** Revised **

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

**TUESDAY, MARCH 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

***"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 or on Youtube: 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. 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, MARCH 18, 2025**

**ROLL CALL (CITY CLERK)**

**FLAG SALUTE**

**INVOCATION (Item 1)**

**1. BISHOP TERRY LOVELL BROWN SR. FROM JUDSON BAPTIST CHURCH**

**CLOSED SESSION (Items 2-4)**

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

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

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

**2. CONFERENCE WITH 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.

**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 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.

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

— A closed session will be held, pursuant to Government Code Section 54956.9(a), to confer with legal counsel regarding ongoing litigation to which the City is a party. The title of such litigation is as follows: Brandi Lewin v. City of Carson, Los Angeles Superior Court Case no. 24CMSC00943

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

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

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

## REPORT ON CLOSED SESSION ACTIONS (CITY ATTORNEY)

## INTRODUCTIONS (MAYOR) (Item 5)

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

## PRESENTATIONS (Items 6-9)

**6. UPDATE FROM SENIOR CITIZENS ADVISORY COMMISSION**

**7. PROCLAMATIONS RECOGNIZING MARCH AS KIDNEY AWARENESS MONTH**

**8. CERTIFICATES OF RECOGNITION IN HONOR OF WOMEN’S HISTORY MONTH**

**9. CERTIFICATE OF APPRECIATION TO THE WINNER OF THE RISING STAR COMPETITION**

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

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

## APPROVAL OF MINUTES (Item 10)

**10. APPROVAL OF THE FOLLOWING CARSON CITY COUNCIL-SUCCESSOR AGENCY-HOUSING AUTHORITY MINUTES: MARCH 4, 2025 AND FEBRUARY 26, 2025 (CITY COUNCIL)**

RECOMMENDED ACTION

— APPROVE the minutes as listed.

## CONSENT (Items 11-27)

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.

**11. CONSIDER A REPORT ON ALL INTRADEPARTMENTAL BUDGET TRANSFERS APPROVED UNDER THE CITY MANAGER OR DESIGNEE AUTHORITY FOR THE MONTH OF FEBRUARY 2025 PER ORDINANCE 24-2401 (CITY COUNCIL)**

RECOMMENDED ACTION

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

**12. CONSIDER A REPORT OF ALL CITY CONTRACTS APPROVED UNDER CITY MANAGER OR DESIGNEE AUTHORITY FOR THE PERIOD FEBRUARY 1, 2025 THROUGH FEBRUARY 28, 2025 PURSUANT TO CMC SECTION 2607 (CITY COUNCIL)**

RECOMMENDED ACTION

— 1. RECEIVE and FILE this report.

**13. CONSIDER APPROVING AMENDMENT NO. 3 OF THE AGREEMENT WITH BRI CONSULTING GROUP, INC. TO PROVIDE AUDIT SERVICES FOR THE OIL INDUSTRY BUSINESS LICENSE TAX (CITY COUNCIL)**

RECOMMENDED ACTION

— 1. APPROVE Amendment No. 3 to Agreement for Contract Services by and between the City of Carson and BRI Consulting Group Inc. to increase the contract sum to $1,000,946.95 and extend the term to March 31, 2028

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

**14. CONSIDER ADOPTING RESOLUTION NO. 25-036, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $4,242,345.49, DEMAND CHECK NUMBERS 177867 THROUGH 178050 AND 234 THROUGH 234 FOR GENERAL DEMAND (CITY COUNCIL)**

RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Resolution No. 25-036, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $4,242,345.49, DEMAND CHECK NUMBERS 177867 THROUGH 178050 AND 234 TO 234 FOR GENERAL DEMAND".

**15. CONSIDER ADOPTING RESOLUTION NO. 25-04-CHA, A RESOLUTION OF THE CARSON HOUSING AUTHORITY RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $23,539.26, DEMAND CHECK NUMBERS HA-002035 THROUGH HA-002041 (CITY COUNCIL)**

RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Resolution No. 25-04-CHA, "A RESOLUTION OF THE CARSON HOUSING AUTHORITY RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $23,539.26, DEMAND CHECK NUMBERS HA-002035 THROUGH HA-002041".

**16. CONSIDER ADOPTING RESOLUTION NO. 25-03-CSA, A RESOLUTION OF THE CARSON SUCCESSOR AGENCY CLAIMS AND DEMANDS IN THE AMOUNT OF $15,918.09, DEMAND CHECK NUMBERS SA-001944 THROUGH SA-001948 (CITY COUNCIL)**

RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Resolution NO. 25-03-CSA, "A RESOLUTION OF THE CARSON SUCCESSOR AGENCY CLAIMS AND DEMANDS IN THE AMOUNT OF $15,918.09, DEMAND CHECK NUMBERS SA-001944 THROUGH SA-001948".

**17. CONSIDER AWARD OF A CONSTRUCTION CONTRACT TO HP COMMUNICATIONS, INC. FOR PROJECT NO. 1797: CITYWIDE MUNICIPAL FIBER OPTIC NETWORK UTILITY UNDERGROUNDING AND EXCAVATION CONSTRUCTION PHASE I. (CITY COUNCIL)**

RECOMMENDED ACTION

— 1. AWARD a construction contract for Project No. 1797: Citywide Municipal Fiber Optic Network Phase I not to exceed the amount of $26,919,708.50, to the lowest responsive and responsible bidder, HP Communications, Inc.

— 2. AUTHORIZE the Mayor to execute the contract with HP Communications, Inc. after approval as to form by the City Attorney.

**18. CONSIDER APPROVING RESOLUTION NO. 25-030 AUTHORIZING SUBMITTAL OF APPLICATIONS AND DECLARING THE CITY'S INTENTION TO APPLY FOR SOCIAL AND ENVIRONMENTAL ENTREPRENEURS, INC'S EPA EJ THRIVING COMMUNITIES SUBGRANT (CITY COUNCIL)**

RECOMMENDED ACTION

— WAIVE further reading and ADOPT Resolution No. 25-030, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AUTHORIZING SUBMITTAL OF APPLICATIONS AND DECLARING THE CITY'S INTENTION TO APPLY FOR SOCIAL AND ENVIRONMENTAL ENTREPRENEUR'S(SEE), INC'S EPA EJ THRIVING COMMUNITIES SUBGRANT

**19. CONSIDER THE CARSON HOUSING AUTHORITY'S ANNUAL REPORT AS REQUIRED BY STATE SENATE BILL 341 (HOUSING AUTHORITY)**

RECOMMENDED ACTION

— 1. RECEIVE and FILE.

**20. CONSIDER RESOLUTION NO. 25-037 APPROVING THE SUCCESSOR MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CARSON AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME) FULL-TIME UNION, LOCAL 809 (CITY COUNCIL)**

RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Resolution No. 25-037, " A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, APPROVING THE UPDATED SUCCESSOR MEMORANDUM OF UNDERSTANDING (WITH UPDATED SALARY TABLE) BETWEEN THE CITY OF CARSON AND THE AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES UNION (AFSCME), LOCAL 809 FOR THE PERIOD OF JULY 1, 2024 THROUGH JUNE 30, 2027."

**21. CONSIDER MONTHLY INVESTMENT AND CASH REPORT FOR THE CITY OF CARSON, CARSON HOUSING AUTHORITY, CARSON SUCCESSOR AGENCY-MONTH ENDING FEBRUARY 28, 2025 (CITY COUNCIL)**

RECOMMENDED ACTION

— RECEIVE AND FILE

**22. CONSIDER APPROVING THE PURCHASE OF TWENTY-SIX (26) GRIZZLY ADJUSTABLE BASKETBALL COURT SYSTEMS THROUGH A PURCHASE AGREEMENT WITH BSN SPORTS, LLC, AND A PUBLIC WORKS CONTRACT WITH BSN SPORTS, LLC TO REMOVE AND DISPOSE OF THE OLD SYSTEMS AND INSTALL THE NEW ADJUSTABLE GRIZZLY COURT SYSTEMS AT CARSON, CALAS, DOLPHIN, DOMINGUEZ, HEMINGWAY, VETERANS AND STEVENSON PARKS (CITY COUNCIL)**

RECOMMENDED ACTION

— 1. WAIVE the formal bidding procedures as defined by the Carson Municipal Code (CMC) Section 2610, and APPROVE the Purchase Agreement with BSN Sports, LLC, an authorized dealer, for the purchase of twenty-six (26) Grizzly Adjustable Basketball Court Systems and additional accessories for a total not-to-exceed cost of $133,864.49 (Exhibit No. 1; "Purchase Agreement"), utilizing the cooperative purchasing bidding exemption pursuant to CMC 2611(g) and Omnia Partners cooperative purchasing agreement #R201101 for purposes of compliance with the bidding requirements of the purchasing ordinance;

— 2. APPROVE the proposed Public Works Agreement with BSN Sports, LLC for a total not-to-exceed Contract Sum of $74,995.00 (Exhibit No. 2; "Public Works Agreement"); and

— 3. AUTHORIZE Mayor to execute the Purchase Agreement and the Public Works Agreement, following approval as to form by the City Attorney.

**23. CONSIDER APPROVING A CONTRACT WITH ED'S FENCING, INC. TO REPLACE THE TENNIS COURT FENCING AT DOLPHIN PARK (CITY COUNCIL)**

RECOMMENDED ACTION

— 1. APPROVE the proposed Public Works Agreement with Ed's Fencing, Inc. for a total not to exceed Contract Sum of $59,970.00 (Exhibit No. 1).

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

**24. CONSIDER APPROVAL OF AMENDMENT NO. 2 TO EXTEND THE AGREEMENT WITH LYFT, INC. FOR SUBSIDIZED LYFT RIDES BY ONE ADDITIONAL YEAR (CITY COUNCIL)**

RECOMMENDED ACTION

— 1. APPROVE Amendment No. 2 to the Agreement with Lyft, Inc.

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

**25. CONSIDER APPROVAL OF FINAL PARCEL MAP NO.84441: A SUBDIVISION OF ONE PARCEL INTO TWO PARCELS LOCATED AT 101 & 107 EAST CARSON STREET (CITY COUNCIL).**

RECOMMENDED ACTION

— 1. APPROVE Parcel Map No. 84441 for a lot split for commercial purposes located at 101 & 107 East Carson Street.

— 2. MAKE the findings listed in the body of this report.

— 3. INSTRUCT the City Clerk to endorse the certificate that embodies the approval of said Parcel Map on the face of Parcel Map No. 84441.

**26. CONSIDER APPROVAL OF PURCHASE AGREEMENT WITH PB LOADER CORPORATION FOR THE PURCHASE OF ONE (1) NEW 2025 FORD F750 WATER TRUCK FOR THE DEPARTMENT OF PUBLIC WORKS, TREE MAINTENACE SECTION (CITY COUNCIL)**

RECOMMENDED ACTION

— 1. APPROVE the Purchase Agreement with PB Loader Corporation and issue a Purchase Order in the amount of $154,840.00 for the purchase of one new 2025 Ford F-750 water truck through Sourcewell Contract #080521-PBL (Exhibit No. 1).

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

**27. CONSIDER APPROVAL OF CONTRACT SERVICES AGREEMENT WITH TOOLE DESIGN GROUP TO PREPARE BICYCLE MASTER PLAN FOR PROJECT NO. 1785: BICYCLE MASTER PLAN (CITY COUNCIL)**

RECOMMENDED ACTION

— 1. APPROVE a Contract Services Agreement with Toole Design Group for Project No. 1785: Bicycle Master Plan for a not-to-exceed amount of $851,948.52.

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

— 3. ADOPT Resolution 25-034, A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2024 -25 BUDGET IN THE GENERAL FUND AND SPECIAL REVENUE FUNDS.

## SPECIAL ORDERS OF THE DAY (Item 28)

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.

**28. PUBLIC HEARING ON THE 2025-2029 HOUSING AND URBAN DEVELOPMENT (HUD) FIVE-YEAR CONSOLIDATED PLAN, 2025-2029 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ANNUAL ACTION PLAN (AAP)**

RECOMMENDED ACTION

— 1. OPEN the public hearing, TAKE public testimony, and CONTINUE the Public Hearing until May 6, 2025.

— 2. ALLOCATE CDBG funding for FY 2025/26 (Planning Year 2025).

— 3. AUTHORIZE the Mayor to execute agreements with the public service providers as designated by City Council following negotiation and approval as to form by the City Attorney.

— 4. APPROVE the proposed FY 2025/26 (PY2025) CDBG budget.

— 5. APPROVE the submission of the City’s 2025-2029 Five-Year Consolidated Plan, 2025-2026 Annual Action Plan, and Citizen Participation Plan to the U. S. Department of Housing and Urban Development.

## DISCUSSION (Item 29)

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

RECOMMENDED ACTION

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

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

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

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

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

**ORDINANCE SECOND READING (Items 30-31)**

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**30. SECOND READING AND ADOPTION OF ORDINANCE NO. 25-2507, AMENDING CHAPTER 1 (FIRE PREVENTION) OF ARTICLE III (PUBLIC SAFETY) OF THE CARSON MUNICIPAL CODE TO PROHIBIT THE SALE, USE AND DISCHARGE OF ALL FIREWORKS IN THE CITY OF CARSON, EXCEPT FOR PERMITTED PUBLIC DISPLAYS PURSUANT TO THE EXISTING REGULATIONS OF CARSON MUNICIPAL CODE SECTION 3101.9 (CITY COUNCIL)**

RECOMMENDED ACTION

— 1. CONDUCT a Second reading by title only and with full reading waived; and

— 2. ADOPT Ordinance No. 25-2507, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING SECTIONS 3101.0 (FIREWORKS), 3101.8 (STORAGE OF FIREWORKS), AND 3101.10 (VIOLATIONS OF FIREWORKS REGULATIONS) OF CHAPTER 1 (FIRE PREVENTION) OF ARTICLE III (PUBLIC SAFETY) OF THE CARSON MUNICIPAL CODE; AND REPEALING SECTIONS 3101.1 (FIREWORKS – SALE OF – PERMIT REQUIRED), 3101.2 (PERSONS ELIGIBLE), 3101.3 (APPLICATION REQUIREMENTS), 3101.4 (ISSUANCE OF PERMIT), 3101.5 (GENERAL PROVISIONS), 3101.6 (REGULATIONS FOR TEMPORARY STANDS), AND 3101.7 (WHOLESALE PERMIT) OF CHAPTER 1 (FIRE PREVENTION) OF ARTICLE III (PUBLIC SAFETY) OF THE CARSON MUNICIPAL CODE TO PROHIBIT THE SALE, USE AND DISCHARGE OF ALL FIREWORKS IN THE CITY OF CARSON, EXCEPT FOR PERMITTED PUBLIC DISPLAYS PURSUANT TO THE EXISTING REGULATIONS OF CARSON MUNICIPAL CODE SECTION 3101.9"

**31. CONSIDER SECOND READING AND ADOPTION OF ORDINANCE NO. 25-2506 APPROVING (1) AN ADDENDUM TO THE 2040 GENERAL PLAN UPDATE ENVIRONMENTAL IMPACT REPORT WITH RESPECT TO DEVELOPMENT AGREEMENT NO. 2-24, AND (2) DEVELOPMENT AGREEMENT NO. 2-24, AN AMENDMENT TO DEVELOPMENT AGREEMENT NO. 27-21 BETWEEN THE CITY OF CARSON AND 21611 PERRY STREET LLC, FOR A PROPOSED 62-UNIT RESIDENTIAL TOWNHOME CONDOMINIUM DEVELOPMENT AS AN ALTERNATIVE TO A SELF-STORAGE FACILITY AT 21611 PERRY STREET (CITY COUNCIL).**

RECOMMENDED ACTION

— CONDUCT a Second Reading, by title only and with full reading waived, and ADOPT Ordinance No. 25-2506, "AN UNCODIFIED ORDINANCE OF THE CITY OF CARSON, CALIFORNIA, APPROVING (1) AN ADDENDUM TO THE 2040 GENERAL PLAN UPDATE ENVIRONMENTAL IMPACT REPORT WITH RESPECT TO DEVELOPMENT AGREEMENT NO. 2-24, AND (2) DEVELOPMENT AGREEMENT NO. 2-24, AN AMENDMENT TO DEVELOPMENT AGREEMENT NO. 27-21 BETWEEN THE CITY OF CARSON AND 21611 PERRY STREET LLC, FOR A PROPOSED 62-UNIT RESIDENTIAL TOWNHOME CONDOMINIUM DEVELOPMENT AS AN ALTERNATIVE TO A SELF-STORAGE FACILITY AT 21611 PERRY STREET".

## MEMORIAL ADJOURNMENTS

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

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

## COUNCIL MEMBER REQUESTS TO ADD ITEMS TO FUTURE AGENDAS

## ORAL COMMUNICATIONS (COUNCIL MEMBERS)

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

## RECESS TO CLOSED SESSION

## RECONVENE TO OPEN SESSION

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

## ADJOURNMENT

*Date Posted: March 13, 2025*

**File #:** **Version:**

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

Tuesday, March 18, 2025, 5:00 PM

APPROVAL OF MINUTES 10.

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: MARCH 4, 2025 AND FEBRUARY 26, 2025 (CITY COUNCIL)

## I. SUMMARY

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

- Tuesday, March 4, 2025 (Regular)
- Wednesday, February 26, 2025 (Special)

## II. RECOMMENDATION

APPROVE the minutes as listed.

## III. ALTERNATIVES

None.

## IV. BACKGROUND

None.

## V. FISCAL IMPACT

None.

## VI. EXHIBITS

1. Minutes, March 4, 2025 (Regular)
2. Minutes, February 26, 2025 (Special)

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

**Attachments**

Minutes - CC Reg Mtg 03-04-2025.pdf
Minutes - 02-26-25 - CC Special Mtg.pdf

# CITY OF CARSON

# MINUTES

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

## CALL TO ORDER: CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY/PUBLIC FINANCING AUTHORITY TUESDAY, MARCH 4, 2025

The meeting was called to order at 5:04 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 with pre-recorded opening remarks of 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; Josh Boudreaux, Director of Human Resources; and Nora Garcia, Director of Public Safety

## FLAG SALUTE

The Flag Salute was heard after the Invocation.

Council Member/Agency Member/Authority Board Member Cedric Hicks, Sr. led the pledge of Allegiance.

## INVOCATION (Item 1)

1. **PASTOR HAROLD MITCHELL, GREATER EMANUAL BAPTIST CHURCH** - 5:07 PM

   Pastor Harold Mitchell gave the invocation.

## CLOSED SESSION (Items 2-6)

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 negotiators, regarding labor negotiations with AME, CPSA, AFSCME Local 809 and 1017 as well as Unclassified Management.

ACTION: No reportable action.

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 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: Not considered.

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

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

ACTION: No reportable action.

5. 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: PHILLIPS 66 v. CITY OF CARSON, LOS ANGELES SUPERIOR COURT CASE NO. 23STCV14355.

ACTION: No reportable action.

6. 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: Tesoro Refining & Marketing Company et al. v. City of Carson, Case # B335686.

ACTION: No reportable action.

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

None.

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

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

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

The meeting was recessed at 5:10 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 - ANTICIPATED LITIGATION (CITY COUNCIL)**- 6:02 PM

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

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

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

The meeting was reconvened at 6:17 P.M. by Mayor/Agency Chairman/Authority Chairman Davis-Holmes.

## REPORT ON CLOSED SESSION ACTIONS (CITY ATTORNEY)

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

## INTRODUCTIONS (MAYOR) (Items 7-8)

**7. REPORT FROM CAPTAIN NORMAN OF CARSON SHERIFF'S STATION**- 6:20 PM

Captain Norman introduced her new Operations Lieutenant Annie Walters. She will serve as second in command and Acting Captain when Captain Norman is not available. Operations Lieutenant Annie Walters offered comments.

Captain Norman summarized the recent law enforcement activities and crime statistics.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes thanked Captain Norman for being visible attending city events.

Council Member/Agency Member/Authority Board Member Dear thanked the captain and her officers, staff and acknowledged the new Operation Lieutenant. He asked Captain Norman if she would be present for the fireworks item and responded in the affirmative.

City Clerk/Agency Secretary/Authority Secretary, Dr. Bradshaw clarified that there was a revised agenda and the fireworks item is Item No. 28.

**8. REPORT FROM ASSISTANT CHIEF KANE OF LOS ANGELES COUNTY FIRE** - 6:26 PM

Assistant Chief Brian Kane summarized the Public Safety Report for the month of February.

Council Member/Agency Member/Authority Board Member Dear thanked Assistant Chief Kane and his team for their service.

Council Member/Agency Member/Authority Board Member Rojas thanked the Fire Department, team, and staff for all the work they continue to do over the last several months and keeping everyone safe.

## PRESENTATIONS (Items 9-10)

**9. PROCLAMATIONS RECOGNIZING MARCH AS WOMENS HISTORY MONTH** - 6:28 PM

The Mayor and City Council recognized and presented a proclamation each to the following First Ladies of Carson churches:

- Dr. Dretona T. Maddox of Ekklesia of Christ Apostolic Inc.
- Robin Tucker of Truth and Love Christian Church
- Myra Haygood of Metropolitan Church of Christ
- Dianne Shober of Carson Hope Community Church
- Pastor Delores Mueller of Believers Victory International Church
- Andrea Ealey of Prevailing in Christ Ministries
- Glenda Marie Gordon of Family of Faith Christian Center
- Cleo Cook of First Lutheran Church of Carson
- Marian Alexander of Carson Christian Church

Photos were taken. The Mayor and City Council acknowledged the Pastors of the Carson churches.

**10. UPDATE FROM WOMEN'S ISSUES COMMISSION**- 6:58 PM

Carolyn Foster, Chair of the Women's Issues Commission, noted the following:

- Consists of nine commissioners and three alternates
- Meet the 4th Monday of each month at 6:00 P.M. in the City Manager's Conference Room at Carson City Hall; go dark in August and December.
- Announced activities
- Met with the California State University Dominguez Hills (CSUDH) Directors of the Women's Resources and Black Resource Centers on campus.
- Resource guide
- 8-question Community Survey for the women in Carson
- Upcoming activities

Mayor/Agency Chairman/Authority Chairman Davis-Holmes informed Chair Carolyn Foster that there is a budget for the commission effective two weeks ago and to contact the City Manager.

Chair Foster recognized the following Women's Issues Commissioners who were attendance this evening: Dr. Greta Price, Fe Koons, and Sheila Tresvant.

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

This item was heard after approval of the Consent items.

The following individuals offered comments regarding Item No. 28.

Fred Docdocil representing Knights of Columbus Council 7116 and Filipino Community of Carson - oppose

Kay Wheeler representing Carson High School Booster Club - oppose

Valerie George representing Carson Christian Center and Harbor Community Church of God - oppose

Freddie Gomez - oppose

Connie Secules, Treasurer for Carson High School Booster Club - oppose

Emanuel Eneiso, recent graduate from CSUDH and Alumni Advisory Board for Sigma Pi Fraternity - oppose

Bryant Plasencia, Chapter Advisor for Sigma Pi Fraternity at CSUDH - oppose

Mike Wilson, Public Safety Commissioner and retired Captain with the Los Angeles County Fire Department - support

Pastor John Shober, representing Carson Hope Community Church - oppose

Dianne Thomas - support

Virgil Tolentino - Kayumanggi Lions Club - oppose

Randy Brown, retired firefighter with the Los Angeles County Fire Department - support

Marian Alexander - oppose

Mayor/Agency Chairman/Authority Chairman Davis-Holmes shared a video regarding fireworks.

**APPROVAL OF MINUTES (Item 11)**

Item No. 11 was heard after Item No. 10.

**11. APPROVAL OF THE FOLLOWING CARSON CITY COUNCIL-SUCCESSOR AGENCY-HOUSING AUTHORITY MINUTES: FEBRUARY 18, 2025 (CITY COUNCIL)**- 7:04 PM

RECOMMENDED ACTION

— APPROVE the minutes as listed.

**Motion to approve submitted by Jim Dear seconded by Cedric L. Hicks, Sr. resulting in 4-0-1-0-0 Abstained by Dr. Jawane Hilton**

**CONSENT (Items 12-24)**

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

Mayor/Agency Chairman/Authority Chairman Davis-Holmes requested to remove Items No. 20 and 22 for a report.

Consent items were heard again after Item No. 28.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes requested to remove Items No. 21 and 23 for discussion and inadvertently requested to remove Items No. 20 and 22.

Consent Item No. 20 was approved on motion of Mayor Lula Davis-Holmes, seconded by Cedric Hicks, Sr. resulting in 5-0-0-0-0.

Consent Item No. 22 was approved on motion of Jim Dear, seconded by Cedric Hicks, Sr. resulting in 5-0-0-0-0.

**12. CONSIDER ADOPTING RESOLUTION NO. 25-027, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $6,592,640.15, DEMAND CHECK NUMBERS 229, 177555 THROUGH 177866 FOR GENERAL DEMAND AND THE AMOUNT OF $57,147.50, CHECK NUMBERS 1292 THROUGH 1293 FOR CO-OP AGREEMENT DEMANDS (CITY COUNCIL)**- 7:05 PM

RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Resolution No. 25-027, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $6,592,640.15, DEMAND CHECK NUMBERS 229, 177555 THROUGH 177866 FOR GENERAL DEMAND AND THE AMOUNT OF $57,147.50, CHECK NUMBERS 1292 THROUGH 1293 FOR CO-OP AGREEMENT DEMANDS".

ACTION: Item No. 12 was approved on Consent.

**13. CONSIDER AN UPDATE ON CITY COMMISSIONS (CITY COUNCIL)**- 7:05 PM

RECOMMENDED ACTION

— RECEIVE and FILE this report.

ACTION: Item No. 13 was approved on Consent.

**14. CONSIDER AN UPDATE ON CITY PROJECTS (CITY COUNCIL)**- 7:05 PM

RECOMMENDED ACTION

— RECEIVE and FILE this report.

ACTION: Item No. 14 was approved on Consent.

**15. CONSIDER APPROVAL OF SETTLEMENT AGREEMENT BETWEEN CITY OF CARSON AND PHILLIPS 66 COMPANY TO RESOLVE A MATTER OF PENDING LITIGATION; PHILLIPS 66 v. CITY OF CARSON, LOS ANGELES SUPERIOR COURT CASE NO. 23STCV14355 (CITY COUNCIL)**- 7:05 PM

RECOMMENDED ACTION

— 1. APPROVE the Settlement Agreement Between City of Carson and Phillips 66 Company; and

— 2. AUTHORIZE the Mayor to execute the Settlement Agreement and any related documents necessary to fully and resolve the contract dispute.

ACTION: Item No. 15 was approved on Consent.

**16. CONSIDER APPROVAL OF THE SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS BETWEEN ALESSANDRO GRIPPO AND CITY OF CARSON (CITY COUNCIL)**- 7:05 PM

RECOMMENDED ACTION

— 1. APPROVE the Settlement Agreement and Release of All Claims between ALESSANDRO GRIPPO and City of Carson

— 2. AUTHORIZE City Manager to execute the Agreement

ACTION: Item No. 16 was approved on Consent.

**17. CONSIDER MONTHLY INVESTMENT AND CASH REPORT FOR THE CITY OF CARSON, CARSON HOUSING AUTHORITY, CARSON SUCCESSOR AGENCY-MONTH ENDING JANUARY 31, 2025 (CITY COUNCIL)**- 7:05 PM

RECOMMENDED ACTION

— RECEIVE and FILE

ACTION: Item No. 17 was approved on Consent.

**18. CONSIDER APPROVAL OF CONTRACT AMENDMENT NO 1. FOR SOFTWARE DEVELOPMENT SERVICES. (CITY COUNCIL)**- 7:05 PM

RECOMMENDED ACTION

— 1. APPROVE Amendment No. 1 to Agreement with Cheng-Wei Pong DBA Pong Consulting for Software Development Services, for an increased amount not to exceed of $69,960, increasing the total contract sum to $133,800.00; and

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

ACTION: Item No. 18 was approved on Consent.

**19. CONSIDER APPROVING THE PARTICIPATION AGREEMENTS FOR THE CLEAN POWER ALLIANCE'S REACH CODE PROGRAMS FOR BUILDING AND TRANSPORTATION ELECTRIFICATION PROGRAM FOR NEW CONSTRUCTION AND EXISTING BUILDINGS (CITY COUNCIL)**- 7:05 PM

RECOMMENDED ACTION

— 1. APPROVE the Participation Agreements with Clean Power Alliance to allow enrollment in the Clean Power Alliance Reach Code Program for Building and Transportation Electrification, applicable to both new construction and existing buildings.

— 2. AUTHORIZE the City Manager to execute the agreements and any related documents subject to approval as to form by the City Attorney.

ACTION: Item No. 19 was approved on Consent.

**20. CONSIDER APPROVAL OF A REVISED GRANT OF EASEMENT TO SOUTHERN CALIFORNIA EDISON COMPANY AT CARRIAGE CREST PARK LOCATED AT 23800 FIGUEROA STREET, CARSON, CA 90745 FOR THE PURPOSE OF PROVIDING ELECTRICAL POWER TO VEHICLE CHARGING STATIONS (CITY COUNCIL)**- 7:58 PM

RECOMMENDED ACTION

— 1. APPROVE a Grant of Easement to Southern California Edison Company for the purpose of providing electrical power to vehicle charging stations.

— 2. AUTHORIZE the Mayor to execute a Grant of Easement to Southern California Edison Company.

ACTION: Item No. 20 was approved on Consent.

**21. CONSIDER UPDATE ON ALAMEDA STREET REPAIRS BY CALTRANS (CITY COUNCIL)**- 8:00 PM

**** Item was Removed from Consent**

RECOMMENDED ACTION

— RECEIVE and FILE

Item No. 21 was heard after approval of Item No. 22.

Assistant City Manager John Raymond gave a report.

Council Member/Agency Member/Authority Board Member Hicks, Sr. requested staff to notify the residents of the improvements that will be occurring in their neighborhood.

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

**22. CONSIDER THE APPROVAL OF RESOLUTION NO. 25-029, AUTHORIZING THE SUBMITTAL OF AN APPLICATION TO THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT FOR FUNDING UNDER THE CAL HOME PROGRAM (CITY COUNCIL)**- 7:59 PM

RECOMMENDED ACTION

— 1. WAIVE FURTHER READING AND ADOPT RESOLUTION NO. 25-029, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AUTHORIZING THE CITY MANAGER AND/OR DESIGNEE TO APPLY FOR A GRANT FROM THE STATE OF CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT CALHOME PROGRAM OF 2025"

ACTION: Item No. 22 was approved on Consent.

**23. CONSIDER APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATE, AND RECORDING A "NOTICE OF EXEMPTION" IN THE OFFICE OF THE LOS ANGELES COUNTY CLERK AND WITH THE STATE CLEARING HOUSE FOR PROJECT NO. 1608 (MLK JR. STREET IMPROVEMENT PROJECT), PURSUANT TO SECTION 15301 OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT GUIDELINES (CITY COUNCIL)**- 8:04 PM

**** Item was Removed from Consent**

RECOMMENDED ACTION

— 1. APPROVE Plans, Specifications, and Estimate for Project No. 1608 - MLK Street Rehabilitation Project from Main Street to Avalon Boulevard

— 2. AUTHORIZE staff to advertise the work and call for construction bids for Project No. 1608: MLK Street Rehabilitation Project from Main Street to Avalon Boulevard

— 3. MAKE the California Environmental Quality Act finding that the proposed Project No. 1608: MLK Jr. Street Rehabilitation project from Main Street to Avalon Boulevard categorically exempt pursuant to Section 15301 of the California Environmental Quality Act guidelines

— 4. AUTHORIZE staff to record the "Notice of Exemption" in the office of the Los Angeles County Clerk and with the State Clearing House at the Governor's Office of Planning and Research for Project No. 1608: MLK Street Rehabilitation Project from Main Street to Avalon Boulevard

Item No. 23 was heard after Item No. 28 was heard again.

Council Member/Agency Member/Authority Board Member Hicks, Sr. asked for an update.

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

**Motion To Approve submitted by Mayor Lula Davis-Holmes seconded by Jim Dear resulting in 5-0-0-0-0**

**24. CONSIDER APPROVAL OF FINAL PARCEL MAP NO. 82951: A SUBDIVISION OF ONE PARCEL INTO TWO PARCELS LOCATED AT 22511 SOUTH FIGUEROA STREET (CITY COUNCIL)** - 7:05 PM

RECOMMENDED ACTION

— 1. APPROVE Parcel Map No. 82951 for a lot split for residential purposes located at 22511 South Figueroa Street.

— 2. MAKE the findings listed in the body of this report.

— 3. INSTRUCT the City Clerk to endorse the certificate that embodies the approval of said Parcel Map on the face of Parcel Map No. 82951

ACTION: Item No. 24 was approved on Consent.

## SPECIAL ORDERS OF THE DAY (Items 25-26)

**25. PUBLIC HEARING TO CONSIDER ADOPTION OF RESOLUTION NO. 25-019 "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, APPROVING THE CITY OF CARSON ACTIVE TRANSPORTATION AND COMMUNITY CONNECTIVITY PLAN" AND RECORDING A "NOTICE OF EXEMPTION" (CITY COUNCIL)**- 8:10 PM

RECOMMENDED ACTION

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

— 2. ADOPT Resolution No. 25-019, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, APPROVING THE CITY OF CARSON ACTIVE TRANSPORTATION AND COMMUNITY CONNECTIVITY PLAN" (EXHIBIT NO. 2)

— 3. MAKE the California Environmental Quality Act finding that the City of Carson Active Transportation and Community Connectivity Plan is categorically exempt pursuant to Public Resources Code Section 21080.20.

— 4. AUTHORIZE staff to record the "Notice of Exemption" in the office of the Los Angeles County Clerk for Project No. 1773: City of Carson Active Transportation and Community Connectivity Plan.

Item No. 25 was heard after Item No. 23.

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

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

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

Traffic Engineer John Merrill gave a report and introduced Devan Gelle from Alta Consulting who gave a PowerPoint presentation on the Active Transportation and Community Connectivity Plan.

(Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman, Dr. Hilton exited the meeting at 8:20 P.M. )

Council Member/Agency Member/Authority Board Member Dear requested staff to hold an annual Bike Ride.

Council Member/Agency Member/Authority Board Member Hicks, Sr. recommended staff bring back the Ciclavia on an annual basis.

(Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman, Dr. Hilton reentered the meeting.)

Mayor/Agency Chairman/Authority Chairman Davis-Holmes directed staff to bring back a report in 60 days.

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

**26. A PUBLIC HEARING TO CONSIDER ADOPTION OF RESOLUTION NO. 25-031 FOR APPROVAL OF GENERAL PLAN AMENDMENT NO. 2-24 AMENDING THE CORRIDOR MIXED USE (CMU) LAND USE DESIGNATION DESCRIPTION TO ALLOW FOR THE PERMITTED USES SET FORTH IN THE PERRY STREET SPECIFIC PLAN AND FOR APPROVAL OF SPECIFIC PLAN AMENDMENT NO. 2-24 AMENDING THE PERRY STREET SPECIFIC PLAN TO ALLOW FOR DEVELOPMENT OF A 62-UNIT RESIDENTIAL TOWNHOME DEVELOPMENT, AS AN ALTERNATIVE TO THE PREVIOUSLY-APPROVED SELF-STORAGE PROJECT, AND CONSIDER INTRODUCTION OF ORDINANCE NO. 25-2506 FOR APPROVAL OF DEVELOPMENT AGREEMENT NO. 2-24 (DA) AMENDING DEVELOPMENT AGREEMENT NO. 27-21 TO PROVIDE CERTAIN COMMUNITY BENEFITS TO THE CITY, AND CONSIDER APPROVING AN ADDENDUM TO THE CARSON 2040 GENERAL PLAN UPDATE ENVIRONMENTAL IMPACT REPORT WITH RESPECT TO THE ABOVE APPLICATIONS FOR A 2.8 ACRE SITE LOCATED AT 21611 PERRY STREET, APN 7327-010-014 AND 015 (CITY COUNCIL).**- 8:25 PM

RECOMMENDED ACTION

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

— 2. WAIVE FURTHER READING AND ADOPT RESOLUTION NO. 25-031, “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, APPROVING (1) AN ADDENDUM TO THE 2040 GENERAL PLAN UPDATE ENVIRONMENTAL IMPACT REPORT WITH RESPECT TO GENERAL PLAN AMENDMENT NO. 2-24 AND SPECIFIC PLAN AMENDMENT NO. 2-24, (2) GENERAL PLAN AMENDMENT NO. 2-24 TO AMEND THE CORRIDOR MIXED USE GENERAL PLAN LAND USE DESIGNATION, AND (3) SPECIFIC PLAN AMENDMENT NO. 2-24 TO AMEND THE PERRY STREET SPECIFIC PLAN, RELATED TO THE DEVELOPMENT OF A 62-UNIT RESIDENTIAL TOWNHOME CONDOMINIUM PROJECT ON A 2.80-ACRE PROPERTY LOCATED AT 21611 STREET (APNS 7327-010-014 & 7327-010-015)”; AND

— 3. INTRODUCE for first reading, by title only and with full reading waived, ORDINANCE NO. 25-2506, “AN UNCODIFIED ORDINANCE OF THE CITY OF CARSON, CALIFORNIA, APPROVING (1) AN ADDENDUM TO THE 2040 GENERAL PLAN UPDATE ENVIRONMENTAL IMPACT REPORT WITH RESPECT TO DEVELOPMENT AGREEMENT NO. 2-24, AND (2) DEVELOPMENT AGREEMENT NO. 2-24, AN AMENDMENT TO DEVELOPMENT AGREEMENT NO. 27-21 BETWEEN THE CITY OF CARSON AND 21611 PERRY STREET LLC, FOR A PROPOSED 62-UNIT RESIDENTIAL TOWNHOME CONDOMINIUM DEVELOPMENT AS AN ALTERNATIVE TO A SELF-STORAGE FACILITY AT 21611 PERRY STREET”.

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

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

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

Director Naaseh gave a PowerPoint presentation.

Brendan Kotler from Faring on behalf of the applicant, owner, and developer of the site, offered comments in support of the project. He acknowledged Director Naaseh and his staff for their work on the project. Mayor and City Council thanked Brendan Kotler and Faring for moving the City forward and everyone involved with the project.

City/Agency/Authority Attorney Soltani acknowledged Assistant City Attorney Ben Jones on his work on the project.

Brendan Kotler introduced Darren Embry, Vince Manzenberger, and Dave Rand (core development team).

Director Naaseh thanked Leila Carver, Contract Planner, for her work on the project.

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

**DISCUSSION (Item 27-29)**

**27. CONSIDER INTRODUCTION AND FIRST READING, BY TITLE ONLY, OF ORDINANCE NO. 25-2505, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, REPEALING AND REPLACING SECTION 4105 (ILLEGAL DUMPING) OF THE CARSON MUNICIPAL CODE AND APPROVE THE ADMINISTRATIVE CITATION FINES TO BE ASSESSED FOR VIOLATIONS OF THE CITY'S ILLEGAL DUMPING ORDINANCE (CITY COUNCIL)** - 8:52 PM

RECOMMENDED ACTION

— 1. WAIVE further reading and INTRODUCE for first reading ORDINANCE NO. 25-2505, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, REPEALING AND REPLACING SECTION 4105 (ILLEGAL DUMPING) OF THE CARSON MUNICIPAL CODE"

— 2. ADOPT Resolution No. 25-025, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, INCREASING THE ADMINISTRATIVE CITATION FINES TO BE ASSESSED FOR VIOLATIONS OF THE CITY'S ILLEGAL DUMPING ORDINANCE"

Council Member/Agency Member/Authority Board Member Hicks, Sr. asked about the fines. City/Agency/Authority Attorney Soltani responded that the fines are based on the Carson Municipal Code.

(Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman, Dr. Hilton exited the meeting.)

Council Member/Agency Member/Authority Board Member Hicks, Sr. believes the fines are too low. Director Garcia shared that it is common for the fines to be $100, $200, and $500 for admin citations. The fines would need to be amended.

(Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman, Dr. Hilton reentered the meeting.)

City/Agency/Authority Attorney Soltani encouraged the City Council to adopt the ordinance and direct staff to bring back the ordinance with an amendment on the fines which was accepted by the maker and seconder of the motion.

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

**28. INTRODUCTION AND FIRST READING OF ORDINANCE NO. 25-2507, AMENDING CHAPTER 1 (FIRE PREVENTION) OF ARTICLE III (PUBLIC SAFETY) OF THE CARSON MUNICIPAL CODE TO PROHIBIT THE SALE, USE AND DISCHARGE OF ALL FIREWORKS IN THE CITY OF CARSON, EXCEPT FOR PERMITTED PUBLIC DISPLAYS PURSUANT TO THE EXISTING REGULATIONS OF CARSON MUNICIPAL CODE SECTION 3101.9 (CITY COUNCIL)**- 8:56 PM

RECOMMENDED ACTION

— 1. INTRODUCE for first reading, by title only, ORDINANCE NO. 25-2507, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING SECTIONS 3101.0 (FIREWORKS), 3101.8 (STORAGE OF FIREWORKS), AND 3101.10 (VIOLATIONS OF FIREWORKS REGULATIONS) OF CHAPTER 1 (FIRE PREVENTION) OF ARTICLE III (PUBLIC SAFETY) OF THE CARSON MUNICIPAL CODE; AND REPEALING SECTIONS 3101.1 (FIREWORKS – SALE OF – PERMIT REQUIRED), 3101.2 (PERSONS ELIGIBLE), 3101.3 (APPLICATION REQUIREMENTS), 3101.4 (ISSUANCE OF PERMIT), 3101.5 (GENERAL PROVISIONS), 3101.6 (REGULATIONS FOR TEMPORARY STANDS), AND 3101.7 (WHOLESALE PERMIT) OF CHAPTER 1 (FIRE PREVENTION) OF ARTICLE III (PUBLIC SAFETY) OF THE CARSON MUNICIPAL CODE TO PROHIBIT THE SALE, USE AND DISCHARGE OF ALL FIREWORKS IN THE CITY OF CARSON, EXCEPT FOR PERMITTED PUBLIC DISPLAYS PURSUANT TO THE EXISTING REGULATIONS OF CARSON MUNICIPAL CODE SECTION 3101.9"

Item No. 28 was heard after Oral Communications for Matters Listed on the Agenda (Members of the Public).

City Manager Roberts, Jr. gave a report.

Motion to approve staff recommendation submitted by Mayor Lula Davis-Holmes, seconded by Cedric Hicks, Sr.

Mayor and City Council offered comments.

Council Member/Agency Member/Authority Board Member Jim Dear offered a friendly amendment to the motion directing staff to look into funds to supplement the profit loss from fireworks sales which was accepted by the maker and seconder of the motion resulting in 4-1-0-0-0 with Jim Dear voting No.

Item No. 28 was heard again after Item No. 21.

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman, Dr. Hilton made a motion to reconsider his vote for Item No. 28 as a No vote, seconded by Jim Dear with no objection heard.

City Clerk/Agency Secretary/Authority Secretary, Dr. Bradshaw noted the minutes will reflect Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman, Dr. Hilton voted No on Item No. 28 resulting in 3-2-0-0-0.

**29. CONSIDERATION OF ONLY LOCAL UNCONTESTED APPOINTMENTS TO THE CITY'S COMMISSIONS, COMMITTEES, AND BOARDS, AND CITY AFFILIATED ORGANIZATIONS BY MAYOR AND CITY COUNCIL AND CONSIDER ALL (CONTESTED AND UNCONTESTED) APPOINTMENTS TO ALL COMMISSIONS (CITY COUNCIL)**- 8:59 PM

RECOMMENDED ACTION

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

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

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

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

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

Item No. 29 was heard after Item No. 27.

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

Parks, Recreation and Cultural Arts Commission

Mayor Davis-Holmes announced the passing of Oscar Ramos, thereby, created a vacancy on the Parks, Recreation and Cultural Arts Commission. She directed staff to post the vacancy notice.

Public Relations Commission

Mayor Davis-Holmes removed Rachelle Guillory, Alternate 1, from the Public Relations Commission.

Public Safety Commission

Mayor Davis-Holmes removed Aisha Childs, Alternate 3, from the Public Safety Commission.

Mobilehome Park Rental Review Board

Mayor Davis-Holmes appointed Robert Bruce Kleege as Park Owner Alternate 2 on the Mobilehome Park Rental Review Board.

Motion to ratify the actions by the Mayor submitted by Dear, seconded by Hicks, Sr. resulting in 5-0-0-0-0.

Mayor Davis-Holmes noted middle name Ratrell is misspelled for Lisa Ratrell Fullbright, member of the Measure C and Measure K Budget Oversight Committee, which should be spelled Cottrell.

## ORDINANCE SECOND READING (Item 30)

**30. SECOND READING AND ADOPTION 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 (CITY COUNCIL)**- 8:59 PM

RECOMMENDED ACTION

— 1. CONDUCT a Second reading by title only and with full reading waived; and

— 2. ADOPT 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"

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

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

Moises Jun Aglipay from the Office of Assemblymember Mike Gipson

Announced the following events:

- March 7, 2025 - Healing Circle, Children's Institute, 10200 Success Avenue, Los Angeles, California 90002
- March 14, 2025 - Bill Signing Event (AB 1879, AB 2181, AB 2975, AB 2984, and AB 3085), Harbor College, 1111 Figueroa Place, Los Angeles, California, at 9:00 A.M.

Alejandro Rojas

Expressed concern of the safety issue with the unevenness of the sidewalks in the District 1 area; recommended a Town Hall meeting to address the sidewalk issues

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman, Dr. Hilton noted Town Hall meetings held in the District 1 area.

Assistant City Manager, Dr. Lennox noted the American Disabilities Act (ADA) review that the City Council adopted with a comprehensive plan to address accessibility issues in tandem with the Capital Improvement Project (CIP) which includes sidewalk improvements.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes directed staff to identify the sidewalk issues and not wait until the CIP process.

Brandi Lewin

Spoke about the following: 1) Her windshield claim; requested assistance with her non-profit organization; and status of the Disabilities Commission

City/Agency/Authority Attorney Soltani noted further discussion of the windshield claim will be held at a future Closed Session item.

## COUNCIL MEMBER REQUESTS TO ADD ITEMS TO FUTURE AGENDAS

None.

## ORAL COMMUNICATIONS (COUNCIL MEMBERS)

Mayor/Agency Chairman/Authority Chairman Davis-Holmes announced the State of the City Address on March 20, 2025, at 11:00 A.M., at the Carson Community Center in conjunction with the

Chamber of Commerce. She thanked everyone involved.

Council Member/Agency Member/Authority Board Member Hicks, Sr. announced the free Food Giveaway on April 18, 2025, from 9:00 A.M. to 11:00 A.M. at Calas Park; must be a Carson resident.

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman, Dr. Hilton would like to explore the City ordinance how elected officials may get their name on things.

Council Member/Agency Member/Authority Board Member Dear announced Town Hall Meeting on March 27, 2025, at 6:30 P.M. at Veterans Park.

**MEMORIAL ADJOURNMENTS**

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

Oscar Ramos

Roberta Flack

Clinton Toles

Willie Mae Traylor

Hayden L. Neighbors

Dr. Hazel Dukes

Angela L. Bown AKA Angie Stone

Gene Hackman

Council Member/Agency Member/Authority Board Member Rojas requested to add Don Magno Montelibano who passed away on February 23, 2025 to the Memorial Adjournment Requests.

Council Member/Agency Member/Authority Board Member Hicks, Sr. stated he received a letter from the Carson Sheriff Department regarding vacancies in the Los Angeles County Sheriff's Department requesting assistance from the Los Angeles County Board of Supervisor's Office to reduce the number of vacancies and the City's support of their services. He provided a copy of the letter to the Mayor and City Council who were in consensus to sign the letter after its final form addressed to the Los Angeles County Supervisor Holly J. Mitchell.

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman, Dr. Hilton requested to add Pastor Joe Luis Gates to the Memorial Adjournment Requests and gave a prayer.

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

None.

## RECESS TO CLOSED SESSION

None.

## RECONVENE TO OPEN SESSION

None.

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

None.

## ADJOURNMENT

The meeting was adjourned at 9:24 P.M. by Mayor/Agency Chairman/Authority Chairman Davis-Holmes.

_____

Lula Davis-Holmes

Mayor/Agency Chairman/Authority Chairman

ATTEST:

_____

Dr. Khaleah K. Bradsahw

City Clerk/Agency Secretary/Authority Secretary

# CITY OF CARSON

# MINUTES
# CARSON CITY COUNCIL/
# SUCCESSOR AGENCY/HOUSING AUTHORITY
# SPECIAL MEETING
# FEBRUARY 26, 2025
# 4:00 P.M.

## CALL TO ORDER: CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY/PUBLIC FINANCING AUTHORITY TUESDAY, FEBRUARY 26, 2025

The meeting was called to order at 4:05 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.

## 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 Cedric Hicks, Sr., and Council Member/Agency Member/Authority Board Member Arleen Rojas

Council Members/Agency Members/Authority Board Members Absent:

Council Member/Agency Member/Authority Board Member Jim Dear

Also Present:

Monica Cooper, City/Agency/Authority Treasurer; David C. Roberts, Jr., City Manager; Dr. Robert Lennox, Assistant City Manager; Gary Carter, Director of Information Technology and Security

## FLAG SALUTE

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

## INVOCATION

Pastor and Council Aide Kisheen Tulloss gave the invocation.

## CLOSED SESSION

None.

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

None.

## ANNOUNCEMENT OF CLOSED SESSION ITEMS (CITY ATTORNEY)

None.

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

None.

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

None.

## REPORT ON CLOSED SESSION ACTIONS (CITY ATTORNEY)

None.

## INTRODUCTIONS (MAYOR)

None.

## PRESENTATIONS

None.

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

None.

## APPROVAL OF MINUTES

None.

## CONSENT (Item 1)

**1. CONSIDER UPDATED CITY SEAL AND MARKETING LOGO CONCEPTS (CITY COUNCIL)**- 4:10 PM

**** Item was Removed from Consent**

City Manager Roberts, Jr. presented the staff report.

City Manager Roberts, Jr. presented options for the marketing logo and city seal. He explained the changes made as requested by Council Member/Agency Member/Authority Board Member Hicks and Council Member/Agency Member/Authority Board Member Rojas. He stated that if a logo and seal was decided upon, then an amended ordinance based upon the city's charter will be implemented.

City Manager Roberts, Jr. stated that the city's motto, "Future Unlimited", will continue to be honored however, there are plans to update and adopt a new motto of "Jewel of the South Bay".

Mayor/Agency Chairman/Authority Chairman Davis-Holmes requested combining the mottos to be "Jewel of the South Bay: Future Unlimited".

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman, Dr. Hilton suggested the motto becomes "Jewel of the South Bay: Where the Future is Unlimited".

City Manager Roberts, Jr. displayed Exhibit 3 and Exhibit 4 of the city seal with Exhibit 4 including the changes requested.

Council Member/Agency Member/Authority Board Member Hicks stated he liked Exhibit 4. He liked that it read Carson, California as to not get confused with Nevada and that it looks refreshed.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes confirmed with Council that Exhibits 1 (marketing logo) and 4 (city seal) are to be approved.

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman, Dr. Hilton made the motion with the caveat of ensuring Exhibit 1, marketing logo, can change in color.

City Manager Roberts, Jr. informed that an amended ordinance will be brought forth at a future meeting with an interchangeable color palette once a design for the marketing logo and city seal is approved.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes requested that samples be placed on shirts to view prior to State of the City.

City Manager Roberts, Jr. confirmed that samples will be provided to members of Council and departments with examples of the variations of colors for events.

**Motion To Approve submitted by Dr. Jawane Hilton seconded by Arleen Bocatija-Rojas resulting in 4-0-0-0-1 Absent was Jim Dear**

## SPECIAL ORDERS OF THE DAY

None.

## DISCUSSION

None.

## ORDINANCE SECOND READING

None.

## MEMORIAL ADJOURNMENTS

Council Member/Agency Member/Authority Board Member Hicks added Roberta Flack to Memorial Adjournment Requests.

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

None.

## COUNCIL MEMBER REQUESTS TO ADD ITEMS TO FUTURE AGENDAS

None.

## ORAL COMMUNICATIONS (COUNCIL MEMBERS)

None.

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

None.

## RECESS TO CLOSED SESSION

None.

## RECONVENE TO OPEN SESSION

None.

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

None.

## ADJOURNMENT

The meeting was adjourned at 4:21 P.M. by Mayor/Agency Chairman/Authority Chairman Davis-Holmes.

_____

Lula Davis-Holmes

Mayor/Agency Chairman/Authority Chairman

ATTEST:

_____

Dr. Khaleah K. Bradsahw

City Clerk/Agency Secretary/Authority Secretary

_____

Signature

# Report to Honorable Mayor and City Council

Tuesday, March 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 FEBRUARY 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 February 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 February 2025.

## V. FISCAL IMPACT

None.

## VI. EXHIBITS

1. Interdepartmental Budget Transfers -February 2025

**Attachments**

Interdepartmental Budget Transfers -February 2025

# JOURNAL INQUIRY

| YEAR | PER | JOURNAL | SRC | EFF DATE | ENT DATE | JNL DESC | CLERK | ENTITY | AUTO-REV | STATUS | BUD YEAR | JNL TYPE |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 2025 | 08 | 32 | BUA | 02/05/2025 | 02/05/2025 | Budget TX | Fawatts | 1 | N | Hist | 2025 | |

| LN | ORG | OBJECT | PROJ | REF1 | REF2 | REF3 | LINE DESCRIPTION | DEBIT | CREDIT | OB |
|---|---|---|---|---|---|---|---|---|---|---|
| | ACCOUNT | | | | | | ACCOUNT DESCRIPTION | | | |
| 1 | 10101180 | 6001 | | AW | | T | Park Closures | | 2,250.00 | |
| | 101-90-950-794-6001- | | | | | | CS KC C Crest CityBusUse | | | |
| 2 | 10101150 | 6001 | | AW | | T | Park Closures | | 2,700.00 | |
| | 101-90-950-763-6001- | | | | | | CS KC Mills CityBusUse | | | |
| 3 | 10101150 | 6001 | | AW | | T | Park Closures | | 1,350.00 | |
| | 101-90-950-763-6001- | | | | | | CS KC Mills CityBusUse | | | |
| 4 | 10101180 | 6007 | | AW | | T | Park Closures | | 2,500.00 | |
| | 101-90-950-794-6007- | | | | | | CS KC C Crest ExcursFees | | | |
| 5 | 10101160 | 6001 | | AW | | T | Park Closures | 2,250.00 | | |
| | 101-90-950-781-6001- | | | | | | CS KC Del Amo CityBusUse | | | |
| 6 | 10101210 | 6001 | | AW | | T | Park Closures | 2,700.00 | | |
| | 101-90-950-797-6001- | | | | | | CS KC Carson CityBusUse | | | |
| 7 | 10101110 | 6001 | | AW | | T | Park Closures | 1,350.00 | | |
| | 101-90-950-743-6001- | | | | | | CS KC Vets CityBusUse | | | |
| 8 | 10101210 | 6007 | | AW | | T | Park Closures | 2,500.00 | | |
| | 101-90-950-797-6007- | | | | | | CS KC Carson ExcursFees | | | |
| | | | | | | | ** 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 | 08 | 79 | BUA | 02/10/2025 | 02/10/2025 | Budget TX | Fawatts | 1 | N | Hist | 2025 | |

| LN | ORG | OBJECT | PROJ | REF1 | REF2 | REF3 | LINE DESCRIPTION | DEBIT | CREDIT | OB |
|---|---|---|---|---|---|---|---|---|---|---|
| | ACCOUNT | | | | | | ACCOUNT DESCRIPTION | | | |
| 1 | 10100650 | 8004 | | AW | | T | Custodial Division - low f | | 30,000.00 | |
| | 101-80-840-104-8004- | | | | | | PW Custodial Service Equipment | | | |
| 2 | 10100650 | 6009 | | AW | | T | Custodial Division - low f | 30,000.00 | | |
| | 101-80-840-104-6009- | | | | | | PW Custodial 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 | 08 | 83 | BUA | 02/11/2025 | 02/11/2025 | Budget TX | Fawatts | 1 | N | Hist | 2025 | |

| LN | ORG | OBJECT | PROJ | REF1 | REF2 | REF3 | LINE DESCRIPTION | DEBIT | CREDIT | OB |
|---|---|---|---|---|---|---|---|---|---|---|
| | ACCOUNT | | | | | | ACCOUNT DESCRIPTION | | | |
| 1 | 10100710 | 6004 | | AW | | T | Materials for Fleet Maint. | | 10,000.00 | |
| | 101-80-840-275-6004- | | | | | | PW Fleet Mnt Pro Svcs | | | |

## JOURNAL INQUIRY

| YEAR | PER | JOURNAL | SRC | EFF DATE | ENT DATE | JNL DESC | CLERK | ENTITY | AUTO-REV | STATUS | BUD YEAR | JNL TYPE |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 2025 | 08 | 83 | BUA | 02/11/2025 | 02/11/2025 | Budget TX | Fawatts | 1 | N | Hist | 2025 | |

| LN | ORG | OBJECT | PROJ | REF1 | REF2 | REF3 | LINE DESCRIPTION | DEBIT | CREDIT | OB |
|---|---|---|---|---|---|---|---|---|---|---|
| | ACCOUNT | | | | | | ACCOUNT DESCRIPTION | | | |
| 2 | 10100710 | 7007 | | AW | | T | Materials for Fleet Maint. | | 20,000.00 | |
| | 101-80-840-275-7007- | | | | | | PW Fleet Maintenance CNG | | | |
| 3 | 10100710 | 6009 | | AW | | T | Materials for Fleet Maint. | 30,000.00 | | |
| | 101-80-840-275-6009- | | | | | | PW Fleet Mnt 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 | 08 | 84 | BUA | 02/11/2025 | 02/11/2025 | Budget TX | Fawatts | 1 | N | Hist | 2025 | |

| LN | ORG | OBJECT | PROJ | REF1 | REF2 | REF3 | LINE DESCRIPTION | DEBIT | CREDIT | OB |
|---|---|---|---|---|---|---|---|---|---|---|
| | ACCOUNT | | | | | | ACCOUNT DESCRIPTION | | | |
| 1 | 10100210 | 6004 | | AW | | T | 3 vehicles for department | | 10,000.00 | |
| | 101-55-592-250-6004- | | | | | | PS Code Enf Pro Svcs | | | |
| 2 | 10100260 | 6004 | | AW | | T | 3 vehicles for department | | 52,000.00 | |
| | 101-55-593-138-6004- | | | | | | Professional Services | | | |
| 3 | 10100200 | 8003 | | AW | | T | 3 vehicles for department | 62,000.00 | | |
| | 101-55-592-158-8003- | | | | | | Animal Control Vehicles Inven. | | | |
| | | | | | | | ** 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 | 08 | 100 | BUA | 02/11/2025 | 02/11/2025 | Budget TX | Fawatts | 1 | N | Hist | 2025 | |

| LN | ORG | OBJECT | PROJ | REF1 | REF2 | REF3 | LINE DESCRIPTION | DEBIT | CREDIT | OB |
|---|---|---|---|---|---|---|---|---|---|---|
| | ACCOUNT | | | | | | ACCOUNT DESCRIPTION | | | |
| 1 | 10909150 | 7002 | | AW | | T | Funding for mulching proje | | 20,000.00 | |
| | 101-90-970-107-7002- | | | | | | Equipment Rental | | | |
| 2 | 10909160 | 7002 | | AW | | T | Funding for mulching proje | | 5,000.00 | |
| | 101-90-970-105-7002- | | | | | | CS Equipment Rental | | | |
| 3 | 10909210 | 6014 | | AW | | T | Funding for mulching proje | | 6,600.00 | |
| | 101-90-970-101-6014- | | | | | | Conference and Travel | | | |
| 4 | 10909150 | 6004 | | AW | | T | Funding for mulching proje | 31,600.00 | | |
| | 101-90-970-107-6004- | | | | | | Professional Services | | | |
| | | | | | | | ** JOURNAL TOTAL | 0.00 | 0.00 | |

# JOURNAL INQUIRY

| YEAR | PER | JOURNAL | SRC | EFF DATE | ENT DATE | JNL DESC | CLERK | ENTITY | AUTO-REV | STATUS | BUD YEAR | JNL TYPE |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 2025 | 08 | 141 | BUA | 02/12/2025 | 02/12/2025 | Budget TX | Fawatts | 1 | N | Hist | 2025 | |

| LN | ORG OBJECT PROJ / ACCOUNT | REF1 | REF2 | REF3 | LINE DESCRIPTION / ACCOUNT DESCRIPTION | DEBIT | CREDIT | OB |
|---|---|---|---|---|---|---|---|---|
| 1 | 10100060 6004<br>101-50-501-100-6004- | AW | | T | Unanticipated Projects<br>CM Mgt&Contrl Pro Svcs | | 2,000.00 | |
| 2 | 10100060 6009<br>101-50-501-100-6009- | AW | | T | Unanticipated Projects<br>CM Mgt&Contrl Supplies | 2,000.00 | | |
| | | | | | ** 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 | 08 | 167 | BUA | 02/13/2025 | 02/13/2025 | Budget TX | Fawatts | 1 | N | Hist | 2025 | |

| LN | ORG OBJECT PROJ / ACCOUNT | REF1 | REF2 | REF3 | LINE DESCRIPTION / ACCOUNT DESCRIPTION | DEBIT | CREDIT | OB |
|---|---|---|---|---|---|---|---|---|
| 1 | 10100470 6004<br>101-70-780-290-6004- | AW | | T | ICSC Conference<br>CD Cur Plan Pro Svcs | | 55,000.00 | |
| 2 | 10100440 6004<br>101-70-780-100-6004- | AW | | T | ICSC Conference<br>CD Mgt&Contrl Pro Svcs | 55,000.00 | | |
| | | | | | ** 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 | 08 | 182 | BUA | 02/13/2025 | 02/13/2025 | Budget TX | Fawatts | 1 | N | Hist | 2025 | |

| LN | ORG OBJECT PROJ / ACCOUNT | REF1 | REF2 | REF3 | LINE DESCRIPTION / ACCOUNT DESCRIPTION | DEBIT | CREDIT | OB |
|---|---|---|---|---|---|---|---|---|
| 1 | 10100370 6014<br>101-65-680-101-6014- | AW | | T | Investigative Services<br>HR Talent Mngmt ConfTravel | | 7,000.00 | |
| 2 | 10100370 6006<br>101-65-680-101-6006- | AW | | T | Investigative Services<br>HR Talent Mngmt CityMember | | 3,000.00 | |
| 3 | 10100370 6056<br>101-65-680-101-6056- | AW | | T | Investigative Services<br>HR Talent Mngmt Training | | 6,000.00 | |
| 4 | 10100370 6008<br>101-65-680-101-6008- | AW | | T | Investigative Services<br>HR Talent Mngmt Advertise | | 2,000.00 | |
| 5 | 10100330 6056<br>101-65-650-100-6056- | AW | | T | Investigative Services<br>HR Mgt&Contrl Training | | 4,000.00 | |
| 6 | 10100370 6004<br>101-65-680-101-6004- | AW | | T | Investigative Services<br>HR Talent Mngmt Pro Svcs | 18,000.00 | | |
| 7 | 10100330 6004<br>101-65-650-100-6004- | AW | | T | Investigative Services<br>HR Mgt&Contrl Pro Svcs | 4,000.00 | | |
| | | | | | ** JOURNAL TOTAL | 0.00 | 0.00 | |

## JOURNAL INQUIRY

| YEAR | PER | JOURNAL | SRC | EFF DATE | ENT DATE | JNL DESC | CLERK | ENTITY | AUTO-REV | STATUS | BUD YEAR | JNL TYPE |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 2025 | 08 | 269 | BUA | 02/24/2025 | 02/24/2025 | Budget TX | Fawatts | 1 | N | Hist | 2025 | |

| LN | ORG / ACCOUNT | OBJECT | PROJ | REF1 | REF2 | REF3 | LINE DESCRIPTION / ACCOUNT DESCRIPTION | DEBIT | CREDIT | OB |
|---|---|---|---|---|---|---|---|---|---|---|
| 1 | 57800000 | 6004 | | AW | | T | CRA Legal Services | | 300,000.00 | |
| | 578-70-781-100-6004- | | | | | | CD Mgt&Contrl Pro Svcs | | | |
| 2 | 57800000 | 6055 | | AW | | T | CRA Legal Services | 300,000.00 | | |
| | 578-70-781-100-6055- | | | | | | CD Mgt&Contrl Legal | | | |
| | | | | | | | ** 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 | 08 | 336 | BUA | 02/27/2025 | 02/27/2025 | Budget TX | Fawatts | 1 | N | Hist | 2025 | |

| LN | ORG / ACCOUNT | OBJECT | PROJ | REF1 | REF2 | REF3 | LINE DESCRIPTION / ACCOUNT DESCRIPTION | DEBIT | CREDIT | OB |
|---|---|---|---|---|---|---|---|---|---|---|
| 1 | 10100040 | 6018 | | AW | | T | Language Network Contract | | 19,000.00 | |
| | 101-30-100-176-6018- | | | | | | Elections Election | | | |
| 2 | 10100030 | 6004 | | AW | | T | Language Network Contract | 19,000.00 | | |
| | 101-30-100-100-6004- | | | | | | Mgt&Contrl Pro Svcs | | | |
| | | | | | | | ** JOURNAL TOTAL | 0.00 | 0.00 | |
| | | | | | | | ** GRAND TOTAL | 0.00 | 0.00 | |

10 Journals printed

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

# City of Carson

## JOURNAL INQUIRY

| YEAR | PER | JOURNAL | SRC | EFF DATE | ENT DATE | JNL DESC | CLERK | ENTITY | AUTO-REV | STATUS | BUD YEAR | JNL TYPE |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 2025 | 08 | 29 | BUA | 02/05/2025 | 02/05/2025 | Budget TFX | WJefferson | 1 | N | Hist | 2025 | |

| LN | ORG / ACCOUNT | OBJECT | PROJ | REF1 | REF2 | REF3 | LINE DESCRIPTION / ACCOUNT DESCRIPTION | DEBIT | CREDIT | OB |
|---|---|---|---|---|---|---|---|---|---|---|
| 1 | 22808060 | 7001 | | | | T | Allocations from Measure A | 314,815.00 | | |
| | 222-80-840-102-7001- | | | | | | Maintenance & Repairs | | | |
| 2 | 22200010 | 3910 | | | | | | | 314,815.00 | 1 |
| | 222-99-999-999-3910- | | | | | | Appropriation Control | | | |
| 3 | 22200010 | 3930 | | | | | | 314,815.00 | | 1 |
| | 222-99-999-999-3930- | | | | | | Budget FB Unrestricted Control | | | |
| | | | | | | | ** JOURNAL TOTAL | 314,815.00 | 314,815.00 | |
| | | | | | | | ** GRAND TOTAL | 314,815.00 | 314,815.00 | |

1 Journals printed

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

# Report to Honorable Mayor and City Council

Tuesday, March 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 FEBRUARY 1, 2025 THROUGH FEBRUARY 28, 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 February 1, 2025 through February 28, 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 February 1, 2025 through February 28, 2025.

## V. FISCAL IMPACT

None.

## VI. EXHIBITS

1. Contract Report - February 2025

**Attachments**

Contract Report - February 2025.pdf

EXHIBIT NO. 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 | Notes |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 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 | Amendment No. 1 01/29/2025 |
| D ROBERTS | Amendment No. 2 | 21-095 | CARAHSOFT TECHNOLOGY | 6503 | CONSULTANT | RUBRIK SOFTWARE/HARWARE SUPPORT SERVICES | $51,118.87 | IT | 8/3/2021 | 11/3/2026 | |
| D ROBERTS | Original | 25-020 | VIRTUAL PROJECT MANAGER LLC | 8455 | CONSULTANT | WEB-BASED PROJECT MANAGEMENT SYSTEM | $60,000.00 | IT | 1/1/2025 | 12/31/2027 | |
| M WHITTIKER | Original | 25-021 | SOUTH BAY THEME PARTIES, INC. | 725 | EVENT SERVICE PROVIDE AGREEMENT | 2025 NATE RIDDICK VOLUNTEER BANQUET | $3,470.00 | COMMUNITY SERVICES | 03/14/2025 * | | |
| D ROBERTS | Original | 25-023 | HERK EDWARDS INC | 8176 | CONTRACTOR | INSTALL TELESCOPING BLEACHERS - VETS SPORTSCOMPLEX | $56,900.00 | PW | 1/8/2025 | 1/7/2026 | 180 days after NTP, rec'd 2/4/2025 |
| M WHITTIKER | Original | 25-024 | MAD TEA INC | 6267 | EVENT SERVICE PROVIDE AGREEMENT | 2025 AUTISM ACCEPTANCE 5K WALK/RUN | $800.00 | COMMUNITY SERVICES | 04/05/2025 * | | |
| D ROBERTS | Original | 25-025 | VASQUEZ & COMPANY LLP | 1407 | CONSULTANT | AUDIT SERVICES - PUBLIC WORKS | $23,000.00 | HR/PW | 2/10/2025 | 2/9/2026 | |
| M WHITTIKER | Original | 25-026 | BROADCAST SUPPORT INC | 4297 | EVENT SERVICE PROVIDE AGREEMENT | 2025 BLACK HISTORY MONTH | $1,555.00 | COMMUNITY SERVICES | 02/21/2025 * | | |
| M WHITTIKER | Original | 25-027 | LUIS GOMEZ | 7995 | EVENT SERVICE PROVIDE AGREEMENT | 2025 BLACK HISTORY MONTH | $2,120.00 | COMMUNITY SERVICES | 02/21/2025 * | | |
| M WHITTIKER | Original | 25-028 | REQUEST LINE MUSIC | 3304 | EVENT SERVICE PROVIDE AGREEMENT | 2025 BLACK HISTORY MONTH | $500.00 | COMMUNITY SERVICES | 02/21/2025 * | | |
| M WHITTIKER | Original | 25-029 | TIMOTHY WILLIAMS | 8510 | EVENT SERVICE PROVIDE AGREEMENT | 2025 BLACK HISTORY MONTH | $3,850.00 | COMMUNITY SERVICES | 02/21/2025 * | | |
| M WHITTIKER | Original | 25-030 | TYLER TOWNES | 7710 | EVENT SERVICE PROVIDE AGREEMENT | 2025 BLACK HISTORY MONTH | $2,500.00 | COMMUNITY SERVICES | 02/21/2025 * | | |
| M WHITTIKER | Original | 25-031 | DONALD A. SPRAGUE | 6876 | EVENT SERVICE PROVIDE AGREEMENT | 2025 CESAR CHAVEZ TRIBUTE | $1,323.00 | COMMUNITY SERVICES | 03/28/2025 * | | |
| D ROBERTS | Original | 25-032 | I.T.S. GROUP, INC | 6303 | CONSULTANT | REPLACE VFDs, DOMINGUEZ PARK POOLS | $13,084.62 | COMMUNITY SERVICES | 12/30/2024 | 12/29/2025 | 3 days after NTP, rec'd 2/12/25 |
| M WHITTIKER | Original | 25-033 | REQUEST LINE MUSIC | 3304 | EVENT SERVICE PROVIDE AGREEMENT | 2025 YOUTH CONFERENCE | $500.00 | COMMUNITY SERVICES | 05/30/2025 * | | |
| M WHITTIKER | Original | 25-034 | OSCAR ALMAGUER | 8217 | EVENT SERVICE PROVIDE AGREEMENT | 2025 CESAR CHAVEZ TRIBUTE | $900.00 | COMMUNITY SERVICES | 03/28/2025 * | | |
| D ROBERTS | Original | 25-036 | RENT FOR EVENT LA, LLC | 8198 | EVENT SERVICE PROVIDE AGREEMENT | 2025 STATE OF THE CITY | $32,999.99 | ISPM | 03/20/2025 * | | |
| M WHITTIKER | Original | 25-037 | BROTHERS IGNITING A GROOVE | 8509 | EVENT SERVICE PROVIDE AGREEMENT | 2025 JUNETEENTH CELEBRATION | $2,500.00 | COMMUNITY SERVICES | 06/14/2025 * | | |
| D ROBERTS | Amendment No. 1 | 22-037 | SOUTHERN CALIFORNIA PERMANENTE MEDICAL | 7386 | CONSULTANT | EMPLOYEE MEDICAL SERVICES | $105,000.00 | HR | 3/1/2022 | 3/1/2026 | |
| M WHITTIKER | Original | 25-039 | PARTY PRONTO | 528 | EVENT SERVICE PROVIDE AGREEMENT | 2025 AUTISM ACCEPTANCE 5K WALK/RUN | $500.00 | COMMUNITY SERVICES | 04/05/2025 * | | |
| M REVILLA | Original | 25-040 | TOBIAS LEVI MOODY | 8180 | EVENT SERVICE PROVIDE AGREEMENT | 2025 STATE OF THE CITY | $600.00 | ISPM | 03/20/2025 * | | |

# Report to Honorable Mayor and City Council

Tuesday, March 18, 2025, 5:00 PM

CONSENT 13.

To: Honorable Mayor and City Council

From: Antonio Velasco, Revenue Manager FIN Business License Revenue

Subject: CONSIDER APPROVING AMENDMENT NO. 3 OF THE AGREEMENT WITH BRI CONSULTING GROUP, INC. TO PROVIDE AUDIT SERVICES FOR THE OIL INDUSTRY BUSINESS LICENSE TAX (CITY COUNCIL)

## I. SUMMARY

Staff is seeking City Council approval of Amendment No. 3 to Professional Services agreement with BRI Consulting Group Inc. to extend the term of the agreement by three (3) years, add additional scope of work to allow BRI Consulting Group Inc. to continue audit services for six taxpayers within the City filing tax returns during 2024 thru 2026, and increase the total compensation of the audits by $448,000.00 thereby increasing the not-to-exceed-amount to $1,000,946.95 (Exhibit No 1).

## II. RECOMMENDATION

Take the following action:

1. APPROVE Amendment No. 3 to Agreement for Contract Services by and between the City of Carson and BRI Consulting Group Inc. to increase the contract sum to $1,000,946.95 and extend the term to March 31, 2028; and
2. AUTHORIZE the Mayor to execute the amendment following approval as to form by City Attorney.

## III. ALTERNATIVES

TAKE another action as deemed appropriate by the City Council.

## IV. BACKGROUND

City and BRI Consulting Group, Inc. (BRI) under City Manager authority entered into a contract dated December 31, 2001 where BRI agreed to provide the City services for review and analysis for oil engineering reports for Marathon and Phillips 66 oil refineries and their impacts on oil tax audit reports previously prepared by BRI for a total not to exceed contract amount of $24,999 during a term of one year.

Under sole source procurement authorized under CMC Section 2611 (e), after City Council approval, on May 9, 2022, City and BRI entered into Amendment No. 1 of the agreement to expand the Scope of Services to include tax compliance reviews of Marathon, Phillips 66, Kinder Morgan, and Equilon for compliance with the Oil Industry Business License Tax as allowed by Carson Municipal Code Section 63516, and increase the contract sum by $225,001 bringing the total no tot exceed amount to $250,000, and to extend the contract term to February 29, 2024. However, when BRI provided City the price estimate for these additional services, BRI underestimated the amount of work required to complete the services and as a result, BRI incurred an additional $52,946.95 beyond the budget approved by the City Council to fund Amendment No. 1.

On April 26, 2024 City Council approved Amendment No. 2 to allow BRI to perform continued audit services. Amendment No. 2 increased the contract sum by $52,946.95 bringing the not to exceed to $552,946.95 and extending the agreement to March 31, 2025.

Amendment No. 3 is extending the audit services being provided by BRI for auditing the tax years 2024, 2025 and 2026 for six taxpayers within the City filing tax returns, increasing the agreement by $448,000 to the not to exceed amount of $1,000,946.95 and extending the expiration date to March 31, 2028.

Similar to Amendment No. 1 and Amendment No. 2, Amendment No. 3 will be procured as a sole source procurement permitted under Section 2611(e) of the City's Municipal Code because services are unique due to their quality and fitness for a particular use and availability only from one (1) source. BRI is the only consultant that can perform these additional services because it has already worked on similar audits for the City and it would highly infeasible for the City to pivot to another consultant at this juncture. For this reason, the City's Purchasing Manager has approved such procurement (Exhibit No 2).

## V. FISCAL IMPACT

There is no fiscal impact to the General Fund. Auditing services costs are included in the 2025-2026 proposed budget. FY 2024-25 expenditures are included in the proposed budget.

## VI. EXHIBITS

1. Contract Services Agreement Amendment No. 3
2. Purchasing Waiver

**Attachments**

BRI Consultant Amendment No. 3 to Contract.pdf

Purchasing Waiver

# AMENDMENT NO. 3

## TO AGREEMENT FOR CONTRACT SERVICES

**THIS AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES** ("Amendment No. 3") by and between the CITY OF CARSON, a California municipal corporation ("City") and BRI CONSULTING GROUP, INC., a Texas corporation ("Consultant") is effective as of the 18th day of March, 2024. City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

## RECITALS

A. City and Consultant entered into that certain Agreement for Contractual Services dated December 31, 2021 ("Agreement") whereby Consultant agreed to provide the City services for review and analysis of oil engineering reports for Marathon and Philips 66 oil refineries and their impacts on oil tax audit reports previously prepared by Consultant for a total not-to-exceed contract amount of $24,999 for a Term of 1 year; and

B. On May 9, 2022, City and Consultant entered into an amendment ("Amendment No. 1") to expand the Scope of Services to include tax compliance reviews of Marathon, Phillips 66, Kinder Morgan, and Equilon for compliance with the Oil Industry Business License Tax as allowed by Carson Municipal Code Section 63516 ("Amendment No. 1 Services"), where such Amendment No. 1 Services were procured as a sole source procurement permitted under Section 2611(e) of City's Municipal Code; and

C. In order for Consultant to perform the Amendment No. 1 Services, under Amendment No. 1 the Term of the Agreement was extended to February 29, 2024 and the Contract Sum increased by $225,001 to a total not-to-exceed amount of $250,000 to cover such expanded scope of work; and

D. When Consultant provided City the price estimate for the Amendment No. 1 Services, Consultant underestimated the amount of work that would be required to complete the services and as a result, Consultant incurred an additional $52,946.95 beyond the budget approved by the City Council to fund Amendment No. 1; and

E. On February 29, 2024, the Parties entered into an amendment to the Agreement to increase the Contract Sum by $52,946.95 and to extend the Term by one month, to accommodate the additional time Consultant needed to complete the Amendment No. 1 Services ("Amendment No. 2"). Amendment No. 2 also allowed Consultant to perform continued audit services for six taxpayers within the City filing tax returns during 2023 ("Amendment No. 2 Services") for an additional $250,000, thereby bringing the total adjusted Contract Sum to $552,946.95, and further extended the Term by an additional year so that the Agreement will expire March 31, 2025.

F. Similar to the Amendment No. 1 Services, Amendment No. 2 Services were procured as a sole source procurement permitted under Section 2611(e) of City's Municipal Code because the services are unique due to their quality and fitness for a particular use and availability only from one (1) source.

G. Now the Parties seek to enter into another amendment to the Agreement for the purpose of extending the Term three (3) years such that the Agreement will now expire March 31, 2028, and increasing the Contract Sum by $448,000 to allow Consultant to continue to provide audit services ("Amendment No. 3 Services").

H. Similar to the Amendment No. 1 Services and Amendment No. 2 Services, the Amendment No. 3 Services will be procured as a sole source procurement permitted under Section 2611(e) of City's Municipal Code because the services are unique due to their quality and fitness for a particular use and availability only from one (1) source. The City's Purchasing Manager has approved such procurement.

**TERMS**

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

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

"2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but not exceeding the maximum contract amount of ***One Million*** ~~Five Hundred Fifty Two Thousand~~ Nine Hundred Forty Six Dollars and Ninety Five Cents (***$1,000,946.95***~~$552,946.95~~) ("Contract Sum")."

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

"3.4 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding March 31, 202***8***~~5~~, except as otherwise provided in the Schedule of Performance (Exhibit "D")."

**C. Exhibit A (Scope of Services) is hereby amended to include the Amendment No. 3 Services attached hereto as Exhibit A-3.**

**D. Section I. of Exhibit C (Schedule of Compensation) of the Agreement is hereby amended to read in its entirety as follows:**

"I. **A.** For the Services in Section I. of Exhibit A**,** Consultant shall establish a Task Budget for each Task identifying the subtasks, based on the time and rates of the personnel performing the subtasks, and itemizing all materials and equipment utilized and the costs thereof. If payment is to be made other than at completion of the services, then the phases of the performance and percentage of payment due shall also be shown in the Task Proposal.

**B.** Consultant shall perform the Services in Exhibit A-1 at the following rates:

| | **SUB-BUDGET*** |
|---|---|
| Marathon | $112,500 |
| Phillips 66 | $67,500 |
| Kinder Morgan | $22,500 |
| Equilon | $22,500 |
| Total | $225,000 |

*Sub-budgets are estimates based on the complexity of the Services in Exhibit A-1.

**C.** Consultant shall perform the Services in Exhibit A-2 ***and Exhibit A-3*** at the following rates:

| | |
|---|---|
| Managing Director | $285.00 per hour |
| Sr. Auditors | $195.00 per hour |
| Staff Auditors | $175.00 per hour |
| Administrative Support | $75.00 per hour |
| Travel (Meals/Air/Hotel, Rental, etc.) | At cost |
| In town work (Mileage/Parking) | $0.68 per mile/Actual |
| Shipping/Copying | At cost |

**D.** ***Consultant shall perform the Services in Exhibit A-3 for the following amounts:***

| City of Carson Budgets 2025 - 2026 | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| Tax Payer | Budget Year | Audit Years | Budget Estimate | Budget Year | Audit Years | Budget Estimate | Total Budget Estimate 2025/2026 | Three Year Forecast |
| Equilon | 2025 | 2023-2024 | $ 28,285.00 | 2026 | 2025 | $ 22,465.00 | $ 50,750.00 | $ 73,215.00 |
| Kinder Morgan | 2025 | 2023-2024 | $ 28,285.00 | 2026 | 2025 | $ 22,465.00 | $ 50,750.00 | $ 73,215.00 |
| Marathon / Tesoro | 2025 | 2022-2024 | $ 22,765.00 | 2026 | 2025 | $ 22,765.00 | $ 45,530.00 | $ 68,295.00 |
| Olympus Terminals | 2025 | 2023-2024 | $ 28,285.00 | 2026 | 2025 | $ 22,465.00 | $ 50,750.00 | $ 73,215.00 |
| Phillips 66 | 2025 | 2024 | $ 22,765.00 | 2026 | 2025 | $ 22,765.00 | $ 45,530.00 | $ 67,405.00 |
| Univar Solutions | 2025 | 2023-2024 | $ 36,085.00 | 2026 | 2025 | $ 28,285.00 | $ 64,370.00 | $ 92,655.00 |
| Totals | | | ########## | | | $ 141,210.00 | $ 307,680.00 | $ 448,000.00 |

**E. Section IV. of Exhibit C (Schedule of Compensation) of the Agreement is hereby revised to read in its entirety as follows:**

"IV. The total compensation for the Services shall not exceed ***$1,000,946.95*** ~~$552,946.95~~, as provided in Section 2.1 of the Agreement."

**F. Section I. of Exhibit D (Schedule of Performance) of the Agreement is hereby amended to read in its entirety as follows:**

"I. **A.** Consultant shall perform the Services in Section I. of Exhibit A on an on-call basis as set forth in Exhibit A, Exhibit A-1***,*** ~~and~~ Exhibit A-2 ***and Exhibit A-3***.

**B.** Consultant shall complete the Amendment No. 1 Services in Exhibit A-1 by March 31, 2024.

**C.** Consultant shall complete the Amendment No. 2 Services in Exhibit A-2 by March 31, 2025.

**D.** ***Consultant shall complete the Amendment No. 3 Services in Exhibit A-3 by the following deadlines:***

- ***2024 return by March 31, 2026;***
- ***2025 return by March 31, 2027; and***
- ***2026 return by March 31, 2028.***

2. **Continuing Effect of Agreement.** Except as amended by this Amendment No. 3, Amendment No. 2 and Amendment No. 1, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 3, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment No. 3, Amendment No. 2 and Amendment No. 1.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement, Amendment No. 1 and Amendment No. 2. Each party represents and

warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein and Amendment No. 1 and Amendment No. 2. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment No. 3, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment No. 3, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 3.

5. **Authority.** The persons executing this Amendment No. 3 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 3 on behalf of said party, (iii) by so executing this Amendment No. 3, such party is formally bound to the provisions of this Amendment No. 3, and (iv) the entering into this Amendment No. 3 does not violate any provision of any other agreement to which said party is bound.

6. **Counterparts.** This Amendment No. 3 may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Amendment No. 3.

[SIGNATURES ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment No. 3 on the date and year first-above written.

**CITY**:

CITY OF CARSON, a municipal corporation

_____
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**:

BRI CONSULTING GROUP, INC., a Texas corporation

_____
Name: Keith R. McCarthy
Title: President

_____
Name: Meredith A. McCarthy
Title: Corporate Secretary

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

## 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**

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER_____

_____

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

_____

_____

**DESCRIPTION OF ATTACHED DOCUMENT**

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

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

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

WITNESS my hand and official seal.

Signature: _____

**OPTIONAL**

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

**CAPACITY CLAIMED BY SIGNER**

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____

_____

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

_____
_____

**DESCRIPTION OF ATTACHED DOCUMENT**

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

**EXHIBIT "A-3"**
**SCOPE OF SERVICES**

**I. Consultant will serve as the City's auditor for the Oil Industry Business License Tax, as allowed by Carson Municipal Code Section 63516, by verifying the accuracy of the Gross Receipts tax returns filed in 2024, 2025 and 2026 by six taxpayers (Phillips 66, Equilon, Kinder Morgan, Olympus Terminals, Univar Solutions, Marathon/Tesoro,) doing business in the City of Carson, California, to provide assurance to the City that Gross Receipt tax returns being filed during 2024, 2025 and 2026 and future periods adhere to the terms of the tax legislation and that all Gross Receipts are being properly included and priced in the calculation of the tax.**

**Testing procedures will require the following information and include the following steps:**

- **Review legislation to determine volume and value criteria and definitions of relevant terms.**
- **Request excel files containing detailed refinery production volume data along with crude source information for the period under audit.**
- **Request a plant balance summary statement from each refinery.**
- **Request copies of statutory reporting statements.**
- **Request copies of purchase and sale agreements for each product to test pricing.**
- **Request product purchaser statements and review for any deductions not allowed under the tax code.**
- **Test sales volumes and pricing to verify the accuracy of the GR Tax calculation.**
- **Review receivable aging reports for the audit period to compare them with gross receipts reported.**
- **Review "Lockbox" payments received to test reported revenues vs payments received and then reconcile any differences.**
- **Check the mathematical accuracy of the Tax Returns filed for the periods.**

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

A. An estimated budget of the anticipated costs of conducting the review for approval prior to starting the fieldwork of the review. Budgets include estimated time for

preparation, fieldwork and report writing along with any necessary out of pocket or travel costs.

B. A written and electronic report outlining the results of the reviews and identifying any under or over payments will be provided at the conclusion of Consultant's work along with a complete set of work papers including full support for any exceptions noted, listing of information requests and tax payer's responses, along with other supporting documents and communications.

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

A. Consultant will provide periodic status reports to the Contract Officer indicating the progress of the audits along with any exceptions that are identified during the review.

B. Any anticipated delays in completing the review will be immediately communicated to the Contract Officer.

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

**V. Consultant will utilize the following personnel to accomplish the Amendment No. 3 Services:**

A. Keith McCarthy, President
B. Steve Wofford, Audit Manager
C. Wally Trevino, Sr. Revenue Auditor
D. Edward Miller, Audit Manager
E. Jerry K. Du, CPA, Staff Auditor

City of Carson
Purchasing Division
701 E. Carson Street
Carson, CA 90745
(310) 952-1758

# Purchasing Waiver

In compliance with Chapter 6 (Purchasing System) of Article II (Administration) of the Carson Municipal Code (CMC), Staff are seeking to exercise waiver of the following requirements (check all that apply):

☒ **(A) Formal Bidding** *(Section 2611)*
☐ **(B) Written Contract** *(Section 2605(1)(iii))*

If **(A)** is selected above, please select the exception being exercised for this purchase:

☐ **(d)** Emergency Purchasing *(Section 2611(d))*
☒ **(e)** Sole Source Purchasing *(Section 2611(e))*
☐ **(f)** Piggyback Purchasing *(Section 2611(f))*
☐ **(g)** Cooperative Purchasing *(Section 2611(g))*
☐ **(i)** Other Purchase Exceptions *(Section 2611(i)(1) through 2611(i)(18))*

If **(e)** or **(f)** are selected above, please specify the contract number, awarding agency, and other contracting parties being exercised for this purchase:
N/A

Req # (if available): N/A
Vendor Name: **BRI CONSULTING GROUP, INC.**

Formal bidding and/or a written contract would normally be required because the purchase is for an amount $75,000 or more; here, the amount is **$448,000.00.**

Written justification or summary of purchase.
Similar to Amendment No. 1 and Amendment No. 2, Amendment No. 3 will be procured as a sole source procurement permitted under Section 2611(e) of City's Municipal Code because the services are unique due to their quality and fitness for a particular use and availability only from one (1) source. BRI is the only consultant that can perform these additional services because it has already worked on similar audits for the City and it would be highly infeasible for the City to pivot to another consultant at this juncture.

*Purchasing:*

**Josilla Togiola, Purchasing Manager**
3/11/2025

*Authorized Department Staff:*

**Name/Title:William Jefferson, Finance Director**
**Date**: 3/11/2025

**Attach all relative applicable documents including, but not limited to vendor quote, statement of sole source justification on vendor letterhead, relative contract agreements for piggybacking or cooperative purchasing exceptions, etc.*

***Attach a copy of the fully executed waiver to the corresponding requisition.*

*0224JT*

**File #:** **Version:**

# Report to Honorable Mayor and City Council

Tuesday, March 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. 25-036, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $4,242,345.49, DEMAND CHECK NUMBERS 177867 THROUGH 178050 AND 234 THROUGH 234 FOR GENERAL DEMAND (CITY COUNCIL)

## I. SUMMARY

**RESOLUTION NO. 25-036, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS AS FOLLOWS:**

**TOTAL OF $4,242,345.49 FOR GENERAL DEMANDS CHECK NUMBERS 177867 THROUGH 178050 AND 234 THROUGH 234.**

## II. RECOMMENDATION

WAIVE further reading and ADOPT Resolution No. 25-036, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $4,242,345.49, DEMAND CHECK NUMBERS 177867 THROUGH 178050 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 March 18, 2025, the City Council ratified the above demand numbers 177867 through 178050 and 234 through 234 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 $4,242,345.49.

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 MARCH, 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. 25-036, adopted by the City of Carson City Council at its meeting held on March 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 #25-036

**Attachments**

Exhibit 1 Demand Register Reso# 25-036.pdf

# City of Carson

## 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 |
|---|---|---|---|---|---|---|---|---|
| 234 | 02/27/2025 | WIRE | 000405 | CALPERS | 2,250.00 | | | |
| 177867 | 02/20/2025 | PRINTED | 000418 | 4IMPRINT INC | 331.30 | | | |
| 177868 | 02/20/2025 | PRINTED | 004691 | ADVANTAGE MAILING LLC | 21,751.98 | | | |
| 177869 | 02/20/2025 | PRINTED | 000797 | ALESHIRE AND WYNDER LLP | 38,881.78 | | | |
| 177870 | 02/20/2025 | PRINTED | 005523 | AMAZON CAPITAL SERVICES | 1,870.47 | | | |
| 177871 | 02/20/2025 | PRINTED | 002358 | APEX DRUM COMPANY INC | 1,261.74 | | | |
| 177872 | 02/20/2025 | PRINTED | 000974 | AT & T ALARM CIRCUITS | 938.26 | | | |
| 177873 | 02/20/2025 | PRINTED | 007051 | BASIC BENEFITS LLC | 1,306.79 | | | |
| 177874 | 02/20/2025 | PRINTED | 000697 | BIG ANDYS TROPHIES AND PL | 321.93 | | | |
| 177875 | 02/20/2025 | PRINTED | 007365 | BLUETRITON BRANDS, INC. | 1,311.21 | | | |
| 177876 | 02/20/2025 | PRINTED | 004297 | BROADCAST SUPPORT INC | 1,555.00 | | | |
| 177877 | 02/20/2025 | PRINTED | 000665 | CALIFORNIA ASSN OF CODE E | 200.00 | | | |
| 177878 | 02/20/2025 | PRINTED | 001489 | CHOURA VENUE SERVICES | 127.45 | | | |
| 177879 | 02/20/2025 | PRINTED | 001489 | CHOURA VENUE SERVICES | 4,713.31 | | | |
| 177880 | 02/20/2025 | PRINTED | 004168 | CIGNA BEHAVIORAL HEALTH I | 702.10 | | | |
| 177881 | 02/20/2025 | PRINTED | 001381 | COMPLETE OFFICE | 380.36 | | | |
| 177882 | 02/20/2025 | PRINTED | 007846 | CUSTOM SIGNS, INC. | 450.00 | | | |
| 177883 | 02/20/2025 | PRINTED | 001155 | DISH | 143.46 | | | |
| 177884 | 02/20/2025 | PRINTED | 000394 | EARLY CHILDHOOD | 257.04 | | | |
| 177885 | 02/20/2025 | PRINTED | 001744 | ENTERPRISE FM TRUST INC | 14,463.26 | | | |
| 177886 | 02/20/2025 | PRINTED | 008530 | FIVE STAR FIRE PROTECTION | 418.15 | | | |
| 177887 | 02/20/2025 | PRINTED | 004437 | GALLS LLC | 587.58 | | | |
| 177888 | 02/20/2025 | PRINTED | 001268 | GBROS INC | 4,998.82 | | | |
| 177889 | 02/20/2025 | PRINTED | 000941 | GOLDEN STATE WATER COMPAN | 44.88 | | | |
| 177890 | 02/20/2025 | PRINTED | 000234 | THE HOME DEPOT INC | 52.76 | | | |
| 177891 | 02/20/2025 | PRINTED | 008188 | HOUSE OF VIBES NUTRITION | 1,305.00 | | | |
| 177892 | 02/20/2025 | PRINTED | 000152 | JERRYS CLEANERS | 147.95 | | | |
| 177893 | 02/20/2025 | PRINTED | 007672 | KELLY PAPER COMPANY | 164.22 | | | |
| 177894 | 02/20/2025 | PRINTED | 000067 | LOS ANGELES COUNTY DEPT O | 90,978.50 | | | |
| 177895 | 02/20/2025 | PRINTED | 000074 | LOS ANGELES COUNTY SHERIF | 2,069,448.11 | | | |
| 177896 | 02/20/2025 | PRINTED | 007995 | LUIS GOMEZ | 2,120.00 | | | |
| 177897 | 02/20/2025 | PRINTED | 000379 | MUTUAL PROPANE CO INC | 213.59 | | | |
| 177898 | 02/20/2025 | PRINTED | 010999 | EMILY AVILA | 66.43 | | | |
| 177899 | 02/20/2025 | PRINTED | 003829 | REGIONAL TAP SERVICE CENT | 38.50 | | | |
| 177900 | 02/20/2025 | PRINTED | 003304 | REQUEST LINE MUSIC | 500.00 | | | |
| 177901 | 02/20/2025 | PRINTED | 010000 | ARLENE MOORE | 500.00 | | | |
| 177902 | 02/20/2025 | PRINTED | 010000 | ATHERTON BAPTIST CHURCH W | 500.00 | | | |
| 177903 | 02/20/2025 | PRINTED | 010000 | CHRISTOPHER TAYLOR | 500.00 | | | |
| 177904 | 02/20/2025 | PRINTED | 010000 | JOSE DURAN | 3,360.80 | | | |
| 177905 | 02/20/2025 | PRINTED | 010000 | KEN SOENG CHEA | 12,459.57 | | | |
| 177906 | 02/20/2025 | PRINTED | 010000 | MANHATTAN FLOOR COVIERNG | 654.00 | | | |
| 177907 | 02/20/2025 | PRINTED | 008461 | RINGCENTRAL, INC | 50.29 | | | |
| 177908 | 02/20/2025 | PRINTED | 000427 | SAM'S CLUB DIRECT | 130.90 | | | |
| 177909 | 02/20/2025 | PRINTED | 007386 | KAISER FOUNDATION HEALTH | 450.00 | | | |
| 177910 | 02/20/2025 | PRINTED | 004977 | CHARTER COMMUNICATION | 1,734.34 | | | |
| 177911 | 02/20/2025 | PRINTED | 000718 | STAPLES ADVANTAGE | 3,429.45 | | | |
| 177912 | 02/20/2025 | PRINTED | 008368 | THE TRADES GROUP | 400.00 | | | |
| 177913 | 02/20/2025 | PRINTED | 008510 | TIMOTHY WILLIAMS | 3,850.00 | | | |
| 177914 | 02/20/2025 | PRINTED | 007705 | TRANSTECH ENGINEERS, INC. | 6,845.00 | | | |
| 177915 | 02/20/2025 | PRINTED | 001318 | TURBO DATA SYSTEMS INC | 88.20 | | | |
| 177916 | 02/20/2025 | PRINTED | 007710 | TYLER TOWNES | 2,500.00 | | | |
| 177917 | 02/20/2025 | PRINTED | 006769 | U S BANK CORPORATE PAYMEN | 19.95 | | | |

# 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 |
|---|---|---|---|---|---|---|---|---|
| 177918 | 02/20/2025 | PRINTED | 008430 | URBAN HABITAT | 435,903.27 | | | |
| 177919 | 02/25/2025 | PRINTED | 007777 | Juan Sanchez | 1,500.00 | | | |
| 177920 | 02/27/2025 | PRINTED | 000137 | ADMINISTRATIVE SERVICES C | 24,646.72 | | | |
| 177921 | 02/27/2025 | PRINTED | 002904 | ADMINSURE INC | 9,363.00 | | | |
| 177922 | 02/27/2025 | PRINTED | 008533 | AFIA HEMPHILL | 50.00 | | | |
| 177923 | 02/27/2025 | PRINTED | 006334 | ALANS LAWN AND GARDEN CEN | 920.79 | | | |
| 177924 | 02/27/2025 | PRINTED | 000797 | ALESHIRE AND WYNDER LLP | 58,328.10 | | | |
| 177925 | 02/27/2025 | PRINTED | 000042 | ALIN PARTY SUPPLY CO | 293.10 | | | |
| 177926 | 02/27/2025 | PRINTED | 006506 | ALL IN ONE PARTIES | 660.00 | | | |
| 177927 | 02/27/2025 | PRINTED | 004388 | AIS TRUST ACCOUNT NEWPORT | 46.00 | | | |
| 177928 | 02/27/2025 | PRINTED | 007864 | ALTA PLANNING + DESIGN, I | 85,193.71 | | | |
| 177929 | 02/27/2025 | PRINTED | 005523 | AMAZON CAPITAL SERVICES | 1,672.77 | | | |
| 177930 | 02/27/2025 | PRINTED | 000504 | AMERICAN RED CROSS HEALTH | 1,040.00 | | | |
| 177931 | 02/27/2025 | PRINTED | 008395 | ANDREA VILLASANA | 50.00 | | | |
| 177932 | 02/27/2025 | PRINTED | 004410 | B D WHITE TOP SOIL CO INC | 615.20 | | | |
| 177933 | 02/27/2025 | PRINTED | 001438 | BLUE DIAMOND MATERIALS | 223.30 | | | |
| 177934 | 02/27/2025 | PRINTED | 007365 | BLUETRITON BRANDS, INC. | 88.49 | | | |
| 177935 | 02/27/2025 | PRINTED | 004297 | BROADCAST SUPPORT INC | 1,135.00 | | | |
| 177936 | 02/27/2025 | PRINTED | 001627 | BSN SPORTS LLC | 233.76 | | | |
| 177937 | 02/27/2025 | PRINTED | 008411 | CALTEC CORP | 101,582.65 | | | |
| 177938 | 02/27/2025 | PRINTED | 006503 | IMPEX TECHNOLOGIES | 17,475.33 | | | |
| 177939 | 02/27/2025 | PRINTED | 007161 | CARLOS ALBERTO GUERRA | 100.00 | | | |
| 177940 | 02/27/2025 | PRINTED | 001489 | CHOURA VENUE SERVICES | 1,169.00 | | | |
| 177941 | 02/27/2025 | PRINTED | 008513 | CINTAS CORPORATION NO. 2 | 3,188.67 | | | |
| 177942 | 02/27/2025 | PRINTED | 000236 | CITY OF LONG BEACH | 7.13 | | | |
| 177943 | 02/27/2025 | PRINTED | 008033 | CLARENCE JOHNSON | 100.00 | | | |
| 177944 | 02/27/2025 | PRINTED | 008400 | CLIMATE INDUSTRIES, INC. | 729.76 | | | |
| 177945 | 02/27/2025 | PRINTED | 007718 | CLIVABETH PHOTOGRAPHY LLC | 885.00 | | | |
| 177946 | 02/27/2025 | PRINTED | 001180 | COUNTY OF LOS ANGELES | 28,112.49 | | | |
| 177947 | 02/27/2025 | PRINTED | 008388 | CRAFTWATER ENGINEERING, I | 80,624.73 | | | |
| 177948 | 02/27/2025 | PRINTED | 004115 | CSG CONSULTANTS INC | 40,213.75 | | | |
| 177949 | 02/27/2025 | PRINTED | 000127 | DAILY BREEZE NEWSPAPER | 915.99 | | | |
| 177950 | 02/27/2025 | PRINTED | 000268 | DAILY JOURNAL CORP | 984.00 | | | |
| 177951 | 02/27/2025 | PRINTED | 007176 | DAVEY COACH SALES INC. | 2,306.15 | | | |
| 177952 | 02/27/2025 | PRINTED | 007163 | DIANNE THOMAS | 100.00 | | | |
| 177953 | 02/27/2025 | PRINTED | 006465 | LOUIE DIAZ | 100.00 | | | |
| 177954 | 02/27/2025 | PRINTED | 000534 | DIRECTV | 249.99 | | | |
| 177955 | 02/27/2025 | PRINTED | 006482 | FREDERICK DOCDOCIL | 100.00 | | | |
| 177956 | 02/27/2025 | PRINTED | 006876 | DONALD A. SPRAGUE | 175.00 | | | |
| 177957 | 02/27/2025 | PRINTED | 000394 | EARLY CHILDHOOD | 33.06 | | | |
| 177958 | 02/27/2025 | PRINTED | 008107 | FCG CONSULTANTS INC | 10,950.77 | | | |
| 177959 | 02/27/2025 | PRINTED | 006085 | GARCIA, MARIA DE JESUS | 57.98 | | | |
| 177960 | 02/27/2025 | PRINTED | 001268 | GBROS INC | 1,660.09 | | | |
| 177961 | 02/27/2025 | PRINTED | 007611 | GEORGE, MICHAEL | 175.00 | | | |
| 177962 | 02/27/2025 | PRINTED | 000941 | GOLDEN STATE WATER COMPAN | 1,262.66 | | | |
| 177963 | 02/27/2025 | PRINTED | 000941 | GOLDEN STATE WATER COMPAN | 2,851.73 | | | |
| 177964 | 02/27/2025 | PRINTED | 000107 | GOVERNMENT FINANCE OFFICE | 150.00 | | | |
| 177965 | 02/27/2025 | PRINTED | 000793 | GRAINGER | 600.05 | | | |
| 177966 | 02/27/2025 | PRINTED | 008538 | GREATER LA BASIN OF THE | 560.00 | | | |
| 177967 | 02/27/2025 | PRINTED | 005525 | GREENBERG TRAURIG LLP | 30,301.50 | | | |
| 177968 | 02/27/2025 | PRINTED | 008394 | HANNAH MITCHELL | 50.00 | | | |
| 177969 | 02/27/2025 | PRINTED | 008132 | HASA INC | 1,001.96 | | | |

# 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 |
|---|---|---|---|---|---|---|---|---|
| 177970 | 02/27/2025 | PRINTED | 007378 | HERC RENTALS INC. | 1,629.20 | | | |
| 177971 | 02/27/2025 | PRINTED | 000234 | THE HOME DEPOT INC | 1,510.45 | | | |
| 177972 | 02/27/2025 | PRINTED | 000615 | DELL HUFF | 100.00 | | | |
| 177973 | 02/27/2025 | PRINTED | 000514 | HUNTINGTON HARDWARE CO IN | 132.02 | | | |
| 177974 | 02/27/2025 | PRINTED | 008160 | HZS ENGINEERING INC | 13,381.29 | | | |
| 177975 | 02/27/2025 | PRINTED | 007655 | IDS GROUP, INC | 24,582.00 | | | |
| 177976 | 02/27/2025 | PRINTED | 006497 | INSIGHT PUBLIC SECTOR | 415.70 | | | |
| 177977 | 02/27/2025 | PRINTED | 008495 | INTERINDUSTRY SOLUTIONS T | 2,853.71 | | | |
| 177978 | 02/27/2025 | PRINTED | 007778 | IRENE T. VIERNES | 50.00 | | | |
| 177979 | 02/27/2025 | PRINTED | 007829 | JOHNSON CONTROLS | 151,096.13 | | | |
| 177980 | 02/27/2025 | PRINTED | 007688 | JOKER PARTY SUPPLY, INC. | 836.57 | | | |
| 177981 | 02/27/2025 | PRINTED | 008390 | JOSHUA MOORE | 50.00 | | | |
| 177982 | 02/27/2025 | PRINTED | 008458 | JUAN ESTRADA | 50.00 | | | |
| 177983 | 02/27/2025 | PRINTED | 008392 | KAYLA HONMA | 50.00 | | | |
| 177984 | 02/27/2025 | PRINTED | 008397 | KHRISTOPHER REDWAY | 50.00 | | | |
| 177985 | 02/27/2025 | PRINTED | 008404 | LEA MACIAS | 50.00 | | | |
| 177986 | 02/27/2025 | PRINTED | 008537 | LEONOR GONZALEZ | 100.00 | | | |
| 177987 | 02/27/2025 | PRINTED | 007280 | LETICIA VASQUEZ WILSON | 100.00 | | | |
| 177988 | 02/27/2025 | PRINTED | 007280 | LETICIA VASQUEZ WILSON | 100.00 | | | |
| 177989 | 02/27/2025 | PRINTED | 008391 | LEWIS COLSON | 50.00 | | | |
| 177990 | 02/27/2025 | PRINTED | 008534 | LISA F. COTTRELL | 50.00 | | | |
| 177991 | 02/27/2025 | PRINTED | 008396 | LIV WILLIAMS | 50.00 | | | |
| 177992 | 02/27/2025 | PRINTED | 000067 | LOS ANGELES COUNTY DEPT O | 75,927.66 | | | |
| 177993 | 02/27/2025 | PRINTED | 000070 | LOS ANGELES COUNTY DEPT O | 10,107.40 | | | |
| 177994 | 02/27/2025 | PRINTED | 000178 | LOS ANGELES COUNTY | 18.00 | | | |
| 177995 | 02/27/2025 | PRINTED | 000074 | LOS ANGELES COUNTY SHERIF | 1,029.12 | | | |
| 177996 | 02/27/2025 | PRINTED | 000494 | M AND S METALS | 1,169.38 | | | |
| 177997 | 02/27/2025 | PRINTED | 007248 | MARIA'S GARDEN CENTER & L | 176.40 | | | |
| 177998 | 02/27/2025 | PRINTED | 007428 | MFUME, DEQUITA | 100.00 | | | |
| 177999 | 02/27/2025 | PRINTED | 007664 | WILLIAMS SCOTSMAN, INC. | 386.38 | | | |
| 178000 | 02/27/2025 | PRINTED | 000385 | NATIONWIDE ENVIRONMENTAL | 98,131.60 | | | |
| 178001 | 02/27/2025 | PRINTED | 007851 | NAVIN SAMI | 17,440.00 | | | |
| 178002 | 02/27/2025 | PRINTED | 006825 | NORA MOMOLI | 50.00 | | | |
| 178003 | 02/27/2025 | PRINTED | 000481 | OCEAN BLUE ENVIRONMENTAL | 14,330.80 | | | |
| 178004 | 02/27/2025 | PRINTED | 000357 | ORANGE COUNTY TANK TESTIN | 895.00 | | | |
| 178005 | 02/27/2025 | PRINTED | 000649 | PEPE'S INC | 405.00 | | | |
| 178006 | 02/27/2025 | PRINTED | 001128 | QUINN COMPANY | 7,407.09 | | | |
| 178007 | 02/27/2025 | PRINTED | 006973 | RACE TELECOMMUNICATIONS, | 1,061.18 | | | |
| 178008 | 02/27/2025 | PRINTED | 008230 | RAJO, A CALIF. CORP | 80.00 | | | |
| 178009 | 02/27/2025 | PRINTED | 004145 | CASSANDRA REED | 50.00 | | | |
| 178010 | 02/27/2025 | PRINTED | 008198 | RENT FOR EVENT, LLC | 16,500.00 | | | |
| 178011 | 02/27/2025 | PRINTED | 010000 | BP ENERGY RETAIL COMPANY | 19,733.97 | | | |
| 178012 | 02/27/2025 | PRINTED | 010000 | GARCIA, SERGIO | 452.00 | | | |
| 178013 | 02/27/2025 | PRINTED | 010000 | WATSON LAND COMPANY | 9,463.81 | | | |
| 178014 | 02/27/2025 | PRINTED | 000750 | RKA CONSULTING GROUP | 7,281.75 | | | |
| 178015 | 02/27/2025 | PRINTED | 000402 | ROADLINE PRODUCTS INC USA | 7,291.68 | | | |
| 178016 | 02/27/2025 | PRINTED | 001230 | ROBERTSONS READY MIX CONC | 1,450.43 | | | |
| 178017 | 02/27/2025 | PRINTED | 003585 | RSG INC | 2,152.50 | | | |
| 178018 | 02/27/2025 | PRINTED | 001388 | RUSSELL SIGLER INC | 759.45 | | | |
| 178019 | 02/27/2025 | PRINTED | 000120 | S&S WORLDWIDE, INC | 635.50 | | | |
| 178020 | 02/27/2025 | PRINTED | 007608 | SAIDICO DIRECT INC | 2,063.98 | | | |
| 178021 | 02/27/2025 | PRINTED | 000427 | SAM'S CLUB DIRECT | 646.60 | | | |

# 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 |
|---|---|---|---|---|---|---|---|---|
| 178022 | 02/27/2025 | PRINTED | 000158 | LIWAYWAY N SANTOS | 132.48 | | | |
| 178023 | 02/27/2025 | PRINTED | 004291 | SATOR SPORTS INC | 4,575.28 | | | |
| 178024 | 02/27/2025 | PRINTED | 001605 | SC FUELS | 10,657.27 | | | |
| 178025 | 02/27/2025 | PRINTED | 006964 | SCCI, INC. | 400.00 | | | |
| 178026 | 02/27/2025 | PRINTED | 001667 | SEA COAST DESIGN GROUP IN | 1,367.76 | | | |
| 178027 | 02/27/2025 | PRINTED | 000170 | SHERWIN WILLIAMS | 186.74 | | | |
| 178028 | 02/27/2025 | PRINTED | 000170 | SHERWIN WILLIAMS | 815.73 | | | |
| 178029 | 02/27/2025 | PRINTED | 003159 | SITEONE LANDSCAPE SUPPLY | 103.06 | | | |
| 178030 | 02/27/2025 | PRINTED | 000191 | SMARDAN SUPPLY | 1,108.00 | | | |
| 178031 | 02/27/2025 | PRINTED | 000211 | SMART AND FINAL IRIS | 232.81 | | | |
| 178032 | 02/27/2025 | PRINTED | 008321 | SMART IT PROS, INC. | 3,943.25 | | | |
| 178033 | 02/27/2025 | PRINTED | 000240 | SOUTHERN CALIFORNIA EDISO | 56,725.80 | | | |
| 178034 | 02/27/2025 | PRINTED | 008152 | SO CAL EQUIPMENT REPAIR, | 5,948.49 | | | |
| 178035 | 02/27/2025 | PRINTED | 004417 | SOCALGAS | 1,630.74 | | | |
| 178036 | 02/27/2025 | PRINTED | 007796 | SOUTH BAY FORD INC | 7,822.21 | | | |
| 178037 | 02/27/2025 | PRINTED | 000289 | STATE OF CA DOJ/ACCTG OFF | 180.00 | | | |
| 178038 | 02/27/2025 | PRINTED | 005013 | SWAYZER CORPORATION | 54,189.39 | | | |
| 178039 | 02/27/2025 | PRINTED | 007090 | T-MOBILE USA INC. | 9,985.47 | | | |
| 178040 | 02/27/2025 | PRINTED | 007705 | TRANSTECH ENGINEERS, INC. | 288,942.70 | | | |
| 178041 | 02/27/2025 | PRINTED | 001318 | TURBO DATA SYSTEMS INC | 1,664.12 | | | |
| 178042 | 02/27/2025 | PRINTED | 004017 | TYLER TECHNOLOGIES | 4,000.00 | | | |
| 178043 | 02/27/2025 | PRINTED | 006769 | U S BANK CORPORATE PAYMEN | 1,590.80 | | | |
| 178044 | 02/27/2025 | PRINTED | 006769 | CITY MANAGER | 7,279.08 | | | |
| 178045 | 02/27/2025 | PRINTED | 001407 | VASQUEZ & COMPANY LLP | 12,608.40 | | | |
| 178046 | 02/27/2025 | PRINTED | 001120 | RAYMOND VELASCO | 39.06 | | | |
| 178047 | 02/27/2025 | PRINTED | 003166 | VERITIV CORPORATION | 319.70 | | | |
| 178048 | 02/27/2025 | PRINTED | 002212 | HD SUPPLY CONSTRUCTION AN | 61.32 | | | |
| 178049 | 02/27/2025 | PRINTED | 008512 | ZOEY WOOD | 50.00 | | | |
| 178050 | 02/27/2025 | PRINTED | 008519 | THUNDER STUDIOS, INC. | 18,790.00 | | | |
| | | 185 CHECKS | | CASH ACCOUNT TOTAL | 4,242,345.49 | .00 | | |

# AP CHECK RECONCILIATION REGISTER

| | | UNCLEARED | CLEARED |
|---|---|---|---|
| 185 CHECKS | FINAL TOTAL | 4,242,345.49 | .00 |

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

**File #:** **Version:**

# Report to Honorable Mayor and City Council

Tuesday, March 18, 2025, 5:00 PM

CONSENT 15.

To: Honorable Mayor and City Council

From: William Jefferson, Director of Finance FIN Accounting

Subject: CONSIDER ADOPTING RESOLUTION NO. 25-04-CHA, A RESOLUTION OF THE CARSON HOUSING AUTHORITY RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $23,539.26, DEMAND CHECK NUMBERS HA-002035 THROUGH HA-002041 (CITY COUNCIL)

## I. SUMMARY

**RESOLUTION NO. 25-04-CHA, A RESOLUTION OF THE CARSON HOUSING AUTHORITY RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $23,539.26, DEMAND CHECK NUMBERS HA-002035 THROUGH HA-002041.**

## II. RECOMMENDATION

WAIVE further reading and ADOPT Resolution No. 25-04-CHA, "A RESOLUTION OF THE CARSON HOUSING AUTHORITY RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $23,539.26, DEMAND CHECK NUMBERS HA-002035 THROUGH HA-002041".

## 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 March 18, 2025, the Carson Housing Authority ratified the above demand numbers HA-002035 through HA-002041. 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 $23,539.26.

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 MARCH, 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. 25-04-CHA, adopted by the City of Carson City Council at its meeting held on March 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 #25-04-CHA

**Attachments**

Exhibit 1 CHA Demand Reso# 25-04-CHA.pdf

# City of Carson

## 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 |
|---|---|---|---|---|---|---|---|---|
| 2035 | 02/11/2025 | PRINTED | 000423 | AVALON COURTYARD | 12,121.98 | | | |
| 2036 | 02/11/2025 | PRINTED | 006884 | LYFT, INC. | 52.80 | | | |
| 2037 | 02/11/2025 | PRINTED | 000211 | SMART AND FINAL IRIS | 15.99 | | | |
| 2038 | 02/13/2025 | PRINTED | 003585 | RSG INC | 1,023.75 | | | |
| 2039 | 02/18/2025 | PRINTED | 000211 | SMART AND FINAL IRIS | 267.24 | | | |
| 2040 | 02/27/2025 | PRINTED | 000547 | CARSON TERRACE PARTNERS L | 6,110.00 | | | |
| 2041 | 02/27/2025 | PRINTED | 003585 | RSG INC | 3,947.50 | | | |
| | | 7 CHECKS | | CASH ACCOUNT TOTAL | 23,539.26 | .00 | | |

# AP CHECK RECONCILIATION REGISTER

| | | UNCLEARED | CLEARED |
|---|---|---|---|
| 7 CHECKS | FINAL TOTAL | 23,539.26 | .00 |

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

**File #:** **Version:**

# Report to Honorable Mayor and City Council

Tuesday, March 18, 2025, 5:00 PM

CONSENT 16.

To: Honorable Mayor and City Council

From: William Jefferson, Director of Finance FIN Accounting

Subject: CONSIDER ADOPTING RESOLUTION NO. 25-03-CSA, A RESOLUTION OF THE CARSON SUCCESSOR AGENCY CLAIMS AND DEMANDS IN THE AMOUNT OF $15,918.09, DEMAND CHECK NUMBERS SA-001944 THROUGH SA-001948 (CITY COUNCIL)

## I. SUMMARY

**RESOLUTION NO. 25-03-CSA, A RESOLUTION OF THE CARSON SUCCESSOR AGENCY CLAIMS AND DEMANDS IN THE AMOUNT OF $15,918.09, DEMAND CHECK NUMBERS SA-001944 THROUGH SA-001948.**

## II. RECOMMENDATION

WAIVE further reading and ADOPT Resolution NO. 25-03-CSA, "A RESOLUTION OF THE CARSON SUCCESSOR AGENCY CLAIMS AND DEMANDS IN THE AMOUNT OF $15,918.09, DEMAND CHECK NUMBERS SA-001944 THROUGH SA-001948".

## 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 March 18, 2025, the Carson Successor Agency ratified the above demand numbers SA-001944 through SA-001948. 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 $15,918.09.

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 MARCH, 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. 25-03-CSA, adopted by the City of Carson City Council at its meeting held on March 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 #25-03-CSA

**Attachments**

Exhibit 1 CSA Demand Reso #25-03-CSA.pdf

# City of Carson

## 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 |
|---|---|---|---|---|---|---|---|---|
| 1944 | 02/11/2025 | PRINTED | 001924 | THE BANK OF NEW YORK MELL | 1,965.00 | | | |
| 1945 | 02/13/2025 | PRINTED | 000797 | ALESHIRE AND WYNDER LLP | 30.80 | | | |
| 1946 | 02/13/2025 | PRINTED | 003585 | RSG INC | 3,552.50 | | | |
| 1947 | 02/18/2025 | PRINTED | 001001 | AT&T PHONE | 63.54 | | | |
| 1948 | 02/27/2025 | PRINTED | 003585 | RSG INC | 10,306.25 | | | |
| | | 5 CHECKS | | CASH ACCOUNT TOTAL | 15,918.09 | .00 | | |

# AP CHECK RECONCILIATION REGISTER

| | | UNCLEARED | CLEARED |
|---|---|---|---|
| 5 CHECKS | FINAL TOTAL | 15,918.09 | .00 |

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

# Report to Honorable Mayor and City Council

Tuesday, March 18, 2025, 5:00 PM

CONSENT 17.

To: Honorable Mayor and City Council

From: Gary Carter, Director, Information Technology and Security ITS Administration

Subject: CONSIDER AWARD OF A CONSTRUCTION CONTRACT TO HP COMMUNICATIONS, INC. FOR PROJECT NO. 1797: CITYWIDE MUNICIPAL FIBER OPTIC NETWORK UTILITY UNDERGROUNDING AND EXCAVATION CONSTRUCTION PHASE I. (CITY COUNCIL)

## I. SUMMARY

Project No. 1797: Citywide Municipal Fiber Optic Network Phase I is included in the Fiscal Year 2024-25 Capital Improvement Program. This project is the first phase of the citywide network and includes constructing a fiber network backbone in the public right-of-way on Avalon Blvd and several city streets required to connect City Hall, City Yards Facility, and twelve (12) city parks (Exhibit No. 1). The twelve (12) City parks that will connect to the fiber network include Anderson Park, Calas Park, Carriage Crest Park, Carson Park, Del Amo Park, Dolphin Park, Dominquez Park, Foisia Park, Mills Memorial Park, Hemingway Park, Stevenson Park, and Veterans Park. The Phase I fiber network backbone project will enhance broadband for City operations and provide business continuity supporting a resilient community, improve the City's free Wi-Fi services to residents at City parks, deliver a robust network for the City's public safety cameras, and support the network capacity required for live streaming global events, such as the 2026 World Cup and 2028 Olympics Events. Staff is seeking City Council approval to award a construction contract to HP Communications, Inc. in the amount not to exceed $26,919,708.50 (Exhibit No. 2) The total amount of the Citywide Municipal Fiber Optic Network Phase I project is $26,919,708.50.

## II. RECOMMENDATION

1. AWARD a construction contract for Project No. 1797: Citywide Municipal Fiber Optic Network Phase I not to exceed the amount of $26,919,708.50, to the lowest responsive and responsible bidder, HP Communications, Inc.
2. AUTHORIZE the Mayor to execute the contract with HP Communications, Inc. after approval as to form by the City Attorney.

## III. ALTERNATIVES

1. REJECT all bids.
2. TAKE another action the City Council deems appropriate.

## IV. BACKGROUND

On February 3, 2025, the City of Carson advertised notices for construction bids through RFP No. 25-012 (Exhibit No. 4), with two bids received through PlanetBids and opened by the Purchasing Manager, at the City Clerk's office on March 3, 2025.

The project consists of utility undergrounding and excavation for installation of over 100,000 linear feet of conduit and fiber optic cable to connect twelve City parks within District 1, District 2, District 3, and District 4, and a primary network backbone installed on Avalon Blvd. The utility undergrounding will be completed primarily by directional boring methods, with open trench and bridge attachment utilized for a portion of the route when necessary. The contractor will install 254 fiber vaults throughout the fiber backbone for connection to future phases. HP Communications, Inc. did not include fiber splicing in their proposal. However, as multiple phases are planned for the citywide municipal fiber network, the City will bid and enter into a multi-year agreement with a fiber splicing vendor to support standardized splicing specifications, detailed documentation for construction and testing, and provide maintenance support for fiber splicing once operations are activated.

The bid results are as listed below (Exhibit No. 3):

| Bidder | Place of Business | Bid Amount |
|---|---|---|
| 1. HP Communications, Inc. | Corona, California | $26,919,708.50 |
| 2. Spirit Energy LLC (Prime)<br><br>Subcontractors: Advanced Media Technologies, Advanced Media Services, Advanced Powering Services, et al. | Deerfield Beach, Florida | $4,833,171.00<br><br>Bidder Disqualified for Failure to Meet Bid Requirements. |

A Bid Evaluation Committee comprised of staff from the Information Technology and Security Department and Public Works Department, reviewed the bids and determined that the lowest responsive and responsible bid was submitted by HP Communications, Inc., with a total bid in the amount of $26,919,708.50. HP Communications, Inc. is a licensed contractor in the State of California, Contractor State License Board license number 752762 for classifications including C-7 Low Voltage Systems, A- General Engineering, C10 Electrical, and C31 Construction Zone Traffic Control. HP Communications also has an active DIR registration PWCR Number: 1000015920, and over 26 years of completing similar construction work. HP Communications has completed similar utility undergrounding projects for CalTrans, Culver City, and the City of West Hollywood. The contractor's references were checked and all provided comments attesting that the work was completed in professional manner and within a reasonable project schedule.

A summary of the project schedule is as follows:

| | |
|---|---|
| Award of Construction Contract | March 18, 2025 |
| Agreement executed by City | April 17, 2025 |
| Purchase Order Issuance | April 21, 2025 |
| Start of Construction | May 19, 2025 |

| | |
|---|---|
| Completion of Construction | June 30, 2026 |

Staff requests the City Council award a Construction Contract to HP Communications, Inc. in the amount not to exceed $26,919,708.50.

## V. FISCAL IMPACT

The total construction bid amount for this capital improvement project is $26,919,708.50. The total project cost of $26,919,708.50 will be allocated from the existing fiscal year 2024-25 Capital Improvement Program account in the amount of $5,000,000, and the remaining $21,919,708.50 to be allocated at the discretion of City Council from the Fiscal Year 2025-26 budget. The Phase I project is scheduled to be completed by June 30, 2026. Therefore, there are no fiscal impacts to subsequent fiscal years beyond FY2025-26.

| Fiscal Year | Amount | Account Number |
|---|---|---|
| FY2024-25 | $5,000,000.00 | 1101-99-999-904-8012 |
| FY2025-26 | $21,919,708.50 | 1101-99-999-904-8012 |

## VI. EXHIBITS

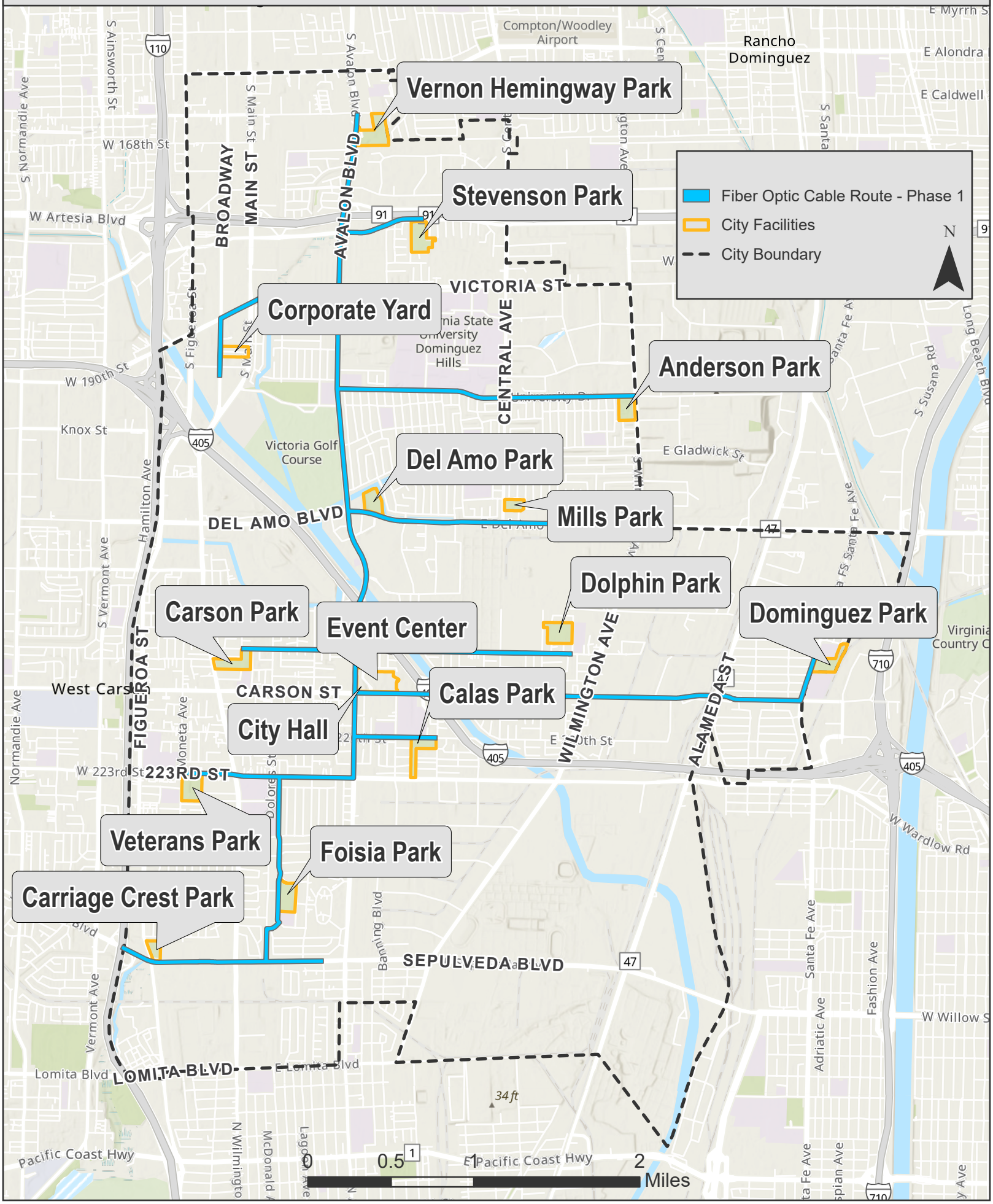
1. Location Map
2. Public Works Agreement with HP Communications, Inc.
3. Bid Register
4. RFP

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

**Attachments**

Phase1 Location Map.pdf
HP Communications Contract (Fiber Options Ph 1)(1059795.1).pdf
RFP 25_012 BID REGISTER.pdf
RFP 25-012 - Final with Appendices.pdf

# Phase 1:
# Location Map



**PUBLIC WORKS AGREEMENT**
**BETWEEN THE CITY OF CARSON AND**
**HP COMMUNICATIONS, INC.**

THIS PUBLIC WORKS AGREEMENT ("**Agreement**") is made and entered into this day of _____, 2025, by and between the City of Carson, a California charter city ("**City**") and HP Communications, Inc., a California corporation ("**Contractor**"). City and Contractor may be referred to, sometimes individually or collectively, as "Party" or "Parties."

## RECITALS

A. The City desires to retain Contractor, on an independent contractor basis, to perform services for public works, as more particularly described below.

B. Contractor represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

C. Pursuant to the City of Carson Municipal Code and California state law, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Contractor for performance of the services and desire that the terms of that performance be as particularly defined and described herein.

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

## AGREEMENT

### ARTICLE 1. CONTRACTOR SERVICES

#### 1.1 Scope of Work.

The Contractor shall perform all of the work, furnish all labor, materials, equipment, tools, utility services, and transportation, and comply with all of the specifications and requirements in the Bid Documents for the project entitled RFP No. 25-012 Citywide Municipal Fiber Optic Network Utility Undergrounding and Excavation Construction Phase I ("**Project**"). The Citywide Project requires Contractor to provide utility undergrounding and excavation for installation of over 100,000 linear feet of conduit and fiber optic cable to connect twelve city parks within District 1, District 2, District 3, and District 4, and a primary network backbone installed on Avalon Blvd. The twelve (12) City parks include Anderson Park, Calas Park, Carriage Crest Park, Carson Park, Del Amo Park, Dolphin Park, Dominquez Park, Foisia Park, Mills Memorial Park, Hemingway Park, Stevenson Park, and Veterans Park. The utility undergrounding will be completed primarily by directional boring methods, with open trench and bridge attachment utilized for a portion of the route when necessary. The Contractor will install 254 fiber vaults throughout the fiber backbone

for connection to future phases. All such work shall be performed in a good and workmanlike manner, as reasonably determined by the City, and shall be performed in compliance with all local, state, and federal laws and regulations. As used herein, "**Bid Documents**" refers to all of the documents included in the solicitation of bids for the Project, including but not limited to, the Invitation for Bids, Instructions to Bidders, Bid or Bid Proposal, Contract Documents, Special Provisions, Technical Provisions, Construction Plans, Standard Plans, Drawings, Reference Specifications, all applicable permit requirements, any addenda, any applicable Project Labor Agreement, and any other documents included, referenced, or incorporated therein, and the Scope of Work, attached hereto as Exhibit A of this Agreement. The Bid Documents are incorporated into this Agreement and made part hereof. In the event of any conflict between the terms of the Bid Documents and this Agreement, the terms of this Agreement shall govern.

**1.2 Incorporation of Greenbook.**

The provisions of the 2021 Edition of the Standard Specifications for Public Works Construction, as updated by errata, ("Greenbook") are incorporated herein, except as explicitly modified by the Bid Documents. In the event of any conflict between the provisions of the Greenbook and this Agreement, the terms of this Agreement shall govern.

**1.3 Compliance with Labor and Wage Laws.**

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

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

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

(d) Penalty for Failure to Pay Prevailing Wages. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the City, forfeit two hundred dollars ($200) for each calendar day,

or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

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

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

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

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

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

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

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

### 1.4 Compliance with Project Labor Agreement

If and to the extent that the work to be performed under this Agreement is within the scope of the City's Project Labor Agreement, which was fully executed as of March 4, 2020, by and between the City and the Los Angeles/Orange Counties Building and Construction Trades Council and the Signatory Craft Councils and Unions (the "Project Labor Agreement"), City and Contractor acknowledge and agree that Contractor is required to comply with the provisions of the Project Labor Agreement, and that in the event of a conflict between the provisions of this Agreement and the Project Labor Agreement, the Project Labor Agreement shall supersede and take precedence over the conflicting provision(s) of this Agreement.

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

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

### 1.6 Familiarity with Work.

By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of work to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder.

### 1.7 Discovery of Unknown Conditions.

(a) Pursuant to Public Contract Code section 7104, Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any: (i) material Contractor believes may be hazardous waste as defined in Section 25117 of the Health & Safety

Code required to be removed to a Class I, II, or III disposal site in accordance with existing law; (ii) subsurface or latent physical conditions at the site, materially different from those indicated by information about the site made available to bidders prior to the deadline for submitting bids on the project; or (iii) unknown physical conditions at the site of any unusual nature, different from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement.

(b) City shall promptly investigate the conditions, and if it finds that the conditions do materially differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work, shall issue a change order in accordance with this Agreement.

(c) In the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date set, but shall proceed with all work to be performed under the Agreement. Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

**1.8 Unidentified Utilities.**

To the extent required by Government Code section 4215, City will compensate Contractor for the cost of locating, repairing damage not due to the failure of Contractor to exercise reasonable care, and removing or relocating utility facilities not identified by City in the Bid Documents with reasonable accuracy, and for equipment on the project necessarily idled during such work. Nothing herein shall be deemed to require City to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the project site can be inferred from the presence of other visible facilities, such as buildings, meters, and junction boxes, on or adjacent to the site of the construction; provided, however, nothing herein shall relieve City from identifying main or trunklines in the plans and specifications. If Contractor, while performing the work, discovers utility facilities not identified by City in the plans or specifications, Contractor shall immediately notify City and the utility in writing. This Agreement is subject to Government Code sections 4126 through 4216.9. Contractor must notify utilities and obtain an identification number before excavation or be subject to liability for damages to subsurface installations.

**1.9 Trench Excavation.**

Pursuant to Labor Code section 6705, if this Agreement is for more than $25,000 and requires the excavation of any trench or trenches five feet or more in depth, Contractor shall submit, in advance of such excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. The plan shall be reviewed and accepted by the City, or a registered civil or structural engineer employed by the City to whom authority has been delegated, prior to the excavation. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. This section shall not be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the

Construction Safety Orders. This subsection shall not be construed to impose tort liability on the City or any of its employees. Full compensation for sheeting, shoring, bracing, sloping, and all other provisions required for worker protection shall be considered as included in the contract price shown in the appropriate Bid Item, and no additional compensation will be allowed therefor.

### 1.10 Protection and Care of Work and Materials.

The Contractor shall adopt reasonable methods, including providing and maintaining storage facilities, during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as caused by City's own negligence. Stored materials shall be reasonably accessible for inspection. Contractor shall not, without City's consent, assign, sell, mortgage, hypothecate, or remove equipment or materials which have been installed or delivered and which may be necessary for the completion of the work.

### 1.11 Warranty.

Contractor warrants all work under the Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the work or non-conformance of the work to the Agreement, commence and prosecute with due diligence all work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act as soon as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair, remove and replace any portions of the work (or work of other contractors) damaged by its defective work or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense.

Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

**1.12 Additional Work and Change Orders.**

(a) City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Work or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the City's Director of Public Works or City Engineer, or either of their designees, to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor ("**Change Order**"). All Change Orders must be signed by the Contractor and City's Director of Public Works or City Engineer, or either of their designees, prior to commencing the extra work thereunder.

