointed</u>	<u>Term Expires</u>
Authority Chair Lula Davis-Holmes	06-07-21	06-07-26
Vice Chair Cedric Hicks	06-07-21	06-07-26
Board Member Ray Aldridge, Jr.	01-26-21	01-26-26
Board Member Lillian Hopson	01-21-21	01-21-26
Board Member Dianne Thomas	01-21-21	01-21-26

## **V. COUNCIL SUB-COMMITTEES**

### **[18] Bingo/Fireworks/Refuse Ad Hoc Committee**

Established by Minute Order 04-02-19

Mayor Davis-Holmes  
Councilmember Rojas

#### **Appointed**

12-03-24  
12-03-24

### **[19] Community Development/Housing/Logistics & Transit Standing Committee**

Established by Minute Order 04-02-19

Mayor Davis-Holmes  
Councilmember Hicks

#### **Appointed**

12-03-24  
12-03-24

### **[20] Dignity Health Sports Park/CSUDH/Community Center Standing Committee**

Established by Minute Order 04-02-19

Councilmember Hicks  
Mayor Pro Tempore Hilton

#### **Appointed**

06-01-21  
06-01-21

### **[21] Legislative Ad Hoc Committee**

Established by Minute Order 02-16-21

Mayor Pro Tempore Dr. Hilton  
Councilmember Hicks

#### **Appointed**

12-03-24  
12-03-24

### **[22] City Hall/Community Center Renovation Ad Hoc Committee**

Established by Minute Order 01-26-21

Mayor Davis-Holmes  
Mayor Pro Tempore Hilton

#### **Appointed**

01-26-21  
01-26-21

### **[23] Economic Development/E-Commerce Ad Hoc Committee**

Established by Minute Order 03-02-21

Mayor Davis-Holmes  
Councilmember Hicks

#### **Appointed**

03-02-21  
03-02-21

### **[24] Conditional Use Permit Ad Hoc Committee**

Established by Minute Order 04-05-22

Mayor Davis-Holmes  
Mayor Pro Tempore Hilton

#### **Appointed**

04-05-22  
04-05-22

<p><b>[25] <u>Housing Ad Hoc Committee</u></b>  Established by Minute Order 03-16-21</p> <p>Mayor Pro Tempore Hilton  Councilmember Hicks</p>	<p><b><u>Appointed</u></b>  12-03-24  12-03-24</p>
<p><b>[26] <u>Diversity, Equity and Inclusion Ad Hoc Committee</u></b>  Established by Minute Order 09-07-21</p> <p>Mayor Pro Tempore Hilton  Councilmember Rojas</p>	<p><b><u>Appointed</u></b>  09-07-21  03-01-22</p>
<p><b>[27] <u>Standard Management Procedures and Special Events Ad Hoc Committee</u></b>  Established by Minute Order 01-04-22</p> <p>Mayor Davis-Holmes  Mayor Pro Tempore Hilton</p>	<p><b><u>Appointed</u></b>  01-04-22  01-04-22</p>
<p><b>[28] <u>Cell 2 Settlement Ad Hoc Committee</u></b>  Established by Minute Order 02-07-22 (Carson Reclamation Authority)</p> <p>Authority Chair Lula Davis-Holmes  Board Member Dianne Thomas</p>	<p><b><u>Appointed</u></b>  02-07-22  02-07-22</p>
<p><b>[29] <u>School Safety Ad Hoc Committee</u></b>  Established by Minute Order 02-15-22</p> <p>Mayor Pro Tempore Hilton  Councilmember Rojas  Captain Jones Norman</p>	<p><b><u>Appointed</u></b>  12-03-24  12-03-24  12-03-24</p>
<p><b>[30] <u>Carson Finance and Audit Committee</u></b>  Established by Minute Order 06-20-23</p> <p>Mayor Davis-Holmes  Councilmember Rojas</p>	<p><b><u>Appointed</u></b>  06-20-23  06-20-23</p>
<p><b>[31] <u>Short-Term Rentals Ad Hoc Committee</u></b>  Established by Minute Order 03-02-21  Established by Minute Order 10-03-23</p> <p>Mayor Davis-Holmes  Mayor Pro Tempore Hilton</p>	<p><b><u>Appointed</u></b>  10-03-23  10-03-23</p>
<p><b>[32] <u>Special Event Ad Hoc Committee</u></b>  Established by Minute Order 06-06-24</p> <p>Mayor Davis-Holmes  Mayor Pro Tempore Dr. Hilton</p>	<p><b><u>Appointed</u></b>  06-06-24  06-06-24</p>
<p><b>[33] <u>LA '28 Olympics Ad Hoc Committee</u></b>  Established by Minute Order 07-16-24</p> <p>Mayor Davis-Holmes  Mayor Pro Tempore Dr. Hilton</p>	<p><b><u>Appointed</u></b>  07-16-24  07-16-24</p>