(b) Any increase in compensation of up to the amount of contingency approved by the City Council at the time the Project was awarded to Contractor plus any additional subsequent contingency approved by the City Council, if any, taken either separately or cumulatively, or any increase in the time to perform of up to one hundred eighty (180) days and which are not detrimental to the Work or to the interest of the City, may be approved by the City's Director of Public Works or City Engineer, or either of their designees. Any greater increases, taken either separately or cumulatively, must be approved by the City Council.

(c) Any adjustment in the Contract Sum for a Change Order must be in accordance with the rates set forth in the Schedule of Compensation. If the rates in the Schedule of Compensation do not cover the type of work in the Change Order, the cost of such work shall not exceed an amount agreed upon in writing and signed by Contractor and City's Director of Public Works or City Engineer, or either of their designees. If the cost of the Change Order cannot be agreed upon, the City will pay for actual work of the Change Order completed, to the satisfaction of the City, as follows:

(i) Labor: The cost of labor shall be the actual cost for wages of workers and subcontractors performing the work for the Change Order at the time such work is done. The use of labor classifications that would increase the cost of such work shall not be permitted.

(ii) Materials and Equipment: The cost of materials and equipment shall be at cost to Contractor or lowest current price which such materials and equipment are reasonably available at the time the work is done, whichever is lower.

(iii) If the cost of the extra work cannot be agreed upon, the Contractor must provide a daily report that includes invoices for labor, materials and equipment costs for the work under the Change Order. The daily report must include: list of names of workers, classifications, and hours worked; description and list of quantities of materials used; type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable; description of other City authorized services and expenditures in such

detail as the City may require. Failure to submit a daily report by the close of the next working day may, at the City's sole and absolute discretion, waive the Contractor's rights for that day.

(d) It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Work. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Work may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors.

(e) No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

### 1.13 CARB Compliance.

For a project involving the use of in-use off-road diesel-fueled vehicles, as defined by 13 CCR 2449, Contractor shall obtain copies of the valid Certificates of Reported Compliance, as described in 13 CCR 2449(n), for the fleet performing services pursuant to this contract and all listed subcontractors, if applicable, prior to commencing any work pursuant to this Contract or any renewed contract with that fleet. Contractor shall indemnify, defend and hold harmless the District, its officers, agents, employees and directors from any liability imposed arising from Contractor's violation of any regulation set forth in 13 CCR 2449.

### 1.14 Special Requirements.

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

## ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

### 2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts set forth in the Schedule of Compensation attached hereto as Exhibit C and incorporated herein by this reference. Subject to any additions or deductions that may be made by change order or amendment, and any penalties or damages that may be assessed against Contractor, Contractor shall receive total compensation, including reimbursement of Contractor's expenses, of an amount not to exceed Twenty-Six Million Nine-Hundred Nineteen Thousand Seven-Hundred Eight Dollars and Fifty Cents (**$26,919,708.50**) ("**Contract Sum**") for completion of the work.

### 2.2 Invoices.

Each month Contractor shall furnish to City an original invoice for all work performed during the preceding month using the form attached hereto as Exhibit F and incorporated herein by this reference. By submitting an invoice for payment under this Agreement, Contractor is certifying compliance with all provisions of the Agreement.

All invoices shall include a copy of Contractor's Certified Payroll and proof that Certified Payroll has been submitted to the DIR. Contractor shall also submit a list of the prevailing wage rates (including federal prevailing wage rates, if applicable) for all employees and subcontractors providing services under this Agreement, as applicable, with Contractor's first invoice. If these rates change at any time during the term of the Agreement, Contractor shall submit a new list of rates to the City with its first invoice following the effective date of the rate change.

**2.3 Payment.**

(a) Payments Made by City. City shall independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Contractor which are disputed by City, City will cause Contractor to be paid any progress payment within thirty (30) days of receipt of Contractor's correct and undisputed invoice; however, Contractor acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event that City does not cause Contractor to be paid any progress payment within thirty (30) days of receipt of an undisputed and properly submitted invoice and provided the Project is for construction, Contractor shall be entitled to the payment of interest to the extent allowed under Public Contract Code Section 20104.50. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor, not later than seven (7) days after receipt by the City, for correction and resubmission. Returned invoices shall be accompanied by a document setting forth in writing the reasons why the payment request was rejected. Review and payment by the City of any invoice provided by the Contractor shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

(b) Payments Made by Contractor to Subcontractors. Contractor shall remit payments owed to subcontractors within fifteen (15) calendar days after receiving payments by City if payments are owed by Contractor to any subcontractor qualifying as a small business enterprise, and within thirty (30) calendar days if payments are owed by Contractor to any subcontractor other than a small business enterprise.

**2.4 Retention.**

Pursuant to Section 9203 of the Public Contract Code, City will deduct a five percent (5%) retention from all progress payments, which shall be released to Contractor no later than sixty (60) days from completion of the work in accordance with Section 7107 of the Public Contract Code. In the event of a dispute between City and Contractor, City may withhold from the final payment an amount not to exceed one hundred fifty percent (150%) of the disputed amount.

**2.5 Waiver.**

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

**2.6 Substitution of Securities.**

(a) In conformance with the State of California Public Contract Code, Part 5, Section 22300, Contractor may substitute securities for any monies withheld by the City to ensure performance under this Agreement.

(b) At the request and expense of Contractor, Contractor has the option of establishing an escrow account with a state or federally chartered bank which shall serve as an escrow agent, for Contractor's direct deposit of securities as a substitute for retention earnings required to be withheld by the City. Upon Contractor's completion of its obligations hereunder, as evidenced by the City's acceptance of the work pursuant to Section 3.3 hereof, the escrow agent shall return the securities to Contractor. The escrow agent shall notify the City within ten (10) days after deposit of the securities. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention. Securities shall be held in the name of the City and shall designate Contractor as the beneficial owner. Alternatively, on written request of Contractor, the City shall make payments of the retention earnings directly to the escrow account.

## ARTICLE 3. PERFORMANCE SCHEDULE

### 3.1 Schedule of Performance.

Contractor shall complete the Project within Three Hundred Sixty Five (365) calendar days after receiving a "Notice to Proceed" from the City in accordance with any schedule contained in or required to be provided by the Proposal or Bid Documents, and any revisions thereof approved by the City in writing. Time is of the essence. If the work is not completed within said time period, liquidated damages shall apply. The term of this Agreement shall expire one (1) year following City's acceptance of the Project.

### 3.2 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of One Thousand Dollars ($1,000.00) as liquidated damages for each working day of delay in the performance of any service required hereunder. The City may withhold any accrued liquidated damages from any monies payable on account of services performed by the Contractor. To the extent required by Government Code section 4215, Contractor shall not be assessed liquidated damages for delay in completion of the work when such delay was caused by the failure of the City or owner of the utility to provide for removal or relocation of utility facilities.

### 3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within

ten (10) days of the commencement of such delay notify the Project Manager in writing of the causes of the delay. The Project Manager shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Project Manager such delay is justified. The Project Manager's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

### 3.4 Final Acceptance.

Acceptance of the Project shall only be by action of the City Council. Neither the acceptance nor any prior inspections or failure to inspect shall constitute a waiver by City of any defects in the work. From and after acceptance, the Project shall be owned and operated by City. As a condition to acceptance, Contractor shall certify to City in writing that all of the work has been performed in strict conformity with the Agreement and that all costs have been paid or supplied to City for security required herein, satisfactory to City, guaranteeing such performance.

## ARTICLE 4. COORDINATION OF WORK

### 4.1 Representatives and Personnel of Contractor.

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

| | |
|---|---|
| Ahmad Olomi_____ _ | Executive Vice President |
| (Name) | (Title) |
| Chris Price_____ | Vice President, Operations __ |
| (Name) | (Title) |
| Daniel Gonzalez_____ | Area Manager _____ |
| (Name) | (Title) |

The Principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. All personnel of Contractor, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the Principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City. Additionally, Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Contractor shall notify City of any changes in Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

### 4.2 Status of Contractor.

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

### 4.3 Project Manager.

The Project Manager shall be Gary Carter, Director of Information Technology and Security, or any other person as may be designated by the City's Director of Public Works or City Engineer. It shall be the Contractor's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager. The Project Manager shall have authority, if specified in writing by the City's Director of Public Works or City Engineer , to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

### 4.4 Independent Contractor.

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

### 4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. All subcontractors shall obtain, at its or Contractor's expense, such licenses, permits, registrations and approvals (including from the City) as may be required by law for the performance of any services or work under this Agreement. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more

than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

## ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

### 5.1 Insurance Coverages.

Without limiting Contractor's indemnification of City, and prior to commencement of any services under this Agreement, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

(a) General Liability Insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form ISO CGL CG 00 01 or equivalent, in an amount not less than $5,000,000 per occurrence, $10,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile liability insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form ISO CA 00 01, including "any auto" and endorsement CA 0025 or equivalent, covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $2,000,000 combined single limit for each accident.

(c) Workers' compensation insurance. Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least $1,000,000).

(d) Builder's Risk Insurance. Contractor shall maintain Builder's Risk (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions or provisional limit provisions. The policy must include: (1) coverage for any ensuing loss from faulty workmanship, nonconforming work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the project; (4) ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) ocean marine cargo coverage insuring any project materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the project site or any staging area.

If the Project does not involve new or major reconstruction, then at the option of City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the work, including during transit, installation, and testing at the Project site.

(e) Pollution Liability Insurance. Contractor shall maintain Environmental Impairment Liability insurance, written on a Contractor's Pollution Liability form or other form acceptable to City providing coverage for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy limit shall be no less than $1,000,000 per claim and $2,000,000 in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

Products/completed operations coverage shall extend a minimum of three (3) years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

**5.2 General Insurance Requirements.**

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

(b) Proof of Insurance. Contractor shall provide certificates of insurance and endorsements to City as evidence of the insurance coverages required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(c) Duration of Coverage. Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Contractor, its agents, representatives, employees or subcontractors.

(d) Primary/noncontributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(e) City's Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may cancel this Agreement.

(f) Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

(g) Enforcement of Contract Provisions (non-estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(h) Requirements Not Limiting. Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(i) Notice of Cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(j) Additional Insured Status. General and auto liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) Prohibition of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

(l) Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) Pass Through Clause. Contractor agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

(n) Agency's Right to Revise Specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City and Contractor may renegotiate Contractor's compensation.

(o) Self-Insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

(p) Timely Notice of Claims. Contractor shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional Insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

**5.3 Indemnification.**

Contractor shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers (each, an "Indemnitee") from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work under this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both City and Contractor, or should City otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse the City

its costs of defense, including without limitation reasonable legal counsels fees, expert fees and all other costs and fees of litigation. The Contractor shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the Contractor's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

Contractor obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of City under any provision of this Agreement, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

**5.4 Notification of Third-Party Claims.**

City shall timely notify Contractor of the receipt of any third-party claim relating to the work under this Agreement. City shall be entitled to recover from Contractor its reasonable costs incurred in providing such notification.

**5.5 Performance and Payment Bonds.**

Concurrently with execution of this Agreement, Contractor shall deliver to the City all of the following bonds if the Contract Sum should exceed $25,000:

(a) A performance bond securing the faithful performance of this Agreement, in an amount not less than 100% of the total compensation for this Agreement, as stated in Section 2.1.

(b) A payment bond, securing the payment of all persons furnishing labor and/or materials in connection with the work under this Agreement, in an amount not less than 100% of the total compensation for this Agreement, as stated in Section 2.1.

All bonds shall be on the applicable forms provided in Exhibit "D" and Exhibit "E" attached hereto and made part hereof. The bonds shall each contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his/her power of attorney. The bonds shall be unconditional and remain in force during the entire term of the Agreement until released pursuant to Section 5.7 hereof.

**5.6 Sufficiency of Insurer or Surety.**

Insurance and bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A-" or better in the most recent edition of

Best's Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better. If the City determines that the work to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the bonds may be changed accordingly upon receipt of written notice from the City's Risk Manager.

**5.7 Release of Securities.**

City shall release the performance bond and payment bond when the following have occurred:

(a) Contractor has made a written request for release and provided evidence of satisfaction of all other requirements under Article 5 of this Agreement;

(b) the Project has been accepted; and

(c) after passage of the time within which lien claims are required to be made pursuant to applicable laws; if lien claims have been timely filed, City shall hold the payment bond until such claims have been resolved, Contractor has provided statutory bond, or otherwise as required by applicable law.

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

**6.1 Records.**

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

**6.2 Reports.**

Contractor shall periodically prepare and submit to the Project Manager such reports concerning the performance of the services required by this Agreement as the Project Manager shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees

that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein, Contractor shall promptly notify the Project Manager of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto.

**6.3 Ownership of Documents.**

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

**6.4 Confidentiality and Release of Information.**

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

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

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

(d) Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of

deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

## ARTICLE 7. ENFORCEMENT OF AGREEMENT; DEFAULT, SUSPENSION AND TERMINATION

### 7.1 California Law.

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

### 7.2 Default of Contractor.

Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminate or suspend this Agreement immediately by written notice to Contractor. If the Project Manager determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, the Project Manager shall cause to be served upon Contractor a written notice of the default. Contractor shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that Contractor fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

### 7.3 Suspension and Termination.

(a) The City may at any time, for any reason, with or without cause, suspend this Agreement, or any portion hereof, by serving upon Contractor at least ten (10) days prior written notice. Upon receipt of said notice, Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends a portion of this Agreement such suspension shall not make void or invalidate the remainder of this Agreement.

(b) This Agreement may be terminated by either party for cause. The City may terminate this Agreement without cause upon thirty (30) days' written notice of termination. Upon termination, Contractor shall be entitled to compensation for completion of any portion of the

Project accepted by City up to the effective date of termination unless any portion of the Project is accepted by City after termination in which event Contractor shall be paid for such completed portion.

**7.4 Dispute Resolution Process.**

Section 20104 *et seq*. of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial-supervised mediation, and judicial arbitration to resolve disputes on construction claims of $375,000 or less. Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 *et seq*. and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with said statutes.

For purposes of these procedures, "claim" means a separate demand by the Contractor, after the City has denied Contractor's timely and duly made request for payment for extra work and/or a time extension, for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the Agreement and payment of which is not otherwise expressly provided for or the Contractor is not otherwise entitled to, or (C) an amount the payment of which is disputed by the City.

The following requirements apply to all claims to which this section applies:

(a) Claim Submittal. The claim shall be in writing and include the documents necessary to substantiate the claim. Claims governed by this procedure must be filed on or before the date of final payment. Nothing in this section is intended to extend the time limit or supersede notice requirements otherwise provided in the Agreement for the filing of claims, including all requirements pertaining to compensation or payment for extra work, disputed work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

(b) Supporting Documentation. The Contractor shall submit all claims in the following format:

(i) Summary of the claim, including references to the specific Contract Document provisions upon which the claim is based.

(ii) List of documents relating to claim: (a) Specifications, (b) Drawings, (c) Clarifications (Requests for Information), (d) Schedules, and (e) Other.

(iii) Chronology of events and correspondence related to the claim.

(iv) Statement of grounds for the claim.

(v) Analysis of the claim's cost, if any.

(vi) Analysis of the claim's time/schedule impact, if any.

(c) City's Response. Upon receipt of a claim pursuant to this section, City shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 days after the City issues its written statement.

(i) If the City needs approval from the City Council to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the City Council does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the City shall have up to three days following the next duly publicly noticed meeting of the City Council after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

(ii) Within 30 days of receipt of a claim, the City may request in writing additional documentation supporting the claim or relating to defenses or claims the City may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of City and the Contractor.

(iii) The City's written response to the claim, as further documented, shall be submitted to the Contractor within 30 days (if the claim is less than $50,000, within 15 days) after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

(d) Meet and Confer. If the Contractor disputes the City's written response, or the City fails to respond within the time prescribed, the Contractor may so notify the City, in writing, either within 15 days of receipt of the City's response or within 15 days of the City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the City shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the City issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. The City and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing, unless the parties agree to select a mediator at a later time.

(i) If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

(ii) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(iii) Unless otherwise agreed to by the City and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.

(iv) All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.

(f) City's Responses. The City's failure to respond to a claim from the Contractor within the time periods described in this section or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the City's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility of qualifications of the Contractor. City's failure to respond shall not waive City's rights to any subsequent procedures for the resolution of disputed claims.

(g) Government Code Claims. If following the mediation, the claim or any portion remains in dispute, the Contractor must comply with the claim procedures set forth in Government Code Section 900 *et seq.* prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, construction claims, and/or changed conditions, including any required mediation, have been followed by Contractor. If no such Government Code claim is submitted, or if the prerequisite contractual requirements are not satisfied, no action against the City may be filed. A Government Code claim must be filed no earlier than the date that Contractor completes all contractual prerequisites to filing a Government Code claim, including any required mediation. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted. For purposes of Government Code Section 900 *et seq*., the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim to the City until the time the claim is denied, including any period of time utilized by the meet and confer conference or mediation that does not result in a complete resolutions of all claims.

(h) Civil Actions for Claims of $375,000 or Less. The following procedures are established for all civil actions filed to resolve claims totaling $375,000 or less:

(i) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the procedures in this Section. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and

shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, either party may petition the court to appoint the mediator.

(ii) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(iii) Upon stipulation of the parties, arbitrators appointed for these purposes shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division.

(iv) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

**7.5 Waiver.**

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

**7.6 Rights and Remedies Are Cumulative.**

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

**7.7 Unfair Business Practices Claims.**

Pursuant to Public Contract Code section 7103.5, in entering into this Agreement, Contractor offers and agrees to assign to the City all rights, title, and interest in and to all causes

of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials related to this Agreement. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor without further acknowledgment by the Parties.

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

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

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

### 8.2 Conflict of Interest.

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

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

### 8.3 Covenant Against Discrimination.

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

### 8.4 Unauthorized Aliens.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C. § 1101 *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ

such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

## ARTICLE 9. MISCELLANEOUS PROVISIONS

### 9.1 Provisions Required By Law.

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the contract shall forthwith be physically amended to make such insertion or correction.

### 9.2 Notices.

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

### 9.3 Interpretation.

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

### 9.4 Counterparts.

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

### 9.5 Integration; Amendment.

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

City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

**9.6 Severability.**

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

**9.7 Warranty & Representation of Non-Collusion.**

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

Contractor's Authorized Initials _____

**9.8 Corporate Authority.**

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

**[SIGNATURES ON FOLLOWING PAGE]**

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

**CITY**:

CITY OF CARSON, a California charter city

_____
Lula Davis-Holmes, Mayor

**ATTEST:**

_____
Dr. Khaleah K. Bradshaw, City Clerk

**APPROVED AS TO FORM:**
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
[rjl]

**CONTRACTOR:**

HP COMMUNICATIONS, INC., a California corporation

*By: _____
Name: _____
Title: _____

*By: _____
Name: _____
Title: _____

Address: 13341 Temescal Canyon Rd.
Corona, CA 92883

***Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONTRACTOR'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 CONTRACTOR'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**

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____

_____

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

_____
_____

**DESCRIPTION OF ATTACHED DOCUMENT**

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

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

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

WITNESS my hand and official seal.

Signature: _____

**OPTIONAL**

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

**CAPACITY CLAIMED BY SIGNER**

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____

_____

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

_____
_____

**DESCRIPTION OF ATTACHED DOCUMENT**

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

# EXHIBIT A

## SCOPE OF WORK

**I. Contractor will perform the following One-Time Construction Work:**

**A.** Utility Undergrounding and Excavation. Use of Boring for utility undergrounding per engineering drawings to install 4" PVC Schedule 80 conduit.

**B.** Utility Undergrounding and Excavation. Use of Trenching for utility undergrounding per engineering drawings to install 4" PVC Schedule 80 conduit.

**C.** Vault Excavation, Installation of Vault, and Restoration. Excavate location, install vault per engineering drawings and complete restoration of area per engineering drawings.

**D.** Provide and Install 864ct SMF28 Corning fiber optic cable and other fiber counts per Engineering Drawings. Ensure vault loops are at a minimum per the engineering drawings.

**E.** Building Core. X-ray wall and Complete 4" core of building wall. Install NEMA box and weatherproofing per engineering drawings.

**F.** Bridge Attachment. Installation of 4" PVC Schedule 80 using attachment methods for bridge crossings.

**G.** Concrete Restoration. Restoration of concrete after excavation and installation of vault.

**H.** Traffic Control Engineering and Design, Traffic Control Plan, and Execution.

**I.** Private Locating. Submitting Underground Service Alert, conducting site walk on private property with representative of private property to identify utility assets, update engineering drawing if required, and obtain written approval from property owner before construction.

**II. In addition to the requirements of Section 6.2, during performance of the Services, Contractor will keep the City appraised of the status of performance by delivering the following status reports:**

**A.** Project Schedule.

**B.** Bi-weekly Project Updates with Summary of Completed Work and Scheduled Work for next Bi-weekly period.

**C.** As-Builts of all construction engineering drawings with markups. Network related outages confirmed by Consultant or City.

**D.** Inspection reports related to the City's Fiber Optic Network Project.

**E.** Quarterly Business Reviews.

# EXHIBIT B

## SPECIAL REQUIREMENTS

## (Superseding Contract Boilerplate)

If the Parties wish to revise provisions in the Agreement above (from page 1 through the signature page), then the revisions shall be presented in this Exhibit B, with deletions shown in ~~strike through~~ and additions shown in ***bold and italics***.

None.

# EXHIBIT C

## SCHEDULE OF COMPENSATION

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

| SERVICES | RATE | SUB-BUDGET |
|---|---|---|
| **A: Utility Undergrounding and Excavation Boring** | **$176.85 linear foot** | **City will allocate budget.** |
| **B: Utility Undergrounding and Excavation Trenching** | **$294.25 linear foot** | **City will allocate budget.** |
| **C: Vault Excavation, Installation, Restoration** | **$4,333.09 each** | **City will allocate budget.** |
| **D: 864 ct. Fiber Cable Provide and Install** | **$17.47 linear foot** | **City will allocate budget.** |
| **E: Building Core 4"** | **$1,300.00 each** | **City will allocate budget.** |
| **F: Bridge Attachment + PVC (Material)** | **$233.00 linear foot** | **City will allocate budget.** |
| **G: Concrete Restoration** | **$38.75 square foot** | **City will allocate budget.** |
| **H: Traffic Control** | **$2,712.50 per day** | **City will allocate budget.** |
| **I: Private Locating** | **$1,937.50 per location** | **City will allocate budget.** |

**II. Established rates for variable items shall be at rates set forth below for the duration of Contract Term.**

**UTILITY UNDERGROUNDING AND EXCAVATION SERVICE(S):**

| **Conduits** | **Parkway Installation** | | **Sidewalk Installation** | | **Street Installation** | |
|---|---|---|---|---|---|---|
| 4" PVC Schedule 80 between pull box and streetlight standard (average 5' per run) with 864ct fiber cable | Trench (USD) | Boring (USD) | Trench (USD) | Boring (USD) | Trench (USD) | Boring (USD) |

| | | | | | | |
|---|---|---|---|---|---|---|
| Up to 25’ linear feet | $294.25 | $190.00 | $294.25 | $190.00 | $294.25 | $190.00 |
| 26’ – 50’ | $294.25 | $190.00 | $294.25 | $190.00 | $294.25 | $190.00 |
| 51’ – 150’ | $294.25 | $185.00 | $294.25 | $185.00 | $294.25 | $185.00 |
| 151’ – 300’ | $294.25 | $180.00 | $294.25 | $180.00 | $294.25 | $180.00 |
| 301’ – 1000’ | $285.00 | $176.85 | $285.00 | $176.85 | $285.00 | $176.85 |
| 1001’ – 5000’ | $285.00 | $176.85 | $285.00 | $176.85 | $285.00 | $176.85 |
| 5001’+ | $285.00 | $176.85 | $285.00 | $176.85 | $285.00 | $176.85 |
| | | | | | | |
| | | | | | | |
| **Vault Excavation, Installation, and Restoration** | | | **Sidewalk (USD)** | | | |
| Excavation, Install 24”x36”x24”Vault, Restoration | | | $3,733.09 each | | | |
| Excavation, Install 36”x60”x36”Vault Restoration | | | $4,333.90 each | | | |

# EXHIBIT D

## PERFORMANCE BOND

We, HP Communications, Inc., a California corporation, as Principal, and _____, as Surety, jointly and severally, firmly bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the City of Carson ("City") for payment of the penal sum of Twenty-Six Million Nine-Hundred Nineteen Thousand Seven-Hundred Eight Dollars and Fifty Cents (**$26,919,708.50**). City and Principal have entered into an agreement, or are about to enter into the agreement attached hereto and incorporated by reference herein, for completion of public works for the property(ies) referenced in said agreement. Surety herein approves of the terms and conditions of said agreement and binds itself to faithfully perform the obligations of Principal therein if Principal fails to so perform. Surety acknowledges that the agreement herein referenced shall be that document as executed by City and Principal.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal shall in all things stand to and abide by, and well and truly keep and perform all of the covenants, conditions, and provisions in said agreement, and any alteration thereof made as therein provided, on Principal's part to be kept and performed at the time and in the manner therein specified, and shall indemnify and save harmless the City, City's engineer, and their consultants, and each of their officials, directors, officers, employees and agents, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

Surety agrees that should it fail to take over and diligently perform the agreement upon Principal's default after notice and within the time specified in the agreement, Surety will promptly on demand deposit with City such amount as City may reasonably estimate as the cost of completing all of Principal's obligations. Surety's obligation for payment herein shall exist, notwithstanding any controversy between Principal and City regarding Principal's failure under the agreement, and payment by Surety should be conclusively presumed between the parties herein to relieve, as demanded, Surety's obligations herein and shall be deemed proper payment as between Principal and Surety.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the agreement, or the work to be performed thereunder or the plans and specifications, or any matters unknown to Surety which may affect Surety's risk shall in any wise affect its obligation on this bond, and it does thereby waive notice thereof.

Principal and Surety agree that if the City is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay City's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

Executed this _____day of _____, ____.

Seal of Corporation _____

By:_____
Authorized Representative of Principal

Title: _____

**(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVES)**

Any claims under this bond may be addressed to: (check one)

Surety's agent for service
of process in California: ( ) _____
[name of surety company]

_____ _____
Name Street Number

_____ _____
Street Number City and State

_____ _____
City and State Telephone Number

_____
Telephone Number

By:_____
Attorney in Fact or other
Representative

**(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVE)**

Furnish the name, address and phone number of the company agent as well as the surety company.

Sureties must be authorized to do business in and have an agent for service of process in California and be on the accredited list of the United States Treasury Department (their bonds will be limited to such amounts as would be acceptable to the Treasury Department), and otherwise meet the requirements of the agreement.

# EXHIBIT E

## PAYMENT BOND

We, HP Communications, Inc., a California corporation, as Principal, and _____, as Surety, jointly and severally, firmly bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the City of Carson ("City") and those for whose benefit this bond insures in the sum of Twenty-Six Million Nine-Hundred Nineteen Thousand Seven-Hundred Eight Dollars and Fifty Cents (**$26,919,708.50**). City and Principal have entered into an agreement, or are about to enter into the agreement attached hereto and incorporated by reference herein, for completion of public works for the property(ies) referenced in said agreement. Surety herein approves of the terms and conditions of said agreement and binds itself to faithfully perform the obligations of Principal therein if Principal fails to so perform. Surety acknowledges that the agreement herein referenced shall be that document as executed by City and Principal. If Principal or any of Principal's contractors or subcontractors, fails to pay any of the persons named in Section 9000 *et seq*. of the California Civil Code employed in the performance of the agreement for materials furnished or for labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, then Surety shall pay the same in an amount not exceeding the sum specified above, and also shall pay, in case suit is brought upon this bond, such reasonable attorneys' fees as shall be fixed by the court.

Surety agrees that it shall pay the amounts due the persons above named and diligently perform the agreement upon Principal's default after notice and within the time specified in the agreement. If Surety fails to perform within the times specified in the agreement, Surety shall promptly on demand deposit with City such amount as City may reasonably estimate as the cost of completing all of Principal's obligations. Surety's obligation for payment herein shall extend, notwithstanding any controversy between Principal and City regarding Principal's failure under the agreement. Principal and Surety agree that any payment by Surety pursuant to this paragraph should be conclusively presumed between the parties herein to relieve, as demanded, Surety's obligation herein and shall be deemed proper payment as between Principal and Surety.

This bond shall insure to the benefit of any and all of the persons named in Section 9000 *et seq*. of the California Civil Code so as to give a right of action to them or their assigns in any suit brought upon this bond.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the agreement, or the work to be performed thereunder, or the plans and specifications, or any matters unknown to Surety which might affect Surety's risk, shall in any way affect its obligation on this bond, and it does hereby waive notice thereof.

Principal and Surety agree that should City become a party to any action on this bond, that each will also pay City's reasonable attorneys' fees incurred therein in addition to the above sums.

Executed this _____ day of _____, _____.

Seal of Corporation _____

By:_____
Authorized Representative of Principal

Title: _____

**(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVES)**

Any claims under this bond may be addressed to: (check one)

Surety's agent for service
of process in California: ( ) _____
[name of surety]

_____ _____
Name Street Number

_____ _____
Street Number City and State

_____ _____
City and State Telephone Number

_____
Telephone Number

By:_____
Attorney in Fact or other
Representative

**(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVE)**

Furnish the name, address and phone number of the company agent as well as the surety company.

Sureties must be authorized to do business in and have an agent for service of process in California and be on the accredited list of the United States Treasury Department (their bonds will be limited to such amounts as would be acceptable to the Treasury Department), and otherwise meet the requirements of the agreement.

# EXHIBIT F

# INVOICE FORM

DATE:
INVOICE # 1
BILLING PERIOD START
BILLING PERIOD END

**Company Logo**

**BILL TO:**

City of Carson
Attention: Accounts Payable and Project Manager Name
701 E Carson St.
Carson, CA 90745
Phone: (310) 830-7600

PROJECT or TASK: Name
Project or Task No: PW####
P.O. No: #######

| Bid Item No. or TASK NO | Description of Work or TASK | QUANTITY or TASK VALUE | Work Completed or HOURS BILLED | UNIT COST OR CURRENT AMOUNT | AMOUNT BILLABLE |
|---|---|---|---|---|---|
| 1 | Task 1 | | | | |
| | | | | | $ - |
| | | | | | $ - |
| | | | | | $ - |
| | | | | | $ - |
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| | | | | | $ - |
| | | | | | $ - |
| TOTAL | | $ - | AMT DUE THIS PERIOD | | $ - |

Payable to:

**Company Name**
Address
City
FEIN

| | | |
|---|---|---|
| ORIGINAL CONTRACT AMOUNT | | |
| AMOUNT DUE THIS BILLING PERIOD | $ - | |
| PREVIOUS BILLING/ CHARGES | | |
| CHANGE ORDER/ (+/-) AMENDMENT | | |
| REMAINING CONTRACT BALANCE | $ - | ##### |

City Clerk's Office
RECEIVED
3-3-25
9:00 a.m.

# CITY OF CARSON
# BID REGISTER

**NAME OF PROJECT:** *CITYWIDE MUNICIPAL FIBER OPTIC NETWORK UTILITY UNDERGROUDING AND EXCAVATION CONSTRUCTION PHASE I – RFP 25-012*

**BID OPENING DATE:** *03/03/25* **TIME:** *9:00 A.M.*

| # | COMPANY | COMPANY CONTACT (If Applicable) | PLANET BID DATE/TIME RECEIVED | HARD COPY DATE/TIME RECEIVED | | |
|---|---|---|---|---|---|---|
| 1. | HP Communications, Inc. | Danny Gonzalez | 3/3/2025 8:26 a.m. | — | | |
| 2. | Spirit Energy, LLC | Spirit RICKS | 3/2/2025 7:12 p.m. | — | | |
| 3. | | | | | | |
| 4. | | | | | | |
| 5. | | | | | | |
| 6. | | | | | | |
| 7. | | | | | | |
| 8. | | | | | | |
| 9. | | | | | | |
| 10. | | | | | | |
| 11. | | | | | | |

Opened By: N/A (Print Legibly) JR (Initials) Staff Present: Sparkle Ross (Print Legibly) (Initials)

City Clerk: Jorge Rivas, Deputy City Clerk (Signature) PlanetBids Opened By: Shelly McGhee (Print Legibly) SM (Initials)

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

# REQUEST FOR PROPOSALS (RFP) 25-012

Notice is hereby given that the Purchasing Manager of the City of Carson will accept proposals for:

## CITYWIDE MUNICIPAL FIBER OPTIC NETWORK UTILITY UNDERGROUNDING AND EXCAVATION CONSTRUCTION PHASE I

| | |
|---|---|
| **ISSUE DATE:** | **02/03/2025** |
| **QUESTIONS DEADLINE:** | **02/17/2025 \| 10:00 AM** |
| **PROPOSAL DEADLINE:** | **03/03/2025 \| 09:00 AM** |

**PROPOSALS MUST BE SUBMITTED ELECTRONICALLY**

REGISTER AS A VENDOR AND SUBMIT ELECTRONIC PROPOSALS AT:

https://www.planetbids.com/portal/portal.cfm?CompanyID=32461

No late proposals will be accepted. Proposals received after the deadline established will not be considered for this project. Proposers are strongly encouraged to carefully read the entire RFP and are solely responsible for the timely submittal of complete proposals. The City reserves the sole right to evaluate the proposals submitted, waive any irregularity therein, approve sub-consultants (if applicable), and select or reject proposals, should such action be deemed in the best interests of the City.

All questions or requests for interpretation regarding this solicitation must be submitted online through PlanetBids by the date and time specified. Any City response for this solicitation not submitted through PlanetBids is unauthorized and will be considered invalid. Any attempt to lobby members of the Carson City Council, or City of Carson staff during the release of the solicitation and the announcement of the award determination, may result in disqualification from the selection process.

Please note, in the event of a conflict between any details included in this RFP and any details in PlanetBids, this RFP 25-012 shall control and govern.

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

**RFP No. 25-012**
**CITYWIDE MUNICIPAL FIBER OPTIC NETWORK UTILITY UNDERGROUNDING AND EXCAVATION CONSTRUCTION PHASE I**

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Project Scope and Specifications
1. Appendix “A” Bid Schedule Template 18
2. Appendix “B” Citywide Municipal Fiber Optic Network Phase I Construction Job Design 19

Project Costs


Additional Documents Available as Downloads from PlanetBids

1. Affidavit of Non-Federal Lobbyist Requirements
2. Affidavit of Non-Collusion and Non-Discrimination
3. Client Reference List
4. Debarment and Suspension Certification
5. Certificate of Compliance with Labor Code Section 3700
6. W-9 Request for Taxpayer Identification Number and Certification
7. Acknowledgement of Insurance Endorsements
8. Instructions for Entering Electronic Bids
9. Contract Insurance Checklist - Construction
10. Public Works Contract Agreement

## A. SUMMARY

The City of Carson (sometimes referred to as "City") has issued this Request for Proposals ("RFP") to solicit proposals from qualified utility undergrounding contractor(s) (sometimes referred to as "UUC") to provide Utility Undergrounding and Excavation Construction services for Phase I of the City of Carson's Citywide Municipal Fiber Optic Network. The purpose of this RFP is to provide qualified firms with sufficient information to prepare and submit responses for consideration by the City's Information Technology and Security Department related to the Citywide Municipal Fiber Optic Network Phase I Utility Undergrounding and Excavation Construction services.

The City of Carson currently has approximately 1,000 linear feet of underground fiber optic cabling throughout the City with plans for a citywide expansion of the network, primarily in the City's Public-Right-of-Way. The City intends to coordinate the construction schedule and enhance project management through integration of the Citywide Fiber Optic Network Phase I construction with the City's current and upcoming Public Right-of-Way construction projects. The primary objective for the RFP is to solicit a lump sum bid from qualified bidders, award a contract with a UCC to construct Phase I of the City's municipal fiber optic network, including coordination of underground service alert site walks, all traffic control plans and services, and serve as a primary point of contact for all resident inquiries related to the construction. City will utilize the Agreement to also establish rates for any required change orders that result in an additional scope of work greater than the original scope included in the Phase I design. Please note that any replacement scope of work resulting in an equivalent scope of work, may be handled as a change order within the original scope of work utilizing the established lump sum not to exceed amount. The Phase I Construction Job Design serves as the required scope of work for submittal of the lump sum bid. However, if any change order modifications are required in the design either prior to or during construction, the City will provide an updated design and allow UCC to submit an estimate for the updated scope of work. All change orders require prior approval by the City and only to the extent directed by the City, and must be in writing and in accordance with the Agreement.

The City seeks an exemplary Utility and Undergrounding and Excavation Contractor that represents all necessary disciplines and has the knowledge, utility construction experience within the City of Carson, and qualifications to provide quality utility undergrounding and excavation construction work according to the City of Carson's Citywide Municipal Fiber Optic Network Phase I Project.

The City of Carson was incorporated as a California general law city on February 20, 1968. On November 6, 2018, with the City's voters' approval, the City of Carson became a California chartered city. Carson is considered one of the youngest municipalities in the South Bay region of Los Angeles County. Carson is located less than 20 miles south of downtown Los Angeles and is considered part of the South Bay section of Los Angeles County. The City's acreage is 19.2 square miles, and has grown considerably, beginning with a population of 61,000 in 1968 and with a current population of close to 100,000 residents.

Carson prides itself on being a culturally diverse community and is accessible by air, rail and freeway. The City is close to the Los Angeles International Airport, the Long Beach Airport, the Port of Los Angeles, and the Port of Long Beach. The four freeways that surround or run through the City are the Harbor (110); the San Diego (405); the Artesia (91); and the Long Beach (710). Additionally, the MTA Bus Line frequently stops in Carson on its route between Los Angeles and Long Beach and the City's owned bus system, the Carson Circuit, provides convenient bus transportation within the City. There is no other city in the Los Angeles-Orange County region that

matches Carson's ease of accessibility. The City is home to many large, modern petrochemical, electronics, automobile, aerospace, trucking, and high-tech facilities. Many of these companies have won regional and local beautification awards. A number of multinational companies also call Carson their home by locating their corporate headquarters here. Through cooperative efforts between the City and businesses, the vitality and future of Carson continues to flourish.

The City of Carson reserves the right to make changes in this RFP as it may deem appropriate. Any and all changes in the RFP will be made by written addenda which will be issued via PlanetBids. No oral changes will be permitted. Addenda issued during the proposal process shall become a part of the original RFP. All proposals must be submitted by the date and time established for the opening of proposals. Proposals submitted after such required date and time will be returned unopened to the sender. The City of Carson reserves the right to take any action considered to be in the best interest of the City of Carson.

No proposal may be withdrawn for a period of ninety (90) days once proposals have been opened by the Purchasing Manager or assigned designee.

No contract exists on the part of the City until the City Council has made the award and a contract has been fully executed. The award, if made, will take place approximately within ninety (90) calendar days after the scheduled proposal opening date.

The City reserves the right to reject any and all proposals received or any parts therein, and to be the sole judge of the merits of each proposal received.

Unless expressly stated otherwise, documents must be uploaded in PDF format. It is the proposer's responsibility to ensure its documents are properly and timely uploaded onto the City's online bid management system. Proposals that are missing pages, cannot be opened, etc. may be considered nonresponsive. It is the proposer's sole responsibility to contact the City's online bid management provider (PlanetBids at 818-992-1771) to resolve any technical issues related to electronic bidding, including (but not limited to) registering as a vendor, updating passwords, updating profiles, uploading/downloading documents, submitting an electronic bid/proposal, etc. All questions or requests for interpretation regarding this RFP solicitation must be submitted online through PlanetBids within the date and time specified. Bidders are not to contact City personnel or Elected Officials with any questions or clarifications concerning this RFP other than through PlanetBids, as only the Purchasing Manager may be contacted. Any City response for this RFP that is not posted through PlanetBids is unauthorized and will be considered invalid. Bidders are solely responsible for "on time" submission of their electronic bids. The Bid Management System will not accept late bids and no exceptions shall be made. Bidders will receive an e-bid confirmation number with a time stamp from the Bid Management System indicating that their bid was submitted successfully. The City will only receive those bids that were transmitted successfully.

NOTE: E-Bids are sealed and cannot be viewed by the City until the closing date and time. If you need to withdraw your bid, you may do so any time before the bid deadline, by going back into the system and selecting "withdraw."

## B. SPECIFIC PROPOSAL REQUIREMENTS

All bids in response to this RFP must be submitted electronically on PlanetBids no later than the due date and time established. Please allow sufficient time to prepare, scan and upload your documents into the electronic bid system prior to the deadline, as the system

will lock and not allow entry of bid after the designated deadline. Any technical questions regarding use of PlanetBids must be directed to PlanetBids. Faxed, emailed, or delivered bids will not be accepted.

Proposers will be required to upload the following supplemental documents. Each supplemental document must be numbered in accordance with the following table.

| Required Proposal Supplemental Documents | | |
|---|---|---|
| 1 | **Company Certification and Personnel Verification**<br>Certification, on company letterhead that the person submitting the bid is authorized to contract on behalf of the prospective vendor. Examples of authorized persons include owner, partner, or corporate officers. Include name, title, address, and contact information. If bidder is a corporation, certification should include statement that corporation is in good standing with the California Secretary of State. | Required |
| 2 | **Client Reference List**<br>Governmental entities preferred. Include client contact information and a brief description of the product provided to each client. Minimum of three (3) references for equivalent scope of work performed within the last seven (7) years.<br>(download from PlanetBids) | Required |
| 3 | **Subcontractor List** (if applicable)<br>Include the subcontractor's qualifications and the nature and extent of work to be performed by each subcontractor. | Required if Applicable |
| 4 | **Modification, Changes or Exceptions to the City's Public Works Contract Agreement Template**<br>(download from PlanetBids)<br>Exceptions to the specifications of any proposed items, contract terms and conditions shall be fully described and stated in writing by the Questions deadline. | Required if Applicable |
| 5 | **Cost Proposal**<br>Include all pricing information in the Bid Schedule Exhibit A worksheet AND include a separate cost submittal for the sample construction project per "**Exhibit B Citywide Municipal Fiber Optic Network Phase I Construction Job Design**".<br>Include all relative pricing information. | Required |
| 6 | **Affidavit of Non-Collusion and Non-Discrimination**<br>(download from PlanetBids) | Required |
| 7 | **Affidavit of Non-Federal Lobbyist Requirements**<br>(download from PlanetBids) | Required |
| 8 | **Debarment and Suspension Certificate**<br>(download from PlanetBids) | Required |
| 9 | **W-9 Request for Taxpayer Identification Number and Certification** (download from PlanetBids) | Required |
| 10 | **Certificate of Compliance with Labor Code Section 3700**<br>(download from PlanetBids) | Required if applicable |

| | | |
|---|---|---|
| 11 | **Acknowledgement of Insurance Endorsements**<br>(download from PlanetBids) | Required |
| 12 | **Works Contract Agreement**<br>(for reference only download from PlanetBids) | Required<br>Upon Award |

Every document uploaded to PlanetBids must include bidder name and **RFP No. 25-012.**

## C. QUESTIONS AND ADDENDA

Any requests for clarification or other questions must be submitted via PlanetBids using the "Q&A" tab no later than the date and time established on the cover page of this solicitation document. No verbal requests or requests made in any other format will be accepted. Questions must be submitted individually and not in paragraph form nor combined in a single submission.

Requests submitted for the City's consideration of proposed terms and conditions, including modifications to the City's RFP and/or standard form Public Works Contract Agreement must be submitted by the deadline for questions. Such requests should include an attachment in PDF format on company letterhead that shows the requested modifications. The City will provide formal answers to all questions and post them to PlanetBids no later than five (5) days prior to the bid deadline. Changes to the RFP itself shall only be made by the City via formal written addenda. Addenda will be published and distributed through the Portal. All addenda shall become a part of the RFP document requiring both signature and acknowledgement by the proposer.

It is the sole responsibility of the bidders to ensure that they have received the entire RFP including any questions, answers and addenda by visiting the City of Carson PlanetBids vendor portal.

| Type of Question | Contact | Contact Info |
|---|---|---|
| Those related to the Project | PlanetBids | Post directly to PlanetBids under the "Q&A" tab |
| Use of PlanetBids | PlanetBids | (818) 992-1771 |
| City's Purchasing Process | Josilla Togiola<br>Purchasing Manager | jtogiola@carsonca.gov<br>(310) 830-7600 ext. 1237 |

## D. PROPOSER QUALIFICATIONS

The Contractor shall possess an active registration with the California Department of Industrial Relations, to support compliance of California Prevailing Wage laws, and continue to maintain active registration throughout the term of the contract.

As a minimum requirement, the Contractor shall possess a valid class "A-General Engineering Contractor" and "C-10 Electrical Contractor" license at the time that the Contractor submits bid. Failure to possess the specified licenses shall render the bid non-responsive and shall act as a bar to award of the contract to any bidder not possessing said licenses at the time of bid.

Proposers who do not meet the minimum qualifications will be disqualified.

Awarded contractor and subcontractors (if applicable) must pay the City's business license tax and submit required insurance documents prior to execution of the contract.

## E. PROJECT LOCATION AND AWARD SCHEDULE

Job location: Will be determined upon contract award

Job Work Schedule: Will be determined upon contract award

| | |
|---|---|
| Review of proposals to be completed by City evaluation committee | March 2025 |
| Conduct interviews if needed | March 2025 |
| Recommendation to City Council for contract award | March 2025 |
| Contract Services Agreement Execution | March 2025 |

***Schedule is subject to change**

## F. INSURANCE REQUIREMENTS

The selected Contractor must comply with the insurance requirements detailed in the Contract Services Agreement and as listed below. The Acknowledgement of Insurance Endorsements must also be signed and submitted as part of the bid requirements.

If a proposer believes any of City's proposed insurance is not appropriate for any reason and/or the requirements warrant an adjustment, City invites submission of a written request with explanation of the same to be submitted prior to 10 days before the bid deadline. City will review the request and if appropriate, will issue an amendment to the insurance requirements as a written addendum.

Certificate of Insurance:

Shows GL, Auto, Work Comp and Professional Liability coverages with valid effective dates

**General Liability:** Add'l Insured and Waiver of Subrogation must be checked.
**Auto Liability:** Add'l Insured and Waiver of Subrogation must be checked.
**Workers Compensation:** Waiver of Subrogation must be checked. * - if applicable

Description of Operations:

1. City of Carson, its elected and appointed officers, employees, volunteers and agents are additional insured on GL and Auto policies.
2. GL is Primary and Non-Contributory.
3. Waiver of Subrogation endorsement in favor of City of Carson OR in favor of additional insured.

**Certificate Holder:** City of Carson, 701 E Carson Street, Carson, CA 90745
**Insurance Carriers:** AM Best rating A- VII or Better

**General Liability Provisions:**

Coverage form ISO CGL CG 00 01. Minimum limits $1MM per occurrence/$2MM aggregate

GL Endorsements:

1. City of Carson, its elected and appointed officers, employees, volunteers and agents are additional insured OR blanket additional insured endorsement.
2. Primary and Non-contributory endorsement.
3. Waiver of Subrogation endorsement in favor of City of Carson.

**Automobile Liability Provisions:**
Coverage form ISO CGL CG 00 01. Minimum limits $1MM per occurrence/$2MM aggregate

Auto Insurance Endorsements:
1. City of Carson, its elected and appointed officers, employees, volunteers and agents are additional insured OR blanket additional insured endorsement.
2. Waiver of Subrogation endorsement in favor of City of Carson.

**Worker's Compensation Provisions:**
Coverage for statutory limits for workers compensation. Minimum limit of $1MM for Employer Liability.

WC Endorsements:

Waiver of Subrogation endorsement in favor of City of Carson

**BONDS**
**Payment Bonds – Required, 100% of contract award amount.**
**Performance Bonds – Required, 100% of contract award amount.**

## G. COST PROPOSAL

Contractor must provide a lump sum bid and include everything necessary at their own expense including, and not limited to, labor, materials, and equipment required to perform and complete the required work.

The Bid Schedule proposal price must include all necessary labor, materials and fees to complete the work required under the Project Scope and Specifications. Permits, licenses and fees must be obtained at the awarded contractor's sole expense. Federal taxes must not be included, as the City is exempt from paying federal taxes. However, the City does pay Sales Tax on the purchase of items, which must be included as a separate line within the total bid price.

The following costs will not be allowed: additional charges such as fuel surcharges and mileage rates, fines, entertainment, advertising, and any costs considered inappropriate for reimbursement from taxpayer money.

Include hourly rates for additional work which may be authorized by the City's Contract Officer.

## H. PROPOSAL OPENING, DOCUMENT REVIEW AND AWARD OF CONTRACT

All proposals will be opened publicly in the Office of the City Clerk on the date and time noted on the Notice of Request for Proposals. Proposals will be considered confidential until opened.

Proposal documents that are submitted on time and meet the minimum requirements outlined

above will be reviewed by City staff, which will make a recommendation to the City Council to either reject all proposals or award a contract.

The City is not obligated to enter into Contract or Agreement on the basis of any bid received in response to this RFP. No Contract shall exist until the City Council has made the award and a Contract has been fully executed. The award(s), if made, will take place approximately 30 days after the established bid opening date, and is subject to change. Award, unless all bids are rejected pursuant to CMC Section 2612(d), will be awarded to the lowest responsive and responsible bidder pursuant to CMC Section 2612(d). The City shall have the sole authority in determining the responsiveness of all bids and responsibility of bidders, including any exceptions to specifications and/or requirements and the extent which such exceptions affect the responsiveness and responsibility of bids and bidders.

All bidders shall be notified of the City's decision for award by issuance of a Notice of Intent to Award, posted via the PlanetBids portal.

Whenever an agreement is not to be awarded to the apparent low bidder due to reasons of irresponsibility, the low bidder shall be notified via e-mail or U.S. mail and be afforded the opportunity to rebut such adverse evidence and to present evidence of qualification within the four corners of the original bid. The City will only take into consideration the information presented in the original bid, and no supplemental documentation not originally included in the bid will be considered.

This RFP does not commit the City to award a contract or to pay any cost incurred in the preparation of any response to the RFP. All responses to this RFP become the property of the City. At such time bids are opened, all responses submitted become a matter of public record and shall be regarded as such, with the exception of those elements in responses which are trade secrets or proprietary, marked as such, and otherwise exempt from disclosure under the Public Records Act.

The City reserves the right to: (1) Accept or reject any and all proposals or any part of any proposal, and to waive any irregularities or informalities in any proposal; (2) Request clarification of any information contained in a proposal; (3) Solicit new proposals on the same project, or on a modified project, which may include portions of the original RFP as the City may deem necessary; (4) Disregard all non-confirming, non-responsive, or conditional proposals; (5) Reject the response of any proposer who does not pass the evaluation to the City's satisfaction; (6) Allow for the correction of errors and/or omissions; (7) Select the proposal that will best meet the needs of the City; (8) Request clarification of any proposal; and (9) Negotiate Public Works Contract Agreement terms with tentatively selected proposer(s).

Proposals shall be kept confidential until the conclusion of the RFP process, including any award and negotiation of the terms of any and all contracts awarded or proposed to be awarded.

Awarded proposer, or proposers if multiple contracts are awarded, will be notified by issuance of a Notice of Intent to Award via PlanetBids. Any award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing bidders except to the extent memorialized in a contract that is approved by the City or presented for approval by the City Council. If contract negotiations cannot be concluded successfully, the City reserves the right to negotiate a contract with other proposer(s) or withdraw the RFP in its entirety and re-bid.

Proposals and Costs:

- Must be completed no later than the date and time established on the cover sheet of this RFP.
- Failure to completely upload your documents and required forms by the deadline may result in disqualification.
- May be submitted at any time prior to the deadline.
- May be withdrawn and resubmitted at any time prior to the deadline.
- Large files may take time to upload so plan the timing of your submittal accordingly.
- Cannot be viewed by City staff until the close date and time.
- Documents must be uploaded in PDF format and include the proposer's name and City's RFP No. 25-012.

**PROJECT SCOPE AND SPECIFICATIONS**
**RFP 25-012**

The City of Carson currently has approximately 1,000 linear feet of underground fiber optic cabling throughout the City with plans for a citywide expansion of the network, primarily in the City's Public-Right-of-Way. The City intends to coordinate the construction schedule and enhance project management through integration of Phase I Fiber Optic Network construction with the City's major construction projects. The primary objective for the Citywide Municipal Fiber Optic Network Utility Undergrounding and Excavation Construction Phase I RFP is to solicit a lump sum bid from qualified bidders, including bidder's estimated project schedule and total estimated number of calendar days to complete construction, award a contract with a UCC to construct Phase I of the City's municipal fiber optic network, including coordination of underground service alert site walks, traffic control plans and services, and serve as a primary point of contact for all resident inquiries related to the construction. City will utilize the Agreement to also establish rates for any required change orders that result in an additional scope of work greater than the original scope included in the Phase I design. Therefore, bidders are required to submit their lump sum bid for the Citywide Municipal Fiber Optic Network Utility Undergrounding and Excavation Phase I Construction Job Design (Exhibit B), AND submit their Bid Schedule 1001 (Exhibit A).

**The City of Carson reserves the right to add to, or delete from, the quantities of the awarded contract at any time.**

## GENERAL REQUIREMENTS

### C.1 SCOPE AND LOCATION OF WORK

The work under this contract shall be performed Citywide, within and for the City of Carson and consists of furnishing all labor, materials, equipment, apparatus, transportation, supervision, services, and performing all work necessary and incidental to the construction of the Utility Undergrounding and Excavation. The work shall consist of the construction of an underground fiber optic system including the excavation, cutting and removal of existing pavement; furnishing and installing HDPE, galvanized steel and PVC conduits; excavating for, furnishing and installing precast polymer pull boxes, concrete foundation for service cabinets (including anchor bolts), trenching, backfill; compaction; traffic control (including signs and barricades); temporary lighting if necessary; temporary paving; permanent pavement; and everything called for in the specifications whether or not specifically noted in this paragraph.

### C.2 CONTRACT DRAWINGS

The Contract Drawings will be furnished to the Contractor as required for the project. The drawings furnished show conditions as they are supposed or believed to exist as taken from the existing record drawings. It is not intended or to be inferred that conflict between existing field conditions and drawings will relieve the Contractor from liability under this Contract, or that the City or any of its officers will be liable for any losses sustained by the Contractor as a result of variance between the drawings and existing field conditions. Furthermore, Contractor shall be required to return As-Installed, or "As-Built" Engineering drawings and City approved Temporary Traffic Control Plans to City upon completion of each billable phase of a construction project.

## C.3 RECORD AND AS-INSTALLED DRAWINGS

A set of the Construction Plans shall be maintained at the site, with all changes or deviations from the original drawings neatly marked thereon in indelible red pencil or red ink. This shall be a separate set of drawing sheets, not used for construction purposes, which shall be kept up to date as the job progresses and shall be made available for inspection at all times. Upon completion of each billable phase of the contract, this set of drawings shall be delivered to the City of Carson within seven (7) days of completion of work.

## C.4 COMPLETION AND ACCEPTANCE OF WORK

The work will be accepted in writing by the City only when it shall have been fully completed in accordance with the plans and specifications.

## C.5 TRAFFIC CONTROL, PUBLIC CONVENIENCE AND SAFETY:

Unless otherwise permitted by the City, the Contractor shall conform to the requirements specified herein for movement of traffic through the construction areas of this project. The Contractor shall provide all advance warning signs, flashing arrow boards for detours and lane closures, temporary construction signs, channelizing devices (temporary striping tape or delineators), barricades, pavement markings, temporary traffic striping, lighting devices, work zone upkeep and maintenance, etc., in accordance with the State of California Department of Transportation Standard Plans and Specifications (May 2006), Manual of Uniform Traffic Control Devices (Sept 2006), the 2004 Caltrans Supplement for Work Zone Traffic control, and as directed by the City of Carson. **All costs related to the furnishing, posting, and subsequent removal of temporary traffic control devices shall be included in the prices bid for the various items of work.**

The Contractor shall conduct their operations so as to offer the least possible obstruction and inconvenience to the public, and shall have under construction, no greater length or amount of work than can be prosecuted properly with due regard to the rights of the public. Work area traffic control shall conform with methods and devices described in the Standard Specifications; State of California Manual of Traffic Controls for Construction and Maintenance Work Zones; Manual of Uniform Traffic Control Devices, 2003 Edition, and the 2004 Caltrans Supplement for Work Zone Traffic control; and the California Administrative Code Title 8 (Safety Orders); except as modified and supplemented herein.

If the Contractor fails to provide and install any of the signs or traffic control devices required hereby or ordered by the City, the City may cause such signs or traffic control devices to be placed by others. Any related costs will be charged against the Contractor and deducted from the next progress payment.

## C.6 WORK TO BE PERFORMED BY THE CITY OF CARSON

The following work shall be performed by the City of Carson or its vendor(s):

a. Surveying, layout and horizontal control.
b. Inspection of overall job.
c. Drafting, updating, and approving designs and accompanying traffic control plans.
d. Furnish to the Contractor any city construction permits required by the City of Carson
e. Notification in writing to all businesses and/or residents five (5) working days in advance of the start of construction in any given work location.
f. Provide all citizen complaints to Consultant project manager for Contractor to respond

and resolve according to project scope and schedule.

## C.7 NOTIFICATION PRIOR TO CONSTRUCTION

The consultant shall provide his or her construction work schedule to all affected departments and utility agencies as provided by the City of Carson. (When offered, email method of providing the work schedule is acceptable for City of Carson contacts.) The consultant shall notify the following departments, utilities and companies three (3) working days prior to start of construction and prior to all requests for services.

- Department of Information Technology & Security its@carsonca.gov
- Department of Public Works Engineering engineering@carsonca.gov
- Underground Service Alert (800) 227-2600

Contractor shall provide to the City evidence of the required Underground Service Alert notification at each area of work at least one (1) day prior to beginning work in each area. Evidence of re-notification is to be provided every two weeks thereafter for the duration of work at each area.

Effective 2/1/2005, USA of Southern California will no longer add additional contractors on a digalert. Subcontractors are responsible for ensuring their compliance with the requirement of code section 4216.

## C.8 GENERAL NOTES

a. The contractor shall furnish all ducts, fittings, and other appurtenances necessary to fulfill the requirements of these specifications and shall install all of these items.

b. The duct finished herein shall be 4” PVC, schedule 80, or as indicated on the drawing. The duct between the pull box and the NEMA box shall be 3” PVC, schedule 80, or as indicated on the drawing.

c. All conduit shall be installed by the Contractor according to the details of the drawings. Unless directed by the City, the normal minimum cover of 24” shall be maintained for 3” or 4” conduit.

d. Horizontal bends must have a minimum 36” radius. Vertical bends (into pull boxes) must have 15” radius.

e. All conduit shall be brushed and mandrelled for the entire length. A 1/8-inch polypropylene pull rope shall be left in the conduits and tied off in the pull box.

f. Removals shall be performed per City of Carson Standard Specifications. If the pavement edges are not clean straight lines in the opinion of the Public Works Inspector, the Contractor shall saw cut edges at no extra cost. Rock sawing is not acceptable.

g. Concrete curb, walks, gutters, cross gutters, driveways and ally intersections shall be replaced in accordance with the standards of City of Carson Public Works Department. The City of Carson Inspector shall be notified at least one day in advance of the field work requiring inspection.

h. Trench resurfacing shall be in accordance with the Standard Specifications and City of Carson Public Works Department. Generally permanent paving shall be the same type as existing and

same thickness plus one additional inch. Temporary resurfacing shall be installed and maintained for at least 14 days but no longer than 30 days before permanent resurfacing. The Public Works Inspector shall be notified at least one day prior to start of permanent resurfacing.

i. The standard base (Foundation) shall have a concrete mix that consists of the following batch weights per cubic yard of concrete:

**FOUNDATION CAPPING**
Cement (6 sacks) 560lbs. Cement (5-1/2 sacks) 517lbs.
5/8 aggregate 889lbs. 3/8 aggregate 1,451lbs.
Washed sand 2,075lbs. Washed sand 1,496lbs.
Water 37.2gal. Water 35.75gal.

j. Pull boxes shall be precast polymer Armorcast P6001863, Oldcastle B2436, Fiberlyte#6E, Synertechs, or Brooks No. 66PB, or approved equal according to design. The words “CARSON FIBER OPTIC NETWORK” must be cast into the cover.

k. Foundation shall be concrete, 22”X24”X6”. The exact location and orientation shall be as shown on plans.

l. Old conduits are to be abandoned, secured and capped off unless otherwise stated.

m. Any deviation from the plans must be done with the approval of the City.

n. The contractor is required to schedule his work so that all concrete work areas are poured and finished, including repair of damages, prior to the end of work on each Friday.

o. The Contractor shall repair, at their expense and to the satisfaction of the City, any damage to existing improvements caused by his/her operations.

p. The Contractor shall perform at their expense, all necessary testing to certify that materials and soil compaction for the project meets the specifications.

q. The City reserves the right to delete from and/or add to the Scope of Work quantities. Adjustment of payment for deleted and/or added quantities shall be based upon the unit prices bid.

r. The Contractor shall provide field measurements as the work progresses. The measurements shall be performed on a daily basis, unless otherwise permitted by the City.

s. Location for storage of equipment and materials is the responsibility of the Consultant. The City of Carson assumes no responsibility for loss of materials, by theft, vandalism, or other means.

t. The Contractor shall at all times keep the premises free from accumulation of waste material or rubbish caused by their employees at work, and the completion of the work they shall remove all his rubbish, tools, shoring, and surplus materials from and about the work area and shall leave the site “broom clean.”

u. The Contractor shall provide and maintain portable sanitation facilities for his/her employees at all times that the job is under construction.

v. The Contractor shall have experience in Utility Undergrounding and Excavation work. The Contractor, or his/her authorized representative who shall be technically competent to superintend and direct the progress of the work, shall be in personal attendance during its performance, and such representative shall be authorized to act for the Contractor in all matters relating to the work.

w. All work shall be inspected by City of Carson or their approved vendor. Contact the Utility Inspector 24 hours prior to the requested inspection.

x. Contractor shall designate their Project Manager who shall be at the worksite whenever the work is in progress to receive orders or communications from the City and to take measures necessary to protect the work, persons, and properties. The absence of the Contractor Project Manager to perform these responsibilities is a justifiable cause to stop the work without the benefit of extension of time for the Contractor. The presence or absence of an inspector does not in any way relieve the Contractor of any of their obligations under this contract.

y. Contractor and crews shall conduct themselves in a professional, polite, and courteous manner in dealings with the City employees and the public. All workers shall dress appropriately (i.e., shirts are required).

**C.10 WARRANTY OF RESURFACING**

By acceptance of this contract, the Contractor warrants backfill, compaction and pavement for a period of five years from the date of completion. If, in the judgment of the City of Carson, any resurfacing fails due to defects in material of workmanship of the backfill, compaction of the paving during the five-year period, the Contractor shall repair such defects and any subsequent damage and shall install new pavement, all at the Consultant's expense and without cost to the City. Such repair will be made to the satisfaction of the City of Carson.

All bidders shall fully inform themselves of the conditions under which the work is to be performed. No additional compensation shall be allowed for any labor or item the bidder could have been fully informed of prior to the bid date.

All work and materials shall comply with all applicable building codes and regulations. Obtain all licenses and permits necessary for the execution of any work pertaining to the installation, or any operation by the Owner.

Contractor shall follow the Department of Industrial Relations requirements for the duration of this project. Questions regarding Prevailing Wage requirements can be addressed with the California Department of Industrial Relations (https://www.dir.ca.gov/oprl/DPreWageDetermination.htm) or asked during the question and answer period of this RFP.

The UUC will coordinate with other permitted sub-contractors as required and in a timely fashion to convey all information (scheduling, structural, electrical, technical or otherwise) necessary to the completed project.

Equipment and materials shall be new, meet the latest published specifications of that product, and conform to applicable regulatory provisions. Take care during installation to prevent scratches, dents, chips, etc.

**C.11 PROJECT CLOSEOUT REQUIREMENTS**

1. Submit according to conditions of the Construction Contract and Project Manual. Submit all contract closeout documentation within 30 days after substantial completion, unless otherwise noted.
2. Contractor shall work from approved City designs only. Note changes made during installation on a single set of drawings. This set of marked up drawings will not leave the jobsite until after the final project commissioning. Submit two (2) corrected sets of drawings showing work as installed. All “as-built” drawings to be provided both in electronic form (ACAD 2021 or later; PDF and TIF) and in hard copy (same size as project architectural drawings).
3. Contractor to provide a Project Manual prior to acceptance testing. Provide a minimum of both one (1) hard copy and one (1) electronic copy. This manual shall contain the following information:
    a. Table of Contents.
    b. Contractor’s contact information for warranty and/or service.

## C.12 WARRANTY

The Contractor shall warrant new equipment to be free of defects in materials and workmanship for not less than one (1) year after date of Substantial Completion. Defects occurring in labor or materials within one-year warranty shall be rectified by replacement or repair. Within the warranty period, provide answer to service calls and requests for information within a 24-hour period, and repair or replace any faulty item within a 72-hour period to the City’s satisfaction without charge, including parts and labor.

This warranty shall not void specific warranties issued by manufacturers for greater periods of time. Nor shall it void any rights guaranteed to the City by law. Contractor to provide City with exact beginning and ending dates of the warranty period. Include the name of the person to call for service and telephone number. This information to be part of Project Record Drawings.

**PROJECT COSTS**
**MUST BE SUBMITTED SEPARATELY FROM THE MAIN PROPOSAL SUBMITTAL**
**RFP 25-012**

a. The bid proposal shall be submitted by the UCC for all services to be completed by the firm, consultant(s), and sub-consultant(s) services included in the Project Scope and Specifications. All cost proposals should be entirely presented as an itemized Flat-Rate or Fixed-Rate in accordance with the Bid Schedule (Exhibit A) which specifies type of work required for planned phases. **The anticipated not-to-exceed award will apply to the lump sum award, and any contingency budgets over a construction phase of a three-year initial term plus a maximum of two one-year optional extension periods, if any**. The stipulated fixed rate in accordance with the Bid Schedule (Exhibit A) will apply to both the bidder's lump sum, and all services rendered for the entire contract duration of that item.

b. If the contract is extended, the Consumer Price Index (CPI) for the one (1) year period ending in the two month(s) prior to the end of the contract will be used as a factor to adjust the prices bid for the labor portions, as specified in Bid Schedule 1001, of items bid in this proposal for the subsequent year. The price adjustment must be mutually agreed upon and incorporated into any extension agreement; however, the net increase or decrease in the bid item prices shall not be greater than the ceiling amount defined in the CPI. The Consumer Price Index is the Los Angeles, Riverside, and Orange County area index for all urban consumers as issued by the U.S. Department of Labor, Bureau of Labor Statistics.

c. If the contract is extended, the Producer Price Index (PPI) for the one (1) year period ending in the two month(s) prior to the end of the contract will be used as a factor to adjust the prices bid for the materials portion, as specified in Bid Schedule 1001, of the items bid in this proposal for the subsequent year. The price adjustment must be mutually agreed upon and incorporated into an extension agreement; however, the net increase or decrease in the bid item prices shall not be greater than the ceiling amount defined in the PPI. The Producer Price Index for concrete, including asphaltic concrete (WPU133), metals & metal products (WPU10) and plastic construction products (WPS072106) as published by the U.S. Department of Labor's Bureau of Labor Statistics.

d. Each bid item has an abbreviation indicating which Price Index is applicable. Please note the percentage of the cost of each classification attributed to labor as a separate percentage attributed to materials.

| Classification | % labor (CPI) | % material (PPI) |
|---|---|---|
| Concrete, including asphaltic | _____ | _____ |
| Metals & Metal Products | _____ | _____ |
| Plastic Construction Products | _____ | _____ |

The payments for work under this contract will be made by measured: square foot, areas, linear feet, cubic yards or units per the Unit Prices bid.

e. **Evaluation of the bid proposal will be based on the lump sum bid quote for the Citywide Municipal Fiber Optic Network Construction Phase I Job Design (Exhibit B) which shall represent the bidder's application of their completed bid schedule (Bid Schedule 1001) to the completed Phase I project design. UUC must clearly state**

**in their response its Flat Rate or Fixed Rate pricing for all items listed in the Bid Schedule 1001.** For example, line item 4**”** PVC Schedule 80 between pull box and street light standard (average 5’ per run) UUC shall complete the billable cost, including all federal, state, and local taxes for the associated line item for each line-item scenario, whereby X = total cost in US dollars only (see diagram 1-A below). **Failure to submit both the completed Bid Schedule 1001 and lump sum quote for Citywide Municipal Fiber Optic Network Phase I Construction Job Design (Exhibit B) shall result in a rejection of UUC’s submitted bid.** Bidders are encouraged to use the provided Bid Schedule No. 1001 spreadsheet attachment or PDF copy in the bid documents. Open source spreadsheet software is acceptable for electronic document submittals.

**Appendix A**

**Bid Schedule Template (Bidders also required to provide Quote for Citywide Municipal Fiber Optic Network Phase I Construction Job Design Exhibit B)**

| **Conduits** | **Parkway Installation** | | **Sidewalk Installation** | | **Street Installation** | |
|---|---|---|---|---|---|---|
| 4" PVC Schedule 80 between pull box and streetlight standard (average 5' per run) | Trench (USD) | Boring (USD) | Trench (USD) | Boring (USD) | Trench (USD) | Boring (USD) |
| up to 25' linear feet | $ | $ | $ | $ | $ | $ |
| 26' - 50' | $ | $ | $ | $ | $ | $ |
| 51' - 150' | $ | $ | $ | $ | $ | $ |
| 151' - 300' | $ | $ | $ | $ | $ | $ |
| 301' - 1000' | $ | $ | $ | $ | $ | $ |
| 1001' - 5000' | $ | $ | $ | $ | $ | $ |
| 5001'+ | $ | $ | $ | $ | $ | $ |

CONSTRUCTION PLANS FOR THE

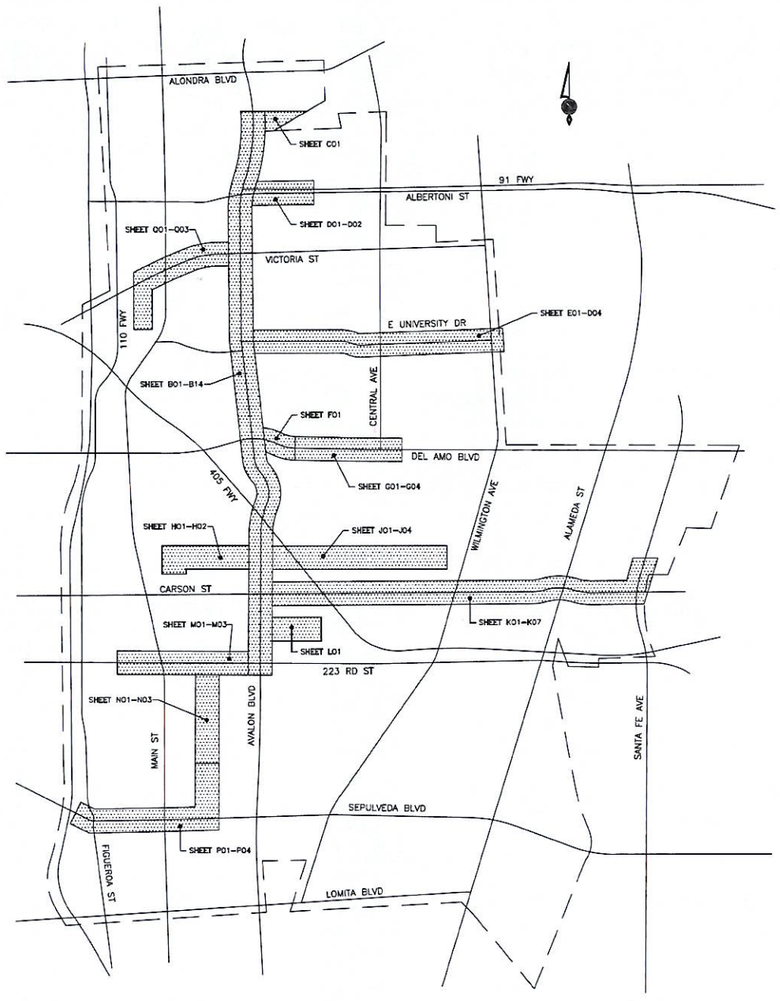
# CITY OF CARSON

## PHASE 1:

## PARKS PROJECTS – FIBER OPTIC CABLE BACKBONE

### INDEX OF SHEETS

| SHEET NO | DESCRIPTION |
|---|---|
| A01 | TITLE SHEET |
| A02 | GENERAL NOTES |
| B01-B14 | AVALON BLVD - BACKBONE |
| C01 | HEMINGWAY PARK |
| D01-D02 | STEVENSON PARK |
| E01-E04 | JAMES ANDERSON PARK |
| F01 | DEL AMO PARK |
| G01-G04 | MILLS MEMORIAL PARK |
| H01-H02 | CARSON PARK |
| J01-J04 | DOLPHIN PARK |
| K01-K07 | DOMINQUEZ PARK |
| L01 | CALAS PARK |
| M01-M03 | VETERANS PARK |
| N01-N03 | FOISIA PARK |
| P01-P04 | CARRIAGE CREST PARK |
| Q01-Q03 | CITY YARDS |




VICINITY MAP
CITY OF CARSON

LICENSED PROFESSIONAL ENGINEER
APOLONIO MARTINEZ BANANAL
10/31/17
CIVIL
STATE OF CALIFORNIA


CARSON california FUTURE UNLIMITED

CITY OF CARSON
INFORMATION TECHNOLOGY & SECURITY DEPARTMENT
701 E. CARSON ST, B-30, CARSON, CA, 90745
TEL: 310-952-1734
FAX: 310-549-7562


| No. | DATE | REVISIONS | BY |
|---|---|---|---|
| 0 | 06-07-24 | ISSUED FOR REVIEW | NL |


PLANS PREPARED BY:
NORBERT DE LENDORFF
2461 LITTLE ROCK LN
SIMI VALLEY, CA, 93065
TEL: 323-376-0274


CITY OF CARSON – PARKS PROJECT

TITLE SHEET

A01

SHEET

## Utility Excavation Work in Public Right-Of-Way General Notes

1. No work shall be executed in any part of the Public Right-Of-Way for the installation, repair or removal of any Facility, or for any other purpose, without first obtaining a written permit in accordance from the City of Carson Public Works Department.
2. All work shall be done in accordance with the latest edition of the "Standard Specifications for Public Works Construction", City of Carson standards, Special Provisions, and the City of Carson Right-Of-Way Management Regulations.
3. The City has the authority to approve or reject the placement and alignment of the utility lines in the public right-of-way, and the method of excavation and installation.
4. Permittee/Contractor shall contact City Public Works Utility Inspector at: Cell: (XXX) XXX-XXXX, Office: (XXX) XXX-XXX for pre-construction meeting, seventy-two (72) working hours prior to start of work. The Utility Inspector will discuss additional and related requirements with Contractor (i.e.: notification letter, field work changes, construction schedule and work plan, safety and liability issues, etc.). Contractor shall contact Utility Inspector for final inspection and approval of work.
5. Contact Underground Service Alert (USA) at 811 or 800-422-4133 prior to start of work.
6. Except in an emergency or in the case of new service connections to a newly constructed or substantially remodeled building, there shall be no excavation in streets completely resurfaced or reconstructed by the City within the preceding three (3) years.
7. No excavation shall be made under the sidewalk or parkway between the curb line and a distance of four (4) feet from the curb line as measured toward the property line or under any alley within three (3) feet of either side of the centerline.
8. Public Right-Of-Way Restoration:
   a. A.C. Streets: In addition to T-cut, trenching and placement of underground utility at certain streets will require street restoration with additional cold planning and a.c. paving, as follows:
      i. Major street and newly paved street - Cold plane 10 feet wide x 1-½" thick (min) and overlay with a.c. to match existing.
      ii. Minor street - Cold plane 5 feet wide x 1-½" thick (min) and overlay with a.c. to match existing.
      iii. Newly paved alley - Cold plane 5 feet wide x 1-½" thick (min) and overlay with a.c. to match existing.
   b. P.C.C. Streets and Alleys: Remove and replace concrete slab from and to nearest scorelines. Provide ½" dia x 14" long dowels.
9. Avoid diagonal trenching. Unless otherwise specified, maintain a minimum coverage of 3'-0" from top of pipe to finished grade. 2'-0" minimum horizontal and 1'-0" minimum vertical clearances from any existing and/or proposed underground utilities and facilities. Clearance mentioned is from outside of conduit or pipe.
10. Shoring is required when trench is 5'-0" deep and below, or as deemed necessary by site condition, and as determined by Public Works Utility Inspector.
11. Install H-20 traffic rated manholes, vaults, pull boxes, and any related utility boxes with utility company name on covers and lids within public right-of-way as approved by City Engineer's Office.
12. Trench backfill shall be one of the following:
   a. ¾ sack cement slurry
   b. Crushed miscellaneous base (c.m.b.) mechanically compacted to 95% relative compaction in 6 inch lifts
   c. Decomposed granite mechanically compacted to 95% relative compaction in 6 inch lifts
   d. Native soil, subject to verification by the Director of the competency of the soil.
13. Backfill compaction testing shall be performed by a qualified testing laboratory and shall furnish copies of written reports to the City.
14. Backfill material for trench in grass parkways or near to trees in the public right-of-way shall be as recommended by the Community Forester. Backfill material for trench in P.C.C. sidewalks shall be as per item (12) above.
15. In open cut and/or pit and bore construction all existing underground utilities including service laterals within three (3) feet of Permittee's underground/installation work shall be marked, potholed and exposed to determine type, alignment, distance and depth of utility.
16. Permittee/Contractor shall protect in place all utilities that are impacted and shall submit for review and approval to Public Works Utility Inspector the method of protection of the utilities. Hand dig is required when crossing existing utilities.
17. Install steel plates with non-slip surface to bridge any excavation in the public right-of-way during non-working hours. Such plates shall be anchored as to minimize movement. Including but not limited to cold mix placed around the steel plates, is acceptable.
18. Tunnel under when crossing P.C.C. curb and gutter, cross gutters, driveway approach, alley approach and bus lanes and bus pads.
19. When a.c. street and alley cuts are within three feet away from a curb, gutter or pavement cold joint, contractor shall remove the entire pavement in full thickness within this area. In p.c.c. pavement remove pavement cuts from and to nearest scorelines.
20. New P.C.C. pavement shall be doweled to existing pavement with ½" dia. X 14" long smooth dowels @2'-0" o.c. Dowels in contact with new pavement shall be greased.
21. Permittee/Contractor shall be responsible for replacement of any and all signal loops, traffic stripings and street markings damaged by construction at no expense to the city.
22. If underground installation (either by open-cut or bore) occurs near existing trees that may impact the tree roots approval from the Public Landscape Urban Forest and Community Open Space Division (XXX) XXX-XXXX must be obtained prior to start of work.
23. If tree roots are encountered during excavation or boring, Permittee/Contractor shall notify immediately the Public Works Utility Inspector at (XXX) XXX-XXXX or (XXX) XXX-XXXX.
24. All lawn sprinkler lines, sprinkler heads and appurtenances, shrubs, grass, plants and ground covers that are damaged or disturbed during excavation shall be replanted or replaced to match existing and restore the work site to its original condition at no expense to the city.
25. Permittee/Contractor shall be responsible for repairing damage to any existing underground utility during excavation whether the existing utility is shown or not on the plan at no expense to the city.
26. Permittee/Contractor shall take necessary precautions as not to damage any and all improvements in public right-of-way during construction.
27. Each completed project or repair shall be identified with a utility marker, preferably stainless steel for anti-corrosion, no less than one inch and-a-half in diameter and embedded with a minimum of 2-1/2 inches nail into the pavement. For trenches that run a full block or more, markers shall be placed at intervals of no more than sixty (60) feet.
28. The utility marker shall be permanently imprinted with the name of the utility company and the year the utility is installed (optional); or the marker can be permanently imprinted with the letter "G" for natural gas lines, "E" for electrical power lines, "T" for telecommunication companies, or "C" for cable television companies, or imprint name of respective companies.
29. Any revisions, alterations and additions made to the approved plans shall be reviewed and approved by the City Engineer's Office prior to start of work.
30. Excavation work shall be strictly limited to one (1) block at a time except when performing final paving per direction of the City Utility Inspector.
31. Permittee/Contractor shall not engage in construction work on more than one permit on the same street at any one time. A separate permit is required for each street location where utility excavation is planned.
32. Permittee/Contractor shall perform work in cooperation with other utilities, including but not limited to consideration of joint trenching. Applicant shall do research and investigation of other pending City permits of utility companies.
33. Submit to City for review and approval a notification letter to businesses and residents on Contractor's or utility company's letterhead and shall indicate the scope of work, type of construction, location and limits of work, start date and duration of the construction, impact of the work, contact person as well as community relations liaison, prior to start of work.
34. Notification letter to businesses and residents shall be distributed within 500 feet of the work, 72 hours prior to the start of work per Section 7.06.340 (c) of the Right-Of-Way Management Regulations.
35. Permittee/Contractor shall keep the area surrounding the excavation clean and free of loose dirt and other debris in a manner deemed satisfactory to the City. Contractor shall remove all excavated material from the site no later than the end of each day. If Permittee/Contractor fails to maintain the cleanliness of the site the permit is subject to revocation as outlined in Section 7.06.490 of the Right-Of-Way Management Regulations.
36. Permittee/Contractor shall be subject to hazardous material guidelines for handling, treating and disposing of material; worker safety and training; notifications required by law; site remediation; and data collection. Permittee/Contractor shall comply with all federal, state and local laws regarding hazardous materials
37. Submit construction schedule and phasing of work for review and approval to EPWM Engineering Division, Room 113, prior to start of work.
38. Copies of utility excavation permit, after office hour permit, alley closure permit and approved construction and traffic plans must be at the job site at all times.
39. Permittee/Contractor shall have a designated community relations liaison to address public concerns related to the project.
40. On each permit issued Permittee/Contractor shall provide the City with Emergency contact information and include the name and phone number of the 24-hour Emergency contact.
41. Comply with City's guidelines on air, water, sound, drainage, clean up and dust pollution control, tree and plant protection, phasing, security and insurance policy. (See attached).
42. Extension/Renewal of utility excavation permit must be requested from EPWM, Engineering Division, Room 113 and Contractor must submit a revised a schedule of project completion prior to approval of permit extension/renewal.
43. Permittee/Contractor shall obtain from Building and Safety, Room 111, an after office hour permit for any work to be performed beyond City's regular working hours. Alley closure permit is obtained from Transportation Management, Room 115.
44. At substantial completion of work Permittee/Contractor shall submit to the City As-Built/Record Drawings in compatible electronic file together with 24"x36" reproducible mylars.
45. Permittee/Contractor failure to comply with any of the terms and conditions of the permit may result in: The City requesting that Permittee/Contractor remove all improvements completed to date under the permit and restore the street to its pre-existing condition; or (2) forfeiture of any or all deposits made. The City reserves its right to stop the work at any time as deemed necessary to ensure compliance with the permit terms and conditions, per Section 7.06.490 of the Right-Of-Way Management Regulations.

### Air Pollution Control:

The contractor shall comply with all air pollution control rules, regulations, ordinances and statutes which apply to any work performed, including any air pollution control rules, regulations, ordinances and statutes, specified in section 11017 of the government code.

In the absence of any applicable air pollution control rules, regulations, ordinances or statutes governing solvents, all solvents, including but not limited to the solvent portions of paints, thinners, curing compounds and liquid asphalt used under the permit shall comply with the applicable material requirements of the south coast air quality management district. All container of paint, thinner, curing compound or liquid asphalt shall be labelled to indicate that the contents fully comply with said requirements. Material to be disposed of shall not be burned, either inside or outside the highway right of way.

### Water Pollution Control:

Contractor shall use best available technology and best management practices to prevent the pollution of drains and watercourses by discharges of materials other than uncontaminated storm water. Prohibited discharges include storm water discharges that may threaten to cause pollution, contamination or nuisances, sanitary wastes, sediment and debris from erosion and other substances resulting from construction activities.

The following best management practices which address the problem of urban runoff shall apply:

a) Contaminated runoff, sediments and construction waste from the construction and parking areas shall not leave the site;
b) Any sediments or other materials which are tracked off the construction site shall be removed the same day. When determined necessary by the city inspector to provide temporary pollution control measures, a temporary sediment barrier shall be installed;
c) On an emergency basis only, plastic covering may be utilized to prevent erosion of an otherwise unprotected area, along with runoff devices to intercept and safely convey the runoff;
d) Excavated soil shall be located on the site in a manner that eliminates the possibility of sediments running into the street or adjoining properties. Soil piles shall be covered until the soil is either used or removed;
e) No washing of construction or other industrial vehicles shall be allowed adjacent to a construction site;
f) Drainage controls shall be utilized as needed , depending on the extent of proposed grading and topography of the site, including, but not limited to the following:
   1) Detention ponds, sediment ponds, or infiltration pits
   2) Dikes, filter berms or ditches

To provide effective and continuous control of water pollution, it may be necessary for the contractor to perform the permit work in small or multiple units, on and out of phase schedule and with modified construction procedures. That contractor shall coordinate water pollution control with all other work done under this permit.

### Drainage Control:

Contractor shall provide for the drainage of storm water and such water as may be applied or discharged on the site in performance of the work. Drainage facilities shall be adequate to prevent damage to the work, the site and adjacent property, also, drainage facilities shall be constructed to minimize the potential pollution to the ocean.

Existing drainage channels and conduits shall be cleaned, enlarged or supplemented as necessary to carry all increased runoff attributable to contractor's operations. Dikes shall be constructed as necessary to divert increased runoff from entering adjacent property (except in natural channels), to protect public and private property and the work, and to direct water to drainage channels or conduits.

### Sound Control:

The contractor shall comply with all local sound control and noise level rules, regulations and ordinances which apply to any work performed pursuant to the permit.

Each internal combustion engine, used for any purpose on the job or related to the job, shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without said muffler.

The noise level from the contractor's operations, between the hours of 8:00am and 6:00pm, shall not exceed 86 DBA at a distance of 15 meters (50 feet). This requirement in no way relieves the contractor from the responsibility for complying with other applicable local ordinance regulating noise level.

The noise level requirement shall apply to all equipment on the job or related to the job, including but not limited to trucks, transit mixers or transient equipment that may or may not be owned by the contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

### Clean Up and Dust Control:

Contractor shall keep premises free at all times from accumulations of waste materials, mud, dust and rubbish. Contractor shall provide adequate trash receptacles about the site and shall promptly empty the containers when filled.

No material other than clear, clean water is allowed to flow in the street gutters and/or into storm drains.

Construction materials shall be neatly stacked by the contractor when not in use. Dusty materials in piles or in transit shall be covered to prevent suspension of the dirt or air. Contractor shall promptly remove splattered concrete, asphalt, oil, paint, corrosive liquids and cleaning solutions from the affected surfaces to prevent marring or other damage.

Volatile wastes shall be properly stored in covered metal containers and removed daily.

Wastes shall not be buried or burned on the site or disposed of into storm drains, sanitary sewers, streams or waterways. All wastes shall be removed from the site and disposed of in a manner complying with local ordinances and antipollution laws.

### Tree and Plant Protection:

Whenever practicable, contractor shall tunnel beneath trees in the parkway when on or near the line of trench. Hand excavation shall be employed as necessary to prevent injury to trees. Trees shall be adequately protected against damage by construction operations.

Alignments may be modified in the field by the inspector to minimize conflicts with trees.

Contractor shall take measures to protect trees as such as erecting barricades, trimming to prevent damage from construction equipment and installing pipe and other works by means of hand excavation or tunneling methods. Trees shall not be endangered by stockpiling excavated material or storing equipment against the trunk.

All work associated with trees in the public right-of-way or on private property shall be coordinated with Walter Warriner, the City's Community Forrester (XXX) XXX-XXXX.

### Security:

Contractor shall be responsible for protection of the site and all work, materials, equipment and existing facilities thereon against vandals and other unauthorized persons.

Contractor shall make good all damage to the City's property or private property resulting from the contractor's failure to provide adequate security measures.

DIGALERT

UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

DIAL TOLL FREE 811 OR 800—422—4133

AT LEAST TWO DAYS BEFORE YOU DIG

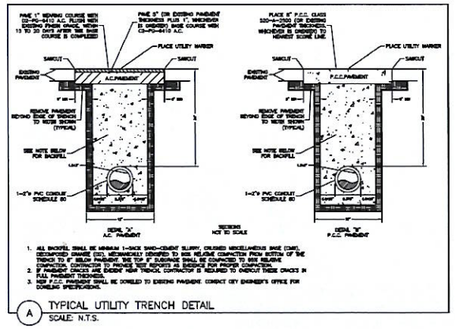
SECTION 4216 OF CALIFORNIA GOVERNMENT CODE REQUIRES A DIG ALERT IDENTIFICATION NUMBER BE ISSUED BEFORE A "PERMIT TO EXCAVATION" WILL BE VALID. FOR YOUR DIG ALERT IDENTIFICATION NUMBER, CALL UNDERGROUND SERVICE ALERT TOLL FREE AT 811 OR 800—422—4133 TWO WORKING DAYS BEFORE YOU DIG

UNDERGROUND STRUCTURES

ALL UNDERGROUND UTILITIES OR STRUCTURES REPORTED BY THE OWNER OR OTHERS AND THOSE SHOWN ON THE RECORDS EXAMINED ARE INDICATED WITH THEIR APPROXIMATE LOCATION AND EXTENT, THE OWNER BE ACCEPTING THESE PLANS OR PROCEEDING WITH IMPROVEMENTS PURSUANT THERETO AGREES TO ASSUME LIABILITY AND TO HOLD UNDERSIGNED HARMLESS FOR ANY DAMAGES RESULTING FROM THE EXISTENCE OF UNDERGROUND UTILITIES OR STRUCTURES NOT REPORTED TO THE UNDERSIGNED NOT INDICATED ON THE PUBLIC RECORDS EXAMINED. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES OR STRUCTURES SHOWN AND ANY OTHER UTILITIES OR STRUCTURES FOUND AT THE SITE. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE OWNERS OF THE UTILITIES OR STRUCTURES CONCERNED BEFORE STARTING WORK.

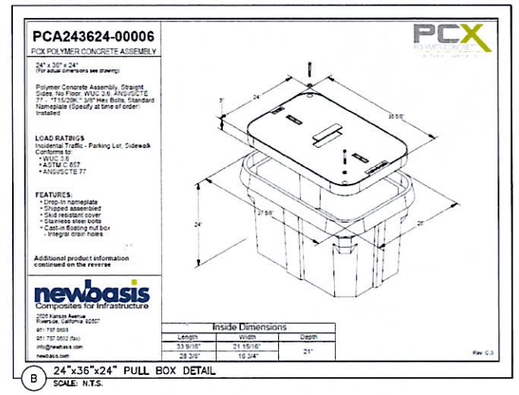
NOTICE TO CONTRACTOR

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITIES OR SUBSTRUCTURES SHOWN HEREON WAS OBTAINED FROM THE CITY OF CARSON FROM A SEARCH OF AVAILABLE RECORDS. TO THE BEST OF THEIR KNOWLEDGE, THERE ARE NO EXISTING UTILITIES EXCEPT AS SHOWN ON THESE PLANS. THE CONTRACTOR SHALL TAKE NECESSARY PRECAUTIONS TO PROTECT THE UTILITIES OR SUBSTRUCTURES SHOWN HEREON AND ANY OTHERS NOT OF RECORD OR NOT SHOWN ON THESE PLANS.

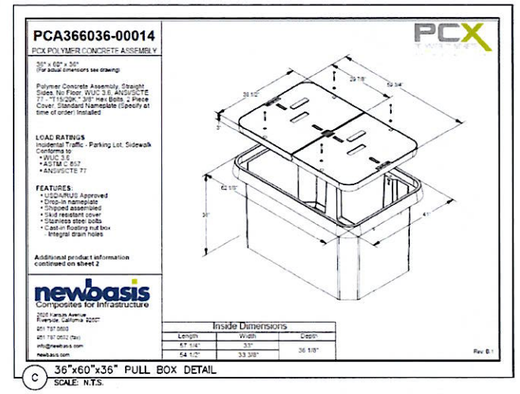



1. ALL BACKFILL SHALL BE MINIMUM 1-SACK SAND-CEMENT SLURRY, CRUSHED MISCELLANEOUS BASE (CMB), DECOMPOSED GRANITE (DG), MECHANICALLY COMPACTED TO 95% RELATIVE COMPACTION FROM BOTTOM OF THE TRENCH TO 6" BELOW PAVEMENT. THE TOP 6" SURFACE SHALL BE COMPACTED TO 95% RELATIVE COMPACTION AND SHALL BE FREE OF ROCKS LARGER THAN 1" IN ANY DIMENSION.
2. WHERE TRENCH IS WITHIN 1' OF PAVEMENT EDGE, TRENCH, CONTRACTOR IS REQUIRED TO REMOVE PAVEMENT TO NEXT SCORE IN FULL PAVEMENT THICKNESS.
3. NEW P.C.C. PAVEMENT SHALL BE DOWELED TO EXISTING PAVEMENT. CONTACT CITY ENGINEER'S OFFICE FOR DOWELING SPECIFICATIONS.

A TYPICAL UTILITY TRENCH DETAIL
SCALE: N.T.S.




B 24"x36"x24" PULL BOX DETAIL
SCALE: N.T.S.




C 36"x60"x36" PULL BOX DETAIL
SCALE: N.T.S.

CARSON California FUTURE UNLIMITED

CITY OF CARSON
INFORMATION TECHNOLOGY & SECURITY DEPARTMENT
701 E. CARSON ST, B-30, CARSON, CA, 90745
TEL: 310-952-1734
FAX: 310-549-7562

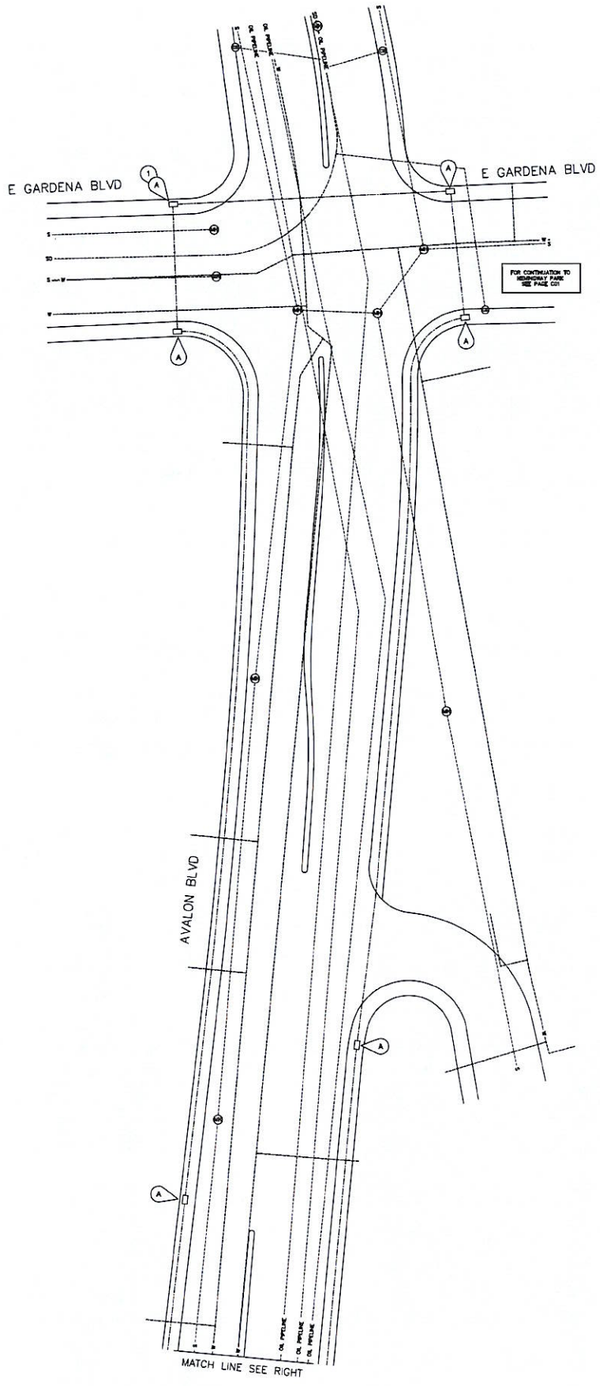
| No. | DATE | REVISIONS | BY |
|---|---|---|---|
| 0 | 05-01-24 | ISSUED FOR REVIEW | NL |

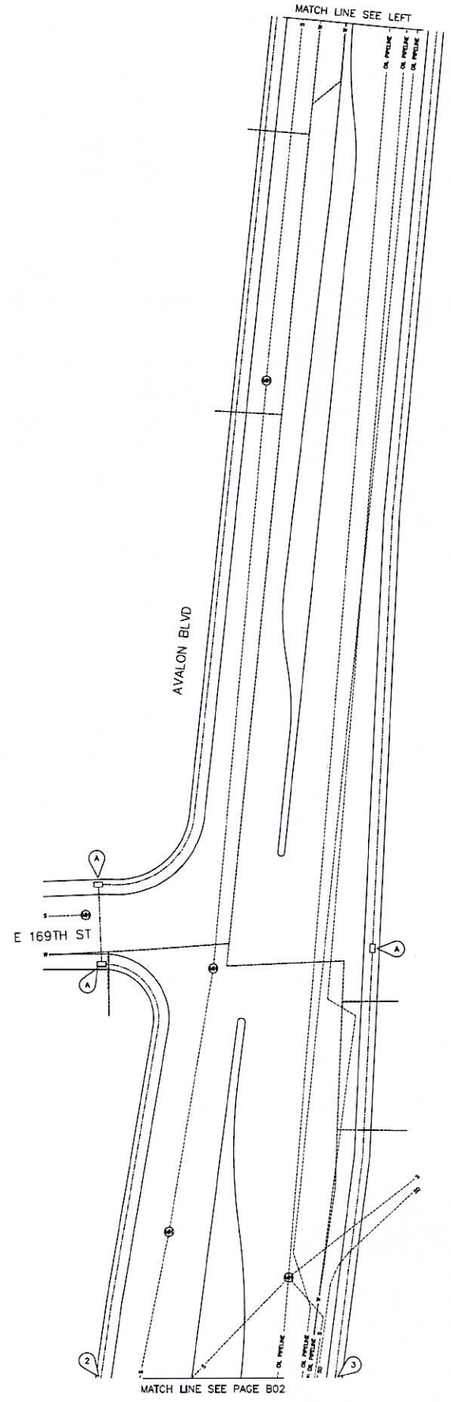
PLANS PREPARED BY:
NORBERT DE LENDORFF
2461 LITTLE ROCK LN
SIMI VALLEY, CA, 93065
TEL: 323-376-0274

CITY OF CARSON – PARKS PROJECT

GENERAL NOTES

A02
SHEET




## LEGEND

| | |
|---|---|
| FIBER OPTIC | FO |
| OIL PIPELINE | OIL PIPELINE |
| SEWER | S |
| STORM DRAIN | SD |
| WATER | W |
| CATCH BASIN | CB |
| MANHOLE | MH |

LICENSED PROFESSIONAL ENGINEER
ARTURO MARTINEZ BENAVENTE
C 36111
CIVIL
STATE OF CALIFORNIA

## CONSTRUCTION NOTES

(A) INSTALL NEW 36"x60"x36" PULL BOX. COIL 50' OF FIBER.

(1)(2) DIRECTIONAL BORE 1,560' AND INSTALL 2 NEW 4" PVC SCHEDULE 80 CONDUITS WITH NEW 864 COUNT FIBRE OPTIC CABLE.

(1)(3) DIRECTIONAL BORE 1,660' AND INSTALL 2 NEW 4" PVC SCHEDULE 80 CONDUITS WITH NEW 864 COUNT FIBRE OPTIC CABLE.

| BILL OF MATERIALS | THIS PAGE | TOTAL ROUTE |
|---|---|---|
| 1. NEW DIRECTIONAL BORE | 3,220' | 42,830' |
| 2. NEW 4" PVC SCHEDULE 80 CONDUIT | 6,440' | 86,120' |
| 3. NEW 864 COUNT FIBER OPTIC CABLE | 3,670' | 47,960' |
| 4. NEW 36"x60"x36" PULL BOX | 9 | 98 |

GRAPHIC SCALE
0 20 40 80
1 INCH = 40 FEET

CARSON california FUTURE UNLIMITED

CITY OF CARSON
INFORMATION TECHNOLOGY & SECURITY DEPARTMENT
701 E. CARSON ST, B-30, CARSON, CA, 90745
TEL: 310-952-1734
FAX: 310-549-7562

| No. | DATE | REVISIONS | BY |
|---|---|---|---|
| 0 | 08-01-24 | ISSUED FOR REVIEW | NL |

PLANS PREPARED BY:
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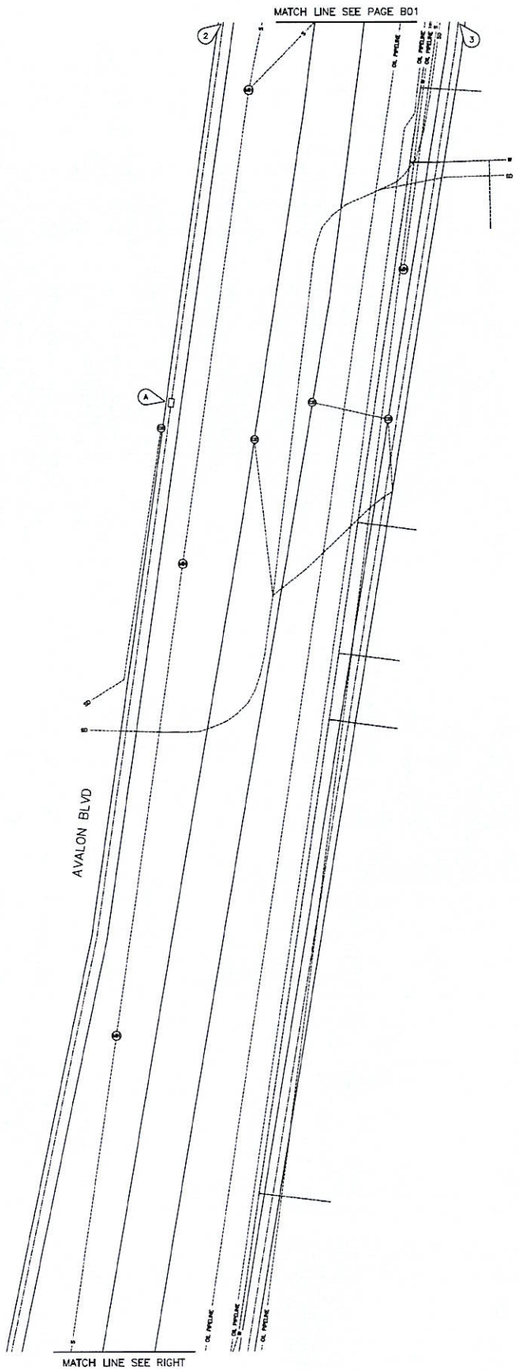
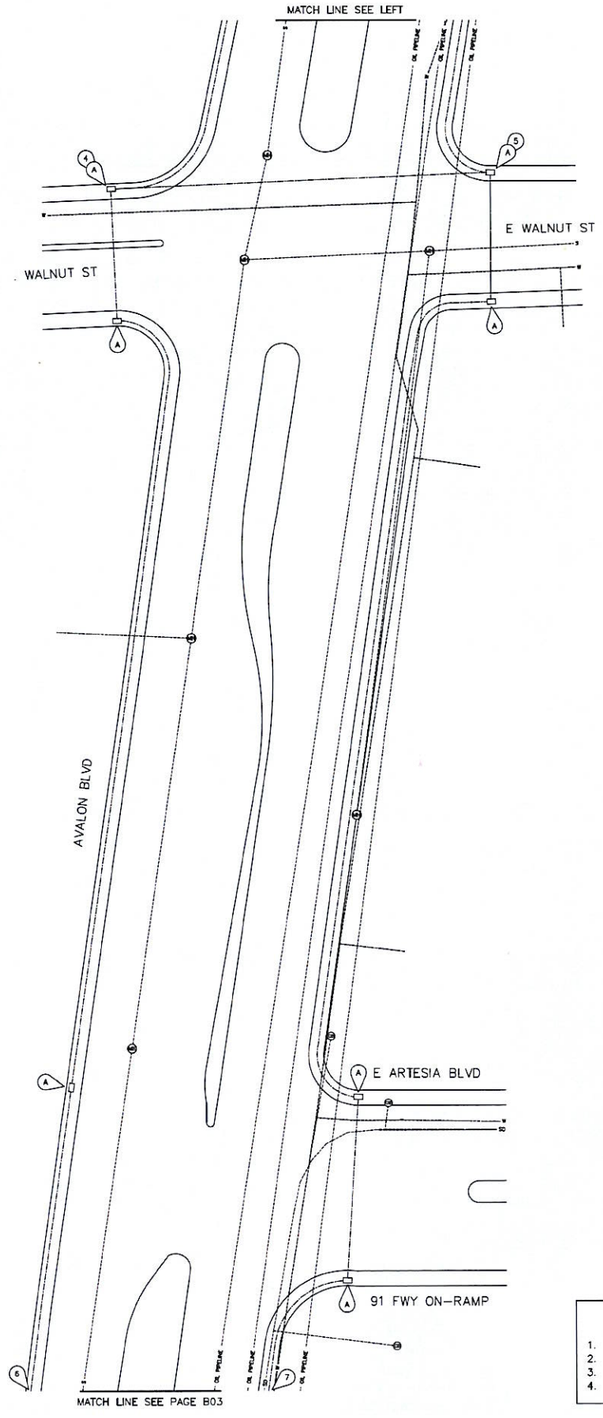
CITY OF CARSON – PARKS PROJECT

AVALON BLVD – BACKBONE

B01
SHEET




## LEGEND

| | |
|---|---|
| FIBER OPTIC | FO |
| OIL PIPELINE | OIL PIPELINE |
| SEWER | S |
| STORM DRAIN | SD |
| WATER | W |
| CATCH BASIN | CB |
| MANHOLE | MH |

## CONSTRUCTION NOTES

- (A) INSTALL NEW 36"x60"x36" PULL BOX. COIL 50' OF FIBER.
- (2) (4) DIRECTIONAL BORE 930' AND INSTALL 2 NEW 4" PVC SCHEDULE 80 CONDUITS WITH NEW 864 COUNT FIBRE OPTIC CABLE.
- (4) (5) DIRECTIONAL BORE 220' AND INSTALL 2 NEW 4" PVC SCHEDULE 80 CONDUITS WITH NEW 864 COUNT FIBRE OPTIC CABLE.
- (4) (6) DIRECTIONAL BORE 730' AND INSTALL 2 NEW 4" PVC SCHEDULE 80 CONDUITS WITH NEW 864 COUNT FIBRE OPTIC CABLE.
- (3) (5) DIRECTIONAL BORE 900' AND INSTALL 2 NEW 4" PVC SCHEDULE 80 CONDUITS WITH NEW 864 COUNT FIBRE OPTIC CABLE.
- (5) (7) DIRECTIONAL BORE 790' AND INSTALL 2 NEW 4" PVC SCHEDULE 80 CONDUITS WITH NEW 864 COUNT FIBRE OPTIC CABLE.

## BILL OF MATERIALS

| | | THIS PAGE | TOTAL ROUTE |
|---|---|---|---|
| 1. | NEW DIRECTIONAL BORE | 3,570' | 42,830' |
| 2. | NEW 4" PVC SCHEDULE 80 CONDUIT | 7,140' | 86,120' |
| 3. | NEW 864 COUNT FIBER OPTIC CABLE | 3,970' | 47,960' |
| 4. | NEW 36"x60"x36" PULL BOX | 8 | 98 |

LICENSED PROFESSIONAL ENGINEER
ARTURO MARTINEZ BANANAL
C 36107
CIVIL
STATE OF CALIFORNIA

GRAPHIC SCALE
0 20 40 80
1 INCH = 40 FEET

CARSON california FUTURE UNLIMITED

CITY OF CARSON
INFORMATION TECHNOLOGY & SECURITY DEPARTMENT
701 E. CARSON ST, B-30, CARSON, CA, 90745
TEL: 310-952-1734
FAX: 310-549-7562

| No. | DATE | REVISIONS | BY |
|---|---|---|---|
| 0 | 06-6-24 | ISSUED FOR REVIEW | NL |

PLANS PREPARED BY:
NORBERT DE LENDORFF
2461 LITTLE ROCK LN
SIMI VALLEY, CA, 93065
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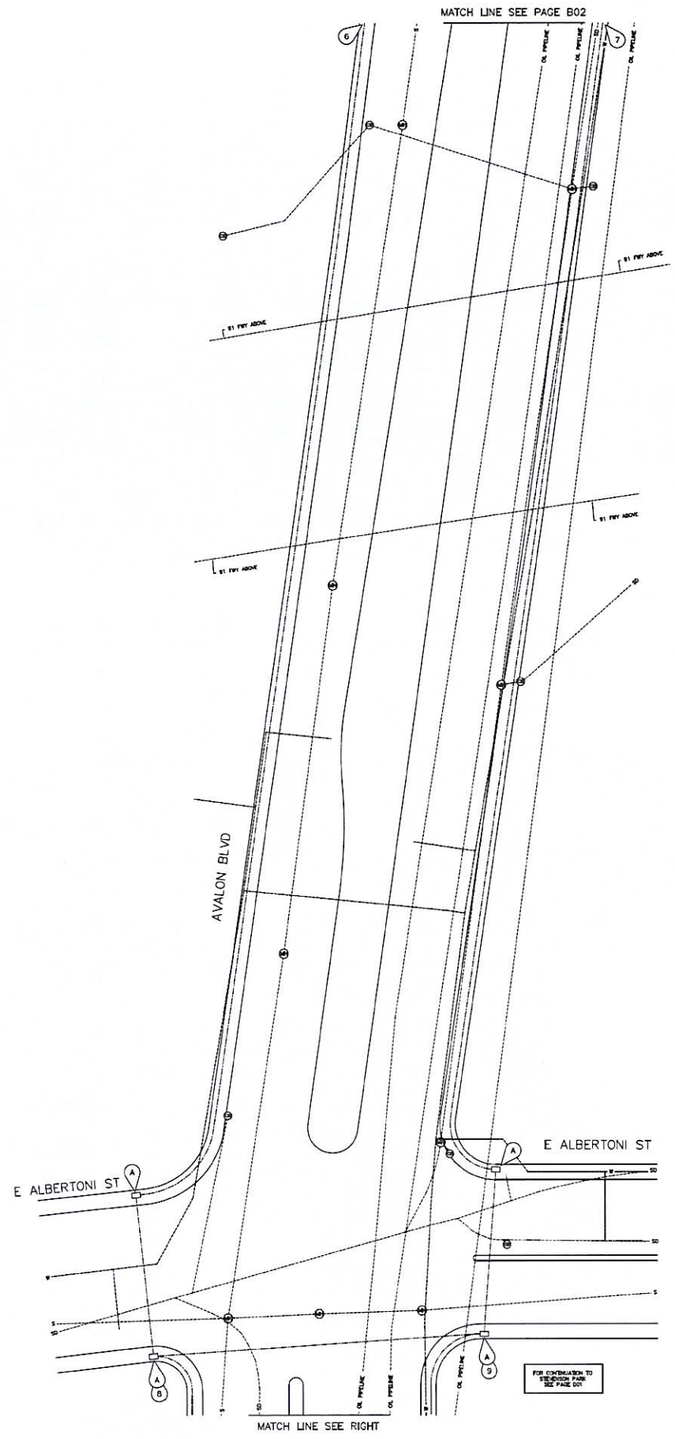
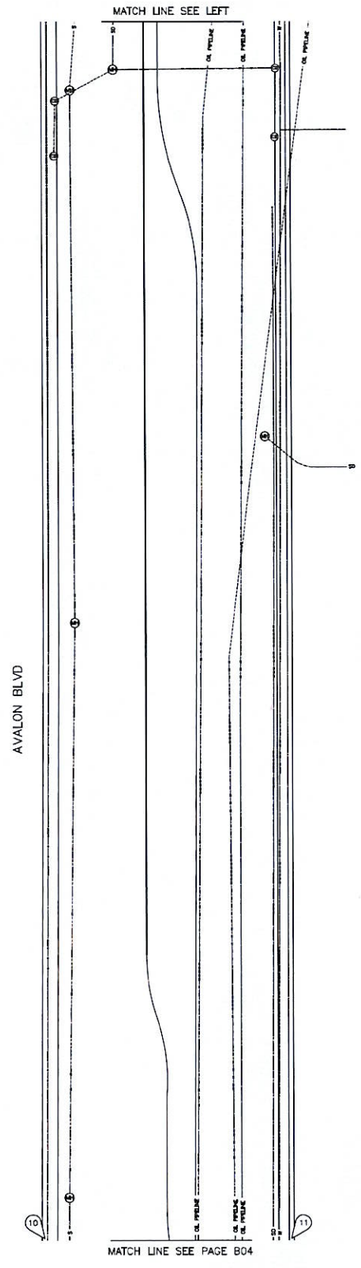
CITY OF CARSON – PARKS PROJECT

AVALON BLVD – BACKBONE

B02

SHEET




## LEGEND

| | |
|---|---|
| FIBER OPTIC | FO |
| OIL PIPELINE | OIL PIPELINE |
| SEWER | S |
| STORM DRAIN | SD |
| WATER | W |
| CATCH BASIN | CB |
| MANHOLE | CB |

## CONSTRUCTION NOTES

- (A) INSTALL NEW 36"x60"x36" PULL BOX. COIL 50' OF FIBER.
- (6) (8) DIRECTIONAL BORE 820' AND INSTALL 2 NEW 4" PVC SCHEDULE 80 CONDUITS WITH NEW 864 COUNT FIBRE OPTIC CABLE.
- (8) (5) DIRECTIONAL BORE 190' AND INSTALL 2 NEW 4" PVC SCHEDULE 80 CONDUITS WITH NEW 864 COUNT FIBRE OPTIC CABLE.
- (8) (10) DIRECTIONAL BORE 770' AND INSTALL 2 NEW 4" PVC SCHEDULE 80 CONDUITS WITH NEW 864 COUNT FIBRE OPTIC CABLE.
- (7) (9) DIRECTIONAL BORE 790' AND INSTALL 2 NEW 4" PVC SCHEDULE 80 CONDUITS WITH NEW 864 COUNT FIBRE OPTIC CABLE.
- (9) (11) DIRECTIONAL BORE 790' AND INSTALL 2 NEW 4" PVC SCHEDULE 80 CONDUITS WITH NEW 864 COUNT FIBRE OPTIC CABLE.

## BILL OF MATERIALS

| | | THIS PAGE | TOTAL ROUTE |
|---|---|---|---|
| 1. | NEW DIRECTIONAL BORE | 3,360' | 42,830' |
| 2. | NEW 4" PVC SCHEDULE 80 CONDUIT | 6,720' | 86,120' |
| 3. | NEW 864 COUNT FIBER OPTIC CABLE | 3,560' | 47,960' |
| 4. | NEW 36"x60"x36" PULL BOX | 4 | 98 |

GRAPHIC SCALE
0 20 40 80
1 INCH = 40 FEET

LICENSED PROFESSIONAL ENGINEER
ARTURO MARTINEZ BANAMAY
C 36177
CIVIL
STATE OF CALIFORNIA

CARSON california FUTURE UNLIMITED

CITY OF CARSON
INFORMATION TECHNOLOGY & SECURITY DEPARTMENT
701 E. CARSON ST, B-30, CARSON, CA, 90745
TEL: 310-952-1734
FAX: 310-549-7562

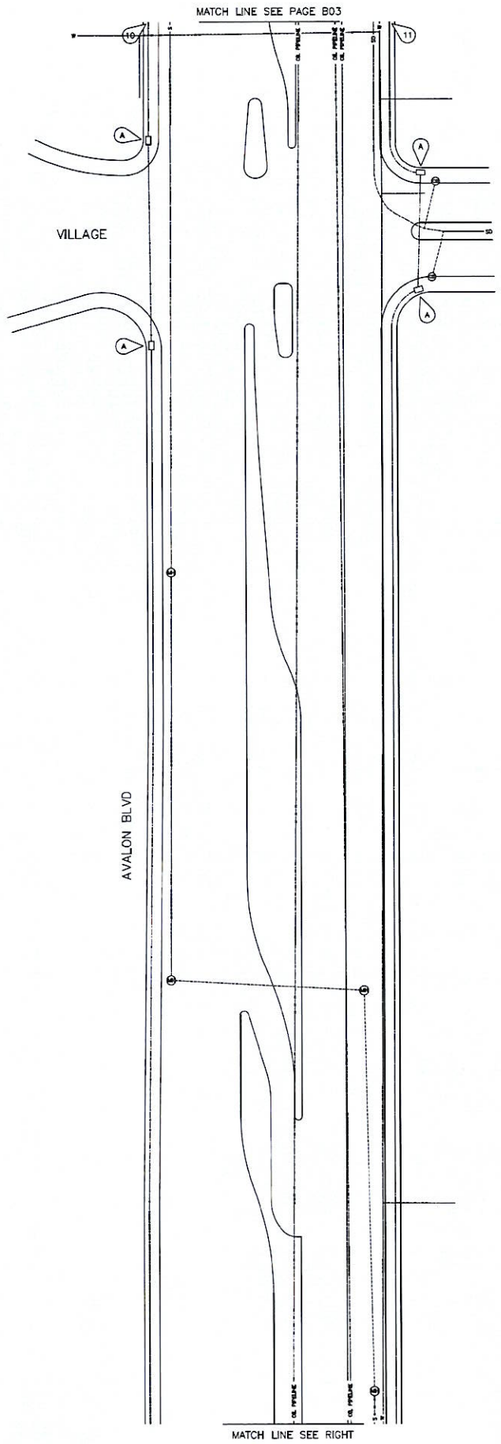
| No. | DATE | REVISIONS | BY |
|---|---|---|---|
| 0 | 06-07-24 | ISSUED FOR REVIEW | ML |

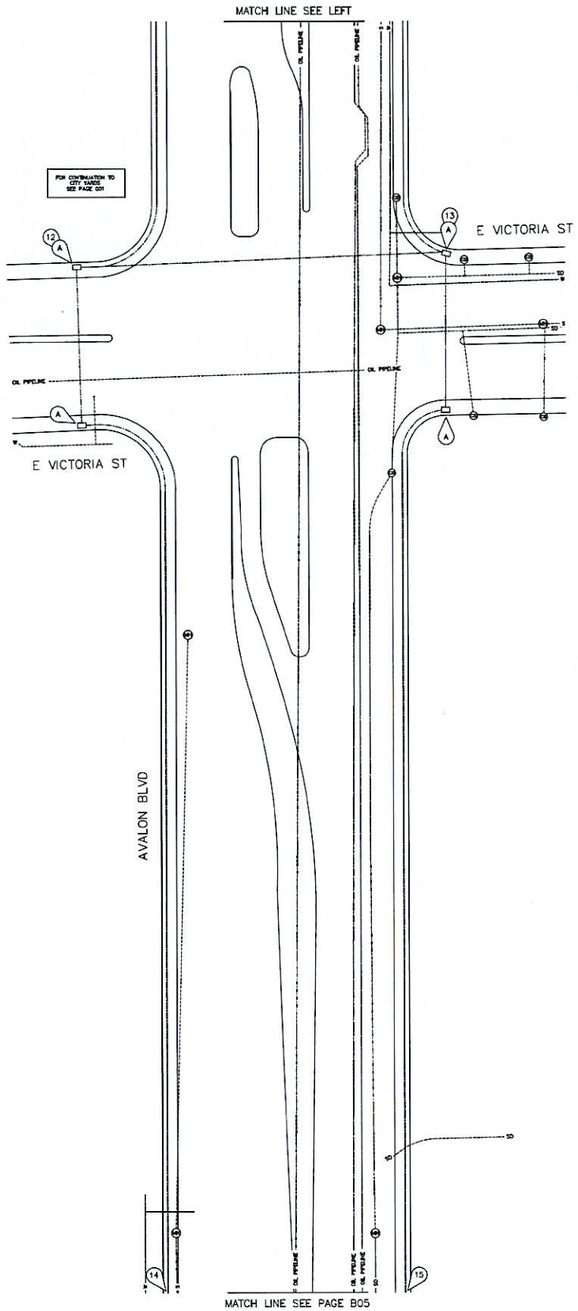
PLANS PREPARED BY:
NORBERT DE LENDORFF
2461 LITTLE ROCK LN
SIMI VALLEY, CA, 93065
TEL: 323-376-0274

CITY OF CARSON – PARKS PROJECT

AVALON BLVD – BACKBONE

B03
SHEET




## LEGEND

| | |
|---|---|
| FIBER OPTIC | FO |
| OIL PIPELINE | OIL PIPELINE |
| SEWER | S |
| STORM DRAIN | SD |
| WATER | W |
| CATCH BASIN | CB |
| MANHOLE | MH |

LICENSED PROFESSIONAL ENGINEER
ARTURO MARTINEZ BANANAL
C 36117
CIVIL
STATE OF CALIFORNIA

## CONSTRUCTION NOTES

- (A) INSTALL NEW 36"x60"x36" PULL BOX. COIL 50' OF FIBER.
- (10) (12) DIRECTIONAL BORE 1,000' AND INSTALL 2 NEW 4" PVC SCHEDULE 80 CONDUITS WITH NEW 864 COUNT FIBRE OPTIC CABLE.
- (12) (13) DIRECTIONAL BORE 215' AND INSTALL 2 NEW 4" PVC SCHEDULE 80 CONDUITS WITH NEW 864 COUNT FIBRE OPTIC CABLE.
- (12) (14) DIRECTIONAL BORE 640' AND INSTALL 2 NEW 4" PVC SCHEDULE 80 CONDUITS WITH NEW 864 COUNT FIBRE OPTIC CABLE.
- (11) (13) DIRECTIONAL BORE 990' AND INSTALL 2 NEW 4" PVC SCHEDULE 80 CONDUITS WITH NEW 864 COUNT FIBRE OPTIC CABLE.
- (13) (15) DIRECTIONAL BORE 630' AND INSTALL 2 NEW 4" PVC SCHEDULE 80 CONDUITS WITH NEW 864 COUNT FIBRE OPTIC CABLE.

| BILL OF MATERIALS | THIS PAGE | TOTAL ROUTE |
|---|---|---|
| 1. NEW DIRECTIONAL BORE | 3,475' | 42,830' |
| 2. NEW 4" PVC SCHEDULE 80 CONDUIT | 6,950' | 86,120' |
| 3. NEW 864 COUNT FIBER OPTIC CABLE | 3,875 | 47,960' |
| 4. NEW 36"x60"x36" PULL BOX | 8 | 98 |

GRAPHIC SCALE
0 20 40 80
1 INCH = 40 FEET

CARSON california FUTURE UNLIMITED

CITY OF CARSON
INFORMATION TECHNOLOGY & SECURITY DEPARTMENT
701 E. CARSON ST, B-30, CARSON, CA, 90745
TEL: 310-952-1734
FAX: 310-549-7562

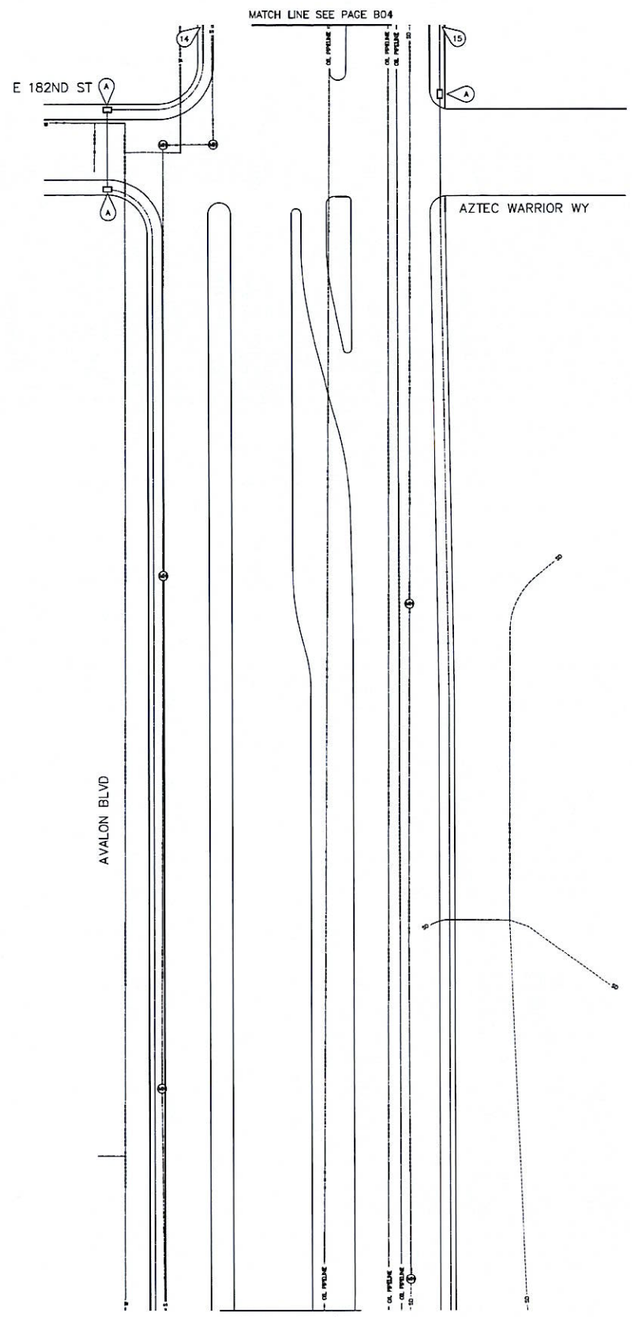
| No. | DATE | REVISIONS | BY |
|---|---|---|---|
| 0 | 09-01-24 | ISSUED FOR REVIEW | ML |

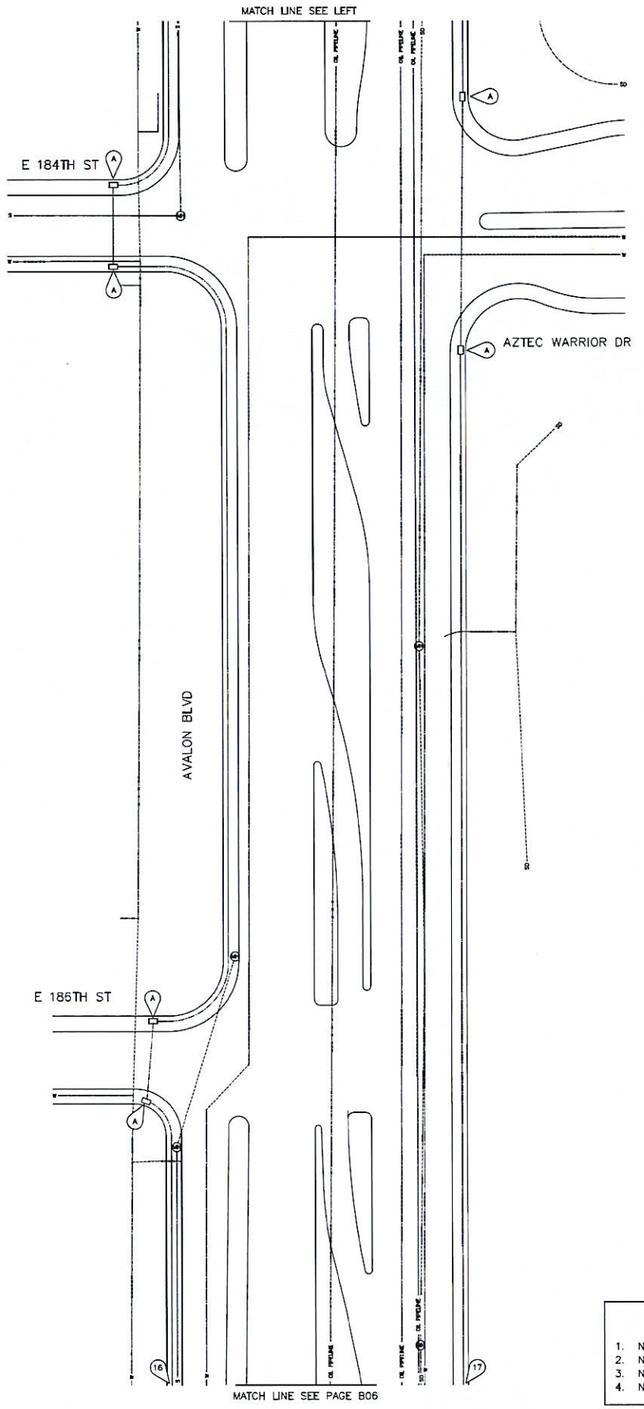
PLANS PREPARED BY:
NORBERT DE LENDORFF
2461 LITTLE ROCK LN
SIMI VALLEY, CA, 93065
TEL: 323-376-0274

CITY OF CARSON – PARKS PROJECT

AVALON BLVD – BACKBONE

B04
SHEET




## LEGEND

| | |
|---|---|
| FIBER OPTIC | FO |
| OIL PIPELINE | OIL PIPELINE |
| SEWER | S |
| STORM DRAIN | SD |
| WATER | W |
| CATCH BASIN | CB |
| MANHOLE | MH |

## CONSTRUCTION NOTES

- (A) INSTALL NEW 36"x60"x36" PULL BOX. COIL 50' OF FIBER.
- (14) (16) DIRECTIONAL BORE 1,720' AND INSTALL 2 NEW 4" PVC SCHEDULE 80 CONDUITS WITH NEW 864 COUNT FIBRE OPTIC CABLE.
- (15) (17) DIRECTIONAL BORE 1,560' AND INSTALL 2 NEW 4" PVC SCHEDULE 80 CONDUITS WITH NEW 864 COUNT FIBRE OPTIC CABLE.

## BILL OF MATERIALS

| | | THIS PAGE | TOTAL ROUTE |
|---|---|---|---|
| 1. | NEW DIRECTIONAL BORE | 3,280' | 42,830' |
| 2. | NEW 4" PVC SCHEDULE 80 CONDUIT | 6,560' | 86,120' |
| 3. | NEW 864 COUNT FIBER OPTIC CABLE | 3,730' | 47,960' |
| 4. | NEW 36"x60"x36" PULL BOX | 9 | 98 |

LICENSED PROFESSIONAL ENGINEER
ARTURO MARTINEZ BANANAY
C 38172
CIVIL
STATE OF CALIFORNIA

GRAPHIC SCALE
0 20 40 80
1 INCH = 40 FEET

CARSON california FUTURE UNLIMITED

CITY OF CARSON
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701 E. CARSON ST, B-30, CARSON, CA, 90745
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FAX: 310-549-7562

| No. | DATE | REVISIONS | BY |
|---|---|---|---|
| 0 | 06-07-24 | ISSUED FOR REVIEW | NL |

PLANS PREPARED BY:
NORBERT DE LENDORFF
2461 LITTLE ROCK LN
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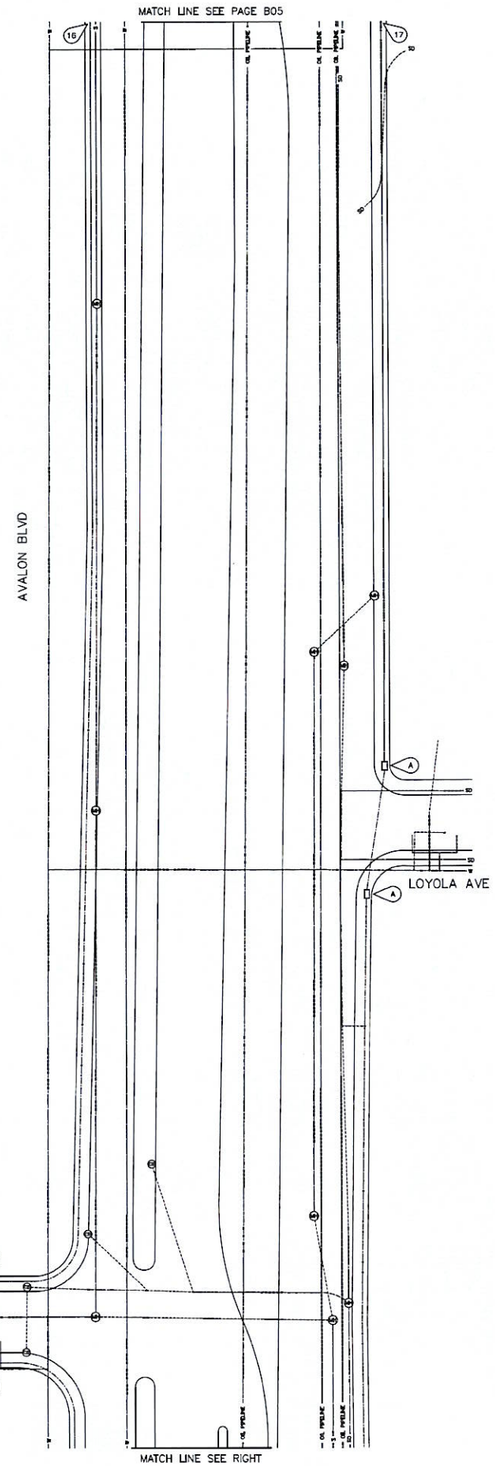
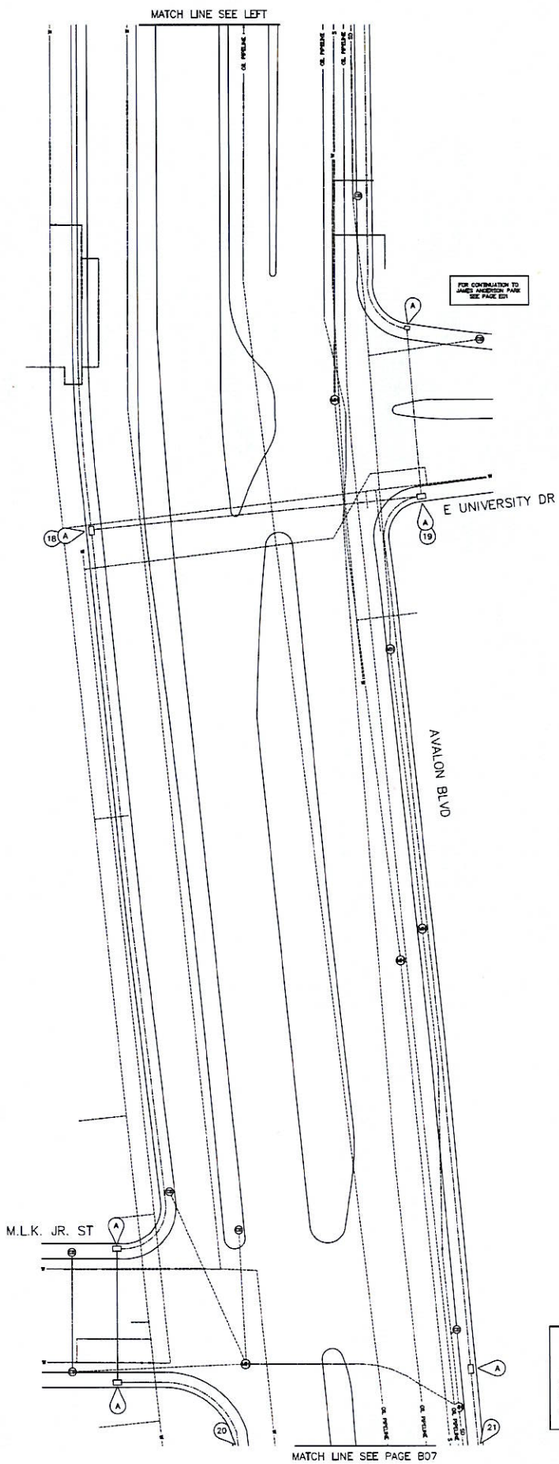
CITY OF CARSON – PARKS PROJECT

AVALON BLVD – BACKBONE

B05
SHEET




## LEGEND

| | |
|---|---|
| FIBER OPTIC | FO |
| OIL PIPELINE | OIL PIPELINE |
| SEWER | S |
| STORM DRAIN | SD |
| WATER | W |
| CATCH BASIN | CB |
| MANHOLE | CB |

## CONSTRUCTION NOTES

| | |
|---|---|
| A | INSTALL NEW 36"x60"x36" PULL BOX. COIL 50' OF FIBER. |
| 15 to 18 | DIRECTIONAL BORE 1,210' AND INSTALL 2 NEW 4" PVC SCHEDULE 80 CONDUITS WITH NEW 864 COUNT FIBRE OPTIC CABLE. |
| 18 to 19 | DIRECTIONAL BORE 195' AND INSTALL 2 NEW 4" PVC SCHEDULE 80 CONDUITS WITH NEW 864 COUNT FIBRE OPTIC CABLE. |
| 18 to 20 | DIRECTIONAL BORE 610' AND INSTALL 2 NEW 4" PVC SCHEDULE 80 CONDUITS WITH NEW 864 COUNT FIBRE OPTIC CABLE. |
| 17 to 19 | DIRECTIONAL BORE 1,130' AND INSTALL 2 NEW 4" PVC SCHEDULE 80 CONDUITS WITH NEW 864 COUNT FIBRE OPTIC CABLE. |
| 19 to 21 | DIRECTIONAL BORE 580' AND INSTALL 2 NEW 4" PVC SCHEDULE 80 CONDUITS WITH NEW 864 COUNT FIBRE OPTIC CABLE. |

## BILL OF MATERIALS

| | | THIS PAGE | TOTAL ROUTE |
|---|---|---|---|
| 1. | NEW DIRECTIONAL BORE | 3,725' | 42,830' |
| 2. | NEW 4" PVC SCHEDULE 80 CONDUIT | 7,450' | 86,120' |
| 3. | NEW 864 COUNT FIBER OPTIC CABLE | 4,225' | 47,960' |
| 4. | NEW 36"x60"x36" PULL BOX | 10 | 98 |

LICENSED PROFESSIONAL ENGINEER
ARTURO MARTINEZ JAIMES
C 36177
CIVIL
STATE OF CALIFORNIA

GRAPHIC SCALE
0 20 40 80
1 INCH = 40 FEET

CARSON california FUTURE UNLIMITED

CITY OF CARSON
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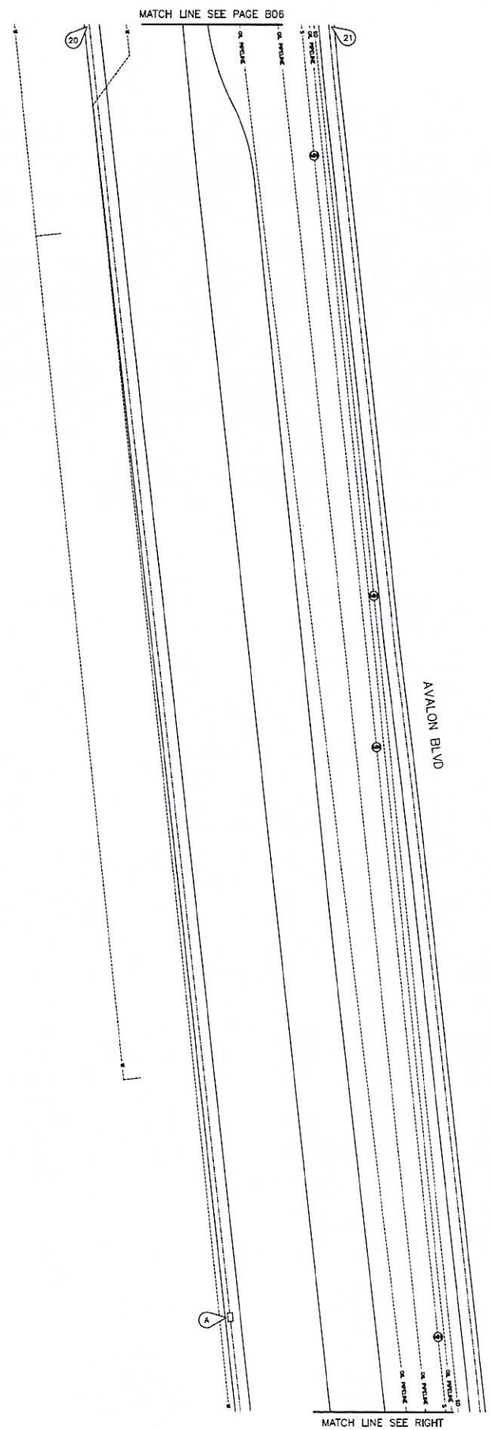
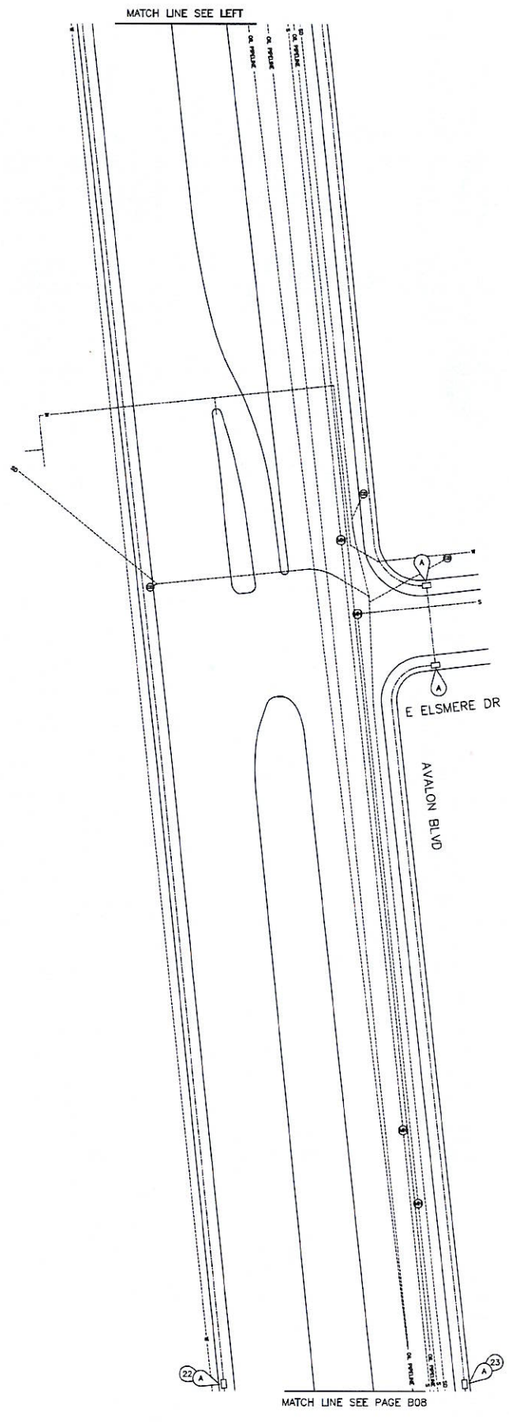
CITY OF CARSON – PARKS PROJECT

AVALON BLVD – BACKBONE

B06
SHEET




## LEGEND

| | |
|---|---|
| FIBER OPTIC | FO |
| OIL PIPELINE | OIL PIPELINE |
| SEWER | S |
| STORM DRAIN | SD |
| WATER | W |
| CATCH BASIN | CB |
| MANHOLE | MH |

## CONSTRUCTION NOTES

- (A) INSTALL NEW 36"x60"x36" PULL BOX. COIL 50' OF FIBER.
- (20) (22) DIRECTIONAL BORE 1,630' AND INSTALL 2 NEW 4" PVC SCHEDULE 80 CONDUITS WITH NEW 864 COUNT FIBRE OPTIC CABLE.
- (21) (23) DIRECTIONAL BORE 1,660' AND INSTALL 2 NEW 4" PVC SCHEDULE 80 CONDUITS WITH NEW 864 COUNT FIBRE OPTIC CABLE.

## BILL OF MATERIALS

| | | THIS PAGE | TOTAL ROUTE |
|---|---|---|---|
| 1. | NEW DIRECTIONAL BORE | 3,290' | 42,830' |
| 2. | NEW 4" PVC SCHEDULE 80 CONDUIT | 6,580' | 86,120' |
| 3. | NEW 864 COUNT FIBER OPTIC CABLE | 3,540' | 47,960' |
| 4. | NEW 36"x60"x36" PULL BOX | 5 | 98 |

LICENSED PROFESSIONAL ENGINEER
ARTURO MARTINEZ BARAJAS
C 56117
CIVIL
STATE OF CALIFORNIA

GRAPHIC SCALE
0 20 40 80
1 INCH = 40 FEET

CARSON california FUTURE UNLIMITED

CITY OF CARSON
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SIMI VALLEY, CA, 93065
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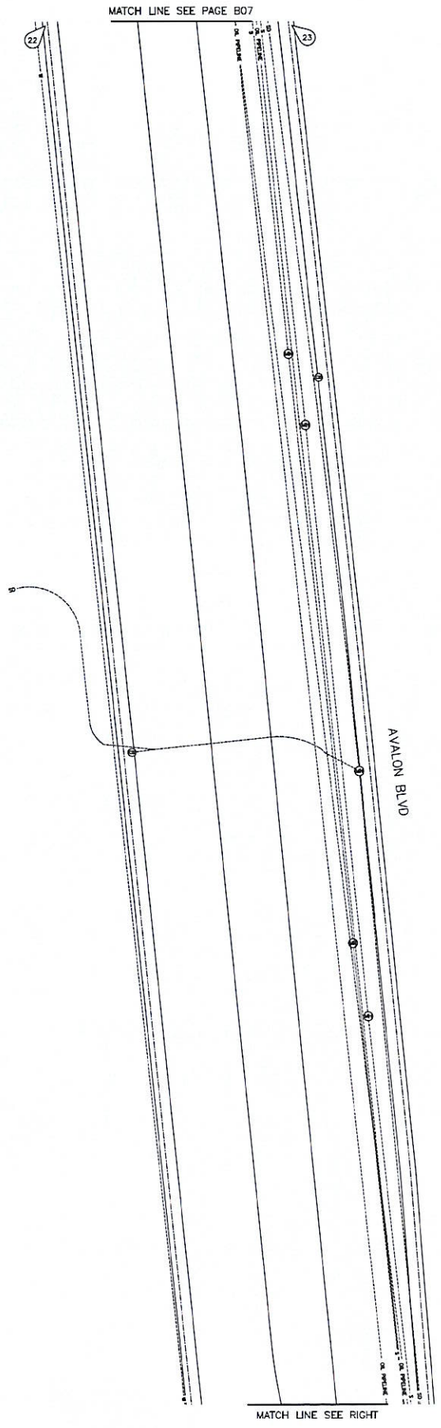
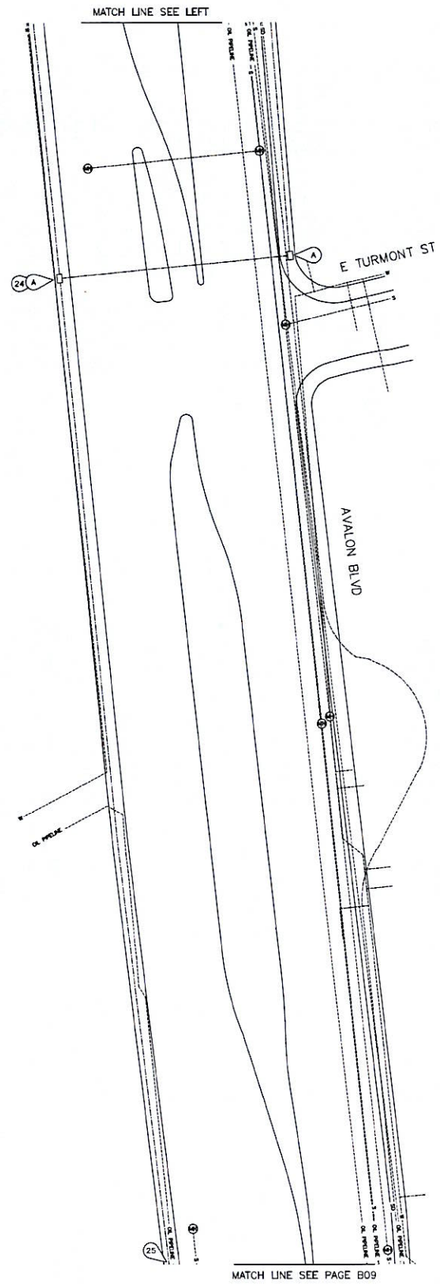
CITY OF CARSON – PARKS PROJECT

AVALON BLVD – BACKBONE

B07

SHEET




## LEGEND

| | |
|---|---|
| FIBER OPTIC | FO |
| OIL PIPELINE | OIL PIPELINE |
| SEWER | S |
| STORM DRAIN | SD |
| WATER | W |
| CATCH BASIN | CB |
| MANHOLE | MH |

## CONSTRUCTION NOTES

- (A) INSTALL NEW 36"x60"x36" PULL BOX. COIL 50' OF FIBER.
- (22) (24) DIRECTIONAL BORE 980' AND INSTALL 2 NEW 4" PVC SCHEDULE 80 CONDUITS WITH NEW 864 COUNT FIBRE OPTIC CABLE.
- (24) (25) DIRECTIONAL BORE 590' AND INSTALL 2 NEW 4" PVC SCHEDULE 80 CONDUITS WITH NEW 864 COUNT FIBRE OPTIC CABLE.
- (23) (24) DIRECTIONAL BORE 1,100' AND INSTALL 2 NEW 4" PVC SCHEDULE 80 CONDUITS WITH NEW 864 COUNT FIBRE OPTIC CABLE.

## BILL OF MATERIALS

| | | THIS PAGE | TOTAL ROUTE |
|---|---|---|---|
| 1. | NEW DIRECTIONAL BORE | 2,670' | 42,830' |
| 2. | NEW 4" PVC SCHEDULE 80 CONDUIT | 5,340' | 86,120' |
| 3. | NEW 864 COUNT FIBER OPTIC CABLE | 2,770' | 47,960' |
| 4. | NEW 36"x60"x36" PULL BOX | 2 | 98 |

LICENSED PROFESSIONAL ENGINEER
ARTURO MARTINEZ BANUELOS
C 36117
CIVIL
STATE OF CALIFORNIA

GRAPHIC SCALE
0 20 40 80
1 INCH = 40 FEET

CARSON california FUTURE UNLIMITED

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|---|---|---|---|
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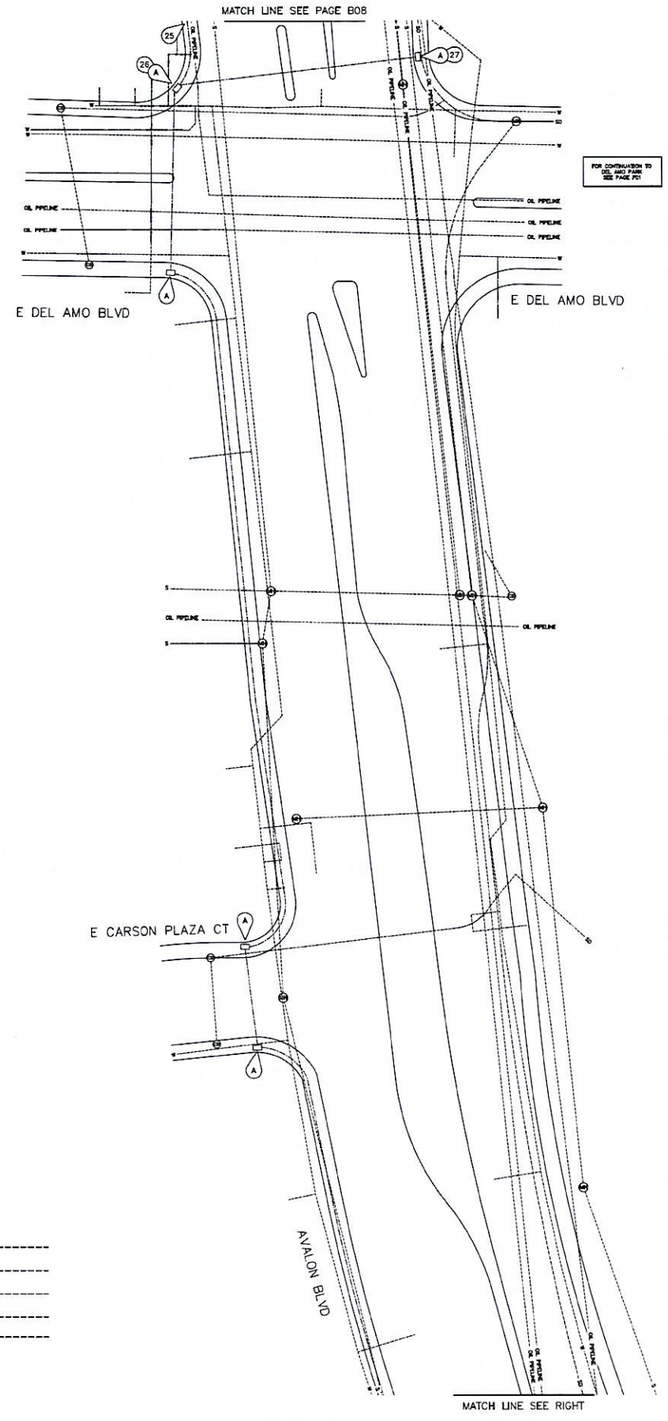
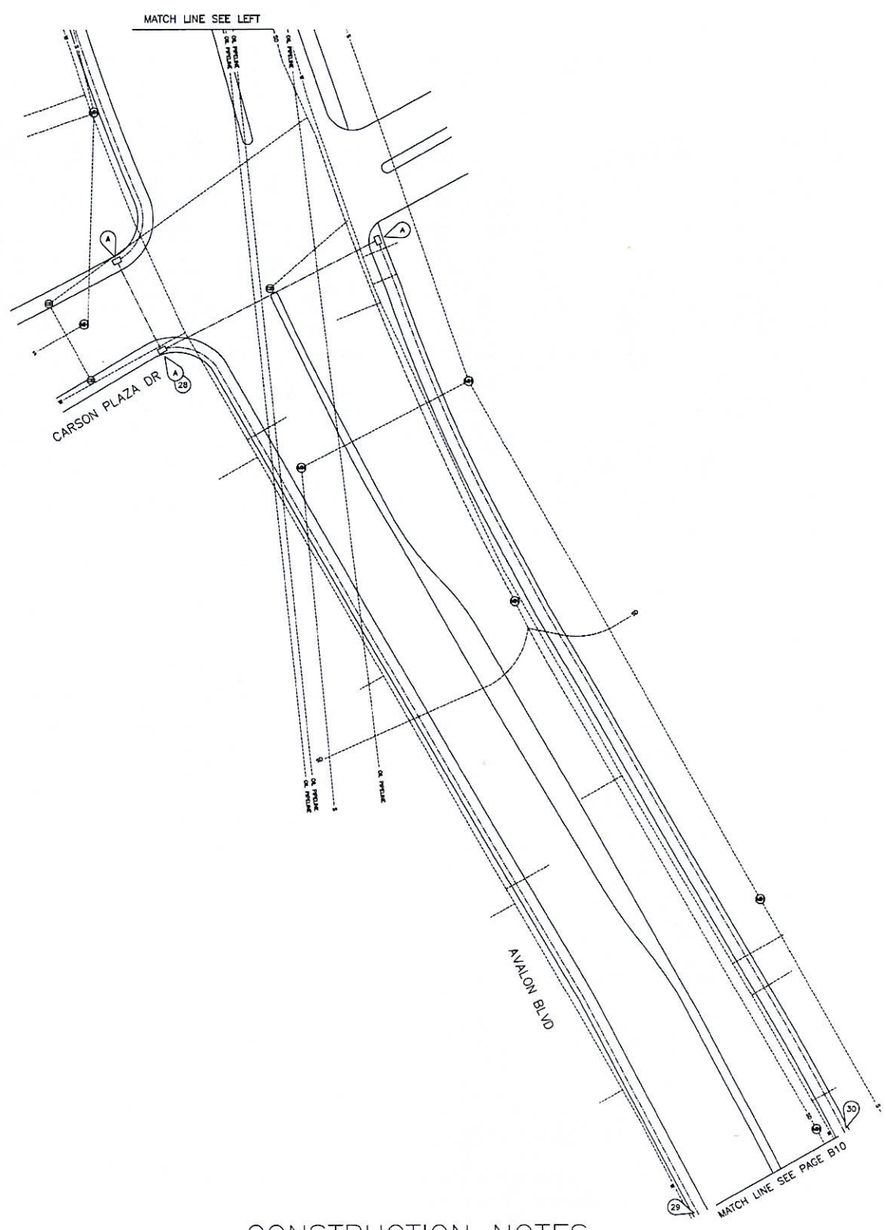
NORBERT DE LENDORFF
2461 LITTLE ROCK LN
SIMI VALLEY, CA, 93065
TEL: 323-376-0274

CITY OF CARSON – PARKS PROJECT

AVALON BLVD – BACKBONE

B08
SHEET




## LEGEND

| | |
|---|---|
| FIBER OPTIC | FO |
| OIL PIPELINE | OIL PIPELINE |
| SEWER | S |
| STORM DRAIN | SD |
| WATER | W |
| CATCH BASIN | CB |
| MANHOLE | MH |

## CONSTRUCTION NOTES

- (A) INSTALL NEW 36"x60"x36" PULL BOX. COIL 50' OF FIBER
- (25) to (26) DIRECTIONAL BORE 40' AND INSTALL 2 NEW 4" PVC SCHEDULE 80 CONDUITS WITH NEW 864 COUNT FIBRE OPTIC CABLE.
- (26) to (27) DIRECTIONAL BORE 145' AND INSTALL 2 NEW 4" PVC SCHEDULE 80 CONDUITS WITH NEW 864 COUNT FIBRE OPTIC CABLE.
- (26) to (28) DIRECTIONAL BORE 1,020' AND INSTALL 2 NEW 4" PVC SCHEDULE 80 CONDUITS WITH NEW 864 COUNT FIBRE OPTIC CABLE.
- (28) to (29) DIRECTIONAL BORE 620' AND INSTALL 2 NEW 4" PVC SCHEDULE 80 CONDUITS WITH NEW 864 COUNT FIBRE OPTIC CABLE.
- (28) to (30) DIRECTIONAL BORE 740' AND INSTALL 2 NEW 4" PVC SCHEDULE 80 CONDUITS WITH NEW 864 COUNT FIBRE OPTIC CABLE.

## BILL OF MATERIALS

| | | THIS PAGE | TOTAL ROUTE |
|---|---|---|---|
| 1. | NEW DIRECTIONAL BORE | 2,565' | 42,830' |
| 2. | NEW 4" PVC SCHEDULE 80 CONDUIT | 5,130' | 86,120' |
| 3. | NEW 864 COUNT FIBER OPTIC CABLE | 2,965' | 47,960' |
| 4. | NEW 36"x60"x36" PULL BOX | 8 | 98 |

LICENSED PROFESSIONAL ENGINEER
ARTURO MARTINEZ BANANAL
C 36117
CIVIL
STATE OF CALIFORNIA

GRAPHIC SCALE
0 20 40 80
1 INCH = 40 FEET

CARSON california FUTURE UNLIMITED

CITY OF CARSON
INFORMATION TECHNOLOGY & SECURITY DEPARTMENT
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FAX: 310-549-7562

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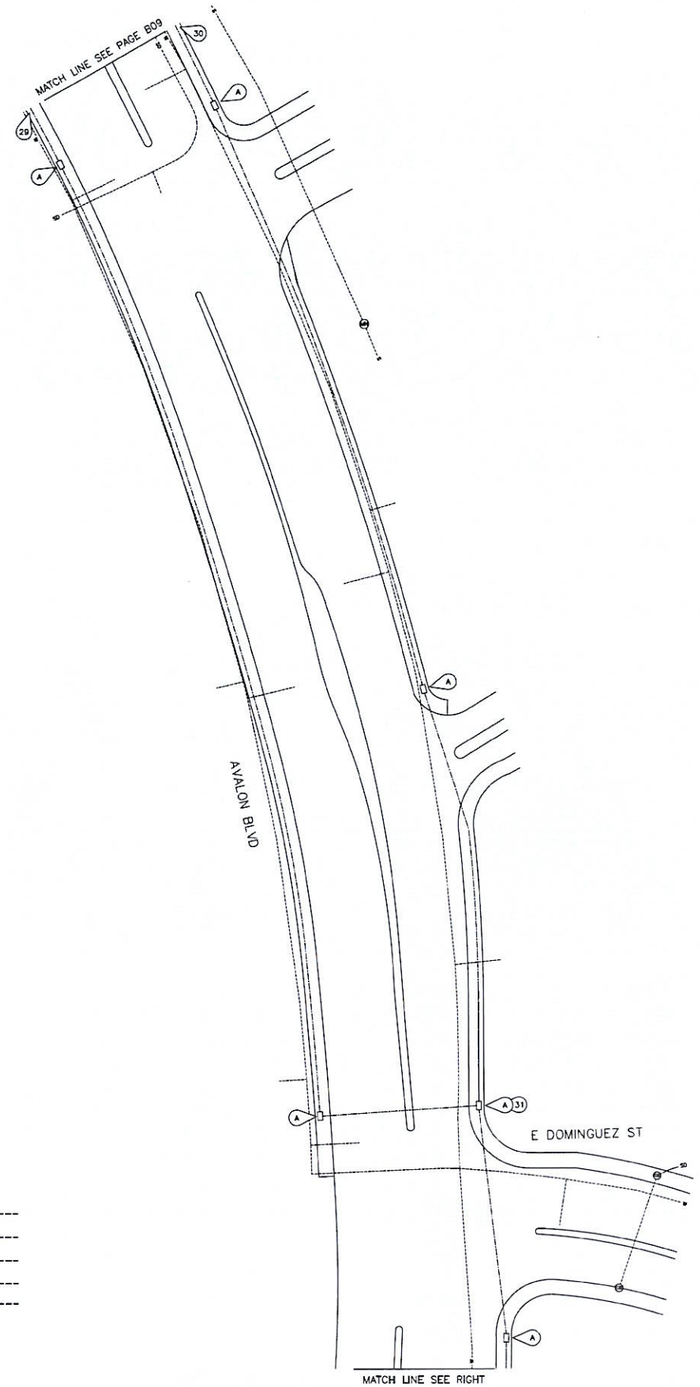
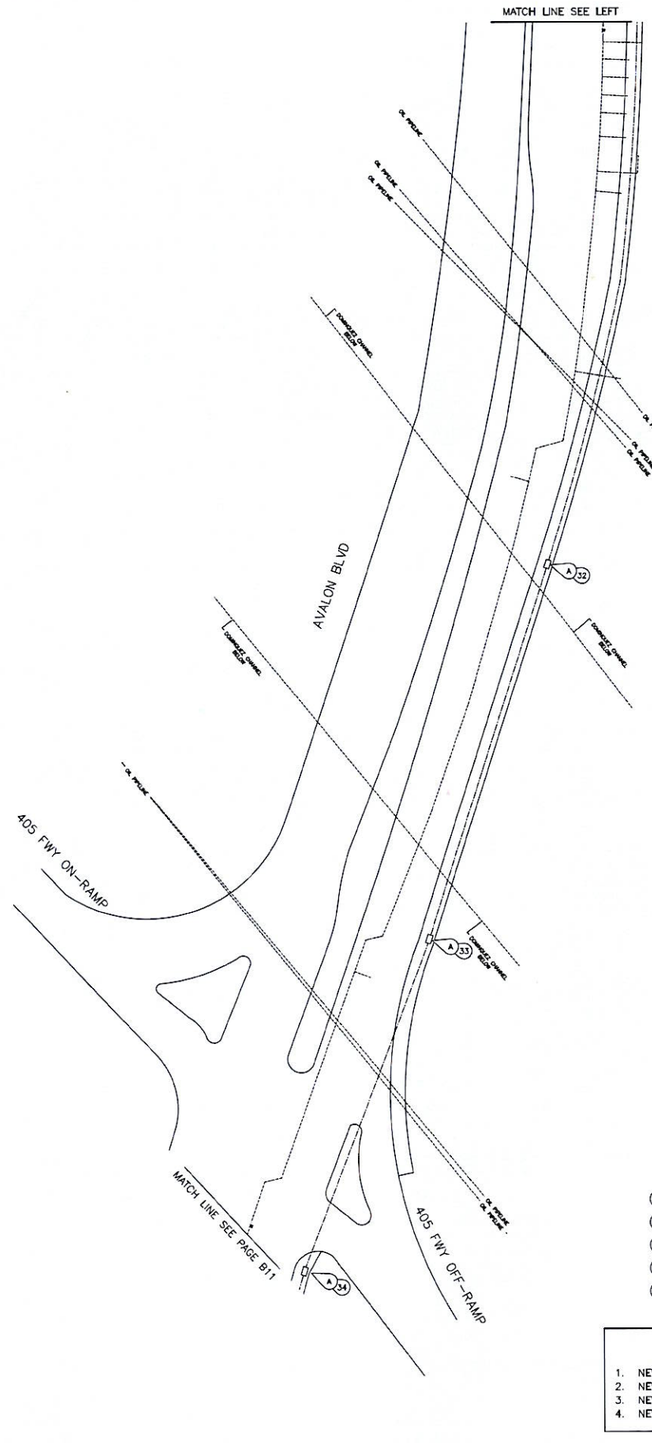
PLANS PREPARED BY:
NORBERT DE LENDORFF
2461 LITTLE ROCK LN
SIMI VALLEY, CA, 93065
TEL: 323-376-0274

CITY OF CARSON – PARKS PROJECT

AVALON BLVD – BACKBONE

B09
SHEET




## LEGEND

| | |
|---|---|
| FIBER OPTIC | FO |
| OIL PIPELINE | OIL PIPELINE |
| SEWER | S |
| STORM DRAIN | SD |
| WATER | W |
| CATCH BASIN | CB |
| MANHOLE | CB |

## CONSTRUCTION NOTES

| | |
|---|---|
| A | INSTALL NEW 36"x60"x36" PULL BOX. COIL 50' OF FIBER. |
| 29 - 31 | DIRECTIONAL BORE 710' AND INSTALL 2 NEW 4" PVC SCHEDULE 80 CONDUITS WITH NEW 864 COUNT FIBRE OPTIC CABLE. |
| 30 - 31 | DIRECTIONAL BORE 670' AND INSTALL 2 NEW 4" PVC SCHEDULE 80 CONDUITS WITH NEW 864 COUNT FIBRE OPTIC CABLE. |
| 31 - 32 | DIRECTIONAL BORE 480' AND INSTALL 2 NEW 4" PVC SCHEDULE 80 CONDUITS WITH NEW 864 COUNT FIBRE OPTIC CABLE. |
| 32 - 33 | INSTALL 230' OF 2 NEW 4" PVC SCHEDULE 80 CONDUITS WITH NEW 864 COUNT FIBRE OPTIC CABLE. STRAP TO SIDE OF BRIDGE. |
| 33 - 34 | DIRECTIONAL BORE 210' AND INSTALL 2 NEW 4" PVC SCHEDULE 80 CONDUITS WITH NEW 864 COUNT FIBRE OPTIC CABLE. |

## BILL OF MATERIALS

| | | THIS PAGE | TOTAL ROUTE |
|---|---|---|---|
| 1. | NEW DIRECTIONAL BORE | 2,070' | 42,830' |
| 2. | NEW 4" PVC SCHEDULE 80 CONDUIT | 4,600' | 86,120' |
| 3. | NEW 864 COUNT FIBER OPTIC CABLE | 2,750' | 47,960' |
| 4. | NEW 36"x60"x36" PULL BOX | 9 | 98 |

LICENSED PROFESSIONAL ENGINEER
ARTURO MARTINEZ BANANA
C 38117
CIVIL
STATE OF CALIFORNIA

GRAPHIC SCALE
0 20 40 80
1 INCH = 40 FEET

CARSON california FUTURE UNLIMITED

CITY OF CARSON
INFORMATION TECHNOLOGY & SECURITY DEPARTMENT
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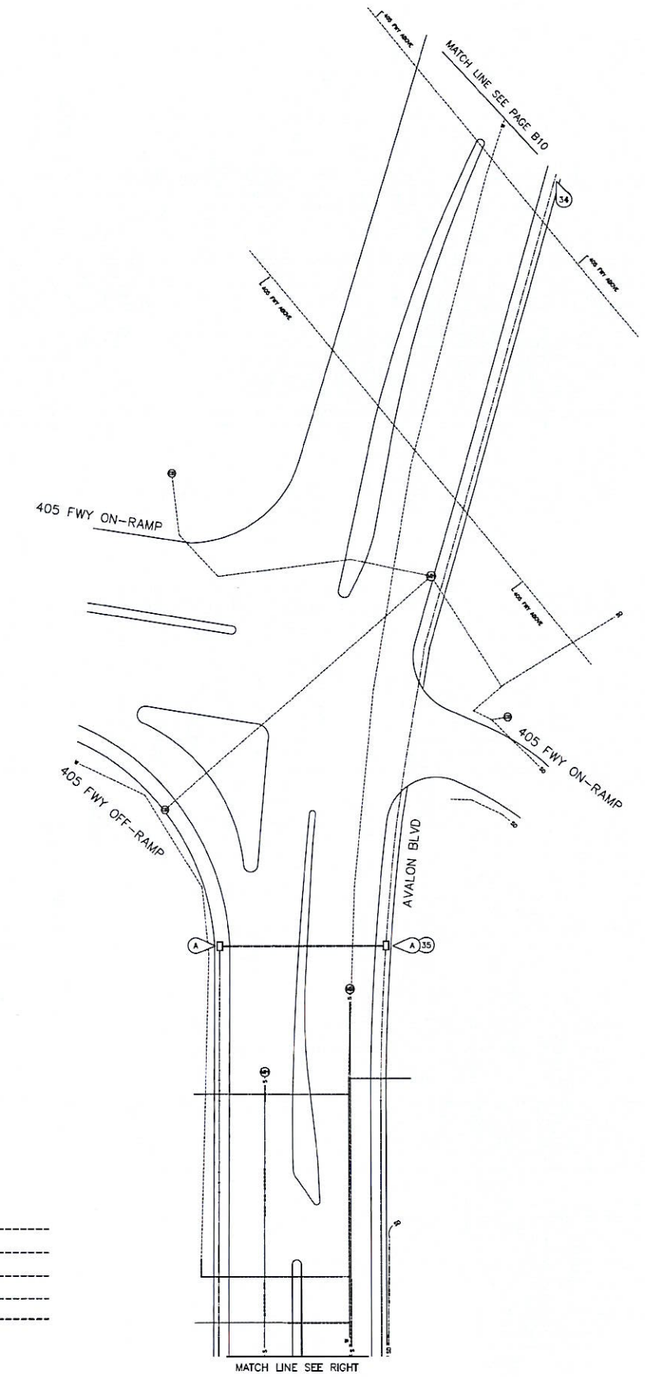
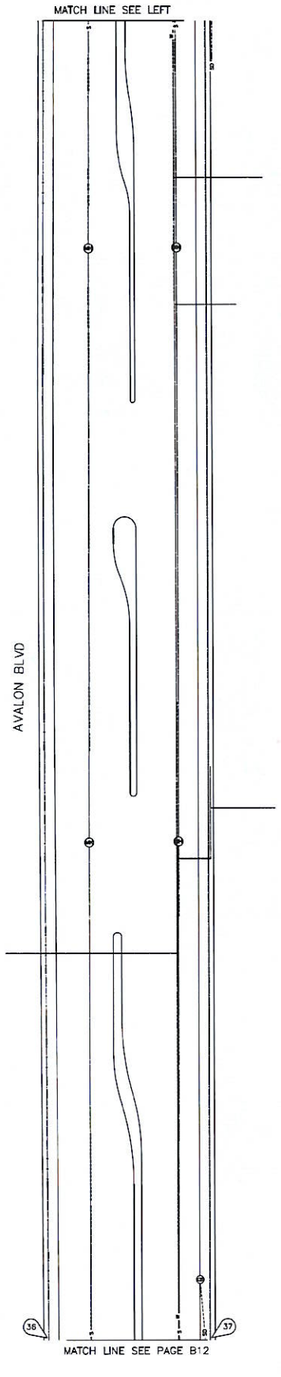
PLANS PREPARED BY:
NORBERT DE LENDORFF
2461 LITTLE ROCK LN
SIMI VALLEY, CA, 93065
TEL: 323-376-0274

CITY OF CARSON – PARKS PROJECT

AVALON BLVD – BACKBONE

B10
SHEET




## LEGEND

| | |
|---|---|
| FIBER OPTIC | ---------- FO ---------- |
| OIL PIPELINE | --------- OIL PIPELINE --------- |
| SEWER | ---------- S ---------- |
| STORM DRAIN | ---------- SD ---------- |
| WATER | ---------- W ---------- |
| CATCH BASIN | CB |
| MANHOLE | MH |

## CONSTRUCTION NOTES

- (A) INSTALL NEW 36"x60"x36" PULL BOX. COIL 50' OF FIBER.
- (34) (35) DIRECTIONAL BORE 480' AND INSTALL 2 NEW 4" PVC SCHEDULE 80 CONDUITS WITH NEW 864 COUNT FIBRE OPTIC CABLE.
- (35) (36) DIRECTIONAL BORE 1,120' AND INSTALL 2 NEW 4" PVC SCHEDULE 80 CONDUITS WITH NEW 864 COUNT FIBRE OPTIC CABLE.
- (35) (37) DIRECTIONAL BORE 1,030' AND INSTALL 2 NEW 4" PVC SCHEDULE 80 CONDUITS WITH NEW 864 COUNT FIBRE OPTIC CABLE.

## BILL OF MATERIALS

| | | THIS PAGE | TOTAL ROUTE |
|---|---|---|---|
| 1. | NEW DIRECTIONAL BORE | 2,630' | 42,830' |
| 2. | NEW 4" PVC SCHEDULE 80 CONDUIT | 5,260' | 86,120' |
| 3. | NEW 864 COUNT FIBER OPTIC CABLE | 2,730' | 47,960' |
| 4. | NEW 36"x60"x36" PULL BOX | 2 | 98 |

LICENSED PROFESSIONAL ENGINEER
ARTURO MARTINEZ BALANZAT
C 36417
CIVIL
STATE OF CALIFORNIA

GRAPHIC SCALE
0 20 40 80
1 INCH = 40 FEET

CARSON california FUTURE UNLIMITED

CITY OF CARSON
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701 E. CARSON ST, B-30, CARSON, CA, 90745
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PLANS PREPARED BY:
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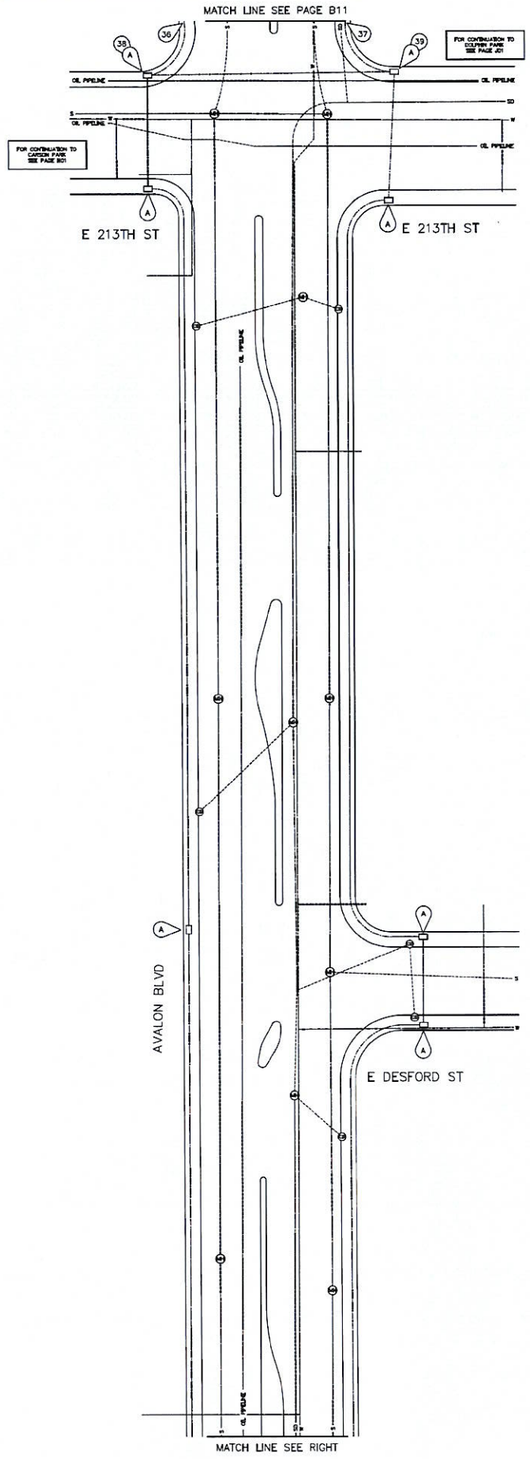
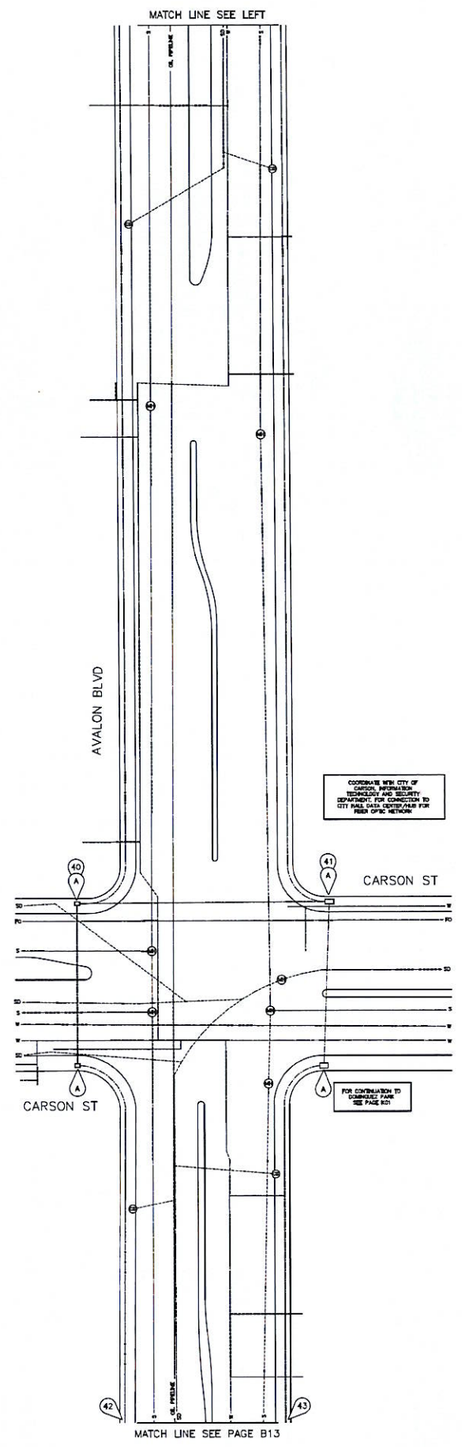
TEL: 323-376-0274

CITY OF CARSON – PARKS PROJECT

AVALON BLVD – BACKBONE

B11
SHEET




## LEGEND

| | |
|---|---|
| FIBER OPTIC | ---------- FO ---------- |
| OIL PIPELINE | ---------- OIL PIPELINE ---------- |
| SEWER | ---------- S ---------- |
| STORM DRAIN | ---------- SD ---------- |
| WATER | ---------- W ---------- |
| CATCH BASIN | (CB) |
| MANHOLE | (MH) |

LICENSED PROFESSIONAL ENGINEER
ALFREDO MARTINEZ BANAGAS
No. C 36117
CIVIL
STATE OF CALIFORNIA

9/27/2024

## CONSTRUCTION NOTES

| | |
|---|---|
| A | INSTALL NEW 36"x60"x36" PULL BOX. COIL 50' OF FIBER. |
| 36 – 38 | DIRECTIONAL BORE 40' AND INSTALL 2 NEW 4" PVC SCHEDULE 80 CONDUITS WITH NEW 864 COUNT FIBRE OPTIC CABLE. |
| 38 – 39 | DIRECTIONAL BORE 140' AND INSTALL 2 NEW 4" PVC SCHEDULE 80 CONDUITS WITH NEW 864 COUNT FIBRE OPTIC CABLE. |
| 38 – 40 | DIRECTIONAL BORE 1,350' AND INSTALL 2 NEW 4" PVC SCHEDULE 80 CONDUITS WITH NEW 864 COUNT FIBRE OPTIC CABLE. |
| 40 – 41 | DIRECTIONAL BORE 145' AND INSTALL 2 NEW 4" PVC SCHEDULE 80 CONDUITS WITH NEW 864 COUNT FIBRE OPTIC CABLE. |
| 40 – 42 | DIRECTIONAL BORE 330' AND INSTALL 2 NEW 4" PVC SCHEDULE 80 CONDUITS WITH NEW 864 COUNT FIBRE OPTIC CABLE. |
| 37 – 39 | DIRECTIONAL BORE 45' AND INSTALL 2 NEW 4" PVC SCHEDULE 80 CONDUITS WITH NEW 864 COUNT FIBRE OPTIC CABLE. |
| 39 – 41 | DIRECTIONAL BORE 1,410' AND INSTALL 2 NEW 4" PVC SCHEDULE 80 CONDUITS WITH NEW 864 COUNT FIBRE OPTIC CABLE. |
| 41 – 43 | DIRECTIONAL BORE 320' AND INSTALL 2 NEW 4" PVC SCHEDULE 80 CONDUITS WITH NEW 864 COUNT FIBRE OPTIC CABLE. |

## BILL OF MATERIALS

| | | THIS PAGE | TOTAL ROUTE |
|---|---|---|---|
| 1. | NEW DIRECTIONAL BORE | 3,780' | 42,830' |
| 2. | NEW 4" PVC SCHEDULE 80 CONDUIT | 7,560' | 86,120' |
| 3. | NEW 864 COUNT FIBER OPTIC CABLE | 4,330' | 47,960' |
| 4. | NEW 36"x60"x36" PULL BOX | 11 | 98 |

GRAPHIC SCALE
0 20 40 80
1 INCH = 40 FEET

CARSON california FUTURE UNLIMITED

CITY OF CARSON
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701 E. CARSON ST, B-30, CARSON, CA, 90745
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|---|---|---|---|
| 0 | 09-01-24 | ISSUED FOR REVIEW | NL |

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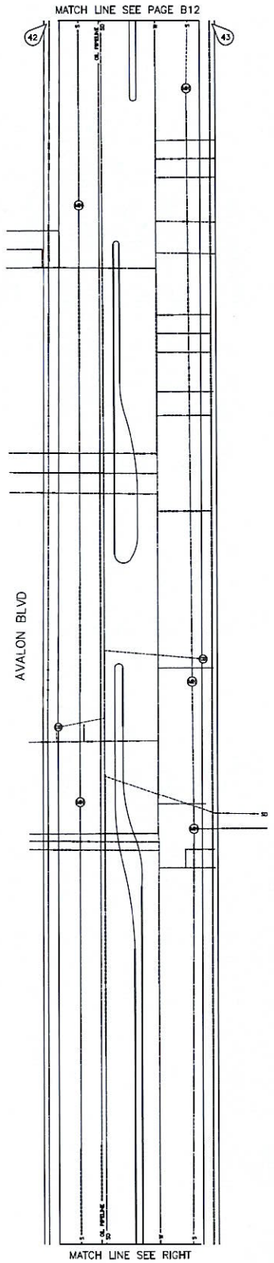
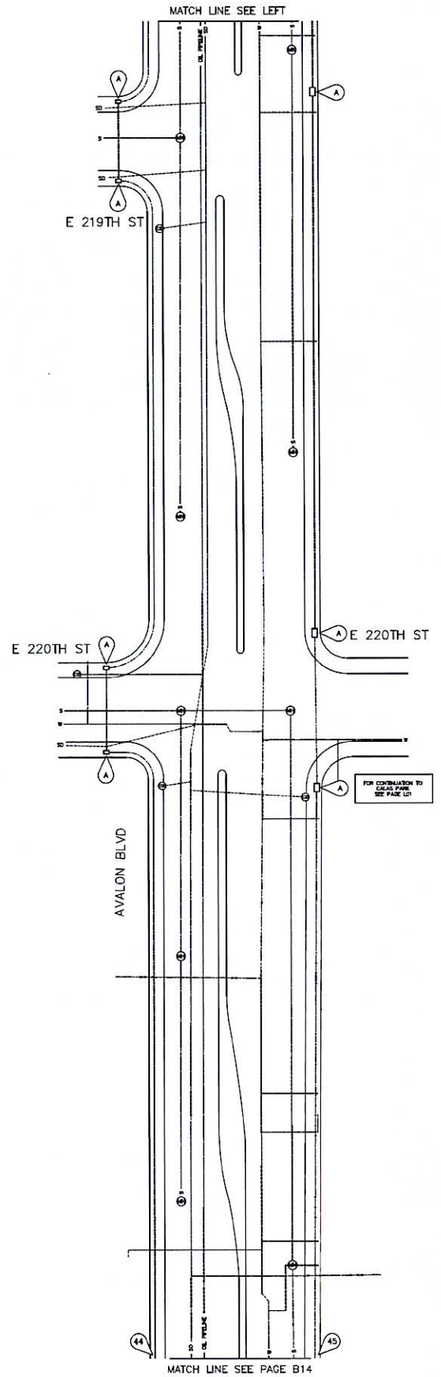
NORBERT DE LENDORFF
2461 LITTLE ROCK LN
SIMI VALLEY, CA, 93065
TEL: 323-376-0274

CITY OF CARSON – PARKS PROJECT

AVALON BLVD – BACKBONE

B12
SHEET




## LEGEND

| | |
|---|---|
| FIBER OPTIC | FO |
| OIL PIPELINE | OIL PIPELINE |
| SEWER | S |
| STORM DRAIN | SD |
| WATER | W |
| CATCH BASIN | CB |
| MANHOLE | MH |

## CONSTRUCTION NOTES

- (A) INSTALL NEW 36"x60"x36" PULL BOX. COIL 50' OF FIBER.
- (42) (44) DIRECTIONAL BORE 1,570' AND INSTALL 2 NEW 4" PVC SCHEDULE 80 CONDUITS WITH NEW 864 COUNT FIBRE OPTIC CABLE.
- (43) (45) DIRECTIONAL BORE 1,560' AND INSTALL 2 NEW 4" PVC SCHEDULE 80 CONDUITS WITH NEW 864 COUNT FIBRE OPTIC CABLE.

| BILL OF MATERIALS | THIS PAGE | TOTAL ROUTE |
|---|---|---|
| 1. NEW DIRECTIONAL BORE | 3,130' | 42,830' |
| 2. NEW 4" PVC SCHEDULE 80 CONDUIT | 6,260' | 86,120' |
| 3. NEW 864 COUNT FIBER OPTIC CABLE | 3,480' | 47,960' |
| 4. NEW 36"x60"x36" PULL BOX | 7 | 98 |

LICENSED PROFESSIONAL ENGINEER
ARTURO MARTINEZ BANANAL
C 36117
CIVIL
STATE OF CALIFORNIA
6/12/24

GRAPHIC SCALE
0 20 40 80
1 INCH = 40 FEET

CARSON california FUTURE UNLIMITED

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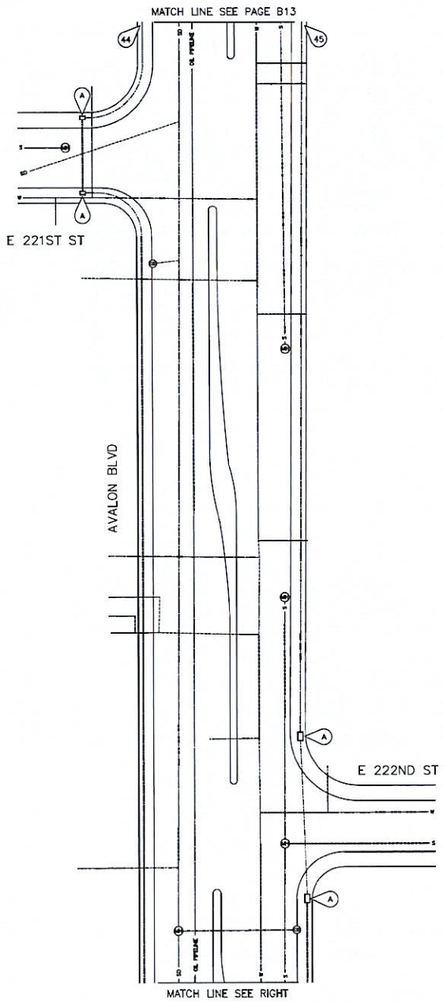
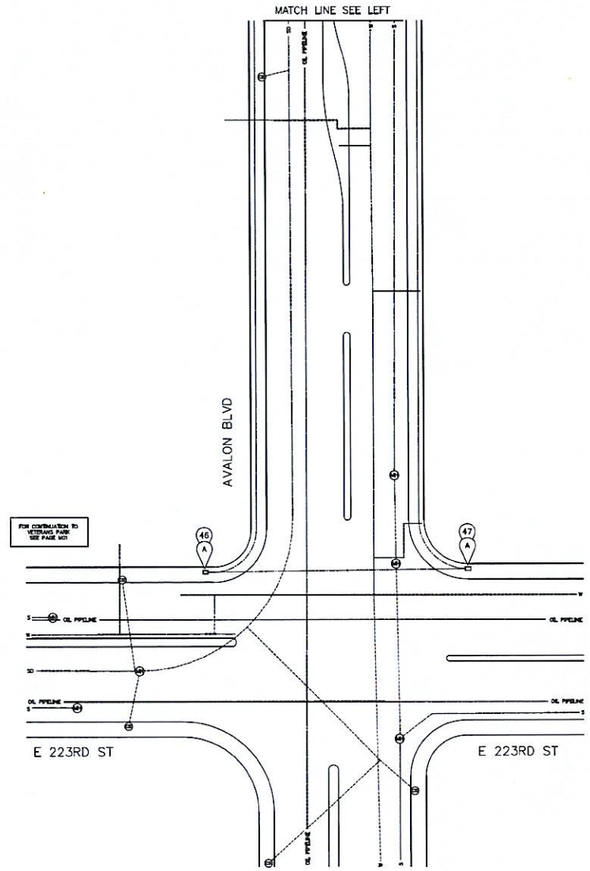
CITY OF CARSON – PARKS PROJECT

AVALON BLVD – BACKBONE

B13
SHEET




## LEGEND

| | |
|---|---|
| FIBER OPTIC | FO |
| OIL PIPELINE | OIL PIPELINE |
| SEWER | S |
| STORM DRAIN | SD |
| WATER | W |
| CATCH BASIN | CB |
| MANHOLE | MH |

LICENSED PROFESSIONAL ENGINEER
ARTURO MARTINEZ DANIEL
C 36117
CIVIL
STATE OF CALIFORNIA

## CONSTRUCTION NOTES

- (A) INSTALL NEW 36"x60"x36" PULL BOX. COIL 50' OF FIBER.
- (44) (46) DIRECTIONAL BORE 1,000' AND INSTALL 2 NEW 4" PVC SCHEDULE 80 CONDUITS WITH NEW 864 COUNT FIBRE OPTIC CABLE.
- (46) (47) DIRECTIONAL BORE 155' AND INSTALL 2 NEW 4" PVC SCHEDULE 80 CONDUITS WITH NEW 864 COUNT FIBRE OPTIC CABLE.
- (45) (47) DIRECTIONAL BORE 910' AND INSTALL 2 NEW 4" PVC SCHEDULE 80 CONDUITS WITH NEW 864 COUNT FIBRE OPTIC CABLE.

## BILL OF MATERIALS

| | | THIS PAGE | TOTAL ROUTE |
|---|---|---|---|
| 1. | NEW DIRECTIONAL BORE | 2,065' | 42,830' |
| 2. | NEW 4" PVC SCHEDULE 80 CONDUIT | 4,130' | 86,120' |
| 3. | NEW 864 COUNT FIBER OPTIC CABLE | 2,365' | 47,960' |
| 4. | NEW 36"x60"x36" PULL BOX | 6 | 98 |

GRAPHIC SCALE
0 20 40 80
1 INCH = 40 FEET

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CITY OF CARSON
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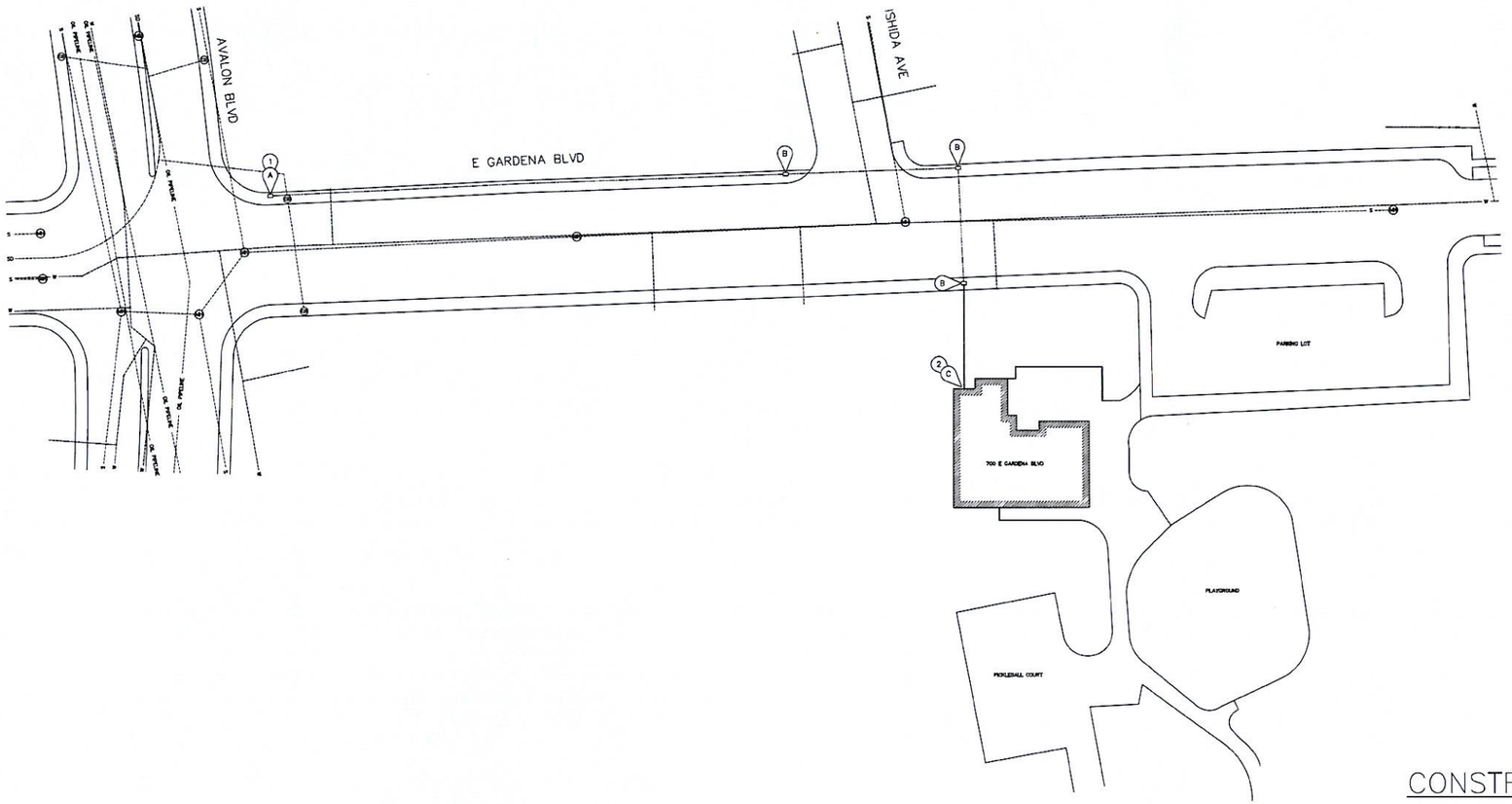
CITY OF CARSON – PARKS PROJECT

AVALON BLVD – BACKBONE

B14
SHEET




## LEGEND

| | |
|---|---|
| FIBER OPTIC | ---------- FO ---------- |
| OIL PIPELINE | --------- OIL PIPELINE --------- |
| SEWER | ---------- S ---------- |
| STORM DRAIN | ---------- SD ---------- |
| WATER | ---------- W ---------- |
| CATCH BASIN | CB |
| MANHOLE | MH |

## CONSTRUCTION NOTES

- (A) PROPOSED NEW 36"x60"x36" PULL BOX ON PAGE B01. COIL 50' OF FIBER.
- (B) INSTALL NEW 24"x36"x24" PULL BOX. COIL 50' OF FIBER.
- (C) SCAN AND CORE EXTERIOR WALL INTO BUILDING'S MPOE/TELEPHONE ROOM. COORDINATE FIBER TERMINATION AND EQUIPMENT WITH CITY OF CARSON I.T. & SECURITY DEPARTMENT.
- (1) (2) DIRECTIONAL BORE 550' AND INSTALL NEW 4" PVC SCHEDULE 80 CONDUIT WITH NEW 432 COUNT FIBRE OPTIC CABLE.

## BILL OF MATERIALS

| | | TOTAL ROUTE |
|---|---|---|
| 1. | NEW DIRECTIONAL BORE | 550' |
| 2. | NEW 4" PVC SCHEDULE 80 CONDUIT | 550' |
| 3. | NEW 432 COUNT FIBER OPTIC CABLE | 750' |
| 4. | NEW 24"x36"x24" PULL BOX | 3 |
| 5. | NEW SCAN AND CORE EXTERIOR WALL | 1 |

LICENSED PROFESSIONAL ENGINEER
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CIVIL
STATE OF CALIFORNIA

GRAPHIC SCALE
0 20 40 80
1 INCH = 40 FEET

CARSON california FUTURE UNLIMITED

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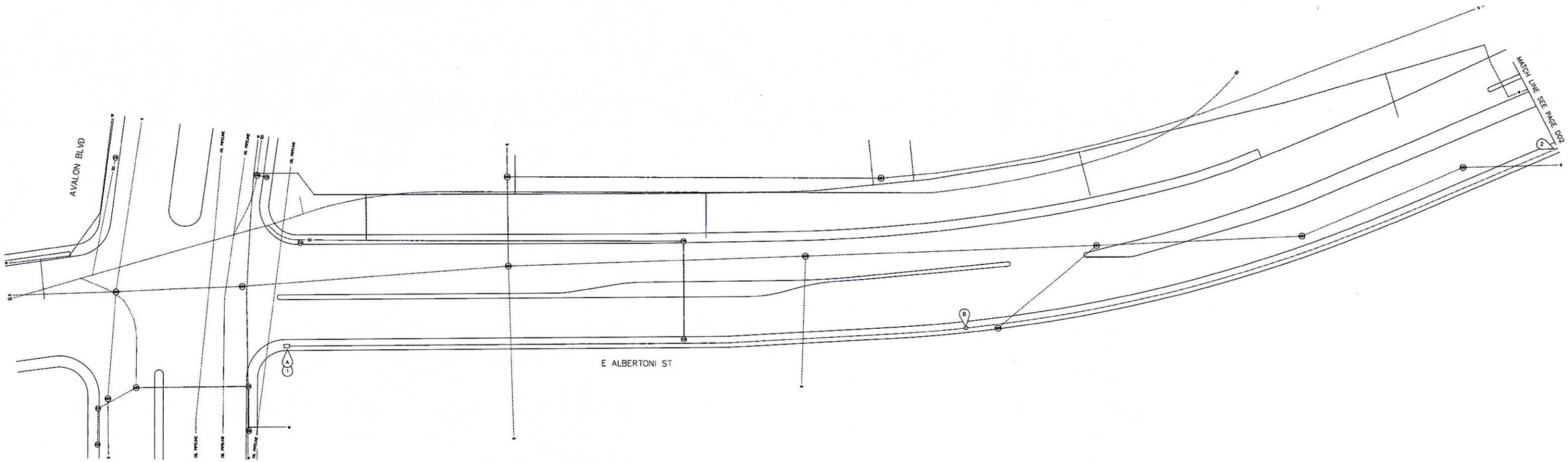
CITY OF CARSON – PARKS PROJECT

HEMINGWAY PARK

C01
SHEET




## LEGEND

| | |
|---|---|
| FIBER OPTIC | ---------- FO ---------- |
| OIL PIPELINE | --------- OIL PIPELINE --------- |
| SEWER | ---------- S ---------- |
| STORM DRAIN | ---------- SD ---------- |
| WATER | ---------- W ---------- |
| CATCH BASIN | CB |
| MANHOLE | MH |

## CONSTRUCTION NOTES

- (A) PROPOSED NEW 36"x60"x36" PULL BOX ON PAGE B03. COIL 50' OF FIBER.
- (B) INSTALL NEW 24"x36"x24" PULL BOX. COIL 50' OF FIBER.
- (C) SCAN AND CORE EXTERIOR WALL INTO BUILDING'S MPOE/TELEPHONE ROOM. COORDINATE FIBER TERMINATION AND EQUIPMENT WITH CITY OF CARSON I.T. & SECURITY DEPARTMENT.
- (1) (2) DIRECTIONAL BORE 1,200' AND INSTALL NEW 4" PVC SCHEDULE 80 CONDUIT WITH NEW 432 COUNT FIBRE OPTIC CABLE.
- (2) (3) DIRECTIONAL BORE 1,300' AND INSTALL NEW 4" PVC SCHEDULE 80 CONDUIT WITH NEW 432 COUNT FIBRE OPTIC CABLE.

LICENSED PROFESSIONAL ENGINEER
ARTURO MARTINEZ BALANZA
C 36117
CIVIL
STATE OF CALIFORNIA

## BILL OF MATERIALS

| | | THIS PAGE | TOTAL ROUTE |
|---|---|---|---|
| 1. | NEW DIRECTIONAL BORE | 1,200' | 2,500' |
| 2. | NEW 4" PVC SCHEDULE 80 CONDUIT | 1,200' | 2,500' |
| 3. | NEW 432 COUNT FIBER OPTIC CABLE | 1,300' | 2,800' |
| 4. | NEW 24"x36"x24" PULL BOX | 1 | 5 |
| 5. | NEW SCAN AND CORE EXTERIOR WALL | 0 | 1 |

GRAPHIC SCALE
0 20 40 80
1 INCH = 40 FEET

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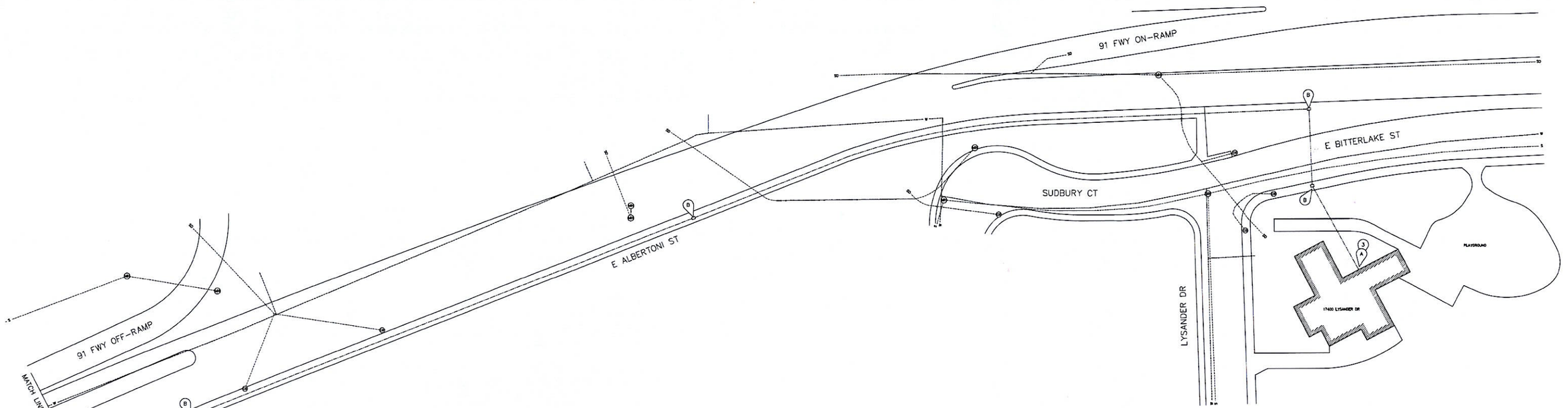
CITY OF CARSON – PARKS PROJECT

STEVENSON PARK

D01
SHEET




## LEGEND

| | |
|---|---|
| FIBER OPTIC | ---------- FO ---------- |
| OIL PIPELINE | --------- OIL PIPELINE --------- |
| SEWER | ---------- S ---------- |
| STORM DRAIN | ---------- SD ---------- |
| WATER | ---------- W ---------- |
| CATCH BASIN | CB |
| MANHOLE | MH |

## CONSTRUCTION NOTES

- (A) PROPOSED NEW 36"x60"x36" PULL BOX ON PAGE B03. COIL 50' OF FIBER.
- (B) INSTALL NEW 24"x36"x24" PULL BOX. COIL 50' OF FIBER.
- (C) SCAN AND CORE EXTERIOR WALL INTO BUILDING'S MPOE/TELEPHONE ROOM. COORDINATE FIBER TERMINATION AND EQUIPMENT WITH CITY OF CARSON I.T. & SECURITY DEPARTMENT.
- (1) (2) DIRECTIONAL BORE 1,200' AND INSTALL NEW 4" PVC SCHEDULE 80 CONDUIT WITH NEW 432 COUNT FIBRE OPTIC CABLE.
- (2) (3) DIRECTIONAL BORE 1,300' AND INSTALL NEW 4" PVC SCHEDULE 80 CONDUIT WITH NEW 432 COUNT FIBRE OPTIC CABLE.

LICENSED PROFESSIONAL ENGINEER
ARTURO MARTINEZ BANALES
C 56117
CIVIL
STATE OF CALIFORNIA

## BILL OF MATERIALS

| | | THIS PAGE | TOTAL ROUTE |
|---|---|---|---|
| 1. | NEW DIRECTIONAL BORE | 1,300' | 2,500' |
| 2. | NEW 4" PVC SCHEDULE 80 CONDUIT | 1,300' | 2,500' |
| 3. | NEW 432 COUNT FIBER OPTIC CABLE | 1,500' | 2,800' |
| 4. | NEW 24"x36"x24" PULL BOX | 4 | 5 |
| 5. | NEW SCAN AND CORE EXTERIOR WALL | 1 | 1 |

GRAPHIC SCALE
0 20 40 80
1 INCH = 40 FEET

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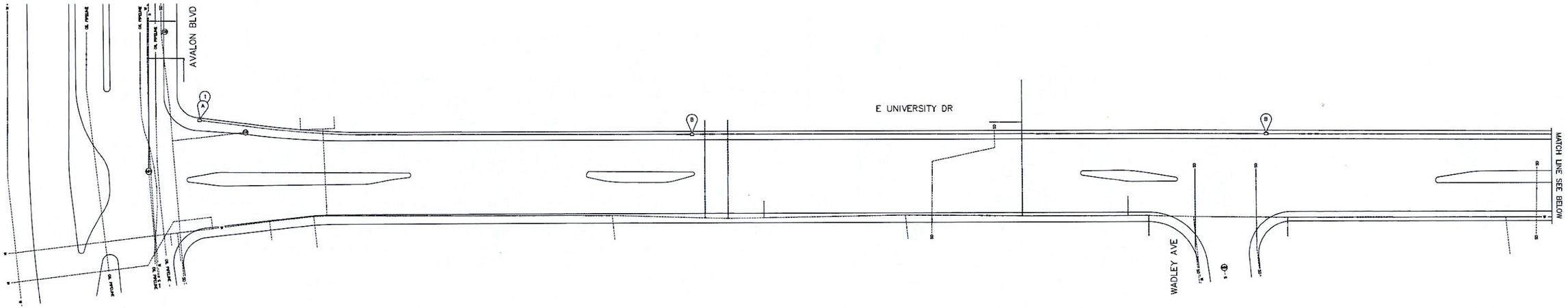
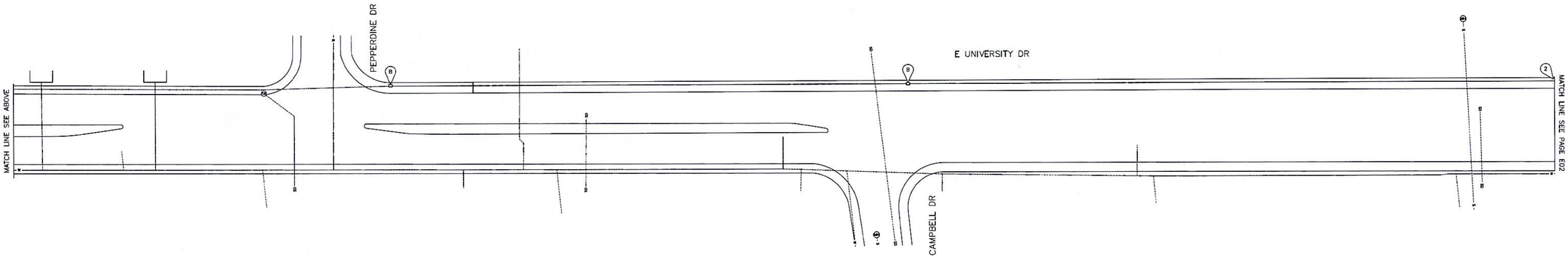
CITY OF CARSON – PARKS PROJECT

STEVENSON PARK

D02
SHEET




## LEGEND

| | |
|---|---|
| FIBER OPTIC | ---------- FO ---------- |
| OIL PIPELINE | --------- OIL PIPELINE --------- |
| SEWER | ---------- S ---------- |
| STORM DRAIN | ---------- SD ---------- |
| WATER | ---------- W ---------- |
| CATCH BASIN | CB |
| MANHOLE | CB |

## CONSTRUCTION NOTES

- (A) PROPOSED NEW 36"x60"x36" PULL BOX ON PAGE B06. COIL 50' OF FIBER.
- (B) INSTALL NEW 24"x36"x24" PULL BOX. COIL 50' OF FIBER.
- (C) SCAN AND CORE EXTERIOR WALL INTO BUILDING'S MPOE/TELEPHONE ROOM. COORDINATE FIBER TERMINATION AND EQUIPMENT WITH CITY OF CARSON I.T. & SECURITY DEPARTMENT.
- (1) (2) DIRECTIONAL BORE 1,500' AND INSTALL NEW 4" PVC SCHEDULE 80 CONDUIT WITH NEW 432 COUNT FIBRE OPTIC CABLE.

LICENSED PROFESSIONAL ENGINEER
ARTURO MARTINEZ BAHENA
C 36117
CIVIL
STATE OF CALIFORNIA

## BILL OF MATERIALS

| | | THIS PAGE | TOTAL ROUTE |
|---|---|---|---|
| 1. | NEW DIRECTIONAL BORE | 1,500' | 8,360' |
| 2. | NEW 4" PVC SCHEDULE 80 CONDUIT | 1,500' | 8,360' |
| 3. | NEW 432 COUNT FIBER OPTIC CABLE | 1,750' | 9,210' |
| 4. | NEW 24"x36"x24" PULL BOX | 4 | 16 |
| 5. | NEW SCAN AND CORE EXTERIOR WALL | 0 | 1 |

GRAPHIC SCALE
0 20 40 80
1 INCH = 40 FEET

CARSON california FUTURE UNLIMITED

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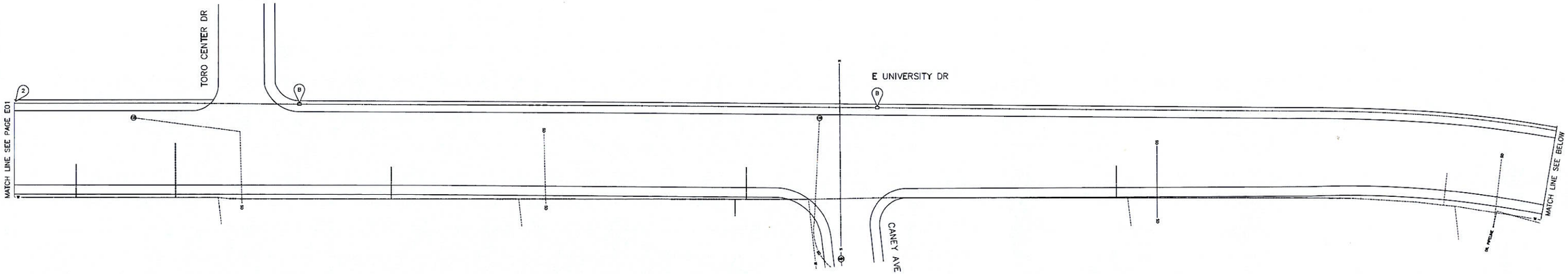
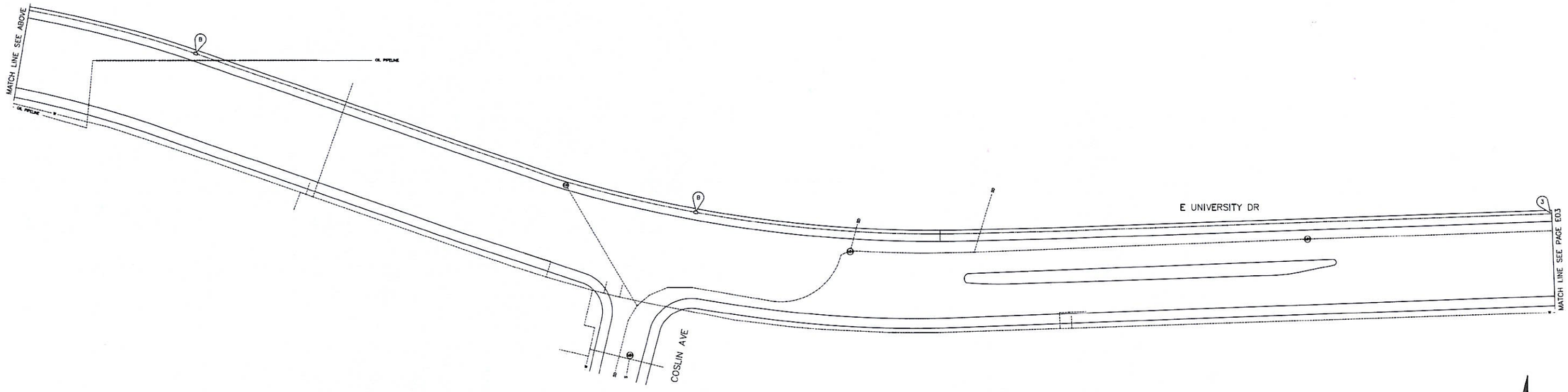
CITY OF CARSON – PARKS PROJECT

JAMES ANDERSON PARK

E01
SHEET




## LEGEND

| | |
|---|---|
| FIBER OPTIC | ---------- FO ---------- |
| OIL PIPELINE | --------- OIL PIPELINE --------- |
| SEWER | ---------- S ---------- |
| STORM DRAIN | ---------- SD ---------- |
| WATER | ---------- W ---------- |
| CATCH BASIN | CB |
| MANHOLE | MH |

LICENSED PROFESSIONAL ENGINEER
ARTURO MARTINEZ BANANAL
RE C 36117
CIVIL
STATE OF CALIFORNIA

## CONSTRUCTION NOTES

- (A) PROPOSED NEW 36"x60"x36" PULL BOX ON PAGE B06. COIL 50' OF FIBER.
- (B) INSTALL NEW 24"x36"x24" PULL BOX. COIL 50' OF FIBER.
- (C) SCAN AND CORE EXTERIOR WALL INTO BUILDING'S MPOE/TELEPHONE ROOM. COORDINATE FIBER TERMINATION AND EQUIPMENT WITH CITY OF CARSON I.T. & SECURITY DEPARTMENT.
- (2) (3) DIRECTIONAL BORE 2,630' AND INSTALL NEW 4" PVC SCHEDULE 80 CONDUIT WITH NEW 432 COUNT FIBRE OPTIC CABLE.

## BILL OF MATERIALS

| | | THIS PAGE | TOTAL ROUTE |
|---|---|---|---|
| 1. | NEW DIRECTIONAL BORE | 2,630' | 8,360' |
| 2. | NEW 4" PVC SCHEDULE 80 CONDUIT | 2,630' | 8,360' |
| 3. | NEW 432 COUNT FIBER OPTIC CABLE | 2,830' | 9,210' |
| 4. | NEW 24"x36"x24" PULL BOX | 4 | 16 |
| 5. | NEW SCAN AND CORE EXTERIOR WALL | 0 | 1 |

GRAPHIC SCALE
0 20 40 80
1 INCH = 40 FEET

CARSON california FUTURE UNLIMITED

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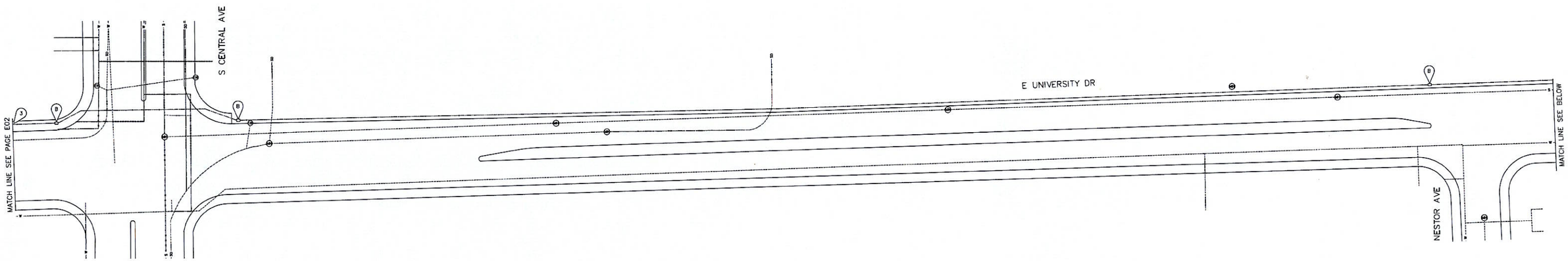
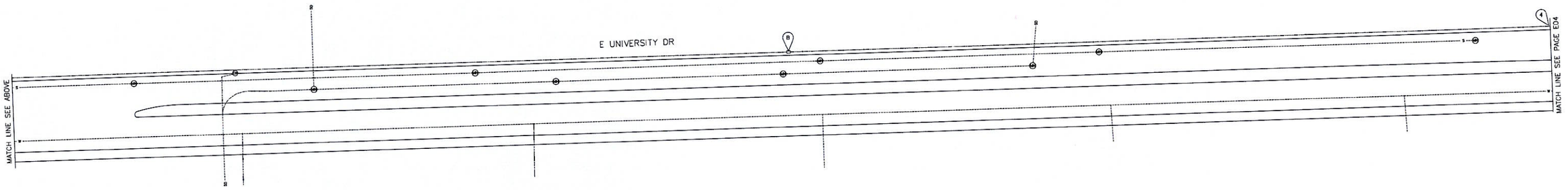
CITY OF CARSON – PARKS PROJECT

JAMES ANDERSON PARK

E02
SHEET




## LEGEND

| | |
|---|---|
| FIBER OPTIC | ---------- FO ---------- |
| OIL PIPELINE | ---------- OIL PIPELINE ---------- |
| SEWER | ---------- S ---------- |
| STORM DRAIN | ---------- SD ---------- |
| WATER | ---------- W ---------- |
| CATCH BASIN | (28) |
| MANHOLE | (28) |

## CONSTRUCTION NOTES

(A) PROPOSED NEW 36"x60"x36" PULL BOX ON PAGE B06. COIL 50' OF FIBER.

(B) INSTALL NEW 24"x36"x24" PULL BOX. COIL 50' OF FIBER.

(C) SCAN AND CORE EXTERIOR WALL INTO BUILDING'S MPOE/TELEPHONE ROOM. COORDINATE FIBER TERMINATION AND EQUIPMENT WITH CITY OF CARSON I.T. & SECURITY DEPARTMENT.

(4) DIRECTIONAL BORE 2,720' AND INSTALL NEW 4" PVC SCHEDULE 80 CONDUIT WITH NEW 432 COUNT FIBRE OPTIC CABLE.

LICENSED PROFESSIONAL ENGINEER
ARTURO MARTINEZ BAYANT
C 36117
CIVIL
STATE OF CALIFORNIA

## BILL OF MATERIALS

| | | THIS PAGE | TOTAL ROUTE |
|---|---|---|---|
| 1. | NEW DIRECTIONAL BORE | 2,720' | 8,360' |
| 2. | NEW 4" PVC SCHEDULE 80 CONDUIT | 2,720' | 8,360' |
| 3. | NEW 432 COUNT FIBER OPTIC CABLE | 2,920' | 9,210' |
| 4. | NEW 24"x36"x24" PULL BOX | 4 | 16 |
| 5. | NEW SCAN AND CORE EXTERIOR WALL | 0 | 1 |

GRAPHIC SCALE
0 20 40 80
1 INCH = 40 FEET

CARSON california FUTURE UNLIMITED

CITY OF CARSON
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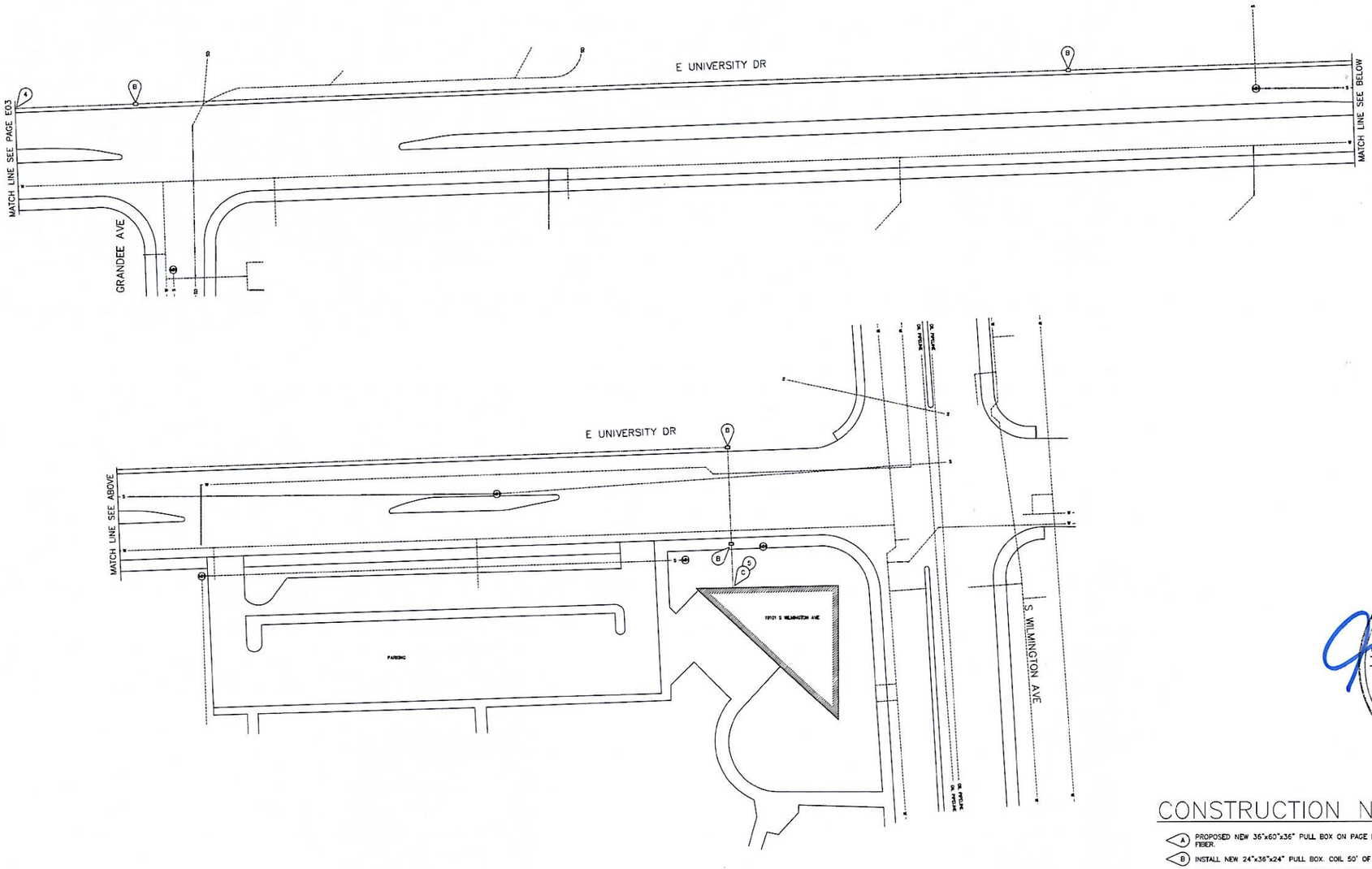
TEL: 323-376-0274

CITY OF CARSON – PARKS PROJECT

JAMES ANDERSON PARK

E03
SHEET




## LEGEND

| | |
|---|---|
| FIBER OPTIC | ---------- FO ---------- |
| OIL PIPELINE | ---------- OIL PIPELINE ---------- |
| SEWER | ---------- S ---------- |
| STORM DRAIN | ---------- SD ---------- |
| WATER | ---------- W ---------- |
| CATCH BASIN | CB |
| MANHOLE | CB |

## CONSTRUCTION NOTES

(A) PROPOSED NEW 36"x60"x36" PULL BOX ON PAGE B06. COIL 50' OF FIBER.

(B) INSTALL NEW 24"x36"x24" PULL BOX. COIL 50' OF FIBER.

(C) SCAN AND CORE EXTERIOR WALL INTO BUILDING'S MPOE/TELEPHONE ROOM. COORDINATE FIBER TERMINATION AND EQUIPMENT WITH CITY OF CARSON I.T. & SECURITY DEPARTMENT.

(4) (5) DIRECTIONAL BORE 1,510' AND INSTALL NEW 4" PVC SCHEDULE 80 CONDUIT WITH NEW 432 COUNT FIBRE OPTIC CABLE.

## BILL OF MATERIALS

| | | THIS PAGE | TOTAL ROUTE |
|---|---|---|---|
| 1. | NEW DIRECTIONAL BORE | 1,510' | 8,360' |
| 2. | NEW 4" PVC SCHEDULE 80 CONDUIT | 1,510' | 8,360' |
| 3. | NEW 432 COUNT FIBER OPTIC CABLE | 1,710' | 9,210' |
| 4. | NEW 24"x36"x24" PULL BOX | 4 | 16 |
| 5. | NEW SCAN AND CORE EXTERIOR WALL | 1 | 1 |

LICENSED PROFESSIONAL ENGINEER
ARTURO MARTINEZ BANANAL
C 50117
CIVIL
STATE OF CALIFORNIA

GRAPHIC SCALE
0 20 40 80
1 INCH = 40 FEET

CARSON california FUTURE UNLIMITED

CITY OF CARSON
INFORMATION TECHNOLOGY & SECURITY DEPARTMENT
701 E. CARSON ST, B-30, CARSON, CA, 90745
TEL: 310-952-1734
FAX: 310-549-7562

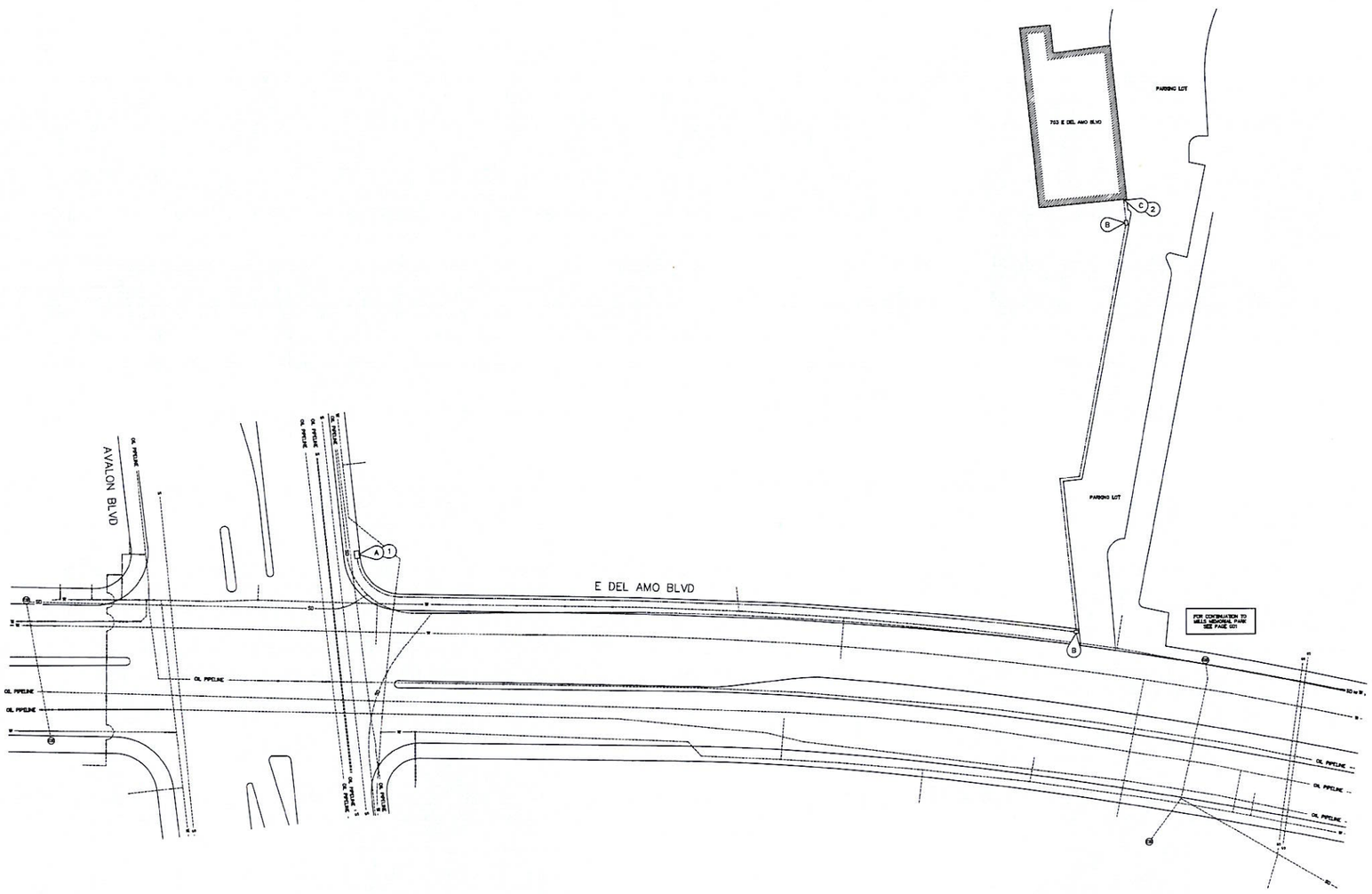
| No. | DATE | REVISIONS | BY |
|---|---|---|---|
| 0 | 06-07-24 | ISSUED FOR REVIEW | NL |

PLANS PREPARED BY:
NORBERT DE LENDORFF
2461 LITTLE ROCK LN
SIMI VALLEY, CA, 93065
TEL: 323-376-0274

CITY OF CARSON – PARKS PROJECT

JAMES ANDERSON PARK

E04
SHEET


AVALON BLVD
E DEL AMO BLVD
OIL PIPELINE
OIL PIPELINE
OIL PIPELINE
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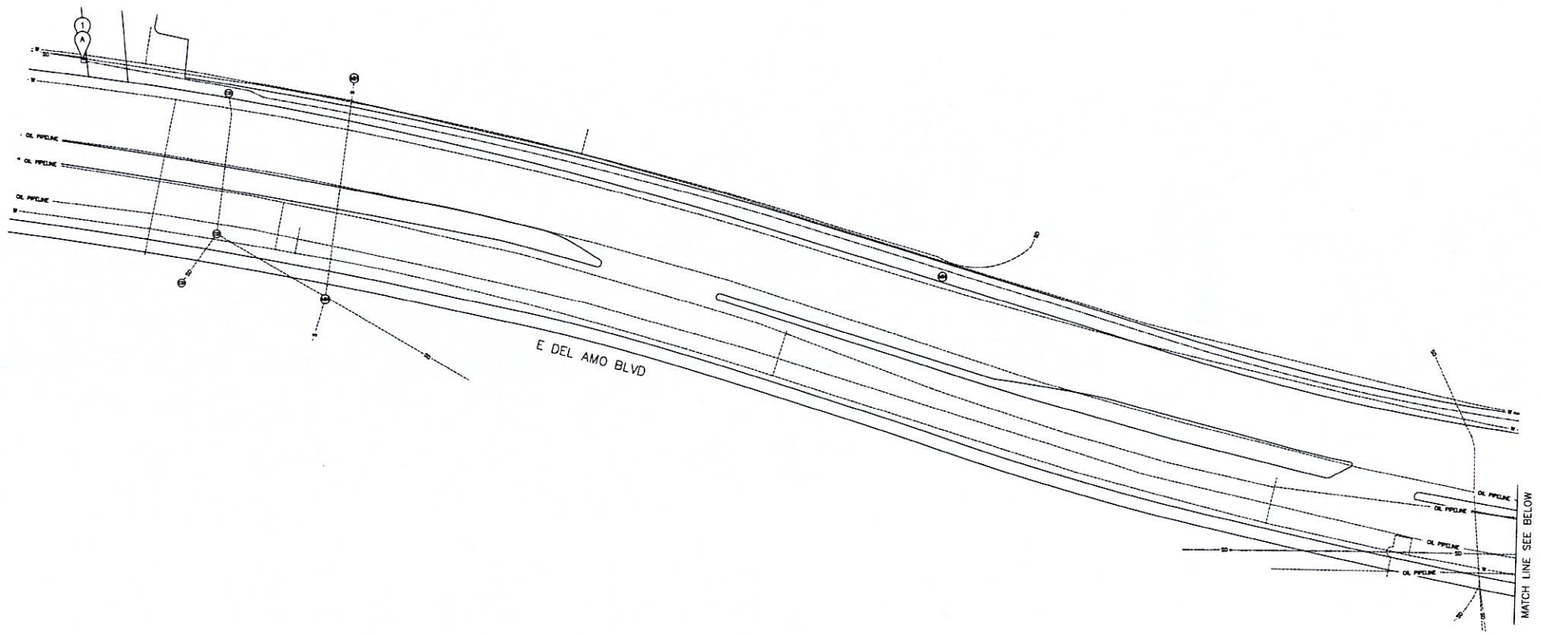


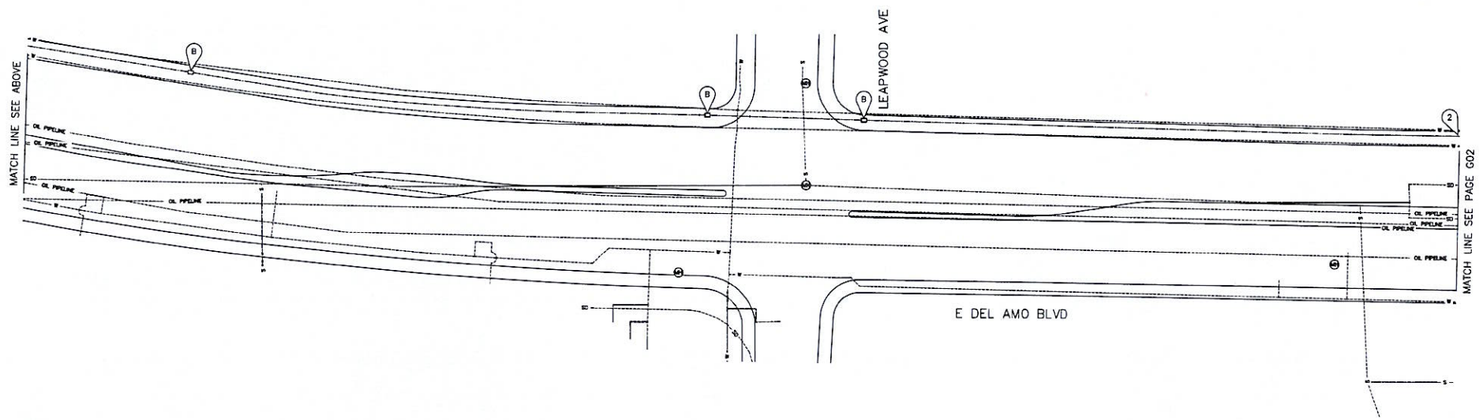


## LEGEND

| | |
|---|---|
| FIBER OPTIC | FO |
| OIL PIPELINE | OIL PIPELINE |
| SEWER | S |
| STORM DRAIN | SD |
| WATER | W |
| CATCH BASIN | CB |
| MANHOLE | MH |

## CONSTRUCTION NOTES

- (A) PROPOSED NEW 24"x36"x24" PULL BOX ON PAGE FD1. COIL 50' OF FIBER.
- (B) INSTALL NEW 24"x36"x24" PULL BOX. COIL 50' OF FIBER.
- (C) SCAN AND CORE EXTERIOR WALL INTO BUILDING'S MPOE/TELEPHONE ROOM. COORDINATE FIBER TERMINATION AND EQUIPMENT WITH CITY OF CARSON I.T. & SECURITY DEPARTMENT.
- (1) (2) DIRECTIONAL BORE 1,720' AND INSTALL NEW 4" PVC SCHEDULE 80 CONDUIT WITH NEW 432 COUNT FIBRE OPTIC CABLE.

LICENSED PROFESSIONAL ENGINEER
ARTURO MARTINEZ BANANAL
C 36117
CIVIL
STATE OF CALIFORNIA

### BILL OF MATERIALS

| | | THIS PAGE | TOTAL ROUTE |
|---|---|---|---|
| 1. | NEW DIRECTIONAL BORE | 1,720' | 5,380' |
| 2. | NEW 4" PVC SCHEDULE 80 CONDUIT | 1,720' | 5,380' |
| 3. | NEW 432 COUNT FIBER OPTIC CABLE | 1,920' | 5,930' |
| 4. | NEW 24"x36"x24" PULL BOX | 3 | 10 |
| 5. | NEW SCAN AND CORE EXTERIOR WALL | 0 | 1 |

GRAPHIC SCALE
0 20 40 80
1 INCH = 40 FEET

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|---|---|---|---|
| 0 | 06-01-24 | ISSUED FOR REVIEW | ML |

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2461 LITTLE ROCK LN
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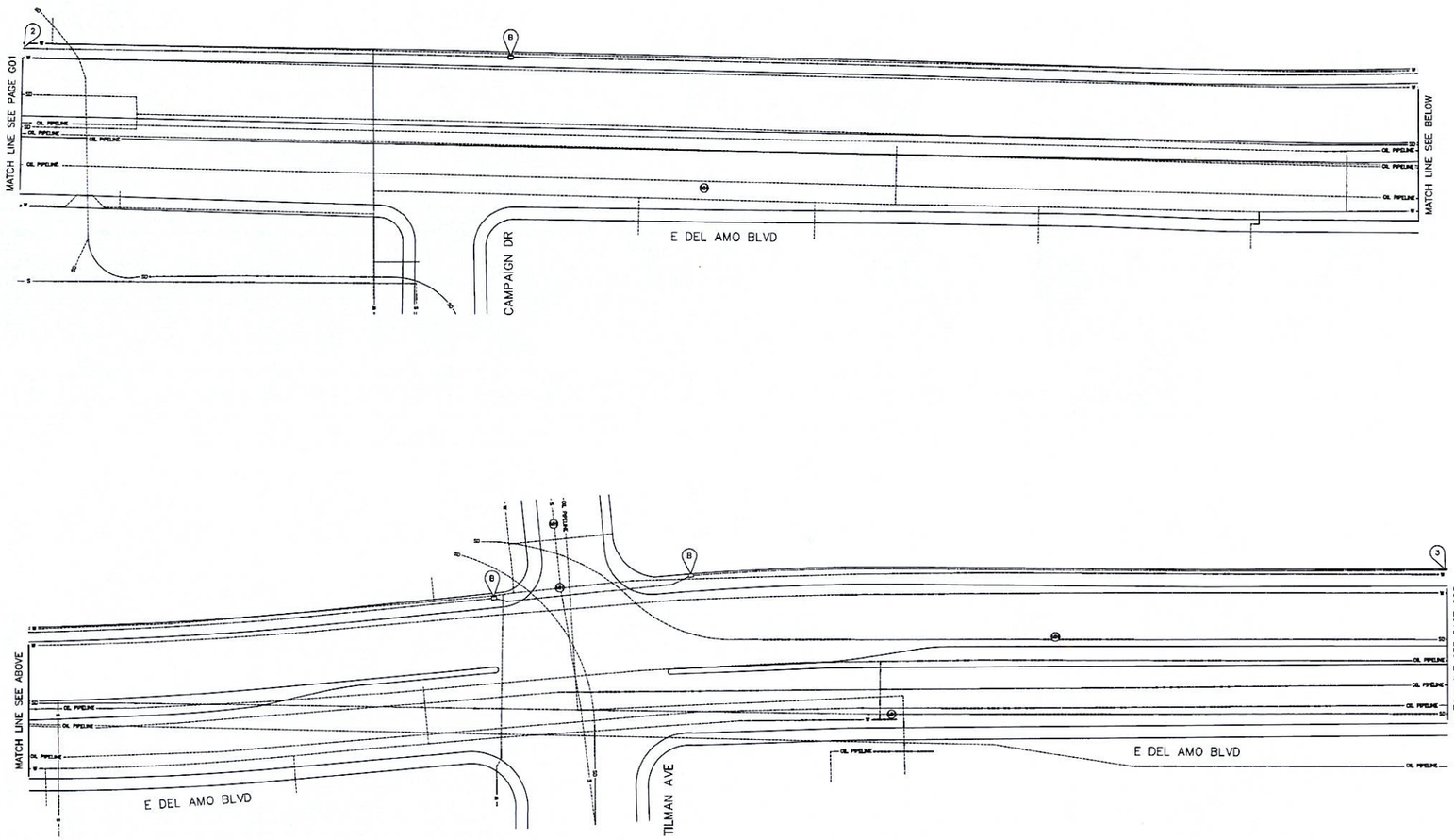
CITY OF CARSON – PARKS PROJECT

MILLS MEMORIAL PARK

G01
SHEET




## LEGEND

| | |
|---|---|
| FIBER OPTIC | FO |
| OIL PIPELINE | OIL PIPELINE |
| SEWER | S |
| STORM DRAIN | SD |
| WATER | W |
| CATCH BASIN | CB |
| MANHOLE | MH |

## CONSTRUCTION NOTES

- (A) PROPOSED NEW 24"x36"x24" PULL BOX ON PAGE F01. COIL 50' OF FIBER.
- (B) INSTALL NEW 24"x36"x24" PULL BOX. COIL 50' OF FIBER.
- (C) SCAN AND CORE EXTERIOR WALL INTO BUILDING'S MPOE/TELEPHONE ROOM. COORDINATE FIBER TERMINATION AND EQUIPMENT WITH CITY OF CARSON I.T. & SECURITY DEPARTMENT.
- (2) (3) DIRECTIONAL BORE 1,770' AND INSTALL NEW 4" PVC SCHEDULE 80 CONDUIT WITH NEW 432 COUNT FIBRE OPTIC CABLE.

LICENSED PROFESSIONAL ENGINEER
ARTURO MARTINEZ BANUAL
C 36117
CIVIL
STATE OF CALIFORNIA

## BILL OF MATERIALS

| | | THIS PAGE | TOTAL ROUTE |
|---|---|---|---|
| 1. | NEW DIRECTIONAL BORE | 1,770' | 5,380' |
| 2. | NEW 4" PVC SCHEDULE 80 CONDUIT | 1,770' | 5,380' |
| 3. | NEW 432 COUNT FIBER OPTIC CABLE | 1,920' | 5,930' |
| 4. | NEW 24"x36"x24" PULL BOX | 3 | 10 |
| 5. | NEW SCAN AND CORE EXTERIOR WALL | 0 | 1 |

GRAPHIC SCALE
0 20 40 80
1 INCH = 40 FEET

CARSON california FUTURE UNLIMITED

CITY OF CARSON
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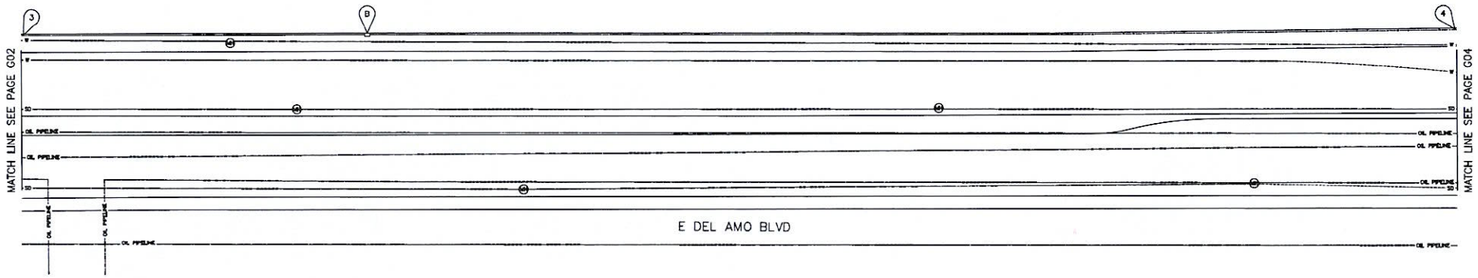
CITY OF CARSON – PARKS PROJECT

MILLS MEMORIAL PARK

G02
SHEET




## LEGEND

| | |
|---|---|
| FIBER OPTIC | ---------- FO ---------- |
| OIL PIPELINE | --------- OIL PIPELINE --------- |
| SEWER | ---------- S ---------- |
| STORM DRAIN | ---------- SD ---------- |
| WATER | ---------- W ---------- |
| CATCH BASIN | CB |
| MANHOLE | MH |

## CONSTRUCTION NOTES

(A) PROPOSED NEW 24"x36"x24" PULL BOX ON PAGE F01. COIL 50' OF FIBER.

(B) INSTALL NEW 24"x36"x24" PULL BOX. COIL 50' OF FIBER.

(C) SCAN AND CORE EXTERIOR WALL INTO BUILDING'S MPOE/TELEPHONE ROOM. COORDINATE FIBER TERMINATION AND EQUIPMENT WITH CITY OF CARSON I.T. & SECURITY DEPARTMENT.

(4) DIRECTIONAL BORE 860' AND INSTALL NEW 4" PVC SCHEDULE 80 CONDUIT WITH NEW 432 COUNT FIBRE OPTIC CABLE.

LICENSED PROFESSIONAL ENGINEER
ARTURO MARTINEZ BANUET
C 36117
CIVIL
STATE OF CALIFORNIA

### BILL OF MATERIALS

| | | THIS PAGE | TOTAL ROUTE |
|---|---|---|---|
| 1. | NEW DIRECTIONAL BORE | 860' | 5,380' |
| 2. | NEW 4" PVC SCHEDULE 80 CONDUIT | 860' | 5,380' |
| 3. | NEW 432 COUNT FIBER OPTIC CABLE | 910' | 5,930' |
| 4. | NEW 24"x36"x24" PULL BOX | 1 | 10 |
| 5. | NEW SCAN AND CORE EXTERIOR WALL | 0 | 1 |

GRAPHIC SCALE
0 20 40 80
1 INCH = 40 FEET

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|---|---|---|---|
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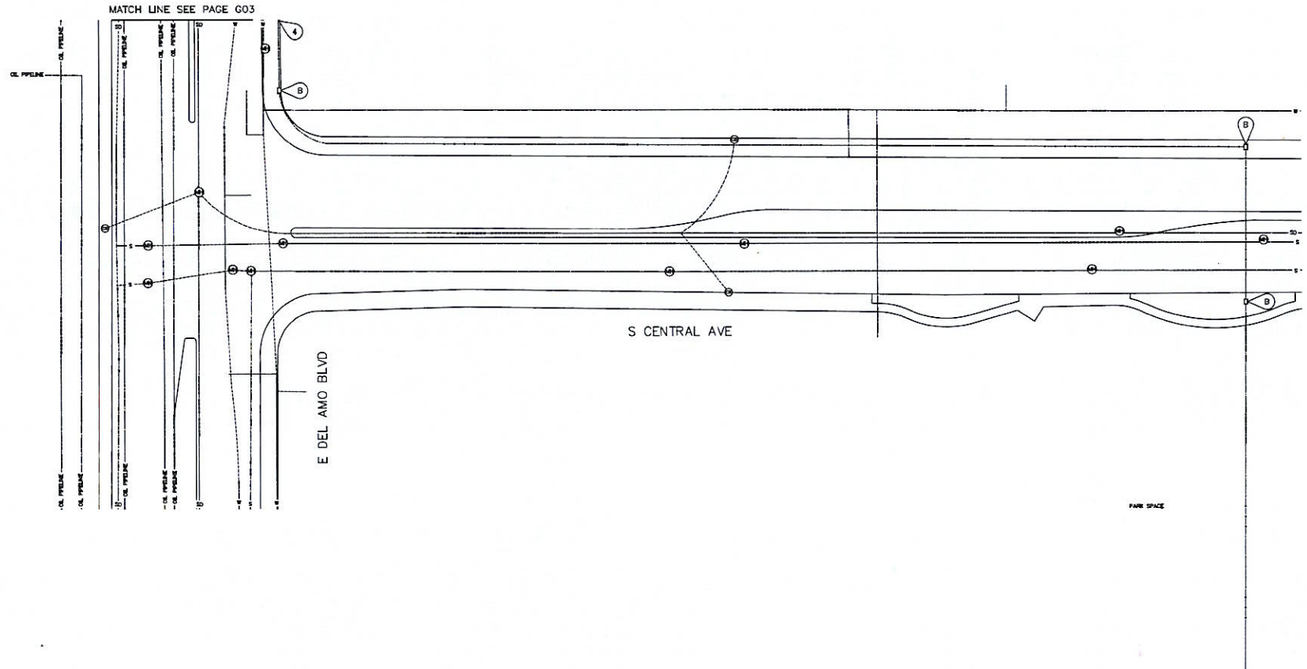
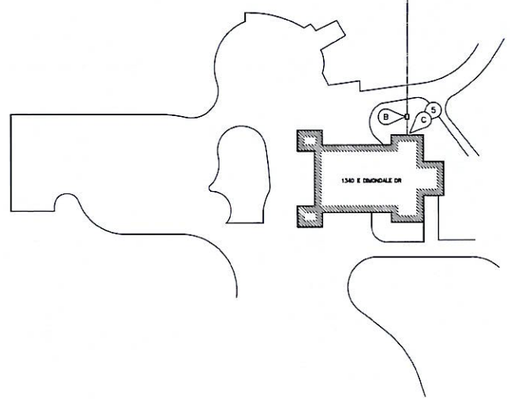
CITY OF CARSON – PARKS PROJECT

MILLS MEMORIAL PARK

G03
SHEET




## LEGEND

| | |
|---|---|
| FIBER OPTIC | ---------- FO ---------- |
| OIL PIPELINE | --------- OIL PIPELINE --------- |
| SEWER | ---------- S ---------- |
| STORM DRAIN | ---------- SD ---------- |
| WATER | ---------- W ---------- |
| CATCH BASIN | CB |
| MANHOLE | MH |

## CONSTRUCTION NOTES

- (A) PROPOSED NEW 24"x36"x24" PULL BOX ON PAGE F01. COIL 50' OF FIBER.
- (B) INSTALL NEW 24"x36"x24" PULL BOX. COIL 50' OF FIBER.
- (C) SCAN AND CORE EXTERIOR WALL INTO BUILDING'S MPOE/TELEPHONE ROOM. COORDINATE FIBER TERMINATION AND EQUIPMENT WITH CITY OF CARSON I.T. & SECURITY DEPARTMENT.
- (4)(5) DIRECTIONAL BORE 1,030' AND INSTALL NEW 4" PVC SCHEDULE 80 CONDUIT WITH NEW 432 COUNT FIBRE OPTIC CABLE

## BILL OF MATERIALS

| | | THIS PAGE | TOTAL ROUTE |
|---|---|---|---|
| 1. | NEW DIRECTIONAL BORE | 1,030' | 5,380' |
| 2. | NEW 4" PVC SCHEDULE 80 CONDUIT | 1,030' | 5,380' |
| 3. | NEW 432 COUNT FIBER OPTIC CABLE | 1,180' | 5,930' |
| 4. | NEW 24"x36"x24" PULL BOX | 3 | 10 |
| 5. | NEW SCAN AND CORE EXTERIOR WALL | 1 | 1 |

LICENSED PROFESSIONAL ENGINEER
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CIVIL
STATE OF CALIFORNIA

GRAPHIC SCALE
0 20 40 80
1 INCH = 40 FEET

CARSON california FUTURE UNLIMITED

CITY OF CARSON
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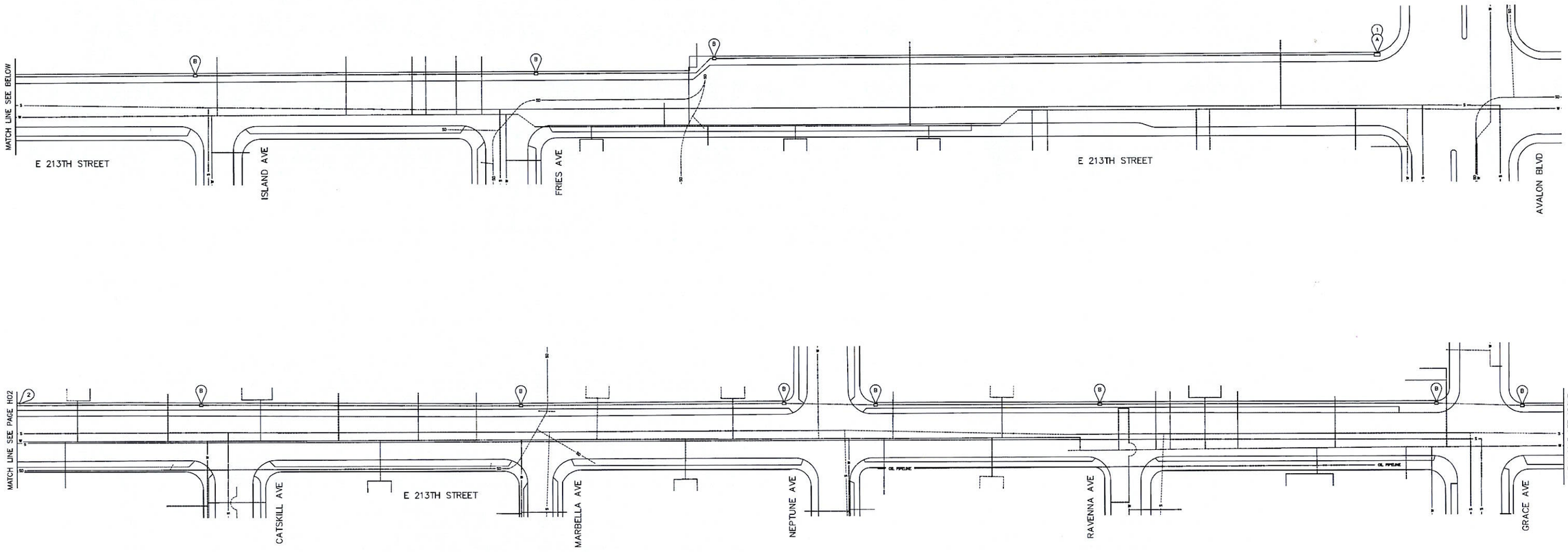
CITY OF CARSON – PARKS PROJECT

MILLS MEMORIAL PARK

G04
SHEET




## LEGEND

| | |
|---|---|
| FIBER OPTIC | ---------- FO ---------- |
| OIL PIPELINE | --------- OIL PIPELINE --------- |
| SEWER | ---------- S ---------- |
| STORM DRAIN | ---------- SD ---------- |
| WATER | ---------- W ---------- |
| CATCH BASIN | CB |
| MANHOLE | MH |

## CONSTRUCTION NOTES

- (A) PROPOSED NEW 36"x60"x36" PULL BOX ON PAGE B12. COIL 50' OF FIBER.
- (B) INSTALL NEW 24"x36"x24" PULL BOX. COIL 50' OF FIBER.
- (C) SCAN AND CORE EXTERIOR WALL INTO BUILDING'S MPOE/TELEPHONE ROOM. COORDINATE FIBER TERMINATION AND EQUIPMENT WITH CITY OF CARSON I.T. & SECURITY DEPARTMENT.
- (1) (2) DIRECTIONAL BORE 2,650' AND INSTALL NEW 4" PVC SCHEDULE 80 CONDUIT WITH NEW 432 COUNT FIBRE OPTIC CABLE.
- (2) (3) DIRECTIONAL BORE 1,500' AND INSTALL NEW 4" PVC SCHEDULE 80 CONDUIT WITH NEW 432 COUNT FIBRE OPTIC CABLE.

LICENSED PROFESSIONAL ENGINEER
ARTURO MARTINEZ SANCHEZ
C 36117
CIVIL
STATE OF CALIFORNIA

## BILL OF MATERIALS

| | | THIS PAGE | TOTAL ROUTE |
|---|---|---|---|
| 1. | NEW DIRECTIONAL BORE | 2,650' | 4,150' |
| 2. | NEW 4" PVC SCHEDULE 80 CONDUIT | 2,650' | 4,150' |
| 3. | NEW 432 COUNT FIBER OPTIC CABLE | 3,200' | 4,950' |
| 4. | NEW 24"x36"x24" PULL BOX | 10 | 15 |
| 5. | NEW SCAN AND CORE EXTERIOR WALL | 0 | 1 |

GRAPHIC SCALE
0 20 40 80
1 INCH = 40 FEET

CARSON california FUTURE UNLIMITED

CITY OF CARSON
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SIMI VALLEY, CA, 93065
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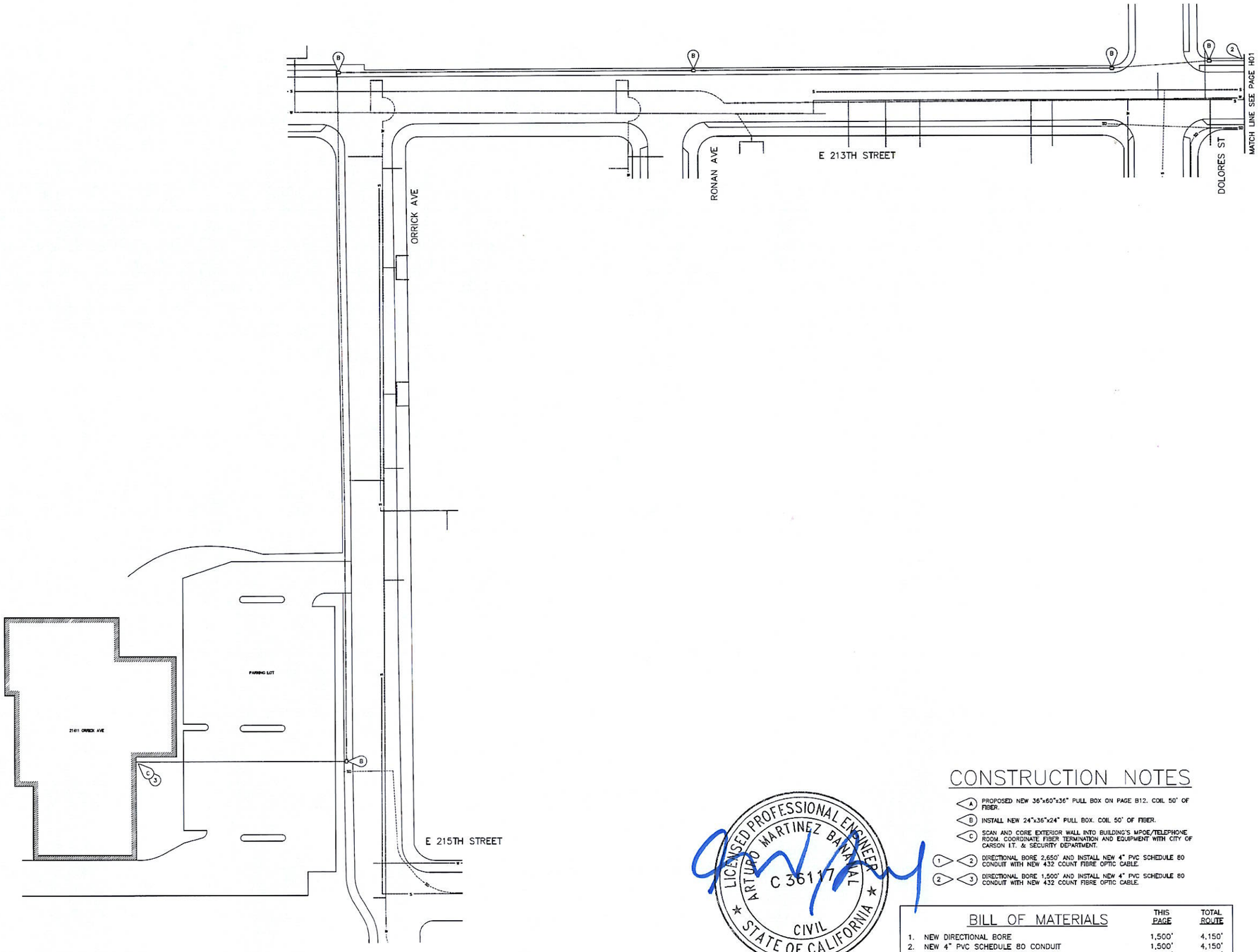
CITY OF CARSON – PARKS PROJECT

CARSON PARK

H01
SHEET




## LEGEND

| | |
|---|---|
| FIBER OPTIC | FO |
| OIL PIPELINE | OIL PIPELINE |
| SEWER | S |
| STORM DRAIN | SD |
| WATER | W |
| CATCH BASIN | CB |
| MANHOLE | MH |

## CONSTRUCTION NOTES

- (A) PROPOSED NEW 36"x60"x36" PULL BOX ON PAGE B12. COIL 50' OF FIBER.
- (B) INSTALL NEW 24"x36"x24" PULL BOX. COIL 50' OF FIBER.
- (C) SCAN AND CORE EXTERIOR WALL INTO BUILDING'S MPOE/TELEPHONE ROOM. COORDINATE FIBER TERMINATION AND EQUIPMENT WITH CITY OF CARSON I.T. & SECURITY DEPARTMENT.
- (1) (2) DIRECTIONAL BORE 2,650' AND INSTALL NEW 4" PVC SCHEDULE 80 CONDUIT WITH NEW 432 COUNT FIBRE OPTIC CABLE.
- (2) (3) DIRECTIONAL BORE 1,500' AND INSTALL NEW 4" PVC SCHEDULE 80 CONDUIT WITH NEW 432 COUNT FIBRE OPTIC CABLE.

LICENSED PROFESSIONAL ENGINEER
ARTURO MARTINEZ BANAGAL
C 36117
CIVIL
STATE OF CALIFORNIA

## BILL OF MATERIALS

| | | THIS PAGE | TOTAL ROUTE |
|---|---|---|---|
| 1. | NEW DIRECTIONAL BORE | 1,500' | 4,150' |
| 2. | NEW 4" PVC SCHEDULE 80 CONDUIT | 1,500' | 4,150' |
| 3. | NEW 432 COUNT FIBER OPTIC CABLE | 1,750' | 4,950' |
| 4. | NEW 24"x36"x24" PULL BOX | 5 | 15 |
| 5. | NEW SCAN AND CORE EXTERIOR WALL | 1 | 1 |

GRAPHIC SCALE
0 20 40 80
1 INCH = 40 FEET

CARSON california FUTURE UNLIMITED

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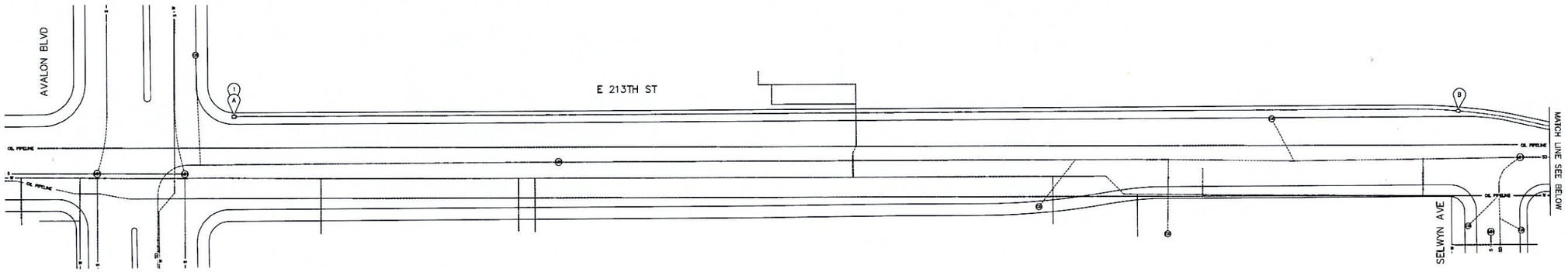
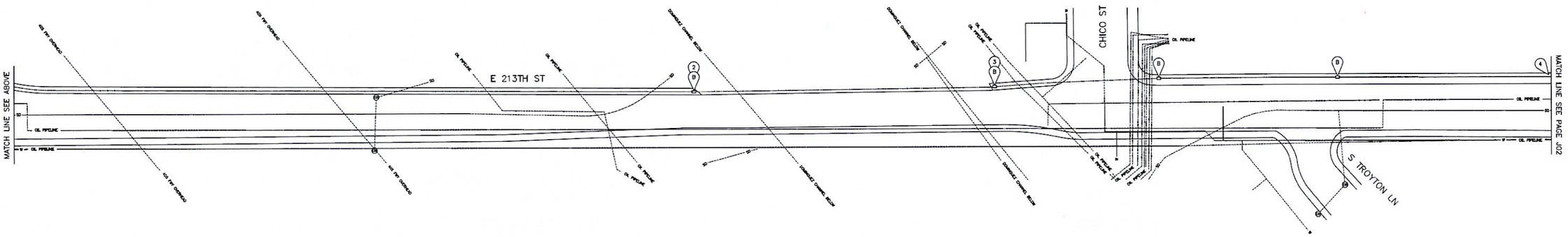
CITY OF CARSON – PARKS PROJECT

CARSON PARK

H02
SHEET




## LEGEND

| | |
|---|---|
| FIBER OPTIC | ---------- FO ---------- |
| OIL PIPELINE | --------- OIL PIPELINE --------- |
| SEWER | ---------- S ---------- |
| STORM DRAIN | ---------- SD ---------- |
| WATER | ---------- W ---------- |
| CATCH BASIN | CB |
| MANHOLE | MH |

## CONSTRUCTION NOTES

- (A) PROPOSED NEW 36"x60"x36" PULL BOX ON PAGE B12. COIL 50' OF FIBER.
- (B) INSTALL NEW 24"x36"x24" PULL BOX. COIL 50' OF FIBER.
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- (1) (2) DIRECTIONAL BORE 1,570' AND INSTALL NEW 4" PVC SCHEDULE 80 CONDUIT WITH NEW 432 COUNT FIBRE OPTIC CABLE.
- (2) (3) INSTALL 250' OF NEW 4" PVC SCHEDULE 80 CONDUIT WITH NEW 432 COUNT FIBRE OPTIC CABLE. STRAP TO SIDE OF BRIDGE.
- (3) (4) DIRECTIONAL BORE 460' AND INSTALL NEW 4" PVC SCHEDULE 80 CONDUIT WITH NEW 432 COUNT FIBRE OPTIC CABLE.

LICENSED PROFESSIONAL ENGINEER
ARTURO MARTINEZ PANUNAL
C 36117
CIVIL
STATE OF CALIFORNIA

## BILL OF MATERIALS

| | | THIS PAGE | TOTAL ROUTE |
|---|---|---|---|
| 1. | NEW DIRECTIONAL BORE | 2,030' | 7,220' |
| 2. | NEW 4" PVC SCHEDULE 80 CONDUIT | 2,280' | 7,470' |
| 3. | NEW 432 COUNT FIBER OPTIC CABLE | 2,580' | 8,420' |
| 4. | NEW 24"x36"x24" PULL BOX | 5 | 18 |
| 5. | NEW SCAN AND CORE EXTERIOR WALL | 0 | 1 |

GRAPHIC SCALE
0 20 40 80
1 INCH = 40 FEET

CARSON california FUTURE UNLIMITED

CITY OF CARSON
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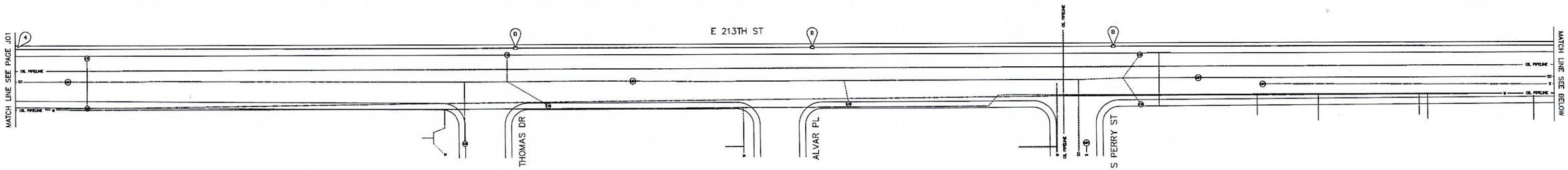
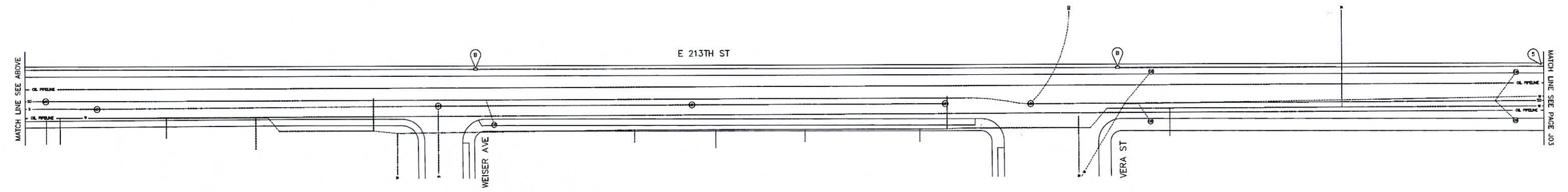
CITY OF CARSON – PARKS PROJECT

DOLPHIN PARK

J01
SHEET




## LEGEND

| | |
|---|---|
| FIBER OPTIC | ---------- FO ---------- |
| OIL PIPELINE | --------- OIL PIPELINE --------- |
| SEWER | ---------- S ---------- |
| STORM DRAIN | ---------- SD ---------- |
| WATER | ---------- W ---------- |
| CATCH BASIN | CB |
| MANHOLE | MH |

## CONSTRUCTION NOTES

- (A) PROPOSED NEW 36"x60"x36" PULL BOX ON PAGE B12. COIL 50' OF FIBER.
- (B) INSTALL NEW 24"x36"x24" PULL BOX. COIL 50' OF FIBER.
- (C) SCAN AND CORE EXTERIOR WALL INTO BUILDING'S MPOE/TELEPHONE ROOM. COORDINATE FIBER TERMINATION AND EQUIPMENT WITH CITY OF CARSON I.T. & SECURITY DEPARTMENT.
- (4)(5) DIRECTIONAL BORE 2,680' AND INSTALL NEW 4" PVC SCHEDULE 80 CONDUIT WITH NEW 432 COUNT FIBRE OPTIC CABLE

## BILL OF MATERIALS

| | | THIS PAGE | TOTAL ROUTE |
|---|---|---|---|
| 1. | NEW DIRECTIONAL BORE | 2,680' | 7,220' |
| 2. | NEW 4" PVC SCHEDULE 80 CONDUIT | 2,680' | 7,470' |
| 3. | NEW 432 COUNT FIBER OPTIC CABLE | 2,930' | 8,420' |
| 4. | NEW 24"x36"x24" PULL BOX | 5 | 18 |
| 5. | NEW SCAN AND CORE EXTERIOR WALL | 0 | 1 |

LICENSED PROFESSIONAL ENGINEER
ARTURO MARTINEZ BERNAL
C 36117
CIVIL
STATE OF CALIFORNIA

GRAPHIC SCALE
0 20 40 80
1 INCH = 40 FEET

CARSON california FUTURE UNLIMITED

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FAX: 310-549-7562

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|---|---|---|---|
| 0 | 08-01-24 | ISSUED FOR REVIEW | ML |

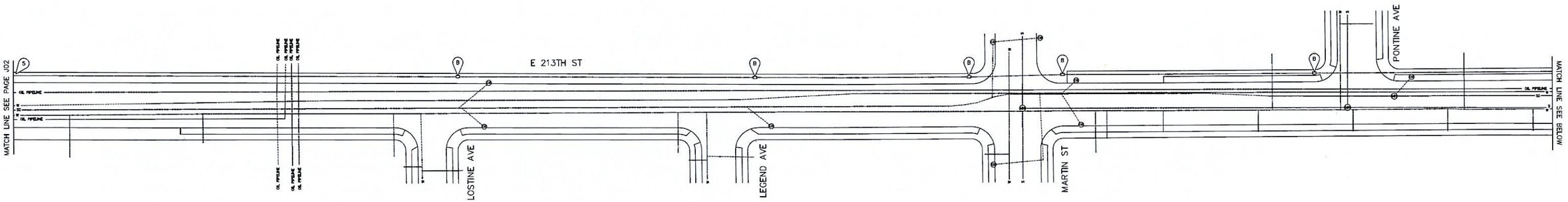
PLANS PREPARED BY:
NORBERT DE LENDORFF
2461 LITTLE ROCK LN
SIMI VALLEY, CA, 93065
TEL: 323-376-0274

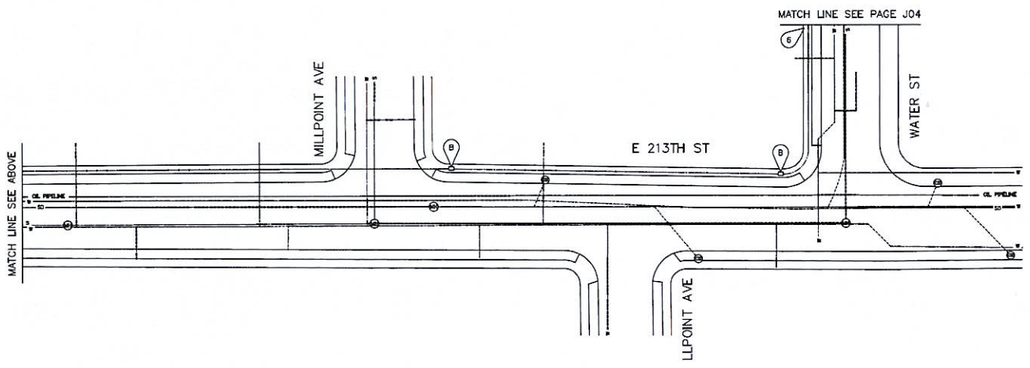
CITY OF CARSON – PARKS PROJECT

DOLPHIN PARK

J02

SHEET




## LEGEND

| | |
|---|---|
| FIBER OPTIC | FO |
| OIL PIPELINE | OIL PIPELINE |
| SEWER | S |
| STORM DRAIN | SD |
| WATER | W |
| CATCH BASIN | CB |
| MANHOLE | MH |

## CONSTRUCTION NOTES

- (A) PROPOSED NEW 36"x60"x36" PULL BOX ON PAGE B12. COIL 50' OF FIBER.
- (B) INSTALL NEW 24"x36"x24" PULL BOX. COIL 50' OF FIBER.
- (C) SCAN AND CORE EXTERIOR WALL INTO BUILDING'S MPOE/TELEPHONE ROOM. COORDINATE FIBER TERMINATION AND EQUIPMENT WITH CITY OF CARSON I.T. & SECURITY DEPARTMENT.
- (5)(6) DIRECTIONAL BORE 1,900' AND INSTALL NEW 4" PVC SCHEDULE 80 CONDUIT WITH NEW 432 COUNT FIBRE OPTIC CABLE.