**[34] Refinery Ad Hoc Committee**

Established by Minute Order 12-03-24

Mayor Davis-Holmes  
Councilmember Hicks

**Appointed**

12-03-24

12-03-24

**[35] Grocery Store Ad Hoc Committee**

Established by Minute Order 06-18-24

Mayor Pro Tempore Hilton            Member  
Councilmember Hicks                Member

**Appointed**

06-18-24

06-18-24

**[36] Gil Smith Memorial Ad Hoc Committee**

Established by Minute Order 01-07-25

Mayor Davis-Holmes  
Mayor Pro Tempore Dr. Hilton

**Appointed**

01-07-25

01-07-25

**VI. CITY AFFILIATED ORGANIZATIONS**

**[37] California Contract Cities Association**

Councilmember Hicks            Delegate  
Mayor Davis-Holmes            Alt.

**Appointed**

12-03-24

12-03-24

**[38] Clean Power Alliance**

Ord. No. 17-1633; LACCE Joint Powers Agreement (Authority)

Councilmember Hicks            Delegate  
Councilmember Rojas            Alt. 1  
Staff Member Reata Kulcsar      Alt. 2

**Appointed**

11-15-22

12-03-24

11-15-22

**[39] County of Los Angeles Public Library Commission**

Mayor Davis-Holmes            Delegate

**Appointed**

12-03-24

**[40] County Sanitation Districts of Los Angeles (Dist. No. 8)\***

Automatic designation of Mayor as Delegate per Health and Safety Code Section 4730. City Council as governing body, must select an alternate to act in place of presiding officer (Mayor) in absence, inability, or refusal to act.

Mayor Davis-Holmes            Delegate  
Mayor Pro Tempore Hilton      Alternate

**Appointed**

01-26-21

12-03-24

[41] **Greater Los Angeles County Vector Control District (Formerly SE Mosquito Abatement)\***

The District’s governing power is vested in its 35 members of the Board of Trustees. One trustee is appointed by each of the 34 cities and the County Board of Supervisors appoints one to represent unincorporated areas of Los Angeles County. To be appointed, the member must reside in and be a resident voter of the representative city (or county for county member) in the District. Board member duties and responsibilities include setting policy, establishing the budget, approving expenditures, and retaining legal counsel. The vector Trustee appointment and term are governed by the State Health and Safety Code and begin and end on the first Monday in January. Additionally, the State Health and Safety Code does not allow for alternate members to be appointed.

Councilmember Dear	Delegate	<b><u>Appointed</u></b>	<b><u>Term Expires</u></b>
		01-26-21 (effective 01-03-22)	01-05-26

**[42] 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.

Mayor Davis-Holmes	Delegate	<b><u>Appointed</u></b> 01-26-21
Mayor Pro Tempore Hilton	Alt.	01-23-24

**[43] League of California Cities**

Councilmember Rojas	Delegate	<b><u>Appointed</u></b> 03-01-22
Mayor Pro Tempore Hilton	Alt. 1	01-26-21
Mayor Davis-Holmes	Alt. 2	12-03-24

**[44] League of California Cities (Los Angeles Co. Division)**

Mayor Pro Tempore Hilton	Delegate	<b><u>Appointed</u></b> 12-03-24
Councilmember Rojas	Alt. 1	01-26-21
Mayor Davis-Holmes	Alt. 2	12-03-24