## BILL OF MATERIALS

| | | THIS PAGE | TOTAL ROUTE |
|---|---|---|---|
| 1. | NEW DIRECTIONAL BORE | 1,900' | 7,220' |
| 2. | NEW 4" PVC SCHEDULE 80 CONDUIT | 1,900' | 7,470' |
| 3. | NEW 432 COUNT FIBER OPTIC CABLE | 2,250' | 8,420' |
| 4. | NEW 24"x36"x24" PULL BOX | 7 | 18 |
| 5. | NEW SCAN AND CORE EXTERIOR WALL | 0 | 1 |

LICENSED PROFESSIONAL ENGINEER
ARTURO MARTINEZ BANANAY
C 36117
CIVIL
STATE OF CALIFORNIA

GRAPHIC SCALE
0 20 40 80
1 INCH = 40 FEET

CARSON California FUTURE UNLIMITED

CITY OF CARSON
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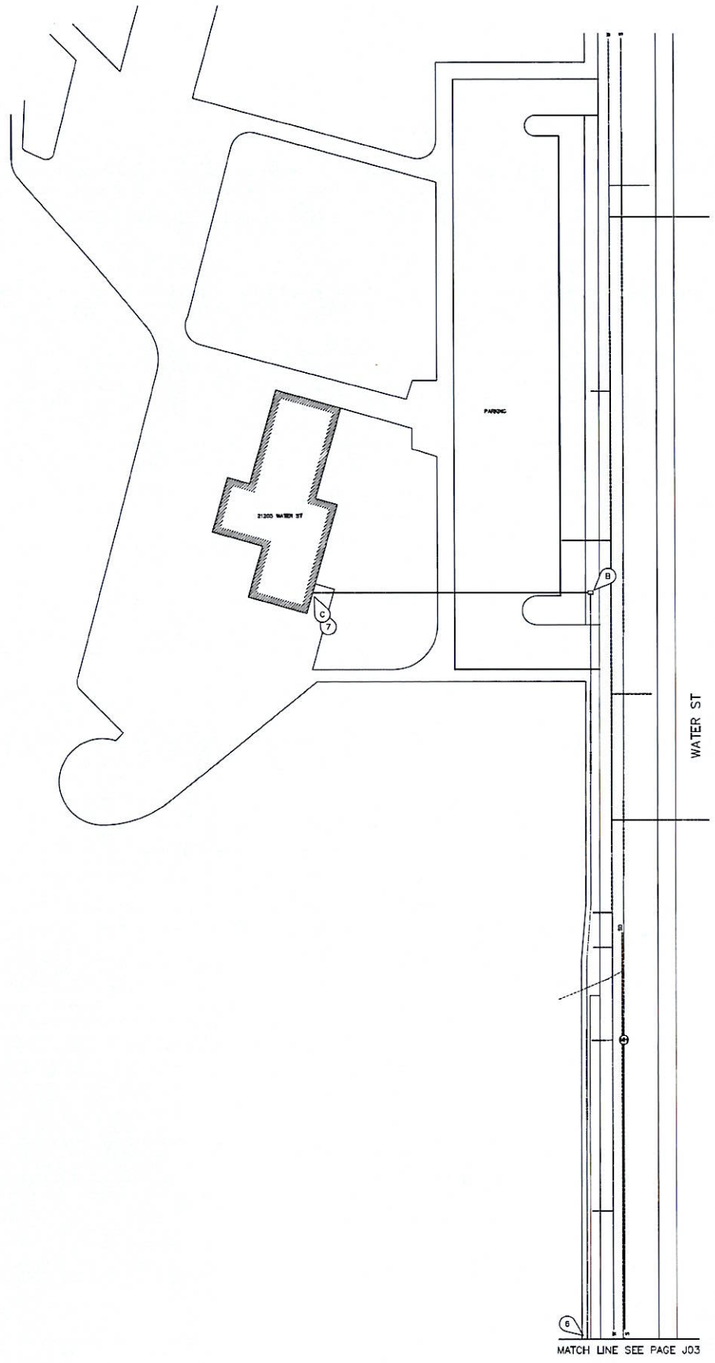
CITY OF CARSON – PARKS PROJECT

DOLPHIN PARK

J03
SHEET




## LEGEND

| | |
|---|---|
| FIBER OPTIC | ---------- FO ---------- |
| OIL PIPELINE | ---------- OIL PIPELINE ---------- |
| SEWER | ---------- S ---------- |
| STORM DRAIN | ---------- SD ---------- |
| WATER | ---------- W ---------- |
| CATCH BASIN | CB |
| MANHOLE | MH |

LICENSED PROFESSIONAL ENGINEER
ARTURO MARTINEZ BANANAL
C 36117
CIVIL
STATE OF CALIFORNIA

## CONSTRUCTION NOTES

- (A) PROPOSED NEW 36"x60"x36" PULL BOX ON PAGE B12. COIL 50' OF FIBER.
- (B) INSTALL NEW 24"x36"x24" PULL BOX. COIL 50' OF FIBER.
- (C) SCAN AND CORE EXTERIOR WALL INTO BUILDING'S MPOE/TELEPHONE ROOM. COORDINATE FIBER TERMINATION AND EQUIPMENT WITH CITY OF CARSON I.T. & SECURITY DEPARTMENT.
- (6)(7) DIRECTIONAL BORE 610' AND INSTALL NEW 4" PVC SCHEDULE 80 CONDUIT WITH NEW 432 COUNT FIBRE OPTIC CABLE.

## BILL OF MATERIALS

| | | THIS PAGE | TOTAL ROUTE |
|---|---|---|---|
| 1. | NEW DIRECTIONAL BORE | 610' | 7,220' |
| 2. | NEW 4" PVC SCHEDULE 80 CONDUIT | 610 | 7,470' |
| 3. | NEW 432 COUNT FIBER OPTIC CABLE | 660' | 8,420' |
| 4. | NEW 24"x36"x24" PULL BOX | 1 | 18 |
| 5. | NEW SCAN AND CORE EXTERIOR WALL | 1 | 1 |

GRAPHIC SCALE
0 20 40 80
1 INCH = 40 FEET

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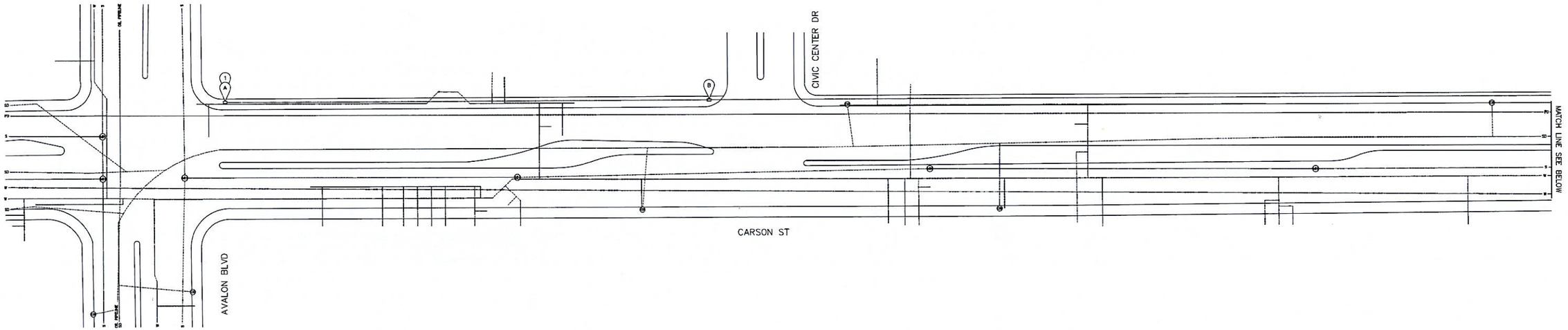
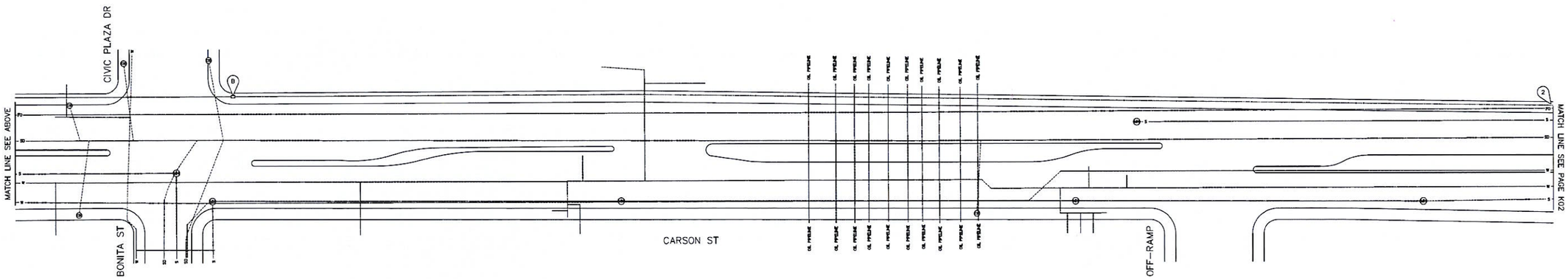
CITY OF CARSON – PARKS PROJECT

DOLPHIN PARK

J04
SHEET




## LEGEND

| | |
|---|---|
| FIBER OPTIC | FO |
| OIL PIPELINE | OIL PIPELINE |
| SEWER | S |
| STORM DRAIN | SD |
| WATER | W |
| CATCH BASIN | CB |
| MANHOLE | MH |

LICENSED PROFESSIONAL ENGINEER
ARTURO MARTINEZ BANUAL
C 36117
CIVIL
STATE OF CALIFORNIA

## CONSTRUCTION NOTES

- (A) PROPOSED NEW 36"x60"x36" PULL BOX ON PAGE B12. COIL 50' OF FIBER.
- (B) INSTALL NEW 24"x36"x24" PULL BOX. COIL 50' OF FIBER.
- (C) SCAN AND CORE EXTERIOR WALL INTO BUILDING'S MPOE/TELEPHONE ROOM. COORDINATE FIBER TERMINATION AND EQUIPMENT WITH CITY OF CARSON I.T. & SECURITY DEPARTMENT.
- (1) (2) DIRECTIONAL BORE 2,360' AND INSTALL NEW 4" PVC SCHEDULE 80 CONDUIT WITH NEW 432 COUNT FIBRE OPTIC CABLE.

## BILL OF MATERIALS

| | | THIS PAGE | TOTAL ROUTE |
|---|---|---|---|
| 1. | NEW DIRECTIONAL BORE | 2,360' | 12,230' |
| 2. | NEW 4" PVC SCHEDULE 80 CONDUIT | 2,360' | 12,915' |
| 3. | NEW 432 COUNT FIBER OPTIC CABLE | 2,460' | 14,365' |
| 4. | NEW 24"x36"x24" PULL BOX | 2 | 29 |
| 5. | NEW SCAN AND CORE EXTERIOR WALL | 0 | 1 |

GRAPHIC SCALE
0 20 40 80
1 INCH = 40 FEET

CARSON california FUTURE UNLIMITED

CITY OF CARSON
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2461 LITTLE ROCK LN
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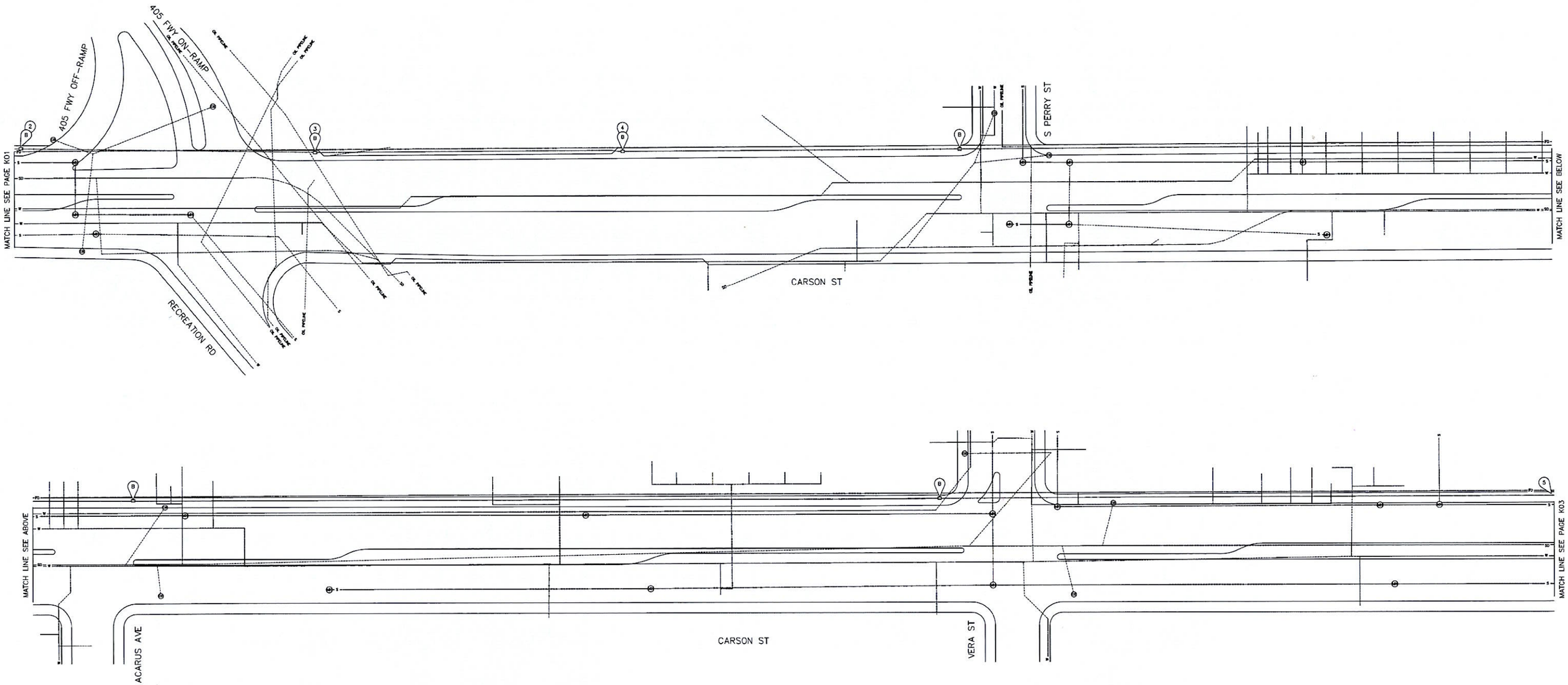
CITY OF CARSON – PARKS PROJECT

DOMINQUEZ PARK

K01
SHEET




## LEGEND

| | |
|---|---|
| FIBER OPTIC | FO |
| OIL PIPELINE | OIL PIPELINE |
| SEWER | S |
| STORM DRAIN | SD |
| WATER | W |
| CATCH BASIN | CB |
| MANHOLE | MH |

## CONSTRUCTION NOTES

- (A) PROPOSED NEW 36"x60"x36" PULL BOX ON PAGE B12. COIL 50' OF FIBER.
- (B) INSTALL NEW 24"x36"x24" PULL BOX. COIL 50' OF FIBER.
- (C) SCAN AND CORE EXTERIOR WALL INTO BUILDING'S MPOE/TELEPHONE ROOM. COORDINATE FIBER TERMINATION AND EQUIPMENT WITH CITY OF CARSON I.T. & SECURITY DEPARTMENT.
- (2) (3) DIRECTIONAL BORE 260' AND INSTALL NEW 4" PVC SCHEDULE 80 CONDUIT WITH NEW 432 COUNT FIBRE OPTIC CABLE.
- (3) (4) INSTALL 115' OF NEW 4" PVC SCHEDULE 80 CONDUIT WITH NEW 432 COUNT FIBRE OPTIC CABLE. STRAP TO SIDE OF BRIDGE.
- (4) (5) DIRECTIONAL BORE 1,840' AND INSTALL NEW 4" PVC SCHEDULE 80 CONDUIT WITH NEW 432 COUNT FIBRE OPTIC CABLE.

LICENSED PROFESSIONAL ENGINEER
ARTURO MARTINEZ BANUAL
C 36117
CIVIL
STATE OF CALIFORNIA

## BILL OF MATERIALS

| | | THIS PAGE | TOTAL ROUTE |
|---|---|---|---|
| 1. | NEW DIRECTIONAL BORE | 2,100' | 12,230' |
| 2. | NEW 4" PVC SCHEDULE 80 CONDUIT | 2,215' | 12,915' |
| 3. | NEW 432 COUNT FIBER OPTIC CABLE | 2,515' | 14,365' |
| 4. | NEW 24"x36"x24" PULL BOX | 6 | 29 |
| 5. | NEW SCAN AND CORE EXTERIOR WALL | 0 | 1 |

GRAPHIC SCALE
0 20 40 80
1 INCH = 40 FEET

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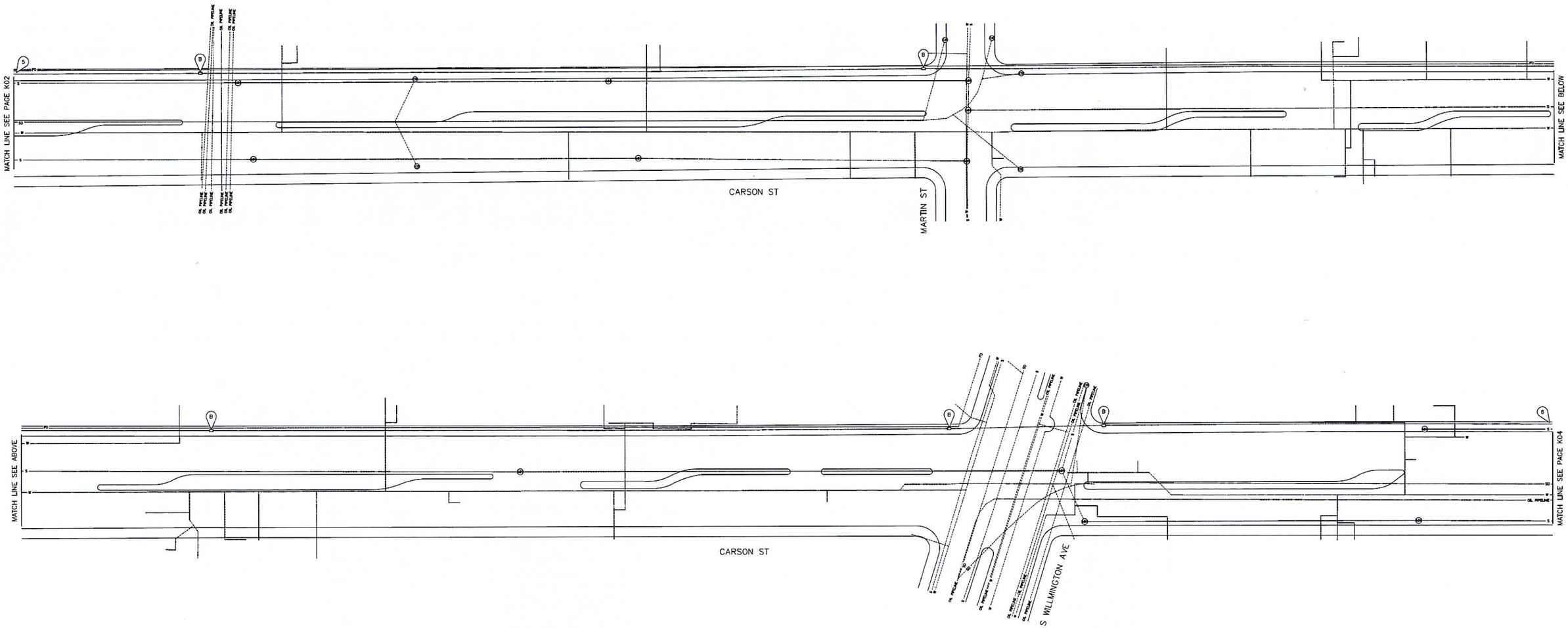
CITY OF CARSON – PARKS PROJECT

DOMINQUEZ PARK

K02
SHEET




## LEGEND

| | |
|---|---|
| FIBER OPTIC | FO |
| OIL PIPELINE | OIL PIPELINE |
| SEWER | S |
| STORM DRAIN | SD |
| WATER | W |
| CATCH BASIN | CB |
| MANHOLE | MH |

## CONSTRUCTION NOTES

(A) PROPOSED NEW 36"x60"x36" PULL BOX ON PAGE B12. COIL 50' OF FIBER.

(B) INSTALL NEW 24"x36"x24" PULL BOX. COIL 50' OF FIBER.

(C) SCAN AND CORE EXTERIOR WALL INTO BUILDING'S MPOE/TELEPHONE ROOM. COORDINATE FIBER TERMINATION AND EQUIPMENT WITH CITY OF CARSON I.T. & SECURITY DEPARTMENT.

(5) (6) DIRECTIONAL BORE 1,570' AND INSTALL NEW 4" PVC SCHEDULE 80 CONDUIT WITH NEW 432 COUNT FIBRE OPTIC CABLE.

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ARTURO MARTINEZ BANNAL
C 36117
CIVIL
STATE OF CALIFORNIA

### BILL OF MATERIALS

| | | THIS PAGE | TOTAL ROUTE |
|---|---|---|---|
| 1. | NEW DIRECTIONAL BORE | 1,570' | 12,230' |
| 2. | NEW 4" PVC SCHEDULE 80 CONDUIT | 1,570' | 12,915' |
| 3. | NEW 432 COUNT FIBER OPTIC CABLE | 1,820' | 14,365' |
| 4. | NEW 24"x36"x24" PULL BOX | 5 | 29 |
| 5. | NEW SCAN AND CORE EXTERIOR WALL | 0 | 1 |

GRAPHIC SCALE
0 20 40 80
1 INCH = 40 FEET

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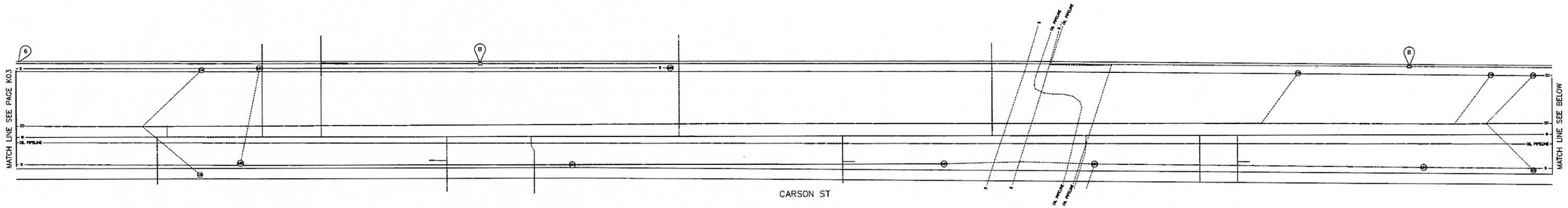
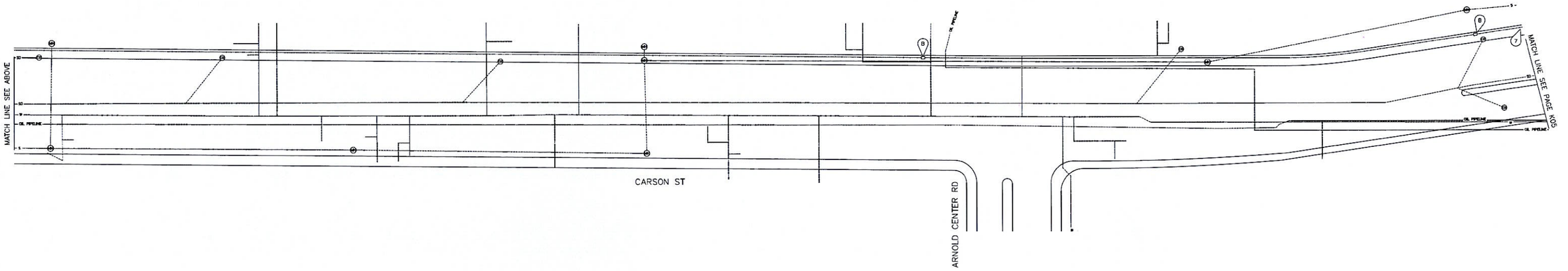
CITY OF CARSON – PARKS PROJECT

DOMINQUEZ PARK

K03
SHEET




## LEGEND

| | |
|---|---|
| FIBER OPTIC | ---------- FO ---------- |
| OIL PIPELINE | ---------- OIL PIPELINE ---------- |
| SEWER | ---------- S ---------- |
| STORM DRAIN | ---------- SD ---------- |
| WATER | ---------- W ---------- |
| CATCH BASIN | CB |
| MANHOLE | MH |

LICENSED PROFESSIONAL ENGINEER
ARTURO MARTINEZ BANUELOS
C 36117
CIVIL
STATE OF CALIFORNIA

## CONSTRUCTION NOTES

- (A) PROPOSED NEW 36"x60"x36" PULL BOX ON PAGE B12. COIL 50' OF FIBER.
- (B) INSTALL NEW 24"x36"x24" PULL BOX. COIL 50' OF FIBER.
- (C) SCAN AND CORE EXTERIOR WALL INTO BUILDING'S MPOE/TELEPHONE ROOM. COORDINATE FIBER TERMINATION AND EQUIPMENT WITH CITY OF CARSON I.T. & SECURITY DEPARTMENT.
- (6)(7) DIRECTIONAL BORE 2,660' AND INSTALL NEW 4" PVC SCHEDULE 80 CONDUIT WITH NEW 432 COUNT FIBRE OPTIC CABLE.

## BILL OF MATERIALS

| | | THIS PAGE | TOTAL ROUTE |
|---|---|---|---|
| 1. | NEW DIRECTIONAL BORE | 2,660' | 12,230' |
| 2. | NEW 4" PVC SCHEDULE 80 CONDUIT | 2,660' | 12,915' |
| 3. | NEW 432 COUNT FIBER OPTIC CABLE | 2,860' | 14,365' |
| 4. | NEW 24"x36"x24" PULL BOX | 4 | 29 |
| 5. | NEW SCAN AND CORE EXTERIOR WALL | 0 | 1 |

GRAPHIC SCALE
0 20 40 80
1 INCH = 40 FEET

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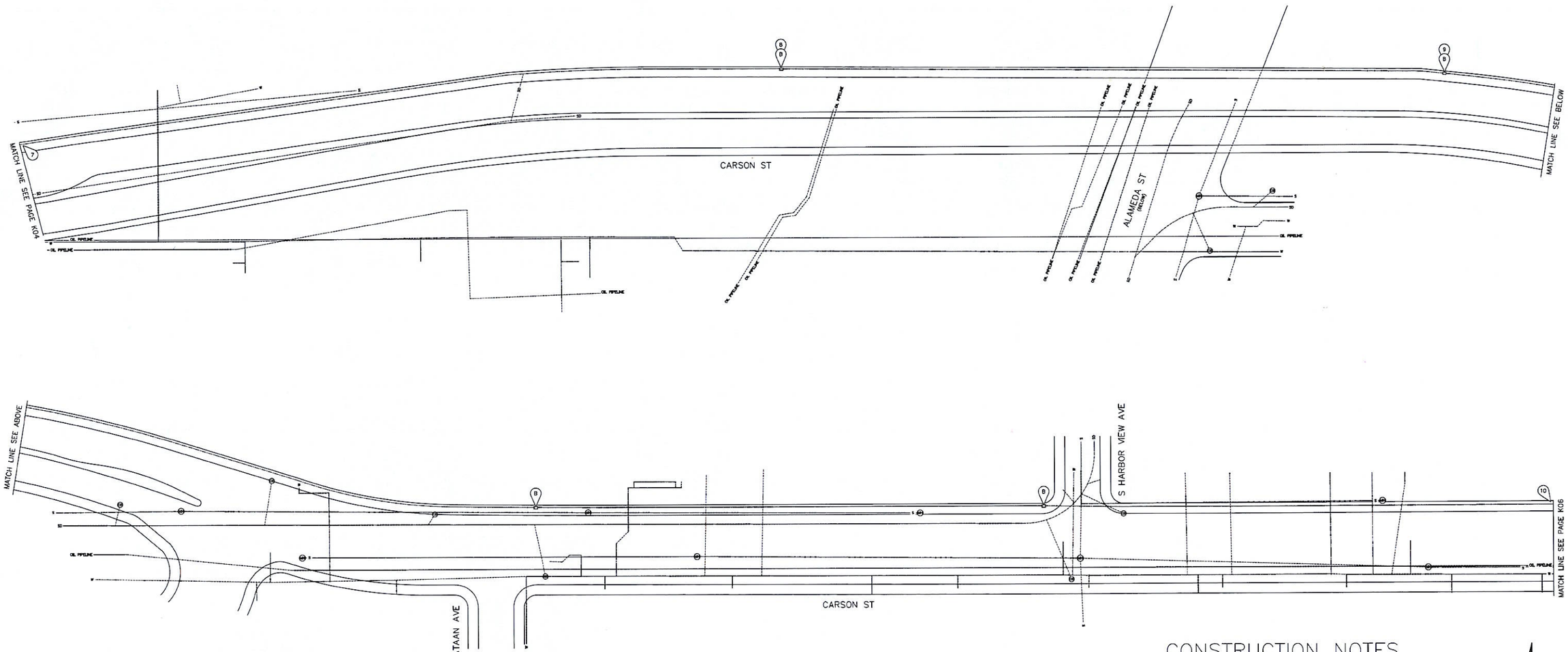
CITY OF CARSON – PARKS PROJECT

DOMINQUEZ PARK

K04
SHEET




## LEGEND

| | |
|---|---|
| FIBER OPTIC | ---------- FO ---------- |
| OIL PIPELINE | --------- OIL PIPELINE --------- |
| SEWER | ---------- S ---------- |
| STORM DRAIN | ---------- SD ---------- |
| WATER | ---------- W ---------- |
| CATCH BASIN | CB |
| MANHOLE | MH |

## CONSTRUCTION NOTES

- (A) PROPOSED NEW 36"x60"x36" PULL BOX ON PAGE B12. COIL 50' OF FIBER.
- (B) INSTALL NEW 24"x36"x24" PULL BOX. COIL 50' OF FIBER.
- (C) SCAN AND CORE EXTERIOR WALL INTO BUILDING'S MPOE/TELEPHONE ROOM. COORDINATE FIBER TERMINATION AND EQUIPMENT WITH CITY OF CARSON I.T. & SECURITY DEPARTMENT.
- (7) (8) DIRECTIONAL BORE 670' AND INSTALL NEW 4" PVC SCHEDULE 80 CONDUIT WITH NEW 432 COUNT FIBRE OPTIC CABLE.
- (8) (9) INSTALL 570' OF NEW 4" PVC SCHEDULE 80 CONDUIT WITH NEW 432 COUNT FIBRE OPTIC CABLE. STRAP TO SIDE OF BRIDGE.
- (9) (10) DIRECTIONAL BORE 550' AND INSTALL NEW 4" PVC SCHEDULE 80 CONDUIT WITH NEW 432 COUNT FIBRE OPTIC CABLE.

LICENSED PROFESSIONAL ENGINEER
ARTURO MARTINEZ BANAGAL
C 36117
CIVIL
STATE OF CALIFORNIA

## BILL OF MATERIALS

| | | THIS PAGE | TOTAL ROUTE |
|---|---|---|---|
| 1. | NEW DIRECTIONAL BORE | 1,220' | 12,230' |
| 2. | NEW 4" PVC SCHEDULE 80 CONDUIT | 1,790' | 12,915' |
| 3. | NEW 432 COUNT FIBER OPTIC CABLE | 1,990' | 14,365' |
| 4. | NEW 24"x36"x24" PULL BOX | 4 | 29 |
| 5. | NEW SCAN AND CORE EXTERIOR WALL | 0 | 1 |

GRAPHIC SCALE
0 20 40 80
1 INCH = 40 FEET

CARSON california FUTURE UNLIMITED

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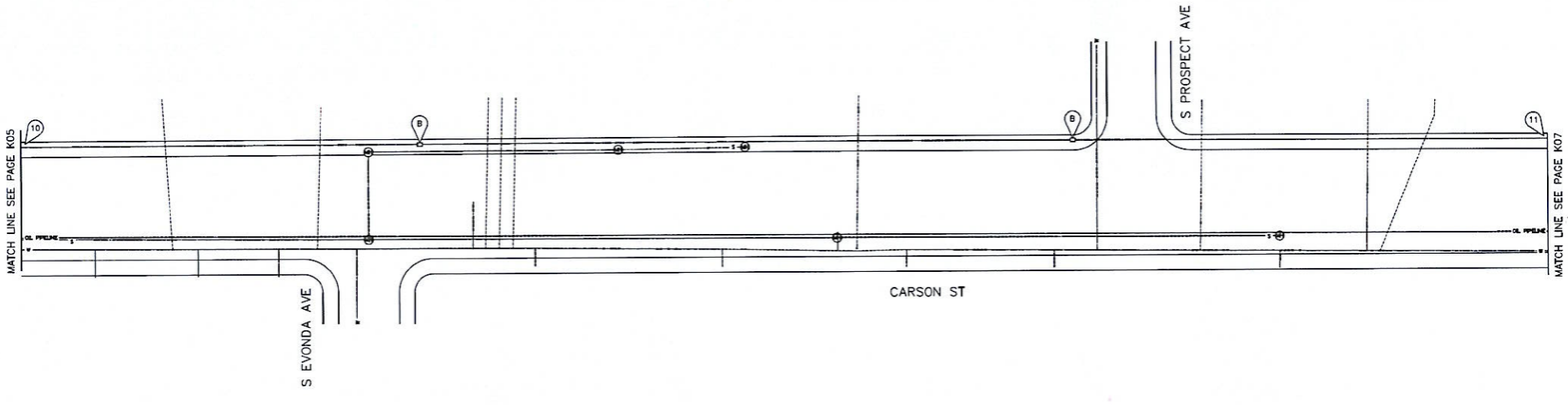
CITY OF CARSON – PARKS PROJECT

DOMINQUEZ PARK

K05
SHEET




## LEGEND

| | |
|---|---|
| FIBER OPTIC | ---------- FO ---------- |
| OIL PIPELINE | --------- OIL PIPELINE --------- |
| SEWER | ---------- S ---------- |
| STORM DRAIN | ---------- SD ---------- |
| WATER | ---------- W ---------- |
| CATCH BASIN | CB |
| MANHOLE | MH |

## CONSTRUCTION NOTES

- (A) PROPOSED NEW 36"x60"x36" PULL BOX ON PAGE B12. COIL 50' OF FIBER.
- (B) INSTALL NEW 24"x36"x24" PULL BOX. COIL 50' OF FIBER.
- (C) SCAN AND CORE EXTERIOR WALL INTO BUILDING'S MPOE/TELEPHONE ROOM. COORDINATE FIBER TERMINATION AND EQUIPMENT WITH CITY OF CARSON I.T. & SECURITY DEPARTMENT.
- (10) (11) DIRECTIONAL BORE 900' AND INSTALL NEW 4" PVC SCHEDULE 80 CONDUIT WITH NEW 432 COUNT FIBRE OPTIC CABLE.

LICENSED PROFESSIONAL ENGINEER
ARTURO MARTINEZ BANNAL
C 38117
CIVIL
STATE OF CALIFORNIA

## BILL OF MATERIALS

| | | THIS PAGE | TOTAL ROUTE |
|---|---|---|---|
| 1. | NEW DIRECTIONAL BORE | 900' | 12,230' |
| 2. | NEW 4" PVC SCHEDULE 80 CONDUIT | 900' | 12,915' |
| 3. | NEW 432 COUNT FIBER OPTIC CABLE | 1,000' | 14,365' |
| 4. | NEW 24"x36"x24" PULL BOX | 2 | 29 |
| 5. | NEW SCAN AND CORE EXTERIOR WALL | 0 | 1 |

GRAPHIC SCALE
0 20 40 80
1 INCH = 40 FEET

CARSON california FUTURE UNLIMITED

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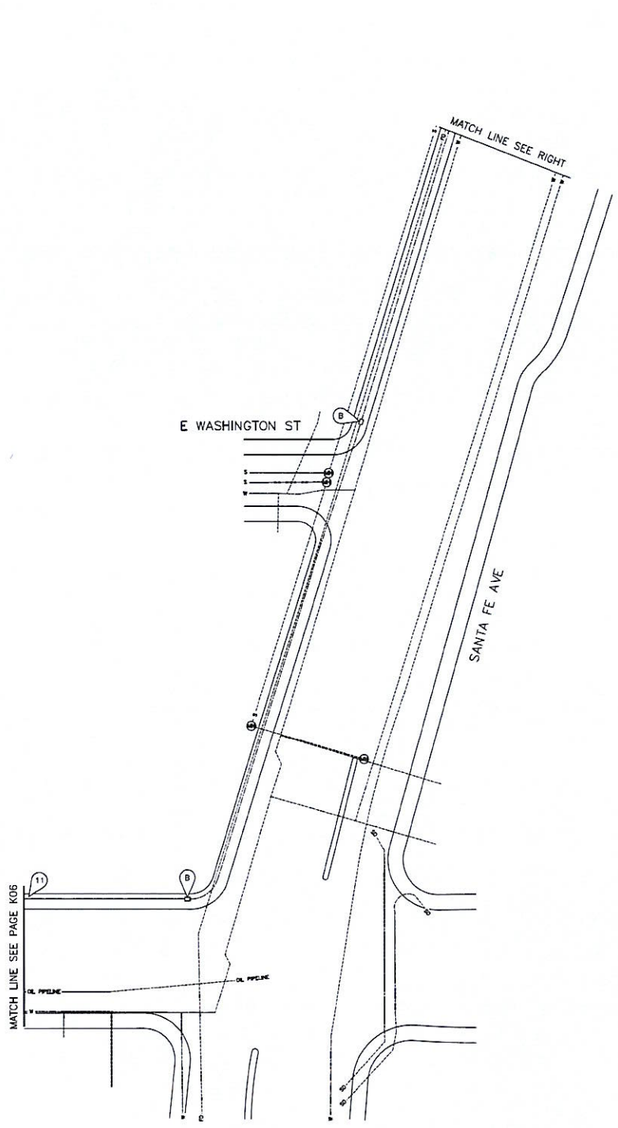
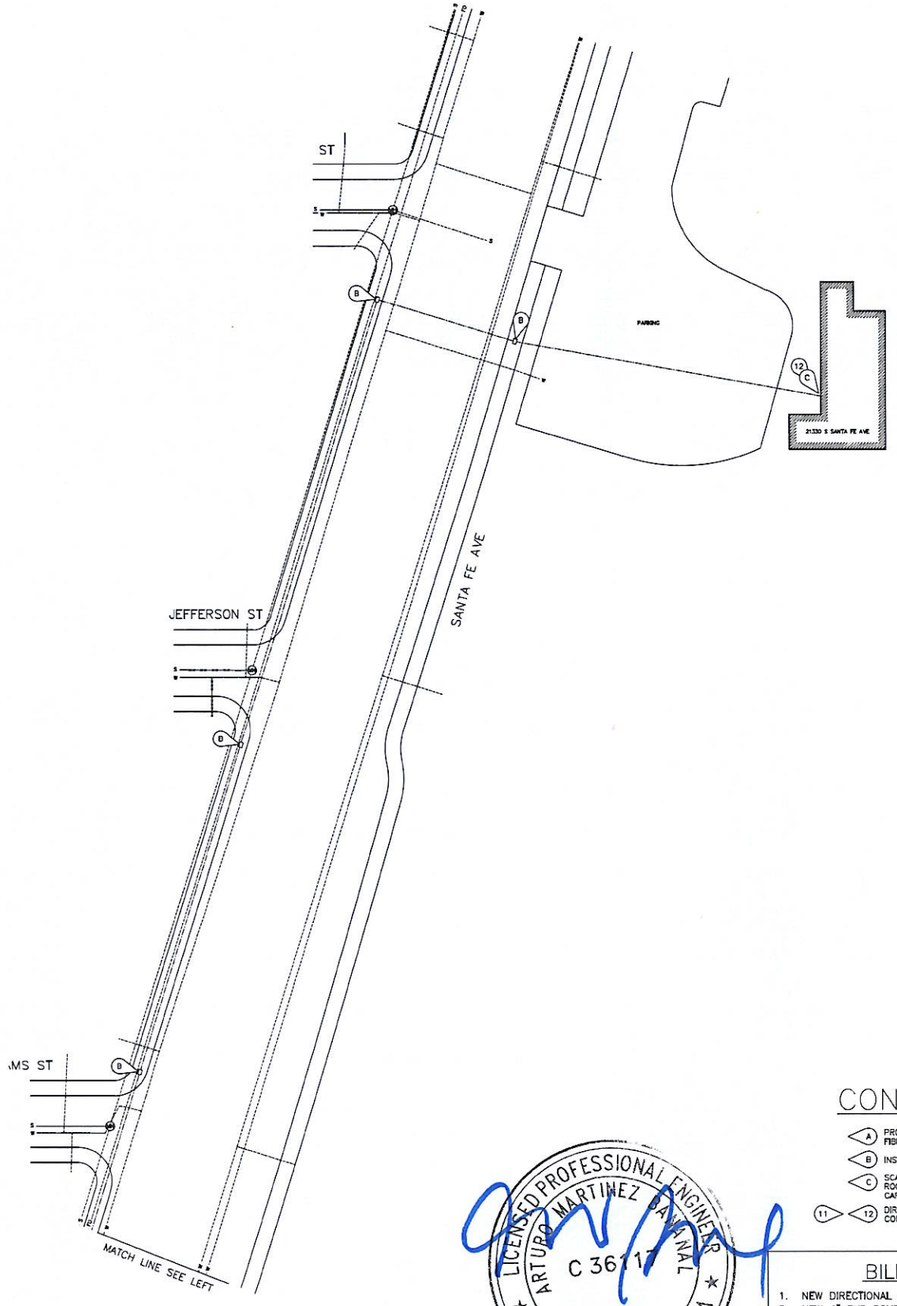
CITY OF CARSON – PARKS PROJECT

DOMINQUEZ PARK

K06
SHEET




## LEGEND

| | |
|---|---|
| FIBER OPTIC | ---------- FO ---------- |
| OIL PIPELINE | --------- OIL PIPELINE --------- |
| SEWER | ---------- S ---------- |
| STORM DRAIN | ---------- SD ---------- |
| WATER | ---------- W ---------- |
| CATCH BASIN | CB |
| MANHOLE | CB |

## CONSTRUCTION NOTES

- (A) PROPOSED NEW 36"x60"x36" PULL BOX ON PAGE B12. COIL 50' OF FIBER.
- (B) INSTALL NEW 24"x36"x24" PULL BOX. COIL 50' OF FIBER.
- (C) SCAN AND CORE EXTERIOR WALL INTO BUILDING'S MPOE/TELEPHONE ROOM. COORDINATE FIBER TERMINATION AND EQUIPMENT WITH CITY OF CARSON I.T. & SECURITY DEPARTMENT.
- (11) (12) DIRECTIONAL BORE 1,420' AND INSTALL NEW 4" PVC SCHEDULE 80 CONDUIT WITH NEW 432 COUNT FIBRE OPTIC CABLE.

LICENSED PROFESSIONAL ENGINEER
ARTURO MARTINEZ DAMIAN
C 36[illegible]
CIVIL
STATE OF CALIFORNIA

### BILL OF MATERIALS

| | | THIS PAGE | TOTAL ROUTE |
|---|---|---|---|
| 1. | NEW DIRECTIONAL BORE | 1,420' | 12,230' |
| 2. | NEW 4" PVC SCHEDULE 80 CONDUIT | 1,420' | 12,915' |
| 3. | NEW 432 COUNT FIBER OPTIC CABLE | 1,720' | 14,365' |
| 4. | NEW 24"x36"x24" PULL BOX | 6 | 29 |
| 5. | NEW SCAN AND CORE EXTERIOR WALL | 1 | 1 |

GRAPHIC SCALE
0 20 40 80
1 INCH = 40 FEET

CARSON california FUTURE UNLIMITED
CITY OF CARSON
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|---|---|---|---|
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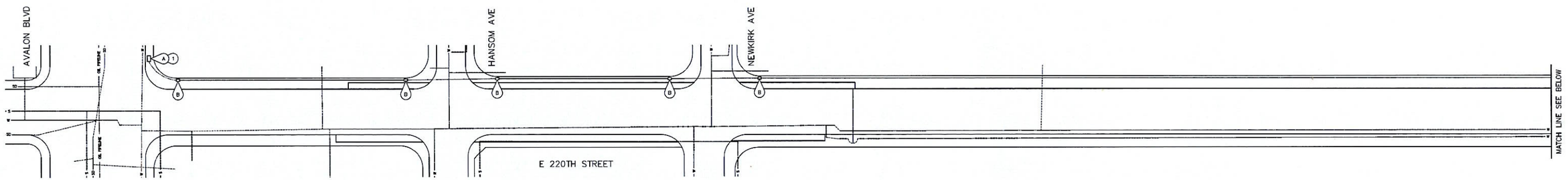
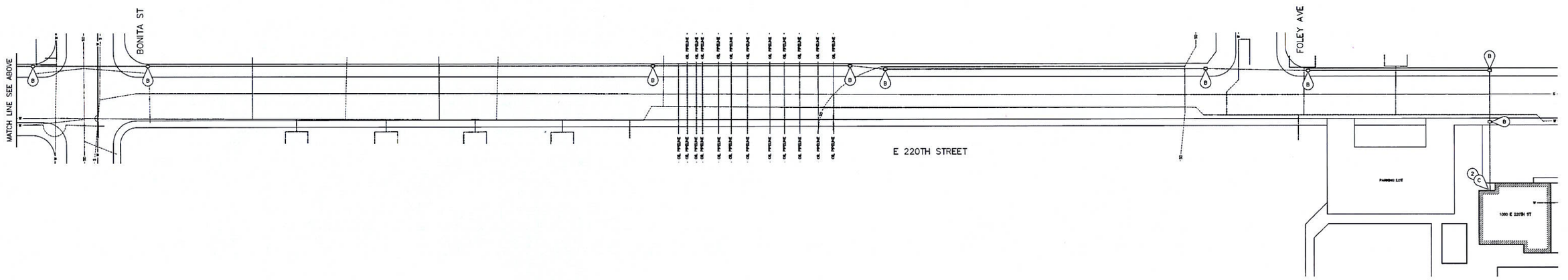
PLANS PREPARED BY:
NORBERT DE LENDORFF
2461 LITTLE ROCK LN
SIMI VALLEY, CA, 93065
TEL: 323-376-0274

CITY OF CARSON – PARKS PROJECT

DOMINQUEZ PARK

K07
SHEET




## LEGEND

| | |
|---|---|
| FIBER OPTIC | ---------- FO ---------- |
| OIL PIPELINE | --------- OIL PIPELINE --------- |
| SEWER | ---------- S ---------- |
| STORM DRAIN | ---------- SD ---------- |
| WATER | ---------- W ---------- |
| CATCH BASIN | (CB) |
| MANHOLE | (MH) |

## CONSTRUCTION NOTES

- (A) PROPOSED NEW 36"x60"x36" PULL BOX ON PAGE B13. COIL 50' OF FIBER.
- (B) INSTALL NEW 24"x36"x24" PULL BOX. COIL 50' OF FIBER.
- (C) SCAN AND CORE EXTERIOR WALL INTO BUILDING'S MPOE/TELEPHONE ROOM. COORDINATE FIBER TERMINATION AND EQUIPMENT WITH CITY OF CARSON I.T. & SECURITY DEPARTMENT.
- (1)-(2) DIRECTIONAL BORE 2,640' AND INSTALL NEW 4" PVC SCHEDULE 80 CONDUIT WITH NEW 432 COUNT FIBRE OPTIC CABLE.

## BILL OF MATERIALS

| | | TOTAL ROUTE |
|---|---|---|
| 1. | NEW DIRECTIONAL BORE | 2,640' |
| 2. | NEW 4" PVC SCHEDULE 80 CONDUIT | 2,640' |
| 3. | NEW 432 COUNT FIBER OPTIC CABLE | 3,390' |
| 4. | NEW 24"x36"x24" PULL BOX | 14 |
| 5. | NEW SCAN AND CORE EXTERIOR WALL | 1 |

LICENSED PROFESSIONAL ENGINEER
ARTURO MARTINEZ PANAMA
C36117
CIVIL
STATE OF CALIFORNIA

GRAPHIC SCALE
0 20 40 80
1 INCH = 40 FEET

CARSON california FUTURE UNLIMITED

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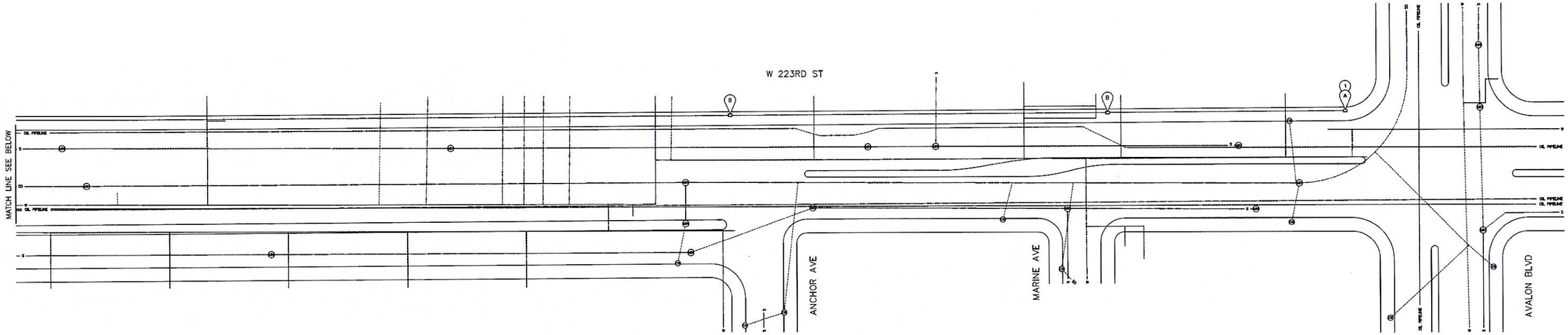
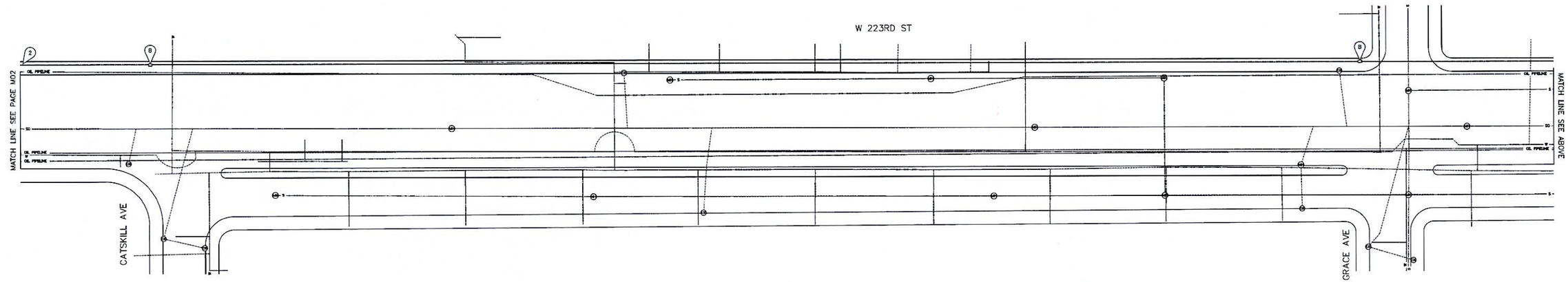
PLANS PREPARED BY:
NORBERT DE LENDORFF
2461 LITTLE ROCK LN
SIMI VALLEY, CA, 93065
TEL: 323-376-0274

CITY OF CARSON – PARKS PROJECT

CALAS PARK

L01
SHEET




## LEGEND

| | |
|---|---|
| FIBER OPTIC | ---------- FO ---------- |
| OIL PIPELINE | ---------- OIL PIPELINE ---------- |
| SEWER | ---------- S ---------- |
| STORM DRAIN | ---------- SD ---------- |
| WATER | ---------- W ---------- |
| CATCH BASIN | CB |
| MANHOLE | MH |

## CONSTRUCTION NOTES

- (A) PROPOSED NEW 36"x60"x36" PULL BOX ON PAGE B14. COIL 50' OF FIBER.
- (B) INSTALL NEW 24"x36"x24" PULL BOX. COIL 50' OF FIBER.
- (C) SCAN AND CORE EXTERIOR WALL INTO BUILDING'S MPOE/TELEPHONE ROOM. COORDINATE FIBER TERMINATION AND EQUIPMENT WITH CITY OF CARSON I.T. & SECURITY DEPARTMENT.
- (1) (2) DIRECTIONAL BORE 2,420' AND INSTALL NEW 4" PVC SCHEDULE 80 CONDUIT WITH NEW 432 COUNT FIBRE OPTIC CABLE.

LICENSED PROFESSIONAL ENGINEER
ARTURO MARTINEZ BANUELOS
C 36117
CIVIL
STATE OF CALIFORNIA

### BILL OF MATERIALS

| | | THIS PAGE | TOTAL ROUTE |
|---|---|---|---|
| 1. | NEW DIRECTIONAL BORE | 2,420' | 5,330' |
| 2. | NEW 4" PVC SCHEDULE 80 CONDUIT | 2,420' | 5,330' |
| 3. | NEW 432 COUNT FIBER OPTIC CABLE | 2,670' | 5,880' |
| 4. | NEW 24"x36"x24" PULL BOX | 4 | 10 |
| 5. | NEW SCAN AND CORE EXTERIOR WALL | 0 | 1 |

GRAPHIC SCALE
0 20 40 80
1 INCH = 40 FEET

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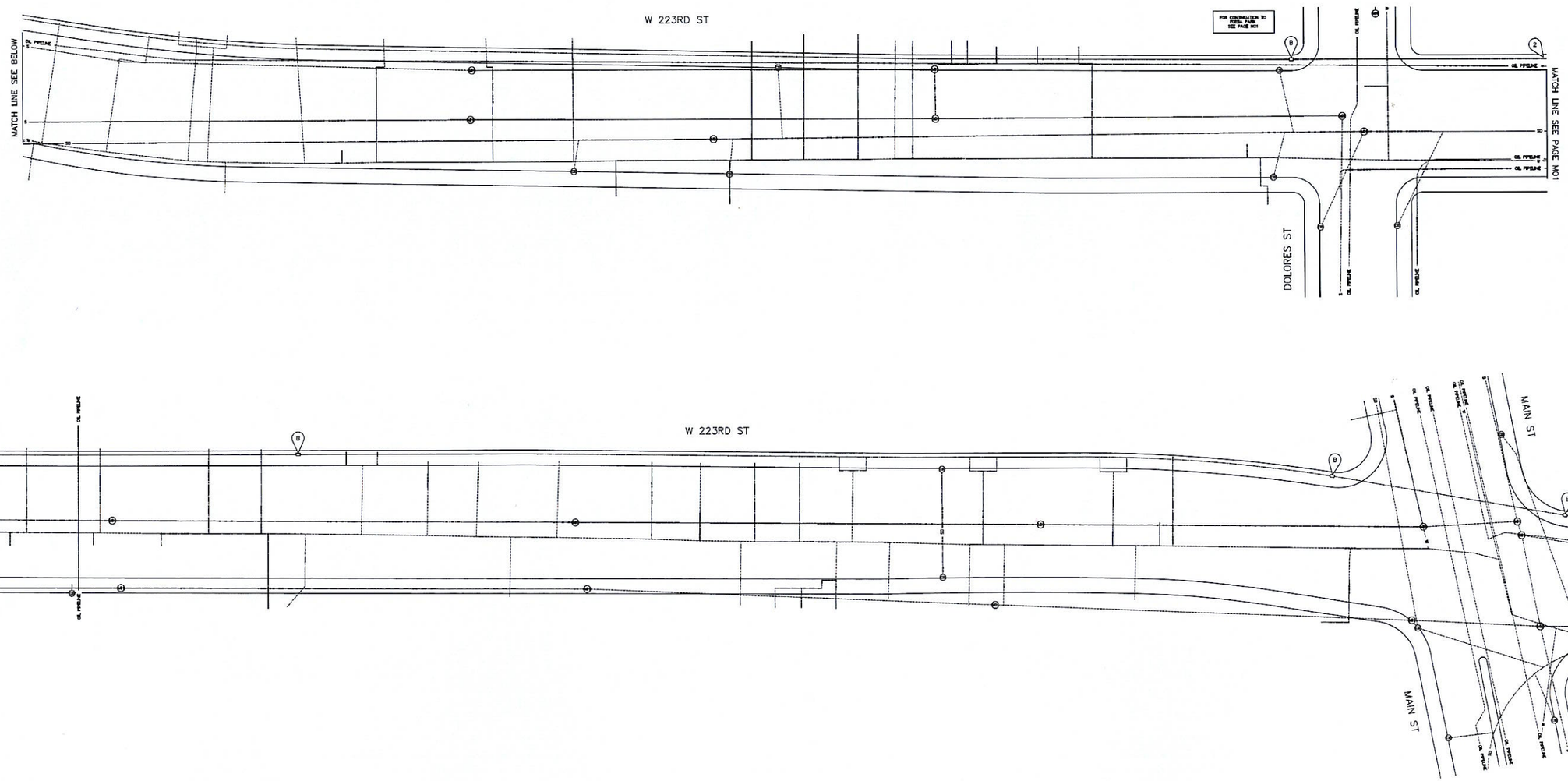
PLANS PREPARED BY:
NORBERT DE LENDORFF
2461 LITTLE ROCK LN
SIMI VALLEY, CA, 93065
TEL: 323-376-0274

CITY OF CARSON – PARKS PROJECT

VETERANS PARK

M01
SHEET




## LEGEND

| | |
|---|---|
| FIBER OPTIC | FO |
| OIL PIPELINE | OIL PIPELINE |
| SEWER | S |
| STORM DRAIN | SD |
| WATER | W |
| CATCH BASIN | CB |
| MANHOLE | MH |

## CONSTRUCTION NOTES

- (A) PROPOSED NEW 36"x60"x36" PULL BOX ON PAGE B14. COIL 50' OF FIBER.
- (B) INSTALL NEW 24"x36"x24" PULL BOX. COIL 50' OF FIBER.
- (C) SCAN AND CORE EXTERIOR WALL INTO BUILDING'S MPOE/TELEPHONE ROOM. COORDINATE FIBER TERMINATION AND EQUIPMENT WITH CITY OF CARSON I.T. & SECURITY DEPARTMENT.
- (2) (3) DIRECTIONAL BORE 2,440' AND INSTALL NEW 4" PVC SCHEDULE 80 CONDUIT WITH NEW 432 COUNT FIBRE OPTIC CABLE.

LICENSED PROFESSIONAL ENGINEER
ARTHUR MARTINEZ BANAL
C 36117
CIVIL
STATE OF CALIFORNIA

## BILL OF MATERIALS

| | | THIS PAGE | TOTAL ROUTE |
|---|---|---|---|
| 1. | NEW DIRECTIONAL BORE | 2,440' | 5,330' |
| 2. | NEW 4" PVC SCHEDULE 80 CONDUIT | 2,440' | 5,330' |
| 3. | NEW 432 COUNT FIBER OPTIC CABLE | 2,640' | 5,880' |
| 4. | NEW 24"x36"x24" PULL BOX | 4 | 10 |
| 5. | NEW SCAN AND CORE EXTERIOR WALL | 0 | 1 |

GRAPHIC SCALE
0 20 40 80
1 INCH = 40 FEET

CARSON california FUTURE UNLIMITED

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|---|---|---|---|
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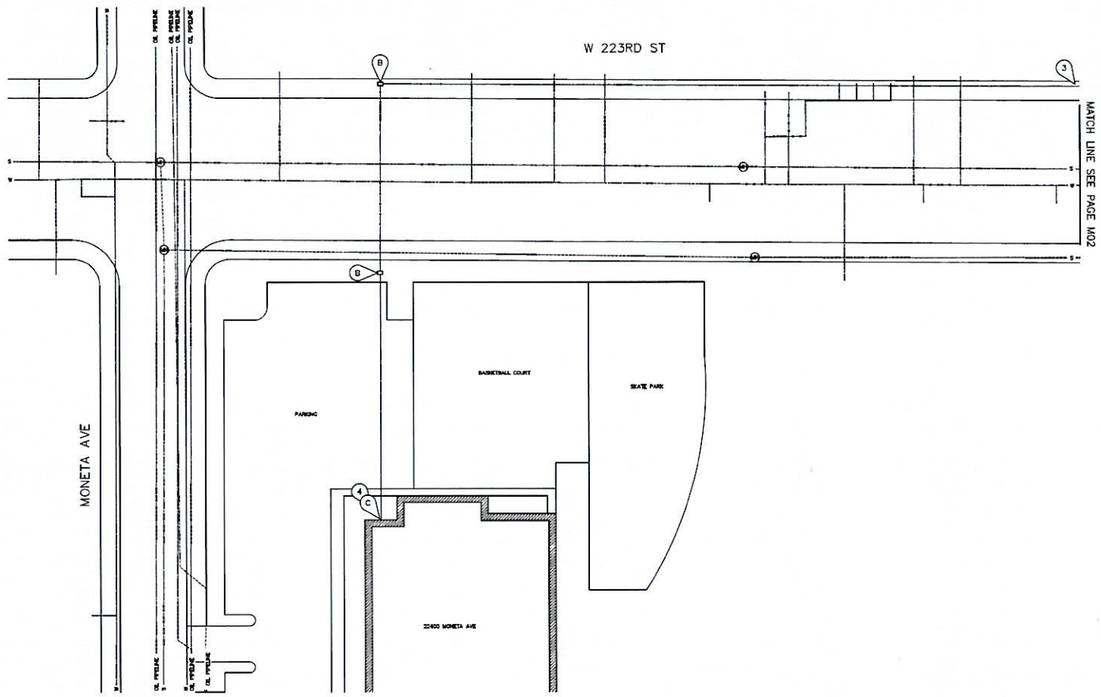
CITY OF CARSON – PARKS PROJECT

VETERANS PARK

M02
SHEET




LICENSED PROFESSIONAL ENGINEER
ARTURO MARTINEZ BANAG
C 36117
CIVIL
STATE OF CALIFORNIA

## LEGEND

| | |
|---|---|
| FIBER OPTIC | ---------- FO ---------- |
| OIL PIPELINE | --------- OIL PIPELINE --------- |
| SEWER | ---------- S ---------- |
| STORM DRAIN | ---------- SD ---------- |
| WATER | ---------- W ---------- |
| CATCH BASIN | CB |
| MANHOLE | CB |

## CONSTRUCTION NOTES

- (A) PROPOSED NEW 36"x60"x36" PULL BOX ON PAGE B14. COIL 50' OF FIBER.
- (B) INSTALL NEW 24"x36"x24" PULL BOX. COIL 50' OF FIBER.
- (C) SCAN AND CORE EXTERIOR WALL INTO BUILDING'S MPOE/TELEPHONE ROOM. COORDINATE FIBER TERMINATION AND EQUIPMENT WITH CITY OF CARSON I.T. & SECURITY DEPARTMENT.
- (3) (4) DIRECTIONAL BORE 470' AND INSTALL NEW 4" PVC SCHEDULE 80 CONDUIT WITH NEW 432 COUNT FIBRE OPTIC CABLE.

| BILL OF MATERIALS | THIS PAGE | TOTAL ROUTE |
|---|---|---|
| 1. NEW DIRECTIONAL BORE | 470' | 5,330' |
| 2. NEW 4" PVC SCHEDULE 80 CONDUIT | 470' | 5,330' |
| 3. NEW 432 COUNT FIBER OPTIC CABLE | 570' | 5,880' |
| 4. NEW 24"x36"x24" PULL BOX | 2 | 10 |
| 5. NEW SCAN AND CORE EXTERIOR WALL | 1 | 1 |

GRAPHIC SCALE
0 20 40 80
1 INCH = 40 FEET

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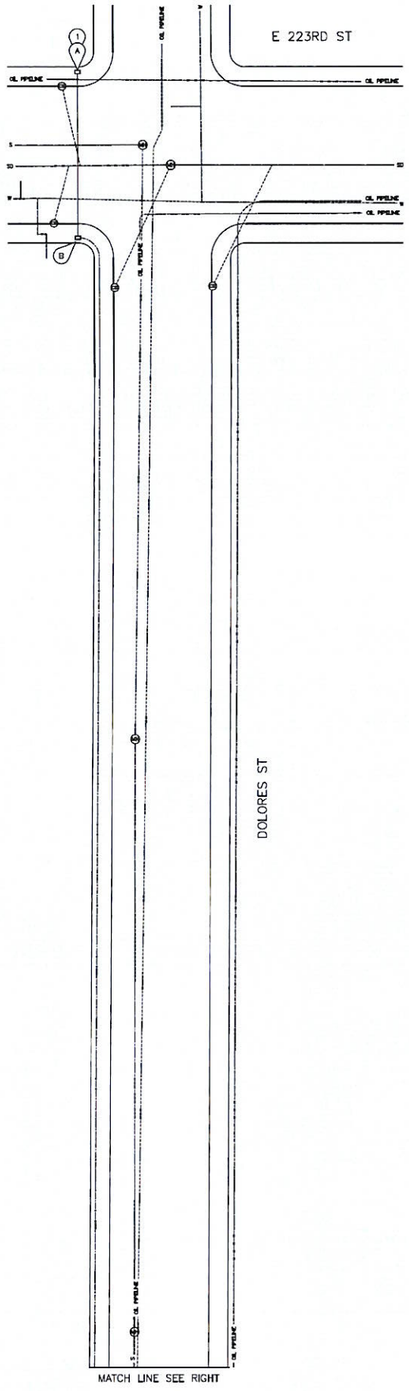
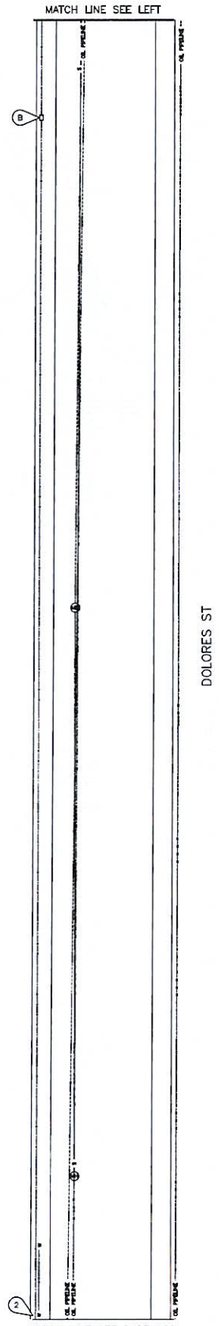
CITY OF CARSON – PARKS PROJECT

VETERANS PARK

M03
SHEET




## LEGEND

| | |
|---|---|
| FIBER OPTIC | ---------- FO ---------- |
| OIL PIPELINE | --------- OIL PIPELINE --------- |
| SEWER | ---------- S ---------- |
| STORM DRAIN | ---------- SD ---------- |
| WATER | ---------- W ---------- |
| CATCH BASIN | (CB) |
| MANHOLE | (MH) |

LICENSED PROFESSIONAL ENGINEER
ARTURO MARTINEZ BANUAL
C 36117
CIVIL
STATE OF CALIFORNIA

## CONSTRUCTION NOTES

- (A) PROPOSED NEW 24"x36"x24" PULL BOX ON PAGE M02. COIL 50' OF FIBER.
- (B) INSTALL NEW 24"x36"x24" PULL BOX. COIL 50' OF FIBER.
- (C) SCAN AND CORE EXTERIOR WALL INTO BUILDING'S MPOE/TELEPHONE ROOM. COORDINATE FIBER TERMINATION AND EQUIPMENT WITH CITY OF CARSON I.T. & SECURITY DEPARTMENT.
- (1) (2) DIRECTIONAL BORE 1,540' AND INSTALL NEW 4" PVC SCHEDULE 80 CONDUIT WITH NEW 432 COUNT FIBRE OPTIC CABLE.

## BILL OF MATERIALS

| | | THIS PAGE | TOTAL ROUTE |
|---|---|---|---|
| 1. | NEW DIRECTIONAL BORE | 1,540' | 4,450' |
| 2. | NEW 4" PVC SCHEDULE 80 CONDUIT | 1,540' | 4,450' |
| 3. | NEW 432 COUNT FIBER OPTIC CABLE | 1,690' | 4,950' |
| 4. | NEW 24"x36"x24" PULL BOX | 2 | 9 |
| 5. | NEW SCAN AND CORE EXTERIOR WALL | 0 | 1 |

GRAPHIC SCALE
0 20 40 80
1 INCH = 40 FEET

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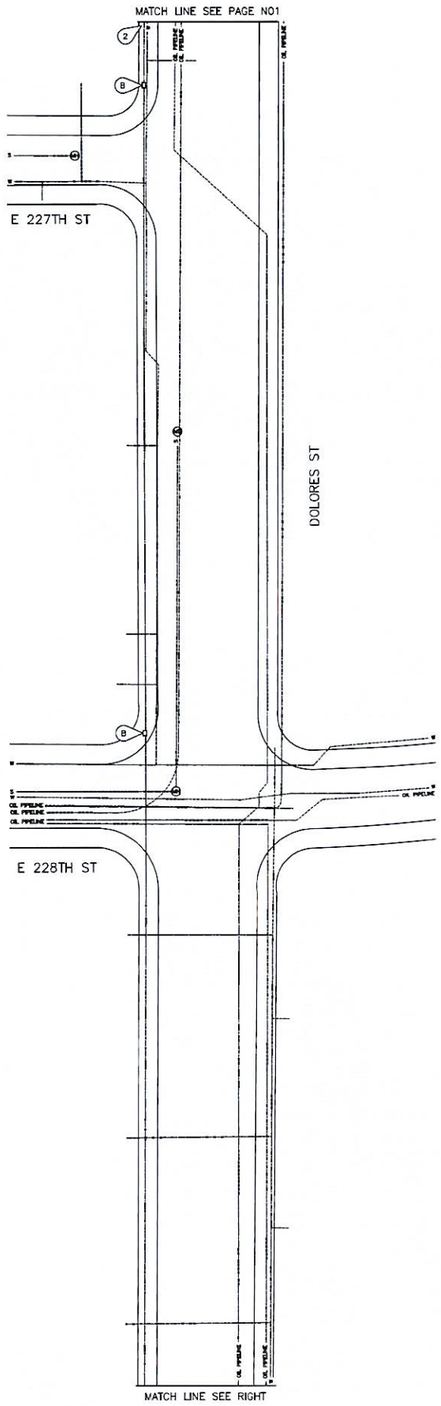
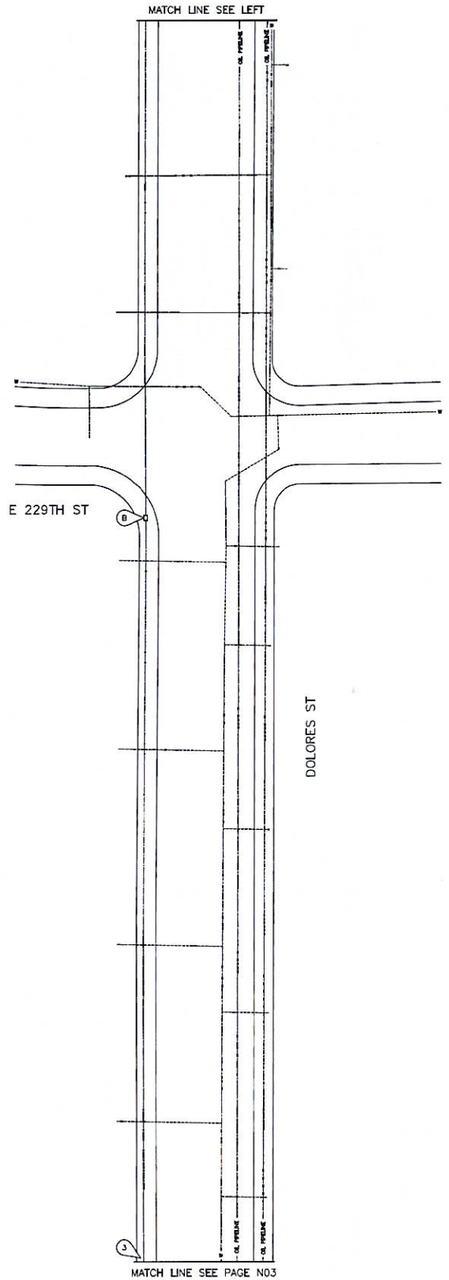
CITY OF CARSON – PARKS PROJECT

FOISIA PARK

NO1
SHEET




## LEGEND

| | |
|---|---|
| FIBER OPTIC | ---------- FO ---------- |
| OIL PIPELINE | ---------- OIL PIPELINE ---------- |
| SEWER | ---------- S ---------- |
| STORM DRAIN | ---------- SD ---------- |
| WATER | ---------- W ---------- |
| CATCH BASIN | CB |
| MANHOLE | MH |

## CONSTRUCTION NOTES

- (A) PROPOSED NEW 36"x60"x36" PULL BOX ON PAGE N02. COIL 50' OF FIBER.
- (B) INSTALL NEW 24"x36"x24" PULL BOX. COIL 50' OF FIBER.
- (C) SCAN AND CORE EXTERIOR WALL INTO BUILDING'S MPOE/TELEPHONE ROOM. COORDINATE FIBER TERMINATION AND EQUIPMENT WITH CITY OF CARSON I.T. & SECURITY DEPARTMENT.
- (2) (3) DIRECTIONAL BORE 1,540' AND INSTALL NEW 4" PVC SCHEDULE 80 CONDUIT WITH NEW 432 COUNT FIBRE OPTIC CABLE.

## BILL OF MATERIALS

| | | THIS PAGE | TOTAL ROUTE |
|---|---|---|---|
| 1. | NEW DIRECTIONAL BORE | 1,540' | 4,450' |
| 2. | NEW 4" PVC SCHEDULE 80 CONDUIT | 1,540' | 4,450' |
| 3. | NEW 432 COUNT FIBER OPTIC CABLE | 1,690' | 4,950' |
| 4. | NEW 24"x36"x24" PULL BOX | 3 | 9 |
| 5. | NEW SCAN AND CORE EXTERIOR WALL | 0 | 1 |

LICENSED PROFESSIONAL ENGINEER
ARTURO MARTINEZ BANANAL
C 36117
CIVIL
STATE OF CALIFORNIA

GRAPHIC SCALE
0 20 40 80
1 INCH = 40 FEET

CARSON california FUTURE UNLIMITED
CITY OF CARSON
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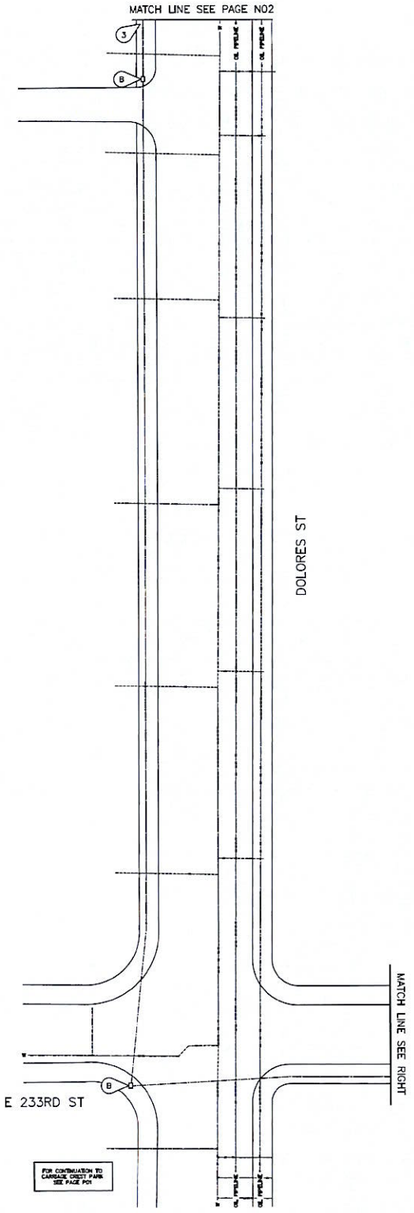
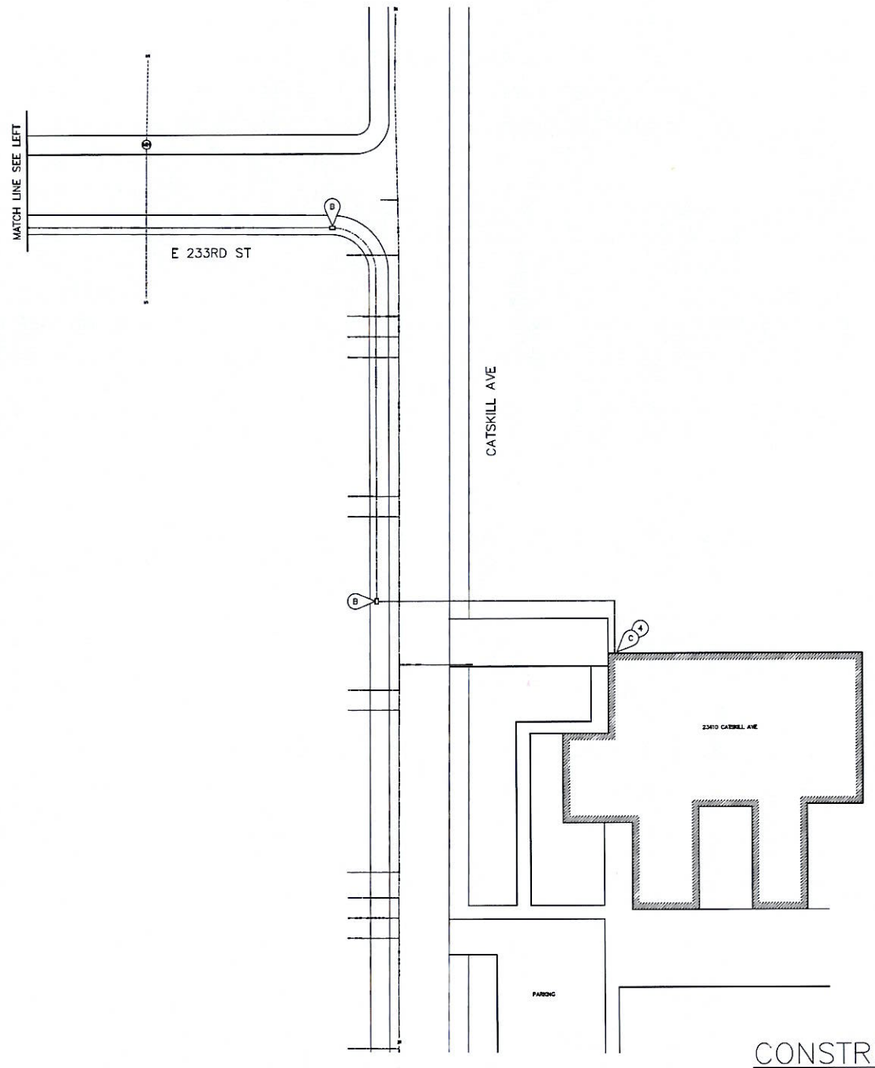
CITY OF CARSON – PARKS PROJECT

FOISIA PARK

N02
SHEET




## LEGEND

| | |
|---|---|
| FIBER OPTIC | ---------- FO ---------- |
| OIL PIPELINE | --------- OIL PIPELINE --------- |
| SEWER | ---------- S ---------- |
| STORM DRAIN | ---------- SD ---------- |
| WATER | ---------- W ---------- |
| CATCH BASIN | CB |
| MANHOLE | MH |

## CONSTRUCTION NOTES

- (A) PROPOSED NEW 36"x60"x36" PULL BOX ON PAGE M02. COIL 50' OF FIBER.
- (B) INSTALL NEW 24"x36"x24" PULL BOX. COIL 50' OF FIBER.
- (C) SCAN AND CORE EXTERIOR WALL INTO BUILDING'S MPOE/TELEPHONE ROOM. COORDINATE FIBER TERMINATION AND EQUIPMENT WITH CITY OF CARSON I.T. & SECURITY DEPARTMENT.
- (3)(4) DIRECTIONAL BORE 1,370' AND INSTALL NEW 4" PVC SCHEDULE 80 CONDUIT WITH NEW 432 COUNT FIBRE OPTIC CABLE.

## BILL OF MATERIALS

| | | THIS PAGE | TOTAL ROUTE |
|---|---|---|---|
| 1. | NEW DIRECTIONAL BORE | 1,370' | 4,450' |
| 2. | NEW 4" PVC SCHEDULE 80 CONDUIT | 1,370' | 4,450' |
| 3. | NEW 432 COUNT FIBER OPTIC CABLE | 1,570' | 4,950' |
| 4. | NEW 24"x36"x24" PULL BOX | 4 | 9 |
| 5. | NEW SCAN AND CORE EXTERIOR WALL | 1 | 1 |

LICENSED PROFESSIONAL ENGINEER
ARTURO MARTINEZ BANUELOS
C 56117
CIVIL
STATE OF CALIFORNIA

GRAPHIC SCALE
0 20 40 80
1 INCH = 40 FEET

CARSON california FUTURE UNLIMITED

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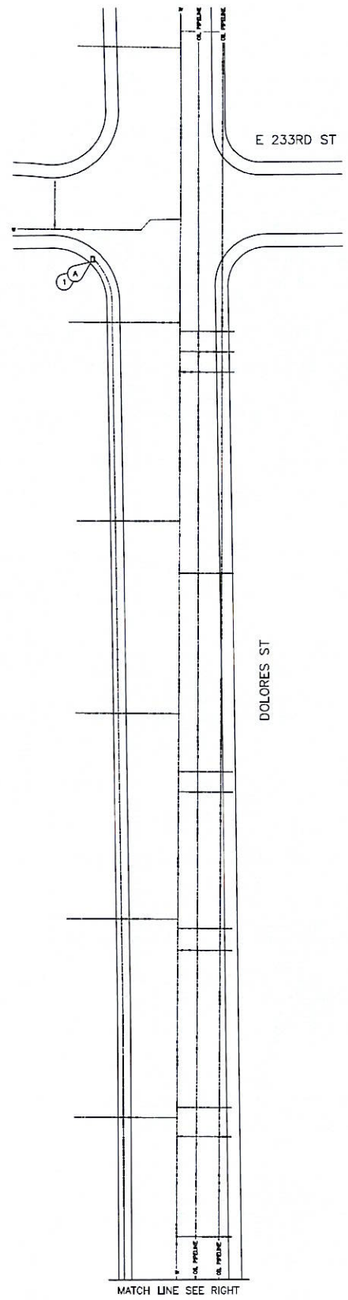
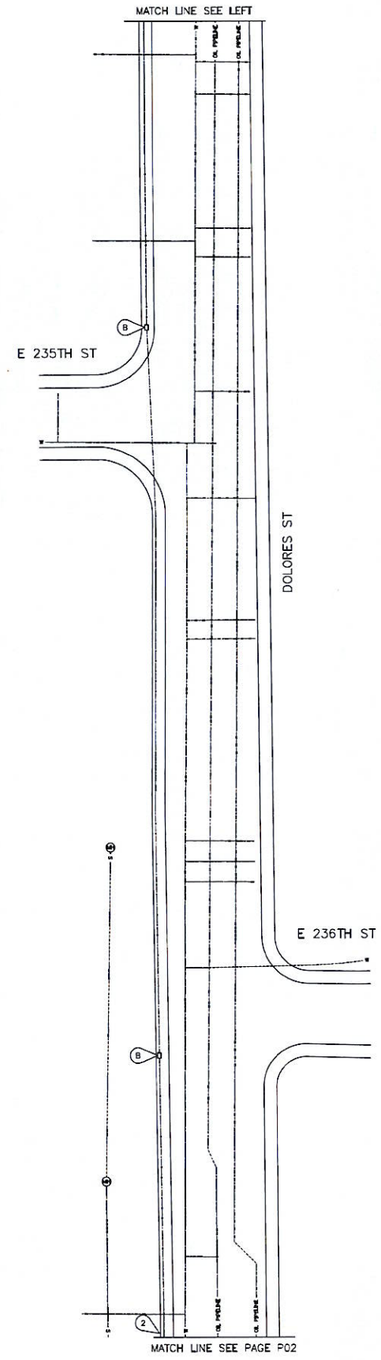
CITY OF CARSON – PARKS PROJECT

FOISIA PARK

N03
SHEET




## LEGEND

| | |
|---|---|
| FIBER OPTIC | FO |
| OIL PIPELINE | OIL PIPELINE |
| SEWER | S |
| STORM DRAIN | SD |
| WATER | W |
| CATCH BASIN | CB |
| MANHOLE | MH |

## CONSTRUCTION NOTES

- (A) PROPOSED NEW 24"x36"x24" PULL BOX ON PAGE N03. COIL 50' OF FIBER.
- (B) INSTALL NEW 24"x36"x24" PULL BOX. COIL 50' OF FIBER.
- (C) SCAN AND CORE EXTERIOR WALL INTO BUILDING'S MPOE/TELEPHONE ROOM. COORDINATE FIBER TERMINATION AND EQUIPMENT WITH CITY OF CARSON I.T. & SECURITY DEPARTMENT.
- (1)(2) DIRECTIONAL BORE 1,380' AND INSTALL NEW 4" PVC SCHEDULE 80 CONDUIT WITH NEW 432 COUNT FIBRE OPTIC CABLE.

## BILL OF MATERIALS

| | | THIS PAGE | TOTAL ROUTE |
|---|---|---|---|
| 1. | NEW DIRECTIONAL BORE | 1,380' | 7,410' |
| 2. | NEW 4" PVC SCHEDULE 80 CONDUIT | 1,380' | 7,410' |
| 3. | NEW 432 COUNT FIBER OPTIC CABLE | 1,530' | 8,010' |
| 4. | NEW 24"x36"x24" PULL BOX | 2 | 11 |
| 5. | NEW SCAN AND CORE EXTERIOR WALL | 0 | 1 |

LICENSED PROFESSIONAL ENGINEER
ARTURO MARTINEZ BATANAL
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CIVIL
STATE OF CALIFORNIA

GRAPHIC SCALE
0 20 40 80
1 INCH = 40 FEET

CARSON california FUTURE UNLIMITED

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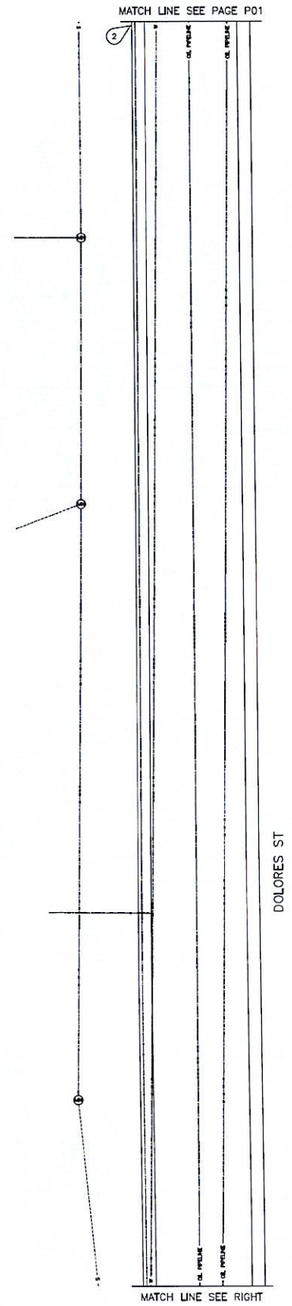
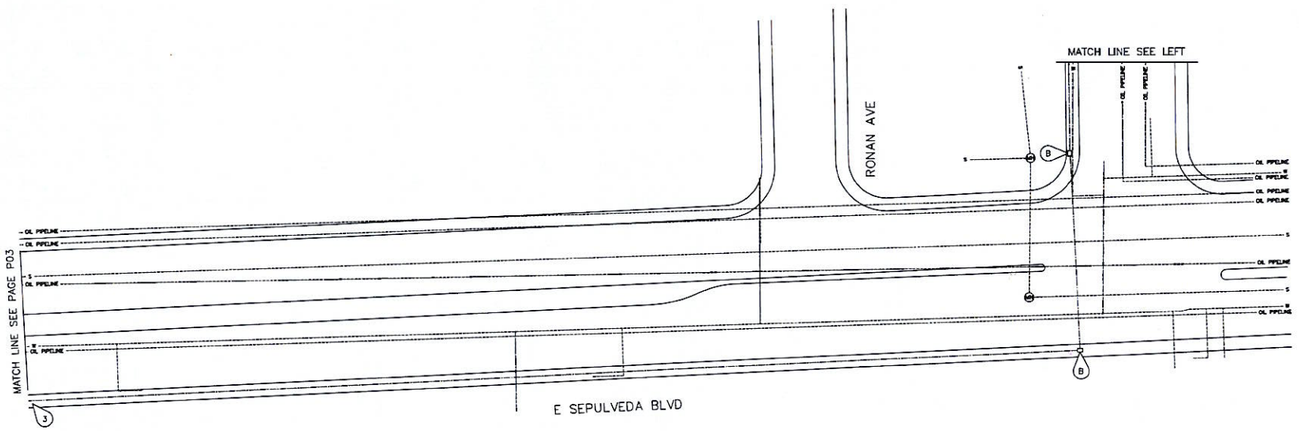
2461 LITTLE ROCK LN
SIMI VALLEY, CA. 93065
TEL: 323-376-0274

CITY OF CARSON – PARKS PROJECT

CARRIAGE CREST PARK

P01
SHEET




## LEGEND

| | |
|---|---|
| FIBER OPTIC | FO |
| OIL PIPELINE | OIL PIPELINE |
| SEWER | S |
| STORM DRAIN | SD |
| WATER | W |
| CATCH BASIN | CB |
| MANHOLE | MH |

LICENSED PROFESSIONAL ENGINEER
ARTURO MARTINEZ BANUELOS
C 36117
CIVIL
STATE OF CALIFORNIA

## CONSTRUCTION NOTES

- (A) PROPOSED NEW 24"x36"x24" PULL BOX ON PAGE N03. COIL 50' OF FIBER.
- (B) INSTALL NEW 24"x36"x24" PULL BOX. COIL 50' OF FIBER.
- (C) SCAN AND CORE EXTERIOR WALL INTO BUILDING'S MPOE/TELEPHONE ROOM. COORDINATE FIBER TERMINATION AND EQUIPMENT WITH CITY OF CARSON I.T. & SECURITY DEPARTMENT.
- (2) (3) DIRECTIONAL BORE 1,540' AND INSTALL NEW 4" PVC SCHEDULE 80 CONDUIT WITH NEW 432 COUNT FIBRE OPTIC CABLE.

## BILL OF MATERIALS

| | | THIS PAGE | TOTAL ROUTE |
|---|---|---|---|
| 1. | NEW DIRECTIONAL BORE | 1,540' | 7,410' |
| 2. | NEW 4" PVC SCHEDULE 80 CONDUIT | 1,540' | 7,410' |
| 3. | NEW 432 COUNT FIBER OPTIC CABLE | 1,640' | 8,010' |
| 4. | NEW 24"x36"x24" PULL BOX | 2 | 11 |
| 5. | NEW SCAN AND CORE EXTERIOR WALL | 0 | 1 |

GRAPHIC SCALE
0 20 40 80
1 INCH = 40 FEET

CARSON california FUTURE UNLIMITED

CITY OF CARSON
INFORMATION TECHNOLOGY & SECURITY DEPARTMENT
701 E. CARSON ST, B-30, CARSON, CA, 90745
TEL: 310-952-1734
FAX: 310-549-7562

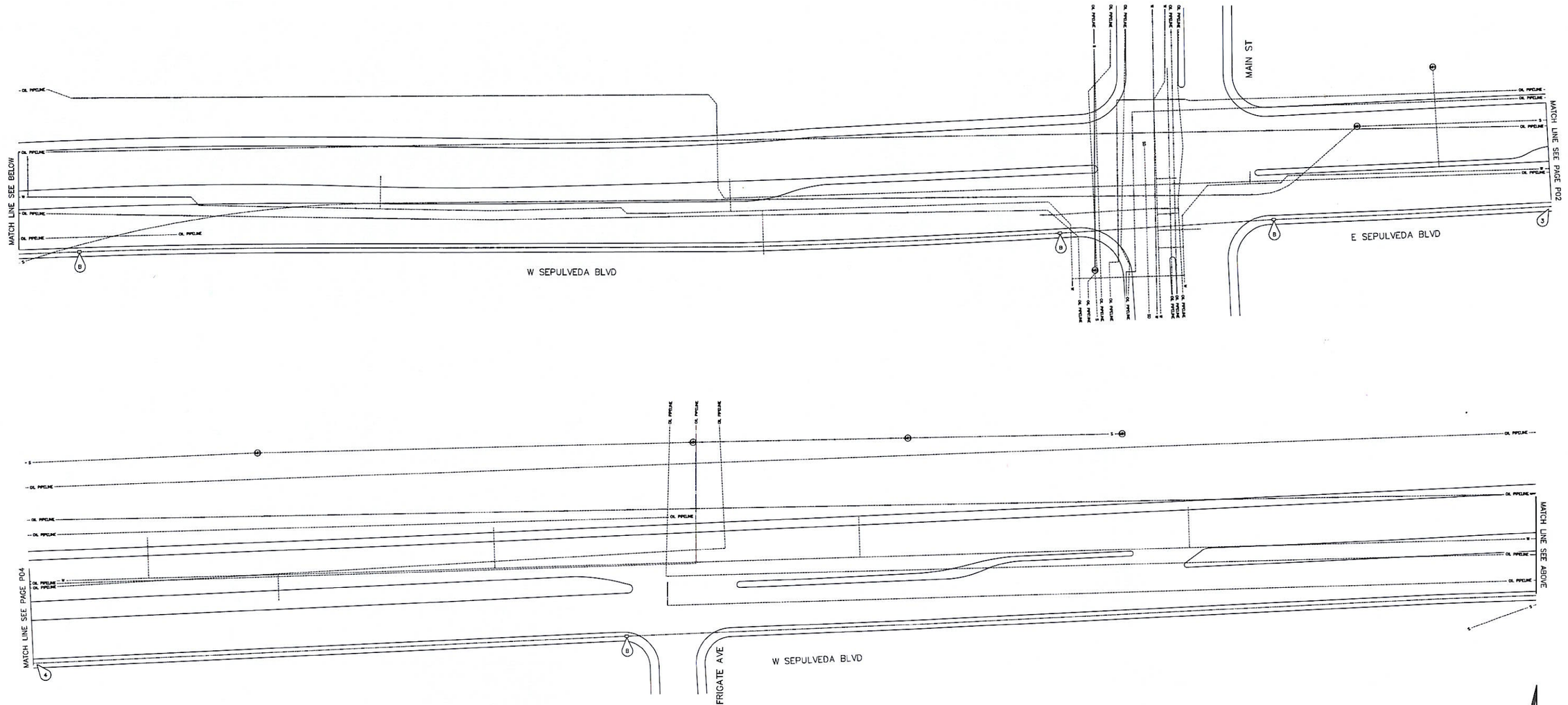
| No. | DATE | REVISIONS | BY |
|---|---|---|---|
| 0 | 08-01-24 | ISSUED FOR REVIEW | ML |

PLANS PREPARED BY:
NORBERT DE LENDORFF
2461 LITTLE ROCK LN
SIMI VALLEY, CA, 93065
TEL: 323-376-0274

CITY OF CARSON – PARKS PROJECT

CARRIAGE CREST PARK

P02
SHEET




## LEGEND

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| FIBER OPTIC | FO |
| OIL PIPELINE | OIL PIPELINE |
| SEWER | S |
| STORM DRAIN | SD |
| WATER | W |
| CATCH BASIN | CB |
| MANHOLE | MH |

LICENSED PROFESSIONAL ENGINEER
ARTURO MARTINEZ BENAVAL
C 36117
CIVIL
STATE OF CALIFORNIA

## CONSTRUCTION NOTES

- (A) PROPOSED NEW 24"x36"x24" PULL BOX ON PAGE N03. COIL 50' OF FIBER.
- (B) INSTALL NEW 24"x36"x24" PULL BOX. COIL 50' OF FIBER.
- (C) SCAN AND CORE EXTERIOR WALL INTO BUILDING'S MPOE/TELEPHONE ROOM. COORDINATE FIBER TERMINATION AND EQUIPMENT WITH CITY OF CARSON I.T. & SECURITY DEPARTMENT.
- (3) (4) DIRECTIONAL BORE 2,920' AND INSTALL NEW 4" PVC SCHEDULE 80 CONDUIT WITH NEW 432 COUNT FIBRE OPTIC CABLE.

## BILL OF MATERIALS

| | | THIS PAGE | TOTAL ROUTE |
|---|---|---|---|
| 1. | NEW DIRECTIONAL BORE | 2,920' | 7,410' |
| 2. | NEW 4" PVC SCHEDULE 80 CONDUIT | 2,920' | 7,410' |
| 3. | NEW 432 COUNT FIBER OPTIC CABLE | 3,120' | 8,010' |
| 4. | NEW 24"x36"x24" PULL BOX | 4 | 11 |
| 5. | NEW SCAN AND CORE EXTERIOR WALL | 0 | 1 |

GRAPHIC SCALE
0 20 40 80
1 INCH = 40 FEET

CARSON california FUTURE UNLIMITED

CITY OF CARSON
INFORMATION TECHNOLOGY & SECURITY DEPARTMENT
701 E. CARSON ST, B-30, CARSON, CA, 90745
TEL: 310-952-1734
FAX: 310-549-7562

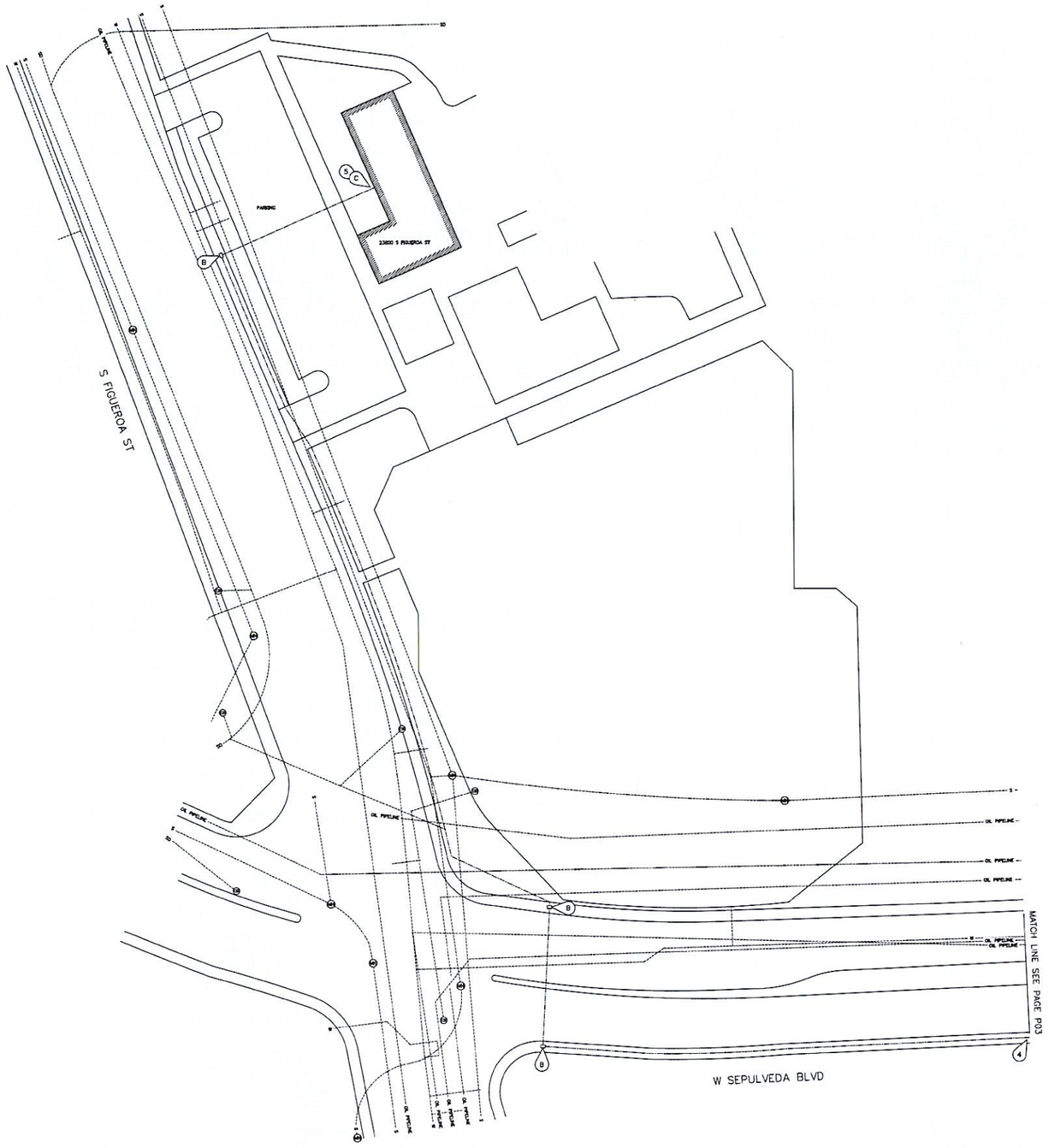
| No | DATE | REVISIONS | BY |
|---|---|---|---|
| 0 | 05-01-24 | ISSUED FOR REVIEW | ML |

PLANS PREPARED BY:
NORBERT DE LENDORFF
2461 LITTLE ROCK LN
SIMI VALLEY, CA, 93065
TEL: 323-376-0274

CITY OF CARSON – PARKS PROJECT

CARRIAGE CREST PARK

P03
SHEET

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| FIBER OPTIC | ---------- FO ---------- |
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| SEWER | ---------- S ---------- |
| STORM DRAIN | ---------- SD ---------- |
| WATER | ---------- W ---------- |
| CATCH BASIN | CB |
| MANHOLE | MH |

## CONSTRUCTION NOTES

- (A) PROPOSED NEW 24"x36"x24" PULL BOX ON PAGE N03. COIL 50' OF FIBER.
- (B) INSTALL NEW 24"x36"x24" PULL BOX. COIL 50' OF FIBER.
- (C) SCAN AND CORE EXTERIOR WALL INTO BUILDING'S MPOE/TELEPHONE ROOM. COORDINATE FIBER TERMINATION AND EQUIPMENT WITH CITY OF CARSON I.T. & SECURITY DEPARTMENT.
- (4) (5) DIRECTIONAL BORE 1,570' AND INSTALL NEW 4" PVC SCHEDULE 80 CONDUIT WITH NEW 432 COUNT FIBRE OPTIC CABLE.

## BILL OF MATERIALS

| | | THIS PAGE | TOTAL ROUTE |
|---|---|---|---|
| 1. | NEW DIRECTIONAL BORE | 1,570' | 7,410' |
| 2. | NEW 4" PVC SCHEDULE 80 CONDUIT | 1,570' | 7,410' |
| 3. | NEW 432 COUNT FIBER OPTIC CABLE | 1,720' | 8,010' |
| 4. | NEW 24"x36"x24" PULL BOX | 3 | 11 |
| 5. | NEW SCAN AND CORE EXTERIOR WALL | 1 | 1 |

LICENSED PROFESSIONAL ENGINEER
ARTURO MARTINEZ BANUELOS
C 36117
CIVIL
STATE OF CALIFORNIA

GRAPHIC SCALE
0 20 40 80
1 INCH = 40 FEET

CARSON california FUTURE UNLIMITED

CITY OF CARSON
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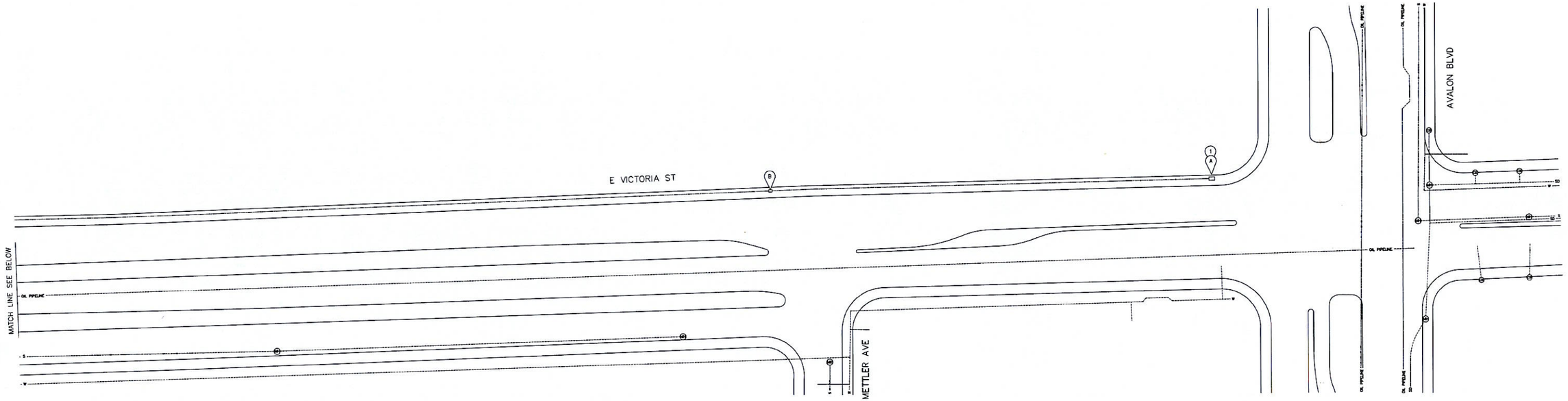
| No. | DATE | REVISIONS | BY |
|---|---|---|---|
| 0 | 06-07-24 | ISSUED FOR REVIEW | NL |

PLANS PREPARED BY:
NORBERT DE LENDORFF
2461 LITTLE ROCK LN
SIMI VALLEY, CA, 93065
TEL: 323-376-0274

CITY OF CARSON – PARKS PROJECT

CARRIAGE CREST PARK

P04
SHEET




## LEGEND

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| FIBER OPTIC | FO |
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| SEWER | S |
| STORM DRAIN | SD |
| WATER | W |
| CATCH BASIN | CB |
| MANHOLE | CB |

## CONSTRUCTION NOTES

- (A) PROPOSED NEW 36"x60"x36" PULL BOX ON PAGE B04. COIL 50' OF FIBER.
- (B) INSTALL NEW 24"x36"x24" PULL BOX. COIL 50' OF FIBER.
- (C) SCAN AND CORE EXTERIOR WALL INTO BUILDING'S MPOE/TELEPHONE ROOM. COORDINATE FIBER TERMINATION AND EQUIPMENT WITH CITY OF CARSON I.T. & SECURITY DEPARTMENT.
- (1) (2) DIRECTIONAL BORE 1,870' AND INSTALL NEW 4" PVC SCHEDULE 80 CONDUIT WITH NEW 432 COUNT FIBRE OPTIC CABLE.
- (2) (3) INSTALL 110' OF NEW 4" PVC SCHEDULE 80 CONDUIT WITH NEW 432 COUNT FIBRE OPTIC CABLE. STRAP TO SIDE OF BRIDGE.
- (3) (4) DIRECTIONAL BORE 340' AND INSTALL NEW 4" PVC SCHEDULE 80 CONDUIT WITH NEW 432 COUNT FIBRE OPTIC CABLE.

LICENSED PROFESSIONAL ENGINEER
ARTURO MARTINEZ BARAJAS
C 36117
CIVIL
STATE OF CALIFORNIA

## BILL OF MATERIALS

| | | THIS PAGE | TOTAL ROUTE |
|---|---|---|---|
| 1. | NEW DIRECTIONAL BORE | 2,210' | 5,200' |
| 2. | NEW 4" PVC SCHEDULE 80 CONDUIT | 2,320' | 5,310' |
| 3. | NEW 432 COUNT FIBER OPTIC CABLE | 2,570' | 5,960' |
| 4. | NEW 24"x36"x24" PULL BOX | 4 | 12 |
| 5. | NEW SCAN AND CORE EXTERIOR WALL | 0 | 1 |

GRAPHIC SCALE
0 20 40 80
1 INCH = 40 FEET

CARSON california FUTURE UNLIMITED

CITY OF CARSON
INFORMATION TECHNOLOGY & SECURITY DEPARTMENT
701 E. CARSON ST, B-30, CARSON, CA, 90745
TEL: 310-952-1734
FAX: 310-549-7562

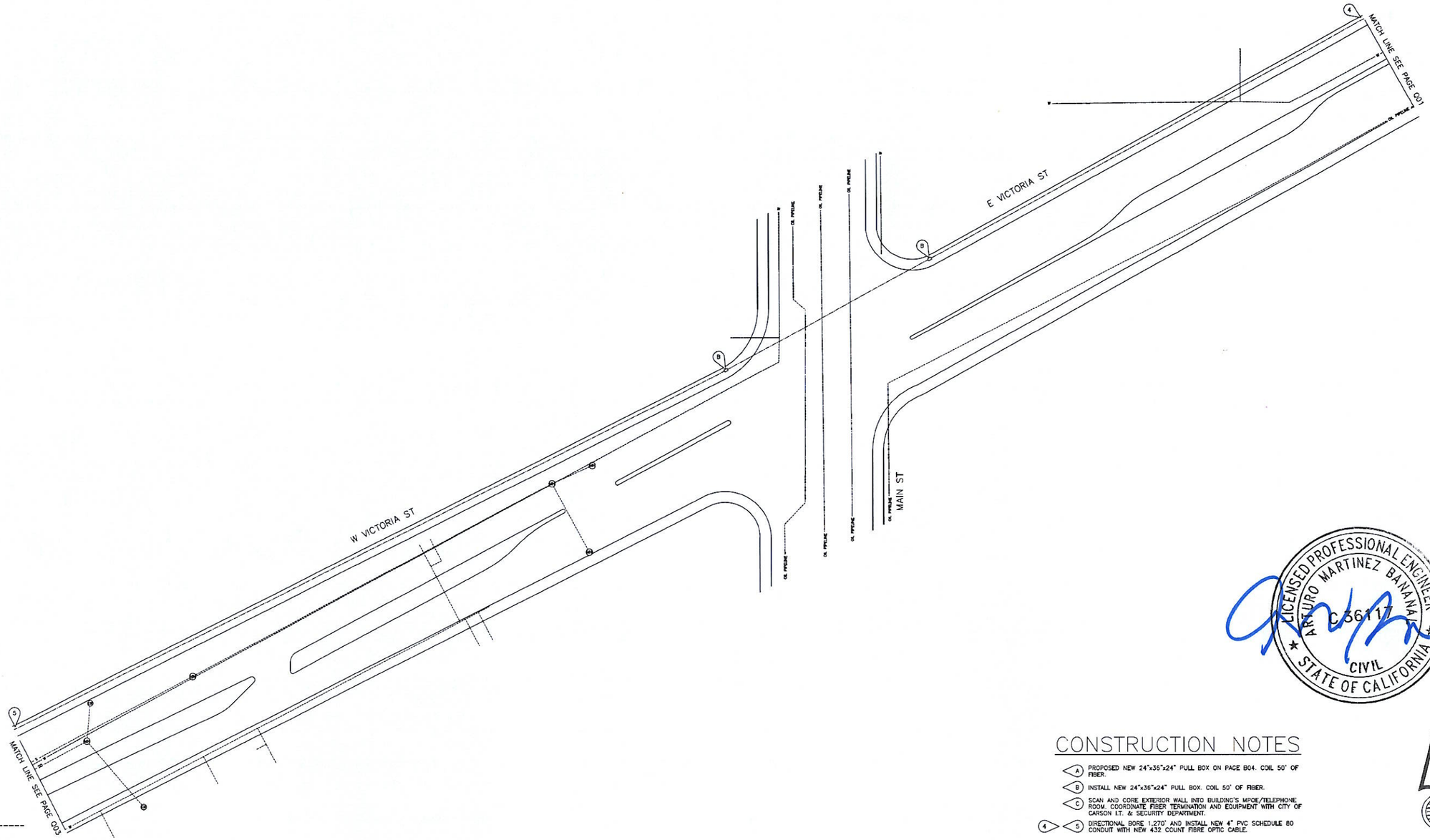
| No. | DATE | REVISIONS | BY |
|---|---|---|---|
| 0 | 06-01-24 | ISSUED FOR REVIEW | NL |

PLANS PREPARED BY:
NORBERT DE LENDORFF
2461 LITTLE ROCK LN
SIMI VALLEY, CA, 93065
TEL: 323-376-0274

CITY OF CARSON – PARKS PROJECT

CITY YARDS

Q01
SHEET

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| FIBER OPTIC | ---------- FO ---------- |
| OIL PIPELINE | --------- OIL PIPELINE --------- |
| SEWER | ---------- S ---------- |
| STORM DRAIN | ---------- SD ---------- |
| WATER | ---------- W ---------- |
| CATCH BASIN | CB |
| MANHOLE | MH |

## CONSTRUCTION NOTES

- (A) PROPOSED NEW 24"x36"x24" PULL BOX ON PAGE B04. COIL 50' OF FIBER.
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- (4) (5) DIRECTIONAL BORE 1,270' AND INSTALL NEW 4" PVC SCHEDULE 80 CONDUIT WITH NEW 432 COUNT FIBRE OPTIC CABLE.

## BILL OF MATERIALS

| | | THIS PAGE | TOTAL ROUTE |
|---|---|---|---|
| 1. | NEW DIRECTIONAL BORE | 1,270' | 5,200' |
| 2. | NEW 4" PVC SCHEDULE 80 CONDUIT | 1,270' | 5,310' |
| 3. | NEW 432 COUNT FIBER OPTIC CABLE | 1,370' | 5,960' |
| 4. | NEW 24"x36"x24" PULL BOX | 2 | 12 |
| 5. | NEW SCAN AND CORE EXTERIOR WALL | 0 | 1 |

LICENSED PROFESSIONAL ENGINEER
ARTURO MARTINEZ BANANA
C 36117
CIVIL
STATE OF CALIFORNIA

GRAPHIC SCALE
0 20 40 80
1 INCH = 40 FEET

CARSON california FUTURE UNLIMITED

CITY OF CARSON
INFORMATION TECHNOLOGY & SECURITY DEPARTMENT
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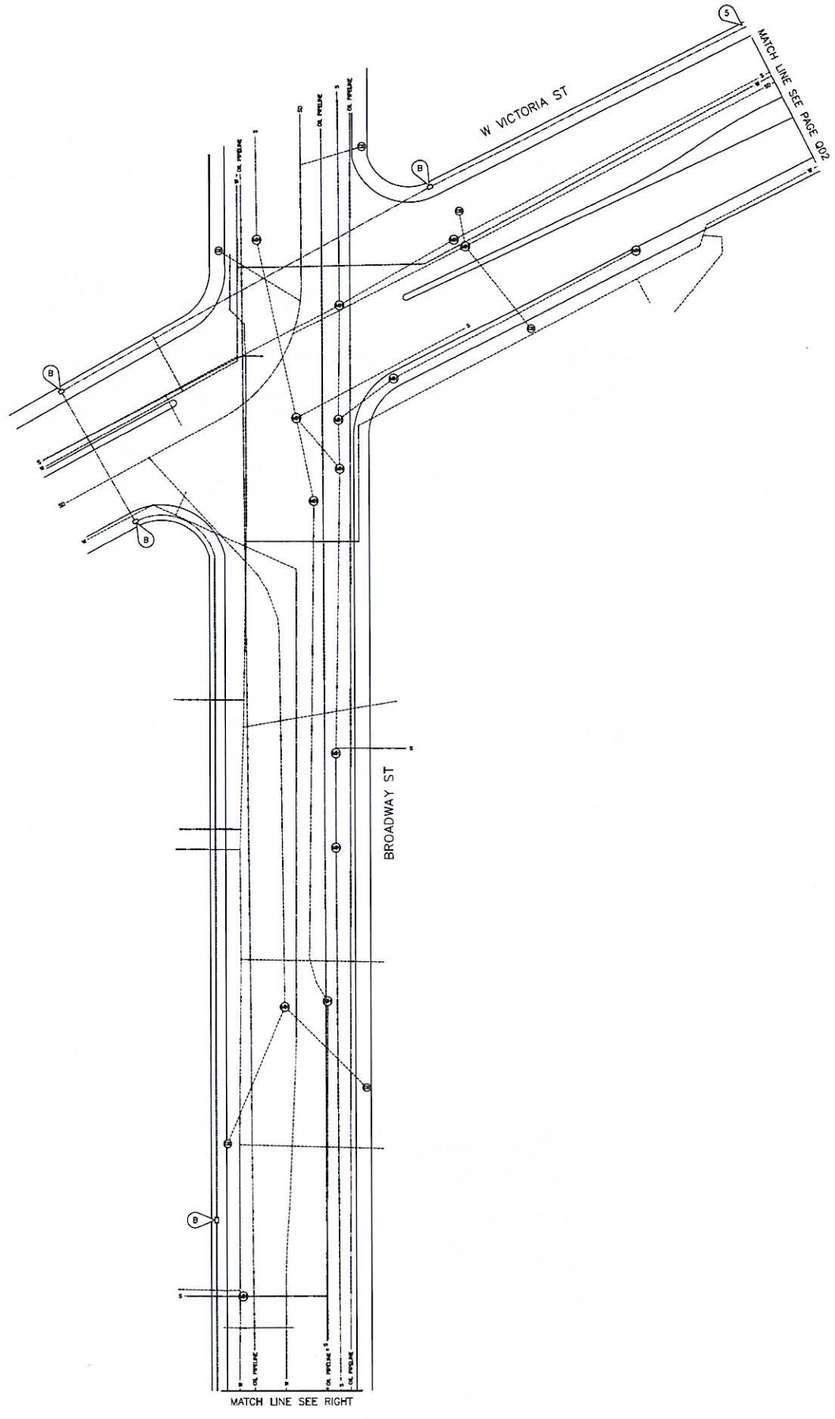
| No. | DATE | REVISIONS | BY |
|---|---|---|---|
| 0 | 09-07-24 | ISSUED FOR REVIEW | ML |

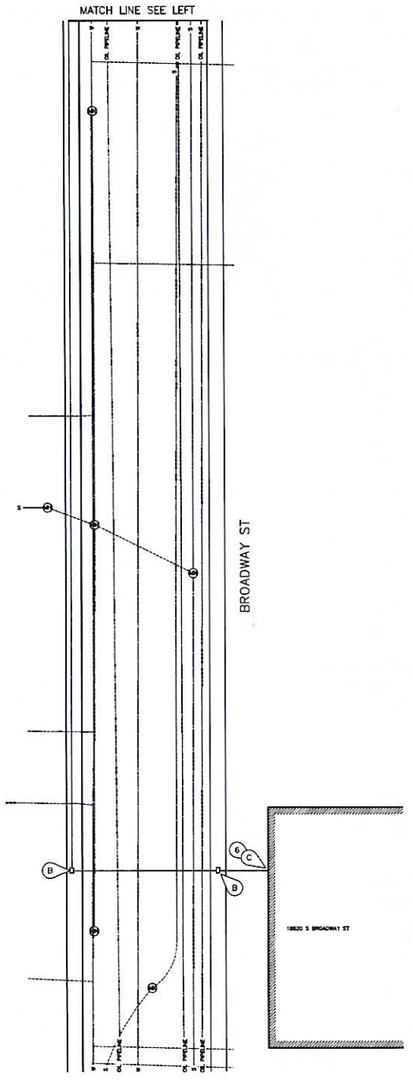
PLANS PREPARED BY:
NORBERT DE LENDORFF
2461 LITTLE ROCK LN
SIMI VALLEY, CA, 93065
TEL: 323-376-0274

CITY OF CARSON – PARKS PROJECT

CITY YARDS

Q02
SHEET




## LEGEND

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| FIBER OPTIC | FO |
| OIL PIPELINE | OIL PIPELINE |
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| STORM DRAIN | SD |
| WATER | W |
| CATCH BASIN | CB |
| MANHOLE | MH |

## CONSTRUCTION NOTES

- (A) PROPOSED NEW 24"x36"x24" PULL BOX ON PAGE B04. COIL 50' OF FIBER.
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- (5) (6) DIRECTIONAL BORE 1,720' AND INSTALL NEW 4" PVC SCHEDULE 80 CONDUIT WITH NEW 432 COUNT FIBRE OPTIC CABLE.

## BILL OF MATERIALS

| | | THIS PAGE | TOTAL ROUTE |
|---|---|---|---|
| 1. | NEW DIRECTIONAL BORE | 1,720' | 5,200' |
| 2. | NEW 4" PVC SCHEDULE 80 CONDUIT | 1,720' | 5,310' |
| 3. | NEW 432 COUNT FIBER OPTIC CABLE | 2,020' | 5,960' |
| 4. | NEW 24"x36"x24" PULL BOX | 6 | 12 |
| 5. | NEW SCAN AND CORE EXTERIOR WALL | 1 | 1 |

LICENSED PROFESSIONAL ENGINEER
ARTURO MARTINEZ BANAG
C 30117
CIVIL
STATE OF CALIFORNIA

GRAPHIC SCALE
0 20 40 80
1 INCH = 40 FEET

CARSON california FUTURE UNLIMITED

CITY OF CARSON
INFORMATION TECHNOLOGY & SECURITY DEPARTMENT
701 E. CARSON ST, B-30, CARSON, CA, 90745
TEL: 310-952-1734
FAX: 310-549-7562

| No. | DATE | REVISIONS | BY |
|---|---|---|---|
| 0 | 06-07-24 | ISSUED FOR REVIEW | NL |

PLANS PREPARED BY:
NORBERT DE LENDORFF
2461 LITTLE ROCK LN
SIMI VALLEY, CA, 93065
TEL: 323-376-0274

CITY OF CARSON – PARKS PROJECT

CITY YARDS

Q03
SHEET

# Report to Honorable Mayor and City Council

Tuesday, March 18, 2025, 5:00 PM

CONSENT 18.

To: Honorable Mayor and City Council

From: Jacob Collins, Assistant Planner CD Administration

Subject: CONSIDER APPROVING RESOLUTION NO. 25-030 AUTHORIZING SUBMITTAL OF APPLICATIONS AND DECLARING THE CITY'S INTENTION TO APPLY FOR SOCIAL AND ENVIRONMENTAL ENTREPRENEURS, INC'S EPA EJ THRIVING COMMUNITIES SUBGRANT (CITY COUNCIL)

## I. SUMMARY

This action authorizes staff to apply for the Social and Environmental Entrepreneurs, Inc's (SEE) EPA Environmental Justice Thriving Communities Subgrant program to address various brownfield redevelopment needs after completion of initial environmental assessment. By applying for funding opportunities, the City is implementing adopted City policies pertaining to brownfields and environmental remediation. These policies include, but are not limited to, the following:

- ***Resolution No. 22-068*** - This resolution declared the City's intention to formally prioritize the remediation and development of vacant, environmentally challenged properties in the City and develop a comprehensive economic development ordinance to facilitate remediation and development of contaminated properties.
- ***Carson 2040 General Plan Community Health & Environmental Justice Element, Policy CHE-G-6*** - "Explore opportunities and seek funding to remediate and redevelop brownfields as sites to spur economic development, expand natural open spaces and parks, community gardens, and other similar health-promoting community revitalization activities, particularly in under-served neighborhoods."
- **Economic Development Strategic Plan, Strategy 6.E -** "Partner with property owners to assess, investigate, and clean-up contaminated sites, establishing Carson as a "national best-practices leader" in brownfield remediation and redevelopment."

If awarded, an anticipated amount of $150,000 to $350,000 per grant may be utilized for brownfield assessment, brownfield planning tasks, and development activities related to brownfield sites. Awarded amounts are based on a tier system that depends on the complexity of the Project. Up to $150,000 may be granted to 'Tier 1' assessment projects that involve tasks such as sampling, testing, or monitoring a site's conditions. Up to $250,000 may be granted to 'Tier 2' planning projects that involve tasks such as re-use planning, community outreach, or vacant lot cleanup. Lastly, up to $350,000 may be granted to 'Tier 3' project development tasks such as blueprint development, project implementation, or permit acquisition. City staff is currently evaluating multiple projects for competitiveness under application guidelines including cleanup of vacant brownfield lots around the city, implementation of a brownfield workforce development program, and planning and development tasks for Friendship Mini Park expansion.

The funding source for this grant program is federal US EPA. With changes to the federal administration, this program may impacted. However, at this time, the application remains open and grant technical assistance providers are encouraging submission of applications.

## II. RECOMMENDATION

**TAKE** the following action:

1. **WAIVE** further reading and **ADOPT** Resolution No. 25-030 , "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AUTHORIZING SUBMITTAL OF APPLICATIONS AND DECLARING THE CITY'S INTENTION TO APPLY FOR SOCIAL AND ENVIRONMENTAL ENTREPRENEURS, INC'S EPA ENVIRONMENTAL JUSTICE THRIVING COMMUNITIES SUBGRANT"

## III. ALTERNATIVES

**TAKE** another action the City Council deems appropriate.

## IV. BACKGROUND

Environmental Justice Thriving Communities Grantmaking (TCGM) Program

The adoption of Resolution No. 25-030 authorizes the submittal of applications for funding from Social and Environmental Entrepreneurs, a 'grantmaker' partnered with the United States Environmental Protection Agency (EPA). The estimated total funding available for grants under this funding opportunity is approximately $50 million for Region 9 (California, Hawaii, Nevada, Arizona). Each grant ranges from $150,000 to $350,000 and will be disbursed on a rolling-basis over the next three years. Given the need to address environmental justice in Carson, staff expects to submit more than one application. This funding opportunity will serve to help address brownfields remediation and the redevelopment needs post initial environmental assessment.

City of Carson Brownfields Program

City staff has received and is currently managing five brownfield grants worth a total of $1.69 Million. Approximately $1.19 Million was granted through the Department of Toxic Resource's (DTSC) Equitable Community Revitalization Grant (ECRG) and the remaining $500,000 was granted through a EPA's Multipurpose, assessment, revolving loan funds, and cleanup (MARC) grant.

Over $400,000 of these funds are being allocated to investigate sites around the City including the Sywest Development, Carriage Crest Park, and Housing Authority property at the southeast corner of Figueroa and Carson Street.

In addition to actively conducting investigations, City staff is working to increase capacity for outreach and marketing for these grants. A contract has been entered into with California State of University, Dominguez Hills (CSUDH) to help foster public-private partnerships with Brownfields property owners around the City and inform the community about the progress being made in brownfield redevelopment in the City of Carson. CSUDH is also assisting with the creation of a Brownfields Advisory Committee that will help guide staff make grant related decisions in line with relevant State and Federal guidelines.

The Brownfield Program includes community-wide assessment funding that can be used for investigation/assessment of properties all around the City. These investigations will assist both property owners interested in re-developing or selling their property for re-development as well as developers looking to purchase underutilized property in Carson for redevelopment.

In addition to the above mentioned grants, the City submitted an additional application in late 2024 for additional funding through the EPA's MARC grant to establish a Revolving Loan Fund (RLF). This grant would provide further assistance to property owners and developers that might need to remediate their property before moving forward with redevelopment. Staff expects to receive a decision on funding for this grant from EPA by the end of Spring 2025.

If awarded, the TCGM Program will greatly enhance the brownfield redevelopment process by making grant funds available to develop brownfield sites post environmental assessment. This may include environmental clean up and the development of plans.

## V. FISCAL IMPACT

None at this time. Should the City receive the award, the potential grant allocation to the City for the (TCGM) Program will range from $150,000 to $350,000 per grant, or up to $750,000 if applications for the three tiers are successful.

## VI. EXHIBITS

1. Resolution No. 25-030

**Attachments**

Exhibit No. 1 - Resolution No. 25-030 SEE EJ Grants.pdf

**RESOLUTION NO. 25-030**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AUTHORIZING SUBMITTAL OF APPLICATION(S) AND DECLARING THE CITY'S INTENTION TO APPLY FOR SOCIAL AND ENVIRONMENTAL ENTREPRENEUR'S (SEE), INC'S REGION 9 EJ THRIVING COMMUNITIES SUBGRANT (CITY COUNCIL)**

**WHEREAS,** the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA") was amended by the Small Business Liability Relief and Brownfields Revitalization Act in 2002 to include Section 104(k), which provides federal financial assistance for brownfields revitalization, including grants for assessment, cleanup, and revolving loan funds; and

**WHEREAS,** the Brownfields Utilization, Investment, and Local Development (BUILD) Act (Public Law 115-141) enacted in 2018 reauthorized the Brownfields Program of the Environmental Protection Agency ("EPA") and made additional amendments to CERCLA that affect EPA's brownfield grant authorities, and ownership and liability provisions; and

**WHEREAS**, the Federal Inflation Reduction Act of 2022 authorized the creation of the EPA's Environmental Justice Thriving Communities Grantmaking Program, through which the EPA granted 600 million dollars to 11 selected Grantmakers to distribute via subgrants to provide environmental justice funding to local communities; and

**WHEREAS**, In December 2023, EPA selected Social and Environmental Entrepreneurs ("SEE"), Inc., to serve as the Grantmaker for California's EPA Region 9; and

**WHEREAS,** the City of Carson ("City") is an eligible local government for Region 9 EJ Thriving Communities Grant program funds; and

**WHEREAS**, on April 19, 2022, the City adopted Resolution No. 22-068 formally declaring the City's policy of prioritizing: 1) the remediation and development of environmentally challenged properties within the City, 2) Economic Development Programs facilitating such remediation and development, and 3) City cooperation with the property owners of environmentally challenged sites; and

**WHEREAS**, on September 19, 2023, the City adopted its first Economic Development Strategic Plan which under Strategy 6.E calls for the development of partnerships with property owners to assess, investigate, and clean up contaminated sites, establishing Carson as a "national best-practices leader" in brownfield remediation and redevelopment; and

**WHEREAS,** to further the City's policies of prioritizing remediation and development of environmentally challenged properties within the City, the City intends on submitting one or more applications for funding under the Region 9 EJ Thriving Communities Grant; and

**WHEREAS**, SEE may approve Region 9 EJ Thriving Communities Grant funding for the City, subject to the terms and conditions of the Program Guidelines, Grant Agreements, and other program related contracts between EPA, SEE, and the City.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CARSON, DOES HEREBY RESOLVE AS FOLLOWS:**

**1. Recitals.** The City Council finds and determines that all the foregoing recitals are true and correct and incorporated herein.

**2. Approval.** The City Council hereby authorizes the City Manager, or his/her designee, to apply for the Region 9 EJ Thriving Communities Grant Program and execute an application or applications as well as any other documents necessary to secure funding from the Region 9 EJ Thriving Communities Grant Program, and otherwise take all actions and do all things which the City Manager or designee may deem necessary or desirable to accomplish the purposes of this Resolution that are not inconsistent with the provisions hereof.

**3. Compliance with Laws.** If City receives funds from SEE under the Region 9 EJ Thriving Communities Grant Program, it certifies that it will use all such funds in a manner consistent and in compliance with all applicable state and federal statutes, rules, regulations, and laws, including without limitation all rules and laws regarding the Region 9 EJ Thriving Communities Grant Program, as well as any and all related Region 9 EJ Thriving Communities Grant Program related contracts City may have with SEE or the EPA.

**4. Severability**. The City Council declares that, should any provision, section, paragraph, sentence or word of this Resolution be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this Resolution as hereby adopted shall remain in full force and effect.

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

**6. Effective Date**. This Resolution shall take effect immediately upon its adoption.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Carson at a regular meeting held on the 18th day of March, 2025.

CITY OF CARSON:

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah Bradshaw, City Clerk

APPROVED AS TO FORM:

_____
Sunny K. Soltani, City Attorney

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

I, Dr. Khaleah Bradshaw, City Clerk of the City of Carson, California, hereby attest to and certify that the foregoing resolution, being Resolution No. 25-030, adopted by the City of Carson City Council at its meeting held on March 18, 2025, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
Dr. Khaleah Bradshaw, City Clerk

# Report to Housing Authority

Tuesday, March 18, 2025, 5:00 PM

CONSENT 19.