**[45] National League of Cities**

Councilmember Hicks	Delegate	<b><u>Appointed</u></b>
Councilmember Rojas	Alt. 1	01-26-21
Mayor Pro Tempore Hilton	Alt. 2	12-03-24
		12-03-24

**[46] South Bay Cities Council of Govts (Joint Powers Authority)**

Councilmember Hicks	Delegate	<b><u>Appointed</u></b>
Mayor Davis-Holmes	Alt.	01-26-21
		12-03-24

**[47] South Bay Workforce Investment Board**

		<b><u>Appointed</u></b>	<b><u>Term Expires</u></b>
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

**[48] Southern California Association of Governments (SCAG)**

Mayor Pro Tempore Hilton	Delegate	<b><u>Appointed</u></b>
Mayor Davis-Holmes	Alt. 1	01-26-21
Councilmember Rojas	Alt. 2	01-26-21
		12-03-24

**[49] U.S. Conference of Mayors**

Mayor Davis-Holmes	Delegate	<b><u>Appointed</u></b>
Councilmember Rojas	Alt. 1	01-26-21
Councilmember Hicks	Alt. 2	03-01-22
		01-26-21

**[50] West Basin Water Association**

Mayor Davis-Holmes	Delegate	<b><u>Appointed</u></b>
Councilmember Hicks	Alt.	12-03-24
		01-26-21



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File #:

Version:

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## Report to Honorable Mayor and City Council

Tuesday, February 18, 2025, 5:00 PM

DISCUSSION 26.

To: Honorable Mayor and City Council

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

Subject: INTRODUCTION AND FIRST READING OF ORDINANCE NO. 25-2504, ADDING CHAPTER 13 (ILLEGAL SPEED CONTESTS AND EXHIBITIONS OF SPEED) TO ARTICLE III (PUBLIC SAFETY) OF THE CARSON MUNICIPAL CODE TO PROHIBIT SPECTATORS AT ILLEGAL MOTOR VEHICLE SPEED CONTESTS OR EXHIBITIONS OF SPEED

### I. SUMMARY

It is recommended that the City Council of the City of Carson approve the introduction of an ordinance that would add Chapter 13 (Illegal Speed Contests and Exhibitions of Speed) to Article III (Public Safety) of the Carson Municipal Code to prohibit spectators at illegal motor vehicle speed contests and exhibitions of speed.

### II. RECOMMENDATION

INTRODUCE for first reading, by title only, Ordinance No. 25-2504, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, ADDING CHAPTER 13 (ILLEGAL SPEED CONTESTS AND EXHIBITIONS OF SPEED) TO ARTICLE III (PUBLIC SAFETY) OF THE CARSON MUNICIPAL CODE TO PROHIBIT SPECTATORS AT ILLEGAL MOTOR VEHICLE SPEED CONTESTS OR EXHIBITIONS OF SPEED."

### III. ALTERNATIVES

1. TAKE NO ACTION on the draft ordinance.
2. TAKE such action as the City Council deems appropriate consistent with the requirements of the law.

### IV. BACKGROUND

The City of Carson has experienced an increasing number of illegal street races and exhibitions of speed, frequently as part of what is commonly referred to as "sideshows" or "street takeovers," which have become a persistent issue in recent years. These activities occur on public streets and highways, creating significant risks to public safety, disrupting pedestrian and vehicular traffic, and contributing to hazardous driving behavior, particularly when participants flee from law enforcement.

California Vehicle Code Section 23109-23109.2 already prohibits motor vehicle speed contests and exhibitions of speed, and allows law enforcement officers to arrest participants and to remove and seize their vehicles pursuant to Vehicle Code Sections 22650 *et seq.* These State laws also prohibit obstructing or placing barricades to facilitate a motor vehicle speed contest or exhibition of speed, and allow for removal of vehicles used to do so.

Despite the ongoing law enforcement efforts to address and curtail such illegal activity under these State laws, the presence of spectators continues to fuel the problem, making it more difficult to deter these events. Spectators not only encourage illegal behavior but also contribute to making the events larger and more dangerous. These events frequently attract hundreds of individuals, including juveniles and adults from across Southern California, compounding the risks involved and interfering with law enforcement. State laws prohibit aiding and abetting, but do not expressly prohibit spectating at such events.