To: Housing Authority

From: James Nguyen, Special Projects Manager HOUSING AUTHORITY Administration

Subject: CONSIDER THE CARSON HOUSING AUTHORITY'S ANNUAL REPORT AS REQUIRED BY STATE SENATE BILL 341 (HOUSING AUTHORITY)

## I. SUMMARY

The Carson Housing Authority (Authority) Annual Report (Report) provides information regarding the Authority's activities with respect to its Low- and Moderate-Income Housing Assets Funds for Fiscal Year 2023-2024. The Report includes information on housing fund expenditures, real property held by the Authority and expenditure targeting by income level.

The Report has been prepared pursuant to California Health and Safety Code Section 34176.1(f), also referred to as Senate Bill 341 (SB 341).

## II. RECOMMENDATION

**TAKE** the following actions:

1. **RECEIVE** and **FILE**.

## III. ALTERNATIVES

**TAKE** another action the Authority Board deems appropriate.

## IV. BACKGROUND

The City of Carson formed the Carson Housing Authority as a separate and legal entity by adoption of Resolution No. 11-035 on March 8, 2011, to provide safe, sanitary, and affordable housing opportunities for its residents. To finance the operations of the Authority, the Carson Redevelopment Agency adopted Resolution No. 11-017 to transfer its housing set-aside funds to the Authority. Since then, the Authority has been the responsible entity for housing monitoring, administration, and certain housing production requirements.

Upon the dissolution of redevelopment agencies throughout California on February 1, 2012, the Authority became the entity to oversee City's housing programs that were part of the former RDA. Unlike successor agencies that are charged with winding down the affairs of the former redevelopment agencies, the Authority is charged with monitoring and maintaining existing low- and moderate-income housing assets and meeting outstanding requirements for former redevelopment agencies.

The dissolution ceased the set-aside of 20 percent of tax increment revenues to fund housing projects. As such, the primary sources of funding for the Authority are income received from assets held; principal and interest payments on any funds the Agency/Authority has loaned; land sale proceeds; and interest income. These funds are also collectively referred to as the Low and Moderate Income Housing Asset Funds (LMIHAF).

Since its effective date of January 1, 2014, SB 341 imposed new housing expenditure and reporting requirements on the Authority. Subsequently SB 107, enacted in September 2015, provided additional changes to the reporting requirements of SB 341. The Authority is responsible for providing the SB 341 (and SB 107) Annual Report to the Authority Board for subsequent posting on the City's website and submittal to the State of California Department of Housing and Community Development (HCD).

**FY 23-24 Annual Report Overview**

The Authority's Report provides information regarding the Authority's activities in Fiscal Year 23-24 and includes both the requirements of SB 341 and SB 107. A summary of key sections in the Authority's Report ("Exhibit No. 1") is provided below. Additionally, Appendix 2 of the Report provides the overview of the separate items the Authority must report.

Housing Fund Deposits: Amounts deposited by the Authority into the housing asset fund for the entire Fiscal Year 23-24 was $2,123,254.

Housing Fund Balance: The Fund Balance in the housing asset fund as of June 30, 2024, is $9,752,711.

Land Held for Resale: The statutory value of land held for resale by the Authority in Fiscal Year 23-24 was $571,938 for the contiguous properties at 526 W. Carson Street and 21704 S. Figueroa Street, across from the Veteran's Village Project. The Authority purchased the properties from the Successor Agency on June 26, 2018, for future housing development.

Home-ownership Unit Inventory: As of June 30, 2024, there were 100 restricted for sale units in the City of Carson that contain deed restrictions and had received assistance from the Authority or Former Agency: 11 units at Magnolia Walk; 19 units within the VEO Project and 70 First Time Homebuyer Program units.

As required by SB 341, the numbers included in this Report were taken from the Authority's latest audited financial statements, which are included in the City's Annual Comprehensive Financial Report (ACFR) for FY 23-24.

**Notable SB 341 Expenditure Requirements**

Expenditure Requirements Required by 34176.1(a):

The Authority's expenditure of its LMIHAF must be in accordance with the requirements of SB 341 and SB 107, which establishes a priority order of how funds must be spent by categories summarized below:

1. Recognized Obligation Payment Schedule (ROPS). Funds received from the Successor Agency for items listed on the ROPS (Item 72 & 73) are expended to meet those obligations. The remaining Housing Authority obligation funded through the ROPS process is the annual rental subsidy tied to the Avalon Courtyard and the Carson Terrace affordable housing projects, completed in 1995 and 2000, respectively. In FY 23-24, the Authority spent $219,091 on these projects.

2. Administration and Monitoring. LMIHAF can be used for purposes of monitoring and preserving the long-term affordability of units subject to affordability restrictions or covenants entered into by the former redevelopment agency or the Authority. The Authority spent $430,087 in FY 23-24 in this category. The maximum allowable administrative expenditure is $3,506,935 for FY 23-24, which is capped at 5.0% of statutory value of real property based $70,138,694 valuation.

3. Homeless Prevention and Rapid Rehousing Services. After administration and monitoring, LMIHAF can be used for homeless prevention and rapid rehousing services for individuals and families who are homeless or at risk for becoming homeless. The Authority spent $11,458 in this category for FY 23-24. The maximum allowable expenditure amount is $250,000 per fiscal year.

4. Affordable Housing Development. All remaining funds must be used towards the development of affordable housing. Specifically, this means deed restricted multifamily housing projects as defined in Government Code Section 33413. Key requirements include:

A. No funds can be spent on moderate income households, defined as incomes between 81% and 120% of area median income, adjusted for family size.

B. No more than 20% of funds in this category can be spent on housing for low-income households with income between 60% and 80% of area median income, adjusted for family size.

C. A minimum of 30% of funds in this category must be spent on rental housing for extremely low-income households defined as incomes at or below 30% of area median income, adjusted for family size.

D. In addition to the minimum 30% described above, the remaining 50% of funds must be spent on certain low income, very low-income, and extremely low-income households with incomes below 60% of area median income, adjusted for family size.

The Authority is required to demonstrate compliance of this section 34176.1(a) every five years. If the Authority fails to comply with the extremely low-income requirement (previously described under 4c.) in any five-year report, then the Authority must spend at least 50 percent of these remaining funds each fiscal year towards the development of rental housing affordable to household earning 30 percent or less of the area median income until the Authority demonstrates compliance with the extremely low-income requirement in an annual report.

The FY 18-19 Annual Report includes a section on compliance with the income targeting requirements for the Authority's five-year period from January 1, 2014, to June 30, 2019. The Authority demonstrated compliance under the first five-year period. This Report includes the next compliance period starting from July 1, 2019, to June 30, 2024. Given that no expenditures were made during this second five-year period for affordable housing development, the Authority remains compliant.

*10-Year Period for Test Required by 34176.1(b):*
There is also a requirement for complying with age restrictions. If the number of assisted units that are restricted to seniors exceeds 50 percent of the units assisted within a 10-year rolling period, the Authority cannot assist any additional senior housing projects until the number of family (non-senior) units is at least 50 percent of the total units assisted. For the 10-year rolling period ending in 2024, 35 percent of the units assisted by the Authority were senior units. Therefore, the Authority met the 10-Year Period test requirement. Table 6 of the Report provides the detailed view of the 10-Year Period Test.

## V. FISCAL IMPACT

None.

## VI. EXHIBITS

1. FY 24-25 Annual Report, prepared by RSG, Inc.

**Attachments**

Exhibit No. 1 - SB 341 Report FY 23-24.pdf

# HOUSING SUCCESSOR ANNUAL REPORT

## Carson Housing Authority as Housing Successor

## Fiscal Year 2023-24

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# INTRODUCTION

This Housing Successor Agency Annual Report ("Annual Report") represents information on Fiscal Year ("FY") 2023-24 expenditures and activities as required by Health and Safety Code ("HSC") Section 34176.1(f), including but not limited to a housing successor's compliance with certain expenditure activities over the year as well as a five- and ten-year planning period.

## HOUSING SUCCESSOR

The Carson Housing Authority ("Housing Authority") is the Housing Successor Agency ("Housing Successor") to the former Carson Redevelopment Agency ("Agency"), which was dissolved with all other agencies statewide by the Legislature in 2012. At the time of dissolution, a housing successor was to be selected for transfer of, and to be responsible for, the remaining assets and liabilities of a former redevelopment agency. The Housing Successor is responsible for maintaining housing assets transferred from the former Agency. Its main goal is to provide affordable housing for the City of Caron ("City") residents.

## SCOPE OF THIS HOUSING SUCCESSOR ANNUAL REPORT

This Annual Report is limited to the Housing Authority's activities as it relates to its role as a housing successor. This may include, but is not limited to, financial activities, property disposition, loan administration, monitoring of covenants, and affordable housing development. This Annual Report describes compliance with various annual, five-year, and ten-year housing expenditure and production requirements. The Housing Successor is subject to income proportionality in a five-year compliance period (FYs 2019-20 through 2023-24). The Annual Report details progress meeting requirements through FY 2023-24.

The Housing Authority's audited financial statements will be posted on the City website when available. This report is an addendum to the Housing Element Annual Progress Report required by Government Code Section 65400, which is submitted to HCD by April 1 annually.

## ASSETS TRANSFERRED TO THE HOUSING SUCCESSOR

Upon the statewide dissolution of redevelopment in 2012, all rights, powers, committed assets, liabilities, duties, and obligations associated with the housing activities of the Agency were transferred to the Housing Successor. The Housing Successor prepared a Housing Asset Transfer ("HAT") form that provided an inventory of all housing assets transferred from the Agency to the Housing Successor.

This included:

1. Real properties;
2. Low and Moderate Income Housing Fund ("LMIHF") encumbrances;
3. Rents and Operations; and
4. Loans/Grants receivables.

All items on the HAT were approved by the California Department of Finance ("DOF") on March 2, 2013. It is important to distinguish that Housing Successor assets that were not transferred from the former Agency or generated by or purchased with assets from the former Agency, are not subject to HSC Section 34176.1. A copy of the HAT is provided as Appendix 1.

# BACKGROUND

This section summarizes the legal requirements for use of housing successor assets that are addressed in this Annual Report.

## LEGAL REQUIREMENTS PERTAINING TO HOUSING SUCCESSORS

In general, housing successors must comply with three major requirements pursuant to HSC Section 34176.1:

1. Expenditures and housing production are subject to income and age targets.
2. Housing successors may not accumulate an "excess surplus," or a high unencumbered Housing Asset Fund balance based on certain thresholds.
3. Properties must be developed with affordable housing or sold within five to ten years of the DOF approving the HAT.

Appendix 2 provides a detailed summary of the reporting requirements that are addressed in this Annual Report.

## PERMITTED USES OF HOUSING ASSET FUNDS

Pursuant to HSC Section 34176.1, former Agency assets and the revenues generated by those assets, are maintained in a Low and Moderate Income Housing Asset Fund ("Housing Asset Fund").[1] The Housing Asset fund replaced the former Agency's Low and Moderate Income Housing Fund. Housing Asset Funds may be spent on:

- **Administrative costs** for the operation of the housing successor agency. The law allows a housing successor to spend the greater of:
    - $200,000 per year adjusted annually for inflation, or
    - 5% of the statutory value of real property owned by the housing successor and the value of loans and grants receivable from the HAT ("Portfolio"), whichever is greater.

The $200,000 per year adjusted for inflation in FY 2023-24 is $263,100. The Housing Successor's FY 2023-24 Portfolio value was $70,138,694 of which 5% is $3,506,935. The FY 2023-24 administrative cost limit is the higher figure of $3,506,935.

- **Homeless prevention and rapid rehousing services** up to $250,000 per year if the former redevelopment agency did not have any outstanding inclusionary housing or replacement housing production requirements as of 2012. The Housing Authority is eligible for this expense because the former Agency had met its inclusionary housing and replacement housing production requirements upon dissolution.
- **Affordable housing development** assisting households up to 80 percent of the Area Median Income ("AMI"), subject to specific income and age targets over a five-year period.

  **Five-Year Income Proportionality on Development Expenditures:** Any Housing Asset Funds may be spent on development of affordable housing projects affordable to low, very low, and extremely low income households. "Development" is defined as "new construction", acquisition and rehabilitation, substantial rehabilitation as defined in HSC Section 33413, the acquisition of long-term affordability covenants on multifamily units as described in HSC Section 33413, or the

[1] The Housing Asset Fund replaced the former Agency's Low and Moderate Income Housing Fund.

preservation of an assisted housing development that is eligible for prepayment or termination or for which within the expiration of rental restrictions is scheduled to occur within five years.

Over each five-year compliance period, the current one beginning July 1, 2019, at least 30 percent of such development expenditures must assist extremely low income households (30% of AMI), while no more than 20 percent may assist low income households (between 60-80% of AMI). The balance of the funds may be used on very low income households (defined as households earning between 30% and 60% of AMI).

The Housing Successor was in compliance with the first five-year compliance period which was January 1, 2014 through June 30, 2019. The second, and current, five-year compliance period is July 1, 2019 to June 30, 2024.

Note that housing successors must report expenditures by category each year, but compliance with income proportionality limits is measured every five years. For example, a housing successor could spend all its funds in a single year on households earning between 60-80% of AMI, as long as it was 20 percent or less of the total expenditures during the five-year compliance period.

Should a housing successor not spend at least 30% of its development expenditures for extremely low income households, or exceeds the amount spent on low income households, future expenditures are subject to greater restriction until these proportionality targets are met.

Specifically, if a housing successor is unable to spend at least 30% of its development expenditures on extremely low units, it is required to increase this spending to 50% until compliant with the 30% threshold; a housing successor that spends more than 20% of its development expenditures on low income units cannot spend any further funds on low income developments until it is at or below the 20% threshold.

As such, tracking these expenditures and their progress over the corresponding five-year period is an important function of this Annual Report.

**Ten-Year Age Proportionality on Units Assisted:** If more than 50% of the total aggregate number of rental units produced by the city, housing successor, or former redevelopment agency during the past 10 years are restricted to seniors, the housing successor may not spend more Housing Asset Funds on senior rental housing.

It is important to stress that Housing Successor expenditure and production requirements are measured on different timeframes:

- **One-Year Limits:** Administrative Allowance and Homeless Prevention Allowance. Compliance evaluated annually and resets every year.
- **Five-Year Limit:** Expenditures by Income Level. Compliance evaluated over a fixed five-year period set by law, the current period is July 1, 2019, to June 30, 2024.
- **Ten-Year Limit:** Number of Senior Deed-Restricted Units Assisted. Compliance evaluated based on a rolling ten-year period that is different every year.

Appendix 3 describes Housing Asset Fund expenditure requirements in more detail, including the types of costs eligible in each category.

## LIMITS ON THE ACCUMULATION OF HOUSING FUNDS (EXCESS SURPLUS)

State law limits how much cash a housing successor may retain and, if it fails to commit and spend these dollars in a reasonable timeframe, ultimately penalizes the housing successor by requiring unspent funds to be transferred to HCD for use on State housing programs.

HSC Section 34176.1(d) establishes a limit, known as an "excess surplus" on the amount of unencumbered Housing Asset Funds based on the greater of the following:

- $1,000,000, or
- The total amount of deposits made into the Housing Asset Fund over the preceding four years.

Only amounts in excess of this threshold are considered an excess surplus. Once an excess surplus is determined, a housing successor must account for these funds separately and encumber said monies within three years. If after the third year the excess surplus has not been fully encumbered, the remaining balance of the excess surplus is to be transferred to HCD within 90 days. HCD is permitted to use these transferred excess surplus funds anywhere in the State under its Multifamily Housing Program or the Joe Serna, Jr. Farmworker Housing Grant Program.

As part of the Annual Report, a housing successor must disclose any excess surplus and describe the housing successor's plan for eliminating this excess surplus.

# HOUSING ASSET FUND ACTIVITY

This section summarizes the Housing Asset Fund activities of the Housing Successor for FY 2023-24.

In 2022, the City in partnership with the County of Los Angeles formed the Carson Enhanced Infrastructure Financing District ("EIFD"). The Carson EIFD aims to support needed public infrastructure, low and moderate income and workforce housing, rehabilitation, and environmental mitigation and remediation of brownfields of properties. With regards to housing, the Carson EIFD implements a 20% affordable housing set-aside for the acquisition, construction, or rehabilitation of housing for persons of very low, low, and moderate income, as defined in Sections 50105 and 50093 of the Health and Safety Code, for rent or purchase as further described in the adopted Infrastructure Financing Plan (IFP). The Carson EIFD governing board, the Public Financing Authority (PFA), would coordinate with the Carson Housing Authority for the implementation and administration of these funds and projects. This action may provide the Housing Authority with an ongoing source of revenue for housing related projects in the future.

## DEPOSITS

The total cash deposited by the Housing Authority into the Housing Asset Fund for FY 2023-24 was $2,065,960 (as seen in Table 1), a small portion of which was for ROPS related expenditures.

**Table 1: Housing Asset Fund Deposits, 2023-24**

| Balance Type | | Amount |
|---|---|---|
| Interest Income | | 1,833,250 |
| Rehab Loan Payoffs | | 13,349 |
| FTHB Loan Payments | | 57,565 |
| Miscellaneous | | - |
| Operating Transfer in | | 219,091 |
| **Total** | **$** | **2,123,254** |

1: The amount differs from the Financial Report because it reflects total cash that was received for the fiscal year and does not include certain offsetting accounting entries that reduce the amount of revenue recognized (Source City of Carson).

## ENDING CASH AND FUND BALANCE

As shown in Table 2, as of June 30, 2024, the Housing Asset Fund balance was approximately $9.8 million. Of this amount, approximately $7.6 million in cash is available to the Housing Authority.

**Table 2: Housing Asset Fund - Ending Balance as of June 30, 2024**

| Balance Type | | Amount |
|---|---|---|
| **Cash** | | **7,599,760** |
| Claim Cash | | (5,300) |
| Investments | | - |
| Accounts Receivable | | 7,914 |
| Loans and Interest Receivable | | 69,566,756 |
| Land Held for Resale | | 571,938 |
| Due From Other Funds | | 50,897 |
| Liabilities | | (68,039,254) |
| **Ending Balance**[1] | **$** | **9,752,711** |

1: Does not include $3,774,178.67 in funds of restricted investment with fiscal agent related to tax allocation bonds.
*Source: City of Carson*

## PROJECTS FUNDED BY ROPS

There are two obligations of the Housing Authority that are funded through the Recognized Obligation Payment Schedule ("ROPS") ROPS process. Those obligations are annual rental subsidies tied to the Avalon Courtyard and the Carson Terraces affordable housing projects, completed in 1995 and 2000, respectively. The Avalon Courtyard affordable housing project has an affordability period of 55 years per the Second Amendment to the Disposition and Development Agreement and thus the obligation expires in 2050. The Carson Terraces project has an affordability period of 40 years per the Amendment to the Regulatory Agreement and thus the obligation expires in 2040. The rental subsidies are ongoing with annual expenditure requirements in each year that are fairly consistent. In FY 23-24, the ROPS schedule reported the Housing Authority received $233,844 for rental subsidies. The Housing Authority spent $219,091 in FY 23-24 on rental subsidies. In FY 2013-14, there were three housing related enforceable obligations that were funded through the ROPS process, however starting in FY 2014-15, one of those obligations (housing bond debt service) is being accounted for as an obligation of the Agency and not the Housing Authority, leaving only the remaining rental subsidy obligations.

## HOUSING SUCCESSOR PORTFOLIO

The Housing Successor Portfolio as of FY 2023-24 includes two properties at 21704 S. Figueroa Street and 526 W. Carson Street valued at $412,781 and $159,157 respectively. It also includes several loans receivable transferred from the former Agency. The Portfolio had a value of $70,138,694 as of FY 2023-24, as detailed in Table 3 below.

**Table 3: Housing Successor Real Property and Loans Receivable Portfolio**

| Asset | | Amount |
|---|---|---|
| ***Real Properties*** | | |
| Value of Real Properties | | 571,938 |
| *Subtotal* | | *571,938* |
| | | |
| **Loans Receivable** | | |
| Value of Loans Receivable and Interest | | 69,566,756 |
| *Subtotal* | | *69,566,756* |
| | | |
| **Total Portfolio Value** | **$** | **70,138,694** |

*Source: City of Carson*

### *REAL PROPERTIES AND DISPOSITION STATUS*

A listing of the properties Housing Authority held as of June 30, 2024, is included in Table 4. All land held by the Former Redevelopment Agency for housing purposes has been previously sold by the Authority. All of the property currently owned by the Housing Authority was purchased during FY 2017-18.

HSC Section 34176.1(e) requires all real properties acquired by a redevelopment agency prior to February 1, 2012, and transferred to the housing successor to be developed pursuant to the requirements detailed in HSC Section 33334.16. All property that falls within these parameters must be developed for affordable housing purposes or sold by March 2, 2018. All the Housing Authority's properties purchased before redevelopment dissolution were sold by December 2016. As such, the Housing Authority complies with these requirements. Properties purchased by the Housing Authority since redevelopment dissolution and continued to be owned are not subject to the time limitations described above. The March 2, 2018, disposition deadline does not apply to the property currently owned because it was purchased by the Housing Authority after February 1, 2012.

### Table 4: Properties Transferred from the Former Redevelopment Agency

| HAT Item No. | Address | Statutory Value | Status / Desired Action |
|---|---|---|---|
| ***REMAINING PROPERTIES*** | | | |
| 3 | 21704 S. Figueroa Street [1] | $ 412,781 | For Affordable Housing |
| 4 | 526 W. Carson Street [1] | $ 159,157 | For Affordable Housing |

[1] These properties were originally acquired by the Former Redevelopment Agency for non-housing purposes in 2001, then were transferred to the Successor Agency in 2011 and then sold to the Housing Authority in 2018.

## *LOANS RECEIVABLE*

A listing of the loans receivable held by the Housing Authority as of June 30, 2024 is included in Table 5. Table 5 does not include the interest for the loans receivable. The Housing Authority currently holds thirteen loans with a total principal balance of $61.1 million. Two of the First Time Homebuyer loans were paid off fully in 2023-24.

### Table 5: Loans Receivable

| | Name | Date of Loan | Original Amount | Interest Rate | Maturity Date | Balance at June 30, 2024 |
|---|---|---|---|---|---|---|
| 1 | Thomas L Safran/Senior Housing | 1/27/09 | 13,900,000 | 0% | 12/31/67 | 13,900,000 |
| 2 | Carson/Terrace | 1/8/20 | 4,115,366 | 2.09% | 12/31/77 | 4,033,454 |
| 3 | Carson Housing (Villaggio II) | 9/1/99 | 2,611,587 | 3% | 1/1/39 | 3,361,587 |
| 4 | Grace Housing | 7/1/99 | 4,123,756 | 3% | 1/1/39 | 4,123,756 |
| 5 | East Carson Housing Partners | 6/15/10 | 8,794,500 | 0.50% | 7/1/67 | 7,737,386 |
| 6 | East Carson Housing Partners (phase II) | 11/21/13 | 4,885,446 | 0.50% | 11/20/68 | 4,814,220 |
| 7 | Avalon Courtyard | 8/1/95 | 2,681,000 | 5% | 12/31/36 | 2,681,000 |
| 8 | Qualified Buyers - Olson Urban Hsng LLC | 7/12/12 | 2,630,495 | 0% | 7/12/57 | 420,000 |
| 9 | Affirmed Housing Group, Inc | 12/12/12 | 4,200,000 | 0.50% | 3/5/69 | 4,200,000 |
| 10 | AHGI Sepulveda Senior Housing | 12/2/16 | 2,765,000 | 3% | 7/1/74 | 2,765,000 |
| 11 | 21205 Carson Arts LP | 2/21/17 | 4,200,000 | 3% | 4/1/55 | 4,200,000 |
| 12 | Carson Figueroa Affordable Housing LP | 12/1/17 | 6,128,000 | 3% | 12/1/72 | 6,128,600 |
| 13 | First Time Homebuyer Loans | Variable | Variable | 0% | Variable | 2,764,183 |
| | **Total Loans Receivable** | | | | | **$ 61,129,186** |

# COMPLIANCE WITH EXPENDITURES & PRODUCTION LIMITS

The Housing Authority expended a total of $430,087 for administrative costs and a total of $11,458 on homeless prevention during FY 2023-24. The Housing Successor was in compliance with all annual and five- to ten-year planning period requirements as described in this section.

## PROPORTIONALITY REQUIREMENTS

The Housing Successor fully complied with the Housing Asset Fund spending restrictions during the previous five-year compliance period of January 1, 2014 through June 30, 2019.

As summarized in Figure 1 below, the Housing Successor has also fully complied with all the Housing Asset Fund spending restrictions for the current reporting period:

- The Housing Successor expended $430,087 on allowable administrative costs and was below the maximum limit amount of $3,506,935. The annual limit is the greater of $200,000 plus inflation ($263,100 in 2023-24) or 5% of the Housing Successor Portfolio balance. As shown in Table 3 earlier, the Portfolio balance is $70,138,694, of which 5% is $3,506,935.

- The Housing Successor expended $11,458 on homeless prevention in FY 2023-24. The Housing Successor was in compliance with the $250,000 spending restriction.

- For FY 2023-24 the Housing Successor did not spend any funds on affordable housing development costs, so it complies with the five-year income proportionality targets.

**Figure 1: Fiscal Year 2023-24 Housing Asset Fund Expenditures**

| | Annual Limits FY 2023-24 | | Five-Year Limits July 1, 2019 - June 30, 2024 | | | |
|---|---|---|---|---|---|---|
| | Admin/ Monitoring | Homeless Prevention | < 30% AMI Rental | 31-59% AMI | 60-80% AMI | Total |
| **Prior Year's Compliance** | | | January 1, 2014 - June 30, 2019 | | | |
| FY 2019-20 | *$415,048* | *$0* | *$0* | *$0* | *$0* | *$0* |
| FY 2020-21 | *$286,328* | *$0* | *$0* | *$0* | *$0* | *$0* |
| FY 2021-22 | *$355,686* | *$80,300* | *$0* | *$0* | *$0* | *$0* |
| FY 2022-23 | *$334,166* | *$5,179* | *$0* | *$0* | *$0* | *$0* |
| FY 2023-24 | *$430,087* | *$11,458* | *$0* | *$0* | *$0* | *$0* |
| Totals | *$1,821,315* | *$96,937* | *$0* | *$0* | *$0* | *$0* |
| Compliance Period | | | | | | |
| **FY 2023-24** | ***$430,087*** | ***$11,458*** | ***$0*** | ***$0*** | ***$0*** | ***$0*** |
| Compliance Period Total Expenditures | **$1,821,315** | **$96,937** | ***$0*** | ***$0*** | ***$0*** | ***$0*** |
| SB 341 Limitation | $3,506,935 | $250,000 | >30% | N/A | <20% | N/A |
| **Compliant (Yes/No)** | **Yes** | **Yes** | **Yes** | **N/A** | **Yes** | N/A |

*Source: City of Carson, Fund 221 Expenditure Report*

The Housing Successor will ensure it meets all expenditure requirements going forward. The next five-year compliance period is July 1, 2024 through June 30, 2029.

Failure to comply with the extremely low-income requirement in any five-year compliance period will result in the Housing Successor having to ensure that 50 percent of remaining funds be spent on extremely low-income rental units until in compliance. Exceeding the expenditure limit for low households earning between 60-80% AMI in any five-year reporting period will result in the Housing Successor not being able to expend any funds on this income category until in compliance.

## SENIOR RENTAL HOUSING LIMIT COMPLIANCE

The Housing Successor is compliant with the limit allowing no more than 50 percent of the total aggregate number of rental units produced within the preceding ten years to be restricted to seniors. The Housing Successor, Authority, and former Agency assisted 184 deed-restricted rental units in the last ten years, 64 of which are restricted to seniors, less than 50 percent. Table 6 details the four projects assisted in the last ten years and reports that 35% of the deed restricted units are senior units.

**Table 6: Deed Restricted Units Assisted in Last 10 years**

| Property | Year Assisted | Senior Units | % | Non-Senior Units | % | Total Units |
|---|---|---|---|---|---|---|
| Via 425 - Phase II 401 E. Carson Street | 2013 | 0 | 0% | 40 | 100% | 40 |
| Veteran's Village 600 W. Carson Street | 2017 | 0 | 0% | 40 | 100% | 40 |
| Carson Arts Colony 21205 Main Street | 2017 | 0 | 0% | 40 | 100% | 40 |
| Affirmed Housing 401 Sepulveda Blvd. | 2015 | 64 | 100% | 0 | 0% | 64 |
| **Total** | | **64** | **35%** | **120** | **65%** | **184** |

**Total Deed-Restricted Senior Units:** **35%**

*Source: City of Carson*

## EXCESS SURPLUS

As shown in Table 7, the Housing Authority does not have an excess surplus. For the purpose of calculating the excess surplus, the fund balance as reported in Table 1 has been adjusted to deduct the amount of funds for 2023-24 that the Housing Authority received after the end of the FY. In addition, the amount of other obligations and bond proceeds held by the Housing Authority are also deducted as they should not be a part of the excess surplus calculation.

**Table 7: Excess Surplus Calculation**

| | | | | |
|---|---|---|---|---|
| **Step 1: Determine Unencumbered Cash Balance From Financials** | | | | |
| FY 23-24 Beginning Cash Balance | | $ 5,598,413 | | |
| Less: Encumbered Funds | | | | |
| Unencumbered Amount | | | **$** | **5,598,413** |
| **Step 2: Determine Greater of $1M or Last 4 Deposits** | | | | |
| $1 Million, or | | | $ | 1,000,000 |
| Last 4 Years' Deposits | | | $ | 5,634,435 |
| | 2022-23 | $ 971,618 | | |
| | 2021-22 | $ 1,371,832 | | |
| | 2020-21 | $ 1,401,287 | | |
| | 2019-20 | $ 1,889,698 | | |
| Result: Larger Number | | | **$** | **5,634,435** |
| **Step 3: Excess Surplus is Amount Step 1 Exceeds Step 2, if Any** | | | | |
| (1) Unencumbered Amount | | $ 5,598,413 | | |
| (2) Less: Larger Number from Step 2 | | $ 5,634,435 | | |
| **Excess Surplus** | | | | **None** |

*Source: City of Carson*

# OTHER INFORMATION

## TRANSFERS TO OTHER HOUSING SUCCESSORS

There were no transfers to another housing successor entity for a joint project pursuant to HSC Section 34176.1(c)(2).

## HOUSING PRODUCTION AND HOUSING REPLACEMENT

SB 341 requires the annual reporting by the housing successor to contain a description of any progress that has been made on meeting any of the outstanding replacement housing obligations and/or housing production requirements (pursuant to Health and Safety Code Section 33413) that were outstanding at the time of transfer to the housing successor on February 1, 2012. The housing projects assisted by the Former Agency more than met both of these obligations. Specifics on compliance with these obligations were included in the Annual Report prepared for the 2013-14 fiscal year (dated August 21, 2015) and is available on the Housing Authority's website. As Housing production and replacement requirements ceased when the Former Agency was dissolved, the Authority does not need to demonstrate its compliance with these requirements on an annual basis.

## HOMEOWNERSHIP UNIT INVENTORY

SB 341 requires that the Authority report on the number of for-sale housing units the Former Agency or the Authority has assisted that are subject to covenants and restrictions. The annual reporting is to include the number, reason and dollars received by the Authority as a result of the loss of any units that has occurred over the year. The Housing Authority received a loan payoff of $175,564.26 for the First Time Homebuyers program in November of 2023. Prior to redevelopment dissolution, the only homeownership units assisted by the Former Agency or the Authority were units assisted by the First Time Homebuyers Program. The First Time Homebuyers program currently reports 70 affordable units, Magnolia Walk, which reports 11 affordable units, and the VEO Project, reports 19 affordable units based on the compliance monitoring completed in 2024.

## Table 8: Homeownership Unit Inventory

| Name | Deed Restrictions[1] | No. of Affordable Units at 6/30/24 | Revenue Received by the Authority[2] | Reason for Sale |
|---|---|---|---|---|
| Magnolia Walk | 45 Years | 11 | N/A | N/A |
| VEO Condominiums | 45 Years | 19 | N/A | N/A |
| First Time Homebuyers | 30 or 45 Years | 70 | N/A | N/A |
| **Total Homeownership Units** | **100** | | | |

*(1) The units are restricted as to resale unless the funds loaned by the Former Agency/Successor Agency are repaid in full.*
*(2) Includes principal and interest the Authority received in the fiscal year for the units that sold. The interest amounts would likely have been received even if the units had not been refinanced.*

# APPENDIX 1 – HOUSING ASSET TRANSFER FORM

The HAT form is attached.

**DEPARTMENT OF FINANCE**
**HOUSING ASSETS LIST**
**ASSEMBLY BILL X1 26 AND ASSEMBLY BILL 1484**
**(Health and Safety Code Section 34176)**

Former Redevelopment Agency: Carson Redevelopment Agency

Successor Agency to the Former Redevelopment Agency: Carson Successor Agency

Entity Assuming the Housing Functions of the former Redevelopment Agency: Carson Housing Authority

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Entity Assuming the Housing Functions Contact Name: | Jeff F. Westbrook | Title | Manager | Phone | 310.233.4821 | E-Mail Address | jwestbro@carson.ca.us |
| Entity Assuming the Housing Functions Contact Name: | Amelia Soto | Title | Project Manager | Phone | 310.233.4823 | E-Mail Address | asoto@carson.ca.us |

All assets transferred to the entity assuming the housing functions between February 1, 2012 and the date the exhibits were created are included in this housing assets list.
The following Exhibits noted with an X in the box are included as part of this inventory of housing assets:

| | |
|---|---|
| Exhibit A - Real Property | X |
| Exhibit B- Personal Property | |
| Exhibit C - Low-Mod Encumbrances | X |
| Exhibit D - Loans/Grants Receivables | X |
| Exhibit E - Rents/Operations | X |
| Exhibit F- Rents | |
| Exhibit G - Deferrals | |

Prepared By: Trinidad H. Catbagan

Date Prepared: 7/30/12

Exhibit A - Real Property

**City of Carson**
**Inventory of Assets Received Pursuant to Health and Safety Code section 34176 (a) (2)**

| Item # | Type of Asset a/ | Legal Title and Description | Carrying Value of Asset | Total square footage | Square footage reserved for low-mod housing | Is the property encumbered by a low-mod housing covenant? | Source of low-mod housing covenant b/ | Date of transfer to Housing Successor Agency | Construction or acquisition cost funded with Low-Mod Housing Fund monies | Construction or acquisition costs funded with other RDA funds | Construction or acquisition costs funded with non-RDA funds | Date of construction or acquisition by the former RDA | Interest in real property (option to purchase, easement, etc.) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | Vacant Real Property for Low-Mod Housing | 615 E. Carson St. | $1,783,472 | 95,832 | 95,832 | NO | N/A | 1/19/12 | $0 | $1,783,472 | $0 | 11/16/2001 (acquisition) | FEE |
| 2 | Vacant Real Property for Low-Mod Housing | 21521 Avalon Blvd. | $4,905,940 | 50,965 | 50,965 | NO | N/A | 1/19/12 | $2,452,970 Acquisition | $2,452,970 Acquisition | $0 | 10/16/2008 (acquisition) | FEE |
| 3 | Vacant Real Property for Low-Mod Housing | 21704 Figueroa St. | $336,299 | 11,761 | 11,761 | NO | N/A | 1/19/12 | $0 | $336,299 | $0 | 7/9/2001 (acquisition) | FEE |
| 4 | Vacant Real Property for Low-Mod Housing | 526 W. Carson St. | $129,667 | 4,356 | 4,356 | NO | N/A | 5/10/12 | $0 | $129,667 Acquisition | $0 | 1/10/2002 (acquisition) | FEE |
| 5 | Vacant Real Property for Low-Mod Housing | 600 & 610 W. Carson St. | $503,760 | 16,988 | 16,988 | NO | N/A | 1/19/12 | $0 | $503,760 Acquistion | $0 | 11/20/2001 (acquisition) | FEE |
| 6 | Vacant Real Property for Low-Mod Housing | 600 Block - West Carson St. | $51,225 | 2,178 | 2,178 | NO | N/A | 1/19/12 | $0 | $51,225 Acquisition | $0 | 10/2/2003 (acquisition) | FEE |
| 7 | Vacant Real Property for Mixed Income Housing | 616 E. Carson St. City View Project | $8,208,777 | 352,836 | 22,509 | YES | CRL | 1/19/12 | $3,100,000 Acquisition | $5,108,777 Acquisition | $0 | 12/1/2003 (acquisition) | FEE/DDA |
| 8 | Vacant Real Property for Mixed Income | 550 E. Carson St. City View Project | $561,200 | 7,405 | see #7 | YES | CRL | 1/19/12 | $0 | $561,200 Acquisition | $0 | 6/20/2006 (acquisition) | FEE/DDA |
| 9 | Vacant Real Property for Mixed Income Housing | 542 E. Carson St. City View Project | $1,348,359 | 14,810 | see #7 | YES | CRL | 1/19/12 | $0 | $1,348,359 Acquisition | $0 | 11/29/2007 (acquisition) | FEE/DDA |
| 10 | Low-Mod Housing | 2535 E. Carson St. Olson Project | $1,269,045 | 40,075 | 40,075 | YES | CRL | 1/19/12 | $2,630,495 Acqus/Const | $0 | $0 | 7/20/2012 (construction began) | COVENANT |
| 11 | Low-Mod Housing | 21227 S. Figueroa St. Affirmed Project | $2,712,349 | 43,560 | 43,560 | YES | CRL & TAX CREDITS | 5/10/12 | $6,912,349 Acqus/Const | $0 | $0 | 5/17/2006 (acquisition) | FEE/DDA |
| 12 | Vacant Real Property for Low-Mod Housing | 21009 S. Prospect Ave. | $529,024 | 10,454 | 10,454 | NO | N/A | 1/19/12 | $529,024 | $0 | $0 | 9/12/2005 (acquisition) | FEE |
| 13 | Vacant Real Property for Low-Mod Housing | 2673 E. Tyler St. | $398,905 | 5,227 | 5,227 | NO | N/A | 1/19/12 | $398,905 | $0 | $0 | 3/4/2008 (acquisition) | FEE |
| 14 | Vacant Real Property for Low-Mod Housing | 2677 E. Tyler St. | $462,628 | 4,791 | 4,791 | NO | N/A | 1/19/12 | $462,628 | $0 | $0 | 10/15/2008 (acquisition) | FEE |
| 15 | Vacant Real Property for Low-Mod Housing | 2671 E. Tyler St. | $343,677 | 3,684 | 3,684 | NO | N/A | 1/19/12 | $343,677 Acquisition | $0 | $0 | 3/18/2011 (acquisition) | FEE |
| 16 | Low-Mod Housing | 415 - 437 E. Carson St. | $0 | 76,230 | 76,230 | YES | CRL & TAX CREDITS | N/A | $8,974,500 Construction | $0 | $0 | 6/1/2012 (construction complete) | COVENANT |
| 17 | | | | | | | | | | | | | |
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a/ Asset types may include low-mod housing, mixed-income housing, low-mod housing with commercial space, mixed-income housing with commercial space.

b/ May include California Redevelopment Law, tax credits, state bond indentures, and federal funds requirements.

Exhibit B - Personal Property

**City or County of Carson**
**Inventory of Assets Received Pursuant to Health and Safety Code section 34176 (a) (2)**

| Item # | Type of Asset a/ | Description | Carrying Value of Asset | Date of transfer to Housing Successor Agency | Acquisition cost funded with Low-Mod Housing Fund monies | Acquisition costs funded with other RDA funds | Acquisition costs funded with non-RDA funds | Date of acquisition by the former RDA |
|---|---|---|---|---|---|---|---|---|
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a/ Asset types any personal property provided in residences, including furniture and appliances, all housing-related files and loan documents, office supplies, software licenses, and mapping programs, that were acquired for low and moderate income housing purposes, either by purchase or through a loan, in whole or in part, with any source of funds.

Exhibit C - Low-Mod Encumbrances

**City of Carson**
**Inventory of Assets Received Pursuant to Health and Safety Code section 34176 (a) (2)**

| Item # | Type of housing built or acquired with enforceably obligated funds a/ | Date contract for Enforceable Obligation was executed | Contractual counterparty | Total amount currently owed for the Enforceable Obligation | Is the property encumbered by a low-mod housing covenant? | Source of low-mod housing covenant b/ | Current owner of the property | Construction or acquisition cost funded with Low-Mod Housing Fund monies | Construction or acquisition costs funded with other RDA funds | Construction or acquisition costs funded with non-RDA funds | Date of construction or acquisition of the property |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | Low-Moderate Housing | 6/7/11 | In-Town Communities, LLC (Olson) | $1,328,495 | YES | CRL | In-Town Communities, LLC (Olson) | $2,630,495 (Acq/constru) | $0 | $0 | 7/20/2012 (start Date) |
| 2 | Low-Moderate Housing | 1/11/10 | East Carson Housing Partners, LP | $498,921 | YES | CRL & Tax Credit | East Carson Housing Partners, LP | $8,974,500 | $0 | $0 | 06/01/12 (completed) |
| 3 | Low-Moderate Housing | 3/1/11 | Affirmed Housing Group, Inc. | $6,912,349 | YES | CRL & Tax Credit | Carson Housing Authority | $6,912,349 (Acq/Constru) | $0 | $0 | 10/01/2012 (start date) |
| 4 | Mixed-Income Housing with Commercial Space | 2/16/11 | Cityview 616 East Carson, LLC | $3,250,000 | YES | CRL & HOME | Carson Housing Authority | See Note No. 1 | See Note No. 1 | $0 | 03/01/12 (start date) |
| 5 | Low-Moderate Housing | 7/25/06 | LNR | 9,200,000 | YES | CRL | LNR | $9,200,000 | $0 | $0 | 12/15/14 |
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NOTE
1) Refer to Exhibit 'A', rows 7, 8 & 9

a/ May include low-mod housing, mixed-income housing, low-mod housing with commercial space, mixed-income housing with commercial space.

b/ May include California Redevelopment Law, tax credits, state bond indentures, and federal funds requirements.

Exhibit D.1 - Loans/Grants Receivables

**City of Carson**
**Inventory of Assets Received Pursuant to Health and Safety Code section 34176 (a) (2)**

| Item # | Was the Low-Mod Housing Fund amount issued for a loan or a grant? | Amount of the loan or grant | Date the loan or grant was issued | Person or entity to whom the loan or grant was issued | Purpose for which the funds were loaned or granted | Are there contractual requirements specifying the purposes for which the funds may be used? | Repayment date, if the funds are for a loan | Interest rate of loan | Current outstanding loan balance |
|---|---|---|---|---|---|---|---|---|---|
| 1 | LOAN | $13,900,000 | 06/02/10 | Thomas L Safran | Low Mod Housing | YES | 12/31/67 | 0% | $ 13,900,000 |
| 2 | LOAN | $2,243,588 | 10/01/98 | Carson Terrace | Low Mod Housing | YES | 12/26/30 | 3% | $ 2,243,588 |
| 3 | LOAN | $3,361,587 | 09/01/97 | Carson Housing Limited Partnership | Low Mod Housing | YES | 1/1/39 | 3% | $ 3,361,587 |
| 4 | LOAN | $4,123,756 | 07/01/99 | Grace Housing Limited Partnership | Low Mod Housing | YES | 1/1/39 | 3% | $ 4,123,756 |
| 5 | LOAN | $8,295,579 | 03/09/11 | East Carson Housing Partners, LLC | Low Mod Housing | YES | 3/8/66 | 1% | $ 8,295,579 |
| 6 | LOAN | $2,681,000 | 09/01/95 | Thomas Safran and Associates | Low Mod Housing | YES | 12/31/36 | 5% | $ 2,681,000 |
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Exhibit D.2 - Loans/Grants Receivables

**City of Carson**
**Inventory of Assets Received Pursuant to Health and Safety Code section 34176 (a) (2)**

| Item # | Was the Low-Mod Housing Fund amount issued for a loan or a grant? | Amount of the loan or grant | Date the loan or grant was issued | Person or entity to whom the loan or grant was issued | Purpose for which the funds were loaned or granted | Are there contractual requirements specifying the purposes for which the funds may be used? | Repayment date, if the funds are for a loan | Interest rate of loan | Current outstanding loan balance |
|---|---|---|---|---|---|---|---|---|---|
| 1 | LOAN | $23,998 | 12/24/96 | Refer to Note No. 1 below. | EQUITY | YES | 30 | 3% | $23,998.00 |
| 2 | LOAN | $23,998 | 01/27/97 | Refer to Note No. 1 below. | EQUITY | YES | 30 | 3% | $23,998.00 |
| 3 | LOAN | $15,780 | 02/12/97 | Refer to Note No. 1 below. | EQUITY | YES | 30 | 3% | $15,780.00 |
| 4 | LOAN | $15,780 | 02/27/97 | Refer to Note No. 1 below. | EQUITY | YES | 30 | 3% | $15,780.00 |
| 5 | LOAN | $11,250 | 03/06/97 | Refer to Note No. 1 below. | EQUITY | YES | 30 | 3% | $11,250.00 |
| 6 | LOAN | $23,700 | 03/05/98 | Refer to Note No. 1 below. | EQUITY | YES | 30 | 3% | $23,700.00 |
| 7 | LOAN | $21,735 | 06/29/98 | Refer to Note No. 1 below. | EQUITY | YES | 30 | 3% | $21,735.00 |
| 8 | LOAN | $30,000 | 03/04/99 | Refer to Note No. 1 below. | EQUITY | YES | 30 | 3% | $30,000.00 |
| 9 | LOAN | $8,300 | 10/29/99 | Refer to Note No. 1 below. | EQUITY | YES | 30 | 3% | $8,300.00 |
| 10 | LOAN | $25,850 | 05/02/01 | Refer to Note No. 1 below. | EQUITY | YES | 30 | 5% | $23,461.60 |
| 11 | LOAN | $25,850 | 08/02/01 | Refer to Note No. 1 below. | EQUITY | YES | 30 | 5% | 24,381.63 |
| 12 | LOAN | $25,580 | 10/04/01 | Refer to Note No. 1 below. | EQUITY | YES | 30 | 5% | $25,442.90 |
| 13 | LOAN | $25,100 | 10/30/01 | Refer to Note No. 1 below. | EQUITY | YES | 30 | 5% | $24,530.35 |
| 14 | LOAN | $25,850 | 08/23/02 | Refer to Note No. 1 below. | EQUITY | YES | 30 | 5% | $25,850.00 |
| 15 | LOAN | $25,800 | 04/01/03 | Refer to Note No. 1 below. | EQUITY | YES | 30 | 5% | $25,800.00 |
| 16 | LOAN | $25,850 | 08/08/03 | Refer to Note No. 1 below. | EQUITY | YES | 30 | 5% | $25,850.00 |
| 17 | LOAN | $50,000 | 12/01/04 | Refer to Note No. 1 below. | EQUITY | YES | 30 | 5% | $50,000.00 |
| 18 | LOAN | $50,000 | 05/13/05 | Refer to Note No. 1 below. | EQUITY | YES | 30 | 5% | $50,000.00 |
| 19 | LOAN | $50,000 | 07/15/05 | Refer to Note No. 1 below. | EQUITY | YES | 30 | 5% | $50,000.00 |
| 20 | LOAN | $50,000 | 07/21/05 | Refer to Note No. 1 below. | EQUITY | YES | 30 | 5% | $50,000.00 |
| 21 | LOAN | $100,000 | 04/26/06 | Refer to Note No. 1 below. | EQUITY | YES | 30 | 5% | $100,000.00 |
| 22 | LOAN | $100,000 | 05/03/07 | Refer to Note No. 1 below. | EQUITY | YES | 30 | 5% | $100,000.00 |
| 23 | LOAN | $100,000 | 05/31/07 | Refer to Note No. 1 below. | EQUITY | YES | 30 | 0% | $100,000.00 |
| 24 | LOAN | $100,000 | 06/18/07 | Refer to Note No. 1 below. | EQUITY | YES | 30 | 5% | $100,000.00 |
| 25 | LOAN | $100,000 | 05/16/08 | Refer to Note No. 1 below. | EQUITY | YES | 45 | 5% | $100,000.00 |
| 26 | LOAN | $67,000 | 05/20/08 | Refer to Note No. 1 below. | EQUITY | YES | 30 | 5% | $67,000.00 |
| 27 | LOAN | $150,000 | 06/13/08 | Refer to Note No. 1 below. | EQUITY | YES | 45 | 5% | $150,000.00 |
| 28 | LOAN | $150,000 | 06/26/08 | Refer to Note No. 1 below. | EQUITY | YES | 45 | 5% | $150,000.00 |
| 29 | LOAN | $150,000 | 08/01/08 | Refer to Note No. 1 below. | EQUITY | YES | 45 | 5% | $150,000.00 |
| 30 | LOAN | $115,000 | 08/27/08 | Refer to Note No. 1 below. | EQUITY | YES | 45 | 5% | $115,000.00 |
| 31 | LOAN | $100,000 | 09/08/08 | Refer to Note No. 1 below. | EQUITY | YES | 45 | 5% | $100,000.00 |
| 32 | LOAN | $150,000 | 09/11/08 | Refer to Note No. 1 below. | EQUITY | YES | 45 | 5% | $150,000.00 |

| | | |

| | | |

Exhibit E - Rents/Operations

**City or County of Carson**
**Inventory of Assets Received Pursuant to Health and Safety Code section 34176 (a) (2)**

| Item # | Type of payment a/ | Type of property with which they payments are associated b/ | Property owner | Entity that collects the payments | Entity to which the collected payments are ultimately remitted | Purpose for which the payments are used | Is the property encumbered by a low-mod housing covenant? | Source of low-mod housing covenant c/ | Item # from Exhibit A the rent/operation is associated with (if applicable) |
|---|---|---|---|---|---|---|---|---|---|
| 1 | Residual Receipts | Low-Mod Housing | Grace Housing LTD | Carson Housing Authority | Carson Housing Authority | Operations | YES | CRL | |
| 2 | Residual Receipts | Low-Mod Housing | Carson Terrace LP | Carson Housing Authority | Carson Housing Authority | Operations | YES | CRL | |
| 3 | Residual Receipts | Low-Mod Housing | Carson Housing LTD | Carson Housing Authority | Carson Housing Authority | Operations | YES | CRL | |
| 4 | Residual Receipts | Low-Mod Housing | Carson City Center Senior Housing LP | Carson Housing Authority | Carson Housing Authority | Operations | YES | CRL | |
| 5 | Residual Receipts | Low-Mod Housing | East Carson Housing Partners | Carson Housing Authority | Carson Housing Authority | Operations | YES | CRL | |
| 6 | Conditional Loan Repayment | Low-Mod Housing | In-Town Communities, LLC | Carson Housing Authority | Carson Housing Authority | Operations | YES | CRL | |
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a/ May include revenues from rents, operation of properties, residual receipt payments from developers, conditional grant repayments, costs savings and proceeds from refinancing, and principal and interest payments from homebuyers subject to enforceable income limits.

b/ May include low-mod housing, mixed-income housing, low-mod housing with commercial space, mixed-income housing with commercial space.

c/ May include California Redevelopment Law, tax credits, state bond indentures, and federal funds requirements.

Exhibit F - Rents

**City or County of Carson**
**Inventory of Assets Received Pursuant to Health and Safety Code section 34176 (a) (2)**

| Item # | Type of payment a/ | Type of property with which the payments are associated b/ | Property owner | Entity that collects the payments | Entity to which the collected payments are ultimately remitted | Purpose for which the payments are used | Is the property encumbered by a low-mod housing covenant? | Source of low-mod housing covenant c/ | Item # from Exhibit A the rent is associated with (if applicable) |
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a/ May include rents or home loan payments.

b/ May include low-mod housing, mixed-income housing, low-mod housing with commercial space, mixed-income housing with commercial space.

c/ May include California Redevelopment Law, tax credits, state bond indentures, and federal funds requirements.

Exhibit G - Deferrals

**City or County of Carson**
**Inventory of Assets Received Pursuant to Health and Safety Code section 34176 (a) (2)**

| Item # | Purpose for which funds were deferred | Fiscal year in which funds were deferred | Amount deferred | Interest rate at which funds were to be repaid | Current amount owed | Date upon which funds were to be repaid |
|---|---|---|---|---|---|---|
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# APPENDIX 2 - HOUSING SUCCESSOR ANNUAL REPORT REQUIREMENTS

| *Health and Safety Code Section 34176.1(f)* | |
|---|---|
| **Housing Asset Fund Revenues & Expenditures** | Total amount deposited in the Housing Asset Fund for the fiscal year.<br><br>Amount of deposits funded by a Recognized Obligation Payment Schedule ("ROPS").<br><br>Statement of balance at the close of the fiscal year.<br><br>Description of Expenditures for the fiscal year, broken out as follows:<br>• Homeless prevention and rapid rehousing<br>• Administrative and monitoring<br>• Housing development expenses by income level assisted<br><br>Description of any transfers to another housing successor for a joint project. |
| **Other Assets and Active Projects** | Description of any project(s) funded through the ROPS.<br><br>Update on property disposition efforts (note that housing successors may only hold property for up to five years, unless it is already developed with affordable housing).<br><br>Other "portfolio" balances, including:<br>• Statutory value of any real property either transferred from the former Agency or purchased by the Housing Asset Fund<br>• Value of loans and grants receivable<br><br>Inventory of homeownership units assisted by the former Agency or the housing successor that are subject to covenants or restrictions or to an adopted program that protects the former Agency's investment of monies from the Low and Moderate Income Housing Fund. |
| **Obligations & Proportionality** | Description of any outstanding production obligations of the former Agency that were inherited by the Housing Successor.<br><br>Compliance with proportionality requirements (income group targets), which must be upheld on a five-year cycle.<br><br>Percentage of deed-restricted rental housing restricted to seniors and assisted by the former Agency, the Housing Successor, or the City within the past ten years compared to the total number of units assisted by any of those three agencies.<br><br>Amount of any excess surplus, and, if any, the plan for eliminating it. |

# APPENDIX 3 – HOUSING ASSET FUND EXPENDITURE REQUIREMENTS

| *Health and Safety Code Section 34176.1* | | |
|---|---|---|
| Expense Category | Limits | Allowable Uses |
| **Administration and Compliance Monitoring**<br><br>*Annual Limit* | **$3,506,935 maximum** for FY 2023-24 (limit varies each year) | Administrative activities such as:<br>• Professional services (consultant fees, auditor fees, etc.)<br>• Staff salaries, benefits, and overhead for time spent on Housing Successor administration<br>• Compliance monitoring to ensure compliance with affordable housing and loan agreements<br>• Property maintenance at Housing Successor-owned properties<br><br>Capped at $200,000 adjusted annually for inflation or 5% of the statutory value of real property owned by the housing successor and the value of loans and grants receivable from the HAT ("Portfolio"), whichever is greater. |
| **Homeless Prevention and Rapid Rehousing Solutions**<br><br>*Annual Limit* | **$250,000 maximum** per fiscal year | • Services for individuals and families who are homeless or would be homeless but for this assistance, including:<br>• Contributions toward the construction of local or regional homeless shelters<br>• Housing relocation and stabilization services including housing search, mediation, or outreach to property owners<br>• Short-term or medium-term rental assistance<br>• Security or utility deposits<br>• Utility payments<br>• Moving cost assistance<br>• Credit repair<br>• Case management<br>• Other appropriate activities for homelessness prevention and rapid rehousing of persons who have become homeless. |
| **Affordable Housing Development** | No spending limit, but must comply with income and age targets | "Development" includes:<br>• New construction<br>• Acquisition and rehabilitation<br>• Substantial rehabilitation<br>• Acquisition of long-term affordability covenants on multifamily units<br>• Preservation of at-risk units whose affordable rent restrictions would otherwise expire over the next five years |

| *Health and Safety Code Section 34176.1* | | |
|---|---|---|
| Expense Category | Limits | Allowable Uses |
| | ***Income Targets***<br><br>*Fixed Five-Year Compliance Period*<br><br>*(FY 2019-20 to 2023-24)* | Every five years (currently FYs 2020-2024), Housing Asset Funds must meet income targets:<br>• At least 30% on extremely low income rental households (up to 30% AMI or "Area Median Income")<br>• No more than 20% on low income households (60-80% AMI)<br><br>Moderate and above moderate income households may not be assisted (above 80% AMI).<br><br>Failure to comply with the extremely low income requirement in any five-year compliance period will result in having to ensure that 50 percent of remaining funds be spent on extremely low income rental units until in compliance.<br><br>Exceeding the expenditure limit for low households earning between 60-80% AMI in any five-year reporting period will result in not being able to expend any funds on these income categories until in compliance. |
| | ***Age Targets***<br><br>*Rolling Ten-Year Period* | For the prior ten years (resets every year), a maximum of 50% of deed-restricted rental housing units assisted by the Housing Successor or its host jurisdiction may be restricted to seniors.<br>If a housing successor fails to comply, Housing Asset Funds may not be spent on deed-restricted rental housing restricted to seniors until in compliance. |

# Report to Honorable Mayor and City Council

Tuesday, March 18, 2025, 5:00 PM

CONSENT 20.

To: Honorable Mayor and City Council

From: Joshua Boudreaux, Director of Human Resources HR Administration

Subject: CONSIDER RESOLUTION NO. 25-037 APPROVING THE SUCCESSOR MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CARSON AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME) FULL-TIME UNION, LOCAL 809 (CITY COUNCIL)

## I. SUMMARY

The City Council previously approved the Memorandums of Understanding (MOUs) between the City of Carson and the American Federation of State, County, and Municipal Employees (AFSCME) Union, Council 36, Local 809, through Resolution No. 22-224 on November 1, 2022.

Following the City Council's direction, the City's negotiating team has engaged in good-faith discussions, as required by state law, with representatives of the AFSCME Local 809 Full-Time unit to draft and present a successor MOU for the 2024-2028 period. The attached resolution is submitted for City Council's approval of the proposed MOUs covering the period from July 1, 2024, to June 30, 2027.

Additionally, the City's negotiating team is in the final stages of completing MOUs with AFSCME Local 809 Part-Time and AFSCME Local 1017; as well as SEIU represented bargaining groups in the city (CPSA and AME).

## II. RECOMMENDATION

WAIVE further reading and ADOPT Resolution No. 25-037, " A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, APPROVING THE UPDATED SUCCESSOR MEMORANDUM OF UNDERSTANDING (WITH UPDATED SALARY TABLE) BETWEEN THE CITY OF CARSON AND THE AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES UNION (AFSCME), LOCAL 809 FOR THE PERIOD OF JULY 1, 2024 THROUGH JUNE 30, 2027."

## III. ALTERNATIVES

TAKE another action that City Council deems appropriate.

## IV. BACKGROUND

The previous Memorandum of Understanding between the City of Carson and AFSCME Local 809 full time employees expired June 30, 2024. The parties began negotiating the successor MOUs. The labor relation representatives of the City and AFSCME Local 809 bargaining unit's have prepared successor MOU's by attached resolutions for approval, adopting and implementation.

The City's negotiation team appreciates the time and effort that AFSCME Local 809 bargaining unit representatives have devoted in achieving these successor collective bargaining agreements. Staff also thanks bargaining units memberships for their patience during this lengthy process to obtain
an approved successor MOU. Through the meet and confer process, management staff were able to negotiate various terms and deal points. Namely, the most significant concession included the following cost of living adjustments:

Cost of Living Increases-Compensation:
FY 2024/2025 6% COLA retro to July 1, 2024
FY 2025/2026 4% COLA effective July 1, 2025
FY 2026/2027 4% COLA effective July 1, 2026

Additional provisions and concessions where tentatively agreed to with the bargaining unit and are included in Resolution No. 25-037 and the attached MOU (exhibit 1).

## V. FISCAL IMPACT

There is no fiscal impact related to adoption of this resolution and execution of the MOU as all related costs have already been incorporated in the Fiscal Year 2024-2025 adopted budget. This has been incorporated in the 2024-2025 budget.

## VI. EXHIBITS

1. Resolution No. 25-037-MOU AFSCME Local 809 Full-Time
2. AFSCME Local 809 Full-Time Salary Tables

**Attachments**

Exhibit No. 1- Resolution No. 25-037-MOU AFSCME Local 809 Full Time
Exhibit No. 2-AFSCME Local 809 Full-Time Salary Tables

**RESOLUTION NO. 25-037**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, APPROVING THE UPDATED SUCCESSOR MEMORANDUM OF UNDERSTANDING (WITH UPDATED SALARY TABLE) BETWEEN THE CITY OF CARSON AND THE AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES UNION (AFSCME), LOCAL 809 FOR THE PERIOD OF JULY 1, 2024 THROUGH JUNE 30, 2027**

**WHEREAS**, the City of Carson ("City") has and continues to recognize the American Federation of State, County and Municipal Employees Union ("AFSCME"), Council 36, Local 809 as the sole exclusive bargaining agent for those City employees designated as being in the Clerical and Technical Unit, the Crafts and Trades Unit, and the Professional/Middle Management Unit for all matters concerning wages, hours and working conditions; and

**WHEREAS**, the most current Memorandum of Understanding ("MOU") between the City and AFSCME expired on June 30, 2024; and

**WHEREAS**, the City's labor relations representatives and AFSCME representatives successfully met and conferred to negotiate a successor MOU between the parties pursuant to both the Meyers-Milias-Brown Act, Government Code Sections 3500 *et seq*., and the City's Employer-Employee Relations Resolution No. 85-107 ("EERR"), and jointly prepared and executed a Tentative Agreement dated March 11, 2025 for a successor memorandum of understanding (Tentative Agreement), which was approved by City Council's adoption of Resolution No. 22-216 on October 18, 2022; and

**WHEREAS,** on November 1, 2022 the City Council adopted Resolution No. 22-224, approving the successor memorandum of understanding between the City and AFSCME 809 for the period July 1, 2021 through June 30, 2024 ("AFSCME 809 MOU"); and

**WHEREAS,** the City has recently updated the salary table for the AFSCME 809 MOU and has also updated a few sections of the AFSCME 809 MOU (collectively, "Updated AFSCME 809 MOU"), such that the salary tables will be effective retroactively from the effective date of the CPSA MOU from July 1, 2024; and

**WHEREAS**, AFSCME 809 ratified the Updated AFSCME 809 MOU by a vote of its membership, and the AFSCME 809 representatives have executed the same, such that the Updated AFSCME 809 MOU can be considered by the City Council; and

**WHEREAS**, the City Council now desires to approve the Updated AFSCME 809 MOU.

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

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

**Section 2.** The City Council approves the Updated AFSCME 809 MOU, a copy of which is attached hereto as Attachment 1 and authorizes the City Manager to execute the same.

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

**Section 4.** This Resolution shall be effective immediately upon its passage and adoption.

**PASSED, APPROVED** and **ADOPTED** this 18th day of March, 2025.

_____
Lula Davis-Holmes, Mayor

APPROVED AS TO FORM:

_____
Sunny K. Soltani, City Attorney

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

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

I, Khaleah Bradshaw, City Clerk of the City of Carson, do hereby certify that the foregoing Resolution, being Resolution No. 25-037, was passed and approved by the City Council of the City of Carson at its meeting held on March 18, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Dr. Khaleah K. Bradshaw, City Clerk

ATTACHMENT 1

Updated AFSCME 809 MOU

# MEMORANDUM OF UNDERSTANDING

# BETWEEN

# THE CITY OF CARSON

# AND

# THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES UNION (AFSCME), COUNCIL 36, LOCAL 809

## JULY 1, 2024 THROUGH JUNE 30, 2027

## ADOPTED BY RESOLUTION NO. 25-037

## (RESCINDS AND REPLACES RESOLUTION NO. 22-224)

## APPROVED MARCH 18, 2025

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## ARTICLE I
## RECOGNITION

The City of Carson (hereinafter the "City") recognizes the American Federation of State, County and Municipal Employees Union, Council 36, Local 809 (hereinafter the "Union" or "AFSCME") as the sole exclusive employee organization and bargaining agent for employees in the Clerical and Technical Unit, the Crafts and Trades Unit, and the Professional/Middle Management Unit (hereinafter the "Unit members") in all matters concerning wages, hours and working conditions. The designated appropriate units and their represented classifications are attached hereto as Appendix A. The list of Occupational Groupings for use with this Memorandum of Understanding (hereinafter the "MOU") is attached hereto as Appendix B. Any reference hereinafter to "Unit member(s)" means those Unit members represented by AFSCME and thereby covered under this MOU.

It is agreed that this MOU was negotiated pursuant to Chapter 10 (Section 3500 et. seq.) of Division 4, Title 1 of the Government Code and pursuant to Resolution No. 85-107, the Employer-Employee Relations Resolution of the City of Carson. The Union recognizes the City Manager, his/her designee and/or the City's Employee Relations Officer, as the exclusive representatives of the City for purposes of entering into this MOU. The City and the Union agree to make a good faith effort to ensure that all rules, policies and procedures are uniformly and consistently applied throughout the City service.

## ARTICLE II
## DEFINITION OF TERMS

The following terms, whenever used in this MOU, shall have the meanings set forth in this Article.

**SECTION 1 - ACTING DUTY:**

On a temporary basis, the performance by a Unit member of the duties of a higher classification with a higher pay range than the pay range of the Unit member's assigned classification.

**SECTION 2 - CLASSIFICATION:**

A position or group of positions sufficiently similar in respect to authority, duties and responsibilities such that the same descriptive title is assigned.

**SECTION 3 - DAY:**

A calendar day.

**SECTION 4 - DEPARTMENT:**

Any one of the five organizational departments of the City's organizational structure managed by a Department Director or the City Manager.

**SECTION 5 - DEPARTMENT DIRECTOR:**

An individual assigned to any of the following classifications: Director of Public Works, Director of Finance, Director of Human Resources, Director of Community Development, Director of Community Services Parks & Recreation, Director of Information Technology & Security, or any other Director position created during the term of this MOU.

**SECTION 6 - DOMESTIC PARTNERSHIP:**

As defined in the California Family Code Section 297, two adults who have chosen to share one another's lives in an intimate and committed relationship of mutual caring and that meet the conditions and/or requirements of Section 297 and related statutes defining such relationships.

**SECTION 7 - FULL-TIME:**

A period of forty (40) hours of work time per workweek in increments of eight (8), nine (9) or ten (10) hours per shift.

**SECTION 8 - IMMEDIATE FAMILY:**

A Unit member's spouse, domestic partner, child, grandchild, son-in-law, daughter-in-law, parent, grandparent, parent-in-law, brother, sister, brother-in-law and sister-in-law. "Child" shall also include a biological, foster, or adopted child, a stepchild, a legal ward, a child of a domestic partner, or a child of a person standing in loco parentis (which means to assume the duties and responsibilities of a parent; in the place of a parent). "Parent" shall include a biological, foster, or adoptive parent, a stepparent, or a legal guardian.

**SECTION 9 - LEAVE:**

An absence from work.

**SECTION 10 - MANAGEMENT:**

An employee assigned to any of the following classifications:

City Manager, Assistant City Manager, Deputy City Manager, Director of Public Works, Director of Community Development, Director of Community Services/Park & Recreation, Director of Finance, Director of Human Resources, Accounting Manager, Chief Deputy City Clerk, Chief Deputy City Treasurer, GIS Administrator, Director of Information Technology & Security, Information Technology Manager, Landscape & Building Maintenance Superintendent, Principal Civil Engineer/City Engineer, Public Information Manager, Public Safety Services Manager, Purchasing Manager, Recreation Superintendent, Community Services Superintendent, Revenue Manager, Sustainability & Innovation Manager, Traffic Engineer, Right of Way OPS Superintendent, Emergency Services Manager, or any City employee appointed to a classification designated by the City Manager as managerial..

**SECTION 11 – PAY PERIOD:**

A pay period consists of two (2) consecutive workweeks established to provide twenty-six (26) pay periods each calendar year.

**SECTION 12 - POSITION:**

Authority, duties and responsibilities assigned by the City, which constitute the services to be performed by a City employee.

**SECTION 13 - PREVAILING PAY RATE:**

The basic pay rate within a pay range paid to a Unit member for the performance of the duties and responsibilities of a classification.

**SECTION 14 - SENIORITY:**

A status acquired by an employee based upon the employee's period of total actual service in a specific job classification.

**SECTION 15 - TENURE:**

A status acquired by an employee based upon the employee's period of total actual service with the City.

**SECTION 16 - UNIT MEMBER:**

An individual compensated through the city payroll, appointed to one of the classifications listed in Appendix A.

**SECTION 17 - WORKDAY:**

A workday is an individual 24-hour period within a seven consecutive day (168-hour) workweek.

**SECTION 18 - WORKWEEK:**

A workweek is a fixed and regularly recurring period of 168 hours - seven consecutive 24-hour periods (workdays) - which begins at 12:01 a.m. on Saturday and end at 12:00 a.m. on Friday.

**SECTION 19 - WORK SCHEDULE:**

A full-time work schedule is a forty (40) hour per workweek schedule consisting of:

- Eight (8) hours in a workday for five (5) consecutive workdays within a workweek; or
- Ten (10) hours in a workday for four (4) consecutive workdays within a workweek.

# ARTICLE III
# COMPENSATION

## SECTION 1 - SALARY:

**A. FY 2024/2025 6% COST-OF-LIVING-ADJUSTMENT (COLA) (RETRO TO JULY 1, 2024)**

**B. FY 2025/2026 4% SALARY INCREASE**

**C. FY 2027/2028 4% SALARY INCREASE**

## SECTION 2 - CLASS A/B LICENSE PAY:

The City agrees to pay Unit members who are required to possess and use during the course of work a Class A or B California Driver's License, an additional 5% per month. To qualify for such compensation, the Class A or B Driver's License must be required to perform the duties of the Unit member's assigned classification.

## SECTION 3 - LONGEVITY PAY:

**3.1** The City agrees to pay Unit members two and one-half percent (2.5 %) of their prevailing pay rate as longevity pay, commencing after they have attained fifteen (15) years of service credit.

**3.2** In addition to the longevity pay in Section 3.1 above, the City agrees to pay Unit members an additional two and one-half percent (2.5%) of their prevailing pay rate as longevity pay, commencing after they have attained twenty (20) years of service credit.

**3.3** In addition to the longevity pay in Sections 3.1 and 3.2 above, the City agrees to pay Unit members an additional two and one-half percent (2.5%) of their prevailing pay rate as longevity pay,

**3.4** In addition to the longevity pay in Sections 3.1, 3.2 and 3.3 above, the City agrees to pay Unit members an additional two and one-half percent (2.5%) of their prevailing pay rate as longevity pay, commencing after they have obtained thirty (30) years of service credit.

## SECTION 4 - JOB SERIES:

**4.1** The City has established a Job Series Program to include selected AFSCME classifications. The purpose of the Job Series is to provide upward mobility for classifications which achieve increased skill and knowledge after specific time in grade. In order for Unit members to promote through job series classifications, they must pass the required test and have a current performance evaluation on file with a "meets job requirements" or higher overall performance rating (issued within the last twelve months).

**4.2** Job Series promotions shall be effective after meeting the guidelines above in the following order:

Required Test:

a. The City shall develop the test material for job series promotions within the next 12 months after adoption of this MOU.

b. After a Unit member meets the required time in grade within a job series classification, the job series test to promote to the next level of the job series shall be administered upon the Unit member's written request as follows:

1) If a test is currently available, it shall be administered within 30-days from the Unit member's written request to be tested. The effective date of the job series promotion will be the date the test is passed.

2) If a test is not currently available, it shall be developed and administered within 90 days from the date of the Unit member's written request to take it. Once the job series test has been successfully passed and a current qualifying performance evaluation is on file, the Unit member shall receive the job series promotion and pay retroactive to the date of the written request.

3) In the unfortunate situation that a test is still not available after 90 days, the Unit member can be promoted to the next level of the job series if the Unit member's immediate supervisor and the department director certify in writing that the Unit member is qualified to be promoted to the next level. If the job series promotion is effectuated as a result of departmental certification, the effective date of the job series promotion shall be the date of the Unit member's written request, provided that a current qualifying performance evaluation is on file.

Current Performance Evaluation:

a. After a Unit member meets the required time in grade within a job series classification, and has made a written request to take the job series test, the requirement to have a current performance evaluation on file with a "meets job requirements" or higher overall performance rating (issued within the last twelve months) will be handled as follows:

1) If there is no current performance evaluation on file at the time Human Resources receives a written request to be tested for a job series promotion, Human Resources will notify the Unit member's supervisor that a performance evaluation needs to be completed for such Unit member.

2) If the performance evaluation is not completed within 60 days from the date of the Unit member's written request to test for a job series promotion, the Unit member shall automatically promote to the next level of the job series, provided the Unit member has successfully passed the job series test. The effective date of the job series promotion will be the date the test is passed.

3) If a Unit member does not successfully pass the test given for a job series promotion, the Unit member will be eligible to be re-tested in 30 days. If a Unit member does not successfully pass the second test, the Unit member will not be eligible to be re-tested until six months from the date of the second test.

**4.3** The following positions are included in the job series:

| LEVEL 1 | LEVEL 2 | LEVEL 3 |
|---|---|---|
| Accounts Payable Specialist I<br>Salary Range 334 | Accounts Payable Specialist II<br>Salary Range 336 | |
| Adult Sports Coordinator I<br>Salary Range 341 | Adult Sports Coordinator II<br>Salary Range 343 | |
| Assistant Events Coordinator<br>Salary Range 331 | Events Coordinator<br>Salary Range 337 | |
| Assistant Fac. Maint. Tech.<br>Salary Range 327<br><br>Assistant Groundsworker<br>Salary Range 325 | Facilities Maint. Tech. I<br>Salary Range 329<br><br>Groundsworker I<br>Salary Range 327 | Facilities Maint. Tech. II<br>Salary Range 335<br><br>Groundsworker II<br>Salary Range 331 |
| Assistant Maintenance Worker<br>Salary Range 324 | Maintenance Worker I<br>Salary Range 326 | Maintenance Worker II<br>Salary Range 331 |
| Assistant Tree Trimmer<br>Salary Range 325 | Tree Trimmer I<br>Salary Range 327 | Tree Trimmer II<br>Salary Range 333 |
| Business License Specialist I<br>Salary Range 334 | Business License Specialist II<br>Salary Range 336 | |
| Code Enforcement Aide<br>Salary Range 333 | Code Enforcement Officer<br>Salary Range 342 | |
| Community Services Coord. I<br>Salary Range 341<br><br>Equipment Service Worker<br>Salary Range 331 | Community Services Coord. II<br>Salary Range 343<br><br>Equipment Mechanic I<br>Salary Range 335 | <br><br>Equipment Mechanic II<br>Salary Range 338 |
| Event Services Coordinator I<br>Salary Range 341<br><br>Event Services Worker I<br>Salary Range 324 | Event Services Coordinator II<br>Salary Range 343<br><br>Event Services Worker II<br>Salary Range 326 | <br><br>Event Services Worker III<br>Salary Range 331 |

| | | |
|---|---|---|
| Graphic Designer I<br>Salary Range 335 | Graphic Designer II<br>Salary Range 337 | |
| Kids Club Coordinator I<br>Salary Range 341<br><br>Office Clerk<br>Salary Range 322 | Kids Club Coordinator II<br>Salary Range 343<br><br>Typist Clerk I<br>Salary Range 324 | <br><br><br>Typist Clerk II<br>Salary Range 326 |
| Planning Technician I<br>Salary Range 339 | Planning Technician II<br>Salary Range 341 | |
| Purchasing Specialist I<br>Salary Range 334 | Purchasing Specialist II<br>Salary Range 336 | |
| Recreation Center Supv. I<br>Salary Range 343 | Recreation Center Supv. II<br>Salary Range 346 | |
| Recreation Permits Coord. I<br>Salary Range 341 | Recreation Permits Coord. II<br>Salary Range 343 | |
| Senior Account Clerk I<br>Salary Range 334 | Senior Account Clerk II<br>Salary Range 336 | |
| Seniors Assisted Living Coordinator I<br>Salary Range 341 | Seniors Assisted Living Coordinator II<br>Salary Range 343 | |
| Seniors Recreation Program Coordinator I<br>Salary Range 341 | Seniors Recreation Program Coordinator II<br>Salary Range 343 | |
| Seniors Services Coord. I<br>Salary Range 341 | Seniors Services Coord. II<br>Salary Range 343 | |
| Special Needs Recreation Coordinator I<br>Salary Range 341 | Special Needs Recreation Coordinator II<br>Salary Range 343 | |
| Transportation Coordinator I<br>Salary Range 341 | Transportation Coordinator II<br>Salary Range 343 | |
| Youth Sports Coordinator I<br>Salary Range 341 | Youth Sports Coordinator II<br>Salary Range 343 | |

**4.4** Within 120 days after approval of this MOU by the City Council, the parties agree to meet and

confer regarding the job series advancement and promotions herein.

**SECTION 5 - DIFFERENTIAL PAY FOR CERTAIN "SENIOR" CLASSIFICATIONS:**

The following classifications will be assigned a salary range that is at least 7.5% higher at step F than step F of the salary range of their highest paid subordinate classification (see Appendix D) –

1. Electrician
2. HVAC Technician
3. Irrigation Technician
4. Lead Facilities Maintenance Technician
5. Locksmith
6. Painter
7 Plumber
8. Senior Custodian
9. Senior Groundsworker
10. Senior Maintenance Worker I
11. Senior Maintenance Worker II
12 Senior Tree Trimmer

**SECTION 6 - SHIFT DIFFERENTIAL PAY:**

**6.1** Unit members scheduled to work during the first shift, from 6:30 a.m. to 6:30 p.m., shall not be paid shift differential pay for any hours worked.

**6.2** Unit members scheduled to work during the second shift shall receive shift differential pay calculated as a five percent (5%) increase in the Unit member's prevailing pay rate for any hours worked from 2:00 p.m. to 11:00 p.m.

**6.3** Unit members scheduled to work during the third shift shall receive shift differential pay calculated as a 10% increase in the Unit member's prevailing pay rate for any hours worked from 11:00 p.m. to 8:00 a.m.

**6.4** Unit members scheduled to work a split-shift between the first and second shifts will receive the 5% differential for those hours worked in the second shift, provided that more than half the Unit member's scheduled hours are in the second shift.

**6.5** Management shall be able to establish schedules for the first, second and third shifts in accordance with the City's operational requirements.

**6.6** Shift differential shall continue to be received when the Unit member is on vacation, sick, holidays, jury duty or other paid leave, excluding workers' compensation and long-term disability.

**SECTION 7 - ACTING DUTY PAY:**

**7.1** The Department Director may request, through the City Manager or his/her designee, to appoint a Unit member to acting duty status to perform the duties of a higher classification that is vacant or has been recently created.

**7.2** A Unit member may serve in acting duty status only until such time as the City makes a regular appointment to the classification or until such time that the incumbent Unit member returns to work

**7.3** An acting duty appointment may be effective for a period of up to thirty (30) days except for special circumstances as defined by the City Manager or his/her designee. The City Manager, or his/her designee, may extend an acting duty appointment.

**7.4** A Unit member appointed to acting duty status shall be paid a pay rate not less than the minimum pay rate in the pay range for the acting duty classification, and such acting duty pay rate shall be at least ten percent (10%) more than the Unit member's prevailing pay rate immediately prior to acquiring acting duty status.

**7.5** A Unit member shall not be paid more than the maximum pay rate in the pay range for the acting duty classification.

**7.6** While serving in acting duty status, the Unit member shall continue to be eligible to receive any pay adjustments or advancements granted to the Unit member's permanent classification.

**7.7** A Unit member appointed to acting duty status shall receive acting duty pay immediately upon assuming the acting duty position, provided the assignment is for at least a scheduled work shift.

**7.8** A Unit member has the right to refuse any acting duty assignment, in writing, with justification.

**7.9** A Unit member appointed to acting duty status can discontinue the acting duty assignment by notifying the immediate supervisor in writing one (1) week in advance of the Unit member's intention to return to regular status.

**7.10** A Unit member may be removed from acting duty status after serving in the acting assignment for one (1) work week, at any time, at the discretion of the Department Director. Before removing the Unit member from acting duty appointment, the reasons for the removal shall be discussed with the Unit member and documented in writing. If the Unit member is not available to discuss the reasons for removal, they shall be discussed after removal or upon the Unit members return to work.

**7.11** If a Unit member in a subordinate classification is appointed to acting duty status in a higher classification while a Unit member in a superior classification is bypassed, the Unit member in the superior classification may submit a statement of exception to the appointing authority through the Director of Human Resources. This subsection shall not apply if an eligibility list under subsection 7.13 of this article was properly utilized.

**7.12** If a Union-represented Unit member is temporarily appointed to acting duty status to a position not represented by AFSCME, the Unit member shall continue to receive the same fringe benefits at the same levels and rates as that Unit member received prior to the temporary assignment.

**7.13** The City shall continue a citywide policy of rotating acting duty appointments based on the following order:

1) From the current employment eligibility list.

2) From a list of employees, within the respective division, in the immediately subordinate classification(s) of the vacant position, ranked by seniority, and if there is a tie in seniority, then by tenure.

3) From a list of employees, within the respective department, in the immediately subordinate classification(s) of the vacant position, ranked by seniority, and if there is a tie in seniority, then by tenure.

4) From a list of employees, from outside the respective department, in the immediate subordinate classification(s) of the vacant position, ranked by seniority, and if there is a tie in seniority, then by tenure. An acting appointment from outside the department can only be made upon the approval of the department directors of the two affected departments.

The rotation of acting appointments should be used for all periods exceeding 30 calendar days, unless extended by the City Manager or his/her designee. If a Unit member is placed into acting for a period of less than 30 days, the Unit member will not be moved down on the rotation list until the Unit member has completed 30 days of acting duty (even if not consecutive). Upon completion of 30 days of acting duty, the Unit member shall be placed at the bottom of the acting rotation list. For a Unit member that was previously not eligible for acting duty but subsequently becomes eligible, their name will be added to the rotation list in seniority order, and if there is a tie in seniority, then by tenure.

Unit members may submit a statement of exception to the City Manager, or his/her designee, if the rotation of acting duty appointments as stated within this subsection 7.13 is not followed.

A rotation list for acting duty will be established and posted within each specific division for each vacant position and copies of acting duty rotation lists should be provided to both Human Resources and Payroll.

**7.14** If a Unit member has served in an acting capacity long enough to satisfy the normal probation period, and if that Unit member is promoted into the position that he/she has been acting in, the probationary period shall be reduced to ninety (90) days.

**7.15** The City will not employ temporary Unit members in any vacant budgeted position where an acting appointment may be offered to a full-time Unit member.

**7.16** A Unit member in an acting duty appointment for sixty (60) days or longer, shall receive leave and holiday pay, at the acting rate for all such subsequent approved leaves and holidays that fall after the sixtieth (60th) day, provided that the position is not backfilled with another acting appointment.

## SECTION 8 - SALARY ADVANCEMENT:

**8.1** Salary advancement shall mean a pay rate increase given to a Unit member contingent upon a satisfactory or better performance evaluation within the pay range established for the Unit member's classification. A Unit member's pay rate increase shall be effective on the Unit

member's merit date. If a work group has not turned in a performance evaluation by the Unit members' merit date, any pay increase shall be automatically processed by Human Resources.

**8.2** The City shall retain the flexibility to hire Unit members with exceptional skills, experience or qualifications at a pay rate above the A-step.

**8.3** The City's full time pay ranges consist of six (6) merit pay steps (A-F). The first two (2) pay steps (A-B) shall require at least six (6) months before eligibility for a merit increase to the next step. The last four (4) pay steps (C-F) shall require at least twelve (12) months before eligibility for a merit increase to the next step through the final step (F).

**SECTION 9 - ALLOWANCE FOR MILEAGE:**

**9.1** The City shall reimburse Unit members for use of their personal automobile for official City business at the current IRS rate, as adjusted from time to time, in accordance with Standard Management Procedures.

**9.2** Reimbursement for mileage and related fees shall be made through submission of a petty cash reimbursement form and mileage reimbursement form to the City Treasurer's office. Such reimbursements may not exceed seventy-five dollars ($75.00). Reimbursements exceeding seventy-five dollars ($75.00) must be reimbursed through the City's demand register process.

**SECTION 10 - BILINGUAL USAGE PAY:**

**10.1** The City Manager or Director of Human Resources shall grant compensation to a Unit member for using bilingual skills in the course of work. A Unit member shall not receive bilingual pay unless such Unit member is required by his/her supervisor or the nature of his/her job and job duties to use his/her bilingual skills in assisting members of the public in obtaining City services or information.

**10.2** Unit members required to use bilingual skills while working may petition for bilingual usage pay by submitting written justification, approved by the Unit member's Department Director, to the City Manager or Director of Human Resources & Risk Management.

**10.3** Bilingual usage pay shall be one hundred dollars ($100.00) per month.

**10.4** The City may, at its discretion, test Unit members for proficiency in a second language in order for such Unit members to receive bilingual pay.

**SECTION 11 - UNIFORM DISTRIBUTION:**

**11.1** The City shall pay, to an approved vendor, the full cost to provide, maintain and clean eight (8) shirts, eight (8) pants or six (6) and two (2) Bermuda shorts and one (1) jacket for Unit members occupying classifications in the crafts and trades unit required by management to wear uniforms and for the Central Services Technician and Senior Central Services Technician. Seven (7) shirts and seven (7) pants or five (5) pants and two (two) Bermuda shorts for Unit members in the classification of Sr. Storekeeper and Storekeeper. Seven (7) shirts, five (5) pants or skirts, two (2) Bermuda shorts, one (1) jacket and ties, if required, to Unit members in the classification of Code

Enforcement Officer, Animal Control Officer, Parking Enforcement Officer, and Public Safety Engagement Officer. The City shall replace uniforms as required if such replacement is necessary due to normal wear as determined by management.

**11.2** The City shall furnish and fund the cost of uniforms for Community Services Department employees who are required to engage the public in the course of daily work, including but not limited to: Recreation/Community Services Supervisors, Coordinators, Assistant Coordinators, Bus Drivers, Early Childhood Education Instructors, etc. Uniform Provision shall include four (4) polo shirts, three (3) t-shirts, and one (1) jacket/sweater. All Unit members must comply with the City personnel rules and adopted uniform policy. Selection of specific uniform attire to be worn by Unit members is contingent upon work task, event, or occasion and is to be assigned and designated by the Department Director.

## SECTION 12 - COURT SERVICE COMPENSATION:

**12.1** Unit members summoned to a court to (a) to provide testimony when called on behalf of the City or (b) as directed by a Department Director or the City Manager, shall be paid their prevailing pay rate during such court service. The City shall reimburse Unit members for any reasonable costs associated with having to attend court and provide testimony on behalf of City, including mileage, transportation and/or parking fees.

**12.2** Pay for jury duty shall be limited to ten (10) working days in any one calendar year. Unit members shall receive shift differential pay if it is regularly received during their normal work shift.

**12.3** Unit members summoned to court on their normal day off pursuant to 12.1 above shall be entitled to overtime compensation at one and one-half times the employee's regular rate of pay for all hours worked over 40 in a workweek. The employee may also elect to receive compensatory time in lieu of pay. In calculating actual court time, travel to and from the courthouse is not included, but time allowed for rest or meal breaks shall be included as long as employee is required to report back to court after the break.

## SECTION 13 - PAY AND PAYCHECK DISTRIBUTION:

**13.1** Payday shall be bi-weekly on Thursday.

**13.2** Paychecks shall be dated and distributed bi-weekly on the Thursday payday.

**13.3** If any pay date falls on a holiday, the pay date shall be the preceding Wednesday.

**13.4** The City does not permit payroll check advances.

## SECTION 14 - OVERPAYMENT REMEDY:

Permanent Unit members covered herein shall reimburse the City for any overpayment of wages or benefits. Said reimbursement shall not be required until the City notifies the affected Unit member in writing. Reimbursement may be accomplished by lump-sum deduction made on the next subsequent Unit member payroll warrant following overpayment notification, or by other reasonable re-payment method acceptable to the Unit member and the City, except that the lump-sum deduction shall be required if the

next subsequent Unit member payroll warrant is the final or termination warrant issued to the affected Unit member. Human Resources shall not unreasonably withhold approval of payroll deductions to recover the overpayment.

**SECTION 15 - OVERTIME POLICY:**

Unit members are eligible to receive overtime pay or compensatory time, but they shall not work overtime unless authorized in advance to do so by the Department Director. No overtime pay may be authorized unless funds are allocated and available in the work group's current fiscal budget for overtime work. Department Directors shall be responsible for keeping accurate records for all overtime worked by their Unit members. The City absolutely shall not permit any overtime off the books.

**SECTION 16 - WORKDAY:**

For purposes of determining overtime, a workday is the twenty-four (24) hour period consisting of the eight (8) hours prior to the start of the work shift and the sixteen (16) hours after the start of the work shift. For example, if a scheduled work shift is 8 a.m. to 5 p.m. the workday is midnight to midnight of the next day. Overtime shall not be paid for hours worked during the scheduled work shift.

**SECTION 17 - OVERTIME COMPENSATION:**

The City shall provide Unit members with overtime compensation subject to the following conditions:

**17.1** Unit members shall receive either pay, calculated at one and one-half (1.5) times their prevailing pay rate, or compensatory leave, credited at one and one half (1.5) hours for each hour of overtime work performed. The one and one-half (1.5) time overtime pay rate shall apply to hours worked after the Unit members' end of regular work shift through/until 12:00 a.m. on the same day.

a. Work performed in excess of eight (8) hours in a workday in a five (5) day work week or work performed in excess of ten (10) hours in a four (4) day work week.

b. Work performed in excess of forty (40) hours in a workweek;

c. Work performed on the first, second or third scheduled days of rest.

d. For purposes of this section, hours paid shall count as work performed.

**17.2** For purposes of determining a Unit member's eligibility for overtime compensation only, authorized paid leave shall be considered as hours of work.

**17.3** When the City Manager or a Department Director decides that an emergency exists and requires that Unit members not on a scheduled shift work more than four (4) hours between midnight and 8 a.m., such Unit members shall receive, at the discretion of the City Manager or Department Director, either pay, calculated at two and one-half (2½) times their prevailing pay rate, or compensatory leave, credited at two and one-half (2½) hours, for each hour of emergency work. When the City Manager or Department Director requires that Unit members work more than eight (8) hours during an emergency, such Unit members shall not return to work for at least eight (8)

hours following completion of their emergency work. The City will comply with the Fair Labor Standards Act for FLSA-covered Unit members.

**17.4** When a Unit member is called back to work after leaving work or is called to work on a day when the Unit member would normally be off-duty, the City shall pay the Unit member for a minimum of three (3) hours of work (at the appropriate rate) even though the Unit member works less than three (3) hours. This provision shall not apply if the extra work is scheduled at least twenty-four (24) hours in advance, or if the Unit member is merely extending his/her workday.

**17.5** Supervisors shall not be called out to work in place of the Unit members covered by this agreement.

**17.6** If the City, State, or Federal government declares an emergency, the City shall provide meals for Unit members working said emergency. (Per FEMA guidelines for reimbursement.)

**17.7** The City absolutely shall not permit any overtime "off the books".

## SECTION 18 - OPPORTUNITY TO WORK OVERTIME:

The opportunity to work overtime shall be rotated according to direct order of seniority within the classifications and crews, within the department, which usually perform the work during the normal work shift. If a Unit member does perform the overtime work, then he or she shall go to the bottom of the list as if he or she had worked the overtime in the normal rotation. If a Unit member is not accessible, he or she retains the previous position on the list.

Overtime lists shall be updated on a daily basis and posted in a highly accessible area.

## SECTION 19 - HOLIDAY COMPENSATION:

**19.1** Full time Unit members shall be allowed time off with pay at the Unit member's straight time hourly rate for any holiday provided in this MOU unless required by the Department Director to work in order to maintain City services. Unit members required to work shall also be paid according to section 19.2 below.

**19.2** Unit members required to work on a holiday shall receive, at the discretion of the Department Director, either pay, calculated at two and one-half (2½) times their regular rate of pay or compensatory leave, credited at two and one-half (2½) hours for each hour worked on the holiday.

## SECTION 20 - ADDITIONAL COMPENSATION FOR CERTIFICATES/LICENSES:

**20.1** At the discretion of the Department Director and Human Resources Director, the City may authorize five percent (5%) additional compensation to Unit members who possess/secure the specialized licenses or certifications that are not already required of their classification but are recognized and used in the course of their duties by the City to provide needed services.

**20.2** In order for the Unit member to qualify for the additional compensation, the Department Director will provide to the Human Resources Director, written justification for the use of a Unit members licenses or certifications in providing City services.

**20.3** Unit members receiving additional compensation shall submit copies of current valid licenses or certifications to Human Resources for verification and inclusion in their personnel files.

**20.4** The City will reimburse Unit members for any administrative or clerical out of pocket costs incurred for the renewal of their specialized certificates or licenses which are recognized by the City.

**SECTION 21 –HOME TELEPHONE CALLS:**

Employees shall receive compensation for telephone calls received off duty for time actually worked receiving and responding to such calls. Employees shall log the time spent on each call and submit the signed log with their timesheets/payroll records. The parties understand and acknowledge that there is expected to be a more accurate time reporting system in place once the new Tyler Munis system goes into effect.

## ARTICLE IV
## BENEFITS

**SECTION 1 - HEALTH INSURANCE BENEFITS:**

**1.1** Effective January 1, 2023, the City will pay the full family HMO premium from Kaiser Permanente in the Los Angeles Region for each Unit member and eligible dependents with a cafeteria cap on the use of excess monies of two hundred ($200) dollars per month.

**1.2** Full-time Unit members covered by this section shall have their choice of plans provided by CalPERS and available in this service area.

**1.3** Spouse and dependent coverage shall continue to be available as provided through CalPERS. A Unit member's spouse and dependent children under age twenty-six (26), as well as children over age twenty-six (26) who are incapable of supporting themselves due to physical or mental disabilities existing prior to obtaining age twenty-six (26) are currently eligible to be enrolled in CalPERS health plans. This section will be in effect for the duration of this MOU, subject to any contract changes imposed by CalPERS. To the extent that California law requires that domestic partners are entitled to health insurance coverage, the term "dependent" shall include domestic partners. The term "domestic partner" shall have the meaning set forth in Division 2.5, Parts 1 through 5, of the California Family Code, commencing with Division Family Code Section 597.

**1.4** Retired Unit members shall be covered by the health insurance premium provided by the City according to the rules established by CalPERS. For Unit members hired prior to January 1, 2014, the effective date of the CalPERS contract amendment providing for a two-tiered retiree health insurance program, the City shall pay the monthly health insurance premium up to the maximum afforded in Section 1.1 above for retired Unit members' health insurance for the term of this MOU. For Unit members hired on or after January 1, 2014, the effective date of the CalPERS contract amendment providing for a two-tiered retiree health insurance program, the City shall pay a monthly health insurance premium for retired Unit members' health insurance in accordance with the following schedule:

| Full-Time service with Carson at time of retirement | % of difference between the required minimum contribution and the amount the City pays for active Unit members |
|---|---|
| 0 - 4.99 years | 0% |
| 5 years | 50% |
| 6 years | 60% |
| 7 years | 70% |
| 8 years | 80% |
| 9 years | 90% |
| 10 years | 100% |

**1.5** Unit members shall have the right to use monies remaining from the sums provided for health insurance to apply towards premiums for any other insurance options available for employees to purchase.

**1.6** Unit members may elect to discontinue or not elect health insurance coverage provided that they submit written proof of equivalent health insurance coverage. Unit members electing to discontinue or not electing health insurance coverage shall receive seventy-five percent (75%) of the lowest 2-party premium to be put into a City-sponsored deferred compensation plan credited to the Unit member. Unit members currently receiving a higher amount than seventy-five percent (75%) of the lowest 2-party premium shall continue to receive the same amount to be placed into a City sponsored deferred compensation plan credited to the Unit member. Unit members may elect to resume health coverage during any open enrollment period, as a result of any change in status, or any other period of time authorized by the policies and requirements of the City-sponsored health coverage plans.

**SECTION 2 - DENTAL INSURANCE BENEFITS:**

**2.1** During the length of this contract, the City shall pay the total sum of eighty-seven dollars ($87.00) per month for dental insurance provided by the City for each Full-Time Unit member and his/her eligible dependents.

**2.2** Two dental plans are available to Unit members:

a. Under the Indemnity Plan: A Unit member may select any dentist; there is an annual deductible; claim forms must be submitted to the insurance company for payment; preventive maintenance is covered in full; eighty percent (80%) of basic maintenance is covered; and fifty percent (50%) of major maintenance is covered.

b. Under the Maintenance Plan: Unit members must select a Maintenance Plan dental provider; there are no claim forms; there are no deductibles; however, there are co-payments for some services provided.

**2.3** The City shall continue to self-fund the dental plan and shall:

a. Set up an account for this program within the General Fund.

b. Post all dental insurance benefits monies for AFSCME Unit members on a monthly basis to designated account.

**2.4** The City shall provide AFSCME with quarterly reports of actual costs for AFSCME represented Unit members enrolled in the City's self-insured dental plan.

**2.5** Each year AFSCME will be provided with the City's master dental policy and plan which includes rates paid.

**2.6** Without cost to the City, the City shall provide to retirees the opportunity to purchase the same dental insurance current Unit members receive at the same cost to the retiree as the City pays for Unit members. This section applies only to retirees who retire after the adoption of Resolution No. 94-043.

**2.7** Usual and customary fees shall be based upon dentist fees paid within a twenty-five (25) mile radius of City Hall. The maximum annual per person coverage shall be fifteen hundred dollars ($1,500.00). First and/or secondary fees shall be paid when two dental plans are available to Unit member.

**2.8** Unit members may elect to discontinue or not enroll in the dental insurance program provided that they submit written proof of equivalent coverage. Unit members electing to discontinue or not enroll in the dental insurance program shall receive seventy-five percent (75%) or sixty-five dollars and twenty-five cents ($65.25) to be placed into a City-sponsored deferred compensation plan credited to the Unit member. Unit members may elect to resume dental coverage during any open enrollment period, as a result of any change in status, or any other period of time authorized by the policies and requirements of the City-sponsored dental coverage plans.

**SECTION 3 - LONG TERM DISABILITY INSURANCE:**

**3.1** The City shall provide long-term disability insurance (or "LTD") benefits for each full time Unit member ("covered Unit member") as follows:

a. The City shall provide a LTD insurance plan for each covered Unit member under the terms, requirements and conditions set forth in the policy underwritten by a licensed insurance company contracted by the City.

b. The City's existing Self-Funded Disability Plan dated September 1988 ("Self-Funded Plan") shall cease for all covered Unit members effective May 1, 2003, and thereafter all covered Unit members shall be covered by a LTD plan provided by a licensed insurance company contracted by the City, except for Unit members with approved claims under the Self-Funded Plan existing prior to that date ("existing LTD claimants"). As to such existing LTD claimants, the City has contracted with a licensed insurance company to provide claims administration services. The administration of the LTD claims for existing LTD claimants shall thereupon be handled by the licensed insurance company under the same terms as those in effect on the date the existing LTD claimant became disabled, and the City's role shall be limited to payment of LTD benefits as and when directed by the licensed insurance company.

**3.2** The City shall provide short-term disability insurance (or "STD") benefits for each Full Time Unit member ("covered Unit member") as follows:

a. Solely in order to provide a maximum 60-day waiting period, the City shall provide an STD insurance plan for each covered Unit member under the terms, requirements and conditions set forth in the policy underwritten by a licensed insurance company contracted by the City. Nothing herein shall bind the City to provide STD insurance coverage if an alternate LTD policy is available at a cost that is acceptable to the City with a 60-day waiting period.

**3.3** The parties acknowledge that AFSCME's acceptance of the combined STD Plan and LTD Plan is conditioned upon inclusion of the following benefits to be provided by a licensed insurance company contracted by the City:

After a maximum of a 60-day waiting period

(1) A Unit member who has been employed with the City for five (5) or more years, and who is disabled from his or her own occupation, shall be entitled to 66 2/3% of his or her prevailing pay rate, plus Longevity Pay, A/B License Pay, Certification Pay, uniform costs, Bilingual Pay and Shift Differential Pay, to a maximum pay rate of $7,500.00 per month at the commencement of disability leave up to age 65; and

(2) A Unit member who has been employed with the City for fewer than five (5) years and who is disabled from his or her own occupation shall be entitled to 66 2/3% of his or her prevailing pay rate, plus Longevity Pay, A/B License Pay, Certification Pay, uniform costs, Bilingual Pay and Shift Differential Pay, to a maximum pay rate of $7,500.00 per month at the commencement of disability leave for 24 months. A Unit member who has been employed with the City for fewer than five (5) years and who is disabled from all occupations shall be entitled to 66 2/3% of his or her prevailing pay rate, plus Longevity Pay, A/B License Pay, Certification Pay, uniform costs, Bilingual Pay and Shift Differential Pay, to a maximum pay rate of $7,500.00 per month at the commencement of disability leave up to age 65.

(3) Except as required by applicable law, there shall be no reduction of LTD or STD benefits for a workers' compensation award.

(4) There shall be no exclusion for "soft tissue injuries", including but not limited to musculoskeletal and connective tissue disorders, strains and sprains of the cervical, thoracic and lumbosacral spine.

(5) The only allowable offsets are those listed in the LTD and STD Insurance policies.

**3.4** The parties acknowledge that the City's acceptance of the combined STD and LTD Insurance Plans, including the additional benefits that were not previously provided under the City's Self-Funded Plan and/or prior MOUs, has been entered into in order to settle a lawsuit and is conditioned upon the following:

(1) The City shall not self-fund LTD or STD benefits, including but not limited to, if any of the events set forth in 3.5, below, were to occur;

(2) The continued availability of insurance coverage for LTD and/or STD at a comparable cost as set in the LTD and STD policies, subject only to increases in premium not to exceed applicable increases in the Consumer Price Index for each year for the LTD and STD Plans underwritten by the licensed insurance company contracted by the City.

(3) Eligibility for and administration of benefits under the STD Plan and the LTD Plan and eligibility and administration of benefits for existing LTD claimants, including but not limited to the determination whether a Unit member is disabled from his or her own occupation, shall be determined by the licensed insurance company contracted by the City, not by the City.

**3.5** In the event the existing insurance carrier were to (1) cease doing business in the State of California, (2) cancel or cease to offer the STD Plan and/or the LTD Plan to the City, or (3) increase the premiums for LTD and/or STD coverage beyond the guaranteed rates set forth in the current LTD and STD policies, or a minor increase not to exceed applicable increases in the Consumer Price Index, whichever is greater, and if the City cannot find a different insurance carrier that provides the same terms, requirements and conditions at a comparable cost, the City shall provide AFSCME with the information it requires to seek alternate proposals for such coverage. Thereafter, the City shall meet and confer with AFSCME to reach agreement on benefits under a replacement LTD and/or STD insurance policy with a different insurance carrier. Except as to the existing LTD claimants discussed in 3.1-b, above, the City is not required to provide LTD and/or STD coverage or benefits on a self-funded basis, now or in the future.

**3.6** For injuries and other disabilities covered under California workers' compensation laws, Unit members shall be paid their regular pay rate for up to seventeen (17) weeks from the date of such disability ("workers' compensation leave") or until the City's workers' compensation administrator terminates workers' compensation leave either due to payment of a "compromise and release" settlement, a disability and/or service retirement, the Unit member returns to work, or a refusal by the Unit member to return to work following a determination by a physician that the Unit member is no longer temporarily disabled, whichever comes first. In the event of a dispute between the treating physician and another physician as to the Unit member's temporary disability status, such dispute shall be resolved in accordance with applicable California Workers' Compensation laws. If a Unit member is approved for workers' compensation leave, the Unit member shall not be eligible for STD or LTD benefits during the period of such workers' compensation leave. LTD eligibility for Unit members who are still disabled after seventeen (17) weeks shall be determined by the terms of the LTD insurance plan described in section 3.1, above.

**3.7** Unit members may use annual leave, sick leave and compensatory leave, for the additional one-third (1/3) of his/her salary, such leave to be paid through the payroll system biweekly, using twenty-six and three quarters (26¾ ) hours for such pay. There shall be no offset of LTD benefits for using this benefit.

## SECTION 4 - LIFE INSURANCE COVERAGE:

The City agrees to provide each Full-Time Unit member with term life insurance coverage of one hundred thousand dollars ($100,000.00) subject to the requirements of the insurance carrier. A Unit member shall have the right to purchase supplemental term life insurance, using monies remaining from the sum originally provided by the City for the Unit member's health insurance with any balance to be paid at the Unit member's expense, up to whatever amount the insurance company provides, subject to any requirements of the insurance carrier. The City shall continue to offer additional life insurance programs already offered for Unit member purchase.

## SECTION 5 - CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM (CALPERS):

**5.1** For those Unit members hired before the effective date of the CalPERS contract amendment providing for a tiered retirement benefit, the City shall include such Unit members in the CalPERS "3% at 60" Plan with the following optional public agency contract provisions:

a. The optional contract provisions relating to one (1) year final compensation;

b. The optional contract provision relating to military service credit as public service;

c. The optional contract provision relating to the 1959 Survivors Program at the level four benefits;

d. The optional contract provision relating to two years additional service credit;

e. The optional contract provision relating to the ability to purchase part-time service credit, but solely at the Unit member's own cost;

f. The optional contract provision relating to the Pre-Retirement Option 2W Death Benefit.

**5.2** Unit members shall pay the full percentage of the member contributions on a pre-tax basis.

**5.3** For those Unit members hired on or after the effective date of the CalPERS contract amendment providing for a tiered retirement benefit, the City shall include such Unit members in the CalPERS "2% @ 55" Plan with the following optional public agency contract provisions.

a. The optional contract provisions relating to one (1) year final compensation;

b. The optional contract provision relating to military service credit as public service;

c. The optional contract provision relating to the 1959 Survivors Program at the level four benefits;

d. The optional contract provision relating to two years additional service credit;

e. The optional contract provision relating to the ability to purchase part-time service credit, but solely at the Unit member's own cost;

f. The optional contract provision relating to the Pre-Retirement Option 2W Death Benefit.

**5.4** Unit Members shall pay the full percentage of the member contributions on a pre-tax basis.

**5.5** In conjunction with the implementation of this two-tiered retirement system, the City will agree to create a secure account where the City will deposit fifty percent (50%) of the savings resulting from the two tiered retirement system. This secure account will not be accessible to the City for anything other than post-retirement medical benefits and will not be co-mingled with the City's general bank account.

**5.6** For those Unit members hired on or after January 1, 2013, defined by Assembly Bill 340 – Pension Reform, as "New Members", the City shall include such Unit members in the CalPERS "2% at 62" Plan with a three year final compensation period, and with the following optional contract provisions:

a. The optional contract provision relating to military service credit as public service;

b. The optional contract provision relating to the 1959 Survivors Program at the level four benefits;

c. The optional contract provision relating to two years additional service credit;

d. The optional contract provision relating to the ability to purchase part-time service credit, but solely at the Unit member's own cost;

e. The optional contract provision relating to the Pre-Retirement Option 2W Death Benefit.

**5.7** "New Members" shall pay the full percentage of the member contributions on a pre-tax basis.

**SECTION 6 - DEFERRED COMPENSATION PROGRAMS:**

a. The City shall continue deferred compensation programs already offered by the City and any others' agreed to by the parties.

b. The City agrees to match the amount, dollar for dollar, up to seven- hundred dollars ($700.00)contributed to the Unit member's deferred compensation account.

**SECTION 7 - VISION CARE PROGRAM:**

The City shall continue to sponsor a vision care program. Eligible Unit members may purchase vision care through payroll deduction from wages and/or with monies remaining from the sum provided for health insurance.

**SECTION 8 - SECTION 125 PLAN:**

The City shall provide a Section 125 Tax Code plan in order to allow Unit members to deduct excess insurance premiums, unreimbursed medical expenses, and childcare payments before taxes.

## SECTION 9 - COMPUTER LOAN PROGRAM:

The City has established a citywide Computer Loan Program, the implementation of which shall be governed by SMP No. 3.46, with the exception that the City shall allow AFSCME, Local 809, to have access to the City's "Computer Loan Program" to purchase one computer for official union use, provided that the loan is repaid within thirty-six (36) months. The loan shall carry no interest and shall be repaid from union dues within thirty-six (36) months. The City shall receive repayment of this loan by subtracting thirty-six (36) equal payments from the union dues prior to sending the dues to AFSCME.

## SECTION 10 – EDUCATION/TUITION REIMBURSEMENT:

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

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

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

*California State University Dominguez Hills Incentive*

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

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

## SECTION 11 – ACCESS TO CITY PROGRAMS AND ACTIVITIES:

Where the City offers special residential rates or special access to programs for Carson residents, non-resident employees shall be able to sign up for any city activities or access city programs at the Carson residential rate.

# ARTICLE V
# LEAVES

## SECTION 1 - ANNUAL LEAVE:

The City shall provide Unit members with annual leave subject to the following conditions:

**1.1** Annual leave is a period of approved absence with pay from regularly scheduled work which is not properly chargeable to some other category of leave. Annual leave is the combination of the previous leaves of vacation leave, the three days of floating holiday and sixteen (16) hours of the forty (40) hours of personal leave.

**1.2** Unless the Unit member's use of annual leave interferes with work group operations, the Department Director shall permit Unit members to use annual leave at the Unit member's discretion.

**1.3** Unit members shall be credited with annual leave at the following rates:

a. Eleven and thirty-three hundredth (11.33) hours for each month of service or major portion thereof from the date of appointment;

b. Thirteen and thirty-three hundredth (13.33) hours for each month of service or major portion thereof upon the fifth anniversary date; and

c. Sixteen and sixty-six hundredth (16.66) hours for each month of service or major portion thereof upon the tenth anniversary date.

d. Upon the twentieth anniversary date Unit members will be credited with ten (10) hours of annual leave in additional to the credit under Section 1.3c.

e. Upon the twenty-first anniversary date Unit members will be credited with ten (10) hours of annual leave, in addition to the credit under Sections 1.3c and 1.3d.

f. Upon the twenty-second anniversary date Unit members will be credited with ten (10) hours of annual leave, in addition to the credit under Sections 1.3c, 1.3d and 1.3e.

g. Upon the twenty-third anniversary date and each anniversary date thereafter, Unit members will be credited with ten (10) hours of annual leave, in addition to the credit under Sections 1.3c, 1.3d, 1.3e, and 1.3f.

**1.4** Unit members shall not be credited with annual leave for leave of absence without pay exceeding eighty (80) working hours in any calendar month.

**1.5** Unit members may use annual leave only after completing their initial six (6) months of service. Unit members shall not use less than one (1) hour of annual leave at any one time.

**1.6** Unit members may not accrue more than six hundred (600) hours of annual leave.

**1.7** When employment terminates, the Unit member shall be compensated for any annual leave. The value of accrued annual leave shall be calculated using the Unit member's prevailing pay rate, plus longevity pay on the date of the Unit member's separation from City service.

**SECTION 2 - SICK LEAVE:**

The City shall provide Unit members with sick leave subject to the following conditions:

**2.1** Unit members shall be credited with sick leave at the rate of ten (10) hours of sick leave for each month of service or major portion thereof. Sick leave shall not be credited for leaves of absence without pay exceeding eighty (80) working hours in any calendar month.

**2.2** Unit members may accrue a maximum of one thousand two hundred (1,200) hours of sick leave. The maximum amount of sick leave shall remain seven hundred sixty (760) hours for cash-out upon separation from the City pursuant to Section 2.6 listed below. Unit members may use accrued sick leave only after completing their initial one (1) month of service.

**2.3** Unit members may not use sick leave at their discretion, but only in cases of actual illness, sickness, and/or quarantine, of the Unit member, or of the Unit member's immediate family, and (to the extent required by California law) to the domestic partner and/or children of the Unit member's domestic partner where the Unit member must provide care to the immediate family member, domestic partner, and/or children of the domestic partner, or for bereavement. Sick leave may also be used for personal medical, dental, and optical appointments and pregnancy, and for any other appointments for the purpose of obtaining professional diagnosis or examinations for a medical or mental health condition, of the Unit member, his/her immediate family, and (to the extent required by California law) of the domestic partner and/or children of his/her domestic partner. Unit members may also use any accrued sick leave for any leave necessitated as a result of pregnancy disability under California Government Code Section 12945, family medical leave under California Government Code Sections 12945.2 and 12945.3 (the Moore-Brown-Roberti Family Rights Act), 42 U.S.C. Section 2601, et seq. (the federal Family Medical Leave Act), or leave under the Americans with Disabilities Act or California Fair Employment and Housing Act.

**2.4** When a Unit member uses sick leave in excess of three (3) consecutive working days, the Department Director may require the Unit member to present upon return to work a personal certification (not a doctor's slip) stating the reason for the sick leave. In administering this section, the City will at all times, respect to the maximum extent possible, the privacy of the Unit member. When a Unit member uses sick leave in excess of thirty (30) consecutive working hours, the Unit member shall present upon return to work a medical certification signed by a physician or licensed medical practitioner verifying the Unit member's need to be off work.

**2.5** When a Unit member wishes to use accrued sick leave, the Unit member shall notify his/her immediate supervisor by phone, either directly or by leaving a time-stamped voice mail message, of the intended absence due to sickness, either before, or within one (1) hour after the time set for beginning the work period, unless the Unit member is incapacitated and physically unable to provide the required notification. Unit members on sick leave shall regularly inform their immediate supervisor of their physical condition.

**2.6** When employment terminates, the Unit member shall be compensated for one-half (1/2) the value of accrued sick leave up to 760 hours provided the Unit member has 1,825 calendar days (5 years) of service. For purposes of this subsection, "service" shall mean the length of employment with the City since the most recent date of hire, with no credit for time spent on leaves of absence without pay beyond the initial two (2) weeks of any such leave of absence. The value of accrued sick leave shall be calculated using the Unit member's prevailing pay rate, plus longevity pay, on the date of the Unit member's separation from City service.

**2.7** Upon retirement or separation, unit members may elect to deposit any cashed out accrued sick leave into a City-sponsored deferred compensation account up to the annual plan maximum.

**SECTION 3 - SICK LEAVE INCENTIVE PLAN:**

Each eligible Unit member who has used fifty (50) hours or less of sick leave during the preceding calendar year may elect to receive pay for fifty percent (50%) of the sick leave earned (at one hour pay for one hour converted) during the preceding calendar year, less the amount of sick leave used during the same period.

**3.1** At the Unit member's election, the payment for unused sick leave may be converted to equivalent annual leave.

**3.2** The Unit member shall indicate election by written request to the Finance Officer on the City leave request form on or before January 15 of the succeeding calendar year. Payment for unused sick leave or the posting of annual leave shall be done on or before February 15 of each succeeding year as indicated above.

**3.3** When a Unit member elects to receive payment in cash or annual leave, such Unit member's sick leave balance shall be reduced by the amount paid off in cash or converted to annual leave credit. Sick leave not converted as provided herein to cash or annual leave will accumulate as sick leave credit.

**3.4** To be eligible for this provision, a Unit member must have been a full-time regular Unit member for two full years prior to the calendar year during which the sick leave to be converted is earned. The Unit member must have a minimum of two hundred forty (240) hours of sick leave credits on December 31 of each year in order to qualify for the conversion benefit.

**SECTION 4 - SICK LEAVE BANK:**

The City and AFSCME have agreed to amend the current leave bank policy to include language that will allow an AFSCME member to donate up to 25% of any combination of their accrued sick and/or annual leave hours, provided the donation leaves the Unit member with at least a combined balance of one hundred (100) hours of sick leave, annual leave and/or compensatory time. These donated hours, as approved by the City, shall accrue directly to the sick leave balance of any designated active Full-Time Unit member of the City. The City will continue to amend the leave bank policy to address how unused donated sick leave hours might be returned to donors.

**SECTION 5 - COMPENSATORY LEAVE:**

The City shall provide Unit members with compensatory leave subject to the following conditions:

**5.1** Reasonable requests for use of compensatory leave shall not be denied. Unit members shall not use less than one-half (.5) hour of compensatory leave at any time.

**5.2.** Unit members may accrue a maximum of eighty (80) hours of compensatory leave. A Unit member may carry over to the next calendar year up to eighty (80) hours of compensatory leave.

**5.3** A Unit member shall request use of compensatory leave in advance by a written notice submitted to their supervisor. Use of compensatory time shall require the prior written approval of the Department Director. The City shall not require a Unit member to use compensatory time within the same pay period in which it was earned. The City shall not mandate flex-time in order to avoid any overtime liability. The Department Director shall permit compensatory leave to be used at the discretion of the Unit member, unless the Department Director determines, in his/her sole discretion, that the Unit member's use of compensatory leave on the date and/or times requested interferes with work group operations. A Unit member may combine the use of compensatory leave with other authorized paid leave if approved by the Department Director.

**5.4** When a Unit member separates from the City service for any reason, the Unit member shall be compensated for any accrued compensatory leave. The value of accrued compensatory leave shall be calculated using the Unit member's prevailing pay rate, plus longevity pay, on the date of the Unit member's separation from City service. Comp time hours cashed at separation are not eligible for the City's match under the City's deferred compensation program.

**SECTION 6 - BEREAVEMENT LEAVE:**

A Unit member will be allowed to use up to thirty (30) consecutive hours of paid bereavement leave per occurrence in the event of the death of the Unit member's spouse, domestic partner, child, step child, foster child, parent, step parent, brother, sister, grandparent, grandchild, parents-in-law, brothers-in-law, sisters-in-law, sons-in-law and daughters-in-law. Bereavement leave does not accrue, nor can it be cashed out if not used by the Unit member.

**SECTION 7 - REDEMPTION OF ACCUMULATED LEAVE:**

**7.1** In addition to the current sick leave incentive program, AFSCME members covered by this MOU may redeem up to one hundred-twenty (120) hours of any accumulated leave, OR equal to amount negotiated by any other bargaining unit(s), per fiscal year. The redemption shall be subject to the following conditions:

a. Sick leave will be paid at a rate of one (1) hour of pay for each two (2) hours of sick leave redeemed.

b. All other types of leave will be paid at the rate of one (1) hour of pay for each hour of leave redeemed.

**SECTION 8 - HOLIDAY LEAVE:**

The City shall provide Unit members with the following holidays with pay subject to subsections 8.2 through 8.6 below:

**8.1** The following days will be recognized holidays for Union Unit members:

January 1 (New Year's Day)
The third Monday in January (Dr. Martin Luther King Jr. Day)
January 30 (Fred T. Korematsu Day)
The third Monday in February (President's Day)
March 8 (International Women's/Rosa Parks Day)
March 31 (Cesar E. Chavez Day)
The last Monday in May (Memorial Day)
June 19 (Juneteenth)
July Fourth (Independence Day)
The first Monday in September (Labor Day)
October 25 (Larry D. Itliong Day)
November 11 (Veteran's Day)
The fourth Thursday in November (Thanksgiving Day)
December 25 (Christmas)
Every day proclaimed by the President, Governor or Mayor of this City as a public holiday.

**8.2** When any day granted as a holiday falls on a Friday or Saturday, the ten hours of holiday leave will be converted to annual leave and added to the Unit members' annual leave balance. In order to get this leave conversion, the Unit member must work the full scheduled work period immediately before and immediately after the holiday unless the Unit member is absent from any portion or all of the scheduled work period immediately before and after a holiday on authorized paid leave. A Unit member shall not receive pay for a holiday if any leave without pay (except furlough leave) was used by the Unit member during his or her work period immediately preceding or following the holiday.

For Unit members that do not work a Monday-Thursday schedule the following will apply:

When any day designated as a holiday falls on the Unit member's regular day off, the Unit member shall have the option to take the work day prior to or the work day after the holiday off in observance of the holiday, or be provided with 10 hours of annual leave, upon approval of Department Director.

**8.3** When any day granted as a holiday falls on a Sunday, the following Monday shall be considered the holiday. In order to be paid for a holiday, the Unit member must work the full scheduled work period immediately before and after the holiday unless the Unit member is absent from any portion or all of the scheduled work period immediately before and after a holiday on authorized paid leave. A Unit member shall not receive pay for a holiday if any leave without pay (except furlough leave) was used by the Unit member during his or her work period immediately preceding or following the holiday.

**8.4** In the event that the Mayor or the City Council declares a portion of the day before Christmas (December 24th) or a portion of the day before New Year's Day (December 31st) to be a holiday, the Unit member must use such additional holiday leave when granted, and such leave cannot be accrued. Unit members absent on other paid leave when such additional holiday leave is granted shall not receive compensatory leave or additional pay because of their absence. A Unit member

shall not receive holiday pay for this half-day holiday if any leave without pay (except furlough leave) was used by the Unit member during his or her work period immediately preceding or immediately following the half-day holiday.

**8.5** All designated holidays shall be compensated in 10-hour increments, for a total of one hundred forty (140) hours annually regardless of a Unit member's work schedule.

**8.6** When a Unit member is assigned to a 5/40 or 9/80 schedule, excess holiday hours may be accumulated up to twenty-six (26) hours for use as other paid leave credits. It is agreed that a Unit member can carry a negative holiday leave balance which may come about as a result of assuring that this agreement does not result in a need to utilize regular hours for the Friday following Thanksgiving.

**8.7** Should the City abandon the closure of City Hall on Fridays, the day after Thanksgiving will be reinstated as a holiday, and holiday hours will be renegotiated to ensure that all AFSCME Unit members accrue the same number of holiday hours.

## SECTION 9 - WORKERS' COMPENSATION LEAVE:

The City will provide workers' compensation coverage and leave for City Unit members in accordance with California workers' compensation law.

**9.1** Except as otherwise provided, Unit members disabled by bodily injury or sickness in the course and scope of employment shall be paid their regular pay rate for up to seventeen (17) weeks from the date of disability or until the City's workers' compensation administrator terminates workers' compensation leave due to payment of a "compromise and release" settlement, a disability and/or service retirement, the Unit member returning to work, or a refusal by the Unit member to return to work following a determination by a physician that the Unit member is no longer temporarily disabled, whichever comes first. In the event of a dispute between the treating physician and another physician as to the Unit member's temporary disability status, such dispute shall be resolved in accordance with applicable California Workers' Compensation laws. During the time the Unit member is disabled, the Unit member shall continue to accrue annual leave, sick leave, and seniority for purposes of pay adjustments or advancements.

**9.2** Unit members who are still disabled after seventeen (17) weeks, may apply for long-term disability insurance and long-term disability benefits in accordance with Article IV, Section 3.

**9.3** The City shall make all reasonable efforts to provide Unit members with light duty assignments when the Unit member is still disabled after seventeen (17) weeks from the date of disability.

**9.4** As used in this Section 9, the term "disabled" or "disability" shall have that meaning set forth in California Workers' Compensation law.

## SECTION 10 - MILITARY LEAVE:

The City shall grant military leave to Unit members as provided in the California Military and Veterans Code Sections 389 through 395.4. Unit members on ordered military leave shall be paid their prevailing

pay rate in addition to their military pay for periods not to exceed a total of thirty (30) days each fiscal year as provided by State Codes.

**SECTION 11 - LEAVE OF ABSENCE WITHOUT PAY:**

**11.1** The City has the authority to grant or deny a Unit member's request for leave of absence from work without pay, except that the City shall not unreasonably deny a request for unpaid leave due to the medical disability of the Unit member or a member of his/her immediate family.

**11.2** The City shall not grant an unpaid leave in excess of one (1) year for Unit members with five (5) years or less seniority, in excess of two (2) years for Unit members with more than five (5) years seniority, or in excess of three (3) years for Unit members with more than ten (10) years seniority.

**11.3** A Unit member on an unpaid leave for 61 days or more shall not accrue seniority for that portion of the leave over 60 days.

**11.4** After the expiration of the unpaid leave, the Unit member shall be assigned to his/her former classification. Probationary Unit members are not eligible for unpaid leaves of absence, except as required by law.

**11.5** The Unit member requesting the leave shall state in writing the reasons for the request.

**11.6** The continuation of City paid benefits for Unit members on leave without pay for medical reasons shall be ninety (90) days or longer as applicable with the Family Medical Leave Act (FMLA), California Family Rights Act (CFRA) and Pregnancy Disability Leave (PDL). Those Unit members not covered by FMLA, CFRA, and/or PDL, shall not be eligible for the continuation of City paid benefits, but will be eligible for Cobra benefits at their expense.

**SECTION 12 - FLEX SCHEDULES:**

The City will work with Unit members to achieve flexibility in work schedules to accommodate special needs in areas such as childcare, eldercare or education. These accommodations can be made whenever they can be done without causing hardship on the work unit. The allowable work schedule flexibility shall be restricted to those that can be made within the workday, such as modifying starting or ending time by thirty (30) minutes, and/or reducing the meal period to thirty (30) minutes. Flexibility may also include other modifications which would require the use of leave hours or reductions in pay.

**SECTION 13 - TIME OFF FOR VOTING:**

The City shall provide Unit members with time off for voting subject to the following conditions:

**13.1** When a Unit member claims not to have sufficient time outside of working hours to vote at a statewide election, the Unit member may, without loss of pay, with the approval of the Director of Human Resources, take off enough working hours which when added to the voting hours available outside of working hours will enable the Unit member to vote. The Director of Human Resources may not authorize a Unit member to take off more than two (2) hours from work for voting with pay. The time off authorized for voting shall be only at the beginning or end of the work period, whichever allows the Unit member the most time for voting and the least time off from work.

**13.2** If the Unit member knows or has reason to believe that time off for voting will be necessary on election day, the Unit member shall notify the Director of Human Resources of that fact at least two (2) workdays in advance. At least ten (10) days before every statewide election, the Director of Human Resources shall post the provisions of this section conspicuously at the civic center or elsewhere so that the notice may be seen as Unit members come to their place of work.

**SECTION 14 - LUNCH PERIOD:**

An uninterrupted, uncompensated lunch period of thirty (30) minutes or one (1) hour will be afforded to Unit members. The lunch period may not be combined with the rest periods or used to compensate for a late arrival or early departure from work unless approved by the Unit member's supervisor. The time, not the length, of lunch periods may be modified to accommodate childcare pickup and delivery to provider, with the approval of the Department Director.

**SECTION 15 - REST PERIOD:**

The City shall provide Unit members with a compensated rest period of fifteen (15) minutes for each half work period. Unit members may not use the rest period to compensate for a late arrival to or early departure from work. Rest periods shall have no monetary value and shall be forfeited if not used during the work period.

## ARTICLE VI
## LAYOFF

**SECTION 1 - PREREQUISITE FOR LAYOFF:**

When as a result of a cutback in personnel it becomes necessary to initiate a layoff of Unit members in any representation unit covered by this MOU, the following shall be the prerequisite to such a layoff:

**1.1** All non-classified part-timers, temporary, seasonal and/or recurrent and probationary Unit members working in the class have been released from the class.

**1.2** Unit members in the class have been given the opportunity to seek lateral transfers to existing vacant positions. Such transfer requests shall not be denied except for just cause.

**1.3** Management will meet and consult with the representatives of AFSCME, Local 809 over alternative courses of action to avoid such layoff.

**1.4** Notice of actual layoff shall be given no less than forty-five (45) calendar days before the date of implementation. Such notice shall include:

a. Classification where layoff is to occur;

b. Seniority list by total continuous City tenure of Unit members in the affected class;

c. List of current permanent vacancies in all classes represented by AFSCME, Local 809;

d. Separate notice to any Unit member in the class who has two (2) or more below-standard evaluations within the preceding three (3) years.

**SECTION 2 - ORDER OF LAYOFF:**

**2.1** Unit members who have two (2) or more below-standard annual evaluations within the preceding three (3) years shall be laid off first.

**2.2** Next layoff shall occur on the basis of City-wide tenure, the least senior Unit member based on total continuous employment shall be laid off first and any subsequent layoff shall proceed to the next least senior.

**2.3** Ties in tenure – Where the total and continuous employment of two (2) Unit members are of the same length, seniority shall be decided by the drawing of lots.

**SECTION 3 - VOLUNTARY DEMOTION:**

A Unit member so laid off may choose voluntary demotion so as to avoid layoff.

**3.1** Such voluntary demotion can be to a lower or equal class of previous standing or to a lower or equal class in the same occupational grouping. Occupational groupings are attached as Exhibit B.

**3.2** If the voluntary demotion causes a layoff in the lower or equal class, such layoff shall follow the provisions of this article. However, in no event can a Unit member displace someone with more Citywide seniority except as permitted by Section 2.1 of this article.

**SECTION 4 - RECALL:**

Unit members who laterally transfer, take a voluntary demotion or are laid off pursuant to the provisions of this article shall have their names entered onto a recall list for the classification of original standing.

**4.1** Such a list shall be inverse order of layoff, lateral transfer or demotion.

**4.2** The recall list shall be kept by Human Resources and shall be used in order when any vacancy for that class is to be filled.

**4.3** The list shall be maintained until all names have been offered an opportunity for recall or at the end of three (3) years, whichever occurs first.

**4.4** The appointing authority shall offer appointment to the first name on said list, if the individual accepts, and he or she shall be appointed after sixty (60) days from the date of layoff, the Unit member may be required to take a medical examination so as to ensure the Unit member is medically and mentally capable of performing the duties of the class. The individual shall still be required to meet the minimum standards of the class.

**SECTION 5 - LAYOFF FROM OTHER REPRESENTATIONAL UNITS:**

In the case of a layoff in a classification not covered by this agreement, a Unit member who had previous employment in a classification covered by this agreement shall have the same rights as listed in Section 3

"Voluntary Demotion" provided, however, that such Unit member's seniority shall be based solely upon total employment in classifications covered by this agreement.

**SECTION 6 - SEVERANCE PACKAGE:**

The City shall provide laid off Unit members a severance package in exchange for release of all claims as follows:

**6.1** Severance pay calculated at thirty (30) hours for each year of service with a minimum benefit of 173.33 hours pay and a maximum benefit of 520 hours pay.

**6.2** Medical and dental benefits will be provided through the regular insurance and/or COBRA reimbursement for the time period equivalent to the number of days as the severance pay.

## ARTICLE VII
## NON-DISCRIMINATION

The City will not discriminate in the treatment of a Unit member on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, pregnancy, pregnancy related conditions, union activity, union membership, or military and veteran status of any person.

## ARTICLE VIII
## HEALTH AND SAFETY

**SECTION 1 - SAFETY RESPONSIBILITIES:**

**1.1** The City and AFSCME shall make a good faith effort to provide and maintain a safe and healthful place of employment.

**1.2** Unit members shall perform their assigned duties safely using the practices, means, methods, operations, and processes prescribed by any law, occupational safety or health standard, safety order, or safety rule and regulation. Unit members shall report any unsafe practices, equipment or hazardous conditions promptly to their immediate supervisor.

**1.3** The City shall not require nor permit any Unit member to go or be in any employment not reasonably safe and healthful.

**1.4** The City shall not discipline any Unit member for refusing to perform tasks in the performance of which any law, occupational safety or health standard, or safety order would be violated, and if such violation would create a real hazard to the Unit member.

**1.5** The City shall not instruct Unit members to perform tasks in violation of any law, occupational safety and health standard (OSHA/CalOSHA); or any safety order that would be violation; or such violation that would create a hazard or imminent harm to the Unit member. The City shall provide the proper training to ensure a safe working environment including receiving proper certifications and licenses.

**1.6** All certifications and licenses shall be kept in the employee's personnel file as well as with Risk Management per OSHA/CalOSHA standards.

**1.7** If an employee identifies an unsafe working condition, they should report to their chain of command as well as Risk Management. There shall be no retaliation against any employee for reporting unsafe working conditions. The city will be in compliance with Labor Code 232.5.

**SECTION 2 - SAFETY COMMITTEE:**

The City and AFSCME shall jointly participate in an advisory safety committee. The membership of the safety committee shall consist of two (2) City representatives designated by the City Manager from the union, two (2) Unit member representatives designated from and by each other recognized Unit member organization of the City, and the safety officer. The safety committee shall make a good faith effort in an advisory capacity to provide and maintain a safe and healthful place of employment. The safety committee shall meet on a monthly basis or other agreed schedule.

**SECTION 3 - SAFETY DEVICES AND SAFEGUARDS:**

The City shall furnish and the Unit member shall use safety devices and safeguards. The City shall adopt and use practices, means, methods, operations, and processes, which are reasonably adequate to render City employment safe and healthful.

**3.1** The City shall provide safety shoes to eligible Unit members based upon the recommendation of the safety committee as to the type best suited to the work performed. The City shall pay the full cost of safety shoes without limitation as to style, brand or number of pairs.

a. Management shall have the exclusive authority to determine eligibility standards of replacement safety shoes. A Unit member's request for replacement of safety shoes shall not be approved unless the need for such new safety shoes is based on normal wear as determined by management.

b. If deemed necessary by management, the installation of new insoles could be permitted in lieu of purchasing new shoes.

**3.2** The City will provide one (1) Class 3 Reflective Safety Jacket for safety related positions, replaced as needed; up to three (3) jackets total per Unit member, per contract term.

**SECTION 4 - PESTICIDE SAFETY:**

A Unit member shall not use Class I pesticides without proper authorization. The City shall comply with laws, regulations, standards and orders governing the use of pesticides.

**SECTION 5 - USE OF VETERANS SPORTS COMPLEX:**

All City Unit members and their families shall be entitled to use all facilities and programs at Veterans Sports Complex at the rates below:

Unit member - One hundred dollars ($100.00) per year.

Unit member and family - One hundred fifty dollars ($150.00) per year.

Unit members who renew memberships shall receive the same percentage discount on the above prices as the general public receives at time of renewal.

For the purposes of this section, family shall mean those family members eligible for coverage under the Ca1PERS Health Insurance provided by the City.

**SECTION 6 - CLASS "A" AND "B" DRIVERS LICENSE REQUIREMENT:**

**6.1** The City shall pay the license fee for Class A and B Driver's Licenses.

**6.2** The City shall pay for medical examinations required for Class A and B Driver's Licenses.

**SECTION 7 - FIRST AID AND CPR:**

Provided that the subject training can be provided by certified in-house staff, on a voluntary basis, the City will provide First Aid training and certification and Cardio-Pulmonary Resuscitation (CPR) training and certification to all unit members within the Crafts and Trades Unit who work out in the field, at no cost to the unit members. Training for new unit members within the Crafts and Trades Unit who work out in the field shall be offered at least annually and re-certification trainings will be offered in conformance with the required recertification dates of the American Red Cross.

## ARTICLE IX
## DISCIPLINE AND DISCHARGE

**SECTION 1 - JUST CAUSE:**

A Unit member covered by this MOU may be suspended without pay, demoted or discharged for just cause. A Unit member's suspension without pay may be achieved through a temporary decrease in step without any loss of work by the Unit member; the step decrease shall not exceed the period of time necessary to achieve the loss of pay equivalent to a stated suspension; and it shall not affect the Unit member's step anniversary date. Unit members, other than probationary, shall have the right of appeal.

**SECTION 2 - REPRESENTATION:**

**2.1** Unit members may be represented by a Union representative or legal counsel at pre-disciplinary conferences and/or post-disciplinary appeal hearings.

**2.2** Advocates of the Union who are City Unit members shall at all times be treated with respect by the City.

# ARTICLE X
# GRIEVANCE PROCEDURE

## SECTION 1 - GRIEVANCE DEFINED:

A grievance is a complaint that there has been a violation of this MOU. The Unit member and/or the Unit member's designated representative bringing such a claim shall state how the violation affects their wages, hours, working conditions, or job security as provided for in this MOU.

## SECTION 2 - INFORMAL DISCUSSION OF GRIEVANCE:

When a Unit member has a complaint, the Unit member and/or the Unit member's designated representative shall first informally discuss the matter with the Unit member's immediate supervisor within twelve (12) working days from the incident or decision generating the grievance. If after the discussion with the immediate supervisor, the complaint has not been satisfactorily resolved, the Unit member and/or Unit member's designated representative shall have the right to informally discuss the complaint with the supervisor's immediate superior. If after such a discussion, the complaint has not been satisfactorily resolved, the Unit member shall have the right to file a formal grievance.

## SECTION 3 - FORMAL GRIEVANCE PROCEDURE:

The formal grievance shall be used to resolve a Unit member's complaint not satisfactorily resolved by informal discussion.

**3.1** A Unit member shall have the right to present a formal grievance, in writing, within twelve (12) working days after the discussion of the grievance with the immediate supervisor and the immediate supervisor's superior. All formal grievances shall state the violation of this MOU and how it affects the Unit member's wages, hours, working conditions or job security, and the Unit member's suggested solution.

**3.2** The formal grievance shall be presented to the Division Manager. The Division Manager shall discuss the grievance with the Unit member and/or the Unit member's designated representative. Within twelve (12) working days after receipt of the formal grievance, the Division Manager shall render a written decision regarding its merits. If the Division Manager's decision does not satisfactorily resolve the complaint, the Unit member and/or Unit member's designated representative may present the formal grievance to the Department Director of the work group. The grievance shall be considered resolved and no further review of the subject matter of the grievance shall be permitted under this article when the Unit member does not seek further review of the grievance within twelve (12) working days after the receipt of the decision of the Division Manager. Failure of the Division Manager to render a written decision on the grievance within twelve (12) working days constitutes a decision denying the grievance.

**3.3** When the Unit member presents a formal grievance to the Department Director, the Department Director shall discuss the grievance with the Unit member and/or the Unit member's designated representative. Within twelve (12) working days after receipt of the formal grievance, the Department Director shall render a written decision regarding its merits. If the Department Director's decision does not satisfactorily resolve the complaint, the Unit member and/or Unit member's representative may present the formal grievance to the City Manager. The grievance

shall be considered resolved and no further review of the subject matter of the grievance shall be permitted under this article when the Unit member does not seek further review of the grievance within twelve (12) working days after the receipt of the decision of the Department Director. Failure of the Department Director to render a written decision on the grievance within twelve (12) working days constitutes a decision denying the grievance.

**3.4** When the Unit member presents a formal grievance to the City Manager, the City Manager shall discuss the grievance with the Unit member and/or the Unit member's designated representative. Within twelve (12) working days after receipt of the formal grievance, the City Manager shall render a written decision regarding its merits. The decision of the City Manager shall resolve the grievance and no further review of the subject matter of the grievance shall be permitted within the City's administrative process. Should the City Manager fail to render a written decision within twelve (12) working days, the Unit member may consider the administrative procedures completed and sue for redress of the grievance.

**3.5** If the decision of the City Manager does not resolve the grievance to the Unit member's satisfaction, the Unit member, and/or the Union, may sue for redress of grievance.

**SECTION 4 - NON-DEPARTMENTAL GRIEVANCES:**

**4.1** Grievances resulting from decisions or actions outside the departmental chain-of-command shall be initiated by the Unit member and/or the Unit member's representative with the Department Director of the work group from which a complaint generates. The Unit member and/or the Unit member's designated representative shall first informally discuss the matter with the Department Director (or Assistant City Manager, if the complaint is the result of decisions or actions generated by the City Manager's work group) within twelve (12) working days from the incident or decision generating the grievance. If the informal discussion does not satisfactorily resolve the grievance, the Unit member shall have the right to file a formal grievance, in writing, with the Department Director (or Assistant City Manager, if applicable), within twelve (12) working days after the informal discussion of the grievance with the Department Director (or Assistant City Manager, if applicable). The formal grievance shall state the violation of this MOU and how it affects the Unit member's wages, hours, working conditions or job security, and the Unit member's suggested solution.

**4.2** When the Unit member presents a formal grievance to the Department Director (or Assistant City Manager, if applicable), the Department Director (or Assistant City Manager, if applicable) shall discuss the grievance with the Unit member and/or the Unit member's designated representative. Within twelve (12) working days after receipt of the formal grievance, the Department Director (or Assistant City Manager, if applicable) shall render a written decision regarding its merits. If the Department Director's (or Assistant City Manager's, if applicable) decision does not satisfactorily resolve the complaint, the Unit member and/or Unit member's representative may present the formal grievance to the City Manager. The grievance shall be considered resolved and no further review of the subject matter of the grievance shall be permitted under this article when the Unit member does not seek further review of the grievance within twelve (12) working days after the receipt of the decision of the Department Director (or Assistant City Manager, if applicable). Failure of the Department Director (or Assistant City Manager, if applicable) to render

a written decision on the grievance within twelve (12) working days constitutes a decision denying the grievance.

**4.3** When the Unit member presents a formal grievance to the City Manager, the City Manager shall discuss the grievance with the Unit member and/or the Unit member's designated representative. Within twelve (12) working days after receipt of the formal grievance, the City Manager shall render a written decision regarding its merits. The decision of the City Manager shall resolve the grievance and no further review of the subject matter of the grievance shall be permitted within the City's administrative process. Should the City Manager fail to render a written decision within twelve (12) working days, the Unit member may consider the administrative procedures completed and sue for redress of the grievance.

**4.4** If the decision of the City Manager does not resolve the grievance to the Unit member's satisfaction, the Unit member, and/or the Union, may sue for redress of grievance.

**4.5** Grievances resulting from decisions or actions of the Director of Human Resources shall be initiated by the Unit member and/or the Unit member's representative with the Director of Human Resources & Risk Management. The Unit member and/or the Unit member's designated representative shall first informally discuss the matter with the Director of Human Resources within twelve (12) working days from the incident or decision generating the grievance. If the informal discussion does not satisfactorily resolve the grievance, the Unit member shall have the right to file a formal grievance, in writing, with the Director of Human Resources, within twelve (12) working days after the informal discussion of the grievance with the Director of Human Resources & Risk Management. The formal grievance shall state the violation of this MOU and how it affects the Unit member's wages, hours, working conditions or job security, and the Unit member's suggested solution.

**4.6** When the Unit member presents a formal grievance to the Director of Human Resources, the Director of Human Resources shall discuss the grievance with the Unit member and/or the Unit member's designated representative. Within twelve (12) working days after receipt of the formal grievance, the Director of Human Resources shall render a written decision regarding its merits. If the Director of Human Resources' decision does not satisfactorily resolve the complaint, the Unit member and/or Unit member's representative may present the formal grievance to the City Manager. The grievance shall be considered resolved and no further review of the subject matter of the grievance shall be permitted under this article when the Unit member does not seek further review of the grievance within twelve (12) working days after the receipt of the decision of the Director of Human Resources & Risk Management. Failure of the Director of Human Resources to render a written decision on the grievance within twelve (12) working days constitutes a decision denying the grievance.

**4.7** When the Unit member presents a formal grievance to the City Manager, the City Manager shall discuss the grievance with the Unit member and/or the Unit member's designated representative. Within twelve (12) working days after receipt of the formal grievance, the City Manager shall render a written decision regarding its merits. The decision of the City Manager shall resolve the grievance and no further review of the subject matter of the grievance shall be permitted within the City's administrative process. Should the City Manager fail to render a written decision within

twelve (12) working days, the Unit member may consider the administrative procedures completed and sue for redress of the grievance.

**4.8** If the decision of the City Manager does not resolve the grievance to the Unit member's satisfaction, the Unit member, and/or the Union, may sue for redress of grievance.

**SECTION 5 - REPRISALS:**

The City shall not institute any reprisals against any Unit member or designated representative resulting from the use of the grievance procedure.

## ARTICLE XI
## APPEAL PROCEDURES

**SECTION 1 - REQUEST FOR DISCIPLINARY HEARING:**

A non-probationary Unit member, or a Unit member who is on a promotional probationary period who is disciplined for other than failure to pass probation, who believes he or she has been suspended, or demoted without alleged just cause shall have the right to appeal the imposition of that disciplinary action. When a Unit member and/or the Unit member's designated representative or the Unit member's legal counsel, requests a disciplinary hearing, the request shall be in writing, signed by the Unit member, and presented to the Director of Human Resources within twelve (12) working days after the notification date of the imposition of the disciplinary action. Any such request shall be addressed to the Director of Human Resources and shall identify the subject matter of the appeal, the grounds for the appeal, and the relief desired by the Unit member. All disciplinary hearings shall be conducted in private, under no circumstances shall the hearing be open to the public. If the Unit member fails to request a disciplinary hearing within the prescribed time, the Unit member shall have waived the right to a hearing and all rights to further appeal of the disciplinary action.

**SECTION 2 - SCHEDULING OF DISCIPLINARY HEARING:**

The City shall schedule any disciplinary hearing within a reasonable time after the filing of the Unit member's request, considering the availability of a hearing officer and the convenience of the Unit member and the witnesses.

**SECTION 3 - HEARING OFFICER:**

**3.1** The City Manager or his/her designee shall be the hearing officer for disciplinary hearings that do not involve suspensions of more than forty (40) hours, demotions or terminations, or where the Union does not participate in the appeal and pay half of all hearing costs.

**3.2** The hearing officer shall be a neutral third party for all disciplinary appeals involving suspension of more than forty hours or termination.

a. The hearing officer shall be selected from a list of seven (7) names submitted by an outside source mutually agreed upon by the City and the Union. For the purpose of this section, the outside source shall be the American Arbitration Association, unless otherwise mutually agreed upon in writing between the Union and the City. This provision supersedes

any and all side letters previously entered into between the City and the Union with respect to the selection of hearing officers for disciplinary appeals.

b. The selection process shall consist of the City and Union alternately striking a name from the list until one name remains, which will be the appointed hearing officer. A coin toss will determine which side begins the above-mentioned process.

c. The cost for the hearing officer shall be shared equally by the City and the Union.

**SECTION 4 - REPRESENTATION AT DISCIPLINARY HEARING:**

At the disciplinary hearing, the Unit member may appear personally, and shall have the right to be represented by the Union or by legal counsel. The Unit member and the City shall have the right to produce and confront witnesses, and to present any relevant oral or documentary evidence.

**SECTION 5 - BURDEN OF PROOF AND EVIDENCE:**

The City shall have the burden of proof at the disciplinary hearing and shall be required to prove the charges against the Unit member by a preponderance of the evidence. The disciplinary hearing shall not be conducted according to the technical rules of evidence.

**SECTION 6 - CONDUCT OF DISCIPLINARY HEARING:**

The conduct of the disciplinary hearing shall be under the control of the hearing officer with due regard for the rights and privileges of the parties. During the examination of a witness, the hearing officer may exclude from the hearing, any and all other witnesses. The hearing officer shall have the power to issue subpoenas to compel the attendance of witnesses or the production of documents. Disciplinary hearings shall be tape-recorded.

**SECTION 7 - HEARING OFFICER'S DECISION:**

Within thirty (30) calendar days after conclusion of the evidentiary and argument portions of the disciplinary hearing, the hearing officer shall issue a written decision containing findings of the fact and conclusions of law. The hearing officer shall have the authority to affirm, revoke or reduce the disciplinary action imposed against the Unit member. The hearing officer's decision constitutes a final and binding resolution of any disciplinary action and no further appeal shall be permitted.

## ARTICLE XII
## CITY RIGHTS

**SECTION 1 - EXCLUSIVE CITY RIGHTS AND AUTHORITY:**

The City retains the exclusive right to manage and direct the performance of City services and the work force performing such services. The following matters shall be within the exclusive authority of the City.

**1.1** The consideration of the merits, necessity, or organization of any service or activity conducted by the City shall include but not be limited to the City's right to:

**1.2** Determine issues of public policy;

**1.3** Determine and change the facilities, methods, means, and personnel by which City operations are to be conducted;

**1.4** Expand or diminish services;

**1.5** Determine and change the number of locations, relocations, and types of operations and the processes and materials to be employed in carrying out all City functions, including but not limited to the right to contract out any work or operation;

**1.6** Determine the size and composition of the work force, to assign work to Unit members in accordance with requirements as determined by the City, and to establish and change work assignments;

**1.7** Determine job classifications;

**1.8** Appoint, transfer, promote, demote, and lay off Unit members for lack of work or other appropriate reasons;

**1.9** Initiate disciplinary action;

**1.10** Determine policies, procedures, and standards for selection, training and promotion of Unit members;

**1.11** Establish Unit member performance standards, including but not limited to quality and quantity standards;

**1.12** Maintain the efficiency of governmental operations;

**1.13** Exercise complete control and discretion over its organization, and the technology of performing its work and services;

**1.14** Establish reasonable work and safety rules and regulations in order to maintain the efficiency and economy desirable in the performance of City services; and

**1.15** Determine any and all necessary actions to carry out its mission in emergencies.

**1.16** The exclusive decision making authority of the City and the management on matters involving the City rights and authority shall not be in any way, directly or indirectly, subject to the grievance procedure. The Unit member may grieve the impact of the exercise of exclusive City rights and authority that directly relate to matters within the scope of representation.

**SECTION 2 - CONCERTED REFUSAL TO WORK:**

**2.1** If a Unit member participates in any manner in any strike, sympathy strike, work stoppage, slowdown, sick-in or other concerted refusal to work or participates in any manner in picketing or impediment to work in support of any such strike, work stoppage, slowdown, sick-in or other

concerted refusal to work or induces other Unit members of the City to engage in such activities, such Unit member shall be subject to discharge by the City.

**2.2** In the event the Union calls, engages in, encourages, assists, or condones in any manner, any strike, sympathy strike, work stoppage, slowdown, sick-in, or other concerted refusal to work by Unit members of the City or any picketing or work impediment in support thereof, or any form of interference with or limitation of the peaceful performance of City services, the City, in addition to any other lawful remedies or disciplinary actions available to it, may suspend any and all of the rights and privileges accorded the Union under any ordinance, resolution, rules or procedures of the City, including but not limited to the suspension of recognition of the Union, and the use of the City's bulletin boards and facilities.

**2.3** The City shall not lock out Unit members.

## ARTICLE XIII
## UNION RIGHTS

### SECTION 1 - EXCLUSIVE REPRESENTATION:

It is agreed by and between the Union and the City that AFSCME, Local 809 is the exclusive representative of Unit members covered by this agreement. As such, the Union shall be the only agent providing representation for grievances and disciplinary hearings and for all terms and conditions of employment. At the disciplinary hearing, the Unit member may appear personally, may be represented by the Union or by legal counsel. If a Unit member requests representation for grievances, it shall be through the Union.

### SECTION 2 - BULLETIN BOARD:

The City will provide the Union ample space on five (5) bulletin boards located at City Hall, adjacent to the City Clerk's office, and/or at the City's Corporate Yard. Two bulletin boards for display of Union announcements and notices will be provided in accessible areas at the City's Corporate Yard and Community Center. Where the City does not have an existing bulletin board, the Union shall supply it.

### SECTION 3 - E-MAIL ACCESS:

The City will set up e-mail addresses for all Full-Time AFSCME-represented Unit members in the City's e-mail system. Additionally, new Unit members shall be added to the "ALL AFSCME" email group.

### SECTION 4 - UNION OFFICERS:

**4.1** Union officers shall continue to receive release time leave as described in this MOU to perform official Union duties, with the understanding that their Union duties shall not interfere with the effective and efficient performance of their assigned job responsibilities, or interfere with the efficiency, safety and security of City operations.

**4.2** The Union will provide the City a current list of all officers, stewards and representatives on a quarterly basis.

**SECTION 5 - POLITICAL ACTION FUND:**

The City will provide payroll deduction for political action fund "PEOPLE" and remit same to AFSCME.

**SECTION 6 - RELEASE TIME:**

The City shall provide Unit members with release time leave subject to the following conditions:

**6.1** Upon advance notice and unless the Unit member's or designated representative's use of release time interferes with departmental operations, the immediate supervisor shall permit a Unit member and one designated representative to use release time as time off work with pay in order to prepare a formal grievance or to appeal a disciplinary action.

**6.2** The immediate supervisor shall approve release time requests for up to one (1) hour for both the Unit member and one (1) designated representative for each formal grievance. The immediate supervisor shall approve release time requests for up to two (2) hours for both the Unit member and one (1) designated representative for each pre-disciplinary conference or disciplinary hearing unless it interferes with departmental operations. Additional requests for release time to prepare for a formal grievance or to appeal a disciplinary action must be approved in advance by the appointing authority which includes inspection of Unit members personnel file for disciplinary appeals.

**6.3** A Unit member's designated representative may use release time to be present at the presentation of a grievance, a pre-disciplinary conference, or disciplinary hearing.

**6.4** Representatives and officers of recognized employee organizations will be permitted to use release time to attend labor contract negotiations sessions scheduled by the City. The number of the labor contract negotiating committee members for the union shall be no more than two (2) members from each of the three units represented by AFSCME, Local 809 including the president of the local, and an AFSCME union representative. Up to four representatives of the recognized Unit member organization will be permitted to use release time to attend meet-and-confer sessions scheduled by the City, three representatives may attend labor/management meetings, and two representatives may attend Personnel Subcommittee meetings.

**6.5** AFSCME shall be permitted monthly paid release time for executive board meetings; such meetings shall not exceed two work hours.

**6.6** Unit member organizations may request release time from the employer-employee relations officer for a special meeting not covered in this provision. Such requests shall be in writing stating the reasons for such request.

**6.7** Unit members who use release time pursuant to the provisions of this section shall record all such hours on their payroll job ticket each payroll period.

**6.8** While it is anticipated that the President and Vice President will utilize release time in accordance with this section, the AFSCME, Local 809 Vice President shall have ten (10) hours per month paid release time, approved in advance quarterly by his or her immediate supervisor. The AFSCME,

Local 809 President shall have one day (10) hours per week paid release time, approved in advance quarterly by his or her immediate supervisor.

**6.9** Release time is to be used to cover labor relations activities that occur during a Unit member's normal work hours. It does not add to a Unit member's normal work schedule nor create any overtime obligation. Any hours expended outside normal work hours shall not count as release time, shall be uncompensated by the City, and are the personal responsibility of the Unit member and/or the Union. However, the City Manager or the Director of Human Resources may pre-authorize overtime for labor relations related purposes.

**6.10** Release time is not available for labor relations related administrative or legal procedures, except that the Union may have one representative at administrative proceedings who shall be entitled to the use of release time and all represented members that may be called as witnesses at any administrative proceeding shall be entitled to use release time to cover any required attendance at such proceeding that occurs during the Unit member's normally scheduled work hours. Unit members that are to be called as witnesses at such proceedings shall be placed "on call" with at least one-hour notice of the need for their attendance and allowed to use release time for any time spent that occurs during the Unit member's normally scheduled work hours. Examples of administrative proceedings include, but are not limited to, PERB, EEOC, DFEH, Labor Commissioner, etc.

**6.11** AFSCME Unit members shall be permitted one (1) hour of paid release time per month to attend AFSCME membership meetings. AFSCME will keep sign-in sheets and provide same to Human Resources to prove attendance at the membership meetings.

**6.12** The City Manager or designee, or the Human Resources Director may grant additional release time on any matters considered not covered in this section.

**SECTION 7 - BIDDING ON IN-HOUSE SERVICES:**

Prior to the City initiating the official bid process, the Union shall have the opportunity to present to the City a bid to keep services in-house. This opportunity shall be part of the required meet and confer process. If the request is reasonable, the City will provide the Union with information not normally available to the Union.

**SECTION 8 - PERSONNEL FILES:**

There shall be one official personnel file for each Unit member, and it shall be kept at City Hall in Human Resources.

**SECTION 9 - UNION MEETINGS:**

**9.1** The City shall provide free of cost to AFSCME, the use of City facilities to conduct Union meetings related to the City of Carson representation, no more than twice per month. This free use of City facilities is restricted to AFSCME Local 809 and shall not be used by any other organization or affiliates.

**9.2** AFSCME will be permitted to bring food and refreshments from outside entities to said meetings.

# ARTICLE XIV
# UNION SECURITY

## SECTION 1 - UNION MEMBERSHIP AND DUES DEDUCTION:

**1.1** Union may request that the City deduct membership dues, initiation fees, and general assessments, as well as payment of any other membership benefit program sponsored by the Union, from the wages and salaries of Union members. Union hereby certifies that Union has and shall maintain all such deduction authorizations signed by the individual from whose salary or wages the deduction is to be made and shall not be required to provide a copy of an individual authorization to the City unless a dispute arises about the existence or terms of the authorization. Accordingly, Union membership dues shall be deducted each pay period in accordance with the City procedures and provisions of applicable law from the salary of each employee whose name is provided by the Union. Remittance of the aggregate amount of all such monies shall be made by the City to the Union at the conclusion of each month payroll period in which said dues were deducted. Union shall defend, indemnify, and hold the City harmless against any liability arising from any claims, demands, or other action relating to the City's compliance with this section.

**1.2** Changes to the payroll deduction shall commence on the pay period after the authorization or written notification is received by the City.

## SECTION 2 - MAINTENANCE OF MEMBERSHIP:

Any represented employees who have authorized Union dues deductions on the effective date of 10/23/18, which is when City Council adopted the provision in the Tentative Agreement which forms the basis for this provision in this MOU, or at any time subsequent to the effective date of such Tentative Agreement, shall continue to have such dues deduction made by the City; provided, however, that any requests to revoke or change Union membership deductions must be referred to the Union. Union shall defend, indemnify and hold the City harmless against any liability arising from any claims, demands, or other action relating to the City's compliance with this section.

## SECTION 3 - UNION ACCESS TO NEW EMPLOYEE ORIENTATIONS AND INFORMATION:

**3.1** Pursuant to AB 119, the City agrees to provide, when practical, no less than 10-days' notice in advance of any new employee orientations and provide the Union access to the orientation(s). Orientation refers to any onboarding process, whether in person, online or through other means. Access shall be determined by the Union, which could mean representational attendance or correspondence. The Union shall advise the City reasonably in advance as to the type of access requested. The City agrees to provide such reasonable notice of current employees that have changed position status (i.e. part-time to full time, promotional).

**3.2** The City agrees, pursuant to AB 119, to provide the Union with the name, job title, department, work location, and work telephone number of newly hired employees within thirty (30) days of the date of hire. The City also agrees to provide the Union with the name, job title, department, work location, work, home and personal cellular telephone numbers, personal email addresses and home address of all bargaining unit employees once a quarter.

**3.3** Notwithstanding the foregoing, pursuant to AB 119, the City will not provide the Union with the home address or any phone number on file with the City of any employee performing law enforcement-related functions, and the City will not provide the Union with any home address, home telephone number, personal cellular telephone number, or personal email address of any employee who has made a written request to the City regarding non-disclosure of said information. Upon receipt of a written request for non-disclosure of employee information, the City will provide the Union with a copy of that request.

## ARTICLE XV
## OTHER MATTERS WITHIN THE SCOPE OF REPRESENTATION

### SECTION 1 - STATUS OF GRANT-FUNDED UNIT MEMBERS:

Full-Time grant funded Unit members shall be considered City Unit members and will receive all benefits and rights conferred by this agreement.

### SECTION 2 - UNION MANAGEMENT MEETINGS:

The City and the Union agree to meet on at least a quarterly basis for the duration of this agreement to discuss matters of mutual concern and establish a system of communication between Unit members and management for the purpose of improving even further delivery of services, efficiency of operations and Unit member morale.

### SECTION 3 - PROMOTIONAL OPPORTUNITIES:

**3.1** The City will make a good faith effort to promote and transfer from within.

**3.2** The City will recruit for and establish eligibility lists for all vacant budgeted positions unless formally frozen by Council.

**3.3** Employees that promote outside of the Unit shall not be considered as new hires in relation to the transfer of benefits.

### SECTION 4 - LATERAL TRANSFERS:

**4.1** Unit members who wish to be considered for lateral transfer must complete a lateral transfer form and place it on file with the Human Resources Department. When the Director of Human Resources, or designee, receives an approved requisition for a position where a Unit member has filed a lateral transfer form, the Human Resources Department will notify that Unit member of the recruitment during the promotional recruitment period, and provide the Unit member with a recruitment flyer. Testing requirements will be waived if the candidate meets the minimum requirements of the open position.

**4.2** Lateral transfer candidates shall advance directly to an interview with the hiring authority, at a time that is to be determined by the hiring authority. The selection decision shall be at the discretion of the hiring authority; lateral transfer candidates shall not have superior rights to the open position over the rights of the promotional candidates.

**SECTION 5 - TYPING CERTIFICATES:**

Typing certificates verifying typing speeds of sixty-five (65) words per minute or greater shall be considered to be valid for thirty-six (36) months from the date of issuance.

**SECTION 6 - PERSONNEL SUBCOMMITTEE:**

The City agrees to inform the Union of any issues going before the Personnel Subcommittee and City Council concerning the Union and that the Union will be given this information and the right to attend said meetings on release time, limited to one or two members as appropriate.

## ARTICLE XVI
## MODIFICATION AND DURATION

**SECTION 1 - SEVERABILITY:**

Notwithstanding any other provisions of this MOU, in the event that any article, section, or subsection of this MOU shall be declared invalid by any court or by any state or federal law or regulation, or should a decision by any court or any state or federal law or regulation diminish the benefits provided by this MOU, or impose additional obligations on the City, the City and the Union shall meet and confer on the affected article, section, or subsection. In such event, all other articles, sections or subsections of this MOU not affected shall continue in full force and effect.

**SECTION 2 - DURATION:**

**2.1** This MOU shall be binding on the City and AFSCME when approved and adopted by the City Council.

**2.2** Except as otherwise provided herein, this MOU covers a three (3) year contract term from July 1, 2024 to June 30, 2028 and shall be in full force and effect from the 1st day of July, 2024 and shall remain in full force and effect up to and including the 30th day of June, 2028; provided, however, that the salary levels, benefits and other money items, specified herein shall become effective as indicated.

**SECTION 3 – REOPENERS/ME TOO CLAUSE:**

The parties do specifically agree to reopen the meet and confer process during the term of this MOU only as regards to the following issues. These reopeners are not contingent upon the execution of any success MOU and no successor MOU is contingent upon agreement of these reopeners:

a. Class A/B License Pay: The parties agree to a reopener during the term of this MOU to discuss the unions percentage update recommendation.
b. Differential Pay for Certain "Senior" Classifications: The parties agree to a reopener during the term of this MOU to discuss the additional of Senior Equipment Mechanic and Senior Events Coordinator

During the term of this Agreement, AFSCME bargaining unit employees shall receive MOU bonuses and/or general salary increase (also known as a cost-of-living adjustment or COLA) equal to the

highest COLA or general salary increase, and/or bonusses, received by any other City bargaining units.

**SECTION 4 – SUCCESSOR MOU LANGUAGE UPDATES:**

After City Council adoption of the Tentative Agreement and direction given to the parties to prepare a successor AFSCME MOU, the parties agree that said successor AFSCME MOU shall be reviewed and language updated with any proposed changes not mentioned within the Tentative Agreement requiring mutual agreement by City and AFSCME.

**SECTION 5 – CIVIL SERVICE COMMISSION**

Within the first quarter of 2023, the City and Union agree to begin the meet and confer process to establish a Civil Service Commission, per the City Charter.

**[SIGNATURES ON NEXT PAGE]**

**A MEMORANDUM OF UNDERSTANDING FOR THE PERIOD JULY 1, 2024 THROUGH JUNE 30, 2028 BETWEEN THE CITY OF CARSON AND EMPLOYEES ASSIGNED TO CLASSIFIED POSITIONS REPRESENTED BY THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES UNION (AFSCME), COUNCIL 36, LOCAL 809 PASSED, APPROVED AND ADOPTED THIS ___DAY OF _____ 20__**

| **AFSCME LOCAL 809** | **CITY OF CARSON** |
|---|---|
| Tony Rodriguez, President | David C. Roberts Jr., City Manager |
| Bob Adams, Business Representative | Pam Lee, Deputy City Attorney |
| Vacant, Vice President | |
| Mary Rojas, Treasurer | |
| Nancy Rusas, Secretary | |
| Cesar Sicairos, Board Member | |
| Gerardo Moreno, Board Member | |
| Joshua K. Otineru, Board Member | |

# APPENDIX A
# DESIGNATED APPROPRIATE UNITS
# CLERICAL AND TECHNICAL UNIT

Account Clerk
Accounts Payable Specialist I (Job Series)
Accounts Payable Specialist II (Job Series)
Administrative Secretary
Animal Control Officer
Audio Visual Assistant
Business License Specialist I (Job Series)
Business License Specialist II (Job Series)
Central Services Technician
Code Enforcement Aide (Job Series)
Code Enforcement and Collections Officer
Code Enforcement Officer (Job Series)
Construction Inspector
Coordinator, Records Management
Division Secretary
Economic Development Liaison
Employment Specialist
Engineering Technician
Graphic Designer I (Job Series)
Graphic Designer II (Job Series)
Housing & Homeless Coordinator
Information & Technology Systems Coordinator
Innovation & Business Liaison
Office Clerk (Job Series)
Parking Control Officer
Planning Secretary
Planning Technician I (Job Series)
Planning Technician II (Job Series)
Public Safety Engagement Officer
Purchasing Specialist I (Job Series)
Purchasing Specialist II (Job Series)
Resource Center Technician
Revenue Inspector
Sanitation Officer
Sanitation Services Coordinator
Senior Account Clerk I (Job Series)
Senior Account Clerk II (Job Series)
Senior Central Services Technician
Senior Clerk
Senior Construction Inspector
Senior Storekeeper
Storekeeper
Systems Coordinator
Typist Clerk I (Job Series)
Typist Clerk II (Job Series)
Youth Services Officer

## APPENDIX A (CONT.)
## DESIGNATED APPROPRIATE UNITS
## CRAFTS AND TRADES UNIT

Assistant Facilities Maintenance Technician (Job Series)
Assistant Groundsworker (Job Series)
Assistant Maintenance Worker (Job Series)
Assistant Tree Trimmer (Job Series)
Bus Driver
Custodian
Electrician
Equipment Mechanic I (Job Series)
Equipment Mechanic II (Job Series)
Equipment Service Worker (Job Series)
Event Services Worker I (Job Series)
Event Services Worker II (Job Series)
Event Services Worker III (Job Series)
Facilities Maintenance Technician I (Job Series)
Facilities Maintenance Technician II (Job Series)
Groundsworker I (Job Series)
Groundsworker II (Job Series)
Heavy Equipment Operator
HVAC Technician
Irrigation Technician
Lead Facilities Maintenance Technician
Locksmith
Maintenance Worker I (Job Series)
Maintenance Worker II (Job Series)
Painter
Plumber
Pool Maintenance Specialist
Senior Bus Driver
Senior Custodian
Senior Equipment Mechanic
Senior Groundsworker
Senior Maintenance Worker I
Senior Maintenance Worker II
Senior Tree Trimmer
Tree Trimmer I (Job Series)
Tree Trimmer II (Job Series)

# APPENDIX A (CONT.)
# DESIGNATED APPROPRIATE UNITS
# PROFESSIONAL/MIDDLE MANAGEMENT UNIT

Adult Sports Coordinator I (Job Series)
Adult Sports Coordinator II (Job Series)
Aquatics Program Supervisor
Assistant Events Coordinator (Job Series)
Assistant Recreation Coordinator
Buyer
Community Services Coordinator I (Job Series)
Community Services Coordinator II (Job Series)
Early Childhood Instructor
Early Childhood Program Supervisor
Events Coordinator (Job Series)
Event Services Coordinator I (Job Series)
Event Services Coordinator II (Job Series)
Kids Club Coordinator I (Job Series)
Kids Club Coordinator II (Job Series)
Recreation Center Supervisor I (Job Series)
Recreation Center Supervisor II (Job Series)
Recreation Coordinator
Recreation Permits Coordinator I (Job Series)
Recreation Permits Coordinator II (Job Series)
Recreation Program Supervisor
Senior Code Compliance Specialist
Senior Recreation Center Supervisor
Seniors Assisted Living Coordinator I (Job Series)
Seniors Assisted Living Coordinator II (Job Series)
Seniors Recreation Program Coordinator I (Job Series)
Seniors Recreation Program Coordinator II (Job Series)
Seniors Services Coordinator I (Job Series)
Seniors Services Coordinator II (Job Series)
Special Needs Recreation Coordinator I (Job Series)
Special Needs Recreation Coordinator II (Job Series)
Transportation Coordinator I (Job Series)
Transportation Coordinator II (Job Series)
Youth Sports Coordinator I (Job Series)
Youth Sports Coordinator II (Job Series)

# APPENDIX B
# OCCUPATIONAL GROUPINGS

| | | **Salary Range No.** |
|---|---|---|
| 1) | Senior Code Compliance Specialist | 346 |
| | Code Enforcement and Collection Officer | 345 |
| | Revenue Inspector | 343 |
| | Code Enforcement Officer (Job Series) / Sanitation Officer | 342 |
| | Youth Services Officer | 341 |
| | Business License Specialist II* (Job Series) | 336 |
| | Business License Specialist I* (Job Series) / Sanitation Services Coordinator | 334 |
| | Code Enforcement Aide (Job Series) | 333 |
| | Animal Control Officer | 727 |
| | Parking Control Officer | 326 |
| | Public Safety Engagement Officer | 721 |
| 2) | Construction Inspector | 339 |
| | Senior Construction Inspector | 713 |
| 3) | Senior Central Services Technician | 334 |
| | Central Services Technician | 328 |
| 4) | Graphic Designer II (Job Series) | 337 |
| | Graphic Designer I (Job Series) | 335 |
| 5) | Employment Specialist | 341 |
| 6) | Administrative Secretary | 338 |
| | Planning Secretary | 337 |
| | Business License Specialist II* (Job Series) | 336 |
| | Division Secretary/Resource Center Technician | 335 |
| | Resource Center Technician | 335 |
| | Systems Coordinator | 335 |
| | Business License Specialist I* (Job Series) | 334 |
| | Senior Clerk/ Innovation & Business Liaison | 330 |
| | Typist Clerk II (Job Series) | 326 |
| | Typist Clerk I (Job Series) | 324 |
| | Office Clerk (Job Series) | 322 |
| | Information & Technical Systems Coordinator | 721 |
| 7) | Buyer* | 344 |
| | Accounts Payable Specialist II (Job Series)/Purchasing Specialist II (Job Series)/ Payroll Specialist II (Job Series)/Senior Account Clerk II* (Job Series) | 336 |
| | Accounts Payable Specialist I (Job Series)/Purchasing Specialist I (Job Series)/ | |

Payroll Specialist I (Job Series)/Senior Account Clerk I* (Job Series) ..... 334
Account Clerk ..... 332

(* Denotes minimum qualifications required.)

**Salary Range No.**

8) Planning Technician II (Job Series) ..... 341
Planning Technician I (Job Series) ..... 339

9) Senior Equipment Mechanic ..... 341
Equipment Mechanic II (Job Series) ..... 338
Equipment Mechanic I (Job Series) ..... 335
Equipment Service Worker (Job Series) ..... 331

10) HVAC Technician ..... 345
Electrician ..... 343
Plumber ..... 340
Pool Maintenance Specialist ..... 337
Lead Facilities Maintenance Technician ..... 338
Painter ..... 338
Locksmith ..... 338
Facilities Maintenance Technician II (Job Series) ..... 335
Facilities Maintenance Technician I (Job Series) ..... 329
Senior Custodian ..... 328
Assistant Facilities Maintenance Technician (Job Series) ..... 327
Custodian ..... 325

11) Senior Tree Trimmer ..... 340
Irrigation Technician ..... 335
Senior Groundsworker ..... 334
Tree Trimmer II (Job Series) ..... 333
Groundsworker II (Job Series) ..... 331
Senior Custodian ..... 328
Groundsworker I (Job Series)/Tree Trimmer I (Job Series) ..... 327
Assistant Groundsworker (Job Series)/Assistant Tree Trimmer (Job Series) ..... 325
Custodian ..... 325

12) Senior Maintenance Worker II ..... 341
Senior Maintenance Worker I ..... 339
Lead Facilities Maintenance Technician ..... 338
Heavy Equipment Operator ..... 337
Facilities Maintenance Technician II (Job Series) ..... 335
Maintenance Worker II (Job Series) ..... 331
Facilities Maintenance Technician I (Job Series) ..... 329
Senior Custodian ..... 328

Maintenance Worker I (Job Series) ..... 326
Custodian ..... 325
Assistant Maintenance Worker (Job Series) ..... 324

| | | Salary Range No. |
|---|---|---|
| 13) | Senior Recreation Center Supervisor | 349 |
| | Aquatics Program Supervisor | 346 |
| | Recreation Center Supervisor II (Job Series)/Recreation Program Supervisor | 346 |
| | Adult Sports Coordinator II (Job Series)/Community Services Coordinator II (Job Series)/Event Services Coordinator II (Job Series)/Kids Club Coordinator II (Job Series)/Recreation Center Supervisor I (Job Series)/Recreation Permits Coordinator II (Job Series)/Seniors Assisted Living Coordinator II (Job Series)/Seniors Recreation Program Coordinator II (Job Series)/Seniors Services Coordinator II (Job Series)/Special Needs Recreation Coordinator II (Job Series)/Transportation Coordinator II (Job Series)/Youth Sports Coordinator II (Job Series) | 343 |
| | Adults Sports Coordinator I (Job Series)/Community Services Coordinator I (Job Series) Coordinator, Recreation/ Event Services Coordinator I (Job Series)/Kids Club Coordinator II (Job Series)/Recreation Permits Coordinator I (Job Series)/ Seniors Assisted Living Coordinator I (Job Series)/Seniors Recreation Program Coordinator I (Job Series)/Seniors Services Coordinator I (Job Series)/Special Needs Recreation Coordinator I (Job Series)/Transportation Coordinator I (Job Series)/Youth Sports Coordinator I (Job Series) | 341 |
| | Events Coordinator (Job Series) | 337 |
| | Assistant Recreation Coordinator | 335 |
| | Assistant Events Coordinator (Job Series) | 331 |
| 14) | Early Childhood Program Supervisor | 346 |
| | Early Childhood Instructor | 330 |
| 15) | Senior Storekeeper | 334 |
| | Storekeeper | 330 |
| 16) | Engineering Technician | 340 |
| 17) | Senior Bus Driver/ | 332 |
| | Bus Driver | 330 |
| 18) | Coordinator, Records Management | 339 |
| 19) | Event Services Worker III (Job Series) | 331 |
| | Event Services Worker II (Job Series) | 326 |
| | Event Services Worker I (Job Series) | 324 |
| 20) | Housing & Homeless Coordinator | 714 |

APPENDIX C
JOB SERIES POSITIONS Article III, Section 4

| | LEVEL 1 | | LEVEL 2 | | LEVEL 3 | |
|---|---|---|---|---|---|---|
| # | Classification | Salary Range | Classification | Salary Range | Classification | Salary Range |
| 1 | Accounts Payable Specialist I | 334 | Accounts Payable Specialist II | 336 | N/A | N/A |
| 2 | Adult Sports Coordinator I | 341 | Adult Sports Coordinator II | 343 | N/A | N/A |
| 3 | Assistant Events Coordinator | 331 | Events Coordinator | 337 | N/A | N/A |
| 4 | Assistant Facilities Maintenance Technician | 327 | Facilities Maintenance Technician I | 329 | Facilities Maintenance Technician II | 335 |
| 5 | Assistant Groundsworker | 325 | Groundsworker I | 327 | Groundsworker II | 331 |
| 6 | Assistant Maintenance Worker | 324 | Maintenance Worker I | 326 | Maintenance Worker II | 331 |
| 7 | Assistant Tree Trimmer | 325 | Tree Trimmer I | 327 | Tree Trimmer II | 333 |
| 8 | Business License Specialist I | 334 | Business License Specialist II | 336 | N/A | N/A |
| 9 | Code Enforcement Aide | 333 | Code Enforcement Officer | 342 | N/A | N/A |
| 10 | Community Services Coordinator I | 341 | Community Services Coordinator II | 343 | N/A | N/A |
| 11 | Equipment Service Worker | 331 | Equipment Mechanic I | 335 | Equipment Mechanic II | 338 |
| 12 | Event Services Coordinator I | 341 | Event Services Coordinator II | 343 | N/A | N/A |
| 13 | Event Services Worker I | 324 | Event Services Worker II | 326 | Event Services Worker III | 331 |
| 14 | Graphic Designer I | 335 | Graphic Designer II | 337 | N/A | N/A |
| 15 | Kids Club Coordinator I | 341 | Kids Club Coordinator II | 343 | N/A | N/A |
| 16 | Office Clerk | 322 | Typist Clerk I | 324 | Typist Clerk II | 326 |
| 17 | Payroll Specialist I | 334 | Payroll Specialist II | 336 | N/A | N/A |
| 18 | Planning Technician I | 339 | Planning Technician II | 341 | N/A | N/A |
| 19 | Purchasing Specialist I | 334 | Purchasing Specialist II | 336 | N/A | N/A |
| 20 | Recreation Center Supervisor I | 343 | Recreation Center Supervisor II | 346 | N/A | N/A |

| | | | | | | |
|---|---|---|---|---|---|---|
| 21 | Recreation Permits Coordinator I | 341 | Recreation Permits Coordinator II | 343 | N/A | N/A |
| 22 | Senior Account Clerk I | 334 | Senior Account Clerk II | 336 | N/A | N/A |
| 23 | Seniors Assisted Living Coordinator I | 341 | Seniors Assisted Living Coordinator II | 343 | N/A | N/A |
| 24 | Seniors Recreation Program Coordinator I | 341 | Seniors Recreation Program Coordinator II | 343 | N/A | N/A |
| 25 | Seniors Services Coordinator I | 341 | Seniors Services Coordinator II | 343 | N/A | N/A |
| 26 | Special Needs Recreation Coordinator I | 341 | Special Needs Recreation Coordinator II | 343 | N/A | N/A |
| 27 | Transportation Coordinator I | 341 | Transportation Coordinator II | 343 | N/A | N/A |
| 28 | Youth Sports Coordinator I | 341 | Youth Sports Coordinator II | 343 | N/A | N/A |

# APPENDIX D
# DIFFERENTIAL PAY FOR CERTAIN 'SENIOR' CLASSIFICATIONS

Article III, Section 6

| # | Senior Classification | Salary Range | Highest Subordinate | Salary Range |
|---|---|---|---|---|
| 1 | HVAC Technician | 345 | Facilities Maintenance Technician II | 335 |
| 2 | Electrician | 343 | Facilities Maintenance Technician II | 335 |
| 3 | Senior Maintenance Worker II | 341 | Heavy Equipment Operator | 337 |
| 4 | Senior Tree Trimmer | 340 | Heavy Equipment Operator | 337 |
| 5 | Plumber | 340 | Pool Maintenance Specialist | 337 |
| 6 | Senior Maintenance Worker I | 339 | Maintenance Worker II | 331 |
| 7 | Lead Facilities Maintenance Technician | 338 | Facilities Maintenance Technician II | 335 |
| 8 | Locksmith | 338 | Facilities Maintenance Technician II | 335 |
| 9 | Painter | 338 | Facilities Maintenance Technician II | 335 |
| 10 | Irrigation Technician | 335 | Groundsworker II | 331 |
| 11 | Senior Groundsworker | 334 | Groundsworker II | 331 |
| 12 | Senior Custodian | 328 | Custodian | 325 |

**City of Carson**
**Monthly Salary Schedule**
**AFSCME Local 809**
**Effective July 1, 2024**
**6% COLA**

| | | Monthly | | | | | | Hourly | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **TITLE** | **RANGE** | **STEP 1** | **STEP 2** | **STEP 3** | **STEP 4** | **STEP 5** | **STEP 6** | **STEP 1** | **STEP 2** | **STEP 3** | **STEP 4** | **STEP 5** | **STEP 6** |
| Account Clerk | 701 | 5,360.75 | 5,573.99 | 5,850.03 | 6,141.04 | 6,444.29 | 6,765.21 | 30.93 | 32.16 | 33.75 | 35.43 | 37.18 | 39.03 |
| Accounts Payable Specialist I | 702 | 5,629.82 | 5,854.11 | 6,143.76 | 6,448.36 | 6,767.93 | 7,102.45 | 32.48 | 33.77 | 35.44 | 37.20 | 39.05 | 40.98 |
| Accounts Payable Specialist II | 703 | 5,915.36 | 6,150.56 | 6,455.16 | 6,776.09 | 7,111.97 | 7,466.89 | 34.13 | 35.48 | 37.24 | 39.09 | 41.03 | 43.08 |
| Administrative Secretary | 704 | 6,210.51 | 6,457.88 | 6,777.45 | 7,113.33 | 7,468.25 | 7,839.48 | 35.83 | 37.26 | 39.10 | 41.04 | 43.09 | 45.23 |
| Aquatics Program Supervisor | 705 | 7,555.84 | 7,857.16 | 8,248.79 | 8,658.11 | 9,087.82 | 9,540.64 | 43.59 | 45.33 | 47.59 | 49.95 | 52.43 | 55.04 |
| Animal Control Officer | 708 | 4,748.81 | 4,936.72 | 5,179.39 | 5,435.74 | 5,705.79 | 5,988.28 | 27.40 | 28.48 | 29.88 | 31.36 | 32.92 | 34.55 |
| Assistant Events Coordinator | 720 | 5,235.83 | 5,442.08 | 5,712.69 | 5,994.18 | 6,290.62 | 6,603.39 | 30.21 | 31.40 | 32.96 | 34.58 | 36.29 | 38.10 |
| Assistant Facilities Maintenance Technician | 708 | 4,748.49 | 4,936.22 | 5,179.63 | 5,435.28 | 5,705.89 | 5,988.74 | 27.40 | 28.48 | 29.88 | 31.36 | 32.92 | 34.55 |
| Assistant Groundsworker | 706 | 4,520.60 | 4,699.61 | 4,933.50 | 5,176.91 | 5,432.56 | 5,701.81 | 26.08 | 27.11 | 28.46 | 29.87 | 31.34 | 32.90 |
| Assistant Maintenance Worker | 707 | 4,412.15 | 4,586.74 | 4,813.84 | 5,050.45 | 5,300.66 | 5,563.11 | 25.45 | 26.46 | 27.77 | 29.14 | 30.58 | 32.09 |
| Assistant Recreation Coordinator | 709 | 5,771.22 | 6,000.98 | 6,298.78 | 6,611.55 | 6,937.91 | 7,283.31 | 33.30 | 34.62 | 36.34 | 38.14 | 40.03 | 42.02 |
| Assistant Tree Trimmer | 706 | 4,520.60 | 4,699.61 | 4,933.50 | 5,176.91 | 5,432.56 | 5,701.81 | 26.08 | 27.11 | 28.46 | 29.87 | 31.34 | 32.90 |
| Bus Driver | 717 | 5,108.16 | 5,310.18 | 5,572.63 | 5,848.67 | 6,139.68 | 6,442.93 | 29.47 | 30.64 | 32.15 | 33.74 | 35.42 | 37.17 |
| Business License Specialist I | 702 | 5,629.82 | 5,854.11 | 6,143.76 | 6,448.36 | 6,767.93 | 7,102.45 | 32.48 | 33.77 | 35.44 | 37.20 | 39.05 | 40.98 |
| Business License Specialist II | 703 | 5,915.36 | 6,150.56 | 6,455.16 | 6,776.09 | 7,111.97 | 7,466.89 | 34.13 | 35.48 | 37.24 | 39.09 | 41.03 | 43.08 |
| Buyer | 710 | 7,197.55 | 7,483.20 | 7,854.44 | 8,243.35 | 8,654.03 | 9,083.74 | 41.52 | 43.17 | 45.31 | 47.56 | 49.93 | 52.41 |
| Central Services Clerk | 719 | 4,633.17 | 4,816.56 | 5,055.89 | 5,306.10 | 5,568.55 | 5,844.60 | 26.73 | 27.79 | 29.17 | 30.61 | 32.13 | 33.72 |
| Code Enforcement & Collections Officer | 713 | 7,373.26 | 7,666.78 | 8,046.18 | 8,447.33 | 8,866.16 | 9,306.75 | 42.54 | 44.23 | 46.42 | 48.73 | 51.15 | 53.69 |
| Code Enforcement Aide | 727 | 5,495.28 | 5,714.05 | 5,998.26 | 6,296.06 | 6,607.47 | 6,935.19 | 31.70 | 32.97 | 34.61 | 36.32 | 38.12 | 40.01 |
| Code Enforcement Officer | 712 | 6,851.60 | 7,122.85 | 7,477.76 | 7,847.64 | 8,237.91 | 8,647.23 | 39.53 | 41.09 | 43.14 | 45.27 | 47.53 | 49.89 |
| Construction Inspector | 715 | 6,368.38 | 6,622.42 | 6,951.51 | 7,295.55 | 7,657.26 | 8,038.02 | 36.74 | 38.21 | 40.10 | 42.09 | 44.18 | 46.37 |
| Coord, Adult Sports I | 721 | 6,686.87 | 6,952.87 | 7,296.91 | 7,658.62 | 8,039.38 | 8,437.81 | 38.58 | 40.11 | 42.10 | 44.18 | 46.38 | 48.68 |
| Coord, Adult Sports II | 715 | 7,021.83 | 7,299.62 | 7,664.06 | 8,043.46 | 8,444.61 | 8,863.44 | 40.51 | 42.11 | 44.22 | 46.40 | 48.72 | 51.14 |
| Coord, Community Services I | 721 | 6,686.87 | 6,952.87 | 7,296.91 | 7,658.62 | 8,039.38 | 8,437.81 | 38.58 | 40.11 | 42.10 | 44.18 | 46.38 | 48.68 |
| Coord, Community Services II | 715 | 7,021.83 | 7,299.62 | 7,664.06 | 8,043.46 | 8,444.61 | 8,863.44 | 40.51 | 42.11 | 44.22 | 46.40 | 48.72 | 51.14 |
| Coord, Events | 723 | 6,060.87 | 6,301.50 | 6,614.27 | 6,941.99 | 7,286.03 | 7,647.74 | 34.97 | 36.35 | 38.16 | 40.05 | 42.03 | 44.12 |
| Coord, Records Management | 714 | 6,368.38 | 6,622.42 | 6,951.51 | 7,295.55 | 7,657.26 | 8,038.02 | 36.74 | 38.21 | 40.10 | 42.09 | 44.18 | 46.37 |
| Coord, Recreation | 721 | 6,686.87 | 6,952.87 | 7,296.91 | 7,658.62 | 8,039.38 | 8,437.81 | 38.58 | 40.11 | 42.10 | 44.18 | 46.38 | 48.68 |
| Coord, Recreation Permits I | 721 | 6,686.87 | 6,952.87 | 7,296.91 | 7,658.62 | 8,039.38 | 8,437.81 | 38.58 | 40.11 | 42.10 | 44.18 | 46.38 | 48.68 |
| Coord, Recreation Permits II | 715 | 7,021.83 | 7,299.62 | 7,664.06 | 8,043.46 | 8,444.61 | 8,863.44 | 40.51 | 42.11 | 44.22 | 46.40 | 48.72 | 51.14 |
| Coord, Seniors Assisted Living I | 721 | 6,686.87 | 6,952.87 | 7,296.91 | 7,658.62 | 8,039.38 | 8,437.81 | 38.58 | 40.11 | 42.10 | 44.18 | 46.38 | 48.68 |
| Coord, Seniors Assisted Living II | 715 | 7,021.83 | 7,299.62 | 7,664.06 | 8,043.46 | 8,444.61 | 8,863.44 | 40.51 | 42.11 | 44.22 | 46.40 | 48.72 | 51.14 |
| Coord, Seniors Recreation Program I | 721 | 6,686.87 | 6,952.87 | 7,296.91 | 7,658.62 | 8,039.38 | 8,437.81 | 38.58 | 40.11 | 42.10 | 44.18 | 46.38 | 48.68 |
| Coord, Seniors Recreation Program II | 715 | 7,021.83 | 7,299.62 | 7,664.06 | 8,043.46 | 8,444.61 | 8,863.44 | 40.51 | 42.11 | 44.22 | 46.40 | 48.72 | 51.14 |
| Coord, Seniors Services I | 721 | 6,686.87 | 6,952.87 | 7,296.91 | 7,658.62 | 8,039.38 | 8,437.81 | 38.58 | 40.11 | 42.10 | 44.18 | 46.38 | 48.68 |
| Coord, Seniors Services II | 715 | 7,021.83 | 7,299.62 | 7,664.06 | 8,043.46 | 8,444.61 | 8,863.44 | 40.51 | 42.11 | 44.22 | 46.40 | 48.72 | 51.14 |
| Coord, Special Needs Recreation I | 721 | 6,686.87 | 6,952.87 | 7,296.91 | 7,658.62 | 8,039.38 | 8,437.81 | 38.58 | 40.11 | 42.10 | 44.18 | 46.38 | 48.68 |
| Coord, Special Needs Recreation II | 715 | 7,021.83 | 7,299.62 | 7,664.06 | 8,043.46 | 8,444.61 | 8,863.44 | 40.51 | 42.11 | 44.22 | 46.40 | 48.72 | 51.14 |
| Coord, Transportation I | 721 | 6,686.87 | 6,952.87 | 7,296.91 | 7,658.62 | 8,039.38 | 8,437.81 | 38.58 | 40.11 | 42.10 | 44.18 | 46.38 | 48.68 |
| Coord, Transportation II | 715 | 7,021.83 | 7,299.62 | 7,664.06 | 8,043.46 | 8,444.61 | 8,863.44 | 40.51 | 42.11 | 44.22 | 46.40 | 48.72 | 51.14 |
| Coord, Youth Sports I | 721 | 6,686.87 | 6,952.87 | 7,296.91 | 7,658.62 | 8,039.38 | 8,437.81 | 38.58 | 40.11 | 42.10 | 44.18 | 46.38 | 48.68 |
| Coord, Youth Sports II | 715 | 7,021.83 | 7,299.62 | 7,664.06 | 8,043.46 | 8,444.61 | 8,863.44 | 40.51 | 42.11 | 44.22 | 46.40 | 48.72 | 51.14 |
| Custodian | 706 | 4,520.60 | 4,699.61 | 4,933.50 | 5,176.91 | 5,432.56 | 5,701.81 | 26.08 | 27.11 | 28.46 | 29.87 | 31.34 | 32.90 |
| Division Secretary | 709 | 5,771.22 | 6,000.98 | 6,298.78 | 6,611.55 | 6,937.91 | 7,283.31 | 33.30 | 34.62 | 36.34 | 38.14 | 40.03 | 42.02 |
| Division Secretary (Information Technology) | 709 | 5,771.22 | 6,000.98 | 6,298.78 | 6,611.55 | 6,937.91 | 7,283.31 | 33.30 | 34.62 | 36.34 | 38.14 | 40.03 | 42.02 |
| Early Childhood Instructor | 717 | 5,108.16 | 5,310.18 | 5,572.63 | 5,848.67 | 6,139.68 | 6,442.93 | 29.47 | 30.64 | 32.15 | 33.74 | 35.42 | 37.17 |
| Early Childhood Program Supervisor | 705 | 7,555.84 | 7,857.16 | 8,248.79 | 8,658.11 | 9,087.82 | 9,540.64 | 43.59 | 45.33 | 47.59 | 49.95 | 52.43 | 55.04 |
| Electrician | 715 | 7,021.83 | 7,299.62 | 7,664.06 | 8,043.46 | 8,444.61 | 8,863.44 | 40.51 | 42.11 | 44.22 | 46.40 | 48.72 | 51.14 |
| Employment & Business Development Asst. | 717 | 5,108.16 | 5,310.18 | 5,572.63 | 5,848.67 | 6,139.68 | 6,442.93 | 29.47 | 30.64 | 32.15 | 33.74 | 35.42 | 37.17 |
| Employment Specialist | 721 | 6,686.87 | 6,952.87 | 7,296.91 | 7,658.62 | 8,039.38 | 8,437.81 | 38.58 | 40.11 | 42.10 | 44.18 | 46.38 | 48.68 |
| Engineering Technician | 718 | 6,524.88 | 6,784.25 | 7,121.49 | 7,475.04 | 7,846.28 | 8,236.56 | 37.64 | 39.14 | 41.09 | 43.13 | 45.27 | 47.52 |
| Equipment Mechanic I | 709 | 5,771.22 | 6,000.98 | 6,298.78 | 6,611.55 | 6,937.91 | 7,283.31 | 33.30 | 34.62 | 36.34 | 38.14 | 40.03 | 42.02 |
| Equipment Mechanic II | 704 | 6,210.51 | 6,457.88 | 6,777.45 | 7,113.33 | 7,468.25 | 7,839.48 | 35.83 | 37.26 | 39.10 | 41.04 | 43.09 | 45.23 |
| Equipment Service Worker | 720 | 5,235.83 | 5,442.08 | 5,712.69 | 5,994.18 | 6,290.62 | 6,603.39 | 30.21 | 31.40 | 32.96 | 34.58 | 36.29 | 38.10 |
| Event Services Worker I | 707 | 4,412.15 | 4,586.74 | 4,813.84 | 5,050.45 | 5,300.66 | 5,563.11 | 25.45 | 26.46 | 27.77 | 29.14 | 30.58 | 32.09 |
| Event Services Worker II | 719 | 4,633.17 | 4,816.56 | 5,055.89 | 5,306.10 | 5,568.55 | 5,844.60 | 26.73 | 27.79 | 29.17 | 30.61 | 32.13 | 33.72 |
| Event Services Worker III | 720 | 5,235.83 | 5,442.08 | 5,712.69 | 5,994.18 | 6,290.62 | 6,603.39 | 30.21 | 31.40 | 32.96 | 34.58 | 36.29 | 38.10 |
| Facilities Maintenance Technician I | 722 | 4,984.61 | 5,180.99 | 5,438.00 | 5,707.25 | 5,990.10 | 6,286.54 | 28.76 | 29.89 | 31.37 | 32.93 | 34.56 | 36.27 |
| Facilities Maintenance Technician II | 709 | 5,771.22 | 6,000.98 | 6,298.78 | 6,611.55 | 6,937.91 | 7,283.31 | 33.30 | 34.62 | 36.34 | 38.14 | 40.03 | 42.02 |
| Graphic Designer I | 709 | 5,771.22 | 6,000.98 | 6,298.78 | 6,611.55 | 6,937.91 | 7,283.31 | 33.30 | 34.62 | 36.34 | 38.14 | 40.03 | 42.02 |
| Graphic Designer II | 723 | 6,060.87 | 6,301.50 | 6,614.27 | 6,941.99 | 7,286.03 | 7,647.74 | 34.97 | 36.35 | 38.16 | 40.05 | 42.03 | 44.12 |
| Groundsworker I | 708 | 4,748.49 | 4,936.22 | 5,179.63 | 5,435.28 | 5,705.89 | 5,988.74 | 27.40 | 28.48 | 29.88 | 31.36 | 32.92 | 34.55 |
| Groundsworker II | 720 | 5,235.83 | 5,442.08 | 5,712.69 | 5,994.18 | 6,290.62 | 6,603.39 | 30.21 | 31.40 | 32.96 | 34.58 | 36.29 | 38.10 |
| Heavy Equipment Operator | 723 | 6,060.87 | 6,301.50 | 6,614.27 | 6,941.99 | 7,286.03 | 7,647.74 | 34.97 | 36.35 | 38.16 | 40.05 | 42.03 | 44.12 |
| Hvac Technician | 713 | 7,373.26 | 7,666.78 | 8,046.18 | 8,447.33 | 8,866.16 | 9,306.75 | 42.54 | 44.23 | 46.42 | 48.73 | 51.15 | 53.69 |
| Irrigation Technician | 709 | 5,771.22 | 6,000.98 | 6,298.78 | 6,611.55 | 6,937.91 | 7,283.31 | 33.30 | 34.62 | 36.34 | 38.14 | 40.03 | 42.02 |
| Kids Club Site Director | 717 | 5,108.16 | 5,310.18 | 5,572.63 | 5,848.67 | 6,139.68 | 6,442.93 | 29.47 | 30.64 | 32.15 | 33.74 | 35.42 | 37.17 |
| Lead Facilities Maintenance Technician | 704 | 6,210.51 | 6,457.88 | 6,777.45 | 7,113.33 | 7,468.25 | 7,839.48 | 35.83 | 37.26 | 39.10 | 41.04 | 43.09 | 45.23 |
| Locksmith | 704 | 6,210.51 | 6,457.88 | 6,777.45 | 7,113.33 | 7,468.25 | 7,839.48 | 35.83 | 37.26 | 39.10 | 41.04 | 43.09 | 45.23 |
| Maintenance Worker I | 719 | 4,633.17 | 4,816.56 | 5,055.89 | 5,306.10 | 5,568.55 | 5,844.60 | 26.73 | 27.79 | 29.17 | 30.61 | 32.13 | 33.72 |
| Maintenance Worker II | 720 | 5,235.83 | 5,442.08 | 5,712.69 | 5,994.18 | 6,290.62 | 6,603.39 | 30.21 | 31.40 | 32.96 | 34.58 | 36.29 | 38.10 |
| Office Clerk | 729 | 4,200.74 | 4,366.45 | 4,582.66 | 4,808.40 | 5,046.37 | 5,296.58 | 24.24 | 25.19 | 26.44 | 27.74 | 29.11 | 30.56 |
| Offset Press Operator | 717 | 5,108.16 | 5,310.18 | 5,572.63 | 5,848.67 | 6,139.68 | 6,442.93 | 29.47 | 30.64 | 32.15 | 33.74 | 35.42 | 37.17 |
| Painter | 704 | 6,210.51 | 6,457.88 | 6,777.45 | 7,113.33 | 7,468.25 | 7,839.48 | 35.83 | 37.26 | 39.10 | 41.04 | 43.09 | 45.23 |
| Payroll Specialist I | 714 | 5,629.82 | 5,854.11 | 6,143.76 | 6,448.36 | 6,767.93 | 7,102.45 | 32.48 | 33.77 | 35.44 | 37.20 | 39.05 | 40.98 |
| Payroll Specialist II | 703 | 5,915.36 | 6,150.56 | 6,455.16 | 6,776.09 | 7,111.97 | 7,466.89 | 34.13 | 35.48 | 37.24 | 39.09 | 41.03 | 43.08 |
| Planning Secretary | 723 | 6,060.87 | 6,301.50 | 6,614.27 | 6,941.99 | 7,286.03 | 7,647.74 | 34.97 | 36.35 | 38.16 | 40.05 | 42.03 | 44.12 |
| Planning Technician I | 714 | 6,368.38 | 6,622.42 | 6,951.51 | 7,295.55 | 7,657.26 | 8,038.02 | 36.74 | 38.21 | 40.10 | 42.09 | 44.18 | 46.37 |
| Planning Technician II | 721 | 6,686.87 | 6,952.87 | 7,296.91 | 7,658.62 | 8,039.38 | 8,437.81 | 38.58 | 40.11 | 42.10 | 44.18 | 46.38 | 48.68 |
| Plumber | 718 | 6,524.88 | 6,784.25 | 7,121.49 | 7,475.04 | 7,846.28 | 8,236.56 | 37.64 | 39.14 | 41.09 | 43.13 | 45.27 | 47.52 |
| Pool Maintenance Specialist | 723 | 6,060.87 | 6,301.50 | 6,614.27 | 6,941.99 | 7,286.03 | 7,647.74 | 34.97 | 36.35 | 38.16 | 40.05 | 42.03 | 44.12 |
| Purchasing Specialist I | 714 | 5,629.82 | 5,854.11 | 6,143.76 | 6,448.36 | 6,767.93 | 7,102.45 | 32.48 | 33.77 | 35.44 | 37.20 | 39.05 | 40.98 |
| Purchasing Specialist II | 703 | 5,915.36 | 6,150.56 | 6,455.16 | 6,776.09 | 7,111.97 | 7,466.89 | 34.13 | 35.48 | 37.24 | 39.09 | 41.03 | 43.08 |
| Recreation Center Supervisor I | 715 | 7,021.83 | 7,299.62 | 7,664.06 | 8,043.46 | 8,444.61 | 8,863.44 | 40.51 | 42.11 | 44.22 | 46.40 | 48.72 | 51.14 |
| Recreation Center Supervisor II | 705 | 7,555.84 | 7,857.16 | 8,248.79 | 8,658.11 | 9,087.82 | 9,540.64 | 43.59 | 45.33 | 47.59 | 49.95 | 52.43 | 55.04 |
| Recreation Program Supervisor | 705 | 7,555.84 | 7,857.16 | 8,248.79 | 8,658.11 | 9,087.82 | 9,540.64 | 43.59 | 45.33 | 47.59 | 49.95 | 52.43 | 55.04 |

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|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Resource Center Technician | 709 | 5,771.22 | 6,000.98 | 6,298.78 | 6,611.55 | 6,937.91 | 7,283.31 | 33.30 | 34.62 | 36.34 | 38.14 | 40.03 | 42.02 |
| Revenue Inspector | 715 | 7,021.83 | 7,299.62 | 7,664.06 | 8,043.46 | 8,444.61 | 8,863.44 | 40.51 | 42.11 | 44.22 | 46.40 | 48.72 | 51.14 |
| Senior Account Clerk I | 714 | 5,629.82 | 5,854.11 | 6,143.76 | 6,448.36 | 6,767.93 | 7,102.45 | 32.48 | 33.77 | 35.44 | 37.20 | 39.05 | 40.98 |
| Senior Account Clerk II | 703 | 5,915.36 | 6,150.56 | 6,455.16 | 6,776.09 | 7,111.97 | 7,466.89 | 34.13 | 35.48 | 37.24 | 39.09 | 41.03 | 43.08 |
| Senior Bus Driver | 701 | 5,360.75 | 5,573.99 | 5,850.03 | 6,141.04 | 6,444.29 | 6,765.21 | 30.93 | 32.16 | 33.75 | 35.43 | 37.18 | 39.03 |
| Senior Clerk | 717 | 5,108.16 | 5,310.18 | 5,572.63 | 5,848.67 | 6,139.68 | 6,442.93 | 29.47 | 30.64 | 32.15 | 33.74 | 35.42 | 37.17 |
| Senior Code Compliance Specialist | 705 | 7,555.84 | 7,857.16 | 8,248.79 | 8,658.11 | 9,087.82 | 9,540.64 | 43.59 | 45.33 | 47.59 | 49.95 | 52.43 | 55.04 |
| Senior Construction Inspector | 713 | 7,373.26 | 7,666.78 | 8,046.18 | 8,447.33 | 8,866.16 | 9,306.75 | 42.54 | 44.23 | 46.42 | 48.73 | 51.15 | 53.69 |
| Senior Custodian | 711 | 4,861.05 | 5,054.53 | 5,303.38 | 5,565.83 | 5,843.24 | 6,132.88 | 28.04 | 29.16 | 30.60 | 32.11 | 33.71 | 35.38 |
| Senior Equipment Mechanic | 721 | 6,686.87 | 6,952.87 | 7,296.91 | 7,658.62 | 8,039.38 | 8,437.81 | 38.58 | 40.11 | 42.10 | 44.18 | 46.38 | 48.68 |
| Senior Groundsworker | 714 | 5,629.82 | 5,854.11 | 6,143.76 | 6,448.36 | 6,767.93 | 7,102.45 | 32.48 | 33.77 | 35.44 | 37.20 | 39.05 | 40.98 |
| Senior Maintenance Worker I | 714 | 6,368.38 | 6,622.42 | 6,951.51 | 7,295.55 | 7,657.26 | 8,038.02 | 36.74 | 38.21 | 40.10 | 42.09 | 44.18 | 46.37 |
| Senior Maintenance Worker II | 721 | 6,686.87 | 6,952.87 | 7,296.91 | 7,658.62 | 8,039.38 | 8,437.81 | 38.58 | 40.11 | 42.10 | 44.18 | 46.38 | 48.68 |
| Senior Offset Press Operator | 714 | 5,629.82 | 5,854.11 | 6,143.76 | 6,448.36 | 6,767.93 | 7,102.45 | 32.48 | 33.77 | 35.44 | 37.20 | 39.05 | 40.98 |
| Senior Rec Center Supervisor | 725 | 8,132.42 | 8,456.85 | 8,877.04 | 9,317.63 | 9,782.69 | 10,268.16 | 46.92 | 48.79 | 51.21 | 53.76 | 56.44 | 59.24 |
| Senior Storekeeper | 714 | 5,629.82 | 5,854.11 | 6,143.76 | 6,448.36 | 6,767.93 | 7,102.45 | 32.48 | 33.77 | 35.44 | 37.20 | 39.05 | 40.98 |
| Senior Tree Trimmer | 718 | 6,524.88 | 6,784.25 | 7,121.49 | 7,475.04 | 7,846.28 | 8,236.56 | 37.64 | 39.14 | 41.09 | 43.13 | 45.27 | 47.52 |
| Storekeeper | 717 | 5,108.16 | 5,310.18 | 5,572.63 | 5,848.67 | 6,139.68 | 6,442.93 | 29.47 | 30.64 | 32.15 | 33.74 | 35.42 | 37.17 |
| Tree Trimmer I | 708 | 4,748.49 | 4,936.22 | 5,179.63 | 5,435.28 | 5,705.89 | 5,988.74 | 27.40 | 28.48 | 29.88 | 31.36 | 32.92 | 34.55 |
| Tree Trimmer II | 727 | 5,495.28 | 5,714.05 | 5,998.26 | 6,296.06 | 6,607.47 | 6,935.19 | 31.70 | 32.97 | 34.61 | 36.32 | 38.12 | 40.01 |
| Typist Clerk I | 707 | 4,412.15 | 4,586.74 | 4,813.84 | 5,050.45 | 5,300.66 | 5,563.11 | 25.45 | 26.46 | 27.77 | 29.14 | 30.58 | 32.09 |
| Typist Clerk II | 719 | 4,633.17 | 4,816.56 | 5,055.89 | 5,306.10 | 5,568.55 | 5,844.60 | 26.73 | 27.79 | 29.17 | 30.61 | 32.13 | 33.72 |
| Senior Bus Driver (Cpt) | 322 | 5,313.44 | 5,527.30 | 5,803.07 | 6,095.35 | 6,399.41 | 6,717.61 | 30.65 | 31.89 | 33.48 | 35.17 | 36.92 | 38.76 |
| Early Childhood Instructor (Cpt) | 330 | 5,061.21 | 5,263.31 | 5,524.94 | 5,803.07 | 6,092.99 | 6,397.05 | 29.20 | 30.37 | 31.87 | 33.48 | 35.15 | 36.91 |
| Coord, Events Services | 715 | 7,021.83 | 7,299.62 | 7,664.06 | 8,043.46 | 8,444.61 | 8,863.44 | 40.51 | 42.11 | 44.22 | 46.40 | 48.72 | 51.14 |
| Coord, Assistant Recreation Permits | 715 | 7,021.83 | 7,299.62 | 7,664.06 | 8,043.46 | 8,444.61 | 8,863.44 | 40.51 | 42.11 | 44.22 | 46.40 | 48.72 | 51.14 |
| Coord, Assistant Recreation Enrichment | 715 | 7,021.83 | 7,299.62 | 7,664.06 | 8,043.46 | 8,444.61 | 8,863.44 | 40.51 | 42.11 | 44.22 | 46.40 | 48.72 | 51.14 |
| Innovation & Business Liaison | 713 | 7,373.26 | 7,666.78 | 8,046.18 | 8,447.33 | 8,866.16 | 9,306.75 | 42.54 | 44.23 | 46.42 | 48.73 | 51.15 | 53.69 |
| Housing & Homeless Coordinator | 714 | 6,368.38 | 5,866.40 | 6,158.57 | 6,462.86 | 6,783.68 | 7,121.05 | 36.74 | 33.84 | 35.53 | 37.29 | 39.14 | 41.08 |
| Public Safety Engagement Officer | 721 | 6,686.87 | 6,952.87 | 7,296.91 | 7,658.62 | 8,039.38 | 8,437.81 | 38.58 | 40.11 | 42.10 | 44.18 | 46.38 | 48.68 |

**City of Carson**
**Monthly Salary Schedule**
**AFSCME Local 809**
**Effective July 1, 2025**
**4% COLA**

| | | Monthly | | | | | | Hourly | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **TITLE** | **RANGE** | **STEP 1** | **STEP 2** | **STEP 3** | **STEP 4** | **STEP 5** | **STEP 6** | **STEP 1** | **STEP 2** | **STEP 3** | **STEP 4** | **STEP 5** | **STEP 6** |
| Account Clerk | 701 | 5,575.18 | 5,852.69 | 6,142.53 | 6,448.09 | 6,766.50 | 7,103.47 | 32.16 | 33.77 | 35.44 | 37.20 | 39.04 | 40.98 |
| Accounts Payable Specialist I | 702 | 5,855.01 | 6,146.82 | 6,450.95 | 6,770.78 | 7,106.33 | 7,457.57 | 33.78 | 35.46 | 37.22 | 39.06 | 41.00 | 43.02 |
| Accounts Payable Specialist II | 703 | 6,151.97 | 6,458.09 | 6,777.92 | 7,114.89 | 7,467.57 | 7,840.23 | 35.49 | 37.26 | 39.10 | 41.05 | 43.08 | 45.23 |
| Administrative Secretary | 704 | 6,458.93 | 6,780.77 | 7,116.32 | 7,469.00 | 7,841.66 | 8,231.45 | 37.26 | 39.12 | 41.06 | 43.09 | 45.24 | 47.49 |
| Aquatics Program Supervisor | 705 | 7,858.07 | 8,250.02 | 8,661.23 | 9,091.02 | 9,542.21 | 10,017.67 | 45.34 | 47.60 | 49.97 | 52.45 | 55.05 | 57.79 |
| Animal Control Officer | 708 | 4,938.76 | 5,183.56 | 5,438.36 | 5,707.53 | 5,991.08 | 6,287.69 | 28.49 | 29.91 | 31.38 | 32.93 | 34.56 | 36.28 |
| Assistant Events Coordinator | 720 | 5,445.26 | 5,714.18 | 5,998.32 | 6,293.89 | 6,605.15 | 6,933.56 | 31.41 | 32.97 | 34.61 | 36.31 | 38.11 | 40.00 |
| Assistant Facilities Maintenance Technician | 708 | 4,938.43 | 5,183.03 | 5,438.61 | 5,707.04 | 5,991.18 | 6,288.18 | 28.49 | 29.90 | 31.38 | 32.93 | 34.56 | 36.28 |
| Assistant Groundsworker | 706 | 4,701.42 | 4,934.59 | 5,180.18 | 5,435.76 | 5,704.19 | 5,986.90 | 27.12 | 28.47 | 29.89 | 31.36 | 32.91 | 34.54 |
| Assistant Maintenance Worker | 707 | 4,588.64 | 4,816.08 | 5,054.53 | 5,302.97 | 5,565.69 | 5,841.27 | 26.47 | 27.79 | 29.16 | 30.59 | 32.11 | 33.70 |
| Assistant Recreation Coordinator | 709 | 6,002.07 | 6,301.03 | 6,613.72 | 6,942.13 | 7,284.81 | 7,647.48 | 34.63 | 36.35 | 38.16 | 40.05 | 42.03 | 44.12 |
| Assistant Tree Trimmer | 706 | 4,701.42 | 4,934.59 | 5,180.18 | 5,435.76 | 5,704.19 | 5,986.90 | 27.12 | 28.47 | 29.89 | 31.36 | 32.91 | 34.54 |
| Bus Driver | 717 | 5,312.49 | 5,575.69 | 5,851.26 | 6,141.10 | 6,446.66 | 6,765.08 | 30.65 | 32.17 | 33.76 | 35.43 | 37.19 | 39.03 |
| Business License Specialist I | 702 | 5,855.01 | 6,146.82 | 6,450.95 | 6,770.78 | 7,106.33 | 7,457.57 | 33.78 | 35.46 | 37.22 | 39.06 | 41.00 | 43.02 |
| Business License Specialist II | 703 | 6,151.97 | 6,458.09 | 6,777.92 | 7,114.89 | 7,467.57 | 7,840.23 | 35.49 | 37.26 | 39.10 | 41.05 | 43.08 | 45.23 |
| Buyer | 710 | 7,485.45 | 7,857.36 | 8,247.16 | 8,655.52 | 9,086.73 | 9,537.93 | 43.19 | 45.33 | 47.58 | 49.94 | 52.42 | 55.03 |
| Central Services Clerk | 719 | 4,818.50 | 5,057.39 | 5,308.68 | 5,571.41 | 5,846.98 | 6,136.83 | 27.80 | 29.18 | 30.63 | 32.14 | 33.73 | 35.40 |
| Code Enforcement & Collections Officer | 713 | 7,668.19 | 8,050.12 | 8,448.49 | 8,869.70 | 9,309.47 | 9,772.09 | 44.24 | 46.44 | 48.74 | 51.17 | 53.71 | 56.38 |
| Code Enforcement Aide | 727 | 5,715.09 | 5,999.75 | 6,298.17 | 6,610.86 | 6,937.84 | 7,281.95 | 32.97 | 34.61 | 36.34 | 38.14 | 40.03 | 42.01 |
| Code Enforcement Officer | 712 | 7,125.66 | 7,478.99 | 7,851.65 | 8,240.02 | 8,649.81 | 9,079.59 | 41.11 | 43.15 | 45.30 | 47.54 | 49.90 | 52.38 |
| Construction Inspector | 715 | 6,623.12 | 6,953.54 | 7,299.09 | 7,660.33 | 8,040.12 | 8,439.92 | 38.21 | 40.12 | 42.11 | 44.19 | 46.39 | 48.69 |
| Coord, Adult Sports I | 721 | 6,954.34 | 7,300.51 | 7,661.76 | 8,041.55 | 8,441.35 | 8,859.70 | 40.12 | 42.12 | 44.20 | 46.39 | 48.70 | 51.11 |
| Coord, Adult Sports II | 715 | 7,302.70 | 7,664.60 | 8,047.26 | 8,445.63 | 8,866.84 | 9,306.61 | 42.13 | 44.22 | 46.43 | 48.72 | 51.15 | 53.69 |
| Coord, Community Services I | 721 | 6,954.34 | 7,300.51 | 7,661.76 | 8,041.55 | 8,441.35 | 8,859.70 | 40.12 | 42.12 | 44.20 | 46.39 | 48.70 | 51.11 |
| Coord, Community Services II | 715 | 7,302.70 | 7,664.60 | 8,047.26 | 8,445.63 | 8,866.84 | 9,306.61 | 42.13 | 44.22 | 46.43 | 48.72 | 51.15 | 53.69 |
| Coord, Events | 723 | 6,303.30 | 6,616.58 | 6,944.98 | 7,289.09 | 7,650.33 | 8,030.13 | 36.37 | 38.17 | 40.07 | 42.05 | 44.14 | 46.33 |
| Coord, Records Management | 714 | 6,623.12 | 6,953.54 | 7,299.09 | 7,660.33 | 8,040.12 | 8,439.92 | 38.21 | 40.12 | 42.11 | 44.19 | 46.39 | 48.69 |
| Coord, Recreation | 721 | 6,954.34 | 7,300.51 | 7,661.76 | 8,041.55 | 8,441.35 | 8,859.70 | 40.12 | 42.12 | 44.20 | 46.39 | 48.70 | 51.11 |
| Coord, Recreation Permits I | 721 | 6,954.34 | 7,300.51 | 7,661.76 | 8,041.55 | 8,441.35 | 8,859.70 | 40.12 | 42.12 | 44.20 | 46.39 | 48.70 | 51.11 |
| Coord, Recreation Permits II | 715 | 7,302.70 | 7,664.60 | 8,047.26 | 8,445.63 | 8,866.84 | 9,306.61 | 42.13 | 44.22 | 46.43 | 48.72 | 51.15 | 53.69 |
| Coord, Seniors Assisted Living I | 721 | 6,954.34 | 7,300.51 | 7,661.76 | 8,041.55 | 8,441.35 | 8,859.70 | 40.12 | 42.12 | 44.20 | 46.39 | 48.70 | 51.11 |
| Coord, Seniors Assisted Living II | 715 | 7,302.70 | 7,664.60 | 8,047.26 | 8,445.63 | 8,866.84 | 9,306.61 | 42.13 | 44.22 | 46.43 | 48.72 | 51.15 | 53.69 |
| Coord, Seniors Recreation Program I | 721 | 6,954.34 | 7,300.51 | 7,661.76 | 8,041.55 | 8,441.35 | 8,859.70 | 40.12 | 42.12 | 44.20 | 46.39 | 48.70 | 51.11 |
| Coord, Seniors Recreation Program II | 715 | 7,302.70 | 7,664.60 | 8,047.26 | 8,445.63 | 8,866.84 | 9,306.61 | 42.13 | 44.22 | 46.43 | 48.72 | 51.15 | 53.69 |
| Coord, Seniors Services I | 721 | 6,954.34 | 7,300.51 | 7,661.76 | 8,041.55 | 8,441.35 | 8,859.70 | 40.12 | 42.12 | 44.20 | 46.39 | 48.70 | 51.11 |
| Coord, Seniors Services II | 715 | 7,302.70 | 7,664.60 | 8,047.26 | 8,445.63 | 8,866.84 | 9,306.61 | 42.13 | 44.22 | 46.43 | 48.72 | 51.15 | 53.69 |
| Coord, Special Needs Recreation I | 721 | 6,954.34 | 7,300.51 | 7,661.76 | 8,041.55 | 8,441.35 | 8,859.70 | 40.12 | 42.12 | 44.20 | 46.39 | 48.70 | 51.11 |
| Coord, Special Needs Recreation II | 715 | 7,302.70 | 7,664.60 | 8,047.26 | 8,445.63 | 8,866.84 | 9,306.61 | 42.13 | 44.22 | 46.43 | 48.72 | 51.15 | 53.69 |
| Coord, Transportation I | 721 | 6,954.34 | 7,300.51 | 7,661.76 | 8,041.55 | 8,441.35 | 8,859.70 | 40.12 | 42.12 | 44.20 | 46.39 | 48.70 | 51.11 |
| Coord, Transportation II | 715 | 7,302.70 | 7,664.60 | 8,047.26 | 8,445.63 | 8,866.84 | 9,306.61 | 42.13 | 44.22 | 46.43 | 48.72 | 51.15 | 53.69 |
| Coord, Youth Sports I | 721 | 6,954.34 | 7,300.51 | 7,661.76 | 8,041.55 | 8,441.35 | 8,859.70 | 40.12 | 42.12 | 44.20 | 46.39 | 48.70 | 51.11 |
| Coord, Youth Sports II | 715 | 7,302.70 | 7,664.60 | 8,047.26 | 8,445.63 | 8,866.84 | 9,306.61 | 42.13 | 44.22 | 46.43 | 48.72 | 51.15 | 53.69 |
| Custodian | 706 | 4,701.42 | 4,934.59 | 5,180.18 | 5,435.76 | 5,704.19 | 5,986.90 | 27.12 | 28.47 | 29.89 | 31.36 | 32.91 | 34.54 |
| Division Secretary | 709 | 6,002.07 | 6,301.03 | 6,613.72 | 6,942.13 | 7,284.81 | 7,647.48 | 34.63 | 36.35 | 38.16 | 40.05 | 42.03 | 44.12 |
| Division Secretary (Information Technology) | 709 | 6,002.07 | 6,301.03 | 6,613.72 | 6,942.13 | 7,284.81 | 7,647.48 | 34.63 | 36.35 | 38.16 | 40.05 | 42.03 | 44.12 |
| Early Childhood Instructor | 717 | 5,312.49 | 5,575.69 | 5,851.26 | 6,141.10 | 6,446.66 | 6,765.08 | 30.65 | 32.17 | 33.76 | 35.43 | 37.19 | 39.03 |
| Early Childhood Program Supervisor | 705 | 7,858.07 | 8,250.02 | 8,661.23 | 9,091.02 | 9,542.21 | 10,017.67 | 45.34 | 47.60 | 49.97 | 52.45 | 55.05 | 57.79 |
| Electrician | 715 | 7,302.70 | 7,664.60 | 8,047.26 | 8,445.63 | 8,866.84 | 9,306.61 | 42.13 | 44.22 | 46.43 | 48.72 | 51.15 | 53.69 |
| Employment & Business Development Asst. | 717 | 5,312.49 | 5,575.69 | 5,851.26 | 6,141.10 | 6,446.66 | 6,765.08 | 30.65 | 32.17 | 33.76 | 35.43 | 37.19 | 39.03 |
| Employment Specialist | 721 | 6,954.34 | 7,300.51 | 7,661.76 | 8,041.55 | 8,441.35 | 8,859.70 | 40.12 | 42.12 | 44.20 | 46.39 | 48.70 | 51.11 |
| Engineering Technician | 718 | 6,785.88 | 7,123.46 | 7,477.56 | 7,848.79 | 8,238.59 | 8,648.39 | 39.15 | 41.10 | 43.14 | 45.28 | 47.53 | 49.89 |
| Equipment Mechanic I | 709 | 6,002.07 | 6,301.03 | 6,613.72 | 6,942.13 | 7,284.81 | 7,647.48 | 34.63 | 36.35 | 38.16 | 40.05 | 42.03 | 44.12 |
| Equipment Mechanic II | 704 | 6,458.93 | 6,780.77 | 7,116.32 | 7,469.00 | 7,841.66 | 8,231.45 | 37.26 | 39.12 | 41.06 | 43.09 | 45.24 | 47.49 |
| Equipment Service Worker | 720 | 5,445.26 | 5,714.18 | 5,998.32 | 6,293.89 | 6,605.15 | 6,933.56 | 31.41 | 32.97 | 34.61 | 36.31 | 38.11 | 40.00 |
| Event Services Worker I | 707 | 4,588.64 | 4,816.08 | 5,054.53 | 5,302.97 | 5,565.69 | 5,841.27 | 26.47 | 27.79 | 29.16 | 30.59 | 32.11 | 33.70 |
| Event Services Worker II | 719 | 4,818.50 | 5,057.39 | 5,308.68 | 5,571.41 | 5,846.98 | 6,136.83 | 27.80 | 29.18 | 30.63 | 32.14 | 33.73 | 35.40 |
| Event Services Worker III | 720 | 5,445.26 | 5,714.18 | 5,998.32 | 6,293.89 | 6,605.15 | 6,933.56 | 31.41 | 32.97 | 34.61 | 36.31 | 38.11 | 40.00 |
| Facilities Maintenance Technician I | 722 | 5,183.99 | 5,440.04 | 5,709.90 | 5,992.61 | 6,289.61 | 6,600.87 | 29.91 | 31.38 | 32.94 | 34.57 | 36.29 | 38.08 |
| Facilities Maintenance Technician II | 709 | 6,002.07 | 6,301.03 | 6,613.72 | 6,942.13 | 7,284.81 | 7,647.48 | 34.63 | 36.35 | 38.16 | 40.05 | 42.03 | 44.12 |
| Graphic Designer I | 709 | 6,002.07 | 6,301.03 | 6,613.72 | 6,942.13 | 7,284.81 | 7,647.48 | 34.63 | 36.35 | 38.16 | 40.05 | 42.03 | 44.12 |
| Graphic Designer II | 723 | 6,303.30 | 6,616.58 | 6,944.98 | 7,289.09 | 7,650.33 | 8,030.13 | 36.37 | 38.17 | 40.07 | 42.05 | 44.14 | 46.33 |
| Groundsworker I | 708 | 4,938.43 | 5,183.03 | 5,438.61 | 5,707.04 | 5,991.18 | 6,288.18 | 28.49 | 29.90 | 31.38 | 32.93 | 34.56 | 36.28 |
| Groundsworker II | 720 | 5,445.26 | 5,714.18 | 5,998.32 | 6,293.89 | 6,605.15 | 6,933.56 | 31.41 | 32.97 | 34.61 | 36.31 | 38.11 | 40.00 |
| Heavy Equipment Operator | 723 | 6,303.30 | 6,616.58 | 6,944.98 | 7,289.09 | 7,650.33 | 8,030.13 | 36.37 | 38.17 | 40.07 | 42.05 | 44.14 | 46.33 |
| Hvac Technician | 713 | 7,668.19 | 8,050.12 | 8,448.49 | 8,869.70 | 9,309.47 | 9,772.09 | 44.24 | 46.44 | 48.74 | 51.17 | 53.71 | 56.38 |
| Irrigation Technician | 709 | 6,002.07 | 6,301.03 | 6,613.72 | 6,942.13 | 7,284.81 | 7,647.48 | 34.63 | 36.35 | 38.16 | 40.05 | 42.03 | 44.12 |
| Kids Club Site Director | 717 | 5,312.49 | 5,575.69 | 5,851.26 | 6,141.10 | 6,446.66 | 6,765.08 | 30.65 | 32.17 | 33.76 | 35.43 | 37.19 | 39.03 |
| Lead Facilities Maintenance Technician | 704 | 6,458.93 | 6,780.77 | 7,116.32 | 7,469.00 | 7,841.66 | 8,231.45 | 37.26 | 39.12 | 41.06 | 43.09 | 45.24 | 47.49 |
| Locksmith | 704 | 6,458.93 | 6,780.77 | 7,116.32 | 7,469.00 | 7,841.66 | 8,231.45 | 37.26 | 39.12 | 41.06 | 43.09 | 45.24 | 47.49 |
| Maintenance Worker I | 719 | 4,818.50 | 5,057.39 | 5,308.68 | 5,571.41 | 5,846.98 | 6,136.83 | 27.80 | 29.18 | 30.63 | 32.14 | 33.73 | 35.40 |
| Maintenance Worker II | 720 | 5,445.26 | 5,714.18 | 5,998.32 | 6,293.89 | 6,605.15 | 6,933.56 | 31.41 | 32.97 | 34.61 | 36.31 | 38.11 | 40.00 |
| Office Clerk | 729 | 4,368.77 | 4,584.77 | 4,811.79 | 5,048.82 | 5,298.69 | 5,561.41 | 25.20 | 26.45 | 27.76 | 29.13 | 30.57 | 32.09 |
| Offset Press Operator | 717 | 5,312.49 | 5,575.69 | 5,851.26 | 6,141.10 | 6,446.66 | 6,765.08 | 30.65 | 32.17 | 33.76 | 35.43 | 37.19 | 39.03 |
| Painter | 704 | 6,458.93 | 6,780.77 | 7,116.32 | 7,469.00 | 7,841.66 | 8,231.45 | 37.26 | 39.12 | 41.06 | 43.09 | 45.24 | 47.49 |
| Payroll Specialist I | 714 | 5,855.01 | 6,146.82 | 6,450.95 | 6,770.78 | 7,106.33 | 7,457.57 | 33.78 | 35.46 | 37.22 | 39.06 | 41.00 | 43.02 |
| Payroll Specialist II | 703 | 6,151.97 | 6,458.09 | 6,777.92 | 7,114.89 | 7,467.57 | 7,840.23 | 35.49 | 37.26 | 39.10 | 41.05 | 43.08 | 45.23 |
| Planning Secretary | 723 | 6,303.30 | 6,616.58 | 6,944.98 | 7,289.09 | 7,650.33 | 8,030.13 | 36.37 | 38.17 | 40.07 | 42.05 | 44.14 | 46.33 |
| Planning Technician I | 714 | 6,623.12 | 6,953.54 | 7,299.09 | 7,660.33 | 8,040.12 | 8,439.92 | 38.21 | 40.12 | 42.11 | 44.19 | 46.39 | 48.69 |
| Planning Technician II | 721 | 6,954.34 | 7,300.51 | 7,661.76 | 8,041.55 | 8,441.35 | 8,859.70 | 40.12 | 42.12 | 44.20 | 46.39 | 48.70 | 51.11 |
| Plumber | 718 | 6,785.88 | 7,123.46 | 7,477.56 | 7,848.79 | 8,238.59 | 8,648.39 | 39.15 | 41.10 | 43.14 | 45.28 | 47.53 | 49.89 |
| Pool Maintenance Specialist | 723 | 6,303.30 | 6,616.58 | 6,944.98 | 7,289.09 | 7,650.33 | 8,030.13 | 36.37 | 38.17 | 40.07 | 42.05 | 44.14 | 46.33 |
| Purchasing Specialist I | 714 | 5,855.01 | 6,146.82 | 6,450.95 | 6,770.78 | 7,106.33 | 7,457.57 | 33.78 | 35.46 | 37.22 | 39.06 | 41.00 | 43.02 |
| Purchasing Specialist II | 703 | 6,151.97 | 6,458.09 | 6,777.92 | 7,114.89 | 7,467.57 | 7,840.23 | 35.49 | 37.26 | 39.10 | 41.05 | 43.08 | 45.23 |
| Recreation Center Supervisor I | 715 | 7,302.70 | 7,664.60 | 8,047.26 | 8,445.63 | 8,866.84 | 9,306.61 | 42.13 | 44.22 | 46.43 | 48.72 | 51.15 | 53.69 |
| Recreation Center Supervisor II | 705 | 7,858.07 | 8,250.02 | 8,661.23 | 9,091.02 | 9,542.21 | 10,017.67 | 45.34 | 47.60 | 49.97 | 52.45 | 55.05 | 57.79 |
| Recreation Program Supervisor | 705 | 7,858.07 | 8,250.02 | 8,661.23 | 9,091.02 | 9,542.21 | 10,017.67 | 45.34 | 47.60 | 49.97 | 52.45 | 55.05 | 57.79 |
| Resource Center Technician | 709 | 6,002.07 | 6,301.03 | 6,613.72 | 6,942.13 | 7,284.81 | 7,647.48 | 34.63 | 36.35 | 38.16 | 40.05 | 42.03 | 44.12 |
| Revenue Inspector | 715 | 7,302.70 | 7,664.60 | 8,047.26 | 8,445.63 | 8,866.84 | 9,306.61 | 42.13 | 44.22 | 46.43 | 48.72 | 51.15 | 53.69 |
| Senior Account Clerk I | 714 | 5,855.01 | 6,146.82 | 6,450.95 | 6,770.78 | 7,106.33 | 7,457.57 | 33.78 | 35.46 | 37.22 | 39.06 | 41.00 | 43.02 |

| | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Senior Account Clerk II | 703 | 6,151.97 | 6,458.09 | 6,777.92 | 7,114.89 | 7,467.57 | 7,840.23 | 35.49 | 37.26 | 39.10 | 41.05 | 43.08 | 45.23 |
| Senior Bus Driver | 701 | 5,575.18 | 5,852.69 | 6,142.53 | 6,448.09 | 6,766.50 | 7,103.47 | 32.16 | 33.77 | 35.44 | 37.20 | 39.04 | 40.98 |
| Senior Clerk | 717 | 5,312.49 | 5,575.69 | 5,851.26 | 6,141.10 | 6,446.66 | 6,765.08 | 30.65 | 32.17 | 33.76 | 35.43 | 37.19 | 39.03 |
| Senior Code Compliance Specialist | 705 | 7,858.07 | 8,250.02 | 8,661.23 | 9,091.02 | 9,542.21 | 10,017.67 | 45.34 | 47.60 | 49.97 | 52.45 | 55.05 | 57.79 |
| Senior Construction Inspector | 713 | 7,668.19 | 8,050.12 | 8,448.49 | 8,869.70 | 9,309.47 | 9,772.09 | 44.24 | 46.44 | 48.74 | 51.17 | 53.71 | 56.38 |
| Senior Custodian | 711 | 5,055.49 | 5,307.26 | 5,568.55 | 5,844.12 | 6,135.40 | 6,439.52 | 29.17 | 30.62 | 32.13 | 33.72 | 35.40 | 37.15 |
| Senior Equipment Mechanic | 721 | 6,954.34 | 7,300.51 | 7,661.76 | 8,041.55 | 8,441.35 | 8,859.70 | 40.12 | 42.12 | 44.20 | 46.39 | 48.70 | 51.11 |
| Senior Groundsworker | 714 | 5,855.01 | 6,146.82 | 6,450.95 | 6,770.78 | 7,106.33 | 7,457.57 | 33.78 | 35.46 | 37.22 | 39.06 | 41.00 | 43.02 |
| Senior Maintenance Worker I | 714 | 6,623.12 | 6,953.54 | 7,299.09 | 7,660.33 | 8,040.12 | 8,439.92 | 38.21 | 40.12 | 42.11 | 44.19 | 46.39 | 48.69 |
| Senior Maintenance Worker II | 721 | 6,954.34 | 7,300.51 | 7,661.76 | 8,041.55 | 8,441.35 | 8,859.70 | 40.12 | 42.12 | 44.20 | 46.39 | 48.70 | 51.11 |
| Senior Offset Press Operator | 714 | 5,855.01 | 6,146.82 | 6,450.95 | 6,770.78 | 7,106.33 | 7,457.57 | 33.78 | 35.46 | 37.22 | 39.06 | 41.00 | 43.02 |
| Senior Rec Center Supervisor | 725 | 8,457.72 | 8,879.69 | 9,320.89 | 9,783.51 | 10,271.82 | 10,781.57 | 48.79 | 51.23 | 53.77 | 56.44 | 59.26 | 62.20 |
| Senior Storekeeper | 714 | 5,855.01 | 6,146.82 | 6,450.95 | 6,770.78 | 7,106.33 | 7,457.57 | 33.78 | 35.46 | 37.22 | 39.06 | 41.00 | 43.02 |
| Senior Tree Trimmer | 718 | 6,785.88 | 7,123.46 | 7,477.56 | 7,848.79 | 8,238.59 | 8,648.39 | 39.15 | 41.10 | 43.14 | 45.28 | 47.53 | 49.89 |
| Storekeeper | 717 | 5,312.49 | 5,575.69 | 5,851.26 | 6,141.10 | 6,446.66 | 6,765.08 | 30.65 | 32.17 | 33.76 | 35.43 | 37.19 | 39.03 |
| Tree Trimmer I | 708 | 4,938.43 | 5,183.03 | 5,438.61 | 5,707.04 | 5,991.18 | 6,288.18 | 28.49 | 29.90 | 31.38 | 32.93 | 34.56 | 36.28 |
| Tree Trimmer II | 727 | 5,715.09 | 5,999.75 | 6,298.17 | 6,610.86 | 6,937.84 | 7,281.95 | 32.97 | 34.61 | 36.34 | 38.14 | 40.03 | 42.01 |
| Typist Clerk I | 707 | 4,588.64 | 4,816.08 | 5,054.53 | 5,302.97 | 5,565.69 | 5,841.27 | 26.47 | 27.79 | 29.16 | 30.59 | 32.11 | 33.70 |
| Typist Clerk II | 719 | 4,818.50 | 5,057.39 | 5,308.68 | 5,571.41 | 5,846.98 | 6,136.83 | 27.80 | 29.18 | 30.63 | 32.14 | 33.73 | 35.40 |
| Senior Bus Driver (Cpt) | 322 | 5,525.98 | 5,803.67 | 6,093.22 | 6,400.12 | 6,719.38 | 7,053.49 | 31.88 | 33.48 | 35.15 | 36.92 | 38.77 | 40.69 |
| Early Childhood Instructor (Cpt) | 330 | 5,263.66 | 5,526.48 | 5,801.19 | 6,093.22 | 6,397.64 | 6,716.90 | 30.37 | 31.88 | 33.47 | 35.15 | 36.91 | 38.75 |
| Coord, Events Services | 715 | 7,302.70 | 7,664.60 | 8,047.26 | 8,445.63 | 8,866.84 | 9,306.61 | 42.13 | 44.22 | 46.43 | 48.72 | 51.15 | 53.69 |
| Coord, Assistant Recreation Permits | 715 | 7,302.70 | 7,664.60 | 8,047.26 | 8,445.63 | 8,866.84 | 9,306.61 | 42.13 | 44.22 | 46.43 | 48.72 | 51.15 | 53.69 |
| Coord, Assistant Recreation Enrichment | 715 | 7,302.70 | 7,664.60 | 8,047.26 | 8,445.63 | 8,866.84 | 9,306.61 | 42.13 | 44.22 | 46.43 | 48.72 | 51.15 | 53.69 |
| Innovation & Business Liaison | 713 | 7,668.19 | 8,050.12 | 8,448.49 | 8,869.70 | 9,309.47 | 9,772.09 | 44.24 | 46.44 | 48.74 | 51.17 | 53.71 | 56.38 |
| Housing & Homeless Coordinator | 714 | 6,623.12 | 6,159.72 | 6,466.50 | 6,786.00 | 7,122.86 | 7,477.10 | 38.21 | 35.54 | 37.31 | 39.15 | 41.09 | 43.14 |
| Public Safety Engagement Officer | 721 | 6,954.34 | 7,300.51 | 7,661.76 | 8,041.55 | 8,441.35 | 8,859.70 | 40.12 | 42.12 | 44.20 | 46.39 | 48.70 | 51.11 |

**City of Carson**
**Monthly Salary Schedule**
**AFSCME Local 809**
**Effective July 1, 2026**
**4% COLA**

| | | Monthly | | | | | | Hourly | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **TITLE** | **RANGE** | **STEP 1** | **STEP 2** | **STEP 3** | **STEP 4** | **STEP 5** | **STEP 6** | **STEP 1** | **STEP 2** | **STEP 3** | **STEP 4** | **STEP 5** | **STEP 6** |
| Account Clerk | 701 | 5,798.19 | 6,145.32 | 6,449.66 | 6,770.49 | 7,104.83 | 7,458.64 | 33.45 | 35.45 | 37.21 | 39.06 | 40.99 | 43.03 |
| Accounts Payable Specialist I | 702 | 6,089.21 | 6,454.16 | 6,773.50 | 7,109.32 | 7,461.65 | 7,830.45 | 35.13 | 37.24 | 39.08 | 41.02 | 43.05 | 45.18 |
| Accounts Payable Specialist II | 703 | 6,398.05 | 6,780.99 | 7,116.82 | 7,470.63 | 7,840.95 | 8,232.24 | 36.91 | 39.12 | 41.06 | 43.10 | 45.24 | 47.49 |
| Administrative Secretary | 704 | 6,717.29 | 7,119.81 | 7,472.14 | 7,842.45 | 8,233.74 | 8,643.02 | 38.75 | 41.08 | 43.11 | 45.24 | 47.50 | 49.86 |
| Aquatics Program Supervisor | 705 | 8,172.39 | 8,662.52 | 9,094.29 | 9,545.57 | 10,019.32 | 10,518.55 | 47.15 | 49.98 | 52.47 | 55.07 | 57.80 | 60.68 |
| Animal Control Officer | 708 | 5,136.31 | 5,442.74 | 5,710.28 | 5,992.91 | 6,290.63 | 6,602.07 | 29.63 | 31.40 | 32.94 | 34.57 | 36.29 | 38.09 |
| Assistant Events Coordinator | 720 | 5,663.07 | 5,999.89 | 6,298.24 | 6,608.58 | 6,935.41 | 7,280.24 | 32.67 | 34.61 | 36.34 | 38.13 | 40.01 | 42.00 |
| Assistant Facilities Maintenance Technician | 708 | 5,135.97 | 5,442.18 | 5,710.54 | 5,992.39 | 6,290.74 | 6,602.59 | 29.63 | 31.40 | 32.95 | 34.57 | 36.29 | 38.09 |
| Assistant Groundsworker | 706 | 4,889.48 | 5,181.32 | 5,439.19 | 5,707.55 | 5,989.40 | 6,286.25 | 28.21 | 29.89 | 31.38 | 32.93 | 34.55 | 36.27 |
| Assistant Maintenance Worker | 707 | 4,772.19 | 5,056.88 | 5,307.26 | 5,568.12 | 5,843.97 | 6,133.33 | 27.53 | 29.17 | 30.62 | 32.12 | 33.72 | 35.38 |
| Assistant Recreation Coordinator | 709 | 6,242.15 | 6,616.08 | 6,944.41 | 7,289.24 | 7,649.05 | 8,029.85 | 36.01 | 38.17 | 40.06 | 42.05 | 44.13 | 46.33 |
| Assistant Tree Trimmer | 706 | 4,889.48 | 5,181.32 | 5,439.19 | 5,707.55 | 5,989.40 | 6,286.25 | 28.21 | 29.89 | 31.38 | 32.93 | 34.55 | 36.27 |
| Bus Driver | 717 | 5,524.99 | 5,854.47 | 6,143.82 | 6,448.16 | 6,768.99 | 7,103.33 | 31.87 | 33.78 | 35.45 | 37.20 | 39.05 | 40.98 |
| Business License Specialist I | 702 | 6,089.21 | 6,454.16 | 6,773.50 | 7,109.32 | 7,461.65 | 7,830.45 | 35.13 | 37.24 | 39.08 | 41.02 | 43.05 | 45.18 |
| Business License Specialist II | 703 | 6,398.05 | 6,780.99 | 7,116.82 | 7,470.63 | 7,840.95 | 8,232.24 | 36.91 | 39.12 | 41.06 | 43.10 | 45.24 | 47.49 |
| Buyer | 710 | 7,784.87 | 8,250.23 | 8,659.52 | 9,088.30 | 9,541.07 | 10,014.83 | 44.91 | 47.60 | 49.96 | 52.43 | 55.04 | 57.78 |
| Central Services Clerk | 719 | 5,011.24 | 5,310.26 | 5,574.11 | 5,849.98 | 6,139.33 | 6,443.67 | 28.91 | 30.64 | 32.16 | 33.75 | 35.42 | 37.18 |
| Code Enforcement & Collections Officer | 713 | 7,974.92 | 8,452.63 | 8,870.91 | 9,313.19 | 9,774.94 | 10,260.69 | 46.01 | 48.77 | 51.18 | 53.73 | 56.39 | 59.20 |
| Code Enforcement Aide | 727 | 5,943.69 | 6,299.74 | 6,613.08 | 6,941.40 | 7,284.73 | 7,646.05 | 34.29 | 36.34 | 38.15 | 40.05 | 42.03 | 44.11 |
| Code Enforcement Officer | 712 | 7,410.69 | 7,852.94 | 8,244.23 | 8,652.02 | 9,082.30 | 9,533.57 | 42.75 | 45.31 | 47.56 | 49.92 | 52.40 | 55.00 |
| Construction Inspector | 715 | 6,888.04 | 7,301.22 | 7,664.04 | 8,043.35 | 8,442.13 | 8,861.92 | 39.74 | 42.12 | 44.22 | 46.40 | 48.70 | 51.13 |
| Coord, Adult Sports I | 721 | 7,232.51 | 7,665.54 | 8,044.85 | 8,443.63 | 8,863.42 | 9,302.69 | 41.73 | 44.22 | 46.41 | 48.71 | 51.14 | 53.67 |
| Coord, Adult Sports II | 715 | 7,594.81 | 8,047.83 | 8,449.62 | 8,867.91 | 9,310.18 | 9,771.94 | 43.82 | 46.43 | 48.75 | 51.16 | 53.71 | 56.38 |
| Coord, Community Services I | 721 | 7,232.51 | 7,665.54 | 8,044.85 | 8,443.63 | 8,863.42 | 9,302.69 | 41.73 | 44.22 | 46.41 | 48.71 | 51.14 | 53.67 |
| Coord, Community Services II | 715 | 7,594.81 | 8,047.83 | 8,449.62 | 8,867.91 | 9,310.18 | 9,771.94 | 43.82 | 46.43 | 48.75 | 51.16 | 53.71 | 56.38 |
| Coord, Events | 723 | 6,555.43 | 6,947.41 | 7,292.23 | 7,653.54 | 8,032.85 | 8,431.64 | 37.82 | 40.08 | 42.07 | 44.16 | 46.34 | 48.64 |
| Coord, Records Management | 714 | 6,888.04 | 7,301.22 | 7,664.04 | 8,043.35 | 8,442.13 | 8,861.92 | 39.74 | 42.12 | 44.22 | 46.40 | 48.70 | 51.13 |
| Coord, Recreation | 721 | 7,232.51 | 7,665.54 | 8,044.85 | 8,443.63 | 8,863.42 | 9,302.69 | 41.73 | 44.22 | 46.41 | 48.71 | 51.14 | 53.67 |
| Coord, Recreation Permits I | 721 | 7,232.51 | 7,665.54 | 8,044.85 | 8,443.63 | 8,863.42 | 9,302.69 | 41.73 | 44.22 | 46.41 | 48.71 | 51.14 | 53.67 |
| Coord, Recreation Permits II | 715 | 7,594.81 | 8,047.83 | 8,449.62 | 8,867.91 | 9,310.18 | 9,771.94 | 43.82 | 46.43 | 48.75 | 51.16 | 53.71 | 56.38 |
| Coord, Seniors Assisted Living I | 721 | 7,232.51 | 7,665.54 | 8,044.85 | 8,443.63 | 8,863.42 | 9,302.69 | 41.73 | 44.22 | 46.41 | 48.71 | 51.14 | 53.67 |
| Coord, Seniors Assisted Living II | 715 | 7,594.81 | 8,047.83 | 8,449.62 | 8,867.91 | 9,310.18 | 9,771.94 | 43.82 | 46.43 | 48.75 | 51.16 | 53.71 | 56.38 |
| Coord, Seniors Recreation Program I | 721 | 7,232.51 | 7,665.54 | 8,044.85 | 8,443.63 | 8,863.42 | 9,302.69 | 41.73 | 44.22 | 46.41 | 48.71 | 51.14 | 53.67 |
| Coord, Seniors Recreation Program II | 715 | 7,594.81 | 8,047.83 | 8,449.62 | 8,867.91 | 9,310.18 | 9,771.94 | 43.82 | 46.43 | 48.75 | 51.16 | 53.71 | 56.38 |
| Coord, Seniors Services I | 721 | 7,232.51 | 7,665.54 | 8,044.85 | 8,443.63 | 8,863.42 | 9,302.69 | 41.73 | 44.22 | 46.41 | 48.71 | 51.14 | 53.67 |
| Coord, Seniors Services II | 715 | 7,594.81 | 8,047.83 | 8,449.62 | 8,867.91 | 9,310.18 | 9,771.94 | 43.82 | 46.43 | 48.75 | 51.16 | 53.71 | 56.38 |
| Coord, Special Needs Recreation I | 721 | 7,232.51 | 7,665.54 | 8,044.85 | 8,443.63 | 8,863.42 | 9,302.69 | 41.73 | 44.22 | 46.41 | 48.71 | 51.14 | 53.67 |
| Coord, Special Needs Recreation II | 715 | 7,594.81 | 8,047.83 | 8,449.62 | 8,867.91 | 9,310.18 | 9,771.94 | 43.82 | 46.43 | 48.75 | 51.16 | 53.71 | 56.38 |
| Coord, Transportation I | 721 | 7,232.51 | 7,665.54 | 8,044.85 | 8,443.63 | 8,863.42 | 9,302.69 | 41.73 | 44.22 | 46.41 | 48.71 | 51.14 | 53.67 |
| Coord, Transportation II | 715 | 7,594.81 | 8,047.83 | 8,449.62 | 8,867.91 | 9,310.18 | 9,771.94 | 43.82 | 46.43 | 48.75 | 51.16 | 53.71 | 56.38 |
| Coord, Youth Sports I | 721 | 7,232.51 | 7,665.54 | 8,044.85 | 8,443.63 | 8,863.42 | 9,302.69 | 41.73 | 44.22 | 46.41 | 48.71 | 51.14 | 53.67 |
| Coord, Youth Sports II | 715 | 7,594.81 | 8,047.83 | 8,449.62 | 8,867.91 | 9,310.18 | 9,771.94 | 43.82 | 46.43 | 48.75 | 51.16 | 53.71 | 56.38 |
| Custodian | 706 | 4,889.48 | 5,181.32 | 5,439.19 | 5,707.55 | 5,989.40 | 6,286.25 | 28.21 | 29.89 | 31.38 | 32.93 | 34.55 | 36.27 |
| Division Secretary | 709 | 6,242.15 | 6,616.08 | 6,944.41 | 7,289.24 | 7,649.05 | 8,029.85 | 36.01 | 38.17 | 40.06 | 42.05 | 44.13 | 46.33 |
| Division Secretary (Information Technology) | 709 | 6,242.15 | 6,616.08 | 6,944.41 | 7,289.24 | 7,649.05 | 8,029.85 | 36.01 | 38.17 | 40.06 | 42.05 | 44.13 | 46.33 |
| Early Childhood Instructor | 717 | 5,524.99 | 5,854.47 | 6,143.82 | 6,448.16 | 6,768.99 | 7,103.33 | 31.87 | 33.78 | 35.45 | 37.20 | 39.05 | 40.98 |
| Early Childhood Program Supervisor | 705 | 8,172.39 | 8,662.52 | 9,094.29 | 9,545.57 | 10,019.32 | 10,518.55 | 47.15 | 49.98 | 52.47 | 55.07 | 57.80 | 60.68 |
| Electrician | 715 | 7,594.81 | 8,047.83 | 8,449.62 | 8,867.91 | 9,310.18 | 9,771.94 | 43.82 | 46.43 | 48.75 | 51.16 | 53.71 | 56.38 |
| Employment & Business Development Asst. | 717 | 5,524.99 | 5,854.47 | 6,143.82 | 6,448.16 | 6,768.99 | 7,103.33 | 31.87 | 33.78 | 35.45 | 37.20 | 39.05 | 40.98 |
| Employment Specialist | 721 | 7,232.51 | 7,665.54 | 8,044.85 | 8,443.63 | 8,863.42 | 9,302.69 | 41.73 | 44.22 | 46.41 | 48.71 | 51.14 | 53.67 |
| Engineering Technician | 718 | 7,057.32 | 7,479.63 | 7,851.44 | 8,241.23 | 8,650.52 | 9,080.81 | 40.72 | 43.15 | 45.30 | 47.55 | 49.91 | 52.39 |
| Equipment Mechanic I | 709 | 6,242.15 | 6,616.08 | 6,944.41 | 7,289.24 | 7,649.05 | 8,029.85 | 36.01 | 38.17 | 40.06 | 42.05 | 44.13 | 46.33 |
| Equipment Mechanic II | 704 | 6,717.29 | 7,119.81 | 7,472.14 | 7,842.45 | 8,233.74 | 8,643.02 | 38.75 | 41.08 | 43.11 | 45.24 | 47.50 | 49.86 |
| Equipment Service Worker | 720 | 5,663.07 | 5,999.89 | 6,298.24 | 6,608.58 | 6,935.41 | 7,280.24 | 32.67 | 34.61 | 36.34 | 38.13 | 40.01 | 42.00 |
| Event Services Worker I | 707 | 4,772.19 | 5,056.88 | 5,307.26 | 5,568.12 | 5,843.97 | 6,133.33 | 27.53 | 29.17 | 30.62 | 32.12 | 33.72 | 35.38 |
| Event Services Worker II | 719 | 5,011.24 | 5,310.26 | 5,574.11 | 5,849.98 | 6,139.33 | 6,443.67 | 28.91 | 30.64 | 32.16 | 33.75 | 35.42 | 37.18 |
| Event Services Worker III | 720 | 5,663.07 | 5,999.89 | 6,298.24 | 6,608.58 | 6,935.41 | 7,280.24 | 32.67 | 34.61 | 36.34 | 38.13 | 40.01 | 42.00 |
| Facilities Maintenance Technician I | 722 | 5,391.35 | 5,712.04 | 5,995.40 | 6,292.24 | 6,604.09 | 6,930.91 | 31.10 | 32.95 | 34.59 | 36.30 | 38.10 | 39.99 |
| Facilities Maintenance Technician II | 709 | 6,242.15 | 6,616.08 | 6,944.41 | 7,289.24 | 7,649.05 | 8,029.85 | 36.01 | 38.17 | 40.06 | 42.05 | 44.13 | 46.33 |
| Graphic Designer I | 709 | 6,242.15 | 6,616.08 | 6,944.41 | 7,289.24 | 7,649.05 | 8,029.85 | 36.01 | 38.17 | 40.06 | 42.05 | 44.13 | 46.33 |
| Graphic Designer II | 723 | 6,555.43 | 6,947.41 | 7,292.23 | 7,653.54 | 8,032.85 | 8,431.64 | 37.82 | 40.08 | 42.07 | 44.16 | 46.34 | 48.64 |
| Groundsworker I | 708 | 5,135.97 | 5,442.18 | 5,710.54 | 5,992.39 | 6,290.74 | 6,602.59 | 29.63 | 31.40 | 32.95 | 34.57 | 36.29 | 38.09 |
| Groundsworker II | 720 | 5,663.07 | 5,999.89 | 6,298.24 | 6,608.58 | 6,935.41 | 7,280.24 | 32.67 | 34.61 | 36.34 | 38.13 | 40.01 | 42.00 |
| Heavy Equipment Operator | 723 | 6,555.43 | 6,947.41 | 7,292.23 | 7,653.54 | 8,032.85 | 8,431.64 | 37.82 | 40.08 | 42.07 | 44.16 | 46.34 | 48.64 |
| Hvac Technician | 713 | 7,974.92 | 8,452.63 | 8,870.91 | 9,313.19 | 9,774.94 | 10,260.69 | 46.01 | 48.77 | 51.18 | 53.73 | 56.39 | 59.20 |
| Irrigation Technician | 709 | 6,242.15 | 6,616.08 | 6,944.41 | 7,289.24 | 7,649.05 | 8,029.85 | 36.01 | 38.17 | 40.06 | 42.05 | 44.13 | 46.33 |
| Kids Club Site Director | 717 | 5,524.99 | 5,854.47 | 6,143.82 | 6,448.16 | 6,768.99 | 7,103.33 | 31.87 | 33.78 | 35.45 | 37.20 | 39.05 | 40.98 |
| Lead Facilities Maintenance Technician | 704 | 6,717.29 | 7,119.81 | 7,472.14 | 7,842.45 | 8,233.74 | 8,643.02 | 38.75 | 41.08 | 43.11 | 45.24 | 47.50 | 49.86 |
| Locksmith | 704 | 6,717.29 | 7,119.81 | 7,472.14 | 7,842.45 | 8,233.74 | 8,643.02 | 38.75 | 41.08 | 43.11 | 45.24 | 47.50 | 49.86 |
| Maintenance Worker I | 719 | 5,011.24 | 5,310.26 | 5,574.11 | 5,849.98 | 6,139.33 | 6,443.67 | 28.91 | 30.64 | 32.16 | 33.75 | 35.42 | 37.18 |
| Maintenance Worker II | 720 | 5,663.07 | 5,999.89 | 6,298.24 | 6,608.58 | 6,935.41 | 7,280.24 | 32.67 | 34.61 | 36.34 | 38.13 | 40.01 | 42.00 |
| Office Clerk | 729 | 4,543.52 | 4,814.01 | 5,052.38 | 5,301.26 | 5,563.62 | 5,839.48 | 26.21 | 27.77 | 29.15 | 30.58 | 32.10 | 33.69 |
| Offset Press Operator | 717 | 5,524.99 | 5,854.47 | 6,143.82 | 6,448.16 | 6,768.99 | 7,103.33 | 31.87 | 33.78 | 35.45 | 37.20 | 39.05 | 40.98 |
| Painter | 704 | 6,717.29 | 7,119.81 | 7,472.14 | 7,842.45 | 8,233.74 | 8,643.02 | 38.75 | 41.08 | 43.11 | 45.24 | 47.50 | 49.86 |
| Payroll Specialist I | 714 | 6,089.21 | 6,454.16 | 6,773.50 | 7,109.32 | 7,461.65 | 7,830.45 | 35.13 | 37.24 | 39.08 | 41.02 | 43.05 | 45.18 |
| Payroll Specialist II | 703 | 6,398.05 | 6,780.99 | 7,116.82 | 7,470.63 | 7,840.95 | 8,232.24 | 36.91 | 39.12 | 41.06 | 43.10 | 45.24 | 47.49 |
| Planning Secretary | 723 | 6,555.43 | 6,947.41 | 7,292.23 | 7,653.54 | 8,032.85 | 8,431.64 | 37.82 | 40.08 | 42.07 | 44.16 | 46.34 | 48.64 |
| Planning Technician I | 714 | 6,888.04 | 7,301.22 | 7,664.04 | 8,043.35 | 8,442.13 | 8,861.92 | 39.74 | 42.12 | 44.22 | 46.40 | 48.70 | 51.13 |
| Planning Technician II | 721 | 7,232.51 | 7,665.54 | 8,044.85 | 8,443.63 | 8,863.42 | 9,302.69 | 41.73 | 44.22 | 46.41 | 48.71 | 51.14 | 53.67 |
| Plumber | 718 | 7,057.32 | 7,479.63 | 7,851.44 | 8,241.23 | 8,650.52 | 9,080.81 | 40.72 | 43.15 | 45.30 | 47.55 | 49.91 | 52.39 |
| Pool Maintenance Specialist | 723 | 6,555.43 | 6,947.41 | 7,292.23 | 7,653.54 | 8,032.85 | 8,431.64 | 37.82 | 40.08 | 42.07 | 44.16 | 46.34 | 48.64 |
| Purchasing Specialist I | 714 | 6,089.21 | 6,454.16 | 6,773.50 | 7,109.32 | 7,461.65 | 7,830.45 | 35.13 | 37.24 | 39.08 | 41.02 | 43.05 | 45.18 |
| Purchasing Specialist II | 703 | 6,398.05 | 6,780.99 | 7,116.82 | 7,470.63 | 7,840.95 | 8,232.24 | 36.91 | 39.12 | 41.06 | 43.10 | 45.24 | 47.49 |
| Recreation Center Supervisor I | 715 | 7,594.81 | 8,047.83 | 8,449.62 | 8,867.91 | 9,310.18 | 9,771.94 | 43.82 | 46.43 | 48.75 | 51.16 | 53.71 | 56.38 |
| Recreation Center Supervisor II | 705 | 8,172.39 | 8,662.52 | 9,094.29 | 9,545.57 | 10,019.32 | 10,518.55 | 47.15 | 49.98 | 52.47 | 55.07 | 57.80 | 60.68 |
| Recreation Program Supervisor | 705 | 8,172.39 | 8,662.52 | 9,094.29 | 9,545.57 | 10,019.32 | 10,518.55 | 47.15 | 49.98 | 52.47 | 55.07 | 57.80 | 60.68 |
| Resource Center Technician | 709 | 6,242.15 | 6,616.08 | 6,944.41 | 7,289.24 | 7,649.05 | 8,029.85 | 36.01 | 38.17 | 40.06 | 42.05 | 44.13 | 46.33 |
| Revenue Inspector | 715 | 7,594.81 | 8,047.83 | 8,449.62 | 8,867.91 | 9,310.18 | 9,771.94 | 43.82 | 46.43 | 48.75 | 51.16 | 53.71 | 56.38 |
| Senior Account Clerk I | 714 | 6,089.21 | 6,454.16 | 6,773.50 | 7,109.32 | 7,461.65 | 7,830.45 | 35.13 | 37.24 | 39.08 | 41.02 | 43.05 | 45.18 |
| Senior Account Clerk II | 703 | 6,398.05 | 6,780.99 | 7,116.82 | 7,470.63 | 7,840.95 | 8,232.24 | 36.91 | 39.12 | 41.06 | 43.10 | 45.24 | 47.49 |
| Senior Bus Driver | 701 | 5,798.19 | 6,145.32 | 6,449.66 | 6,770.49 | 7,104.83 | 7,458.64 | 33.45 | 35.45 | 37.21 | 39.06 | 40.99 | 43.03 |
| Senior Clerk | 717 | 5,524.99 | 5,854.47 | 6,143.82 | 6,448.16 | 6,768.99 | 7,103.33 | 31.87 | 33.78 | 35.45 | 37.20 | 39.05 | 40.98 |
| Senior Code Compliance Specialist | 705 | 8,172.39 | 8,662.52 | 9,094.29 | 9,545.57 | 10,019.32 | 10,518.55 | 47.15 | 49.98 | 52.47 | 55.07 | 57.80 | 60.68 |
| Senior Construction Inspector | 713 | 7,974.92 | 8,452.63 | 8,870.91 | 9,313.19 | 9,774.94 | 10,260.69 | 46.01 | 48.77 | 51.18 | 53.73 | 56.39 | 59.20 |
| Senior Custodian | 711 | 5,257.71 | 5,572.62 | 5,846.98 | 6,136.33 | 6,442.17 | 6,761.50 | 30.33 | 32.15 | 33.73 | 35.40 | 37.17 | 39.01 |
| Senior Equipment Mechanic | 721 | 7,232.51 | 7,665.54 | 8,044.85 | 8,443.63 | 8,863.42 | 9,302.69 | 41.73 | 44.22 | 46.41 | 48.71 | 51.14 | 53.67 |
| Senior Groundsworker | 714 | 6,089.21 | 6,454.16 | 6,773.50 | 7,109.32 | 7,461.65 | 7,830.45 | 35.13 | 37.24 | 39.08 | 41.02 | 43.05 | 45.18 |
| Senior Maintenance Worker I | 714 | 6,888.04 | 7,301.22 | 7,664.04 | 8,043.35 | 8,442.13 | 8,861.92 | 39.74 | 42.12 | 44.22 | 46.40 | 48.70 | 51.13 |
| Senior Maintenance Worker II | 721 | 7,232.51 | 7,665.54 | 8,044.85 | 8,443.63 | 8,863.42 | 9,302.69 | 41.73 | 44.22 | 46.41 | 48.71 | 51.14 | 53.67 |
| Senior Offset Press Operator | 714 | 6,089.21 | 6,454.16 | 6,773.50 | 7,109.32 | 7,461.65 | 7,830.45 | 35.13 | 37.24 | 39.08 | 41.02 | 43.05 | 45.18 |
| Senior Rec Center Supervisor | 725 | 8,796.03 | 9,323.67 | 9,786.93 | 10,272.69 | 10,785.41 | 11,320.65 | 50.75 | 53.79 | 56.46 | 59.27 | 62.22 | 65.31 |
| Senior Storekeeper | 714 | 6,089.21 | 6,454.16 | 6,773.50 | 7,109.32 | 7,461.65 | 7,830.45 | 35.13 | 37.24 | 39.08 | 41.02 | 43.05 | 45.18 |
| Senior Tree Trimmer | 718 | 7,057.32 | 7,479.63 | 7,851.44 | 8,241.23 | 8,650.52 | 9,080.81 | 40.72 | 43.15 | 45.30 | 47.55 | 49.91 | 52.39 |
| Storekeeper | 717 | 5,524.99 | 5,854.47 | 6,143.82 | 6,448.16 | 6,768.99 | 7,103.33 | 31.87 | 33.78 | 35.45 | 37.20 | 39.05 | 40.98 |
| Tree Trimmer I | 708 | 5,135.97 | 5,442.18 | 5,710.54 | 5,992.39 | 6,290.74 | 6,602.59 | 29.63 | 31.40 | 32.95 | 34.57 | 36.29 | 38.09 |
| Tree Trimmer II | 727 | 5,943.69 | 6,299.74 | 6,613.08 | 6,941.40 | 7,284.73 | 7,646.05 | 34.29 | 36.34 | 38.15 | 40.05 | 42.03 | 44.11 |
| Typist Clerk I | 707 | 4,772.19 | 5,056.88 | 5,307.26 | 5,568.12 | 5,843.97 | 6,133.33 | 27.53 | 29.17 | 30.62 | 32.12 | 33.72 | 35.38 |
| Typist Clerk II | 719 | 5,011.24 | 5,310.26 | 5,574.11 | 5,849.98 | 6,139.33 | 6,443.67 | 28.91 | 30.64 | 32.16 | 33.75 | 35.42 | 37.18 |
| Senior Bus Driver (Cpt) | 322 | 5,747.02 | 6,093.85 | 6,397.88 | 6,720.13 | 7,055.35 | 7,406.16 | 33.16 | 35.16 | 36.91 | 38.77 | 40.70 | 42.73 |
| Early Childhood Instructor (Cpt) | 330 | 5,474.21 | 5,802.80 | 6,091.25 | 6,397.88 | 6,717.52 | 7,052.75 | 31.58 | 33.48 | 35.14 | 36.91 | 38.75 | 40.69 |
| Coord, Events Services | 715 | 7,594.81 | 8,047.83 | 8,449.62 | 8,867.91 | 9,310.18 | 9,771.94 | 43.82 | 46.43 | 48.75 | 51.16 | 53.71 | 56.38 |
| Coord, Assistant Recreation Permits | 715 | 7,594.81 | 8,047.83 | 8,449.62 | 8,867.91 | 9,310.18 | 9,771.94 | 43.82 | 46.43 | 48.75 | 51.16 | 53.71 | 56.38 |
| Coord, Assistant Recreation Enrichment | 715 | 7,594.81 | 8,047.83 | 8,449.62 | 8,867.91 | 9,310.18 | 9,771.94 | 43.82 | 46.43 | 48.75 | 51.16 | 53.71 | 56.38 |
| Innovation & Business Liaison | 713 | 7,974.92 | 8,452.63 | 8,870.91 | 9,313.19 | 9,774.94 | 10,260.69 | 46.01 | 48.77 | 51.18 | 53.73 | 56.39 | 59.20 |
| Housing & Homeless Coordinator | 714 | 6,888.04 | 6,467.71 | 6,789.83 | 7,125.30 | 7,479.00 | 7,850.96 | 39.74 | 37.31 | 39.17 | 41.11 | 43.15 | 45.29 |
| Public Safety Engagement Officer | 721 | 7,232.51 | 7,665.54 | 8,044.85 | 8,443.63 | 8,863.42 | 9,302.69 | 41.73 | 44.22 | 46.41 | 48.71 | 51.14 | 53.67 |

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

Tuesday, March 18, 2025, 5:00 PM

CONSENT 21.

To: City Council, Successor Agency, and Housing Authority

From: Monica Cooper, City Treasurer TREASURER

Subject: CONSIDER MONTHLY INVESTMENT AND CASH REPORT FOR THE CITY OF CARSON, CARSON HOUSING AUTHORITY, CARSON SUCCESSOR AGENCY-MONTH ENDING FEBRUARY 28, 2025 (CITY COUNCIL)

## I. SUMMARY

Submitted to the Mayor and City Council is the monthly Investment and Cash Report for the City of Carson, former Successor Agency and Carson Housing Authority for the month ending February 28, 2025. Following are the total reserves and cash on hand for the City of Carson and each Carson entity:

City of Carson reserves (Invested assets): $222,938,291.59

City of Carson available cash: $26,355,078.77

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

Total City of Carson restricted funds: $23,516,530.81

## II. RECOMMENDATION

RECEIVE and FILE.

## III. ALTERNATIVES

TAKE another action the Council deems appropriate.

## IV. BACKGROUND

The Investment and Cash Report is submitted monthly to the Mayor and City Council to keep them informed about the reserves and available cash for each Carson entity. This report encompasses reserves for the City of Carson, former Successor Agency, and the Housing Authority.

The investment program outlined in the report ensures adequate liquidity to cover six months of estimated expenditures. All investments adhere to California state code 503600, the City of Carson Investment Policy, and any relevant bond indentures.