The growing trend of spectators and participants attending these events has created a need for local measures targeted at prohibiting spectators. As a result, the proposed ordinance aims to prohibit spectators, defined as an individual who is present (i.e., within a proximity of 500 feet), either on a public street or highway, or on private property open to the general public without the consent of the property owner/operator, at an illegal motor vehicle speed contest or exhibition of speed, or at a location where preparations are being made for such activities, for the purpose of viewing, observing, watching, or witnessing the event as it progresses. The term "spectator" includes any participant in the event or other individual present at the event without regard to how they arrived at the event.

The proposed ordinance would make it a crime for any individual to be present as a spectator at an illegal motor vehicle speed contest or exhibition of speed, or at a location where preparations (as defined in the proposed ordinance) as being made for the same. The proposed ordinance also provides that as an alternative to criminal prosecution, LASD or City code enforcement officers may issue administrative citations which shall be in the amount of \$2,000 per violation, unless a higher amount is set by resolution of the City Council per CMC 1203.3(d).

This measure is designed to reduce the number of individuals involved in these events and discourage the organization of future contests. By addressing illegal speed contests and exhibitions of speed in this manner, the City Council would show that it is seeking to deter and minimize the dangerous conditions created by these events.

The primary objective of this ordinance is to protect the health and safety of both pedestrians and motorists. The adoption of this ordinance will strengthen the City's efforts to address illegal speed contests and exhibitions of speed, improving public safety by reducing both the occurrence of these events and their dangerous effects on the community.

## **V. FISCAL IMPACT**

There is no fiscal impact to the City as a result of adopting this ordinance.

## **VI. EXHIBITS**

1. Ordinance No. 25-2504

## **Attachments**

[Ordinance No. 25-2504.pdf](#)

## **ORDINANCE NO. 25-2504**

### **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, ADDING CHAPTER 13 (ILLEGAL SPEED CONTESTS AND EXHIBITIONS OF SPEED) TO ARTICLE III (PUBLIC SAFETY) OF THE CARSON MUNICIPAL CODE TO PROHIBIT SPECTATORS AT ILLEGAL MOTOR VEHICLE SPEED CONTESTS OR EXHIBITIONS OF SPEED**

**WHEREAS**, the City Council of the City of Carson finds and declares that pursuant to California Vehicle Code (“CVC”) Section 23109(a)-(c), engaging and/or aiding and abetting in motor vehicle speed contests and exhibitions of speed conducted on public streets and highways is illegal; and

**WHEREAS**, CVC Section 23109.2 provides that whenever a peace officer determines that a person was engaged in a motor vehicle speed contest or exhibition of speed on a highway or in an offstreet parking facility, the peace officer may immediately arrest and take into custody that person and may cause the removal and seizure of the motor vehicle used in that offense pursuant to CVC Chapter 10 (commencing with Section 22650), and a motor vehicle that is so seized may be impounded for not more than 30 days; and

**WHEREAS**, CVC Section 23109(d) makes it unlawful for any person to, for the purpose of facilitating or aiding or as an incident to a motor vehicle speed contest or exhibition upon a highway or in an offstreet parking facility, in any manner obstruct or place a barricade or obstruction or assist or participate in placing a barricade or obstruction upon a highway or in an offstreet parking facility; and

**WHEREAS**, California Vehicle Code Section 22651(h)(1) authorizes a peace officer or a regularly employed and salaried employee who is engaged in directing traffic or enforcing parking laws and regulations of a city to remove a vehicle when the officer arrests a person driving or in control of a vehicle for an alleged offense, including a violation of CVC Section 23109(d); and

**WHEREAS**, streets, highways and intersections within the City of Carson have been the site of continuing and escalating illegal street racing and exhibitions of speed over the past several years and are frequently part of events commonly referred to as “sideshows” or “street takeovers”; and

**WHEREAS**, such street racing and exhibitions of speed threaten the health and safety of the public, interfere with pedestrian and vehicular traffic and create a public nuisance; and