## V. FISCAL IMPACT

None

## VI. EXHIBITS

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

**Attachments**

Cash rpt FEB 2025.pdf
CITY OF CARSON HOUSING PORTFOLIO RESERVES SUMMARY Feb2025.pdf
CITY OF CARSON PORTFOLIO RESERVES SUMMARY Feb2025.pdf
CITY OF CARSON SUCCESOR PORTFOLIO RESERVES SUMMARY Feb2025.pdf

# Cash and Investment Report Summary
# City of Carson, Carson Successor Agency, Carson Housing Authority
# February 28, 2025

| | Available Cash | Invested Funds |
|---|---|---|
| General Fund | $26,355,078.77 | $222,938,291.59 |
| Successor Agency (restricted revenue) | $6,504,381.32 | $7,626,578.82 |
| Housing Authority (restricted revenue) | $4,503,926.03 | $3,000,000.00 |
| Co-Op Agreement (restricted revenue) | $1,881,644.64 | |

CITY OF CARSON HOUSING AUTHORITY PORTFOLIO RESERVES SUMMARY
FOR THE MONTH ENDING
FEBRUARY 28, 2025

| Description | CUSIP/Ticker | YTM @ Cost | Face Amount/Shares | Cost Value | Market Value | % of Portfolio |
|---|---|---|---|---|---|---|
| Certificate Of Deposit | | | | | | |
| Preferred Bank 4.42 9/27/2025 | 3000022368 | 4.420 | 1,000,000.00 | 1,000,000.00 | 1,000,000.00 | 33.33 |
| Preferred Bank 4.42 9/27/2025 | 3000022333 | 4.420 | 1,000,000.00 | 1,000,000.00 | 1,000,000.00 | 33.33 |
| Preferred Bank 4.42 9/27/2025 | 3000022341 | 4.420 | 1,000,000.00 | 1,000,000.00 | 1,000,000.00 | 33.33 |
| Sub Total / Average Certificate Of Deposit | | 4.420 | 3,000,000.00 | 3,000,000.00 | 3,000,000.00 | 100.00 |
| Total / Average | | 4.420 | 3,000,000.00 | 3,000,000.00 | 3,000,000.00 | 100 |

CITY OF CARSON PORTFOLIO RESERVES SUMMARY
FOR THE MONTH ENDING
FEBRUARY 28, 2025

| Description | CUSIP/Ticker | YTM @ Cost | Face Amount/Shares | Cost Value | Market Value | % of Portfolio |
|---|---|---|---|---|---|---|
| Cash | | | | | | |
| BNY Cash Reserve Cash | MM1159A | 0.160 | 9,128,074.38 | 9,128,074.38 | 9,128,074.38 | 4.09 |
| Preferred Premier Cash | MM942 | 3.250 | 39,520,891.57 | 39,520,891.57 | 39,520,891.57 | 17.73 |
| Sub Total / Average Cash | | 2.670 | 48,648,965.95 | 48,648,965.95 | 48,648,965.95 | 21.82 |
| Certificate Of Deposit | | | | | | |
| American Express Natl BK 1.8 3/3/2025 | 02589ABM3 | 1.800 | 245,000.00 | 245,000.00 | 244,947.37 | 0.11 |
| Eaglemark Saving Bank 2 3/2/2027 | 27004PCM3 | 2.000 | 245,000.00 | 245,000.00 | 234,361.56 | 0.11 |
| East/West Bank 3.55 7/23/2025 | 178064422B | 3.550 | 2,164,674.00 | 2,164,674.00 | 2,164,674.00 | 0.97 |
| East/West Bank 3.55 7/23/2025 | 178944242B | 3.550 | 2,164,674.00 | 2,164,674.00 | 2,164,674.00 | 0.97 |
| East/West Bank 3.55 7/23/2025 | 178622841A | 3.550 | 2,164,674.00 | 2,164,674.00 | 2,164,674.00 | 0.97 |
| East/West Bank 3.55 7/23/2025 | 1785024444B | 3.550 | 2,164,674.00 | 2,164,674.00 | 2,164,674.00 | 0.97 |
| East/West Bank 3.55 7/23/2025 | 178417994B | 3.550 | 2,164,674.00 | 2,164,674.00 | 2,164,674.00 | 0.97 |
| East/West Bank 3.55 7/31/2025 | 178011696 | 3.550 | 1,090,992.91 | 1,090,992.91 | 1,090,992.91 | 0.49 |
| East/West Bank 3.55 7/31/2025 | 0178225460-L | 3.550 | 1,090,992.91 | 1,090,992.91 | 1,090,992.91 | 0.49 |
| East/West Bank 3.55 7/31/2025 | 0178585526-L | 3.550 | 1,088,513.59 | 1,088,513.59 | 1,088,513.59 | 0.49 |
| East/West Bank 3.55 7/31/2025 | 0178800198-L | 3.550 | 1,090,992.91 | 1,090,992.91 | 1,090,992.91 | 0.49 |
| East/West Bank 3.55 7/31/2025 | 178002788 | 3.550 | 1,090,992.91 | 1,090,992.91 | 1,090,992.91 | 0.49 |
| East/West Bank 4.15 8/8/2025 | 178659182L | 4.150 | 1,086,498.51 | 1,086,498.51 | 1,086,498.51 | 0.49 |
| East/West Bank 4.15 8/8/2025 | 178740303L | 4.150 | 1,085,625.43 | 1,085,625.43 | 1,085,625.43 | 0.49 |
| East/West Bank 4.15 8/8/2025 | 178254698L | 4.150 | 1,085,625.43 | 1,085,625.43 | 1,085,625.43 | 0.49 |
| East/West Bank 4.15 8/8/2025 | 178208467L | 4.150 | 1,085,625.43 | 1,085,625.43 | 1,085,625.43 | 0.49 |
| East/West Bank 4.15 8/8/2025 | 178712582L | 4.150 | 1,085,625.43 | 1,085,625.43 | 1,085,625.43 | 0.49 |
| MABUHAY 3.25 8/13/2027 | XXXX49 | 3.250 | 220,938.64 | 220,938.64 | 220,938.64 | 0.10 |
| Preferred Bank 4.27 4/26/2025 | 306119-L | 4.270 | 1,000,000.00 | 1,000,000.00 | 1,000,000.00 | 0.45 |
| Preferred Bank 4.27 4/26/2025 | 3000003703-L | 4.270 | 1,000,000.00 | 1,000,000.00 | 1,000,000.00 | 0.45 |
| Preferred Bank 4.27 4/26/2025 | 300691-L | 4.270 | 1,000,000.00 | 1,000,000.00 | 1,000,000.00 | 0.45 |
| Preferred Bank 4.27 4/26/2025 | 300683-L | 4.270 | 1,000,000.00 | 1,000,000.00 | 1,000,000.00 | 0.45 |
| Preferred Bank 4.27 4/27/2025 | 30000006915-L | 4.270 | 1,000,000.00 | 1,000,000.00 | 1,000,000.00 | 0.45 |
| Preferred Bank 4.27 9/10/2025 | 30000007180L | 4.270 | 1,000,000.00 | 1,000,000.00 | 1,000,000.00 | 0.45 |
| Preferred Bank 4.42 9/10/2025 | 300007199L | 4.420 | 1,000,000.00 | 1,000,000.00 | 1,000,000.00 | 0.45 |

| Description | CUSIP/Ticker | YTM @ Cost | Face Amount/Shares | Cost Value | Market Value | % of Portfolio |
|---|---|---|---|---|---|---|
| Preferred Bank 5.14 8/1/2025 | 6893B | 5.140 | 1,000,000.00 | 1,000,000.00 | 1,000,000.00 | 0.45 |
| Preferred Bank 5.14 8/1/2025 | 6907B | 5.140 | 1,000,000.00 | 1,000,000.00 | 1,000,000.00 | 0.45 |
| Sallie Mae Bank/ Salt Lake 1 7/14/2026 | 7954507A7 | 1.000 | 250,000.00 | 250,000.00 | 239,039.08 | 0.11 |
| Toyota Finl Svgs BK 1.05 10/21/2026 | 8923M-LW-9 | 1.050 | 245,000.00 | 245,000.00 | 232,475.55 | 0.11 |
| USBS BANK1.05 10/27/2026 | 90348JV56 | 1.050 | 245,000.00 | 245,000.00 | 232,237.70 | 0.11 |
| Sub Total / Average Certificate Of Deposit | | 3.826 | 32,155,794.10 | 32,155,794.10 | 32,108,855.36 | 14.42 |
| Corporate | | | | | | |
| Bank of America 1.4 5/14/2026-22 | 06048WL99 | 1.400 | 300,000.00 | 300,000.00 | 288,120.00 | 0.13 |
| BERKSHIRE HATHAWAY FIN 2.3 3/15/2027 | 084664CZ2 | 2.580 | 300,000.00 | 296,087.07 | 289,467.00 | 0.13 |
| GOOGLE- Alphabet Inc. 1.998 8/15/2026 | 02079KAC1 | 2.000 | 300,000.00 | 299,972.90 | 290,841.00 | 0.13 |
| John Deere Capital Corp 1.05 6/17/2026 | 24422EVR7-A | 1.050 | 300,000.00 | 300,000.00 | 288,219.00 | 0.13 |
| JPMORGAN CHASE CO 1.2 4/30/2026-23 | 48128G3G3 | 1.200 | 300,000.00 | 300,000.00 | 286,236.00 | 0.13 |
| TARGET CORPORATION 1.95 1/15/2027 | 87612EBM7 | 1.990 | 500,000.00 | 499,063.55 | 480,080.00 | 0.22 |
| Truist Bank 1.5 3/10/2025 | 89788JAA7 | 1.850 | 250,000.00 | 245,845.97 | 249,852.50 | 0.11 |
| Sub Total / Average Corporate | | 1.745 | 2,250,000.00 | 2,240,969.49 | 2,172,815.50 | 1.01 |
| Local Government Investment Pool | | | | | | |
| LAIF LGIP | LGIP9143 | 4.333 | 25,909,194.67 | 25,909,194.67 | 25,909,194.67 | 11.62 |
| Sub Total / Average Local Government Investment Pool | | 4.333 | 25,909,194.67 | 25,909,194.67 | 25,909,194.67 | 11.62 |
| Money Market | | | | | | |
| East/West Bank MM | 22305 | 3.250 | 84,500,267.01 | 84,500,267.01 | 84,500,267.01 | 37.90 |
| Sub Total / Average Money Market | | 3.250 | 84,500,267.01 | 84,500,267.01 | 84,500,267.01 | 37.90 |
| US Agency | | | | | | |
| FAMC 2.3 3/8/2027 | 31422XVA7 | 2.300 | 1,000,000.00 | 1,000,000.00 | 964,860.00 | 0.45 |
| FAMC 3 8/15/2025 | 31422XD74 | 3.280 | 1,000,000.00 | 992,106.27 | 993,980.00 | 0.45 |
| FFCB 0.84 3/2/2026-21 | 3133EMSK9 | 0.907 | 1,000,000.00 | 996,743.00 | 967,350.00 | 0.45 |
| FFCB 1.27 11/2/2026 | 3133ENCQ1 | 1.270 | 1,000,000.00 | 1,000,000.00 | 954,110.00 | 0.45 |
| FFCB 1.43 11/23/2026-22 | 3133ENEM8 | 1.430 | 1,000,000.00 | 1,000,000.00 | 955,230.00 | 0.45 |
| FFCB 1.53 1/26/2026 | 3133ENLDO | 1.530 | 2,000,000.00 | 2,000,000.00 | 1,953,200.00 | 0.90 |
| FFCB 4 11/1/2027 | 3133ERZC8 | 4.000 | 474,069.86 | 474,069.86 | 473,316.09 | 0.21 |
| FFCB 4 11/1/2029-25 | 3133ERZD6 | 4.121 | 1,000,000.00 | 994,627.33 | 996,300.00 | 0.45 |
| FHLB 1 3/26/2026-21 | 313ALMV3 | 1.000 | 1,000,000.00 | 1,000,000.00 | 966,100.00 | 0.45 |
| FHLB 1 9/30/2026 | 3130AP6D2 | 1.000 | 1,000,000.00 | 1,000,000.00 | 952,770.00 | 0.45 |
| FHLB 1.125 10/14/2026 | 313OAPBS3 | 1.125 | 1,000,000.00 | 1,000,000.00 | 953,490.00 | 0.45 |
| FHLB 1.13 7/20/2026 | 3130AN3R9 | 1.130 | 1,000,000.00 | 1,000,000.00 | 958,060.00 | 0.45 |
| FHLB 1.3 11/24/2026-22 | 3130APU37 | 1.326 | 1,000,000.00 | 998,750.00 | 952,830.00 | 0.45 |
| FHLB 1.31 10/28/2026 | 3130APLN3 | 1.310 | 1,000,000.00 | 1,000,000.00 | 955,280.00 | 0.45 |
| FHLB 1.375 11/16/2026 | 3130APLP8 | 1.375 | 1,000,000.00 | 1,000,000.00 | 953,270.00 | 0.45 |

| Description | CUSIP/Ticker | YTM @ Cost | Face Amount/Shares | Cost Value | Market Value | % of Portfolio |
|---|---|---|---|---|---|---|
| FHLB 1.5 1/27/2027 | 3130AQHM8 | 1.500 | 1,000,000.00 | 1,000,000.00 | 951,800.00 | 0.45 |
| FHLMC 2.05 3/17/2025 | 3134GXMJO | 2.060 | 1,000,000.00 | 999,701.62 | 999,100.00 | 0.45 |
| FHLMC 4.12 9/29/2025 | 3134GX2M5 | 4.145 | 1,000,000.00 | 999,273.00 | 998,780.00 | 0.45 |
| Sub Total / Average US Agency | | 1.853 | 18,474,069.86 | 18,455,271.08 | 17,899,826.09 | 8.29 |
| US Treasury | | | | | | |
| T-Bond 3.125 8/15/2025 | 91282CFE6 | 3.246 | 1,000,000.00 | 996,573.44 | 994,690.00 | 0.45 |
| T-Bond 4.125 2/15/2027 | 91282CKA8 | 4.424 | 1,000,000.00 | 991,750.00 | 1,002,190.00 | 0.45 |
| T-Note 3 7/15/2025 | 91282CEY3 | 4.739 | 2,000,000.00 | 1,966,765.62 | 1,990,540.00 | 0.90 |
| T-Note 3.375 9/15/2027 | 91282CLL3 | 3.475 | 1,000,000.00 | 997,215.63 | 985,270.00 | 0.45 |
| T-Note 3.5 9/30/2026 | 91282CLP4 | 3.586 | 1,000,000.00 | 998,351.56 | 991,800.00 | 0.45 |
| T-Note 3.875 10/31/2029 | 91282CFL0 | 4.070 | 1,000,000.00 | 991,456.88 | 993,320.00 | 0.45 |
| T-Note 3.875 11/30/2029 | 91282CFY2 | 4.056 | 1,000,000.00 | 991,936.23 | 993,010.00 | 0.45 |
| T-Note 4 1/31/2029 | 91282CJW2 | 4.283 | 1,000,000.00 | 987,532.55 | 999,180.00 | 0.45 |
| T-Note 4 10/31/2029 | 91282CFT3 | 4.073 | 1,000,000.00 | 996,837.50 | 998,240.00 | 0.45 |
| T-Note 4 2/25/2026 | 91282CGL9 | 4.469 | 1,000,000.00 | 989,003.13 | 998,480.00 | 0.45 |
| Sub Total / Average US Treasury | | 4.106 | 11,000,000.00 | 10,907,422.54 | 10,946,720.00 | 4.93 |
| Total / Average | | 3.244 | 222,938,291.59 | 222,817,884.84 | 222,186,644.58 | 100 |

CITY OF CARSON SUCCESSOR AGENCY PORTFOLIO RESERVES SUMMARY
FOR THE MONTH ENDING
FEBRUARY 28, 2025

| Description | CUSIP/Ticker | YTM @ Cost | Face Amount/Shares | Cost Value | Market Value | % of Portfolio |
|---|---|---|---|---|---|---|
| Cash | | | | | | |
| Preferred Bank Cash | MM0099 | 3.250 | 6,162,630.82 | 6,162,630.82 | 6,162,630.82 | 80.80 |
| Sub Total / Average Cash | | 3.250 | 6,162,630.82 | 6,162,630.82 | 6,162,630.82 | 80.80 |
| Local Government Investment Pool | | | | | | |
| LAIF LGIP | LGIP9016 | 4.333 | 1,463,948.00 | 1,463,948.00 | 1,463,948.00 | 19.20 |
| Sub Total / Average Local Government Investment Pool | | 4.333 | 1,463,948.00 | 1,463,948.00 | 1,463,948.00 | 19.20 |
| Total / Average | | 3.458 | 7,626,578.82 | 7,626,578.82 | 7,626,578.82 | 100 |

# Report to Honorable Mayor and City Council

Tuesday, March 18, 2025, 5:00 PM

CONSENT 22.

To: Honorable Mayor and City Council

From: Michael Whittiker, Community Services Director Community Services

Subject: CONSIDER APPROVING THE PURCHASE OF TWENTY-SIX (26) GRIZZLY ADJUSTABLE BASKETBALL COURT SYSTEMS THROUGH A PURCHASE AGREEMENT WITH BSN SPORTS, LLC, AND A PUBLIC WORKS CONTRACT WITH BSN SPORTS, LLC TO REMOVE AND DISPOSE OF THE OLD SYSTEMS AND INSTALL THE NEW ADJUSTABLE GRIZZLY COURT SYSTEMS AT CARSON, CALAS, DOLPHIN, DOMINGUEZ, HEMINGWAY, VETERANS AND STEVENSON PARKS (CITY COUNCIL)

## I. SUMMARY

The Department of Community Services/Recreation/Park Maintenance has determined that the outdoor basketball court systems located at Carson, Calas, Dolphin, Dominguez, Foisia, Hemingway, Stevenson, and Veterans Parks require immediate replacement. All are near or past their life cycle, and need to be repaired, but spare parts are obsolete or hard to find. Therefore, staff is requesting City Council approval for the purchase, via a Purchase Agreement, for twenty-six (26) new Grizzly Adjustable Basketball Court Systems from BSN Sports, LLC, an authorized dealer, utilizing the cooperative purchasing bidding exemption pursuant to Carson Municipal Code (CMC) 2611(g) and Omnia Partners cooperative purchasing agreement #R201101 for purposes of compliance with the bidding requirements of the Purchasing Ordinance (Chapter 6 of Article II of the CMC), for a total not to exceed amount of $133,864.49. Staff also recommends approval of a Public Works contract with the same vendor for the removal of the existing basketball court systems and the installation of the new Grizzly adjustable basketball court systems for a not-to-exceed Contract Sum of $74,995.00.

## II. RECOMMENDATION

TAKE the following actions:

1. WAIVE the formal bidding procedures as defined by the Carson Municipal Code (CMC) Section 2610, and APPROVE the Purchase Agreement with BSN Sports, LLC, an authorized dealer, for the purchase of twenty-six (26) Grizzly Adjustable Basketball Court Systems and additional accessories for a total not-to-exceed cost of $133,864.49 (Exhibit No. 1; "Purchase Agreement"), utilizing the cooperative purchasing bidding exemption pursuant to CMC 2611(g) and Omnia Partners cooperative purchasing agreement #R201101 for purposes of compliance with the bidding requirements of the purchasing ordinance.
2. APPROVE the proposed Public Works Agreement with BSN Sports, LLC, for the removal of the existing basketball court systems and the installation of the new Grizzly adjustable basketball systems for a total not-to-exceed Contract Sum of $74,995.00 (Exhibit No. 2; "Public Works Agreement").
3. AUTHORIZE Mayor to execute the Purchase Agreement and the Public Works Agreement, following approval as to form by the City Attorney.

## III. ALTERNATIVES

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

## IV. BACKGROUND

The City owns, operates, and maintains approximately sixteen (16) basketball courts, resulting in more than twenty (20) basketball court systems. With residents' regular use of the parks, and the City's basketball courts specifically, there has been significant wear and tear to these basketball court systems. This circumstance has negatively impacted the park's aesthetic appeal, and more importantly, the safety and performance of these systems. Additionally, they are outdated and need of repair, but locating spare parts has proven challenging. Therefore, staff determined that to ensure that residents are provided with a safe and enjoyable experience at these recreation facilities, new basketball court systems are needed.

The proposed Grizzly Adjustable Basketball Court System, recently installed at Anderson Park, has been well-received by residents who appreciate both its functionality and appearance, providing a modern look that aligns with the city's goal of creating a welcoming and safe space. The system is durable and designed to withstand heavy usage, while also allowing for height adjustments that can accommodate players of various heights, ages, and skill levels.

Section 2611(g) of the Carson Municipal Code ("CMC") allows the City, through its Purchasing Manager, to dispense with competitive bidding processes to purchase materials, supplies, equipment, or services by utilizing a cooperative purchasing program engaged in by any local, county, state, or federal public entity or entities. This policy applies even if the contracts and implementing agreements entered into by the participating entity or association under those cooperative purchasing programs were not entered into under a process that resulted in the contract being awarded to the lowest responsible and responsive bidder under CMC 2610(i). This action is permissible provided the bidder was selected in compliance with the competitive bidding or proposal process requirements of any participating entity or association within three years of City's approval of the City contract entered into with the selected bidder via cooperative purchasing. The City Council has decided that the benefits to the City of utilizing cooperative purchasing outweigh any incremental higher price that may be paid by the City in certain instances as a result of not soliciting directly utilizing the lowest responsible and responsive bidder standard under CMC 2610(i).

Omnia Partners is a cooperative purchasing agency established to allow participating municipal agencies to reduce the cost of procurement by leveraging the benefits of contract purchasing. Through solicitations, Omnia contracts bring considerable value and efficiencies to members through nationally leveraged contracted suppliers with access to the highest quality products and brands. Each solicitation and Request for Proposal (RFP) contain language that includes all qualified customers in all fifty (50) states. It should be noted that the recommended cooperative purchasing procurement includes only purchase and delivery of the equipment, which is exempt from competitive bidding under CMC 2611(g). The City's Purchasing Manager has waived the formal bidding process for the purchase of the twenty-six (26) basketball court systems as permitted under Section 2611(g) of the CMC, and approved use of Omnia Partners cooperative purchasing agreement # R201101 for bidding compliance purposes. The pricing for the proposed purchase is the same pricing offered pursuant to Omnia Partners cooperative purchasing agreement #R201101. However, the contract between the City and the vendor, BSN Sports, LLC, for the City's purchase of the basketball court systems would be the proposed Purchase Agreement.

The cooperative purchasing exemption is not available for public projects under CMC 2612. Installation of the basketball court systems is recommended to be accomplished via approval of the separate Public Works agreement with BSN Sports, LLC. The scope of work under the proposed Agreement includes, but is not limited to, the removal and disposal of the existing basketball court systems at Calas, Carson, Dolphin, Hemingway, Foisia, Veterans, Stevenson, and Dominguez Parks, as well as the installation of the new Grizzly adjustable court systems at these facilities. The work under the proposed Agreement constitutes a public project within the meaning of CMC Section 2612 and Public Contracts Code (PCC) Section 22032. Pursuant to PCC Section 22032, public projects of $75,000 or less may be performed by negotiated contract; there are no formal or informal bidding procedures applicable to public projects of $75,000 or less. The cost of this public project is $74,995.00. Accordingly, there are no applicable bidding procedures, and the City may proceed via negotiated contract with BSN Sports, LLC.

Staff is seeking the approval by the City Council to purchase the basketball systems for the parks, and approve the Public Works contract to remove the old equipment and install the new systems.

## V. FISCAL IMPACT

There is no additional funding requested at this time. The total appropriation is available within the Community Services Department General Fund budget in Account Numbers:

101-90-950-680-6009: $50,373.00

101-90-950-680-6027: $80,000

101-90-950-260-6027: $13,220

101-90-950-355-6027: $9,390.00

101-90-950-258-6027: $20,000.00

101-90-950-256-6027: $16,678.00

101-90-950-252-6027: $19,339.00

## VI. EXHIBITS

1. Purchase Agreement
2. Public Works Contract

**Attachments**

(BSN Sports) Purchase Agreement.pdf
(BSN Sports) Public Works Agreement .pdf

**PURCHASE AGREEMENT**
**BY AND BETWEEN**
**THE CITY OF CARSON AND**
**BSN SPORTS, LLC**

**THIS PURCHASE AGREEMENT** ("Agreement") is executed this _____ day of _____, 2025 ("Effective Date"), by and between the CITY OF CARSON, a California municipal corporation ("City"), and BSN SPORTS, LLC, a Delaware limited liability company ("Seller"). City and Seller may be referred to, sometimes individually or collectively, as "Party" or "Parties."

**1. Purchase and Sale of Goods.** On and subject to the terms and conditions set forth in this Agreement, Seller agrees to sell and deliver to City and City agrees to purchase and accept from Seller the Basketball Systems described herein and specified in Exhibit "A" attached hereto and incorporated herein by this reference ("Goods"), for the total purchase price ("Purchase Price") set forth in Section 3.

**2. Description of Goods.** The Goods being sold by Seller to City consists of 26 Grizzly Adjustable Basketball Systems and #715DAT Cables with Laminated Steel, as described herein and as specified in Exhibit "A."

**3. Purchase Price.** The total Purchase Price which City agrees to pay to Seller for purchase and sale of the Goods and their delivery is not to exceed **One Hundred Thirty-Three Thousand Eight Hundred Forty-Six Dollars and Forty-Nine Cents ($133,846.49)**, as provided in further detail in Exhibit "A".

**4. Term.** The term of this Agreement shall expire after City's acceptance of the Goods and City's payment therefor following Seller's submission of the requisite invoice, and subject to any applicable warranty of the Goods.

**5. Representations and Warranties of Seller.** Seller makes the following representations and warranties to City:

**5.1. Authority and Consents.** Seller has the right, power, legal capacity and authority to enter into and perform its obligations under this Agreement. No approvals or consents of any persons are necessary in connection with Seller's execution, delivery, and performance of this Agreement, except for such as have been obtained on or prior to the date hereof. The execution, delivery, and performance of this Agreement by Seller have been duly authorized by all necessary action on the part of Seller and constitute the legal, valid and binding obligations of Seller, enforceable against Seller in accordance with their respective terms.

**5.2. Title and Operating Condition.** Seller has good and marketable title to the Goods. The Goods are free and clear of any restrictions on or conditions to transfer or assignment, and City will acquire absolute title to the Goods free and clear of mortgages, liens, pledges, charges, encumbrances, equities, claims, covenants, conditions and restrictions except for such as may be created or granted by City. The Goods are in conformity with the manufacturer's specifications, descriptions, representations and warranties. Seller is aware that City is purchasing

the Goods for use in City's operations and that City is relying on Seller's warranties that the Goods are fit for this purpose and the ordinary purposes for which the Goods are normally used.

**6. Time of Delivery.** The date and time of delivery of the Goods shall be no later than 60 days following issuance of a Notice to Proceed by City's Contract Officer, or if elected by the City's Contract Officer, as otherwise requested by the City, during City's business hours which are Monday through Thursday 7:00 am to 3:30 pm. In the latter case, City will provide Seller with a scheduled delivery date for the site listed in Section 7.

**7. Place of Delivery.** The Goods shall be shipped/delivered to City of Carson, Building B # Receiving Warehouse, 18620 S. Broadway, Gardena, CA 90248, and offloaded there by Seller.

**8. Title and Risk of Loss; Payment and Invoicing.** Title to and the risk of loss, damage and destruction of the Goods shall remain with the Seller until after inspection and acceptance of the Goods by City, and payment by City of the Purchase Price. Seller shall invoice City in the amount of the Purchase Price for purchase of the Goods, and City shall remit payment by no later than forty-five (45) days after City's acceptance of the Goods.

**9. Inspection.** After delivery of the Goods, City shall inspect the Goods within a reasonable time not to exceed thirty (30) days and provide written notice to the Seller specifying any defects or other objections, unless City intends to accept the Goods in whole, in which case no notice will be necessary. Acceptance of the Goods, whether in whole or in part, shall not be deemed a waiver of any defects identified by the City, nor any defects later discovered by the City, and specified to the Seller in writing.

**10. No Replacements or Cures.** This Agreement calls for strict compliance. Seller expressly agrees that both the Goods tendered and the tender itself will conform fully to the terms and conditions of the Agreement on the original tender. In the event of rejection by City of the whole of the Goods or any part thereof, City may, but is not required to, accept any substitute performance from Seller or engage in subsequent efforts to effect a cure of the original tender by Seller.

**11. Insurance Coverages**.

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

**(a) Commercial General Liability Insurance**. A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than $1,000,000.00 per occurrence or if a general aggregate limit is used, 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 Seller against any loss,

claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by Seller in the course of carrying out the work or services contemplated in this Agreement, with Employer's Liability insurance coverage limits of at least $1,000,000.00.

**(c) Automotive Insurance.** A policy of comprehensive automobile liability insurance written on a per occurrence basis for bodily injury and property damage in an amount not less than $1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars, and any other automobile.

**(d) Subcontractors.** Seller shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

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

**11.2 General Insurance Requirements.** All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Seller's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. The insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, Seller shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section to the Contract Officer. No work or services under this Agreement shall commence until Seller has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City. The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A-" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the City's Risk Manager or other designee of the City due to unique circumstances.

**12. Indemnification.** Seller agrees to defend, indemnify, protect and hold harmless the City, its officers, officials, employees, agents and volunteers from and against any and all claims, demands, losses, damages, costs and liability of any kind or nature (including reasonable attorney's fees) which the City, its officers, officials, employees, agents or volunteers may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to

property (i) arising out of or from the Goods or delivery or offloading of the Goods, and (ii) to the extent arising from (a) Seller's negligent acts, omissions or willful misconduct, (b) Seller's ownership or possession of the Goods during any period ending on or prior to the Effective Date, (c) Seller's replacement of the Goods or any part thereof pursuant to this Agreement, and (d) Seller's breach of any of its representations, warranties or covenants under this Agreement.

**13. Remedies.** The remedies and rights conferred on the City by this Agreement are in addition to and cumulative with all other remedies and rights accorded the City under law or equity. Without limiting the generality of the foregoing, Seller agrees that if there is any defect in the Goods, as determined in City's sole and absolute discretion, and upon written notice thereof given to Seller, Seller shall replace the defective Goods without delay or cost to the City. In the event of Seller's failure to replace the Goods within ten (10) calendar days after being notified of such defects, City is hereby authorized to contract with another party for the purchase of replacement of Goods, and Seller shall reimburse City for all such costs immediately upon demand.

**14. Survival of Representations and Warranties.** All representations, warranties, covenants and agreements of the Parties contained in this Agreement shall survive the execution, delivery and performance of this Agreement.

**15. Assignment.** This Agreement may not be assigned by Seller without the express written consent of City. This Agreement shall be binding on, and shall inure to the benefit of, the Parties and their respective heirs, legal representatives, successors and assigns. All Goods manufacturer's warranties shall be assigned to and turned over to the City.

**16. Severability.** If any provision of this Agreement is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the Parties that all other provisions of this Agreement be construed to remain fully valid, enforceable, and binding on the Parties.

**17. Entire Agreement: Modification: Waiver.** This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, representations and understandings of the Parties, whether oral or written. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all the Parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.

**18. Contract Officer.** Freddy Loza, Public Works Superintendent, or such person as may be designated by the City Manager is hereby designated as being the representative of the City authorized to act on its behalf with respect to this Agreement and to make all decisions in connection therewith ("Contract Officer").

**19. Notices.** All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the Party to whom notice is to be given, or on the third day after mailing if mailed to the Party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, and properly addressed as follows:

To Seller at: BSN Sports, LLC
Attn.: Hamilton Pollard
23848 Hawthorne Blvd., Suite 100
PO Box 841393
Dallas, TX 75284-1393

To City at: City of Carson
701 East Carson Street
Carson, CA 90745
Attn: City Manager

Any Party may change its address for purposes of this paragraph by giving the other Party written notice of the new address in the manner set forth above.

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

Seller's Authorized Initials _____

**21. Effects of Headings.** The subject headings of the sections and subsections of this Agreement are included for convenience only and shall not affect or be considered in the construction or interpretation of any of its provisions.

**22. Counterparts.** This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile and electronic signatures shall be deemed the same as original signatures.

**23. Governing Law.** This Agreement shall be construed in accordance with, and governed by, the laws of the State of California as applied to contracts that are executed and performed entirely in California.

**24. Termination.** City may terminate this Agreement for any reason whatsoever, prior to delivery of the Goods and City's payment of the Purchase Price therefore as set forth herein.

**25. Venue.** All proceedings involving disputes over the terms, provisions, covenants or conditions contained in this Agreement and all proceedings involving any enforcement action related to this Agreement shall be initiated and conducted in the applicable court or forum in Los Angeles County, California.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties to this Agreement have duly executed in on the day and year first above written.

**CITY**:

CITY OF CARSON, a municipal corporation

_____
Lula Davis-Holmes, Mayor

**ATTEST**:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
[pks]

**SELLER**:

BSN Sports, LLC, a California corporation

_____
Name:
Title:

_____
Name:
Title:

**If Seller is a limited liability company, any one of the following options will satisfy City's signature requirements pursuant to the Corporations Code. Option A: One signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. Option B: Signatures required from two managers unless the LLC is managed by one manager per its articles of organization, in which case only one signature from that manager is required. Option C: One signature required from any member unless the LLC is manager-managed per its articles of organization. Option D: One signature required from any manager if the LLC is manager-managed per its articles of organization.. SELLER'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO SELLER'S BUSINESS ENTITY.**

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

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

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

WITNESS my hand and official seal.

Signature: _____

**OPTIONAL**

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

**CAPACITY CLAIMED BY SIGNER**

☐ INDIVIDUAL
☐ CORPORATE OFFICER
_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____
_____

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

**DESCRIPTION OF ATTACHED DOCUMENT**

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

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

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

WITNESS my hand and official seal.

Signature: _____

**OPTIONAL**

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

**CAPACITY CLAIMED BY SIGNER**

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____

_____

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

_____
_____

**DESCRIPTION OF ATTACHED DOCUMENT**

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

# EXHIBIT A

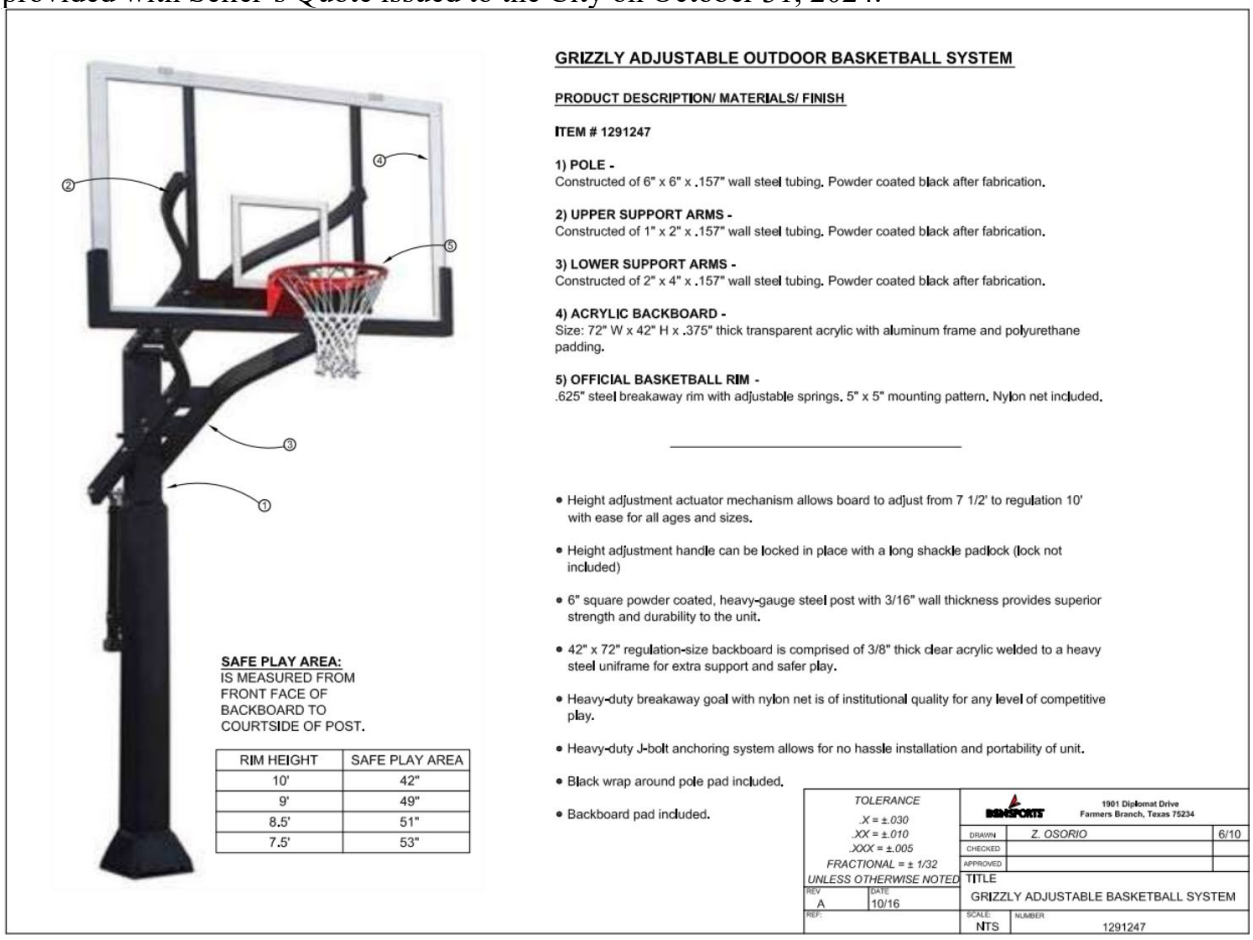
## DESCRIPTION OF GOODS AND PRICING

| Item Description | Qty | Unit Price | Total |
|---|---|---|---|
| **GRIZZLY ADJ. BASKETBALL SYSTEM**<br>Item # - 1291247 | 26 EA | $ 3,999.99 | $ 103,999.74 |
| **#715DAT CABLE WITH LAMINATED STEEL**<br>Item # - NSPHG | 26 EA | $ 14.00 | $ 364.00 |

| | |
|---|---|
| Subtotal: | $104,363.74 |
| Other: | $0.00 |
| Freight: | $18,785.47 |
| Sales Tax: | $10,697.28 |
| Order Total: | $133,846.49 |
| Payment/Credit Applied: | $0.00 |
| **Order Total:** | **$133,846.49** |

**26 adjustable Grizzly Basketball systems. Pole Pad Included. Height adjusts from 7.5' to 10'.6"x6"square powder coated posts. 42"x72" backboard welded to frame.**

Further details of the Goods are as shown in the specification below dated October 16, 2024 and provided with Seller's Quote issued to the City on October 31, 2024.



**GRIZZLY ADJUSTABLE OUTDOOR BASKETBALL SYSTEM**

**PRODUCT DESCRIPTION/ MATERIALS/ FINISH**

**ITEM # 1291247**

**1) POLE -**
Constructed of 6" x 6" x .157" wall steel tubing. Powder coated black after fabrication.

**2) UPPER SUPPORT ARMS -**
Constructed of 1" x 2" x .157" wall steel tubing. Powder coated black after fabrication.

**3) LOWER SUPPORT ARMS -**
Constructed of 2" x 4" x .157" wall steel tubing. Powder coated black after fabrication.

**4) ACRYLIC BACKBOARD -**
Size: 72" W x 42" H x .375" thick transparent acrylic with aluminum frame and polyurethane padding.

**5) OFFICIAL BASKETBALL RIM -**
.625" steel breakaway rim with adjustable springs. 5" x 5" mounting pattern. Nylon net included.

- Height adjustment actuator mechanism allows board to adjust from 7 1/2' to regulation 10' with ease for all ages and sizes.
- Height adjustment handle can be locked in place with a long shackle padlock (lock not included)
- 6" square powder coated, heavy-gauge steel post with 3/16" wall thickness provides superior strength and durability to the unit.
- 42" x 72" regulation-size backboard is comprised of 3/8" thick clear acrylic welded to a heavy steel uniframe for extra support and safer play.
- Heavy-duty breakaway goal with nylon net is of institutional quality for any level of competitive play.
- Heavy-duty J-bolt anchoring system allows for no hassle installation and portability of unit.
- Black wrap around pole pad included.
- Backboard pad included.

**SAFE PLAY AREA:**
IS MEASURED FROM FRONT FACE OF BACKBOARD TO COURTSIDE OF POST.

| RIM HEIGHT | SAFE PLAY AREA |
|---|---|
| 10' | 42" |
| 9' | 49" |
| 8.5' | 51" |
| 7.5' | 53" |

TOLERANCE
.X = ±.030
.XX = ±.010
.XXX = ±.005
FRACTIONAL = ± 1/32
UNLESS OTHERWISE NOTED

BSNSPORTS 1901 Diplomat Drive Farmers Branch, Texas 75234

| | | |
|---|---|---|
| DRAWN | Z. OSORIO | 6/10 |
| CHECKED | | |
| APPROVED | | |

TITLE: GRIZZLY ADJUSTABLE BASKETBALL SYSTEM

| REV | DATE | SCALE | NUMBER |
|---|---|---|---|
| A | 10/16 | NTS | 1291247 |

However, assembly/installation of the Goods is not within the scope of this Agreement, nor is demolition/removal of any existing basketball systems. The terms and conditions set forth in said Quote, are hereby expressly excluded from this Agreement.

Pricing is per Omnia Partners Contract #R201101 Effective 10/01/2020 – 09/30/2023 with two renewal periods exercised through 09/30/2025.

**PUBLIC WORKS AGREEMENT**
**BETWEEN THE CITY OF CARSON AND**
**BSN SPORTS, LLC**

THIS PUBLIC WORKS AGREEMENT ("**Agreement**") is made and entered into this ____ day of _____, 2025, by and between the City of Carson, a California charter city ("**City**") and BSN SPORTS, LLC, a Delaware limited liability company ("**Contractor**"). City and Contractor may be referred to, sometimes individually or collectively, as "Party" or "Parties."

## RECITALS

A. The City desires to retain Contractor, on an independent contractor basis, to perform services for public works, as more particularly described below.

B. Contractor represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

C. Pursuant to the City of Carson Municipal Code and California state law, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Contractor for performance of the services and desire that the terms of that performance be as particularly defined and described herein.

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

## AGREEMENT

### ARTICLE 1. CONTRACTOR SERVICES

#### 1.1 Scope of Work.

The Contractor shall perform all of the work, furnish all labor, materials, equipment, tools, utility services, and transportation, and comply with all of the specifications and requirements in the "Scope of Work" attached hereto as Exhibit A and incorporated herein by this reference. Except as otherwise provided in Exhibit A, the Scope of Work shall include the Contractor's Quote dated December 30, 2024 ("Proposal") and other Bid Documents for the project entitled Basketball Court Systems Installation ("**Project**"). All such work shall be performed in a good and workmanlike manner, as reasonably determined by the City, and shall be performed in compliance with all local, state, and federal laws and regulations. As used herein, "**Bid Documents**" refers to all of the documents included in the solicitation of bids for the Project, including but not limited to, the Proposal, 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, except as otherwise

provided in Exhibit A. In the event of any conflict between the terms of the Bid Documents and this Agreement, the terms of this Agreement shall govern.

**1.2 Incorporation of Greenbook.**

The provisions of the 2021 Edition of the Standard Specifications for Public Works Construction, as updated by errata, ("Greenbook") are incorporated herein, except as explicitly modified by the Bid Documents. In the event of any conflict between the provisions of the Greenbook and this Agreement, the terms of this Agreement shall govern.

**1.3 Compliance with Labor and Wage Laws.**

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

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

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

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

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

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

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

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

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

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

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

### 1.4 Compliance with Project Labor Agreement

If and to the extent that the work to be performed under this Agreement is within the scope of the City's Project Labor Agreement, which was fully executed as of March 4, 2020, by and between the City and the Los Angeles/Orange Counties Building and Construction Trades Council and the Signatory Craft Councils and Unions (the "Project Labor Agreement"), City and Contractor acknowledge and agree that Contractor is required to comply with the provisions of the Project Labor Agreement, and that in the event of a conflict between the provisions of this Agreement and the Project Labor Agreement, the Project Labor Agreement shall supersede and take precedence over the conflicting provision(s) of this Agreement.

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

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

### 1.6 Familiarity with Work.

By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of work to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder.

### 1.7 Discovery of Unknown Conditions.

(a) Pursuant to Public Contract Code section 7104, Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any: (i) material Contractor believes may be hazardous waste as defined in Section 25117 of the Health & Safety Code required to be removed to a Class I, II, or III disposal site in accordance with existing law; (ii) subsurface or latent physical conditions at the site, materially different from those indicated by information about the site made available to bidders prior to the deadline for submitting bids on the project; or (iii) unknown physical conditions at the site of any unusual nature, different from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement.

(b) City shall promptly investigate the conditions, and if it finds that the conditions do materially differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work, shall issue a change order in accordance with this Agreement.

(c) In the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date set, but shall proceed with all work to be performed under the Agreement. Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

**1.8 Unidentified Utilities.**

To the extent required by Government Code section 4215, City will compensate Contractor for the cost of locating, repairing damage not due to the failure of Contractor to exercise reasonable care, and removing or relocating utility facilities not identified by City in the Bid Documents with reasonable accuracy, and for equipment on the project necessarily idled during such work. Nothing herein shall be deemed to require City to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the project site can be inferred from the presence of other visible facilities, such as buildings, meters, and junction boxes, on or adjacent to the site of the construction; provided, however, nothing herein shall relieve City from identifying main or trunklines in the plans and specifications. If Contractor, while performing the work, discovers utility facilities not identified by City in the plans or specifications, Contractor shall immediately notify City and the utility in writing. This Agreement is subject to Government Code sections 4126 through 4216.9. Contractor must notify utilities and obtain an identification number before excavation or be subject to liability for damages to subsurface installations.

**1.9 Trench Excavation.**

Pursuant to Labor Code section 6705, if this Agreement is for more than $25,000 and requires the excavation of any trench or trenches five feet or more in depth, Contractor shall submit, in advance of such excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. The plan shall be reviewed and accepted by the City, or a registered civil or structural engineer employed by the City to whom authority has been delegated, prior to the excavation. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. This section shall not be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders. This subsection shall not be construed to impose tort liability on the City or any of its employees. Full compensation for sheeting, shoring, bracing, sloping, and all other provisions required for worker protection shall be considered as included in the contract price shown in the appropriate Bid Item, and no additional compensation will be allowed therefor.

**1.10 Protection and Care of Work and Materials.**

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

negligence. Stored materials shall be reasonably accessible for inspection. Contractor shall not, without City's consent, assign, sell, mortgage, hypothecate, or remove equipment or materials which have been installed or delivered and which may be necessary for the completion of the work.

**1.11 Warranty.**

Contractor warrants all work under the Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the work or non-conformance of the work to the Agreement, commence and prosecute with due diligence all work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act as soon as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair, remove and replace any portions of the work (or work of other contractors) damaged by its defective work or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

**1.12 Additional Work and Change Orders.**

(a) City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Work or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the City's Director of Public Works or City Engineer, or either of their designees, to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor ("**Change Order**"). All Change

Orders must be signed by the Contractor and City's City Manager or designee prior to commencing the extra work thereunder.

(b) Any increase in compensation of up to ten percent (10%) of the Contract Sum or any increase in the time to perform of up to one hundred eighty (180) days and which are not detrimental to the Work or to the interest of the City, may be approved by the City's Director of Public Works or City Engineer, or either of their designees. Any greater increases, taken either separately or cumulatively, must be approved by the City Council.

(c) Any adjustment in the Contract Sum for a Change Order must be in accordance with the rates set forth in the Contractor's Bid. If the rates in the Contractor's Bid do not cover the type of work in the Change Order, the cost of such work shall not exceed an amount agreed upon in writing and signed by Contractor and City's City Manager or designee. If the cost of the Change Order cannot be agreed upon, the City will pay for actual work of the Change Order completed, to the satisfaction of the City, as follows:

(i) Labor: The cost of labor shall be the actual cost for wages of workers and subcontractors performing the work for the Change Order at the time such work is done. The use of labor classifications that would increase the cost of such work shall not be permitted.

(ii) Materials and Equipment: The cost of materials and equipment shall be at cost to Contractor or lowest current price which such materials and equipment are reasonably available at the time the work is done, whichever is lower.

(iii) If the cost of the extra work cannot be agreed upon, the Contractor must provide a daily report that includes invoices for labor, materials and equipment costs for the work under the Change Order. The daily report must include: list of names of workers, classifications, and hours worked; description and list of quantities of materials used; type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable; description of other City authorized services and expenditures in such detail as the City may require. Failure to submit a daily report by the close of the next working day may, at the City's sole and absolute discretion, waive the Contractor's rights for that day.

(d) It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Work. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Work may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors.

(e) No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

**1.13 CARB Compliance.**

For a project involving the use of in-use off-road diesel-fueled vehicles, as defined by 13 CCR 2449, Contractor shall obtain copies of the valid Certificates of Reported Compliance, as

described in 13 CCR 2449(n), for the fleet performing services pursuant to this contract and all listed subcontractors, if applicable, prior to commencing any work pursuant to this Contract or any renewed contract with that fleet. Contractor shall indemnify, defend and hold harmless the District, its officers, agents, employees and directors from any liability imposed arising from Contractor's violation of any regulation set forth in 13 CCR 2449.

### 1.14 Special Requirements.

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

## ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

### 2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts set forth in Exhibit A attached hereto and incorporated herein by this reference. Subject to any additions or deductions that may be made by change order or amendment, and any penalties or damages that may be assessed against Contractor, Contractor shall receive total compensation, including reimbursement of Contractor's expenses, of an amount not to exceed **Seventy-Four Thousand Nine Hundred Ninety-Five Dollars ($74,995.00)** ("**Contract Sum**") for completion of the work. The Contract Sum shall constitute full compensation for furnishing all materials and for doing all the work contemplated and embraced in this Agreement; and also for all loss or damage arising out of the nature of the work, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Bid Documents and this Agreement. The Contract Sum shall be made in the form of progress payments subject to retention pursuant to Section 2.4.

### 2.2 Invoices.

Each month Contractor shall furnish to City an original invoice for all work performed during the preceding month using the form attached hereto as Exhibit E and incorporated herein by this reference. By submitting an invoice for payment under this Agreement, Contractor is certifying compliance with all provisions of the Agreement.

All invoices shall include a copy of Contractor's Certified Payroll and proof that Certified Payroll has been submitted to the DIR. Contractor shall also submit a list of the prevailing wage rates (including federal prevailing wage rates, if applicable) for all employees and subcontractors providing services under this Agreement, as applicable, with Contractor's first invoice. If these rates change at any time during the term of the Agreement, Contractor shall submit a new list of rates to the City with its first invoice following the effective date of the rate change.

**2.3 Payment.**

(a) Payments Made by City. City shall independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Contractor which are disputed by City, City will cause Contractor to be paid any progress payment within thirty (30) days of receipt of Contractor's correct and undisputed invoice; however, Contractor acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event that City does not cause Contractor to be paid any progress payment within thirty (30) days of receipt of an undisputed and properly submitted invoice and provided the Project is for construction, Contractor shall be entitled to the payment of interest to the extent allowed under Public Contract Code Section 20104.50. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor, not later than seven (7) days after receipt by the City, for correction and resubmission. Returned invoices shall be accompanied by a document setting forth in writing the reasons why the payment request was rejected. Review and payment by the City of any invoice provided by the Contractor shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

(b) Payments Made by Contractor to Subcontractors. Contractor shall remit payments owed to subcontractors within fifteen (15) calendar days after receiving payments by City if payments are owed by Contractor to any subcontractor qualifying as a small business enterprise, and within thirty (30) calendar days if payments are owed by Contractor to any subcontractor other than a small business enterprise.

**2.4 Retention.**

Pursuant to Section 9203 of the Public Contract Code, City will deduct a five percent (5%) retention from all progress payments, which shall be released to Contractor no later than sixty (60) days from completion of the work in accordance with Section 7107 of the Public Contract Code. In the event of a dispute between City and Contractor, City may withhold from the final payment an amount not to exceed one hundred fifty percent (150%) of the disputed amount.

**2.5 Waiver.**

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

**2.6 Substitution of Securities.**

(a) In conformance with the State of California Public Contract Code, Part 5, Section 22300, Contractor may substitute securities for any monies withheld by the City to ensure performance under this Agreement.

(b) At the request and expense of Contractor, Contractor has the option of establishing an escrow account with a state or federally chartered bank which shall serve as an escrow agent, for Contractor's direct deposit of securities as a substitute for retention earnings required to be withheld by the City. Upon Contractor's completion of its obligations hereunder, as evidenced by the City's acceptance of the work pursuant to Section 3.3 hereof, the escrow agent shall return the securities to Contractor. The escrow agent shall notify the City within ten (10) days after deposit of the securities. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention. Securities shall be held in the name of the City and shall designate Contractor as the beneficial owner. Alternatively, on written request of Contractor, the City shall make payments of the retention earnings directly to the escrow account.

## ARTICLE 3. PERFORMANCE SCHEDULE

### 3.1 Schedule of Performance.

Except as otherwise provided in Exhibit A, Contractor shall complete the Project within one hundred eighty (180) calendar days after receiving a "Notice to Proceed" from the City in accordance with any schedule contained in or required to be provided by the Proposal or Bid Documents, and any revisions thereof approved by the City in writing. Time is of the essence. If the work is not completed within said time period, liquidated damages shall apply. The term of this Agreement shall expire one (1) year following City's acceptance of the Project.

### 3.2 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of One Thousand Dollars ($1,000.00) as liquidated damages for each working day of delay in the performance of any service required hereunder. The City may withhold any accrued liquidated damages from any monies payable on account of services performed by the Contractor. To the extent required by Government Code section 4215, Contractor shall not be assessed liquidated damages for delay in completion of the work when such delay was caused by the failure of the City or owner of the utility to provide for removal or relocation of utility facilities.

### 3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the Project Manager in writing of the causes of the delay. The Project Manager shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Project Manager such delay is justified. The Project Manager's determination

shall be final and conclusive upon the Parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

### 3.4 Final Acceptance.

Acceptance of the Project shall only be by action of the City Council. Neither the acceptance nor any prior inspections or failure to inspect shall constitute a waiver by City of any defects in the work. From and after acceptance, the Project shall be owned and operated by City. As a condition to acceptance, Contractor shall certify to City in writing that all of the work has been performed in strict conformity with the Agreement and that all costs have been paid or supplied to City for security required herein, satisfactory to City, guaranteeing such performance.

## ARTICLE 4. COORDINATION OF WORK

### 4.1 Representatives and Personnel of Contractor.

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

| | |
|---|---|
| Hamilton Pollard | Project Manager |
| (Name) | (Title) |
| _____ | _____ |
| (Name) | (Title) |
| _____ | _____ |
| (Name) | (Title) |

The Principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. All personnel of Contractor, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the Principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City. Additionally, Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Contractor shall notify City of any changes in Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

### 4.2 Status of Contractor.

Contractor shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in

writing by City. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Contractor, nor any of Contractor's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Contractor expressly waives any claim Contractor may have to any such rights.

**4.3 Project Manager.**

The Project Manager shall be Freddy Loza, Public Works Superintendent, or any other person as may be designated by the City's Director of Public Works or City Engineer. It shall be the Contractor's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager. The Project Manager shall have authority, if specified in writing by the City's Director of Public Works or City Engineer , to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

**4.4 Independent Contractor.**

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

**4.5 Prohibition Against Subcontracting or Assignment.**

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

## ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

### 5.1 Insurance Coverages.

Without limiting Contractor's indemnification of City, and prior to commencement of any services under this Agreement, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

(a) General Liability Insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form ISO CGL CG 00 01 or equivalent, in an amount not less than $5,000,000 per occurrence, $10,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile liability insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form ISO CA 00 01, including "any auto" and endorsement CA 0025 or equivalent, covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $2,000,000 combined single limit for each accident.

(c) Workers' compensation insurance. Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least $1,000,000).

(d) Builder's Risk Insurance. Contractor shall maintain Builder's Risk (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions or provisional limit provisions. The policy must include: (1) coverage for any ensuing loss from faulty workmanship, nonconforming work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the project; (4) ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) ocean marine cargo coverage insuring any project materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the project site or any staging area.

If the Project does not involve new or major reconstruction, then at the option of City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the work, including during transit, installation, and testing at the Project site.

(e) Pollution Liability Insurance. Contractor shall maintain Environmental Impairment Liability insurance, written on a Contractor's Pollution Liability form or other form acceptable to City providing coverage for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy limit shall be no less than $1,000,000 per claim and $2,000,000 in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

Products/completed operations coverage shall extend a minimum of three (3) years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

**5.2 General Insurance Requirements.**

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

(b) Proof of Insurance. Contractor shall provide certificates of insurance and endorsements to City as evidence of the insurance coverages required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(c) Duration of Coverage. Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Contractor, its agents, representatives, employees or subcontractors.

(d) Primary/noncontributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(e) City's Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may cancel this Agreement.

(f) Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

(g) Enforcement of Contract Provisions (non-estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(h) Requirements Not Limiting. Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(i) Notice of Cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(j) Additional Insured Status. General and auto liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) Prohibition of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

(l) Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) Pass Through Clause. Contractor agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

(n) Agency's Right to Revise Specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City and Contractor may renegotiate Contractor's compensation.

(o) Self-Insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

(p) Timely Notice of Claims. Contractor shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional Insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

**5.3 Indemnification.**

Contractor shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers (each, an "Indemnitee") from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work under this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both City and Contractor, or should City otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse the City its costs of defense, including without limitation reasonable legal counsels fees, expert fees and all other costs and fees of litigation. The Contractor shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the Contractor's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

Contractor obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of City under any provision of this Agreement, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

**5.4 Notification of Third-Party Claims.**

City shall timely notify Contractor of the receipt of any third-party claim relating to the work under this Agreement. City shall be entitled to recover from Contractor its reasonable costs incurred in providing such notification.

**5.5 Performance and Payment Bonds.**

Concurrently with execution of this Agreement, Contractor shall deliver to the City all of the following bonds if the Contract Sum should exceed $25,000:

(a) A performance bond securing the faithful performance of this Agreement, in an amount not less than 100% of the total compensation for this Agreement, as stated in Section 2.1.

(b) A payment bond, securing the payment of all persons furnishing labor and/or materials in connection with the work under this Agreement, in an amount not less than 100% of the total compensation for this Agreement, as stated in Section 2.1.

All bonds shall be on the applicable forms provided in Exhibit "C" and Exhibit "D" attached hereto and made part hereof. The bonds shall each contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his/her power of attorney. The bonds shall be unconditional and remain in force during the entire term of the Agreement until released pursuant to Section 5.7 hereof.

**5.6 Sufficiency of Insurer or Surety.**

Insurance and bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A-" or better in the most recent edition of Best's Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better. If the City determines that the work to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the bonds may be changed accordingly upon receipt of written notice from the City's Risk Manager.

**5.7 Release of Securities.**

City shall release the performance bond and payment bond when the following have occurred:

(a) Contractor has made a written request for release and provided evidence of satisfaction of all other requirements under Article 5 of this Agreement;

(b) the Project has been accepted; and

(c) after passage of the time within which lien claims are required to be made pursuant to applicable laws; if lien claims have been timely filed, City shall hold the payment bond until such claims have been resolved, Contractor has provided statutory bond, or otherwise as required by applicable law.

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

### 6.1 Records.

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

### 6.2 Reports.

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

### 6.3 Ownership of Documents.

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

### 6.4 Confidentiality and Release of Information.

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

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

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

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

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

## ARTICLE 7. ENFORCEMENT OF AGREEMENT; DEFAULT, SUSPENSION AND TERMINATION

### 7.1 California Law.

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

### 7.2 Default of Contractor.

Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminate or suspend this Agreement immediately by written notice to Contractor. If the Project Manager determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, the Project Manager shall cause to be served upon Contractor a written notice of the default. Contractor shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that Contractor fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

### 7.3 Suspension and Termination.

(a) The City may at any time, for any reason, with or without cause, suspend this Agreement, or any portion hereof, by serving upon Contractor at least ten (10) days prior written notice. Upon receipt of said notice, Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends a portion of this Agreement such suspension shall not make void or invalidate the remainder of this Agreement.

(b) This Agreement may be terminated by either party for cause. The City may terminate this Agreement without cause upon thirty (30) days' written notice of termination. Upon termination, Contractor shall be entitled to compensation for completion of any portion of the Project accepted by City up to the effective date of termination unless any portion of the Project is accepted by City after termination in which event Contractor shall be paid for such completed portion.

**7.4 Dispute Resolution Process.**

Section 20104 *et seq*. of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial-supervised mediation, and judicial arbitration to resolve disputes on construction claims of $375,000 or less. Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 *et seq*. and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with said statutes.

For purposes of these procedures, "claim" means a separate demand by the Contractor, after the City has denied Contractor's timely and duly made request for payment for extra work and/or a time extension, for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the Agreement and payment of which is not otherwise expressly provided for or the Contractor is not otherwise entitled to, or (C) an amount the payment of which is disputed by the City.

The following requirements apply to all claims to which this section applies:

(a) Claim Submittal. The claim shall be in writing and include the documents necessary to substantiate the claim. Claims governed by this procedure must be filed on or before the date of final payment. Nothing in this section is intended to extend the time limit or supersede notice requirements otherwise provided in the Agreement for the filing of claims, including all requirements pertaining to compensation or payment for extra work, disputed work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

(b) Supporting Documentation. The Contractor shall submit all claims in the following format:

(i) Summary of the claim, including references to the specific Contract Document provisions upon which the claim is based.

(ii) List of documents relating to claim: (a) Specifications, (b) Drawings, (c) Clarifications (Requests for Information), (d) Schedules, and (e) Other.

(iii) Chronology of events and correspondence related to the claim.

(iv) Statement of grounds for the claim.

(v) Analysis of the claim's cost, if any.

(vi) Analysis of the claim's time/schedule impact, if any.

(c) City's Response. Upon receipt of a claim pursuant to this section, City shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 days after the City issues its written statement.

(i) If the City needs approval from the City Council to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the City Council does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the City shall have up to three days following the next duly publicly noticed meeting of the City Council after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

(ii) Within 30 days of receipt of a claim, the City may request in writing additional documentation supporting the claim or relating to defenses or claims the City may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of City and the Contractor.

(iii) The City's written response to the claim, as further documented, shall be submitted to the Contractor within 30 days (if the claim is less than $50,000, within 15 days) after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

(d) Meet and Confer. If the Contractor disputes the City's written response, or the City fails to respond within the time prescribed, the Contractor may so notify the City, in writing, either within 15 days of receipt of the City's response or within 15 days of the City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the City shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the City issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. The City and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing, unless the parties agree to select a mediator at a later time.

(i) If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

(ii) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(iii) Unless otherwise agreed to by the City and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.

(iv) All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.

(f) City's Responses. The City's failure to respond to a claim from the Contractor within the time periods described in this section or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the City's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility of qualifications of the Contractor. City's failure to respond shall not waive City's rights to any subsequent procedures for the resolution of disputed claims.

(g) Government Code Claims. If following the mediation, the claim or any portion remains in dispute, the Contractor must comply with the claim procedures set forth in Government Code Section 900 *et seq.* prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, construction claims, and/or changed conditions, including any required mediation, have been followed by Contractor. If no such Government Code claim is submitted, or if the prerequisite contractual requirements are not satisfied, no action against the City may be filed. A Government Code claim must be filed no earlier than the date that Contractor completes all contractual prerequisites to filing a Government Code claim, including any required mediation. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted. For purposes of Government Code Section 900 *et seq*., the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim to the City until the time the claim is denied, including any period of time utilized by the meet and confer conference or mediation that does not result in a complete resolutions of all claims.

(h) Civil Actions for Claims of $375,000 or Less. The following procedures are established for all civil actions filed to resolve claims totaling $375,000 or less:

(i) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the procedures in this Section. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, either party may petition the court to appoint the mediator.

(ii) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(iii) Upon stipulation of the parties, arbitrators appointed for these purposes shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division.

(iv) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

**7.5 Waiver.**

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

**7.6 Rights and Remedies Are Cumulative.**

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

**7.7 Unfair Business Practices Claims.**

Pursuant to Public Contract Code section 7103.5, in entering into this Agreement, Contractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials related to this Agreement. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor without further acknowledgment by the Parties.

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

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

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

### 8.2 Conflict of Interest.

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

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

### 8.3 Covenant Against Discrimination.

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

### 8.4 Unauthorized Aliens.

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

## ARTICLE 9. MISCELLANEOUS PROVISIONS

### 9.1 Provisions Required By Law.

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the contract shall forthwith be physically amended to make such insertion or correction.

### 9.2 Notices.

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

### 9.3 Interpretation.

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

### 9.4 Counterparts.

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

### 9.5 Integration; Amendment.

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

### 9.6 Severability.

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

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

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

Contractor's Authorized Initials _____

### 9.8 Corporate Authority.

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

**[SIGNATURES ON FOLLOWING PAGE]**

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

**CITY**:

CITY OF CARSON, a California charter city

_____
David C. Robert, Jr., City Manager

**ATTEST:**

_____
Dr. Khaleah K. Bradshaw, City Clerk

**APPROVED AS TO FORM:**
ALESHIRE & WYNDER, LLP

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

**CONTRACTOR:**

BSN Sports, LLC, a Delaware limited liability company

*By: _____
Name: _____
Title: _____

*By: _____
Name: _____
Title: _____

Address: P.O. Box 841393
Dallas, TX 75284-1393

***If Contractor is a limited liability company, any one of the following options will satisfy City's signature requirements pursuant to the Corporations Code. Option A: One signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. Option B: Signatures required from two managers unless the LLC is managed by one manager per its articles of organization, in which case only one signature from that manager is required. Option C: One signature required from any member unless the LLC is manager-managed per its articles of organization. Option D: One signature required from any manager if the LLC is manager-managed per its articles of organization. CONTRACTOR'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 CONTRACTOR'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**

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____

_____

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

_____
_____

**DESCRIPTION OF ATTACHED DOCUMENT**

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

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

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

WITNESS my hand and official seal.

Signature: _____

**OPTIONAL**

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

**CAPACITY CLAIMED BY SIGNER**

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____

_____

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

_____
_____

**DESCRIPTION OF ATTACHED DOCUMENT**

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

# EXHIBIT A

## SCOPE OF WORK

| Item Description | Qty | Unit Price | Total |
|---|---|---|---|
| **Labor to install with Prevailing Wage**<br>Item # - NSPINNOTAX | 1 EA | $ 74,995.00 | $ 74,995.00 |

| | |
|---|---|
| Subtotal: | $74,995.00 |
| Other: | $0.00 |
| Freight: | $0.00 |
| Sales Tax: | $0.00 |
| Order Total: | $74,995.00 |
| Payment/Credit Applied: | $0.00 |
| **Order Total:** | **$74,995.00** |

**Labor and Material to remove 36 existing basketball posts, rims, and backboards. Assemble and install 26 adjustable Grizzly Basketball systems. Pole Pad Included. Height adjusts from 7.5' to 10'.6"x6"square powder coated posts. 42"x72" backboard welded to frame.**

**-**

**Labor Requires Prevailing Wage**

**-**

**Demo and removal includes cutting the post, removal of the footing, removal and disposal of debris.**

INSTALL Install - Site Work-

- Demo/remove the following Basketball hoops from the following sites: All posts to be cut at grade and patched with concrete.
- Carson: (4)
- Dolphin: (2)
- Hemingway: (4)
- Foisia: (4)
- Calas: (4)
- Veterans: (6)
- Stevenson: (6)
- Dominguez: (6)
- Remove and dispose spoils.

INSTALL Install - Playground Equipment-

- Installation only of the following new Grizzly Basketball Systems at the following sites:
- Carson: (2)
- Dolphin: (2)
- Hemingway: (2)
- Foisia: (4)
- Calas: (2)
- Veterans: (4)
- Stevenson: (4)
- Dominguez: (6)
- Demo old footing for new footing.
- Footings excavation, and concrete.
- Equipment assembly.
- Removal of spoils.

The sites listed above are City park sites (e.g., Carson Park, Dolphin Park, Hemingway Park, etc.) Further details of the new grizzly basketball systems to be installed by Contractor are as shown in the specification sheet for the Grizzly adjustable basketball court systems provided by Contractor dated October 16, 2024. However, notwithstanding any provision of the Proposal, purchase and shipping/delivery of the new basketball systems/equipment is not within the scope of this Agreement. Notwithstanding any provision of this Agreement to the contrary, this Agreement is strictly for labor, as described above. The terms and conditions set forth in the Proposal, aside from those relating to the demolition/removal and assembly/installation scope of work and pricing, are hereby expressly excluded from this Agreement.

# EXHIBIT B

## SPECIAL REQUIREMENTS

## (Superseding Contract Boilerplate)

If the Parties wish to revise provisions in the Agreement above (from page 1 through the signature page), then the revisions shall be presented in this Exhibit B, with deletions shown in ~~strike through~~ and additions shown in ***bold and italics***.

**I. Subsection (a) (General Liability Insurance) of Section 5.1 (Insurance Coverages) is hereby amended as follows:**

"(a) General Liability Insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form ISO CGL CG 00 01 or equivalent, in an amount not less than ***$1,000,000*** ~~$5,000,000~~ per occurrence, ***$2,000,000*** ~~$10,000,000~~ general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted."

**II. Subsection (b) (Automobile Liability Insurance) of Section 5.1 (Insurance Coverages) is hereby amended as follows:**

"(b) Automobile liability insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form ISO CA 00 01, including "any auto" and endorsement CA 0025 or equivalent, covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than ***$1,000,000*** ~~$2,000,000~~ combined single limit for each accident."

**III. Subsection (d) (Builder's Risk Insurance) of Section 5.1 (Insurance Coverages) is hereby deleted.**

**IV. Subsection (e) (Pollution Liability Insurance) of Section 5.1 (Insurance Coverages) is hereby deleted.**

# EXHIBIT C

## PERFORMANCE BOND

We, BSN Sports, LLC as Principal, and _____, as Surety, jointly and severally, firmly bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the City of Carson ("City") for payment of the penal sum of exceed **Seventy-Four Thousand Nine Hundred Ninety-Five Dollars ($74,995.00)**. City and Principal have entered into an agreement, or are about to enter into the agreement attached hereto and incorporated by reference herein, for completion of public works for the property(ies) referenced in said agreement. Surety herein approves of the terms and conditions of said agreement and binds itself to faithfully perform the obligations of Principal therein if Principal fails to so perform. Surety acknowledges that the agreement herein referenced shall be that document as executed by City and Principal.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal shall in all things stand to and abide by, and well and truly keep and perform all of the covenants, conditions, and provisions in said agreement, and any alteration thereof made as therein provided, on Principal's part to be kept and performed at the time and in the manner therein specified, and shall indemnify and save harmless the City, City's engineer, and their consultants, and each of their officials, directors, officers, employees and agents, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

Surety agrees that should it fail to take over and diligently perform the agreement upon Principal's default after notice and within the time specified in the agreement, Surety will promptly on demand deposit with City such amount as City may reasonably estimate as the cost of completing all of Principal's obligations. Surety's obligation for payment herein shall exist, notwithstanding any controversy between Principal and City regarding Principal's failure under the agreement, and payment by Surety should be conclusively presumed between the parties herein to relieve, as demanded, Surety's obligations herein and shall be deemed proper payment as between Principal and Surety.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the agreement, or the work to be performed thereunder or the plans and specifications, or any matters unknown to Surety which may affect Surety's risk shall in any wise affect its obligation on this bond, and it does thereby waive notice thereof.

Principal and Surety agree that if the City is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay City's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

Executed this _____day of _____, ____.

Seal of Corporation _____

By:_____
Authorized Representative of Principal

Title: _____

**(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVES)**

Any claims under this bond may be addressed to: (check one)

Surety's agent for service
of process in California: ( ) _____
[name of surety company]

_____ _____
Name Street Number

_____ _____
Street Number City and State

_____ _____
City and State Telephone Number

_____
Telephone Number

By:_____
Attorney in Fact or other
Representative

**(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVE)**

Furnish the name, address and phone number of the company agent as well as the surety company.

Sureties must be authorized to do business in and have an agent for service of process in California and be on the accredited list of the United States Treasury Department (their bonds will be limited to such amounts as would be acceptable to the Treasury Department), and otherwise meet the requirements of the agreement.

# EXHIBIT D

## PAYMENT BOND

We, BSN Sports, LLC as Principal, and _____, as Surety, jointly and severally, firmly bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the City of Carson ("City") and those for whose benefit this bond insures in the sum of exceed **Seventy-Four Thousand Nine Hundred Ninety-Five Dollars ($74,995.00).** City and Principal have entered into an agreement, or are about to enter into the agreement attached hereto and incorporated by reference herein, for completion of public works for the property(ies) referenced in said agreement. Surety herein approves of the terms and conditions of said agreement and binds itself to faithfully perform the obligations of Principal therein if Principal fails to so perform. Surety acknowledges that the agreement herein referenced shall be that document as executed by City and Principal. If Principal or any of Principal's contractors or subcontractors, fails to pay any of the persons named in Section 9000 *et seq*. of the California Civil Code employed in the performance of the agreement for materials furnished or for labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, then Surety shall pay the same in an amount not exceeding the sum specified above, and also shall pay, in case suit is brought upon this bond, such reasonable attorneys' fees as shall be fixed by the court.

Surety agrees that it shall pay the amounts due the persons above named and diligently perform the agreement upon Principal's default after notice and within the time specified in the agreement. If Surety fails to perform within the times specified in the agreement, Surety shall promptly on demand deposit with City such amount as City may reasonably estimate as the cost of completing all of Principal's obligations. Surety's obligation for payment herein shall extend, notwithstanding any controversy between Principal and City regarding Principal's failure under the agreement. Principal and Surety agree that any payment by Surety pursuant to this paragraph should be conclusively presumed between the parties herein to relieve, as demanded, Surety's obligation herein and shall be deemed proper payment as between Principal and Surety.

This bond shall insure to the benefit of any and all of the persons named in Section 9000 *et seq*. of the California Civil Code so as to give a right of action to them or their assigns in any suit brought upon this bond.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the agreement, or the work to be performed thereunder, or the plans and specifications, or any matters unknown to Surety which might affect Surety's risk, shall in any way affect its obligation on this bond, and it does hereby waive notice thereof.

Principal and Surety agree that should City become a party to any action on this bond, that each will also pay City's reasonable attorneys' fees incurred therein in addition to the above sums.

Executed this _____ day of _____, _____.

Seal of Corporation _____

By:_____
Authorized Representative of Principal

Title: _____

**(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVES)**

Any claims under this bond may be addressed to: (check one)

Surety's agent for service
of process in California: ( ) _____
[name of surety]

_____ _____
Name Street Number

_____ _____
Street Number City and State

_____ _____
City and State Telephone Number

_____
Telephone Number

By:_____
Attorney in Fact or other
Representative

**(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVE)**

Furnish the name, address and phone number of the company agent as well as the surety company.

Sureties must be authorized to do business in and have an agent for service of process in California and be on the accredited list of the United States Treasury Department (their bonds will be limited to such amounts as would be acceptable to the Treasury Department), and otherwise meet the requirements of the agreement.

# EXHIBIT E

## INVOICE FORM

**Company Logo**

DATE:
INVOICE # 1
BILLING PERIOD START
BILLING PERIOD END

**BILL TO:**

City of Carson
Attention: Accounts Payable and Project Manager Name
701 E Carson St.
Carson, CA 90745
Phone: (310) 830-7600

PROJECT or TASK: Name
Project or Task No: PW####
P.O. No: #######

| Bid Item No. or TASK NO | Description of Work or TASK | QUANTITY or TASK VALUE | Work Completed or HOURS BILLED | UNIT COST OR CURRENT AMOUNT | AMOUNT BILLABLE |
|---|---|---|---|---|---|
| 1 | Task 1 | | | | |
| | | | | | $ - |
| | | | | | $ - |
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| | | | | | $ - |
| TOTAL | | $ - | AMT DUE THIS PERIOD | | $ - |

Payable to:

**Company Name**
Address
City
FEIN

| | | |
|---|---|---|
| ORIGINAL CONTRACT AMOUNT | | |
| AMOUNT DUE THIS BILLING PERIOD | $ - | |
| PREVIOUS BILLING/ CHARGES | | |
| CHANGE ORDER/ (+/-) AMENDMENT | | |
| REMAINING CONTRACT BALANCE | $ - | ##### |

# Report to Honorable Mayor and City Council

Tuesday, March 18, 2025, 5:00 PM

CONSENT 23.

To: Honorable Mayor and City Council

From: Michael Whittiker, Community Services Director CS Community Services

Subject: CONSIDER APPROVING A CONTRACT WITH ED'S FENCING, INC. TO REPLACE THE TENNIS COURT FENCING AT DOLPHIN PARK (CITY COUNCIL)

## I. SUMMARY

The Dolphin Park tennis courts are regularly used by residents for both recreational and competitive play. In light of their heavy utilization, it is imperative that the courts are aesthetically pleasing and, more importantly, safe for all users. Staff has determined that the existing fencing is outdated, worn, and deteriorating, thereby posing a potential safety hazard and diminishing the overall appearance of this amenity and the park itself. After careful evaluation, staff is proposing the full replacement of the fencing. The scope of work includes installation of chain link fencing, horizontal poles, and necessary hardware to ensure a durable and long-lasting solution. The total cost of the Public Works Contract Agreement with the selected vendor, Ed's Fencing, Inc., to complete this project is for a not-to-exceed contract sum of $59,970.00 (Exhibit No. 1).

## II. RECOMMENDATION

TAKE the following actions:

1. APPROVE the proposed Public Works Agreement with Ed's Fencing, Inc., for a total not to exceed Contract Sum of $59,970.00 (Exhibit No. 1; "Agreement").
2. AUTHORIZE the Mayor to execute the Agreement, following approval as to form by the City Attorney.

## III. ALTERNATIVES

TAKE another action the City Council deems appropriate, consistent with the requirement of applicable law.

## IV. BACKGROUND

Dolphin Park serves as a vital recreational space for the community, providing residents with access to various sports and leisure activities. The tennis courts are an especially popular amenity, as shown by their regular use by individuals of all ages. Over time, the fencing surrounding the courts has significantly deteriorated due to exposure to the elements and continuous utilization. The existing structure no longer provides adequate containment for the courts and has become increasingly susceptible to further damage. Moreover, the current state of the courts has diminished the overall appearance of the park and become a safety hazard for the public.

In light of the current condition of the Dolphin tennis courts, staff is proposing the replacement of the fencing around this amenity. Specifically, the scope of work for this project includes, but is not limited to, the following:

• Removal and replacement of all chain link fencing

• Replacement of all horizontal poles to ensure structural stability

• Installation of new hardware, including tension bands, ties, and fasteners, to reinforce the fencing system

The work under the proposed Agreement constitutes a public project within the meaning of CMC Section 2612 and Public Contracts Code (PCC) Section 22032. Pursuant to PCC Section 22032, public projects of $75,000 or less may be performed by negotiated contract. As the cost of this project is $59,970.00, no formal or informal bidding procedures are required. Therefore, staff is recommending the approval of a Public Works Contract with Ed's Fencing, Inc., to replace the fencing around the tennis courts at Dolphin Park.

## V. FISCAL IMPACT

Should the City Council approve staff's recommendation, no additional funds are required. Funds are available in the adopted FY 24 - 25 budget in Account Nos.:

101-90-970-105-6016: $50,000.00

101-90-970-105-7001: $11,100.00

## VI. EXHIBITS

1. Public Works Agreement - Ed's Fencing

**Attachments**

(Dolphin Park - Ed's Fencing) Public Works Contract Agreement- draft(1049380.6) (002).pdf

**PUBLIC WORKS AGREEMENT**
**BETWEEN THE CITY OF CARSON AND**
**ED'S FENCING, INC.**

THIS PUBLIC WORKS AGREEMENT ("**Agreement**") is made and entered into this ____ day of _____, 2025, by and between the City of Carson, a California charter city ("**City**") and ED'S FENCING, INC., a California corporation ("**Contractor**"). City and Contractor may be referred to, sometimes individually or collectively, as "Party" or "Parties."

## RECITALS

A. The City desires to retain Contractor, on an independent contractor basis, to perform services for public works, as more particularly described below.

B. Contractor represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

C. Pursuant to the City of Carson Municipal Code and California state law, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Contractor for performance of the services and desire that the terms of that performance be as particularly defined and described herein.

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

## AGREEMENT

### ARTICLE 1. CONTRACTOR SERVICES

#### 1.1 Scope of Work.

The Contractor shall perform all of the work, furnish all labor, materials, equipment, tools, utility services, and transportation, and comply with all of the specifications and requirements in the Bid Documents for the project entitled **Dolphin Park Tennis Court Fencing** ("**Project**"). All such work shall be performed in a good and workmanlike manner, as reasonably determined by the City, and shall be performed in compliance with all local, state, and federal laws and regulations. As used herein, "**Bid Documents**" refers to the scope of work and price set forth in Contractor's Bid as shown in Exhibit A, all applicable permit requirements, any addenda, any applicable Project Labor Agreement, and any other documents included, referenced, or incorporated therein. The Bid Documents are incorporated into this Agreement and made part hereof. In the event of any conflict between the terms of the Bid Documents and this Agreement, the terms of this Agreement shall govern.

### 1.2 Incorporation of Greenbook.

The provisions of the 2021 Edition of the Standard Specifications for Public Works Construction, as updated by errata, ("Greenbook") are incorporated herein, except as explicitly modified by the Bid Documents. In the event of any conflict between the provisions of the Greenbook and this Agreement, the terms of this Agreement shall govern.

### 1.3 Compliance with Labor and Wage Laws.

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

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

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

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

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

**(f)** Apprentices. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. Contractor

shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

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

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

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

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

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

### 1.4 Compliance with Project Labor Agreement

If and to the extent that the work to be performed under this Agreement is within the scope of the City's Project Labor Agreement, which was fully executed as of March 4, 2020, by and between the City and the Los Angeles/Orange Counties Building and Construction Trades Council and the Signatory Craft Councils and Unions (the "Project Labor Agreement"), City and Contractor acknowledge and agree that Contractor is required to comply with the provisions of the Project Labor Agreement, and that in the event of a conflict between the provisions of this Agreement and the Project Labor Agreement, the Project Labor Agreement shall supersede and take precedence over the conflicting provision(s) of this Agreement.

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

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

### 1.6 Familiarity with Work.

By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of work to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder.

### 1.7 Discovery of Unknown Conditions.

**(a)** Pursuant to Public Contract Code section 7104, Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any: (i) material Contractor believes may be hazardous waste as defined in Section 25117 of the Health & Safety Code required to be removed to a Class I, II, or III disposal site in accordance with existing law; (ii) subsurface or latent physical conditions at the site, materially different from those indicated by information about the site made available to bidders prior to the deadline for submitting bids on the project; or (iii) unknown physical conditions at the site of any unusual nature, different from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement.

**(b)** City shall promptly investigate the conditions, and if it finds that the conditions do materially differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work, shall issue a change order in accordance with this Agreement.

**(c)** In the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date set, but shall proceed with all work to be performed under the Agreement. Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

### 1.8 Unidentified Utilities.

To the extent required by Government Code section 4215, City will compensate Contractor for the cost of locating, repairing damage not due to the failure of Contractor to exercise reasonable care, and removing or relocating utility facilities not identified by City in the Bid Documents with reasonable accuracy, and for equipment on the project necessarily idled during such work. Nothing herein shall be deemed to require City to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the project site can be inferred from the presence of other visible facilities, such as buildings, meters, and junction boxes, on or adjacent to the site of the construction; provided, however, nothing herein shall relieve City from identifying main or trunklines in the plans and specifications. If Contractor, while performing the work, discovers utility facilities not identified by City in the plans or specifications, Contractor shall immediately notify City and the utility in writing. This Agreement is subject to Government Code sections 4126 through 4216.9. Contractor must notify utilities and obtain an identification number before excavation or be subject to liability for damages to subsurface installations.

### 1.9 Trench Excavation.

Pursuant to Labor Code section 6705, if this Agreement is for more than $25,000 and requires the excavation of any trench or trenches five feet or more in depth, Contractor shall submit, in advance of such excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. The plan shall be reviewed and accepted by the City, or a registered civil or structural engineer employed by the City to whom authority has been delegated, prior to the excavation. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. This section shall not be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders. This subsection shall not be construed to impose tort liability on the City or any of its employees. Full compensation for sheeting, shoring, bracing, sloping, and all other provisions required for worker protection shall be considered as included in the contract price shown in the appropriate Bid Item, and no additional compensation will be allowed therefor.

### 1.10 Protection and Care of Work and Materials.

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

negligence. Stored materials shall be reasonably accessible for inspection. Contractor shall not, without City's consent, assign, sell, mortgage, hypothecate, or remove equipment or materials which have been installed or delivered and which may be necessary for the completion of the work.

### 1.11 Warranty.

Contractor warrants all work under the Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the work or non-conformance of the work to the Agreement, commence and prosecute with due diligence all work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act as soon as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair, remove and replace any portions of the work (or work of other contractors) damaged by its defective work or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

### 1.12 Additional Work and Change Orders.

**(a)** City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Work or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the City's City Manager or designee, to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor ("**Change Order**"). All Change Orders must be signed by the Contractor and City's City Manager or designee, prior to commencing the extra work thereunder.

**(b)** Any increase in compensation of up to ten percent (10%) of the Contract Sum or any increase in the time to perform of up to one hundred eighty (180) days and which are not detrimental to the Work or to the interest of the City, may be approved by the City's City Manager or designee. Any greater increases, taken either separately or cumulatively, must be approved by the City Council.

**(c)** Any adjustment in the Contract Sum for a Change Order must be in accordance with the rates set forth in the Contractor's Bid. If the rates in the Contractor's Bid do not cover the type of work in the Change Order, the cost of such work shall not exceed an amount agreed upon in writing and signed by Contractor and City's Director of Public Works or City Engineer, or either of their designees. If the cost of the Change Order cannot be agreed upon, the City will pay for actual work of the Change Order completed, to the satisfaction of the City, as follows:

**(i)** Labor: The cost of labor shall be the actual cost for wages of workers and subcontractors performing the work for the Change Order at the time such work is done. The use of labor classifications that would increase the cost of such work shall not be permitted.

**(ii)** Materials and Equipment: The cost of materials and equipment shall be at cost to Contractor or lowest current price which such materials and equipment are reasonably available at the time the work is done, whichever is lower.

**(iii)** If the cost of the extra work cannot be agreed upon, the Contractor must provide a daily report that includes invoices for labor, materials and equipment costs for the work under the Change Order. The daily report must include: list of names of workers, classifications, and hours worked; description and list of quantities of materials used; type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable; description of other City authorized services and expenditures in such detail as the City may require. Failure to submit a daily report by the close of the next working day may, at the City's sole and absolute discretion, waive the Contractor's rights for that day.

**(d)** It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Work. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Work may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors.

**(e)** No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

### 1.13 Special Requirements.

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

## ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

### 2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts set forth in Contractor's Bid attached hereto as Exhibit A and incorporated herein by this reference. Subject to any additions or deductions that may be made by change order or amendment, and any penalties or damages that may be assessed against Contractor, Contractor shall receive total compensation, including reimbursement of Contractor's expenses, of an amount not to exceed **Fifty-Nine Thousand Nine Hundred Seventy Dollars ($59,970.00)** ("**Contract Sum**") for completion of the work. The Contract Sum shall constitute full compensation for furnishing all materials and for doing all the work contemplated and embraced in this Agreement; and also for all loss or damage arising out of the nature of the work, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Bid Documents and this Agreement. The Contract Sum shall be made in the form of progress payments subject to retention pursuant to Section 2.4.

### 2.2 Invoices.

Each month Contractor shall furnish to City an original invoice for all work performed during the preceding month using the form attached hereto as Exhibit E and incorporated herein by this reference. By submitting an invoice for payment under this Agreement, Contractor is certifying compliance with all provisions of the Agreement.

All invoices shall include a copy of Contractor's Certified Payroll and proof that Certified Payroll has been submitted to the DIR. Contractor shall also submit a list of the prevailing wage rates (including federal prevailing wage rates, if applicable) for all employees and subcontractors providing services under this Agreement, as applicable, with Contractor's first invoice. If these rates change at any time during the term of the Agreement, Contractor shall submit a new list of rates to the City with its first invoice following the effective date of the rate change.

### 2.3 Payment.

(a) Payments Made by City. City shall independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Contractor which are disputed by City, City will cause Contractor to be paid any progress payment within thirty (30) days of receipt of Contractor's correct and undisputed invoice; however, Contractor acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event that City does not cause Contractor to be paid any progress payment within thirty (30) days of receipt of an undisputed and properly submitted invoice and provided the Project is for construction, Contractor shall be entitled to the payment of interest to the extent allowed under Public Contract Code

Section 20104.50. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor, not later than seven (7) days after receipt by the City, for correction and resubmission. Returned invoices shall be accompanied by a document setting forth in writing the reasons why the payment request was rejected. Review and payment by the City of any invoice provided by the Contractor shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

(b) Payments Made by Contractor to Subcontractors. Contractor shall remit payments owed to subcontractors within fifteen (15) calendar days after receiving payments by City if payments are owed by Contractor to any subcontractor qualifying as a small business enterprise, and within thirty (30) calendar days if payments are owed by Contractor to any subcontractor other than a small business enterprise.

**2.4 Retention.**

Pursuant to Section 9203 of the Public Contract Code, City will deduct a five percent (5%) retention from all progress payments, which shall be released to Contractor no later than sixty (60) days from completion of the work in accordance with Section 7107 of the Public Contract Code. In the event of a dispute between City and Contractor, City may withhold from the final payment an amount not to exceed one hundred fifty percent (150%) of the disputed amount.

**2.5 Waiver.**

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

**2.6 Substitution of Securities.**

(a) In conformance with the State of California Public Contract Code, Part 5, Section 22300, Contractor may substitute securities for any monies withheld by the City to ensure performance under this Agreement.

(b) At the request and expense of Contractor, Contractor has the option of establishing an escrow account with a state or federally chartered bank which shall serve as an escrow agent, for Contractor's direct deposit of securities as a substitute for retention earnings required to be withheld by the City. Upon Contractor's completion of its obligations hereunder, as evidenced by the City's acceptance of the work pursuant to Section 3.3 hereof, the escrow agent shall return the securities to Contractor. The escrow agent shall notify the City within ten (10) days after deposit of the securities. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention. Securities shall be held in the name of the City and shall designate Contractor as the beneficial owner. Alternatively, on written request of Contractor, the City shall make payments of the retention earnings directly to the escrow account.

## ARTICLE 3. PERFORMANCE SCHEDULE

### 3.1 Schedule of Performance.

Contractor shall complete the Project within fifteen (15) business days after receiving a "Notice to Proceed" from the City in accordance with any schedule contained in or required to be provided by the Proposal or Bid Documents, and any revisions thereof approved by the City in writing. Time is of the essence. If the work is not completed within said time period, liquidated damages shall apply. The term of this Agreement shall expire one (1) year following City's acceptance of the Project.

### 3.2 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of One Thousand Dollars ($1,000.00) as liquidated damages for each working day of delay in the performance of any service required hereunder. The City may withhold any accrued liquidated damages from any monies payable on account of services performed by the Contractor. To the extent required by Government Code section 4215, Contractor shall not be assessed liquidated damages for delay in completion of the work when such delay was caused by the failure of the City or owner of the utility to provide for removal or relocation of utility facilities.

### 3.3 Force Majeure.

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

### 3.4 Final Acceptance.

Acceptance of the Project shall only be by action of the City Council. Neither the acceptance nor any prior inspections or failure to inspect shall constitute a waiver by City of any defects in the work. From and after acceptance, the Project shall be owned and operated by City. As a condition to acceptance, Contractor shall certify to City in writing that all of the work has been performed in strict conformity with the Agreement and that all costs have been paid or supplied to City for security required herein, satisfactory to City, guaranteeing such performance.

## ARTICLE 4. COORDINATION OF WORK

### 4.1 Representatives and Personnel of Contractor.

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

| | |
|---|---|
| Ryan Cripps | Project Manager |
| (Name) | (Title) |
| | |
| (Name) | (Title) |

The Principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. All personnel of Contractor, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the Principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City. Additionally, Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Contractor shall notify City of any changes in Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

### 4.2 Status of Contractor.

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

### 4.3 Project Manager.

The Project Manager shall be Freddy Loza, Public Works Superintendent, or any other person as may be designated by the City Manager. It shall be the Contractor's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager. The Project Manager shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

### 4.4 Independent Contractor.

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

### 4.5 Prohibition Against Subcontracting or Assignment.

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

## ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

### 5.1 Insurance Coverages.

Without limiting Contractor's indemnification of City, and prior to commencement of any services under this Agreement, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

**(a)** General Liability Insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form ISO CGL CG 00 01 or equivalent, in an amount not less than $5,000,000 per occurrence, $10,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

**(b)** Automobile liability insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form ISO CA 00 01, including "any auto"

and endorsement CA 0025 or equivalent, covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $2,000,000 combined single limit for each accident.

**(c)** Workers' compensation insurance. Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least $1,000,000).

**(d)** Builder's Risk Insurance. Contractor shall maintain Builder's Risk (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions or provisional limit provisions. The policy must include: (1) coverage for any ensuing loss from faulty workmanship, nonconforming work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the project; (4) ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) ocean marine cargo coverage insuring any project materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the project site or any staging area.

If the Project does not involve new or major reconstruction, then at the option of City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the work, including during transit, installation, and testing at the Project site.

**(e)** Pollution Liability Insurance. Contractor shall maintain Environmental Impairment Liability insurance, written on a Contractor's Pollution Liability form or other form acceptable to City providing coverage for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy limit shall be no less than $1,000,000 per claim and $2,000,000 in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

Products/completed operations coverage shall extend a minimum of three (3) years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

**5.2 General Insurance Requirements.**

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

**(b)** Proof of Insurance. Contractor shall provide certificates of insurance and endorsements to City as evidence of the insurance coverages required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

**(c)** Duration of Coverage. Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Contractor, its agents, representatives, employees or subcontractors.

**(d)** Primary/noncontributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

**(e)** City's Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may cancel this Agreement.

**(f)** Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

**(g)** Enforcement of Contract Provisions (non-estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform

Contractor of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

**(h)** Requirements Not Limiting. Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

**(i)** Notice of Cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

**(j)** Additional Insured Status. General and auto liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

**(k)** Prohibition of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

**(l)** Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

**(m)** Pass Through Clause. Contractor agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

**(n)** Agency's Right to Revise Specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City and Contractor may renegotiate Contractor's compensation.

**(o)** Self-Insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated,

lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

**(p)** Timely Notice of Claims. Contractor shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

**(q)** Additional Insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

**5.3 Indemnification.**

Contractor shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers (each, an "Indemnitee") from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work under this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both City and Contractor, or should City otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse the City its costs of defense, including without limitation reasonable legal counsels fees, expert fees and all other costs and fees of litigation. The Contractor shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the Contractor's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

Contractor obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of City under any provision of this Agreement, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

**5.4 Notification of Third-Party Claims.**

City shall timely notify Contractor of the receipt of any third-party claim relating to the work under this Agreement. City shall be entitled to recover from Contractor its reasonable costs incurred in providing such notification.

### 5.5 Performance and Payment Bonds.

Concurrently with execution of this Agreement, Contractor shall deliver to the City all of the following bonds if the Contract Sum should exceed $25,000:

**(a)** A performance bond securing the faithful performance of this Agreement, in an amount not less than 100% of the total compensation for this Agreement, as stated in Section 2.1.

**(b)** A payment bond, securing the payment of all persons furnishing labor and/or materials in connection with the work under this Agreement, in an amount not less than 100% of the total compensation for this Agreement, as stated in Section 2.1.

All bonds shall be on the applicable forms provided in Exhibit "C" and Exhibit "D" attached hereto and made part hereof. The bonds shall each contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his/her power of attorney. The bonds shall be unconditional and remain in force during the entire term of the Agreement until released pursuant to Section 5.7 hereof.

### 5.6 Sufficiency of Insurer or Surety.

Insurance and bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A-" or better in the most recent edition of Best's Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better. If the City determines that the work to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the bonds may be changed accordingly upon receipt of written notice from the City's Risk Manager.

### 5.7 Release of Securities.

City shall release the performance bond and payment bond when the following have occurred:

(a) Contractor has made a written request for release and provided evidence of satisfaction of all other requirements under Article 5 of this Agreement;

(b) the Project has been accepted; and

(c) after passage of the time within which lien claims are required to be made pursuant to applicable laws; if lien claims have been timely filed, City shall hold the payment bond until such claims have been resolved, Contractor has provided statutory bond, or otherwise as required by applicable law.

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

### 6.1 Records.

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

### 6.2 Reports.

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

### 6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Project Manager or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the City's sole risk and without liability to Contractor, and Contractor's guarantee and warranties shall not extend to such use, reuse or assignment. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event

Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom. Moreover, Contractor with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

### 6.4 Confidentiality and Release of Information.

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

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

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

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

## ARTICLE 7. ENFORCEMENT OF AGREEMENT; DEFAULT, SUSPENSION AND TERMINATION

### 7.1 California Law.

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

### 7.2 Default of Contractor.

Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminate or suspend this Agreement immediately by written notice to Contractor. If the Project Manager determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, the Project Manager shall cause to be served upon Contractor a written notice of the default. Contractor shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that Contractor fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

### 7.3 Suspension and Termination.

(a) The City may at any time, for any reason, with or without cause, suspend this Agreement, or any portion hereof, by serving upon Contractor at least ten (10) days prior written notice. Upon receipt of said notice, Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends a portion of this Agreement such suspension shall not make void or invalidate the remainder of this Agreement.

(b) This Agreement may be terminated by either party for cause. The City may terminate this Agreement without cause upon thirty (30) days' written notice of termination. Upon termination, Contractor shall be entitled to compensation for completion of any portion of the Project accepted by City up to the effective date of termination unless any portion of the Project is accepted by City after termination in which event Contractor shall be paid for such completed portion.

### 7.4 Dispute Resolution Process.

Section 20104 *et seq*. of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial-supervised mediation, and judicial arbitration to resolve disputes on construction claims of $375,000 or less. Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 *et seq*. and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with said statutes.

For purposes of these procedures, "claim" means a separate demand by the Contractor, after the City has denied Contractor's timely and duly made request for payment for extra work and/or a time extension, for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the Agreement and payment of which is not otherwise expressly provided for or the Contractor is not otherwise entitled to, or (C) an amount the payment of which is disputed by the City.

The following requirements apply to all claims to which this section applies:

**(a)** Claim Submittal. The claim shall be in writing and include the documents necessary to substantiate the claim. Claims governed by this procedure must be filed on or before the date of final payment. Nothing in this section is intended to extend the time limit or supersede notice requirements otherwise provided in the Agreement for the filing of claims, including all requirements pertaining to compensation or payment for extra work, disputed work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

**(b)** Supporting Documentation. The Contractor shall submit all claims in the following format:

**(i)** Summary of the claim, including references to the specific Contract Document provisions upon which the claim is based.

**(ii)** List of documents relating to claim: (a) Specifications, (b) Drawings, (c) Clarifications (Requests for Information), (d) Schedules, and (e) Other.

**(iii)** Chronology of events and correspondence related to the claim.

**(iv)** Statement of grounds for the claim.

**(v)** Analysis of the claim's cost, if any.

**(vi)** Analysis of the claim's time/schedule impact, if any.

**(c)** City's Response. Upon receipt of a claim pursuant to this section, City shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 days after the City issues its written statement.

**(i)** If the City needs approval from the City Council to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the City Council does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the City shall have up to three days following the next duly publicly noticed meeting of the City Council after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

**(ii)** Within 30 days of receipt of a claim, the City may request in writing additional documentation supporting the claim or relating to defenses or claims the City may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of City and the Contractor.

**(iii)** The City's written response to the claim, as further documented, shall be submitted to the Contractor within 30 days (if the claim is less than $50,000, within 15 days) after receipt of the further documentation, or within a period of time no greater than that

taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

**(d)** Meet and Confer. If the Contractor disputes the City's written response, or the City fails to respond within the time prescribed, the Contractor may so notify the City, in writing, either within 15 days of receipt of the City's response or within 15 days of the City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute.

**(e)** Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the City shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the City issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. The City and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing, unless the parties agree to select a mediator at a later time.

**(i)** If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

**(ii)** For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

**(iii)** Unless otherwise agreed to by the City and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.

**(iv)** All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.

**(f)** City's Responses. The City's failure to respond to a claim from the Contractor within the time periods described in this section or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the City's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility of qualifications of the Contractor. City's failure to respond shall not waive City's rights to any subsequent procedures for the resolution of disputed claims.

**(g)** Government Code Claims. If following the mediation, the claim or any portion remains in dispute, the Contractor must comply with the claim procedures set forth in

Government Code Section 900 *et seq.* prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, construction claims, and/or changed conditions, including any required mediation, have been followed by Contractor. If no such Government Code claim is submitted, or if the prerequisite contractual requirements are not satisfied, no action against the City may be filed. A Government Code claim must be filed no earlier than the date that Contractor completes all contractual prerequisites to filing a Government Code claim, including any required mediation. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted. For purposes of Government Code Section 900 *et seq*., the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim to the City until the time the claim is denied, including any period of time utilized by the meet and confer conference or mediation that does not result in a complete resolutions of all claims.

**(h)** Civil Actions for Claims of $375,000 or Less. The following procedures are established for all civil actions filed to resolve claims totaling $375,000 or less:

**(i)** Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the procedures in this Section. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, either party may petition the court to appoint the mediator.

**(ii)** If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

**(iii)** Upon stipulation of the parties, arbitrators appointed for these purposes shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division.

**(iv)** In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

### 7.5 Waiver.

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

### 7.6 Rights and Remedies Are Cumulative.

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

### 7.7 Unfair Business Practices Claims.

Pursuant to Public Contract Code section 7103.5, in entering into this Agreement, Contractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials related to this Agreement. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor without further acknowledgment by the Parties.

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

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

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

### 8.2 Conflict of Interest.

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

conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

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

### 8.3 Covenant Against Discrimination.

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

### 8.4 Unauthorized Aliens.

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

## ARTICLE 9. MISCELLANEOUS PROVISIONS

### 9.1 Provisions Required By Law.

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the contract shall forthwith be physically amended to make such insertion or correction.

### 9.2 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Project Manager (with her/his name and City title), City of Carson, 701 E Carson Street, Carson, California 90745 and in the case of the Contractor, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address

by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

**9.3 Interpretation.**

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

**9.4 Counterparts.**

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

**9.5 Integration; Amendment.**

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

**9.6 Severability.**

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

**9.7 Warranty & Representation of Non-Collusion.**

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Contractor

warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Contractor further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Contractor is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Contractor's Authorized Initials _____

**9.8 Corporate Authority.**

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

**[SIGNATURES ON FOLLOWING PAGE]**

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

**CITY**:

CITY OF CARSON, a California charter city

_____
David C. Roberts, Jr., City Manager

**ATTEST:**

_____
Dr. Khaleah K. Bradshaw, City Clerk

**APPROVED AS TO FORM:**
ALESHIRE & WYNDER, LLP

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

**CONTRACTOR:**

ED'S FENCING, INC. a California corporation

*By: _____
Name:
Title:

*By: _____
Name:
Title:

Address: 1521 E. Pacific Coast Hwy
Wilmington, CA 90744

***Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONTRACTOR'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 CONTRACTOR'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**

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____

_____

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

_____
_____

**DESCRIPTION OF ATTACHED DOCUMENT**

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

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

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

WITNESS my hand and official seal.

Signature: _____

**OPTIONAL**

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

**CAPACITY CLAIMED BY SIGNER**

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____

_____

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

_____
_____

**DESCRIPTION OF ATTACHED DOCUMENT**

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

# EXHIBIT A

## CONTRACTOR'S BID

**Contractor's bid is as follows, which includes application of prevailing wage rates:**

Wrought Iron

California License No. 422002

**ED'S FENCING Inc.**

P.O. Box 341
Wilmington, CA 90748
Phone: (310) 518-3200
Fax: (310) 518-3045

Chain Link

**February 5, 2025**

JOB: Dolphin Park
City of Carson
(310) 502-3241

***Attn: Modesto***

Thank you for choosing Ed's Fencing. The following agreement spells out the terms and conditions of this proposed project. Ed's Fencing proposes to furnish all materials and perform all labor necessary to complete the following job.

1. **Tennis Court:**
   - Take down and haul away all materials except for the vertical fence posts
   - Paint all vertical fence posts silver
   - Install all new 12' high chain link mesh, top rail, middle rail, bottom rail and all fittings/hardware
   - Install all new 6' high chain link mesh
   - 4- new posts to be installed on the court dividing fence to properly tie off around the light poles
   - Install 2- new 7' high x 4' wide swing gate with a fork latch for locking
   - Install 1- new 12' high x 10' wide double swing gate with drop rod in the center

**=$59,970.00**

Materials to be used: all heavy duty/commercial grade: 1 5/8" sch40 top rail, middle rail, bottom rail, gate frames, 9 gauge chain link with **2" mesh**

***Job was bid using prevailing wages***

**Price does not include new windscreen**

All material, tax and labor included
ESTIMATE VALID FOR 30 DAYS

All of the above work is to be completed in a substantial and workmanlike manner according to current standards and practices
***for the sum of: $59,970.00***
***Payment to be made: Paid in full upon completion***

---

**All language/text contained in Contractor's bid that is not expressly set forth above is hereby expressly excluded from this Agreement.**

**The work will be performed in the City's Dolphin Park at the Tennis Courts.**

# EXHIBIT B

## SPECIAL REQUIREMENTS

## (Superseding Contract Boilerplate)

If the Parties wish to revise provisions in the Agreement above (from page 1 through the signature page), then the revisions shall be presented in this Exhibit B, with deletions shown in ~~strike through~~ and additions shown in ***bold and italics***.

**I. The first paragraph of Section 2.2 (Invoices) is amended as follows:**

"***Upon completion of the project,*** ~~Each month~~ Contractor shall furnish to City an original invoice for all work performed ~~during the preceding month~~ using the form attached hereto as Exhibit E and incorporated herein by this reference. By submitting an invoice for payment under this Agreement, Contractor is certifying compliance with all provisions of the Agreement."

**II. Subsection (a) (General Liability Insurance) of Section 5.1 (Insurance Coverages) is amended as follows:**

"(a) General Liability Insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form ISO CGL CG 00 01 or equivalent, in an amount not less than ***$1,000,000*** ~~$5,000,000~~ per occurrence, ***$2,000,000*** ~~$10,000,000~~ general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted."

**III. Subsection (b) (Automobile Liability Insurance) of Section 5.1 (Insurance Coverages) is amended as follows:**

"(b) Automobile liability insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form ISO CA 00 01, including "any auto" and endorsement CA 0025 or equivalent, covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than ***$1,000,000*** ~~$2,000,000~~ combined single limit for each accident."

**IV. Subsection (d) (Builder's Risk Insurance) of Section 5.1 (Insurance Coverages) is hereby deleted.**

**V. Subsection (e) (Pollution Liability Insurance) of Section 5.1 (Insurance Coverages) is hereby deleted.**

# EXHIBIT C

## PERFORMANCE BOND

We, Ed's Fencing, Inc., a California corporation, as Principal, and _____, as Surety, jointly and severally, firmly bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the City of Carson ("City") for payment of the penal sum of **Fifty-Nine Thousand Nine Hundred Seventy Dollars and Zero Cents ($59,970.00)**. City and Principal have entered into an agreement, or are about to enter into the agreement attached hereto and incorporated by reference herein, for completion of public works for the property(ies) referenced in said agreement. Surety herein approves of the terms and conditions of said agreement and binds itself to faithfully perform the obligations of Principal therein if Principal fails to so perform. Surety acknowledges that the agreement herein referenced shall be that document as executed by City and Principal.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal shall in all things stand to and abide by, and well and truly keep and perform all of the covenants, conditions, and provisions in said agreement, and any alteration thereof made as therein provided, on Principal's part to be kept and performed at the time and in the manner therein specified, and shall indemnify and save harmless the City, City's engineer, and their consultants, and each of their officials, directors, officers, employees and agents, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

Surety agrees that should it fail to take over and diligently perform the agreement upon Principal's default after notice and within the time specified in the agreement, Surety will promptly on demand deposit with City such amount as City may reasonably estimate as the cost of completing all of Principal's obligations. Surety's obligation for payment herein shall exist, notwithstanding any controversy between Principal and City regarding Principal's failure under the agreement, and payment by Surety should be conclusively presumed between the parties herein to relieve, as demanded, Surety's obligations herein and shall be deemed proper payment as between Principal and Surety.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the agreement, or the work to be performed thereunder or the plans and specifications, or any matters unknown to Surety which may affect Surety's risk shall in any wise affect its obligation on this bond, and it does thereby waive notice thereof.

Principal and Surety agree that if the City is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay City's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

Executed this _____day of _____, ____.

Seal of Corporation _____

By:_____
Authorized Representative of Principal

Title: _____

**(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVES)**

Any claims under this bond may be addressed to: (check one)

Surety's agent for service
of process in California: ( ) _____
[name of surety company]

_____ _____
Name Street Number

_____ _____
Street Number City and State

_____ _____
City and State Telephone Number

_____
Telephone Number

By:_____
Attorney in Fact or other
Representative

**(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVE)**

Furnish the name, address and phone number of the company agent as well as the surety company.

Sureties must be authorized to do business in and have an agent for service of process in California and be on the accredited list of the United States Treasury Department (their bonds will be limited to such amounts as would be acceptable to the Treasury Department), and otherwise meet the requirements of the agreement.

# EXHIBIT D

## PAYMENT BOND

We, Ed's Fencing, Inc., a California corporation, as Principal, and _____, as Surety, jointly and severally, firmly bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the City of Carson ("City") and those for whose benefit this bond insures in the sum of **Fifty-Nine Thousand Nine Hundred Seventy Dollars and Zero Cents ($59,970.00).** City and Principal have entered into an agreement, or are about to enter into the agreement attached hereto and incorporated by reference herein, for completion of public works for the property(ies) referenced in said agreement. Surety herein approves of the terms and conditions of said agreement and binds itself to faithfully perform the obligations of Principal therein if Principal fails to so perform. Surety acknowledges that the agreement herein referenced shall be that document as executed by City and Principal. If Principal or any of Principal's contractors or subcontractors, fails to pay any of the persons named in Section 9000 *et seq*. of the California Civil Code employed in the performance of the agreement for materials furnished or for labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, then Surety shall pay the same in an amount not exceeding the sum specified above, and also shall pay, in case suit is brought upon this bond, such reasonable attorneys' fees as shall be fixed by the court.

Surety agrees that it shall pay the amounts due the persons above named and diligently perform the agreement upon Principal's default after notice and within the time specified in the agreement. If Surety fails to perform within the times specified in the agreement, Surety shall promptly on demand deposit with City such amount as City may reasonably estimate as the cost of completing all of Principal's obligations. Surety's obligation for payment herein shall extend, notwithstanding any controversy between Principal and City regarding Principal's failure under the agreement. Principal and Surety agree that any payment by Surety pursuant to this paragraph should be conclusively presumed between the parties herein to relieve, as demanded, Surety's obligation herein and shall be deemed proper payment as between Principal and Surety.

This bond shall insure to the benefit of any and all of the persons named in Section 9000 *et seq*. of the California Civil Code so as to give a right of action to them or their assigns in any suit brought upon this bond.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the agreement, or the work to be performed thereunder, or the plans and specifications, or any matters unknown to Surety which might affect Surety's risk, shall in any way affect its obligation on this bond, and it does hereby waive notice thereof.

Principal and Surety agree that should City become a party to any action on this bond, that each will also pay City's reasonable attorneys' fees incurred therein in addition to the above sums.

Executed this _____ day of _____, _____.

Seal of Corporation _____

By:_____
Authorized Representative of Principal

Title: _____

**(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVES)**

Any claims under this bond may be addressed to: (check one)

Surety's agent for service
of process in California: ( ) _____
[name of surety]

_____ _____
Name Street Number

_____ _____
Street Number City and State

_____ _____
City and State Telephone Number

_____
Telephone Number

By:_____
Attorney in Fact or other
Representative

**(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVE)**

Furnish the name, address and phone number of the company agent as well as the surety company.

Sureties must be authorized to do business in and have an agent for service of process in California and be on the accredited list of the United States Treasury Department (their bonds will be limited to such amounts as would be acceptable to the Treasury Department), and otherwise meet the requirements of the agreement.

# EXHIBIT E

# INVOICE FORM

DATE:
INVOICE # 1
BILLING PERIOD START
BILLING PERIOD END

**Company Logo**

**BILL TO:**

City of Carson
Attention: Accounts Payable and Project Manager Name
701 E Carson St.
Carson, CA 90745
Phone: (310) 830-7600

PROJECT or TASK: Name
Project or Task No: PW####
P.O. No: #######

| Bid Item No. or TASK NO | Description of Work or TASK | QUANTITY or TASK VALUE | Work Completed or HOURS BILLED | UNIT COST OR CURRENT AMOUNT | AMOUNT BILLABLE |
|---|---|---|---|---|---|
| 1 | Task 1 | | | | |
| | | | | | $ - |
| | | | | | $ - |
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| | | | | | $ - |
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| | | | | | $ - |
| | | | | | $ - |
| TOTAL | | $ - | AMT DUE THIS PERIOD | | $ - |

Payable to:

**Company Name**
Address
City
FEIN

| | | |
|---|---|---|
| ORIGINAL CONTRACT AMOUNT | | |
| AMOUNT DUE THIS BILLING PERIOD | $ - | |
| PREVIOUS BILLING/ CHARGES | | |
| CHANGE ORDER/ (+/-) AMENDMENT | | |
| REMAINING CONTRACT BALANCE | $ - | ##### |

# Report to Honorable Mayor and City Council

Tuesday, March 18, 2025, 5:00 PM

CONSENT 24.

To: Honorable Mayor and City Council

From: Michael Whittiker, Community Services Director CS Community Services

Subject: CONSIDER APPROVAL OF AMENDMENT NO. 2 TO EXTEND THE AGREEMENT WITH LYFT, INC. FOR SUBSIDIZED LYFT RIDES BY ONE ADDITIONAL YEAR (CITY COUNCIL)

## I. SUMMARY

On January 1, 2021, the City entered into a General Services Agreement and associated Program Partnership Form with Lyft, Inc. ("Lyft") for on-demand, ride-hail services through June 30, 2024 (Exhibit No. 1; "Agreement"). Utilizing Proposition C funds, the City subsidizes 50% of all eligible Lyft rides taking place within City limits, up to a maximum subsidy of $10 per ride. As of the start of March 2025, the partnership has provided over 43,000 rides to places of work, schools, restaurants, stores, and more, all within Carson.

On April 16, 2024, the City Council approved Amendment No. 1 to the Agreement, exercising the City's first of two one-year options to extend the term of the Agreement through June 30, 2025 (Exhibit No. 2; "Amendment No. 1"). Staff now requests approval of Amendment No. 2 to the Agreement, to exercise the City's remaining option to extend the term by one additional year (Exhibit No. 3; "Proposed Amendment No. 2"). The annual compensation amount over the initial term was $60,000 per year, and $120,000 for the first extension year, but staff would like to increase the annual amount to $140,000 for the proposed second extension year. This request is due to increased public demand for services.

The City Council is asked to approve Amendment No. 2 to the Agreement, which would: (i) extend the term of the Agreement by one additional year, through June 30, 2026; and (ii) increase the not-to-exceed Contract Sum by $140,000, from $330,000 to $470,000, to fund services for the second extension year.

## II. RECOMMENDATION

TAKE the following actions:

1. APPROVE Amendment No. 2 to the Agreement with Lyft, Inc. ("Exhibit No. 3; "Amendment"); and
2. AUTHORIZE the Mayor to execute the Amendment, following approval as to form by the City Attorney.

## III. ALTERNATIVES

TAKE another action the City Council deems appropriate.

## IV. BACKGROUND

In connection with Coronavirus Disease 2019 ("COVID-19"), in 2020, the Disaster Council placed a temporary suspension over the City's local fixed-route bus operations. The decision was made in an effort to protect the health of the public, and to slow the potential spread of COVID-19. To provide alternative means of transportation, staff: (i) introduced a modified form of Dial-A-Ride service for residents of all ages; (ii) provided supplemental taxi and fixed-route bus service for students; and (iii) established a temporary City-subsidized program through Lyft for on-demand, ride-hail services.

On January 1, 2021, the City entered into a General Services Agreement and associated Program Partnership Form with Lyft, Inc. ("Lyft") for on-demand, ride-hail services through June 30, 2024 (Exhibit No. 1; "Agreement"). Utilizing Proposition C funds, the City subsidizes 50% of all eligible Lyft rides taking place within City limits, up to a maximum subsidy of $10 per ride. As of the start of March 2025, the partnership has provided over 43,000 rides to places of work, schools, restaurants, stores, and more, all within Carson.

On April 16, 2024, the City Council approved Amendment No. 1 to the Agreement, exercising the City's first of two one-year options to extend the term of the Agreement, thereby extending the term through June 30, 2025. (Exhibit No. 2).

Staff now requests approval of Amendment No. 2 to the Agreement, to exercise the City's remaining option to extend the term of the Agreement for one year, through June 30, 2026. The annual compensation amount over the initial term was $60,000 per year, and $120,000 for the first extension year, but staff would like to increase the annual amount to $140,000 for the proposed second extension year. This request is due to increased public demand for services. Accordingly, the proposed Amendment No. 2 would increase the not-to-exceed Contract Sum by $140,000.

The City Council is asked to approve the proposed Amendment No. 2 to the Agreement, which would: (i) extend the term of the Agreement by one additional year, through June 30, 2026; and (ii) increase the not-to-exceed Contract Sum by $140,000, from $330,000 to $470,000, to fund services for the proposed extension period.

## V. FISCAL IMPACT

None. Should the City Council approve Amendment No. 2, funds in the amount of $140,000 will be budgeted in FY 2025-26 Proposition C Account No. 219-90-940-185-6004.

## VI. EXHIBITS

1. Agreement
2. Amendment No. 1
3. Amendment No. 2

**Attachments**

Exhibit No. 1 - Agreement.pdf

Exhibit No. 2 - Amendment No. 1.pdf

Exhibit No. 3 - Amendment No. 2.pdf

DocuSign Envelope ID: 8ABB01CA-6CEB-4133-827F-CE2F7F03F5B0

**CONFIDENTIAL**

# LYFT, INC.

## GENERAL SERVICES AGREEMENT

This General Services Agreement, together with any Partnership Program Form(s) in effect from time to time during the Term (each, a "***Partnership Program Form***") (collectively, this "***Agreement***") sets forth the terms of Agency's use of the Services (as defined in Section 1 below) and is entered into as of the date on which this Agreement is fully executed as indicated in the signature blocks below ("***Effective Date***") between Lyft, Inc., a Delaware corporation located at 185 Berry St., Suite 5000, San Francisco, CA 94107 ("***Lyft***") and the City of Carson, a municipal corporation, located at 701 East Carson Street, Carson, CA 90745 ("***Agency***"). This Agreement consists of the following Terms and Conditions, any Partnership Program Form(s) (the form of which is attached hereto as Exhibit A and incorporated herein by reference), and any other attachments, exhibits, or appendices hereto. Both Lyft and Agency may be referred to herein individually as a "***Party***," or collectively as the "***Parties***."

**NOW, THEREFORE**, in consideration of the terms contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

## TERMS AND CONDITIONS

### 1. The Services.

a. Background. Lyft operates a multimodal, transportation-as-a-service ridesharing platform ("**Lyft Platform**") and mobile application (the "**Lyft App**") which allows authorized users ("**Riders**") the opportunity to request a ride from one location to another (each, a "**Ride Request**"). Independent contractors as authorized users of the Lyft Platform ("**Drivers**") providing driving services using their own vehicles may accept Ride Requests from Riders in order to provide such Riders with transportation services ("**Driving Services**"). Once a Ride Request is accepted by a Driver, and a Driver and Rider are matched via the Lyft App, Rider may enter the Driver's vehicle and receive Driving Services from one location to another (each, a "**Ride**"). For clarity, a Ride commences once the Rider enters the Driver's vehicle and lasts until the Rider exits the Driver's vehicle.

b. Lyft Services. Lyft provides Agency certain enterprise transportation related solutions, products, and services (as further defined below, "**Services**") to administer, track and manage its transportation spend for its Riders. Agency desires to utilize the Services, and Lyft and Agency agree to launch the Services in accordance with the terms of this Agreement and as specified in Exhibit A. "**Services**" means the services, products, and programs offered and provided by Lyft to Agency under this Agreement, which may include but are not limited to, Lyft Pass, Lyft Concierge, the Lyft Dashboard, Lyft Ride Programs, or any separately requested software or online access provided to Agency, training, support, programs, products, features, functions and report formats, and subsequent updates or upgrades of any of the foregoing made generally available by Lyft.

c. Provision of the Services. Lyft will make the Services available to Agency in accordance with this Agreement. Subject to the terms and conditions of this Agreement, Lyft grants Agency a non-exclusive, non-transferrable, revocable, limited license to use the Lyft Platform and Services during the Term. Lyft reserves all rights not expressly granted to Agency under this Agreement. Riders may use the Lyft Platform to request and take Rides as set forth in the Lyft Terms of Service (https://www.lyft.com/terms) and Privacy Policy (https://www.lyft.com/privacy). In the event of any conflict between this Agreement and the Lyft Terms of Service and Privacy Policy as it relates to Agency, this Agreement shall control.

d. Agency Account. To access the Services, Agency must have an Agency account ("**Agency Account**") and provide true, accurate, current, and complete information as requested during the account creation process. Agency must also keep that information true, accurate, current, and complete throughout the Term. Agency is solely responsible for all use (whether or not authorized) of the Services under the Agency Account, and for all acts and omissions of Agency staff that has access to such Agency Account, as well as for all Fees (as defined below) generated under such Agency Account in accordance with this Agreement. Agency agrees to take all reasonable precautions to prevent unauthorized access to or use of the Services and will notify Lyft promptly upon the discovery of any known or suspected unauthorized or fraudulent activity occurring under the Agency Account. Lyft will not be liable for any loss or damage arising from unauthorized or fraudulent use of the Agency Account, except to the extent caused by Lyft's gross negligence or willful misconduct.

e. Restrictions. Agency shall not, and shall not authorize others to (i) decompile, disassemble, reverse engineer or otherwise attempt to derive the source code or underlying technology, methodologies or algorithms of the Lyft Platform and Services; (ii) use the Lyft Platform, Services, and any data received from the Services in violation of applicable law, third party rights, and this Agreement; (iii) sublicense, repackage, lease, rent, sell, give or otherwise transfer or provide the Lyft Platform and Services to any unaffiliated third party except as may be provided in this Agreement; (iv) substantially replicate or modify the Lyft Platform, Services or their elements, except as expressly permitted hereunder; (iv) use incorrect or outdated Agency Rider information in connection with this Agreement; (v) interfere with, modify or disable any features or functionality of the Lyft Platform and Services; (vi) transmit files, documents, or any other material that contains viruses, Trojan horses, spyware, worms or any other malicious, harmful, or deleterious programs; and/or (vii) use the Services or Lyft Platform in connection with unsolicited, unwanted, or harassing communications (commercial or otherwise), including, but not limited to, phone calls, SMS messages, chat, voice mail, or video.

f. Data. All information related to Agency, Riders, and their use of the Lyft Platform or Services as received, collected, compiled, aggregated or produced by Lyft in connection with this Agreement, including but not limited to, the information contained within the Lyft Dashboard and the Agency Account, shall be governed by the terms of Lyft's Privacy Policy (https://www.lyft.com/privacy), and Lyft shall have the right to use such data as set forth in Lyft's Privacy Policy. For the avoidance of doubt, Lyft may disclose such information to the extent required by a court of competent jurisdiction or other governmental authority or otherwise as required by law, without notice to Agency or Riders. Lyft determines the extent to which such data will be provided to Agency through the Dashboard and Agency Account, as described in the Data Reporting Addendum. Lyft reserves the right to add, remove, and update features and functionality related to such data at any time and Lyft will not be responsible for any loss of data or any other damages associated with such changes.

**2. Term**. This Agreement shall commence on the Effective Date and shall continue in full force and effect until terminated as set forth herein (the "***Term***"). Notwithstanding the foregoing, if there are any Partnership Program Forms in effect, then this Agreement will not terminate until all such Partnership Program Forms have expired or been terminated in accordance with the terms therein. Upon the expiration or termination of all Partnership Program Forms, this Agreement shall terminate.

**3. Partnership Program**. The Parties will cooperate to launch and maintain the partnership program for Agency to use the Services (as set forth on each Partnership Program Form) (the "***Partnership Program***"). Except as expressly agreed to in Section 4 and Exhibit A of this Agreement, each Party shall be responsible for its expenses and costs during its performance under this Agreement.

**4. Fees and Payment**. Agency agrees to pay Lyft for fees incurred through its use of the Lyft Platform, including Ride fares, service fees, tolls, surcharges, Prime Time fees, taxes, and any other fees, to the extent of the authorized Agency subsidies as set forth in Exhibit A (collectively "**Fees**"). Fees due are payable in accordance with the payment schedule set forth on each Partnership Program Form, as applicable.

**5. Notice and Consents**

a. Notices. As applicable, Agency is obligated to notify Agency Riders that Agency will receive information related to certain Rides, including but not limited to, for example, name of Rider, time of ride,

and ride cost. Agency agrees that all Riders completing an application to receive Lyft Concierge Services consent to the following language: "By accepting Lyft Concierge Ride services, you consent to Lyft's Rider Terms of Service, which is available at https://www.lyft.com/terms."

b. Automated Text Messaging or Calls. If Agency uses Concierge or Lyft Pass and provides Lyft with the phone numbers of Riders or other individuals via the Services, Agency represents and warrants that it has all rights, permissions, and consents necessary under the Telephone Consumer Protection Act ("**TCPA**") and any other applicable federal, state and local laws, rules or regulations for Agency and/or Lyft to use an automatic telephone dialing system to call, text or otherwise contact the recipient associated with the phone number provided by Agency (whether a Rider or otherwise) including via SMS message or voice call, in relation to a Ride taken by a Rider, and/or Agency's use of the Services. Agency acknowledges and agrees that by providing an individual's phone number via the Services for any purpose, such individual (whether a Rider or otherwise) shall receive automated communications, including but not limited to SMS messages or phone calls relating to a Ride, and/or Agency's other uses of the Services. Agency further acknowledges and agrees it will not send personally identifiable information or other sensitive information in relation to the content of SMS messages and calls made by Agency through the Services.

c. Emails. If Agency uses Lyft Pass or Business Profiles and provides Lyft with the email addresses of Riders or other individuals, Agency represents and warrants that it has all rights and permissions necessary under the Controlling the Assault of Non-Solicited Pornography And Marketing Act (CAN-SPAM Act) and any other applicable federal, state, and local laws, rules or regulations for Lyft to email such persons.

d. Data Usage. Agency consents on behalf of itself and each Rider to allow Lyft to use any Rider information provided by Agency to (i) transmit a request via the Lyft Platform to available Drivers; (ii) send automated transactional communications, including but not limited to SMS texts or phone calls, to the Rider relating to the Ride or the provision of the Services; (iii) share the Rider information with the Driver who accepted the Request, provided that the Driver will only receive the first name of the Rider and pick up and drop off location; and (iv) use and store the Rider information for the internal purposes of Lyft, subject to Lyft's Privacy Policy (https://www.lyft.com/privacy). Agency also consents on behalf of itself and each Rider to allow Lyft to share any Agency or Rider information with its authorized vendors, service providers, and subcontractors for purposes of performing its obligations hereunder.

**6. Proprietary Rights.**

a. License to Use Lyft Marks. Lyft hereby grants to Agency a revocable, time-limited, royalty-free, non-exclusive, non-transferable, non-sublicensable right and license to use all names, marks and logos associated with Lyft (collectively, "Lyft Marks") during the Term, solely in furtherance of Agency's obligations in this Agreement. Agency's use of any of the Lyft Marks shall be subject to Lyft's prior written approval in each instance. Lyft warrants and represents that it has (or has obtained from all appropriate rights holders) all necessary rights and authority to grant the license granted by it hereunder. Agency hereby covenants and agrees that the Lyft Marks shall remain the sole and exclusive property of Lyft and that Agency shall not hold itself out as having any ownership rights with respect thereto. Any and all goodwill associated with the Lyft Marks shall inure directly to the benefit of Lyft. Agency's use of Lyft Marks must conform to Lyft's usage guidelines and instructions as Lyft may provide or update from time to time (and in no event shall the color, style, appearance, or relative dimensions of the Lyft Marks be altered or changed in any way).

b. License to Use Agency Marks. Agency hereby grants to Lyft a revocable, time-limited, royalty-free, non-exclusive, non-transferable, non-sublicensable right and license to use all names, marks and logos associated with Agency (collectively, "Agency Marks") during the Term, solely in furtherance of Lyft's obligations in this Agreement. Lyft may additionally use the Agency's marks and logos in confidential presentations about the program, including procurement responses and presentations. Lyft's use of any of the Agency Marks shall be subject to Agency's prior written approval in each instance. Agency warrants and represents that it has (or has obtained from all appropriate rights holders) all necessary rights and authority to grant the license granted by it hereunder. Lyft hereby covenants and agrees that the Agency Marks shall remain the sole and exclusive property of Agency and that Lyft shall not hold itself out as having any ownership rights with respect thereto. Any and all goodwill associated with the Agency Marks shall inure directly to the benefit of Agency. Lyft's use of Agency Marks must conform to Agency's

usage guidelines and instructions as Agency may provide or update from time to time (and in no event shall the color, style, appearance, or relative dimensions of the Agency Marks be altered or changed in any way).

**7. Confidential Information.**

a. Either Party (the "**Disclosing Party**") may disclose or make available to the other Party (the "**Receiving Party**"), whether orally or in physical form, confidential or proprietary information concerning the Disclosing Party and/or its business, products, services, marketing, promotional or technical information in connection with this Agreement (collectively, the "**Confidential Information**"). For purposes hereof, Confidential Information will not include information: (a) which was previously known to Receiving Party without an obligation of confidentiality; (b) which was acquired by Receiving Party from a third party which was not, to the Receiving Party's knowledge, under an obligation to not disclose such information; (c) which is or becomes publicly available through no fault of Receiving Party; (d) which Disclosing Party gave written permission to Receiving Party for disclosure, but only with respect to such permitted disclosure; or (e) independently developed without use of the other party's Confidential Information.

b. Requirements. Except as otherwise required by applicable law, each Receiving Party agrees that (a) it will use the Confidential Information of the Disclosing Party solely for the purpose of this Agreement and (b) it will not disclose the Confidential Information of the Disclosing Party to any third party other than the Receiving Party's employees or agents on a need-to-know basis who are bound by obligations of nondisclosure and limited use at least as strict as those contained herein. The Receiving Party will protect the Confidential Information of the Disclosing Party in the same manner that it protects the confidentiality of its own proprietary and confidential information and materials of like kind, but in no event less than a reasonable standard of care. The Receiving Party is responsible for any breach of the confidentiality provisions of this Agreement by its employees or agents. In the event the Receiving Party receives a subpoena or other validly issued administrative or judicial process demanding the Confidential Information or is otherwise required by law to disclose Confidential Information, the Receiving Party will give the Disclosing Party prompt written notice of such request prior to disclosure and shall make diligent efforts to limit disclosure pursuant to any available bases under applicable law. Receiving Party agrees to cooperate fully with the Disclosing Party and to provide the Disclosing Party with the opportunity to review any response to discovery requests by Receiving Party. If the Receiving Party determines that it must disclose such information, then the Receiving Party will provide Disclosing Party a minimum of ten (10) business days prior to the proposed disclosure, so that the Disclosing Party may assert any defenses to disclosure that may be available. If Receiving Party is required to release Disclosing Party's Confidential Information, it nevertheless shall use any available authorities to redact personal or business confidential information from such records to the extent consistent with applicable law and the final judgment. Upon request by the Disclosing Party, the Receiving Party will return all copies of any Confidential Information to the Disclosing Party, if permitted by law or if returning such copies is not commercially infeasible for Receiving Party. Confidential Information disclosed by the Disclosing Party to the Receiving Party will at all times remain the property of the Disclosing Party. No license under any trade secrets, copyrights, or other rights is granted under this Agreement or by any disclosure of Confidential Information under this Agreement. Notwithstanding anything contained herein to the contrary, the parties acknowledge the Rider personally identifiable information ("Rider PII") will be redacted from any disclosure request in accordance with Lyft's Privacy Policy and applicable privacy laws.

c. Exception. Notwithstanding any other provision of this Section 7, the Parties acknowledge and agree that Agency is subject to the California Public Records Act (Cal. Gov't Code §6250 *et seq.*), and as such is required by law to produce non-exempt public records in its possession, custody or control pursuant to a request for such records submitted to Agency under said Act. Accordingly, the Parties agree that any Confidential Information provided to Agency pursuant to this Agreement that constitutes a public record may be disclosed by Agency to the extent required by law (as determined by Agency in its sole discretion) without liability under this Agreement, and that such disclosures shall not be subject to subsection (b) of this Section; provided, however, that Agency will notify Lyft if Agency is required to produce non-exempt public records related to this Agreement promptly prior to disclosure, and provided further that Agency makes diligent efforts to limit disclosure pursuant to any available basis set forth in the California Public Records Act or other applicable law. If Agency determines that it must disclose such information, then the Agency will provide Lyft ten (10) business days prior to the proposed disclosure such that Lyft may seek court intervention concerning the potential disclosure of Lyft's Confidential Information. If Agency is required to release Lyft's Confidential Information, it nevertheless shall use any available authorities to redact personal

or business Confidential Information from such records to the extent consistent with applicable law and the final judgment.

**8. No Publicity**. Except as may be expressly set forth on the Partnership Program Form, neither Party may issue a press release, post information online (including web sites, social media channels or blogs) or otherwise refer to the other Party in any manner with respect to this Agreement, the Partnership Program or otherwise, without the prior written consent of the other Party.

**9. Representations and Warranties; Disclaimer**.

a. Each Party hereby represents and warrants that: (a) it has full power and authority to enter into this Agreement and perform its obligations hereunder; (b) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its origin; (c) it has not entered into, and during the Term will not enter into, any agreement that would prevent it from complying with this Agreement; (d) it will comply with all applicable laws and regulations in connection with its performance of this Agreement; (e) the content, media and other materials used or provided as part of the Partnership Program shall not infringe or otherwise violate the intellectual property rights, rights of publicity or other proprietary rights of any third party. Additionally, Agency represents and warrants that it will not use the Lyft Platform or Service in any manner that violates applicable regulations, policies, or guidance, published by the FTA (Federal Transit Administration) at https://www.transit.dot.gov/shared-mobility or https://www.transit.dot.gov/. Prior to any Rides taken under this Agreement, Agency represents and warrants that Agency will notify its Riders that such Riders' personal information may be subject to Agency's compliance with applicable public disclosure laws and subsequently be made public following requests for such information. For clarity, Lyft redacts Riders' personal information in connection with applicable public disclosure laws.

b. The Parties acknowledge and agree that the Services provided pursuant to this Agreement do not constitute "designated public transportation" for purposes of 49 C.F.R. §37.21. Additionally, the Parties acknowledge and agree that Lyft is not performing transportation services for the general public under this Agreement, and therefore this Agreement shall not be subject to 49 C.F.R. §37.23.

c. EXCEPT AS SET FORTH HEREIN, EACH PARTY MAKES NO REPRESENTATIONS, AND HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING ITS SERVICES OR PRODUCTS OR ANY PORTION THEREOF, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. SPECIFICALLY, EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, LYFT MAKES NO WARRANTIES CONCERNING THE LYFT APP, LYFT PLATFORM, OR THE SERVICES AND LYFT PROVIDES THE SERVICES "AS IS" AND WITHOUT WARRANTY. LYFT DOES NOT WARRANT THAT THE SERVICES WILL MEET AGENCY'S REQUIREMENTS OR THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. TO THE FULLEST EXTENT PERMITTED BY LAW, LYFT SPECIFICALLY DISCLAIMS ALL WARRANTIES IN RESPECT TO THE SERVICES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. IN THE EVENT THAT A LYFT PASS BENEFIT IS NONFUNCTIONAL, AGENCY'S SOLE REMEDY, AND LYFT'S SOLE LIABILITY, SHALL BE THE REPLACEMENT OF SUCH LYFT PASS BENEFIT.

**10. Ownership and Feedback.** Lyft and its affiliates are and shall remain the owners of all right, title and interest in and to the Services, including any updates, enhancements and new versions thereof, and all related documentation and materials provided or available to Agency or any Rider in connection with this Agreement. Agency acknowledges and agrees that any questions, comments, suggestions, ideas, feedback or other information about the Services ("***Feedback***") provided by Agency to Lyft are optional, anonymized, and non-confidential and shall become the sole property of Lyft. Lyft grants Agency a nonexclusive, nontransferable limited license to retain, use or disclose such information only as necessary to comply with applicable law. Subject to the foregoing, Lyft shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and

dissemination of this Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to Agency or any Rider.

**11. Indemnification.**

a. Indemnification by Agency. If permissible under applicable state law, Agency agrees to defend, indemnify and hold harmless Lyft and its directors, officers, employees and agents from and against any and all third party claims, actions, proceedings, judgments, , damages, losses, errors, omissions, penalties, forfeitures, costs, expenses and fees (including reasonable and documented attorneys' fees) arising out of or related to (i) Agency's breach of this Agreement; (ii) Agency's violation of any of its representations and/or warranties in Section 9(a); (iii) any allegation that Lyft's use of Agency's Marks or intellectual property as permitted herein infringes or misappropriates the intellectual property rights of a third party, including without limitation patent, copyright, trademark or other proprietary or intellectual property rights of such third party; and (iv) Agency's violation of any applicable law or regulation in connection with the performance of this Agreement. In the event Agency is precluded, by law or regulation, from indemnifying Lyft for any third party claims resulting from Agency's actions in this Section 11(a)(ii), Lyft may suspend the Services in accordance with Section 16(e) below. In the event Lyft is subject to third-party claims resulting from Agency's violation of privacy laws, including the notices and consents requirements in Section 5 of this Agreement, Lyft may terminate this Agreement upon ten (10) days prior written notice.

b. Indemnification by Lyft. Lyft agrees to defend, indemnify and hold harmless Agency, its elected and appointed officers, employees and agents from and against any and all claims, actions, proceedings, judgments, damages, losses, errors, omissions, penalties, forfeitures, costs, expenses, and fees (including reasonable attorney's fees) with respect to any third party claim arising out of or related to: (i) Lyft's breach of this Agreement; (ii) Lyft's violation of any of its representations and/or warranties in Section 9(a); (iii) any allegation that Agency's use of Lyft's Marks or intellectual property as permitted herein infringes or misappropriates the intellectual property rights of a third party, including without limitation patent, copyright, trademark or other proprietary or intellectual property rights of such third party; and (iv) Lyft's violation of applicable law or regulation in connection with the performance of this Agreement.

c. Indemnification Procedure. A Party's obligation to indemnify the other under this Section is subject to the indemnified party notifying the indemnifying party promptly in writing of any claim as to which indemnification will be sought and providing the indemnifying party reasonable cooperation in the defense and settlement thereof. In each case, the indemnifying party will have the exclusive right to defend any such claim and the indemnifying party may not settle or compromise any such claim without the prior written consent of the indemnified party. An indemnified party may, at its sole cost and expense, participate in the defense of a claim with counsel of its own choosing.

**12. LIMITS OF LIABILITY**. TO THE FULLEST EXTENT PERMITTED BY LAW, EXCEPT FOR IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY CLAIM FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, FOR LOSS OF GOODWILL, FOR LOSS OF BUSINESS PROFITS, OR DAMAGES FOR LOSS OF BUSINESS, OR LOSS OR INACCURACY OF DATA OF ANY KIND, OR OTHER INDIRECT ECONOMIC DAMAGES, WHETHER BASED ON CONTRACT, NEGLIGENCE, TORT (INCLUDING STRICT LIABILITY) OR ANY OTHER LEGAL THEORY, EVEN IF SUCH PARTY HAS BEEN ADVISED OR HAD REASON TO KNOW OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. THE AGGREGATE AMOUNT OF ANY AND ALL LIABILITY OF ONE PARTY TO THE OTHER FOR ANY CLAIM(S) ARISING FROM OR RELATING TO THE AGREEMENT, SHALL BE LIMITED TO DIRECT PROVABLE DAMAGES AND SHALL NOT EXCEED, IN ANY EVENT, TWO HUNDRED THOUSAND FIFTY DOLLARS ($250,000). THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO OUTSTANDING AMOUNTS OWED BY AGENCY FOR FEES INCURRED BY RIDERS, AND SHALL NOT LIMIT THE SCOPE OF LYFT'S COMMERCIAL AUTOMOBILE LIABILITY POLICY OR THE OTHER INSURANCE COVERAGES PROVIDED BY LYFT PURSUANT TO THIS AGREEMENT.

**13. Insurance**. During the term of this Agreement, Lyft shall maintain in force during the term, at Lyft's own expense, at minimum the following insurance coverages:

a. Workers' Compensation Insurance in accordance with state statutory laws, including Employers' Liability with minimum limits of $1,000,000 for each accident.

b. Commercial General Liability Insurance with minimum limits of $1,000,000 per occurrence, $2,000,000 general aggregate. . The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, product and completed operations, personal, bodily, property and advertising injury, and contractual liability.

c. Commercial Automobile Liability Insurance with limits of minimum $1,000,000 for each accident for third party bodily injury and property damage, including Uninsured/Underinsured motorist coverage with limits in accordance with local regulations. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile. This policy shall not apply to rides originating in New York City where Drivers are professionally licensed and carry insurance in amounts mandated by the Taxi and Limousine Commission ("TLC").

**14.** General Insurance Requirements.

Commercial Automobile Liability Insurance shall include coverage for all vehicles operated by drivers used in the performance of this Agreement. All policies maintained shall be written as primary policies, and shall include the Agency, its elected and appointed officers, employees and agents as additional insureds via blanket endorsement (except with respect to Workers Compensation), and any insurance maintained by Agency or its officers, employees or agents shall apply in excess of, and not contribute with Lyft's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the Agency, 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. The fact that Lyft has obtained the insurance required hereunder shall in no manner lessen or otherwise affect such Lyft's other obligations or liabilities set forth in this Agreement.