**WHEREAS**, these illegal motor vehicle speed contests and exhibitions of speed create an environment where persons engage in automobile performance demonstrations and other activities that include dangerous driving behavior for the entertainment of participants and spectators as well as reckless driving when fleeing law enforcement; and

**WHEREAS**, these illegal motor vehicle speed contests and exhibitions of speed attract hundreds of juveniles and adults from all areas of southern California on a regular basis to participate or to be a spectator at these events; and

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**WHEREAS**, the City Council of the City of Carson finds it is necessary and appropriate to take steps to protect public health and safety of pedestrians and motorists in, about, or upon public streets and highways so as to minimize any dangerous conditions caused by illegal motor vehicle speed contests and exhibitions of speed.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA DOES ORDAIN AS FOLLOWS:**

**SECTION 1. RECITALS.** The foregoing recitals are true and correct, and are incorporated herein by this reference as findings of fact.

**SECTION 2. AMENDMENT.** A new Chapter 13 (Illegal Speed Contests and Exhibitions of Speed) is hereby added to Article III (Public Safety) of the Carson Municipal Code, to read in its entirety as follows:

**“CHAPTER 13  
ILLEGAL SPEED CONTESTS AND EXHIBITIONS OF SPEED**

**31300 Findings and Purpose.**

A. The streets within the City have been the site of continuing and escalating illegal street races over the past several years despite efforts of local law enforcement agencies to prevent and otherwise abate this illegal activity through the enforcement of existing traffic laws. Illegal motor vehicle speed contests and exhibitions of speed are fueled by the presence of spectators and create an environment in which these, as well as other, illegal activities can flourish. Therefore, the intent and purpose of this Chapter is to discourage and deter the presence of spectators at illegal motor vehicle speed contest or exhibition of speed events in the City. In discouraging spectators, the act of organizing and participating in such illegal street races will be discouraged.

B. This Chapter is intended to complement State law governing the regulation of speed contests or exhibitions of speed by prohibiting spectators at illegal motor vehicle speed contest or exhibition of speed events.

**31301 Definitions.**

The following words, terms and phrases, when used in this Chapter, shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

A. “City” means the City of Carson.

B. “Code Enforcement Officer” means any employee or agent of the City designated to enforce any provision of this Chapter.

C. “Driver” means any person who drives a motor vehicle.

D. “Highway” means a way or place of whatever nature, publicly maintained and open to the use of the public for purposes of vehicular travel. Highway includes street.

E. “Illegal motor vehicle speed contest or exhibition of speed” means any speed contest or exhibition of speed referred to in California Vehicle Code Section 23109, subsections (a) and/or (c).

F. “Motor vehicle” means a motor vehicle as defined in California Vehicle Code Section 415.

G. “Preparations” means preparations for an illegal motor vehicle speed contest or exhibition of speed, including, but not limited to, situations in which:

1. A group of motor vehicles or individuals has arrived at a location for the purpose of participating in or being spectators at the event;

2. A group of individuals has lined one or both sides of a public street or highway for the purpose of participating in or being a spectator at the events;

3. A group of individuals has gathered on private property open to the general public without the consent of the owner, operator, or agent thereof for the purpose of participating in or being a spectator at the event;

4. One or more individuals has impeded the free public use of a public street or highway by actions, words, or physical barriers for the purpose of conducting the event;

5. Two (2) or more motor vehicles have lined up with motors running for an illegal motor vehicle speed contest or exhibition of speed;

6. One (1) or more drivers is revving the engine or spinning the tires of a motor vehicle; or

7. An individual is stationed at or near one (1) or more motor vehicles serving as a race starter.

H. "Present" means within a proximity of five hundred (500) feet.

I. "Scene" refers to the location of an illegal motor vehicle speed contest or exhibition of speed or the location of preparations for same.

J. "Spectator" means any individual who is present, either on a public street or highway, or on private property open to the general public without the consent of the owner, operator, or agent thereof, at an illegal motor vehicle speed contest or exhibition of speed, or at a location where preparations are being made for such activities, for the purpose of viewing, observing, watching, or witnessing the event as it progresses. The term "spectator" includes any participant in the event or other individual present at the event without regard to whether the individual arrived at the event by driving a vehicle, riding as a passenger in a vehicle, walking, or arriving by some other means.

### **31302 Violation; Spectator at Illegal Motor Vehicle Speed Contest or Exhibition of Speed.**

#### **A. Violation.**

1. Any individual who is present as a spectator at an illegal motor vehicle speed contest or exhibition of speed is guilty of a misdemeanor, except as otherwise provided in subparagraph (3) below.

2. Any individual who is present as a spectator at a location where preparations are being made for an illegal motor vehicle speed contest or exhibition of speed is guilty of a misdemeanor, except as otherwise provided in subparagraph (3) below.

3. The City Attorney/City Prosecutor shall have the authority to prosecute any violation of this Section as an infraction in the interests of justice. Additionally, the court may determine that the offense is an infraction, in which the case shall proceed as if the defendant has been arraigned on an infraction complaint.

4. Nothing in this Section prohibits law enforcement officers or their agents from being spectators at illegal motor vehicle speed contests or exhibitions of speed in the course of their official duties.

B. Admissible Evidence. Notwithstanding any other provision of law, to prove a violation of this Section, admissible evidence may include, but is not limited to, any of the following:

1. The time of day;

2. The nature and description of the scene;
3. The number of people at the scene;
4. The location of the individual charged in relation to any individual or group present at the scene;
5. The number and description of motor vehicles at the scene;
6. That the individual charged drove, walked or was transported to the scene;
7. That the individual charged has previously participated in an illegal motor vehicle speed contest or exhibition of speed;
8. That the individual charged has previously aided and abetted an illegal motor vehicle speed contest or exhibition of speed;
9. That the individual charged has previously attended an illegal motor vehicle speed contest or exhibition of speed;
10. That the individual charged previously was present at a location where preparations were being made for an illegal speed contest or exhibition of speed or where an exhibition of speed or illegal motor vehicle speed contest was in progress.

### **31303 Nonexclusive remedy; Administrative Citations.**

This Chapter is not the exclusive regulation, remedy or penalty for participation in an illegal motor vehicle speed contest or exhibition of speed. It supplements and is in addition to the provisions of any and all other laws and regulations heretofore or hereafter enacted by the City, the State, or any other legal entity or agency having jurisdiction which may apply to a given act, including but not limited to California Vehicle Code Section 23109.2, California Vehicle Code Sections 22650 *et seq.*, and California Penal Code Section 594. As an alternative to, or in addition to, a misdemeanor or infraction prosecution as referenced in Section 31302, and without the need for any conviction pursuant thereto, Code Enforcement Officers have the authority to cite spectators with administrative citations pursuant to Chapter 2.5 of Article 1 of this Code for violations of this Chapter, except that the fines pursuant to administrative citations for violations of this Chapter shall be assessed in the amount of two thousand dollars (\$2,000) per violation, unless a higher amount is set by resolution of the City Council pursuant to CMC 1202.3(d). For the avoidance of doubt, if any person damages City property while driving in or being present as a spectator at an illegal motor vehicle speed contest or exhibition of speed, the City shall have all rights and remedies available to it under applicable law to hold such



person responsible for and otherwise redress such damage in addition to any and all rights and remedies available to the City pursuant to this Chapter.

### **31304 Severability.**

If any section, subsection, sentence, clause, phrase, or portion of this Chapter is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions thereof may be declared invalid or unconstitutional.”

**SECTION 3. SEVERABILITY.** If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions thereof may be declared invalid or unconstitutional.

**SECTION 4. EFFECTIVE DATE.** This ordinance shall be in full force and effect thirty (30) days after its adoption.

**SECTION 5. CERTIFICATION.** The City Clerk shall certify to the adoption of this ordinance, and shall cause the same to be posted and codified in the manner required by law.

**PASSED, APPROVED and ADOPTED** at a regular meeting of the City Council on this \_\_\_\_ day of \_\_\_\_\_, 2025.

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Lula Davis-Holmes, Mayor

ATTEST:

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Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:

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Sunny K. Soltani, City Attorney

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