All of said policies of insurance shall provide that said insurance may not be cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice. In the event any of said policies of insurance are cancelled, the Agency shall, prior to the cancellation date, submit new evidence of insurance in conformance to this section to the Agency.

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

All certificates shall include the Agency as additional insured via blanket endorsement (providing the appropriate endorsement).

The coverage shall contain no special limitations on the scope of protection afforded to the Agency and its respective elected and appointed officers, officials, employees or volunteers. Lyft'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. If Lyft carries higher limits of insurance for General Liability and/or Automobile Liability, either directly or by means of an excess or umbrella coverage, then the City shall be entitled to those higher limits.

**15. 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 Agency ("Risk Manager") due to unique circumstances.

**16. Termination**

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a. Termination Events. Except as otherwise provided in the Agreement, this Agreement may be terminated by either Party, by written notice to the other Party, in the event of a material breach by the other Party of any material term or condition of the Agreement that remains uncured for thirty (30) days after receipt of written notice thereof from the non-breaching Party. Termination by either Party for breach shall be in addition to any other remedies the non-breaching party may have for such breach. Either Party may terminate the Agreement immediately by written notice to the other party upon: (i) the other Party becoming insolvent; (ii) the other Party's initiation of any proceeding under Federal bankruptcy or state insolvency law regarding its own bankruptcy, reorganization, or insolvency; (iii) the initiation of any proceeding under Federal bankruptcy or state insolvency laws against the other Party that is not dismissed within sixty (60) days; (iv) the appointment of a receiver or a similar officer for the other Party or for a substantial part of the other Party's property; or (v) the other Party making an assignment for the benefit of creditors or otherwise being reorganized for the benefit of creditors.

b. Disputes: Default. In the event that Lyft is in ongoing default under the terms of this Agreement, the Agency may give notice to Lyft of the default and the reasons for the default. The notice shall include the timeframe in which Lyft may cure the default. This timeframe is presumptively a minimum of thirty (30) days, but may be extended as circumstances warrant, in Agency Administrator's discretion. Solely during the period of time that Lyft is in default, the Agency shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the Agency may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Lyft does not cure the default, the Agency may take necessary steps to terminate this Agreement under this Section.

c. 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 obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Lyft 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.

d. Attorney's 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 recovery of its 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.

e. Suspension. Lyft may also suspend the Agency Account immediately if: (i) Agency materially violates (or gives Lyft reason to believe Agency has materially violated) this Agreement; (ii) there is reason to believe the Agency's use of the Lyft Platform or Services is fraudulent or negatively impacting the operating capability of the Lyft Platform; (iii) Lyft determines, in its sole discretion, that providing the Lyft Platform and Services is prohibited by applicable law, or it has become impractical or unfeasible for any legal or regulatory reason to provide the Lyft Platform and Services; or (iv) Agency disputes any Fees (other than a dispute that is due to Lyft's default pursuant to Section 16(b) above) which remain unresolved in excess of sixty (60) days after providing Lyft notice of such dispute, unless such delay is due to Lyft's ongoing investigation. Suspension shall be for the minimum amount of time reasonably necessary to rectify the problem, and Lyft shall notify Agency of the anticipated timeframe of the suspension. No suspension shall interfere with the right of either Party to terminate this Agreement pursuant to any provision of this Section 16.

f. Survival. Any outstanding payment obligations and Sections 1, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 16 of this Agreement shall survive the expiration or termination of this Agreement.

**17. General.**

a. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California or the state in which the Agency resides without regard to its conflict of laws provisions.

b. Notice. Any and all notices permitted or required to be given hereunder shall be sent to the address first set forth above, or such other address as may be provided, and deemed duly given: (a) upon actual delivery, if delivery is by hand; or (b) by electronic mail. Additionally, for program specific issues the parties may agree for the provision of certain notices by email to the recipients indicated below. In the event a Party gives notice by electronic mail, such notice must be followed with a written copy of the notice to the receiving party's legal department.

**Contacts.**

For Lyft:
Department: Transit Partnerships Team
Email: transit@lyft.com

For Agency:
Name: Jason J. Jo, Transportation Supervisor
Email: jjo@carson.ca.us

c. Waiver, Modification. The failure of either Party to enforce, at any time or for any period of time, the provisions hereof, or the failure of either Party to exercise any option herein, shall not be construed as a waiver of such provision or option and shall in no way affect that Party's right to enforce such provisions or exercise such option. 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 the Agency of any services by Lyft 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. Any modification or amendment to this Agreement shall be effective only if in writing and signed by both parties.

d. 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.

e. Severability. In the event any provision of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement (and each of the remaining terms and conditions contained herein) shall remain in full force and effect.

f. Force Majeure. Any delay in or failure by either Party in performance of this Agreement shall be excused if and to the extent such delay or failure is caused by occurrences beyond the control of the affected Party including, but not limited to, decrees or restraints of Government, acts of God, strikes, pandemic, work stoppage or other labor disturbances, war or sabotage (each being a "***Force Majeure Event***"). The affected Party will promptly notify the other Party upon becoming aware that any Force Majeure Event has occurred or is likely to occur and will use its best efforts to minimize any resulting delay in or interference with the performance of its obligations under this Agreement.

g. No Assignment. This Agreement may not be transferred or assigned, in whole or in part, by a Party without the prior written consent of the other Party, provided that each Party may assign this Agreement to (a) an affiliate of such Party; or (b) in connection with the sale of all or substantially all of such Party's equity, business

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or assets. Any prohibited assignment or transfer shall be void. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of each Party hereto and its respective successors and assigns.

h. Relationship of Parties. The parties shall be independent contractors in their performance under this Agreement, and nothing contained in this Agreement shall be deemed to constitute either Party as the employer, employee, agent or representative of the other Party, or both parties as joint venturers or partners for any purpose.

i. Non-liability of Agency Officers and Employees. No officer or employee of the Agency shall be personally liable to Lyft, or any successor in interest, in the event of any default or breach by the Agency or for any amount which may become due to Lyft or to its successor, or for breach of this Agreement.

j. Covenant Against Discrimination. To the extent required by applicable law, Lyft covenants that 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.

k. 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.

l. Representation of Non-Collusion. To the best of its knowledge and to the extent required by applicable law, no official, officer, or employee of Agency has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of the Agency 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. Lyft represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any Agency official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Lyft further represents that 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 Agency official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Lyft 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.

Lyft's Authorized Initials OS MR

m. Entire Agreement; Counterparts; Amendment. This Agreement and the exhibits attached hereto contain the full and complete understanding and agreement between the parties relating to the subject matter hereof and supersede all prior and contemporary understandings and agreements, whether oral or written, relating such subject matter hereof. This Agreement may be executed in one or more counterparts and by exchange of signed counterparts transmitted by facsimile, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same original instrument. The Agreement may only be amended or modified through a writing signed by both Parties.

n. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) they are duly authorized to execute and deliver this Agreement on behalf of said party; and (ii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement.

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**CONFIDENTIAL**

IN WITNESS WHEREOF, the Parties have executed this Agreement through their respective duly authorized representatives as of the Effective Date.

| **AGENCY** | **LYFT, INC.** |
|---|---|
| CITY OF CARSON, a municipal corporation | Signed By: DocuSigned by: Mark Roberts 38C87365AE03421 |
| Lula Davis-Holmes | Name: Mark Roberts |
| ~~Albert Robles~~, Mayor Lula Davis-Holmes | |
| Date: January 5, 2021 | |
| **ATTEST:** | |
| Donesia Gause-Aldana, City Clerk | |
| Date: January 5, 2021 | Title: Head of Business Strategy |
| **APPROVED AS TO FORM** | |
| | Date: 1/5/2021 |
| Sunny K. Soltani, City Attorney | |
| [BRJ] | |

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**CONFIDENTIAL**

**EXHIBIT A**

## PROGRAM PARTNERSHIP FORM

| | |
|---|---|
| **Lyft:** | Lyft, Inc.<br>185 Berry St. Suite 5000<br>billing@lyft.com |
| **Agency:**<br>Address<br>Billing Contact<br>Billing Email | City of Carson<br>701 East Carson Street, Carson, CA 90745<br>Jason Jo<br>jjo@carson.ca.us |

**A. Program Product Features**

| Program Features | | |
|---|---|---|
| **Feature** | **Selected Features** (*Insert an "X"*) | **Payment Method** |
| Lyft Business Profiles | | Monthly Invoice |
| Lyft Pass | X | Monthly Invoice |
| Lyft Concierge | X | Monthly Invoice |

**Overview**. The program will provide subsidized Rides for all participants 18 years of age or older who apply the coupon codes using Lyft to travel within the boundaries determined by the Agency ("***Eligible Participants***"). Eligible Participants will receive an Agency subsidiary described below on this Exhibit A, and in the Program Product Features Addendum.

B. **Term.**

This Partnership Program shall be valid until June 30, 2024 from the Partnership Program Form Effective Date (as defined below) (the "***Initial Term***") and may be renewed by the Agency, in its sole and absolute discretion, for two (2) additional one (1) year terms (each, a "***Renewal Term***"). The Initial Term and all Renewal Terms collectively shall be referred to herein as the "***Term***".

C. **Fees and Payment**. The total compensation for the Initial Term shall not exceed Two Hundred Ten Thousand Dollars ($210,000) (the "***Contract Sum***"), and the annual compensation shall not exceed Sixty Thousand Dollars ($60,000) per year.

D. **Method of Compensation.** The method of compensation shall be monthly invoices based upon the use of the Agency's Ride subsidies as specified in this Exhibit A, provided that the Contract Sum is not exceeded.

E. **Partnership Program Form History** *(Insert an "X" for the applicable option)*

This Partnership Program Form represents the sole ordering agreement between Lyft and Agency solely for the Agency specified above and voids, supersedes, and replaces all prior order forms, SOWs, and pricing agreements previously entered into between the parties for such Agency (the "***Primary Order Form***").

F. **Invoicing Payment Terms.** Agency agrees pay all undisputed Fees within thirty (30) days of receipt of each correct monthly invoice. Within thirty (30) days of receipt of the applicable invoice, Agency must notify Lyft in writing if it disputes any portion of any Fees paid or payable by Agency to resolve the applicable dispute promptly. In the event any charges or expenses are disputed by Agency, the original invoice shall be returned by Agency to Lyft for correction and resubmission. Review and payment by Agency for any invoice provided by Lyft shall not constitute a waiver of any rights or remedies provided herein or any applicable law. Invoices will be sent to Agency electronically via e-mail as a PDF on a monthly basis. All fees will be paid in United States dollars (USD). Except as otherwise provided in the Agreement, payment obligations are non-cancelable and undisputed Fees, once paid, are non-refundable. If Agency fails to pay an invoice when due and fails to cure such non-payment within 14 days of written notice thereof, then Lyft may assess and Agency will pay a late fee of the lesser of 1.5% per month or the maximum amount allowable by law.

G. **Manual Program Parameters.** When certain program parameters cannot be achieved by Administrator self-service via Lyft Pass, Agency may request manually set parameters from Lyft ("Manual Program Parameters"). Below are the Manual Program Parameters for codes and/or credits implemented under the Agreement. These Manual Program Parameters may be changed upon prior notice to Lyft.

| | |
|---|---|
| ☐ Location Limits | The Agency Codes/Credits will be for travel limited by a geofence as outlined and detailed in **Attachment 1 (*"Program Map Area"*).** |
| ☐ Time Windows | Agency financed subsidies will only be applied to Rides 24 hours per day, 7 days per week |
| ☐ Ride Type Restriction | *Lyft Standard or Lyft Shared (if permissible)<br><br>*Subject to regulation or Lyft policies, Riders may be required to wear face masks during a Ride. |
| ☐ Number of Rides | Each Monthly Code shall grant each Rider up to 30 subsidized rides per month. |
| ☐ Subsidy Structure | Each ride that meets all the restrictions of the program will qualify to have a 50% discount applied to the Ride, up to a maximum Agency subsidy of $10 per Ride. The discount/subsidy is subject to change by the Administrator at any time, provided the Contract Sum shall not be exceeded. All qualifying ride costs will be covered by the credit, subject to the foregoing limitations and the 30 subsidized rides per month maximum for each Rider. Any additional costs in excess of the foregoing limitations will be paid by the Rider. |
| ☐ Eligibility | Open to Eligible Participants |
| ☐ Number of Total Codes Available | On program start date, which shall be mutually agreed to by the parties in writing (email will suffice), 1,000 codes should be made available. The Agency can request that the total number of Codes be increased by sending an email to transit@lyft.com. |
| ☐ Code Name | Will be determined in partnership with Lyft and a final code name decided over email by Lyft and the Agency Administrator. The final Code name will be provided via email from transit@lyft.com.. |
| ☐ Monthly Renewal | Each month, enrollees in the program who have entered the Code in their Lyft app, will receive a new monthly pass for the subsequent month, unless the Agency notifies Lyft to exclude specific current passengers from the ensuing month's enrollment |

| | |
|---|---|
| | within seven (7) business days of the last day of the current month. |

H. **Agency Administrator**. Jason Jo, Transportation Supervisor, is hereby designated as Agency's Administrator, and will be Lyft's primary contact with Agency.

I. **Data Reports**. Data reports shall be provided ass set forth in the Data Reporting Addendum.

J. **Service Complaints**. Any complaints and/or concerns received by Agency shall be forwarded to the Lyft for prompt action and resolution. Lyft will respond to all complaints/concerns within four (4) business days from the time it was forwarded. The Agency reserves the right to request that Lyft reinvestigate, resolve complaints and provide an update on the resolution.

Should Lyft fail to provide reasonable accommodation and resolution to any complaints and/or concerns, the Agency shall have the option to call a joint meeting to discuss options.

K. **Agreement**: The Fees will be applied to the Agency and its associated account(s). This Partnership Program Form and the Product Addendum attached hereto is hereby incorporated into and subject to the certain General Services Agreement, to which this form is attached, which is effective on or prior to the Partnership Program Effective Date (as defined below) (the "***Agreement***"). Capitalized terms used but not defined in this Partnership Program Form shall have the meanings ascribed to them in the Agreement. In the event of any direct conflict between the terms of this Partnership Program Form and the terms of the Agreement, then the terms of this Partnership Program Form shall control. The persons signing on behalf of the Parties represent that they have the full authority to execute and bind their respective Parties to this Partnership Program Form. Provided that both Parties execute this Partnership Program Form, this Partnership Program Form shall be effective on the date that it is countersigned below ("***Partnership Program Form Effective Date***").

[This space is intentionally left blank; signature page follows]

**CONFIDENTIAL**

**AGENCY**
CITY OF CARSON, a municipal corporation

~~Albert Robles, Mayor~~

Date: January 5, 2021

**ATTEST:**

Donesia Gause-Aldana, City Clerk

Date: January 5, 2021

**APPROVED AS TO FORM**

Sunny K. Soltani, City Attorney
[BRJ]

**LYFT, INC.**

By: DocuSigned by: Mark Roberts
38C87365A603421

Name: Mark Roberts

Title: Head of Business Strategy

Date: 1/5/2021

**CONFIDENTIAL**

**Program Product Feature Addendum to Partnership Program Form**

This Program Product Feature Addendum ("***Product Addendum***") contains additional terms and conditions that govern Agency's use of specific products or Services that may be selected on an applicable Partnership Program Form. Any capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement. In the event of any conflict between this Product Addendum and the Agreement, this Product Addendum shall control. **For avoidance of doubt, the terms and conditions for any product or Service, not selected on a Partnership Program Form, will not apply as to Agency.**

1. **Dashboard and Administrators (As Applicable)**

a. Definitions.

i. "***Administrator(s)***" means any agent authorized by Agency to serve as a Agency Account administrator.

ii. "***Dashboard***" means an online portal owned or operated by Lyft which provides access to the Services in connection with the applicable Agency Account.

b. Using the Dashboard. In addition to accessing the Services, Agency may use the Dashboard to perform a variety of actions which may include requesting Rides via Concierge, and placing certain restrictions on Agency Riders activity in connection with the Services. Lyft reserves the right to add, remove, and update features and functionality of the Dashboard at any time and Lyft will not be responsible for any loss of data or any other damages associated with such changes.

c. Agency Administrator. Agency must designate at least one (1) authorized agent to serve as the Administrator and will train the Administrator to access and use the Services and will be Lyft's primary contact with Agency. Agency agrees to (i) maintain all Dashboard login credentials in confidence; (ii) only permit the lead Administrator and Agency's other authorized Administrators to access the Dashboard; and (iii) update all information of the lead Administrator and other authorized Administrators to ensure that it is current, accurate, and complete. Agency shall limit access to all data within the Agency Account and the Dashboard to only those Agency personnel who have a need to access such data for legitimate business purposes related to managing and administering the Services.

2. **Lyft for Employee Business Travel ("LFB") (As Applicable)**

a. Definitions.

i. "*AutoPay*" means a central billing method which allows Charges to be submitted directly to Agency for payment via credit card.

ii. "*Business Profile*" means an additional profile that a Rider can create within the Rider's Lyft App by using the Rider's organizational email address.

iii. "*People Sync*" means the use of a secure file transfer protocol (SFTP) integration to programmatically add or remove employees from the LFB program under Agency Account via an employee roster file.

b. Lyft for Business. The Lyft for Business ("*LFB*") program allows Agency to administer, track and view LFB transportation of Riders whom have created an additional Business Profile within the Rider's individual Lyft App. Upon successful creation of a Business Profile, the Rider may take LFB Rides and associate such rides to Agency's Account.

c. Payment. Agency may opt into AutoPay or invoicing for LFB Rides. In the alternative, Agency may elect to allow Agency Riders to pay Charges for Rides through the Agency Rider's Business Profile

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associated with the Agency, in which case each Agency Rider will be responsible for payment of all Charges for their Rides and Lyft will charge the Agency Rider's designated credit card on file.

d. Announcement/Invitation Method. Agency may use one the following method to notify Agency's employees of the Lyft for Business program:

i. Agency's Email System: Using Lyft-prepared templates Agency will send out i) an announcement email via Agency's own email system to employees announcing the LFB program, and informing them that they'll receive a follow up invitation email that will allow them to opt-in, and ii) an opt-in invitation email, inviting the employees to sign up for the LFB program, which contains a link to the opt-in webpage.

ii. Lyft Dashboard: Using the Lyft Dashboard, Agency will upload a file containing a list of employee email addresses, which will allow Lyft, on Agency's behalf, to send auto-generated emails using Lyft-prepared email templates to a) announce the Lyft for Business program to employees, and b) invite employees to opt-in to the Lyft for Business program. Once the announcement and invitation emails are sent out, employees will receive additional email communications that i) remind employees that have not opted in to opt-in, and ii) highlight promotions and other benefits of the LFB program.

iii. People Sync: Agency may opt into People Sync which allows Agency to automatically invite and remove employees from the Agency's account, through an employee roster file via SFTP integration. When an employee is added to the employee roster file, the employee will be automatically invited to join the LFB program under Agency's account; similarly, when an employee is removed from the employee roster file, the employee will be automatically removed from the Agency Account.

3. **Concierge (As Applicable)**

a. Definitions.

i. "***Lyft Concierge***" means an online portal owned or operated by Lyft that enables Agency to request Rides for Agency Riders through the Dashboard.

b. Ride Request. To submit a Ride request through Lyft Concierge (a "**Request**"), an Administrator will be required to provide all relevant information for the Ride, including the Agency Rider's first and last name, pick-up and drop-off location, and telephone number. Lyft will transmit the Request via the Lyft Platform to available Drivers. In the event a Ride is scheduled for a future date and time, Lyft will submit the Request to Drivers within a reasonable time from the desired pick-up time. Lyft will use reasonable efforts to notify Agency of any updates related to the Request, including Driver acceptances, cancellations or the inability to find a match for the Ride. The Driver who accepted the Request may contact the Agency Rider via the calling or texting features within the Lyft App to provide updates on the Request or otherwise related to the Ride. Agency represents and warrants that it will not use Lyft Concierge to submit Requests for Riders who are less than eighteen (18) years of age.

b. Quoted Fare and Variable Fare. When using Lyft Concierge to submit a Request, Lyft will quote Agency a Ride charge at the time of the Ride Request (the "***Quoted Fare***"). The Quoted Fare is calculated based on time, distance, time of day, and other variables as determined by Lyft. The Quoted Fare is subject to change until the Ride Request is made. In the event the Quoted Fare is not available, Lyft will charge Agency and Agency will pay Fees based on a variable fare which consists of a base charge and incremental fees based on the duration and distance of the Ride (the "***Variable Fare***") along with other applicable fees, tolls, surcharges, Prime Time (time of high demand for Rides), and taxes as set forth on the applicable market's Lyft Cities page (www.lyft.com/cities). Additionally, if, during the Ride, Agency or the Agency Rider changes the destination, makes multiple stops, or attempts to abuse the Lyft Platform, Lyft may cancel the Quoted Fare quote and charge Agency a Variable Fare based on the time and distance of the Ride. Lyft does not guarantee that the Quoted Fare will be equal to the Variable Fare for the same Ride. All payments shall be made in accordance with Section D (Fees and Payment), in the partnership Program Form.

4. **Lyft Pass (As Applicable)**

a. Definitions:

i. "***Lyft Pass***" means a self-service product within the Lyft Business Portal that allows an Administrator to issue Ride benefits made available for use on the Lyft Platform. Lyft Pass can be issued as a one-time or monthly recurring benefit in the form of ride credits.

ii. "***People Sync***" means the use of a secure file transfer protocol (SFTP) integration to programmatically add or remove eligible participants from the list of Lyft Pass recipients under Customer's Account via an approved roster file.

iii. "**Lyft Pass API**" means an application programmable interface which allows Customer, through an integration with Customer's application, the ability to create and set criteria for individualized programs for the purpose of issuing Lyft Pass benefits to program eligible participants.

b. Method of Administration. Administrators have the ability to (i) set a Lyft Pass as a one-time or recurring benefit; (ii) set an expiration date and value for each Lyft Pass benefit; and (iii) include time, geofencing, and ride type restrictions.

c. Inviting Customer Riders to Lyft Pass. To invite an individual to join a Lyft Pass Program, Customer must provide at least one of the following:

i. Rider's business email
ii. Rider's personal phone number
iii. Lyft generated code or link

d. Deposit and Use of Lyft Pass Program Benefits. Upon adding Customer Rider to a Lyft Pass Program, a text message, email, and/or in-app communication informing the Rider that the Rider has been added to the specified Lyft Pass Program and the corresponding set of Lyft Pass has been deposited into the Rider's Lyft account. Riders must (i) download and install the Lyft App on a compatible mobile device; (ii) create and maintain and active Lyft account, including agreeing to Lyft's Terms of Service (https://www.lyft.com/terms), as may be updated from time to time; (iii) successfully receive Lyft Pass in the Rider's Lyft App; and (iv) takes a Ride via the Lyft App which qualifies for Lyft Pass redemption under this Agreement. For Rides taken by Riders that exceed the amount of Lyft Pass benefit available, Lyft will charge Rider's personal payment method on file. Customer acknowledges and agrees that (i) Customer is responsible for policing, managing, regulating, overseeing, and supervising the use of Company's issued Lyft Pass benefits by Riders, prospective Riders, attendees, or any other individuals, and (ii) Customer shall be solely liable for all use (including unauthorized use) of Lyft Pass program benefits.

e. Payment. Lyft will invoice or charge Customer for the full dollar amount of Lyft Pass benefit used by its Riders in accordance with the Agreement or an applicable Order Form.

## LYFT, INC.

## DATA REPORTING ADDENDUM

Lyft will submit a monthly report with the reporting parameters set forth below to the City no later than the 15th of the following month. The reports will be marked and should be treated as Confidential Information pursuant Section 7 of the Agreement.

1. **Data Fields**
   (a) Anonymized ID of Agency Rider
   (b) Trip Transaction ID
   (c) Trip Date (month, year)
   (d) Trip Day (Monday-Sunday)
   (e) Trip pick up time (See Definition of Trip Time Periods below)
   (f) Trip Pick up location (Census Block Group)
   (g) Trip drop off location (Census Block Group)
   (h) Trip Distance Traveled
   (i) Trip Duration
   (j) Total Trip Cost

**Trip Time Periods**. Below is the definition of time periods included in the monthly data reports.

| Trip Time Periods | |
|---|---|
| EARLY AM | 12 AM - 3 AM |
| MID AM | 3 AM - 6 AM |
| PEAK AM | 6 AM - 9 AM |
| LATE AM | 9 AM - 12 PM |
| EARLY PM | 12 PM - 3 PM |
| MID PM | 3 PM - 6 PM |
| PEAK PM | 6 PM - 9 PM |

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# AMENDMENT NO. 1

## TO GENERAL SERVICES AGREEMENT

**THIS AMENDMENT TO THE GENERAL SERVICES AGREEMENT** ("Amendment") by and between the CITY OF CARSON, a California municipal corporation ("City") and LYFT, INC., a Delaware corporation ("Consultant"), is effective as of the 30th day of June, 2024.

## RECITALS

A. City and Consultant entered into that certain General Services Agreement dated January 5, 2021 ("Agreement"), consisting of the Term and Conditions set forth in the body of the Agreement and the "Partnership Program Form" attached as Exhibit "A" to the Agreement (inclusive of the Program Product Feature Addendum and the Data Reporting Addendum to the Partnership Program Form), whereby Consultant agreed to provide certain services to City relating to making subsidized Lyft rides available to Eligible Participants in the City. The services are as specified in the approved/signed Partnership Program Form that is attached as Exhibit "A" to the Agreement, which is the only Partnership Program Form entered into between City and Consultant under or in connection with the Agreement, although the Terms and Conditions contemplate the possibility of other/multiple Partnership Program Forms being entered into concurrently under the Agreement.

B. Section 2 of the Terms and Conditions of the Agreement provides as follows: "This Agreement shall commence on the Effective Date and shall continue in full force and effect until terminated as set forth herein (the "Term"). Notwithstanding the foregoing, if there are any Partnership Program Forms in effect, then this Agreement will not terminate until all such Partnership Program Forms have expired or been terminated in accordance with the term therein. Upon the expiration or termination of all Partnership Program Forms, this Agreement shall terminate." Section B of the signed "Partnership Program Form" that is attached as Exhibit "A" to the Agreement provides, "This Partnership Program shall be valid until June 30, 2024 . . . and may be renewed by the Agency, in its sole and absolute discretion, for two (2) additional one (1) year terms . . . ."

C. Accordingly, provided City and Consultant do not enter into another Partnership Program Form under the Agreement, the term of the Agreement is scheduled to expire on June 30, 2024, but the City has the option to extend said term by extending the term of the signed Partnership Program Form by up to two one-year extension periods. The Contract Sum for the initial 3.5-year term through June 30, 2024, as set forth in Section C of the Partnership Program Form, is a not-to-exceed amount of $210,000, or $60,000 per year.

D. The City now desires to exercise the City's first of two options pursuant to Section B of the "Partnership Program Form" attached as Exhibit "A" to the Agreement, making its new expiration date June 30, 2025, and the City and Consultant see fit to amend said Partnership Program Form accordingly. To fund the services for the one-year extension period, due to increased demand for the services, the Parties desire to increase the Contract Sum set forth in

Section C of the signed Partnership Program Form by $120,000, from $210,000 to $330,000, while maintaining the existing rates of compensation set forth in the Agreement.

**TERMS**

1. **Contract Changes**. The Agreement is amended as provided herein (additions shown in ***bold italics***, deletions in ~~strikethrough~~).

A. Section B, "Term," of Exhibit "A" ("Partnership Program Form") of the Agreement is hereby amended as follows:

> "This Partnership Program shall be valid until June 30, ***2025*** ~~2024~~ from the Partnership Program Form Effective Date (as defined below) (the "Initial Term") and may be renewed by the Agency, in its sole and absolute discretion, for ***one (1)*** ~~two (2)~~ additional one (1) year term~~s~~ (~~each, a~~ "Renewal Term"). The Initial Term and ~~all~~ Renewal Term~~s~~ collectively shall be referred to herein as the "Term."

B. Section C, "Fees and Payment," of Exhibit "A" ("Partnership Program Form") of the Agreement is hereby amended as follows:

> "The total compensation for the Initial Term shall not exceed ~~Two~~ ***Three*** Hundred ***Thirty*** ~~Ten~~ Thousand Dollars (***$330,000*** ~~$210,000~~) (the "Contract Sum"), and the annual compensation shall not exceed Sixty Thousand Dollars ($60,000) per year ***for the first three years and One Hundred Twenty Thousand Dollars ($120,000) for the fourth year***."

2. **Continuing Effect of Agreement.** Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment to the Agreement.

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

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

City represents and warrants to Consultant that, as of the date of this Amendment, Consultant is not in default of any material term of the Agreement and that there have been no

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events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

5. **Authority.** The persons executing this Amendment on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment on behalf of said party, (iii) by so executing this Amendment, such party is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment does not violate any provision of any other agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

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

**CITY**:

CITY OF CARSON, a municipal corporation

Lula Davis-Holmes, Mayor

**ATTEST**:

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[brj]

**CONSULTANT**:

LYFT, Inc., a Delaware corporation

By: DocuSigned by: Jordan Glassberg
Name: Jordan Glassberg
Title: VP of BD & Partnerships

By: DocuSigned by:
Name: Kevin Chen
Title: Assistant Secretary
Address: 185 Berry St., Suite 5000
San Francisco, CA 94107

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

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# AMENDMENT NO. 2

# TO GENERAL SERVICES AGREEMENT

**THIS AMENDMENT NO. 2 TO THE GENERAL SERVICES AGREEMENT** ("Amendment No. 2") by and between the CITY OF CARSON, a California municipal corporation ("City") and LYFT, INC., a Delaware corporation ("Consultant"), is effective as of the date of last signature below.

## RECITALS

A. City and Consultant entered into that certain General Services Agreement dated January 5, 2021 ("Agreement"), consisting of the Term and Conditions set forth in the body of the Agreement and the "Partnership Program Form" attached as Exhibit "A" to the Agreement (inclusive of the Program Product Feature Addendum and the Data Reporting Addendum to the Partnership Program Form), whereby Consultant agreed to provide certain services to City relating to making subsidized Lyft rides available to Eligible Participants in the City. The services are as specified in the approved/signed Partnership Program Form that is attached as Exhibit "A" to the Agreement, which is the only Partnership Program Form entered into between City and Consultant under or in connection with the Agreement, although the Terms and Conditions contemplate the possibility of other/multiple Partnership Program Forms being entered into concurrently under the Agreement.

B. Section 2 of the Terms and Conditions of the Agreement provides as follows: "This Agreement shall commence on the Effective Date and shall continue in full force and effect until terminated as set forth herein (the "Term"). Notwithstanding the foregoing, if there are any Partnership Program Forms in effect, then this Agreement will not terminate until all such Partnership Program Forms have expired or been terminated in accordance with the term therein. Upon the expiration or termination of all Partnership Program Forms, this Agreement shall terminate." Section B of the signed "Partnership Program Form" that is attached as Exhibit "A" to the Agreement originally provided, "This Partnership Program shall be valid until June 30, 2024 . . . and may be renewed by the Agency, in its sole and absolute discretion, for two (2) additional one (1) year terms . . . ."

C. Accordingly, provided City and Consultant do not enter into another Partnership Program Form under the Agreement, the term of the Agreement was originally scheduled to expire on June 30, 2024, but the City had the option to extend said term by extending the term of the signed Partnership Program Form by up to two one-year extension periods. The Contract Sum for the initial 3.5-year term through June 30, 2024, as set forth in Section C of the Partnership Program Form attached as Exhibit "A" to the Agreement, was a not-to-exceed amount of $210,000, or $60,000 per year.

D. On June 30, 2024, City and Consultant entered into Amendment No. 1 to the Agreement ("Amendment No. 1") to exercise the City's first one-year option to extend, thereby extending the term of the Agreement to June 30, 2025, and to increase the Contract Sum set forth in Section C of the Partnership Program Form attached as Exhibit "A" to the Agreement by

$120,000, from $210,000 to $330,000, to fund the services for the one-year extension period, while maintaining the existing rates of compensation set forth in the Agreement.

E. The City now desires to exercise the City's second and final one-year option to extend the term of the Agreement pursuant to Section B of the "Partnership Program Form" attached as Exhibit "A" to the Agreement, thereby extending the Agreement's scheduled expiration date to June 30, 2026. To fund the services for the second and final one-year extension period, due to increased ride costs and ridership, the Parties desire to increase the Contract Sum set forth in Section C of the Partnership Program Form attached as Exhibit "A" to the Agreement by $140,000, from $330,000 to $470,000, while maintaining the existing rates of compensation set forth in the Agreement.

**TERMS**

1. **Contract Changes**. The Agreement is amended as provided herein (additions shown in ***bold italics***, deletions in ~~strikethrough~~).

A. Section B, "Term," of Exhibit "A" ("Partnership Program Form") of the Agreement is hereby amended as follows:

> "This Partnership Program shall be valid until June 30, ***2026*** ~~2025~~ from the Partnership Program Form Effective Date (as defined below) (the "Initial Term")~~ and may be renewed by the Agency, in its sole and absolute discretion, for one (1) additional one (1) year term ("Renewal Term")~~. The Initial Term ***is sometimes also*** ~~and Renewal Term collectively shall be~~ referred to herein as the "Term."

B. Section C, "Fees and Payment," of Exhibit "A" ("Partnership Program Form") of the Agreement is hereby amended as follows:

> "The total compensation for the Initial Term shall not exceed ~~Three~~ ***Four*** Hundred ***Seventy*** ~~Thirty~~ Thousand Dollars (***$470,000*** ~~$330,000~~) (the "Contract Sum"), and the annual compensation shall not exceed Sixty Thousand Dollars ($60,000) per year for the first three ***and one-half*** years***,*** ~~and~~ One Hundred Twenty Thousand Dollars ($120,000) for the ***next*** ~~fourth~~ year ***(i.e., from July 1, 2024 through June 30, 2025), and One Hundred Forty Thousand Dollars ($140,000) for the final year (i.e., from July 1, 2025 through June 30, 2026)***."

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

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement (and as amended by Amendment No. 1). Each party represents and

warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

**CITY**:

CITY OF CARSON, a municipal corporation

_____
Lula Davis-Holmes, Mayor

**ATTEST**:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
[brj, pks]

**CONSULTANT**:

LYFT, Inc., a Delaware corporation

By:_____
Name: Buck Poropatich
Title: Vice President, Lyft Business

By:_____
Name: Kevin Chen
Title: Assistant Secretary
Address: 185 Berry St., Suite 400
San Francisco, CA 94107

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

# Report to Honorable Mayor and City Council

Tuesday, March 18, 2025, 5:00 PM

CONSENT 25.

To: Honorable Mayor and City Council

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

Subject: CONSIDER APPROVAL OF FINAL PARCEL MAP NO.84441: A SUBDIVISION OF ONE PARCEL INTO TWO PARCELS LOCATED AT 101 & 107 EAST CARSON STREET (CITY COUNCIL).

## I. SUMMARY

The County of Los Angeles Department of Public Works and the City of Carson Engineering Services Division have reviewed Parcel Map No. 84441 and have determined that the Final Parcel Map, as prepared, is ready for final approval. The subject property is located 101 & 107 East Carson Street. On October 24, 2024, the County of Los Angeles Department of Public Works issued a letter recommending approval of the final Parcel Map (Exhibit No.1).

The lot which is currently recorded as a 28,521 sq.ft. parcel and currently occupied by Yoshinoya and Frosty Freeze is proposed to be split into two lots: The resulting parcels will be Parcel One (101 East Carson Street) which will consist of 16,064 sq.ft and Parcel Two (107 East Carson Street) which will consist of 12,457 sq.ft. Staff requests that the City Council approve the Final Parcel Map No. 84441 (Exhibit No. 2) allowing the subdivision of the existing lot located at 101 and 107 E Carson Street into two lots for commercial use.

## II. RECOMMENDATION

TAKE the following actions:

1. APPROVE Parcel Map No. 84441 for a lot split for commercial purposes located at 101 & 107 East Carson Street.
2. MAKE the findings listed in the body of this report.
3. INSTRUCT the City Clerk to endorse the certificate that embodies the approval of said Parcel Map on the face of Parcel Map No. 84441.

## III. ALTERNATIVES

DO NOT APPROVE Parcel Map No. 84441. However, the Subdivision Map Act requires that the City Council approve the Final Parcel Map once all conditions have been met.

## IV. BACKGROUND

On September 24,2024, the Planning Commission approved Tentative Parcel Map No. 84441 that subdivides the lot into two parcels at 101&107 East Carson Street (Exhibit No. 3). The lot split will create two lots out of the current 28,521 sq.ft lot. The two lots will be Parcel 1 which consist of 16,064 sq.ft and Parcel 2 which consist of 12,457 sq.ft.

The subject property site is in the Downtown Mixed Use (DMX) Zone and has a General Plan Land Use Designation of Downtown Mixed Use. The subject property site is in the southwest part along Carson Street of the City.

The following provides a summary of the site information:

- General Plan Land Use: Downtown Mixed Use
- Existing Zone District: DMX (Downtown Mixed Use)
- Site Size: 0.67 acre
- Present Use and Development: Commercial
- Surrounding Uses:
    - North: Downtown Mix Use
    - South: Downtown Mix Use
    - East: Downtown Mix Use
    - West: Downtown Mix Use

The proposed lot split is consistent with the City's zoning and land use policies. No adverse impacts are anticipated as a result of this subdivision. The proposed project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15315, Minor Land Division which consists of the division of property in urbanized areas zoned for residential, commercial or industrial use into four or fewer parcels when the division is in conformance with the General Plan and zoning, no variances or exceptions are required, all services and access to the proposed parcels to local standards are available, the parcel was not involved in a division of a larger parcel withing the previous 2 years, and the parcel does not have an average slope greater than 20 percent. These criteria are met with respect to the proposed project, and no exception to the categorical exemption applies under CEQA Guidelines Section 15300.2.

The Parcel Map has been reviewed by the County of Los Angeles Department of Public Works and City staff, and on October 24, 2024, the City received a letter from the County of Los Angeles Department of Public Works stating that the map has been reviewed and approved for compliance with the Subdivision Map Act and recommending approval of the Parcel Map. Staff concurs with the County's recommendation and request that the City Council approve the Parcel Map.

## V. FISCAL IMPACT

None. No expenditures of City Funds are requested as part of this staff report.

## VI. EXHIBITS

1. Letter from the County of Los Angeles Department of Public Works dated October 24, 2024
2. Final Parcel Map
3. Planning Commission Meeting Minutes September 24, 2024, Item No.8

Prepared by: Dr. Arlington Rodgers Jr., Director of Public Works, Gilbert Marquez, P.E, City Engineer and Kenneth Young, P.E. Senior Civil Engineer

**Attachments**

City of Carson Letter_PW_Cleared_2024-10-24_PM 84441

Final Parcel Map 84441.pdf

Minutes 9-24-24_approved.pdf

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
http://dpw.lacounty.gov

**MARK PESTRELLA, Director**

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460


October 24, 2024

IN REPLY PLEASE
REFER TO FILE: LD-4

Mr. Jarrod Coleman
Senior Planner
City of Carson
701 East Carson Street
Carson, CA 90745

Dear Mr. Coleman:

**CITY SERVICE REQUEST CAR272264 (ECTY2024000009)**
**PARCEL MAP 84441 (THIRD REVIEW)**
**CITY OF CARSON**

As requested, Los Angeles County Public Works reviewed Tentative Parcel Map 84441, which proposes to create two new commercial parcels in the City of Carson.

Public Works recommends approval of the tentative map dated October 9, 2024, by Public Works. This map is enclosed for reference.

**UPON APPROVAL OF THE TENTATIVE MAP, THE FOLLOWING ARE RECOMMENDED PRELIMINARY CONDITIONS FOR FINAL MAP APPROVAL:**

The following conditions shall be to the satisfaction of the City of Carson unless otherwise noted:

1. **Geology and Soils**

   1.1. Geotechnical report(s), when required for the approval of the grading or building permits, shall comply with the provisions of the Los Angeles County Public Works Manual for Preparation of Geotechnical Reports. The manual is available at http://dpw.lacounty.gov/gmed/permits/docs/manual.pdf.

   For questions regarding the geology and soils condition, please contact either Maria Janoyan at (626) 458-7956, mjanoyan@pw.lacounty.gov, or Geir Mathisen at (626) 458-7951, gmathisen@pw.lacounty.gov, both of Public Works, Geotechnical and Materials Engineering Division.

2. Road

2.1. Repair/replace all broken sidewalk panels on Main Street, along the property frontage, to comply with current Americans with Disabilities Act standards. Removal/relocation of the street trees may be necessary.

For questions regarding the road condition, please contact Kevin Godoy of Public Works, Land Development Division, at (626) 458-4921 or kgodoy@pw.lacounty.gov.

3. Sewer

3.1. The subdivider shall install separate house laterals to serve each building in the land division.

For questions regarding the sewer condition, please contact Justin Dulay of Public Works, Land Development Division, at (626) 458-4921 or jdulay@pw.lacounty.gov.

4. Subdivision

4.1. Place a note on the final map, indicating that this map is approved as a commercial development to create two new parcels. There is no new construction or development.

4.2. Label driveways, multiple access strips, and required vehicular turnarounds as "private driveways and fire lanes" and delineate them on the final map to the satisfaction of the City and the Fire Department.

4.3. Provide addressing information in Microsoft Excel format to the satisfaction of the City Engineer.

4.4. Reserve reciprocal easements for drainage, ingress/egress, sewer, water, utilities, right to grade, and maintenance purposes, etc., in documents, over the common private driveways.

4.5. Create reciprocal access easement over Parcel 1 and the parcel to the north (APN 7334-025-038) via separate document.

4.6. A final guarantee will be required at the time of the filing of the final map with the Registrar-Recorder/County Clerk's office.

4.7. Within 30 days of the approval date of this land use entitlement or at the time of the first plan check submittal, the applicant shall deposit the sum of $5,000 with Los Angeles County Public Works to defray the cost of verifying conditions of approval for the purpose of issuing final map clearances.

A final map prepared by, or under the direction of, a pre-1982 registered Civil Engineer or licensed Land Surveyor must be processed through the City Engineer prior to being filed with the Registrar-Recorder/County Clerk's office.

A determination should be made that this project is in compliance with the California Environmental Quality Act. The findings and considerations required by Sections 66473.5, 66474, and 66474.6 of the Subdivision Map Act should be made by the City Council. The following finding should be made by the City Council if any dedications are made by certificate on the final map:

> The City Council hereby determines that division and development of the property, in the manner the set forth on the map of Parcel Map 84441, will not unreasonably interfere with the free and complete exercise of the public entity and/or public utility rights of way and/or easements within the parcel map.

Upon approval by the City Council, please forward a copy of the conditions of final map approval to Public Works, Land Development Division.

If you have any questions, please contact Mr. Justin Soo Hoo of Public Works, Land Development Division, at (626) 458-4921 or jsoohoo@pw.lacounty.gov.

Very truly yours,

MARK PESTRELLA, PE
Director of Public Works

CIARA BARNETT, PE
Assistant Deputy Director
Land Development Division

JDC:la
City of Carson Letter_PW_Not Cleared_2024-09-12_PM 84441_rev1_CAR272264_ECTY2024000009_MD2024-09-09

Enc.

# MINOR LAND DIVISION
# TENTATIVE PARCEL MAP NUMBER 84441
# LOCATED IN THE CITY OF CARSON
# COUNTY OF LOS ANGELES, STATE OF CALIFORNIA
**FOR**
**101 AND 117 EAST CARSON STREET**
**CARSON, CA**

Received
LACDPW-LDD
PM 84441-City of Carson
Tentative Map
MD: 10/9/2024

## PROJECT TEAM


RECORD OWNER:
CARSON EMERALD 101, LLC
C/O EMERALD PROPERTY GROUP
P.O. BOX 125
CARDIFF, CA 92007

SURVEYOR
JEFFREY LENHERR
KIMLEY-HORN AND ASSOCIATES
1100 TOWN AND COUNTRY ROAD, SUITE 700
ORANGE, CA 92868
PHONE: 657-452-0200


## UTILITY PURVEYORS

WATER
CALIFORNIA WATER SERVICE CO.
2632 W. 237TH STREET
TORRANCE, CA 90505
(310) 257-1400

SEWER
SANITATION DISTRICTS OF LOS ANGELES COUNTY
24501 S. FIGUEROA ST.
CARSON, CA 90745
562-437-6520

ELECTRIC
SOUTHERN CALIFORNIA EDISON (SCE)
1924 CASHDAN ST.
COMPTON, CA 90220
1-800-611-1911

GAS
SOUTHERN CALIFORNIA GAS COMPANY
929 N. AVALON BLVD
WILMINGTON, CA 90744
1-800-427-2200

## ABBREVIATIONS

| | |
|---|---|
| C&G | CURB AND GUTTER |
| CL | CENTERLINE |
| ET | ELECTRICAL TRANSFORMER |
| GIMH | GREASE INTERCEPTOR MANHOLE |
| HCR | HANDICAP RAMP |
| HPS | HANDICAP PARKING SPACE |
| POB | POINT OF BEGINNING |
| R/W | RIGHT OF WAY |
| SCO | SEWER CLEANOUT |

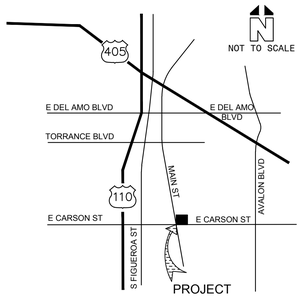
## LEGEND

- EXISTING LOT LINE
- PROPOSED LOT LINE
- CENTERLINE
- EXISTING RIGHT OF WAY
- EXISTING SUBDIVISION LINE
- E — EXISTING ELECTRICAL LINE
- SS — EXISTING SEWER
- W — EXISTING WATER
- SD — EXISTING STORM DRAIN

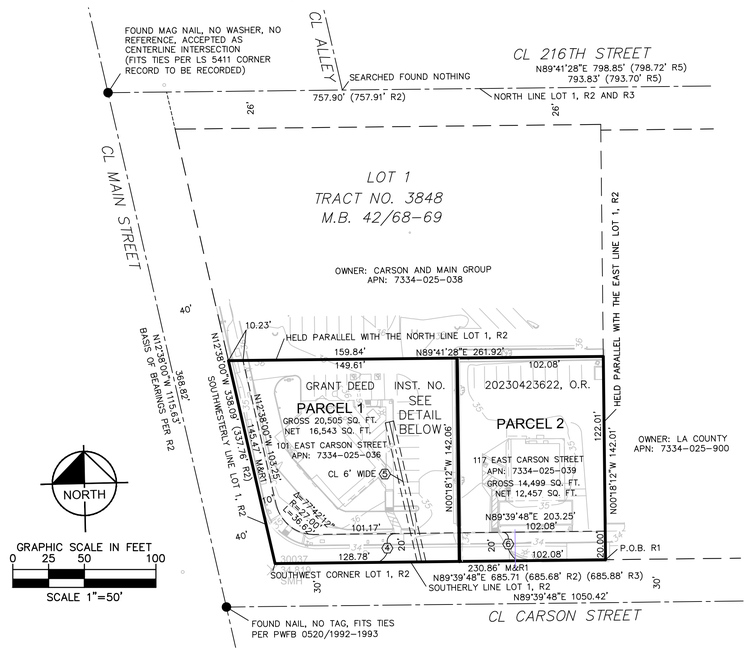
## REFERENCES


(R1) GRANT DEED, INSTRUMENT NO. 20230423622, O.R.
(R2) TRACT NO. 3848, M.B. 42/68-69
(R3) TRACT NO. 8579, M.B. 149/36
(R4) RECORD OF SURVEY, R.S.B. 351/83
(R5) RDFB 0520/706-707

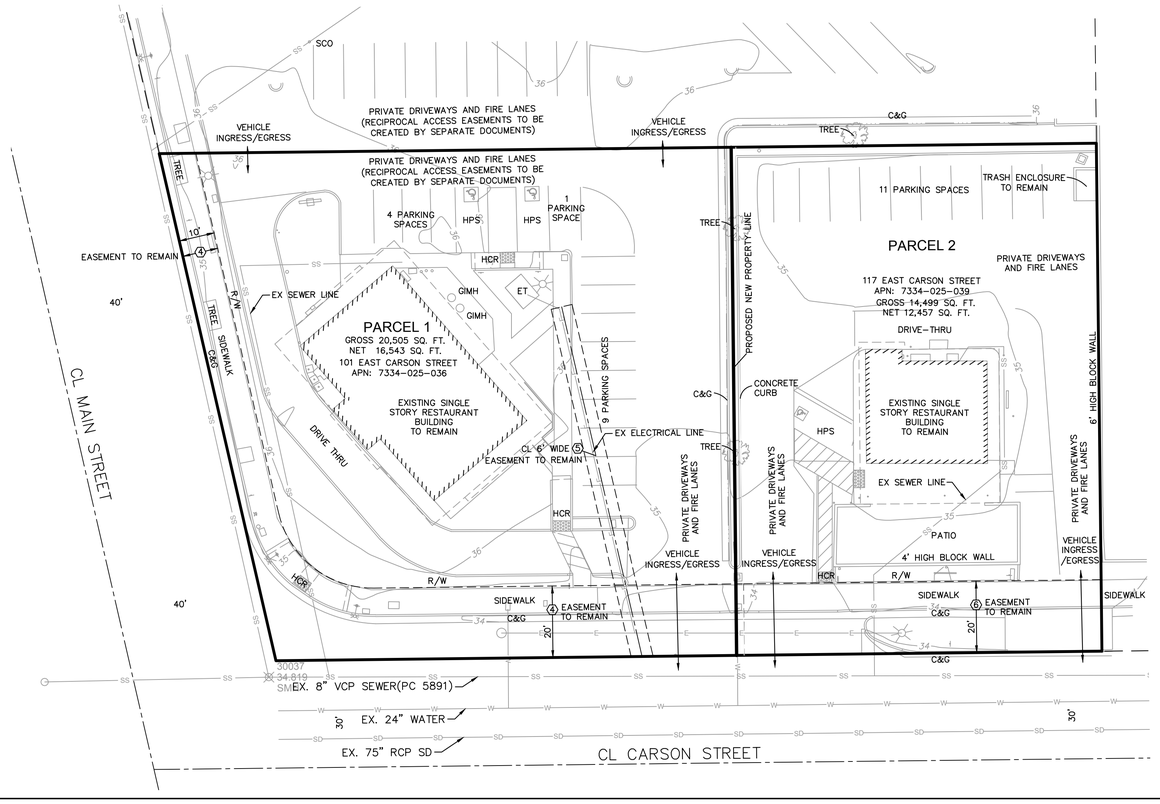

| PARCEL 1 | PARCEL 2 | REQUIREMENT |
|---|---|---|
| 101 EAST CARSON STREET APN: 7334-025-036 | 117 EAST CARSON STREET APN: 7334-025-039 | |
| GROSS 20,505 SQ. FT. NET 16,543 SQ. FT. | GROSS 14,499 SQ. FT. NET 12,457 SQ. FT. | MINIMUM LOT AREA SHOULD BE 5,000 SQ FT |
| CORNER LOT MINIMUM LOT DIMENSION WIDTH: 101' TO THE CORNER 149' AT REAR DEPTH: 122' | INTERIOR LOT MINIMUM LOT DIMENSION WIDTH: 102' DEPTH: 122' | STREET FRONTAGE SHOULD BE AT LEAST 50' WIDTH OF AT LEAST 50' OR 55' FOR A CORNER LOT |




***VICINITY MAP***
*N.T.S.*




NORTH
GRAPHIC SCALE IN FEET
0 25 50 100
SCALE 1"=50'




NORTH
GRAPHIC SCALE IN FEET
0 10 20 40
SCALE 1"=20'

Know what's below.
Call 811 before you dig.

## PROJECT SUMMARY:

| | |
|---|---|
| SITE ADDRESS: | YOSHINOYA JAPANESE KITCHEN: 101 EAST CARSON STREET, CARSON, CALIFORNIA APN: 7334-025-036<br>FOSTER'S OLD FASHION FREEZE: 117 EAST CARSON STREET, CARSON, CALIFORNIA APN: 7334-025-039 |
| GROSS AREA | TOTAL SITE AREA: GROSS 35,004 SQ. FT. NET 29,000 SQ. FT. (MINUS STREET RIGHT OF WAY) |
| EXISTING BUILDING AREA | YOSHINOYA JAPANESE KITCHEN: 2034 SQ. FT.<br>FOSTER'S OLD FASHION FREEZE: 1005 SQ. FT |

EXISTING ZONING CLASSIFICATION: DMX (MIXED USE DISTRICT)

THESE ZONES PROVIDE AREAS THAT INCLUDE BOTH RESIDENTIAL USES AND COMPLEMENTARY COMMERCIAL USES. THE MIXED-USE DISTRICTS ARE INTENDED TO ACCOMMODATE FREE-STANDING RESIDENTIAL OR COMMERCIAL USES AND PROJECTS THAT COMBINE RESIDENTIAL AND NON-RESIDENTIAL DEVELOPMENT IN THE SAME BUILDING OR ON THE SAME SITE. RETAIL AND DEPARTMENT STORES, EATING AND DRINKING ESTABLISHMENTS, HOTELS, COMMERCIAL RECREATION, FINANCIAL, BUSINESS, PERSONAL SERVICES, RESIDENTIAL, EDUCATIONAL, AND SOCIAL SERVICES, AND OFFICE USES ARE PERMITTED WITHIN MIXED-USE DISTRICTS. THE FLEX MIXED-USE DISTRICT ACCOMMODATES A RANGE OF LIGHT INDUSTRIAL USES SUBJECT TO PERFORMANCE AND DEVELOPMENT STAND-ARDS TO ENSURE THEY WILL NOT ADVERSELY AFFECT ADJACENT USES INCLUDING HOUSING ON SITES IDENTIFIED IN THE GENERAL PLAN HOUSING ELEMENT 2021-2029.

| | |
|---|---|
| EXISTING USE: | RESTAURANT/FAST FOOD |
| PROPOSED USE: | RESTAURANT/FAST FOOD (NO BUILDING CHANGE) |
| EXISTING PARKING SPACES | PARCEL 1 – 16<br>PARCEL 2 – 12 |
| PARCEL MAP: | N/A |
| PARCEL NUMBERS: | N/A |

TOPOGRAPHY SHOWN WAS DERIVE FROM A FIELD SURVEY PERFORMED BY KIMLEY-HORN ON JANUARY 23, 2024

BASIS OF BEARINGS: BEARINGS SHOWN HEREON ARE BASED ON THE CENTERLINE OF MAIN STREET BEING NORTH 12°38'00" WEST ON TRACT NO. 3848, M.B. 42/68-69.

## GENERAL NOTES:

1. LOT LINES CAN BE ADJUSTED PROVIDED NO ADDITIONAL LOTS ARE CREATED. THE DEGREE OF ADJUSTMENT SHALL BE CONSISTENT WITH THE INTENT OF THE SUBDIVISION MAP APPROVAL AND THE SUBDIVISION MAP ACT.

2. ALL DIMENSIONS SHOWN ARE APPROXIMATE.

3. THIS MAP IS APPROVED AS A COMMERCIAL DEVELOPMENT TO CREATE TWO NEW PARCELS. THERE IS NO NEW CONSTRUCTION OR DEVELOPMENT.

4. NO EARTHWORK IS PROPOSED.

5. ONSITE SEWER LOCATION SHOWN HEREON ARE APPROXIMATE AND BASED ON OWNER PROVIDED DOCUMENTS. NO NEW SEWER LINES OR SEWER CONNECTIONS ARE PROPOSED.

6. RECIPROCAL ACCESS EASEMENT OVER PARCEL 1 AND THE PROPERTY TO THE NORTH (APN 7334-025-038)ARE TO BE CREATED BY SEPARATE DOCUMENT.

7. BOTH PARCEL USES ARE APPROVED USES BY RIGHT WITHIN THE ZONING AND NO CUP OR ENTITLEMENT WAS REQUIRED FOR USE. USE WAS APPROVED BY RIGHT.

## LEGAL DESCRIPTION:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF CARSON IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THAT PORTION OF LOT 1 OF TRACT NO. 3848, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 42 PAGE(S) 68 AND 69 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHERLY LINE OF SAID LOT, DISTANT EASTERLY ALONG SAID SOUTHERLY LINE 230.86 FEET FROM THE SOUTHWEST CORNER OF SAID LOT; THENCE WESTERLY ALONG SAID SOUTHERLY LINE 230.86 FEET TO THE SOUTHWEST CORNER OF SAID LOT; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID LOT, A DISTANCE OF 145.47 FEET; THENCE EASTERLY PARALLEL WITH THE NORTHERLY LINE OF SAID LOT TO A LINE THAT IS PARALLEL WITH THE EASTERLY LINE OF SAID LOT AND PASSES THROUGH THE POINT OF BEGINNING; THENCE SOUTHERLY ALONG SAID LAST MENTIONED PARALLEL LINE TO THE POINT OF BEGINNING.

## EXISTING EASEMENT

LEGAL DESCRIPTION AND EASEMENTS CORRESPOND TO FIDELITY NATIONAL TITLE INSURANCE COMPANY PRELIMINARY TITLE REPORT NO. 995-30110711-2AA, DATED DECEMBER 1, 2023.

NO RESPONSIBILITY FOR COMPLETENESS, ACCURACY OR CONTENT OF THE TITLE REPORT IS ASSUMED BY THIS SURVEY.

ITEM NUMBERS INDICATED WITH A HEXAGON ( ⬡ ) ARE PLOTTED HEREON:

4. AN EASEMENT FOR PUBLIC STREET AND HIGHWAY PURPOSES IN FAVOR OF THE COUNTY OF LOS ANGELES RECORDED JANUARY 22, 1968 AS INSTRUMENT NO. 3196, OFFICIAL RECORDS (MAIN STREET AND CARSON STREET RIGHT OF WAY). EASEMENT TO REMAIN

5. AN EASEMENT FOR PUBLIC UTILITY PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY RECORDED JULY 6, 1982 AS INSTRUMENT NO. 82-676631, OFFICIAL RECORDS. EASEMENT TO REMAIN

6. AN EASEMENT FOR PUBLIC ROAD AND HIGHWAY PURPOSES IN FAVOR OF THE CITY OF CARSON RECORDED FEBRUARY 7, 1986 AS INSTRUMENT NO. 86-191374, OFFICIAL RECORDS (CARSON STREET RIGHT OF WAY). EASEMENT TO REMAIN

## PROJECT SCOPE:

THE APPLICANT REQUESTS APPROVAL OF TENTATIVE PARCEL MAP NUMBER 84441 TO SPLIT A SINGLE PARCEL INTO TWO PARCELS. PARCEL 1 IS PROPOSED AT 20,505 GROSS SQUARE FEET, 16,543 NET SQUARE FEET AND PARCEL 2 IS PROPOSED AT 14,499 GROSS SQUARE FEET, 12,457 NET SQUARE FEET. THE EXISTING BUILDINGS WILL REMAIN UNCHANGED ON EACH NEW PARCEL.

| No. | REVISIONS | DATE | BY |
|---|---|---|---|


Kimley»Horn
© 2024 KIMLEY-HORN AND ASSOCIATES, INC.
1100 TOWN AND COUNTRY ROAD, SUITE 700 ORANGE, CA 92868
PHONE: 714-939-1030 FAX: 714-938-9488
WWW.KIMLEY-HORN.COM


KHA PROJECT 194652001
DATE REVISED 10/8/2024
SCALE AS SHOWN
DESIGNED BY JL
DRAWN BY KH
CHECKED BY PP

Jeffrey J. Lenherr

PROFESSIONAL LAND SURVEYOR JEFFREY J. LENHERR NO. 9305 STATE OF CALIFORNIA

# TENTATIVE PARCEL MAP
PREPARED FOR
101 &117 EAST CARSON
STREET, CARSON, CA

SHEET NUMBER
1


Plotted By:Pietsch, Paul Sheet Set:Kha Layout:2 TENTATIVE PARCEL MAP October 08, 2024 07:19:48am K:\ORA_SURV\2024\Boundary\Carson -101 E Carson Street - 194652001\Mapping\Dwg\TPM\194652001TPM.dwg
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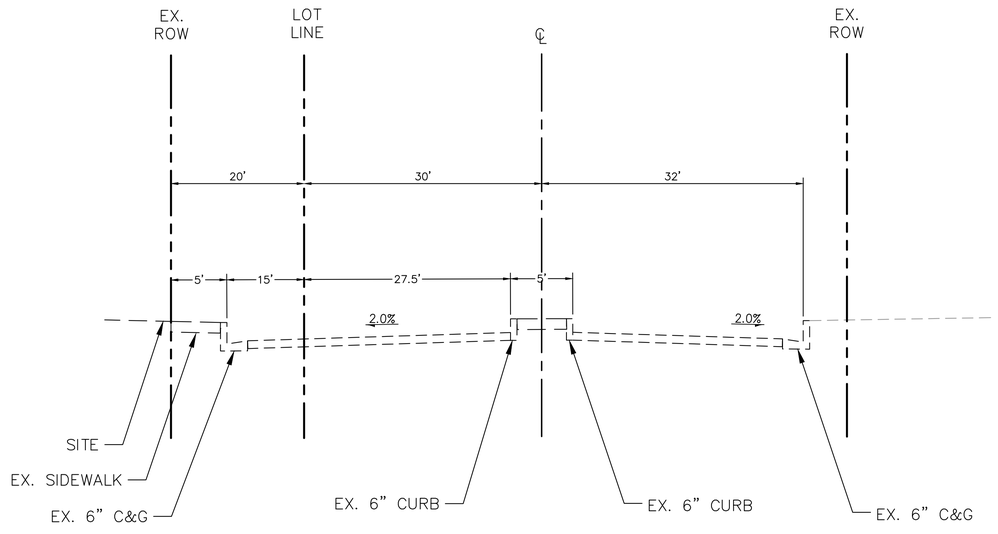
# MINOR LAND DIVISION
# TENTATIVE PARCEL MAP NUMBER 84441
# LOCATED IN THE CITY OF CARSON
# COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

**FOR**

**101 AND 117 EAST CARSON STREET**
**CARSON, CA**

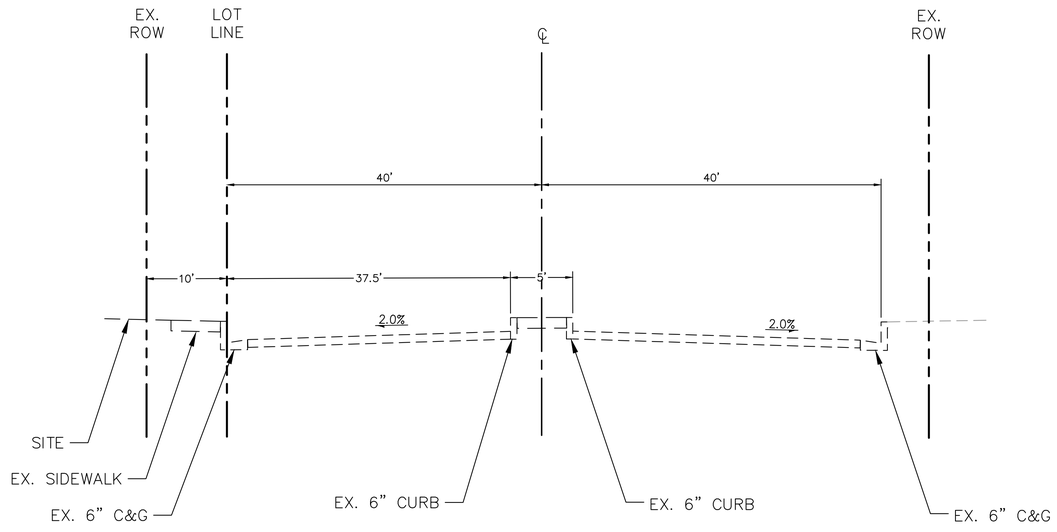
## LEGEND

- CENTERLINE
- EXISTING LOT LINE
- EXISTING RIGHT OF WAY




TYPICAL SECTION
CARSON STREET

NOT TO SCALE




TYPICAL SECTION
MAIN STREET

NOT TO SCALE

Know what's below.
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| No. | REVISIONS | DATE | BY |
|---|---|---|---|


Kimley»Horn


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PHONE: 714-939-1030 FAX: 714-938-9488
WWW.KIMLEY-HORN.COM


| | |
|---|---|
| KHA PROJECT | 194652001 |
| DATE | REVISED 10/8/2024 |
| SCALE | AS SHOWN |
| DESIGNED BY | JL |
| DRAWN BY | KH |
| CHECKED BY | PP |

Jeffrey J. Lenherr

PROFESSIONAL LAND SURVEYOR
JEFFREY J. LENHERR
NO. 9305
STATE OF CALIFORNIA

TENTATIVE PARCEL MAP
PREPARED FOR
101 &117 EAST CARSON
STREET, CARSON, CA

SHEET NUMBER
2


Plotted By:Pietsch, Paul Sheet Set:Kha Layout:CROSS SECTIONS October 08, 2024 07:14:12am K:\ORA_SURV\2024\Boundary\Carson -101 E Carson Street - 194652001\Mapping\Dwg\TPM\194652001TPM.dwg
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2 PARCELS
AREA: 35,004 SQ. FT.



# PARCEL MAP NO. 84441

IN THE CITY OF CARSON, COUNTY OF LOS ANGELES,
STATE OF CALIFORNIA

BEING A SUBDIVISION OF A PORTION OF LOT 1 OF TRACT NO. 3848, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 42 PAGES 68 AND 69 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

KIMLEY–HORN

JEFFREY J. LENHERR P.L.S. 9305

## OWNER'S STATEMENT:

WE HEREBY STATE THAT WE ARE THE OWNERS OF OR ARE INTERESTED IN THE LANDS INCLUDED WITHIN THE SUBDIVISION SHOWN ON THIS MAP WITHIN THE SUBDIVISION SHOWN ON THIS MAP WITHIN THE DISTINCTIVE BORDER LINES, AND WE CONSENT TO THE PREPARATION AND FILING OF SAID MAP AND SUBDIVISION.

RICK S. LENG, TRUSTEE, OR HIS SUCCESSORS IN INTEREST, OF THE LENG FAMILY TRUST DATED DECEMBER 10, 2021, (OWNER)

BY: _____ 02-06-25
NAME:
TITLE: DATE

STRUNZO DEVELOPMENT CORPORATION, RECORDED JUNE 28, 2023, PER INSTRUMENT NO. ~~20230423623~~, OFFICIAL RECORDS, (BENEFICIARY)

BY: _____ 2-11-25
NAME: PASQUALE P. CAIAZZA DATE
TITLE: VICE PRESIDENT

## NOTARY ACKNOWLEDGEMENTS:

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 Los Angeles
COUNTY OF Los Angeles
ON February 6, 2025 BEFORE ME, Yvonne Elaine Kennett, Notary Public,
A NOTARY PUBLIC,
PERSONALLY APPEARED, Rick S Leng,
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/~~THEY~~ EXECUTED THE SAME IN HIS/~~HER/THEIR~~ AUTHORIZED CAPACITY(~~IES~~), AND THAT BY HIS/~~HER/THEIR~~ SIGNATURE(S) ON THE INSTRUMENT THE PERSON(~~S~~), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(~~S~~) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

YVONNE ELAINE KENNETT
Notary Public - California
Los Angeles County
Commission # 2438663
My Comm. Expires Mar 17, 2027

SIGNATURE _____
NAME OF NOTARY Yvonne Elaine Kennett
COUNTY IN WHICH COMMISSIONED Los Angeles
DATE COMMISSION EXPIRES March 17, 2027
COMMISSION NUMBER 2438663

## NOTARY ACKNOWLEDGEMENTS:

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF California
COUNTY OF Orange
ON 02/11/2025 BEFORE ME, Yan H. Trager,
A NOTARY PUBLIC,
PERSONALLY APPEARED, Pasquale P. Caiazza,
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

YAN H. TRAGER
Notary Public - California
Orange County
Commission # 2461086
My Comm. Expires Sep 23, 2027

SIGNATURE _____
NAME OF NOTARY Yan H. Trager
COUNTY IN WHICH COMMISSIONED Orange
DATE COMMISSION EXPIRES 09/23/2027
COMMISSION NUMBER 2461086

## OWNER'S STATEMENT:

THE SIGNATURES OF THE PARTIES NAMED HEREINAFTER AS OWNERS OF THE INTEREST SET FORTH, MAY BE OMITTED UNDER PROVISIONS OF SECTION 66436(a)(3)(A) (i–viii) OF THE SUBDIVISION MAP ACT, AS THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE AND SAID SIGNATURES ARE NOT REQUIRED BY THE LOCAL AGENCY.

TITLE INSURANCE AND TRUST COMPANY, HOLDER OF AN EASEMENT FOR PIPELINES RECORDED IN BOOK 4844, PAGE 69 OF OFFICIAL RECORDS.

COUNTY OF LOS ANGELES, HOLDER OF AN EASEMENT FOR PUBLIC STREET AND HIGHWAY PURPOSES RECORDED JANUARY 22, 1968 AS INSTRUMENT NO. 3196 OF OFFICIAL RECORDS.

SOUTHERN CALIFORNIA EDISON COMPANY, HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES RECORDED JULY 6, 1982 AS INSTRUMENT NO. 82–676631, OF OFFICIAL RECORDS.

CITY OF CARSON, HOLDER OF AN EASEMENT FOR PUBLIC ROAD AND HIGHWAY PURPOSES RECORDED FEBRUARY 12, 1986 AS INSTRUMENT NO. 86–191374 OF OFFICIAL RECORDS.

## SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF JASON BALL ON NOVEMBER 27TH, 2023. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP; THIS FINAL MAP CONSISTING OF 2 SHEETS; THAT THE MONUMENTS OF THE CHARACTER AND LOCATIONS SHOWN HEREON ARE IN PLACE OR WILL BE IN PLACE WITHIN TWENTY–FOUR MONTHS FROM FILING DATE OF THIS MAP; THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACTED; AND THAT THE TIE NOTES TO ALL CENTERLINE MONUMENTS SHOWN AS "SET" ARE ON FILE IN THE OFFICE OF THE CITY ENGINEER.

_____ 02/03/2025
JEFFREY J. LENHERR, P.L.S. 9305 DATE
REGISTRATION EXPIRES: 12/31/2026

PROFESSIONAL LAND SURVEYOR
JEFFREY J. LENHERR
NO. 9305
STATE OF CALIFORNIA

## BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS MAP IS NORTH 12°38'00" WEST HELD ON THE CENTERLINE OF MAIN STREET BETWEEN FOUND MONUMENTS AT 216TH STREET AND CARSON STREET AS SHOWN ON TRACT NO. 3848 RECORDED IN BOOK 42 PAGES 68–69, INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, STATE OF CALIFORNIA.

## CITY ENGINEER'S STATEMENT:

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP; THAT IT CONFORMS SUBSTANTIALLY TO THE TENTATIVE MAP AND ALL APPROVED ALTERATIONS THEREOF AND ALL REQUIREMENTS OF THE LOCAL ORDINANCE OF THE CITY OF CARSON APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPILED WITH; AND THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT SECTION 66442 (A), (1), (2), AND (3) HAVE BEEN COMPILED WITH.

_____ _____
CITY ENGINEER–CITY OF CARSON DATE
R.C.E. _____
REGISTRATION EXPIRES: _____

## CITY CLERK'S CERTIFICATE:

I HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF CARSON AT A MEETING HELD ON THE _____ DAY OF _____ 2024, APPROVED THE ATTACHED SUBDIVISION MAP AND ACCEPTED ON BEHALF OF THE PUBLIC ALL STREETS, AND OTHER PUBLIC WAYS AS SHOWN ON THE ATTACHED MAP.

_____ _____
CITY CLERK–CITY OF CARSON DATE

## SPECIAL ASSESSMENT CERTIFICATE:

I HEREBY CERTIFY THAT ALL SPECIAL ASSESSMENTS LEVIED UNDER THE JURISDICTION OF THE CITY OF CARSON, TO WHICH THE LAND INCLUDED IN THE WITHIN SUBDIVISION OR ANY PART THEREOF IS SUBJECT, AND WHICH MAY BE PAID IN FULL, HAVE BEEN PAID IN FULL.

_____ _____
CITY TREASURER OF THE CITY OF CARSON DATE

## LOS ANGELES COUNTY CERTIFICATIONS:

I HEREBY CERTIFY THAT ALL CERTIFICATES HAVE BEEN FILED AND DEPOSITS HAVE BEEN MADE THAT ARE REQUIRED UNDER THE PROVISIONS OF SECTIONS 66492 AND 66493 OF THE SUBDIVISION MAP ACT.

BY _____ _____
DEPUTY DATE

I HEREBY CERTIFY THAT SECURITY IN THE AMOUNT OF $ _____ HAS BEEN FILED WITH THE EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES AS SECURITY FOR THE PAYMENT OF TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES ON THE LAND SHOWN ON MAP OF TRACT NO 84441 AS REQUIRED BY LAW.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA.

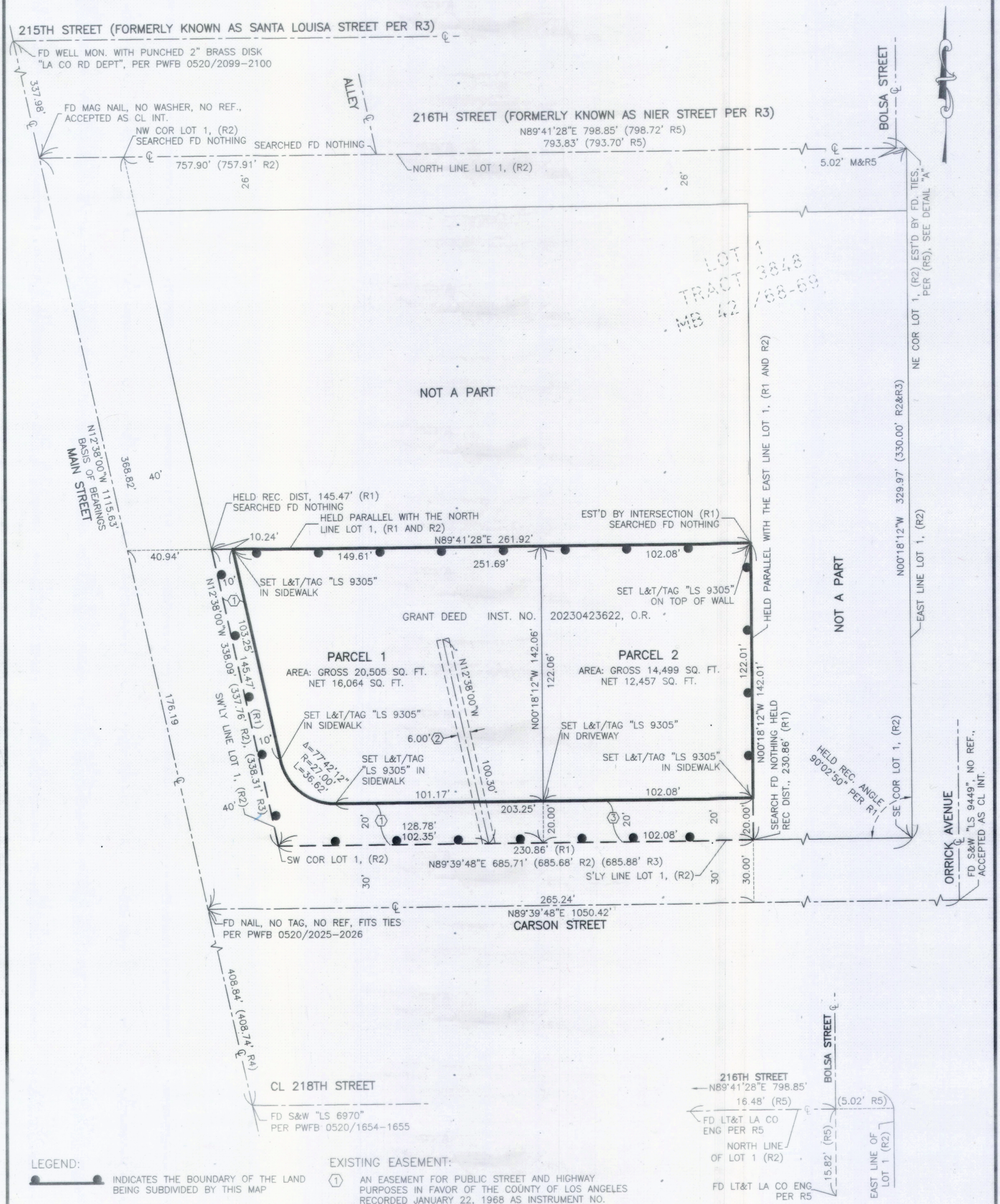
BY _____ _____
DEPUTY DATE

SCALE: 1"=30'

SHEET 2 OF 2 SHEETS

# PARCEL MAP NO. 84441

IN THE CITY OF CARSON, COUNTY OF LOS ANGELES,
STATE OF CALIFORNIA







DETAIL "A"
NOT TO SCALE

LEGEND:

INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP

REFERENCES:

(R1) GRANT DEED, INSTRUMENT NO. 20230423622, O.R.
(R2) TRACT NO. 3848, M.B. 42/68-69
(R3) TRACT NO. 8579, M.B. 149/36
(R4) RECORD OF SURVEY, R.S.B. 351/83
(R5) RDFB 0520/706-707

EXISTING EASEMENT:

(1) AN EASEMENT FOR PUBLIC STREET AND HIGHWAY PURPOSES IN FAVOR OF THE COUNTY OF LOS ANGELES RECORDED JANUARY 22, 1968 AS INSTRUMENT NO. 3196, OFFICIAL RECORDS (MAIN STREET AND CARSON STREET RIGHT OF WAY).

(2) AN EASEMENT FOR PUBLIC UTILITY PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY RECORDED JULY 6, 1982 AS INSTRUMENT NO. 82-676631, OFFICIAL RECORDS.

(3) AN EASEMENT FOR PUBLIC ROAD AND HIGHWAY PURPOSES IN FAVOR OF THE CITY OF CARSON RECORDED FEBRUARY 7, 1986 AS INSTRUMENT NO. 86-191374, OFFICIAL RECORDS (CARSON STREET RIGHT OF WAY).

TUESDAY, SEPTEMBER 24, 2024
801 East Carson Street, Carson, CA 90745
Juanita Millender-McDonald Community Center
Carson Dominguez Hall
6:30 p.m.

# MINUTES

## MEETING OF THE PLANNING COMMISSION

| | | | |
|---|---|---|---|
| Members: | Dianne Thomas<br>Chair | Louie Diaz<br>Vice Chair | Frederick Docdocil |
| | Carlos Guerra | Del Huff | Richard Hernandez |
| | DeQuita Mfume | Clarence Johnson | Leticia Wilson |
| Alternates: | Jaime Monteclaro | | |
| Staff: | Christopher Palmer, AICP<br>Planning Manager | Benjamin Jones<br>Assistant City Attorney | Laura Gonzalez<br>Planning Secretary |

"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 Planning Department at 310-952-1761 at least 48 hours prior to the meeting." (Government Code Section 54954.2)

## 1. CALL TO ORDER

Chair Thomas Called the meeting to order at 6:31 p.m.

## 2. PLEDGE OF ALLEGIANCE

Commissioner Docdocil led the Salute to the Flag.

## 3. ROLL CALL

Planning Commissioners Present: Thomas, Diaz, Guerra, Huff, Docdocil, Wilson, Monteclaro, Johnson

Planning Commissioners Absent: Mfume, Hernandez

Planning Staff Present: Senior Planner Alexander, Senior Planner Coleman, Assistant City Attorney Jones, Planning Secretary Gonzalez

## 4. ORAL COMMUNICATIONS FOR MATTERS NOT ON THE AGENDA

None

## 5. ORAL COMMUNICATIONS FOR NON-PUBLIC HEARING ITEMS LISTED ON THE AGENDA (MEMBERS OF THE PUBLIC)

None

## 6. CONSENT CALENDAR

### A) Approval of Minutes – August 27, 2024

Planning Commission Decision:
Vice Chair Diaz moved, seconded by Commissioner Guerra, to approve the minutes as presented. Motion carried, unanimous.

## 7. CONTINUED PUBLIC HEARING

### A) Maupin Carson Townhomes – Design Overlay Review (DOR) No. 1890-22, Conditional Use Permit (CUP) No. 1117-22, and Tentative Tract Map (TTM) No. 83598

Request:
A request to consider finding a CEQA exemption and approval of DOR No. 1890-22 and CUP No. 1117-22, and TTM No. 83598 for the development of a 34-unit residential condominium project.

Staff Recommendation:
Senior Planner Alexander presented the staff report and the recommendation to ADOPT Resolution No. 24-2873, entitled, "A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF CARSON FINDING A CEQA EXEMPTION AND CONDITIONALLY APPROVING SITE PLAN AND DESIGN REVIEW NO. 1890-22, CONDITIONAL USE PERMIT NO. 1117-22 AND TENTATIVE TRACT MAP NO. 83598 FOR A 34-UNIT TOWNHOME CONDOMINIUM DEVELOPMENT AT 215-231 W. CARSON STREET (APNs 7343011013, 7343011018, 7343011019 and 7343011020)."

Chair Thomas opened the public hearing.

Doug Maupin (Applicant) – I appreciate your time tonight to look at my project. Thank you McKina for helping me make the changes. The L.A. County Fire Department did an incredible job reviewing, approving, and stamping it in one week. I accept all the conditions.

Chair Thomas closed the public hearing.

Planning Commission Decision:
Commissioner Guerra moved, seconded by Vice Chair Diaz, to approve staff's recommendation, thus adopting Resolution 24-2873. Motion carried, 8-0.

**B) Anastasi Development Townhomes - Design Overlay Review (DOR) No. 1874-21, Conditional Use Permit (CUP) No. 1113-21, and Tentative Tract Map (TTM) No. 83597**

Request:
A request to consider finding a CEQA exemption and approval of DOR No. 1874-21 and CUP No. 1113-21, and TTM No. 83597 for the development of a 50-unit condominium project located at 336 E. Carson Street.

Commissioner Guerra – How many bicycle parking spots are there in this project? How many egresses and exits are there?

Senior Planner Alexander – There are six bicycle parking spaces. In terms of access, this project is primarily surrounded by residential and two businesses at the frontage. This project has the access to the site off Carson Street. There are no gate exits to the east or west perimeters. There is pedestrian circulation access throughout the site. We worked with the Fire Department in terms of the emergency access not only for their personnel but for pedestrians. This was acceptable by the Fire Department, planning, and engineering staff.

Commissioner Johnson – As it relates to the egress points, what does staff and the Fire Department look for?

Senior Planner Alexander – As planners, we are looking for pedestrian circulation. We are looking for walkways and the best way for pedestrians to get on and off site. We are also looking for safe access for vehicles. We lean on the Fire Department to make sure the accessibility is okay as well as Building and Safety. We route the plans to various units including Building and Safety for ADA accessibility. We route to our traffic engineer and engineering staff to make sure that circulation is okay with field codes as well as pedestrian egress and ingress. The applicant's responsibility is to submit the plans to the Fire Department for their review of not only the water supply but also in cases of the subdivision or townhome projects and apartment projects that are also looking for the pedestrian safety as well as their personnel. It's a collaborative effort happening in the background.

Commissioner Johnson – Will they have fire sprinklers?

Senior Planner Alexander – Each unit requires to have fire sprinklers. The walkways have to be at minimum of 4 feet wide. This project has proposed 5 feet walkways. You are looking at collaborative effort to make sure that they meet not only building, fire, planning code, and traffic. We all work together.

Commissioner Johnson – Is the green space purely recreational or is that also seen as a potential evacuation point for fire?

Senior Planner Alexander – It's both. In this case evacuation is being shown through the recreational area since it's flat.

Commissioner Monteclaro – Can you please enlighten us on Condition No. 139 of the resolution? Is there an inspection to be done on the construction of the driveway?

Senior Planner Alexander – If the condition is not bolded, it means that they are applicable for either multi-family, apartment, or condominium projects. That specific condition references an engineering code section and before they are able to construct, they have to provide off street plans for engineering to review to make sure that what they are proposing on how to build that driveway approach complies with the codes.

John Merrill (Traffic Engineer) – We have engineering standards that apply to all developments within the city as well as all traffic transportation within the city. This condition says that the driveway must meet that standard plan. The standard plan allows for a certain width and that width is based on what is normally the type of vehicle that is used. We have public works inspectors and building inspector who will check that. After the project is approved by the Planning Commission then the applicant has to submit final plans that go through plan check. We review those conditions, make sure those conditions are incorporated into the plans accordingly, then those plans are accepted by the city for construction. The inspectors will go out there to make sure it's constructed the way the developer has it on the plans. Except in certain cases where there are unknown conditions where they have to improvise accordingly.

Commissioner Monteclaro – Will there be restrictions as to the number of cars that can use the parking area? Do you envision an average number of cars per business? There are some businesses that invite a lot of clients and there are those that don't. How many parking spaces are elected to the live/work units?

Senior Planner Alexander – Live/work units are required to have 1.5 parking spaces and they meet that requirement. The code references offices, it references making sure that residents make their product within the unit, as well as only showing display of their product. It's not necessarily intended for foot traffic.

Planning Manager Palmer – The intention of live/work is not to attract business. It's for your entrepreneurial efforts so you don't have to rent office space other than where you live. You wouldn't see typical commercial uses. You will see things that don't require people to come in because that's not the intent of live/work. We reviewed all the potential applications of live/work and staff will not approve anything that is going to create a nuisance type of environment.

Commissioner Monteclaro – Let's say that I'm a businessman and my business is increasing in volume and customers, will there be a restriction on my part to put signs that will say that this parking space is for my business only?

Planning Manager Palmer – Yes.

Chair Thomas opened the public hearing.

Scott Anastasi (Applicant) – We are excited about the opportunity to finally build something in Carson. I want to thank McKina for putting a couple of years' worth of work to get us here. We have sold live/work in other cities. It can work really well. The buyer is going to have a business

license with the city. You might get an artist, an accountant, or somebody who wants to work from home.

Jeannette Gonzalez (Resident) – I appreciate all the projects that you are doing. I'm here to bring one issue that I believe it almost always gets left out. The developments are beautiful, but we don't pay attention at the impact it has on the street parking. My business happens to be next door to this project. As it is, my parking situation is uncontrollable because there is no one monitoring who parks on the street. There are cars parked there for five days, two weeks, or three weeks. Cars are abandoned and nobody cares. The streets are not swept because the cars are there. I can only imagine how bad this is going to become with more cars from people that are going to live there. My clients stay there for ten minutes at the most but there is never parking. You are going to have three-bedroom units with possibly four cars with two parking spaces. They are going to need more parking. We need to make it feasible for everyone. I have a solution that I need you to visit. Many cities have implemented two-hour parking and parking permits on their main streets. We need your help.

Annay Picazo (Resident) – The homes surrounding the proposed building were built in the mid-century. With a construction of this magnitude and assuming it's going to shake the ground, what would happen to any damages to our homes? What will the developer do to protect us from the pollution and the debris? Who do we reach out to continue talking about this?

Planning Manager Palmer – We are kind of tied with the state legislation. The state is making us not require as much parking as we use to in the past. Carson street is considered a high-quality transit corridor and potentially less parking can be asked from developers. The street parking is something that we can handle separately. I can talk to public works, traffic, and other departments that are involved to make sure parking concerns on this street are being handled. We are at the limit of what we can do because of the state.

Chair Thomas – Every city in the state of California is required to have in their General Plan a certain percentage of housing. I'm finding that traffic is becoming more aggressive and unpredictable. We appreciate your concern.

Vice Chair Diaz – There are conditions and standards that are imposed by the city on these large projects. A lot of the concerns that the residents raised are addressed under the Conditions of Approval. When there is a project and there are complaints or concerns, it's posted on the job site who they can contact that can address those concerns. They can always contact city hall as well.

Chair Thomas – I live in a single-family home and parking is a problem on my street. Now you can convert your garage into an ADU. You are inviting additional cars in the community. We have to make sure we are meeting the requirements for housing and at the same time we have to mitigate traffic and make it as safe as possible.

Chair Thomas closed the public hearing.

Commissioner Johnson – A better place to present the parking issues would be at the public works meeting that takes place on every second Monday of every month.

Commissioner Wilson – I want to thank residents that came out to express their concerns about the project. All the concerns that you have expressed have been concerns that the community has expressed about these sorts of developments. There is a process for construction projects. The city has a process with a lot of steps that the developers and the construction contractors have to follow before they start the process. Our staff members go out every step of the process to make sure that all the laws, rules, and regulations are being followed. I encourage you to get a copy of the agenda because it takes you step by step through all the conditions that are in place that have to be met in order for this project to move forward.

Commissioner Docdocil – We appreciate the community that shows up. We want progress. It's never going to be one hundred percent smooth and there are going to be challenges. We absolutely need to hear our community. Your concerns are certainly noted. Hopefully, we can all work together to mitigate these concerns.

Commissioner Monteclaro – I believe your concerns can also be mitigated by developers carrying a good liability insurance. Does the project have this kind of liability insurance as one of the conditions?

Chair Thomas – Yes, it's in the package.

Planning Commission Decision:
Vice Chair Diaz moved, seconded by Commissioner Docdocil, to approve staff's recommendation, thus adopting Resolution 24-2875. Motion carried, 8-0.

## 8. PUBLIC HEARING

### A) Tentative Parcel Map (TPM) No. 084441, Case No. TPM 00001-24

Request:
A request for approval of a Tentative Parcel Map (TPM) to subdivide a 29,000 SQ. Ft. parcel into two legal parcels.

Staff Recommendation:
Senior Planner Coleman presented the staff report and the recommendation to ADOPT Resolution No. 24-2876, entitled, "A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF CARSON FINDING A CEQA EXEMPTION AND CONDITIONALLY APPROVING TENTATIVE PARCEL MAP NO. 084441 TO SPLIT ONE LOT INTO 2 LOTS LOCATED AT 101 & 117 E. CARSON STREET. / APN 7334-025-036 & 7334-025-039."

Chair Thomas opened the public hearing.

Jason Ball (Applicant) – We have worked in the city since 1983. The properties have two parcel numbers and two tax bills. We need to go through this process to sell one of the properties to the tenant.

Chair Thomas closed the public hearing.

Planning Commission Decision:
Vice Chair Diaz moved, seconded by Commissioner Docdocil, to approve staff's recommendation, thus adopting Resolution 24-2876. Motion carried, 8-0.

## 8. MANAGER'S REPORT

Planning Manager Palmer – There are many projects that are coming down. We have been working diligently on Phase 2 of the Zoning Code Update. We will have the draft for you if not by the end of the year but by the beginning of next year. Along with that it's going to have some updates to Phase 1 of the Carson Municipal Code. Now that we had a chance to experience it and staff has been working with it, we see some of the twits that we'll present to you to fit this appropriate to amend some portions of the code.

## 9. COMMISSIONERS' ORAL COMMUNICATIONS

Commissioner Monteclaro – It's amazing that our city is growing. I still dream of Costco in Carson.

Commissioner Johnson – Happy to be here, grateful for the opportunity to serve and contribute.

Commissioner Wilson – I want to thank everyone. Our commission meetings run very smoothly. They are very efficient. I appreciate my colleagues in this commission, they are very diligent with respect to each of these projects that come before us.

Commissioner Docdocil – I appreciate staff, the entire team, and the community. What we are doing here is for the future of the city. We have a couple of events coming up. October is Pilipino History Month. We have a celebration on October 12th at the Carson Event Center. October 26th is Larry Itliong day celebration, which is a city holiday.

Commissioner Huff – I would like to thank our Senior Planners for the terrific job. Parking is certainly a problem. I would like to encourage everyone to get out and vote.

Commissioner Guerra – It's an honor and a privilege to serve with my fellow commissioners, staff, and legal counsel. Is there any possibility that they will be building some type of housing on top of the South Bay Pavilion? That is something that I would like to see happening.

Vice Chair Diaz – We are working well together in this commission. My homeowner's association at Dominguez Lincoln Village will be hosting a candidate for our Mayor At Large, Lula Davis-Holmes and for District Council 3, Cedric Hicks. It will take place at 21156 Santa Fe Avenue on Wednesday, October 2nd at 7:00 p.m.

Assistant City Attorney Jones – I would like to thank the commissioners for their service. The city is very fortunate to have commissioners who are dedicated and who care. Staff does an excellent job.

Chair Thomas – We have the best commission ever. Everyone is dedicated to doing the work. We appreciate the sacrifices that are made. I want to thank Senior Planner Alexander for being

on top of everything since our last meeting to make sure that things would run smoothly as they did tonight. I appreciate the dedication of this commission. I would like to announce that the Carson Jazz Festival will take place on Saturday, October 5th at Anderson Park.

**10. ADJOURNMENT**

The meeting was adjourned at 8:04 p.m.

Dianne Thomas
Chairperson

Attest By:

Laura Gonzalez
Planning Secretary

**File #:** **Version:**

# Report to Honorable Mayor and City Council

Tuesday, March 18, 2025, 5:00 PM

CONSENT 26.

To: Honorable Mayor and City Council

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

Subject: CONSIDER APPROVAL OF PURCHASE AGREEMENT WITH PB LOADER CORPORATION FOR THE PURCHASE OF ONE (1) NEW 2025 FORD F750 WATER TRUCK FOR THE DEPARTMENT OF PUBLIC WORKS, TREE MAINTENACE SECTION (CITY COUNCIL)

## I. SUMMARY

Staff is requesting City Council approval of the Purchase Agreement (Exhibit No. 1) and Purchase Order for the purchase of one new 2025 Ford F-750 water truck to replace the 2001 GMC C-8500 water truck which will be treated as surplus property and sold at auction.

## II. RECOMMENDATION

TAKE the following actions:

1. APPROVE the Purchase Agreement with PB Loader Corporation and issue a Purchase Order in the amount of $154,840.00 for the purchase of one new 2025 Ford F-750 water truck through Sourcewell Contract #080521-PBL (Exhibit No. 2).
2. AUTHORIZE the Mayor to execute the contract after approval as to form by the City Attorney.

## III. ALTERNATIVES

1. DO NOT WAIVE the formal bid process.
2. DO NOT AUTHORIZE the Purchasing Manager to utilize Cooperative Purchasing, as allowed by Section 2611 (g) and issue a purchase order.
3. TAKE another action the City Council deems appropriate, and consistent with the requirements of the law.

## IV. BACKGROUND

The City's 2001 GMC C-8500 water truck has been a critical piece of equipment for maintaining infrastructure and supporting urban forestry operations. However, after 24 years of service the truck has experienced numerous costly repairs and has reached the end of its useful service life. Despite extensive maintenance efforts the truck's continued mechanical failures have rendered it unreliable and inefficient for needed day-to-day operations.

The proposed purchase of a replacement Ford F-750 water truck will help ensure that the City can continue essential maintenance operations, including the task of watering City trees. This function plays a vital role in maintaining and expanding urban forestry, supporting the City's commitment to sustainability, and enhancing public spaces.

Some key benefits of the new 2025 Ford F-750 water truck include increased reliability due to modern technology, improved mechanical efficiency, and better support for tree irrigation efforts during critical growth periods. Additionally, its enhanced safety features and fuel efficiency will significantly benefit City's daily operations.

The current 2001 GMC C-8500 water truck will be declared surplus and sold at auction with proceeds being reinvested into the City's General Fund.

Section 2611(g) of the City Municipal Code (CMC) allows the City, through its Purchasing Manager, to dispense with competitive bidding processes to purchase materials, supplies, equipment, or services by utilizing a cooperative purchasing program engaged in by any local, county, State, or Federal public entity or entities, even if the contracts and implementing agreements entered into by the participating entity or association under those cooperative purchasing programs were not entered into under a process that resulted in the contract being awarded to the lowest responsible and responsive bidder under CMC 2610(i); provided, that the selected bidder was selected in compliance with the competitive bidding or proposal process requirements of any participating entity or association within three years of City's approval of the City contract entered into with the selected bidder via cooperative purchasing. The City Council has decided that the benefits to the City of utilizing cooperative purchasing outweigh any incremental higher price that may be paid by the City in certain instances as a result of not soliciting directly utilizing the lowest responsible and responsive bidder standard under CMC 2610(i).

Sourcewell is a cooperative purchasing agency established to allow participating municipal agencies to reduce the cost of procurement by leveraging the benefits of contract purchasing. Through solicitations, Sourcewell contracts bring considerable value and efficiencies to members through nationally leveraged contracted suppliers with access to the highest quality products and brands. Each solicitation and RFP contain language, which includes all qualified customers in all fifty states. Sourcewell contract purchasing solutions are reviewed by the Sourcewell Board of Directors and awarded on the members' behalf. The City of Carson (ID# 38521) is a member of Sourcewell, and the City's Purchasing Manager has determined that the competitive bidding or proposal process utilized by Sourcewell complies with the requirements of Section 2611(g) of the CMC and has therefore, waived the formal bidding process for procurement of the water truck (Exhibit No. 3).

## V. FISCAL IMPACT

None. The $154,840.09 estimated cost for the purchase of the 2025 Ford F750 water truck is budgeted in the adopted FY 2024-25 budget within Vehicle/Rolling Inventory fund account 638-99-999-999-8003. Revenue from the sale of the surplus GMC C-8500 will partially offset the cost of this purchase.

## VI. EXHIBITS

1. Purchase Agreement
2. Sourcewell Contract
3. Purchasing Waiver

Prepared by: Freddy Loza, Facilities and Fleet Maintenance Superintendent

**Attachments**

Exhibit 1. Purchase Agreement PB Loader (Water Truck).pdf

Exhibit 2. Sourcewell Contract

Exhibit 3. Purchasing Waiver.pdf

**PURCHASE AGREEMENT**
**BY AND BETWEEN**
**THE CITY OF CARSON AND**
**PB LOADER CORPORATION**

**THIS PURCHASE AGREEMENT** ("Agreement") is executed this _____ day of _____, 2025 ("Effective Date"), by and between the CITY OF CARSON, a California municipal corporation ("City"), and PB LOADER CORPORATION, a California corporation ("Seller"). City and Seller may be referred to, sometimes individually or collectively, as "Party" or "Parties."

**1. Purchase and Sale of Goods.** On and subject to the terms and conditions set forth in this Agreement, Seller agrees to sell and deliver to City and City agrees to purchase and accept from Seller the water truck described herein and specified in Exhibit "A" attached hereto and incorporated herein by this reference ("Goods"), for the total purchase price ("Purchase Price") set forth in Section 3.

**2. Description of Goods.** The Goods being sold by Seller to City consists of the water truck, as described herein and as specified in Exhibit "A."

**3. Purchase Price.** The total Purchase Price which City agrees to pay to Seller for purchase and sale of the Goods and their delivery is not to exceed One Hundred Fifty Four Thousand Eight Hundred Forty Dollars and Nine Cents **($154,840.09)**, as provided in further detail in Exhibit "A."

**4. Term.** The term of this Agreement shall expire after City's acceptance of the Goods and City's payment therefor following Seller's submission of the requisite invoice, subject to the any applicable warranty of the Goods.

**5. Representations and Warranties of Seller.** Seller makes the following representations and warranties to City:

**5.1. Authority and Consents.** Seller has the right, power, legal capacity and authority to enter into and perform its obligations under this Agreement. No approvals or consents of any persons are necessary in connection with Seller's execution, delivery, and performance of this Agreement, except for such as have been obtained on or prior to the date hereof. The execution, delivery, and performance of this Agreement by Seller have been duly authorized by all necessary action on the part of Seller and constitute the legal, valid and binding obligations of Seller, enforceable against Seller in accordance with their respective terms.

**5.2. Title and Operating Condition.** Seller has good and marketable title to the Goods. The Goods are free and clear of any restrictions on or conditions to transfer or assignment, and City will acquire absolute title to the Goods free and clear of mortgages, liens, pledges, charges, encumbrances, equities, claims, covenants, conditions and restrictions except for

such as may be created or granted by City. The Goods are in conformity with the manufacturer's specifications, descriptions, representations and warranties. Seller is aware that City is purchasing the Goods for use in City's operations and that City is relying on Seller's warranties that the Goods are fit for this purpose and the ordinary purposes for which the Goods are normally used.

**6. Time of Delivery.** The date and time of delivery of the Goods shall be no later than _____ days following issuance of a Notice to Proceed by City's Contract Officer, or if elected by the City's Contract Officer, as otherwise requested by the City, during City's business hours which are Monday through Thursday 7:00 am to 3:30 pm. In the latter case, City will provide Seller with a scheduled delivery date for the site listed in Section 7.

**7. Place of Delivery.** The Goods shall be delivered to _____.

**8. Title and Risk of Loss; Payment and Invoicing.** Title to and the risk of loss, damage and destruction of the Goods shall remain with the Seller until after inspection and acceptance of the Goods by City, and payment by City of the Purchase Price. Seller shall invoice City in the amount of the Purchase Price for purchase of the Goods, and City shall remit payment by no later than forty-five (45) days after City's acceptance of the Goods.

**9. Inspection.** After delivery of the Goods, City shall inspect the Goods within a reasonable time not to exceed thirty (30) days and provide written notice to the Seller specifying any defects or other objections, unless City intends to accept the Goods in whole, in which case no notice will be necessary. Acceptance of the Goods, whether in whole or in part, shall not be deemed a waiver of any defects identified by the City, nor any defects later discovered by the City, and specified to the Seller in writing.

**10. No Replacements or Cures.** This Agreement calls for strict compliance. Seller expressly agrees that both the Goods tendered and the tender itself will conform fully to the terms and conditions of the Agreement on the original tender. In the event of rejection by City of the whole of the Goods or any part thereof, City may, but is not required to, accept any substitute performance from Seller or engage in subsequent efforts to effect a cure of the original tender by Seller.

**11. Insurance Coverages**.

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

**(a) Commercial General Liability Insurance**. A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than $1,000,000.00 per occurrence or if a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract/location, or the general aggregate limit shall be twice the occurrence limit.

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

**(c) Automotive Insurance.** A policy of comprehensive automobile liability insurance written on a per occurrence basis for bodily injury and property damage in an amount not less than either (i) bodily injury liability limits of $100,000 per person and $300,000 per occurrence and property damage liability limits of $150,000 per occurrence or (ii) combined single limit liability of $1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars, and any other automobile.

**(d) Subcontractors.** Seller shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

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

**11.2 General Insurance Requirements.** All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Seller's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. The insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, Seller shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section to the Contract Officer. No work or services under this Agreement shall commence until Seller has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City. The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A-" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII

or better, unless such requirements are waived by the City's Risk Manager or other designee of the City due to unique circumstances.

**12. Indemnification.** Seller agrees to defend, indemnify, protect and hold harmless the City, its officers, officials, employees, agents and volunteers from and against any and all claims, demands, losses, damages, costs and liability of any kind or nature (including reasonable attorney's fees) which the City, its officers, officials, employees, agents or volunteers may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property (i) arising out of or from the Goods or delivery of the Goods, and (ii) to the extent arising from (a) Seller's negligent acts, omissions or willful misconduct, (b) Seller's ownership or possession of the Goods during any period ending on or prior to the Effective Date, (c) Seller's replacement of the Goods or any part thereof pursuant to this Agreement, and (d) Seller's breach of any of its representations, warranties or covenants under this Agreement.

**13. Remedies.** The remedies and rights conferred on the City by this Agreement are in addition to and cumulative with all other remedies and rights accorded the City under law or equity. Without limiting the generality of the foregoing, Seller agrees that if there is any defect in the Goods, as determined in City's sole and absolute discretion, and upon written notice thereof given to Seller, Seller shall replace the defective Goods without delay or cost to the City. In the event of Seller's failure to replace the Goods within ten (10) calendar days after being notified of such defects, City is hereby authorized to contract with another party for the purchase of replacement of Goods, and Seller shall reimburse City for all such costs immediately upon demand.

**14. Survival of Representations and Warranties.** All representations, warranties, covenants and agreements of the Parties contained in this Agreement shall survive the execution, delivery and performance of this Agreement.

**15. Assignment.** This Agreement may not be assigned by Seller without the express written consent of City. This Agreement shall be binding on, and shall inure to the benefit of, the Parties to it and their respective heirs, legal representatives, successors and assigns. All Goods manufacturer's warranties shall be assigned to and turned over to the City.

**16. Severability.** If any provision of this Agreement is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the Parties that all other provisions of this Agreement be construed to remain fully valid, enforceable, and binding on the Parties.

**17. Entire Agreement: Modification: Waiver.** This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and thereof and supersedes all prior and contemporaneous agreements, representations and understandings of the Parties, whether oral or written. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all the Parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.

**18. Contract Officer.** _____, _____, or such person as may be designated by the City Manager is hereby designated as being the representative of the City authorized to act on its behalf with respect to this Agreement and to make all decisions in connection therewith ("Contract Officer").

**19. Notices.** All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the Party to whom notice is to be given, or on the third day after mailing if mailed to the Party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, and properly addressed as follows:

To Seller at: PB Loader Corporation
5778 W. Barstow
Fresno, CA 93722-5024
Attn: _____

To City at: City of Carson
701 East Carson Street
Carson, CA 90745
Attn: City Manager

Any Party may change its address for purposes of this paragraph by giving the other Party written notice of the new address in the manner set forth above.

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

Seller's Authorized Initials _____

**21. Effects of Headings.** The subject headings of the sections and subsections of this Agreement are included for convenience only and shall not affect or be considered in the construction or interpretation of any of its provisions.

**22. Counterparts.** This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile and electronic signatures shall be deemed the same as original signatures.

**23. Governing Law.** This Agreement shall be construed in accordance with, and governed by, the laws of the State of California as applied to contracts that are executed and performed entirely in California.

**24. Termination.** City may terminate this Agreement for any reason whatsoever, prior to delivery of the Goods and City's payment of the Purchase Price therefor as set forth herein.

**25. Venue.** All proceedings involving disputes over the terms, provisions, covenants or conditions contained in this Agreement and all proceedings involving any enforcement action related to this Agreement shall be initiated and conducted in the applicable court or forum in Los Angeles County, California.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties to this Agreement have duly executed in on the day and year first above written.

**CITY**:

CITY OF CARSON, a municipal corporation

_____
Lula Davis-Holmes, Mayor

**ATTEST**:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
[rjl]

**SELLER**:

PB LOADER CORPORATION, a California corporation

_____
Name:
Title:

_____
Name:
Title:

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

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

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

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

WITNESS my hand and official seal.

Signature: _____

**OPTIONAL**

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

**CAPACITY CLAIMED BY SIGNER**

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____

_____

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

_____
_____

**DESCRIPTION OF ATTACHED DOCUMENT**

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

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

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

WITNESS my hand and official seal.

Signature: _____

**OPTIONAL**

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

**CAPACITY CLAIMED BY SIGNER**

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____

_____

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

_____
_____

**DESCRIPTION OF ATTACHED DOCUMENT**

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

# EXHIBIT A

## DESCRIPTION OF GOODS AND PRICING

| QTY | PART NO. | DESCRIPTION | PRICE | EXTENSION |
|---|---|---|---|---|
| | | **PB LOADER CONTRACT NO. 080521-PBL**<br>**SOURCEWELL CONTRACT - MARKET PRICES** | | |
| 1 | | **WATER TRUCK**<br>2,000 GALLON WATER TRUCK COMPLETE WITH:<br>CHASSIS:<br>2025 FORD F750 REGULAR CAB CHASSIS WITH:<br>- 7.3 LITER 2V DEVCT V-8 GASOLINE ENGINE WITH 335 HP# 3750 RPM<br>- FORD TORQSHIFT HD 6-SPEED AUTOMATIC TRANSMISSION WITH DOUBLE OVERDRIVER LESS PTO & TOW/HAUL<br>- 22.5"X 8.25" POWDER COATED STEEL WHEELS<br>- 11R22.5G GOODYEAR FUEL MAX RSA TIRES<br>- BOSH HYDROMAX HYDRAULIC BRAKE SYSTEM, W/ TRACTION CONTROL<br>- 12,000 LB. FRONT PARABOLIC TAPER-LEAF SPRING SUSPENSION<br>- 21,000 LB. MULTI-LEAF SPRING REAR SUSPENSION W/ SHOCK ABSORBERS<br>- 6.50 AXLE RATIO<br>- 158' WHEELBASE / 84' CAB TO AXLE<br>- 50-GAL FUEL TANK<br>- 240 AMP ALTERNATOR<br>- REMOTE MOUNTED JUMP START STUD<br>- TWO (2) 900 CCA BATTERIES IN STEEL BATTERY BOX<br>- 102DBA BACK-UP ALARM<br>- 30/0/30 VINYL FIXED DRIVER & FIXED PASSENGER SEATS WITH CONSOLETTE<br>- PREFERRED PACKAGE 600A<br>- DRIVER ASSIST TECHNOLOGY PACKAGE FOR HYDRAULIC BRAKES<br>- REAR VIEW CAMERA W/ MIRROR DISPLAY<br>- ENHANCED CLUSTER WITH HIGH-LEVEL 8-INCH DISPLAY<br>- POWER EQUIPMENT GROUP<br>- FOUR BODY BUILDER SWITCHES IN CENTER INSTRUMENT PANEL<br>- AM/FM RADIO STEREO WITH 2-SPEAKERS, USB INPUT, CLOCK AND BLUETOOTH<br>- SECURILOCK PASSIVE ANTI-THEFT SYSTEM<br>- DUAL HEATED & MOTORIZED RECTANGULAR MIRRORS XL2020 - 102" WIDTH<br>- GRAY INTERIOR<br>- EXTERIOR PAINT, OXFORD WHITE<br><br>WATER BODY:<br>2000 GALLON CAPACITY (APPROX) VALEW WATER BODY WITH:<br>- STEEL TANK W/ BAFFLES AND HORIZONTAL BRACE<br>- PATENTED BAFFLE SYSTEM<br>- HYDRAULIC DRIVEN CENTRIFUGAL 3" X 4" WATER PUMP<br>- HOT SHIFT P.T.O.<br>- MANUAL CONTROLS VALVES<br>- TWO (2 )FRONT SPRAYS, TWO (2) REAR SPRAYS, AND ONE (1) SIDE SPRAY<br>- ONE (1) 1 ½" HOSE OUTLET<br>- ONE (1) ¾ HOSE BIB<br>- ONE (1) 1 ½" CAB CONTROLLED GRAVITY FED ELECTRIC TREE WATERING ARM WITH UP & DOWN ACTUATION SWIVEL<br>AND 5' PVC EXTENSION. VALVE TO OPEN AND CLOSE, MOUNTED ON DRIVER SIDE IN BETWEEN TANK AND CAB.<br>- PUSH BLOCK WITH TOOLBOX<br>- ANTI-SIPHON LOADING PIPE<br>- EQUIPPED WITH OVER FILL PROTECTION<br>- HOSE KIT<br>- SUCTION PLUMBING<br>- PASSENGER SIDE TOOLBOX<br>- VALEW STYLE INTEGRATED HOSE REEL<br>- LEGAL LIGHTS AND MUD FLAPS<br>- ARROW LIGHT INDICATOR BOARD ON REAR OF TANK<br>- LED STROBE KIT (FRONT GRILL, FRONT AND REAR CORNERS OF TANK)<br>- NEW PRIMER AND PAINTED WHITE | | $140,435.00 |
| | | **TOTAL NET PRICE:** | | $140,435.00 |
| | | **SALES TAX (10.25%):** | | $14,394.59 |
| | | **CA TIRE RECYCLING FEE:** | | $10.50 |
| | | **TOTAL (ONE UNIT):** | | $154,840.09 |
| | | **NOTES:**<br>1. PRICIE INCLUDES DELIVERY TO CARSON, CALIFORNIA. SALES TAX BASED ON CITY OF LOS ANGELES AREA.<br><br>2. CHASSIS IS IN STOCK. BODY UPFIT IN FEBRUARY/ MARCH 2025.<br><br>4. PURCHASE ORDER TO BE MADE OUT TO PB LOADER CORPORATION. | | |

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Sourcewell

**Solicitation Number: RFP #080521**

# CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and PB Loader Corporation, 5778 W. Barstow Ave., Fresno, CA 93722 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Roadway Maintenance Equipment from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

## 1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires October 11, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

## 2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

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Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

## 3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

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returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

## 4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

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- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

## 5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## 6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

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contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## 7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

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- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

## 8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

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by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

## 9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

## 10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

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E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

## 11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

## 12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

## 13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use thetrademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

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resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

*5. Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

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## 14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

## 15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

## 16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

## 17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

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The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

**18. INSURANCE**

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

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no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

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primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## 19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

## 20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

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## 21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

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C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

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of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

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and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

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T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

## 22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 10/5/2021 | 8:33 PM CDT

PB Loader Corporation

DocuSigned by:
By: Jason Thompson
DE94D6F54AC44A1...
Jason Thompson
Title: President
Date: 10/5/2021 | 3:34 PM CDT

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 10/5/2021 | 8:47 PM CDT

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# RFP 080521 - Roadway Maintenance Equipment

### Vendor Details

| | |
|---|---|
| Company Name: | PB Loader Corporation |
| Address: | 5778 W Barstow Ave.<br>Fresno, CA 93722 |
| Contact: | Jason Thompson |
| Email: | jthompson@pbloader.com |
| Phone: | 559-273-0006 |
| HST#: | 77-0307955 |

### Submission Details

| | |
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| Created On: | Tuesday July 06, 2021 18:23:44 |
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| Submitted By: | Jason Thompson |
| Email: | jthompson@pbloader.com |
| Transaction #: | 82b52ea7-2722-479e-b521-ebd128b3a348 |
| Submitter's IP Address: | 12.22.224.114 |

**Specifications**

**Table 1: Proposer Identity & Authorized Representatives**

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

| Line Item | Question | Response * | |
|---|---|---|---|
| 1 | Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier") | PB Loader Corporation | * |
| 2 | Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal. | n/a | * |
| 3 | Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above. | n/a | * |
| 4 | Proposer Physical Address: | 5778 W Barstow Ave, Fresno, CA 93722 | * |
| 5 | Proposer website address (or addresses): | www.pbloader.com | * |
| 6 | Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract): | Jason Thompson, President, 5778 W Barstow Ave, Fresno, CA 93722, jthompson@pbloader.com, cell: 559-273-0006 | * |
| 7 | Proposer's primary contact for this proposal (name, title, address, email address & phone): | Jason Thompson, President, 5778 W Barstow Ave, Fresno, CA 93722, jthompson@pbloader.com, cell: 559-273-0006 | * |
| 8 | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone): | Stuart Smith, Inside Sales Manager, 5778 W Barstow Ave, Fresno, CA 93722, ssmith@pbloader.com, Tel: 559-277-7370, Cell: 559-999-5148.<br>Michael Munoz, Regional Sales Director, 5778 W Barstow Ave, Fresno, CA 93722, mmunoz@pbloader.com, Tel: 559-277-7370, Cell: 661-342-1755.<br>Marcus Putnam, Regional Sales Director, 5778 W Barstow Ave, Fresno, CA 93722, mputnam@pbloader.com, Tel: 559-277-7370, Cell: 559-304-1024. | |

**Table 2: Company Information and Financial Strength**

| Line Item | Question | Response * | |
|---|---|---|---|
| 9 | Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services. | PB Loader Corporation began operation in 1954 with the invention of the PB Front Loader and the pothole patcher and emulsion systems in the 1960's for use in Road Asphalt Maintenance.<br><br>As a family founded and run company, relationships in business are at the center of what PB Loader stands for and is reflected in day-to-day operations. PB believes in making a quality product which their customers can rely on year-in and year-out. PB does not believe in a one-size-fits-all approach. PB custom configures and engineers products to meet the exact needs of their customers. When a customer chooses PB they know they are going to be able to rely on quality construction materials assembled by experienced professionals. PB stands behind their products with not only a successful network of dealers but also production, engineering, and sales staff who are available for troubleshooting and repair.<br><br>PB Loader has found that conducting business in an honest and attentive way, providing a quality, proven product, and listening to their customers are the best business practices possible. When you call PB with a question they listen and act. It is in this way that PB Loader continues to be synonymous with reliability in their industry and the world over.<br><br>When we joined Sourcewell nine years ago, we found that their philosophy and values fell in line with the core values of PB Loader. From this, we have adopted Sourcewell as our company's predominate method of procurement. We wholeheartedly believe the present and future of government procurement lies with cooperative purchasing and Sourcewell, along with PB, leading the field. | * |

| | | | |
|---|---|---|---|
| 10 | What are your company's expectations in the event of an award? | We expect to provide growth through the use of this contract in the marketplace and with our customers. We are firm believers that contract buying is the way of the future with its ease of use for the customer… and customers need to do more with less. We have made and will continue to make the Sourcewell contract the preferred choice of purchasing for our customers.<br><br>Our commitment to Sourcewell and contract buying…<br><br>We have risen to the top of our Sourcewell category over the last two contracts and expect to continue with this success. We expect growth by continuing to broaden our offering of additional road maintenance manufacturers and equipment beyond our asphalt patchers and front loaders. We have added to our current contract with:<br><br>Hook Lifts<br>Light, Medium, and Heavy Duty Dump Bodies<br>Custom Bodies<br>Flatbed and platform bodies<br>Arbor Bodies<br>Contractor Flatbeds<br>Air Compressors<br>Dumping Flatbeds<br>Cargo Bodies<br>Chipper Bodies<br>Landscape Bodies<br>Standard & Mechanic Service Bodies<br>Liftgates<br>Chassis<br>Message Board & Light Trailers<br>Mechanic Truck Cranes<br>Numerous Body & Equipment Accessories<br>Truck Winches<br>Truck Generators & Inverters<br><br>We will continue to search for additional road maintenance equipment and accessories that will grow our Sourcewell product offering.<br><br>We have and will always add customer specific models to serve our customers' requirements. Using the contract to meet our customers' needs exactly so they can make repeat equipment purchases effortlessly.<br><br>For example, we have added a massive listing of custom road maintenance products for City of Los Angeles and San Diego County which plan to purchase multiple units continually each year. | * |
| 11 | Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. | PB Loader has been in business since the 1950's making us one of the oldest municipal manufacturers on the west coast. Because of our strength in the marketplace and the quality of our products, PB has been and will continue to be a financially responsible and solid company.<br><br>PB Loader is in excellent financial health. We have experienced substantial growth over the last five years, which has resulted in more than doubling the size of our company. We know this is due to our commitment to excellence in the marketplace as well as utilizing the Sourcewell contract. PB is privately held and for this reason we cannot release financial statements and do not have SEC filings. Please see attached reference letters from our financial institution, vendors, and dealers. | * |
| 12 | What is your US market share for the solutions that you are proposing? | Loader – 100% market share. This is a niche market, and we are the only manufacturer of the product.<br><br>Patcher – Depending on the state, we have 45%-90% of the market share. We typically have high market share in the West and some in the southern states. Overall, we represent approximately 60% of the market throughout North America.<br><br>Since our last contract we have even better representation. We are committed to find local dealers who can serve our customers. | * |
| 13 | What is your Canadian market share for the solutions that you are proposing? | We represent 40% of the Canadian market with our asphalt patchers and it continues to be an area of growth. | * |
| 14 | Has your business ever petitioned for bankruptcy protection? If so, explain in detail. | No, we have never petitioned for bankruptcy protection. | * |
| 15 | How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.<br>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?<br>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party? | PB Loader is best described as a manufacturer who works through a network of dealers along with our own sales staff to sell our product. We have 29 dealers with 44 branches covering the US states and Canada (see map). We are continually looking for dealers in the few areas we do not currently have one. We are always reviewing our dealers to ensure the quality needed to fulfill our customers' needs.<br><br>To support our dealers, we have a total of 16 sales and support staff: President, two National Sales Directors who manage the dealers, two Territory Sales representatives, five Inside Sales and Customer Support staff members, a Parts & Service Manager, a Warranty Coordinator, two dedicated Sales Engineers, a Trade Show Support Specialist, and Sales Assistant. | * |
| 16 | If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP. | PB Loader has local and California state resale/business licenses, Louisiana Motor Vehicles license, and Oregon business license. We are a final stage vehicle installer as well as a California licensed used vehicle dealer. | * |
| 17 | Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years. | PB Loader has never had any suspension or debarments applied. | * |

**Table 3: Industry Recognition & Marketplace Success**

| Line Item | Question | Response * | |
|---|---|---|---|
| 18 | Describe any relevant industry awards or recognition that your company has received in the past five years | National Truck Equipment Association (NTEA) – MVP Member<br>Top ranked vendor in sales revenue for the current Road Maintenance Equipment contract category. | * |
| 19 | What percentage of your sales are to the governmental sector in the past three years | The year-over-year numbers are consistent at 99% Government (State, County and Municipal) versus 1% private sector.<br><br>Our internal and dealer sales force along with our products are specifically designed to meet the specialized needs of Government agencies. This sector of the market is the sole focus of our company. This allows us to better meet and understand their needs. | * |
| 20 | What percentage of your sales are to the education sector in the past three years | Our product offering is geared toward public works agencies, however, there is occasional overlap with school district ground maintenance equipment needs. | * |
| 21 | List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years? | PB holds an HGAC contract. We see less than three sales a year and dimensioning due to the fact of our continued efforts to convert HGAC customers to Sourcewell. | * |
| 22 | List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years? | Our product offering is rarely sold to the federal government except for a few military air bases and national parks. We do not currently hold any federal contracts (GSA, SOSA) because the market demand is very limited. When approached, we inform the federal agency of the benefits of Sourcewell. | * |

**Table 4: References/Testimonials**

**Line Item 23**. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

| Entity Name * | Contact Name * | Phone Number * | |
|---|---|---|---|
| City of Los Angeles | Ray Perez | 323-526-9221 | * |
| City of Colorado Springs | Michael Shill Jr. | 719-385-6711 | * |
| County of San Diego | Jim Whitlock | 619-709-2171 | * |
| County of Fresno | Mike Downing | 559-600-7528 | |
| City of Tucson | Jerry Robles | 520-837-6602 | |

**Table 5: Top Five Government or Education Customers**

**Line Item 24.** Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

| Entity Name | Entity Type * | State / Province * | Scope of Work * | Size of Transactions * | Dollar Volume Past Three Years * | |
|---|---|---|---|---|---|---|
| City of Los Angeles | Government | California - CA | Dump Bodies (52), Flatbed (31), Chipper Bodies (15), Truck Mounted Loaders (11), Patchers (5), Utility Bodies (2) | $50,000 to $200,000 depending on unit | $23,698,990 | * |
| County of Fresno | Government | California - CA | Loaders (6), Dump Bodies (4), Patchers (1) | $50,000 to $200,000 depending on unit | $3,074,364 | * |
| City of Ontario | Government | California - CA | Flatbeds (12), Dump Bodies (3), Service Bodies (2),<br>Chassis (2), Patchers (1) | $50,000 to $200,000 depending on unit | $2,617,946 | * |
| County of San Diego | Government | California - CA | Truck Mounted Loaders (11), Message Board Trailers (9), Patchers (3), Sprayers (2) | $50,000 to $200,000 depending on unit | $2,124,900 | * |
| City of Portland | Government | Oregon - OR | Patchers (5) | $50,000 to $200,000 depending on unit | $869,675 | * |

**Table 6: Ability to Sell and Deliver Service**

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

| Line Item | Question | Response * | |
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|---|---|---|
| 25 | Sales force. | Our sales force is designed to support our dealer network and at the same time work directly with the end user government agencies. We take it upon ourselves to ensure our end users receive the highest level of customer service and are committed to their complete satisfaction with our products. Our sales force is specifically trained and has the knowledge and resources to ensure our dealers and customers utilize Sourcewell as their primary procurement method.<br><br>Each team member listed below is committed to growing our company revenue through Sourcewell.<br><br>Our team consists of twenty-two (22) sales and support professionals:<br><br>Five (5) Outside Sales personnel. The President of the company (1) and two (2) traveling National Sales Directors, and two (2) outside sales representatives who visit dealers and end users throughout the country.<br><br>Five (5) Inside Sales personnel. One (1) Sales Manager, and four (4) Inside Sales Coordinators who are responsible for quotes and working with our customers/dealers on the specific and unique designs of our product as well as offering product knowledge and support.<br><br>One (1) Sales Assistant who is responsible for supporting our sales team and dealers with product information, social media, trade show coordination, and many other support duties which allows our sales team more time to respond to customers.<br><br>One (1) Parts/Service Salesperson who is dedicated to meeting the aftermarket needs of our customers to ensure quick response to customers' needs.<br><br>One (1) Warranty Coordinator dedicated to meeting the aftermarket needs of our customers to ensure quick response to any situation that arises.<br><br>One (1) Trade Show Support who provides extra sales assistance at booths and other event functions.<br><br>We have an Engineering team of eight (8) who are dedicated to support the sales teams with layout drawings and engineering information requests by customers, which ensures a high level of accuracy to meet the customers' needs.<br><br>We are currently in the process of expanding our Sales team. We have job openings for two additional outside sales personnel and two inside.<br><br>The company also utilizes our engineering, operations, and production personnel to support the sales team and customers. |
| 26 | Dealer network or other distribution methods. | PB Loader sells through a network of dealers throughout North America. It is our belief that utilizing local dealers provides the best customer service for our end users. Please see attached dealer list and map.<br><br>We currently have 29 dealers totaling 44 branch locations in the US and Canada, totaling 148 dealer salespeople. Of that total, we have four (4) dealers with eight (8) branches in Canada. All our US dealers and their branches have received training from our staff on Sourcewell procurement and we are looking forward to doing the same with Canoe in Canada.<br><br>Our sales team regularly visits our dealers to ensure they are trained on our product and the Sourcewell contract. We support many of our dealers' local trade shows and events. We are very active and encourage our dealers to be active in trade organizations such as APWA, MSA, RSFMA, NAPA, and others. These events are excellent opportunities to inform our government customers about Sourcewell procurement of our products. |
| 27 | Service force. | The above-mentioned dealer network employs factory trained parts and service representatives at their branches. These dealers typically handle other large municipal equipment like PB Loader. Because of this they have invested in service tooling at many of their locations, such as overhead cranes, mobile service trucks, and very capable shop facilities.<br><br>The PB Loader sales team provides service support by being the first point of contact for customer questions on the operation and product usage.<br><br>We provide an initial delivery training and for added value, free training for the life of the unit. We want to ensure that our customers can utilize our product safely and effectively. Replacement manuals and decals are also provided at no charge for the life of the unit.<br><br>PB Loader utilizes its service team that can be sent around the country to support our dealers and end users.<br><br>Our dealer network has a total of 295 service and 122 parts staff. PB Loader also supports them with our service and engineering personnel. We have complete manuals, engineering schematics, drawings, and videos. Troubleshooting assistance is available via phone and/or video conference.<br><br>Per customer request, we utilize additional local third-party repair shops that are closer for a quicker turn around than some dealer locations. We also provide support for customers who provide their own service and a reimbursement program for customers who are required to do their own warranty work. |
| 28 | Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others. | Quotes are generated by the inside sales department at PB Loader using Sourcewell pricing. Members will generate a purchase order directly to PB or one of our authorized dealers. Once received, an order confirmation is generated to ensure accuracy of the order. Regular updates are provided as the unit progresses through the manufacturing process. Final delivery is done by PB or our dealers and includes training. Once payment is received, it is recorded, and placed on our Sourcewell quarterly reports. |

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|---|---|---|---|
| 29 | Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises. | PB Loader's business philosophy is to provide superior quality in customer service which means quick response times and resolving issues to the customer's satisfaction. We require our dealers to provide immediate service to our customers. Many of our dealers offer multi-year service plans. We also offer multi-year warranty plans supported by our dealers.<br><br>We also have a free lifetime replacement program for our manuals and all instruction/safety decals.<br><br>PB Loader provides phone/video technical support to both dealers and end users. This is supported by our engineering/sales teams.<br><br>When we are contacted with a service/warranty issue, a ticket is created within our MRP system and an email is sent company wide. Production, engineering, sales, and support teams all receive this notification and start resolving the issue. By having such a large team involve in rectifying the problem, solutions develop quicker and response times are improved. | * |
| 30 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States. | We have made and will continue to make the Sourcewell contract the preferred choice of purchasing for our customers. We are firm believers that contract buying is the way of the future with its ease of use. Our desire is to have every product we make available through the Sourcewell contract. This philosophy is driven by the President of the company and upper management to ensure the entire organization is committed to making Sourcewell successful with PB Loader. | * |
| 31 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada. | We are looking forward to expanding Sourcewell procurement utilizing the new Canoe platform with all our Canadian customers and dealerships. We currently have four (4) dealers in Canada with seven (7) branches covering nearly the entire country. We retain more than 40% market share in Canada with our asphalt patchers. Canada has been a major customer base for us and will continue to be. | * |
| 32 | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract. | We fully serve all geographic areas within North America. | * |
| 33 | Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract? | We fully serve all Sourcewell participating entities within North America. | * |
| 34 | Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories. | There are no specific contract restrictions or requirements for participating entities in Hawaii, Alaska or US territories.<br><br>We have experienced dealers who are trained to utilize Sourcewell. In Alaska, Craig Taylor Equipment offers sales and service support. In Hawaii we utilize the local truck dealerships for sales and service. Our Florida dealer, Environmental Products, has a dedicated salesperson who covers Puerto Rico. | * |

**Table 7: Marketing Plan**

| Line Item | Question | Response * | |
|---|---|---|---|
| 35 | Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response. | Sourcewell is integrated and promoted heavily into our sales process.<br><br>A key part of our strategy is making sure our dealer network is promoting Sourcewell as our primary method to purchase PB products. This is accomplished during all sales calls to every dealer and at customer demonstrations with dealer management and sales personnel. We want it known that PB is synonymous with Sourcewell. We help convey this message by displaying the Sourcewell logo on all demonstration vehicles and apparel.<br><br>We have committed to display the Sourcewell logo everywhere possible: media, ads, promotional items, website, trade show displays, our office, dealer branch locations, and company sales vehicles.<br><br>The most important part of our strategy is having direct conversations with end user agencies on the value of utilizing Sourcewell for not only purchasing PB products but other products from Sourcewell vendors. We believe the more they utilize Sourcewell contract procurement, the more Sourcewell and PB will grow together. Through our own sales staff and more than 100 dealer salespeople these conversations occur daily. | * |
| 36 | Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness. | We have begun the process of implementing a new forward-thinking social media and metadata program along with the redevelopment of our website. This began with signing a long-term contract with a respected digital marketing firm who will partner with us to develop and distribute a continuous campaign of all our social media, digital marketing, and website.<br><br>Social media posts will include trade shows, industry events, customer demonstrations, new unit deliveries to satisfied customers, product upgrades, and new features. The campaign will include purchasing advertising banners on industry sites as well as an extensive GoogleAds.<br><br>Each post and banner will include a Sourcewell presence, which is another way to make PB and Sourcewell synonymous. We are excited for the roll-out of the new e-purchase vendor showcase of which we will take full advantage. | * |
| 37 | In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process? | Being a current vendor, the Sourcewell contract is already integrated into our sales process, utilized, and promoted heavily. Many of our dealers are very familiar with the contract, because of us and the other manufacturers they represent who are also vendors of Sourcewell.<br><br>We believe that Sourcewell provides the initial platform for member agencies and should work directly with awarded vendors to promote increased membership. We feel Sourcewell should provide consulting on the legal requirements for members to use corporative purchasing.<br><br>The sales integration process and Sourcewell becoming the primary method for our customers to purchase PB products began nine years ago with our first contract. We were believers in the beginning that Sourcewell and cooperative purchasing would be the future of government procurement. We have made every effort to make it our future as well. As stated in the previous two questions we laid out our overall marketing strategy for Sourcewell and are committed to continually evolve and improve that strategy as new ideas come to the forefront. | * |
| 38 | Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it. | We often see e-advertising as becoming more prevalent in our industry. We have noticed many new customers have sought our website on the internet. Because of the high technical nature, unlimited customizations, and dollar value of our products, particularly being integrated with a chassis, a standard e-procurement system is inadequate to meet the needs of our customers. For these reasons we sell with a hands-on approach with our local dealer network which includes writing lengthy technical specs and doing 3-D layout drawings of the products. It is our belief that one size does not fit all therefore our products are custom designed and configured to meet the needs of our customers exactly. E-procurement is not a robust enough of a process to fulfill our customers' needs. We are, however, looking forward to the roll-out of the new e-purchase vendor showcase of which we will take full advantage. | * |

**Table 8: Value-Added Attributes**

| Line Item | Question | Response * | |
|---|---|---|---|
| 39 | Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply. | We offer free operator training and maintenance training onsite when the end user puts the unit into service. We also provide free follow-up training for the lifetime of the unit conducted by our own factory trained staff and/or dealers. It is our business philosophy to ensure that our customers can effectively and safely use our products. Also, we provide free manuals, and instructional/safety decals for the life of the unit.<br><br>We have a dedicated person at the factory that customers can call for any kind of troubleshooting or operational advice. This in addition to the sales staff that can also provide this service. There are instructional videos, blueprints, and other digital materials that can be sent to the customers as learning tools. Several times a year we provide patcher training school which we encourage Sourcewell members to attend. | * |
| 40 | Describe any technological advances that your proposed products or services offer. | We like to be in the forefront of the technological advances within the municipal and truck equipment industries. We have incorporated options for the latest in back up sensor technology and cameras on our equipment. We strive to make our units the safest in the industry and have adapted standard automotive technology to road maintenance equipment which we have seen few others accomplish. We have updated numerous hydraulic and control systems to more efficient components that integrate with the advanced chassis ECM programming and chip sets. This is accomplished through our engineering department working directly with chassis manufacturers. | * |
| 41 | Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each. | To our knowledge, there are not any green agencies that certify our type of product (Pothole Patchers). However, our standard pothole patcher is heated by LPG which is an environmentally friendly fuel. We also offer an electric heated unit which is powered by an onboard generator on current chassis.<br><br>We have begun to work closely with several electric chassis manufactures so that we can be on the forefront of the technology and offer fully electric road maintenance equipment.<br><br>As a company we feel our carbon footprint is important with our products and how we operate. We are completing a new facility wide conversion to highly efficient LED lighting. We also have several recycling programs for steel, cardboard, e-waste, among others. Within the next few years, we are planning a solar program initiative which will significantly reduce our footprint. | * |
| 42 | Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors. | We do not know of any third parties that label road maintenance equipment specifically. As stated in question 41, the company is committed to developing green practices internally by utilizing energy efficiencies which will make us far more sustainable in the future. | * |
| 43 | Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response. | PB Loader is not accredited as a WMBE or SBE. However, we work with several hub partners:<br>Cicero Brothers (SBE)<br>Westcoast Materials (SBE, DVBE)<br>Main Street Materials (SBE) | * |
| 44 | What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities? | Quality and Customer Service have distinguished us as an industry leader and will continue to do so in the future. It is our business philosophy to stand by our products and customers. We want every customer to feel completely satisfied with the product and the service they receive over the product’s lifetime. By listening to our customers and responding to their needs expeditiously we ensure their complete satisfaction.<br><br>What makes our products unique is that we do not believe in the one size fits all solution; agencies have very different needs because of their geographic locations, agency size, and other demographics. For this reason, we offer by far the largest selection of models and sizes with our products. But more importantly, we offer hundreds of options and will custom build additional features based off the customer’s needs.<br><br>We believe in making it easy for our customers to purchase our products. We do this by first listening to their requirements and from there develop a detailed layout drawing. This allows our customer and their crews a great opportunity to design their own unit and know what they are getting before they purchase. On this contract we offer complete turnkey solutions with our products integrated with chassis so the customer can issue one PO to one vendor and have one point of contact.<br><br>We have a large and dedicated dealer network whose goal is to support their local markets. In turn, we provide our dealers the support to do this as well as offering support directly to the end user. Even though PB sells through dealers, we believe that it is our responsibility to ensure the end user is completely satisfied. | * |

**Table 9A: Warranty**

**Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.**

| Line Item | Question | Response * | |
|---|---|---|---|
| 45 | Do your warranties cover all products, parts, and labor? | Yes, our warranty covers all products, parts, and labor. In some cases, freight as well. It is our commitment to solve all warranty issues to the complete satisfaction of our customers. | * |
| 46 | Do your warranties impose usage restrictions or other limitations that adversely affect coverage? | No, our warranty does not have any usage restriction or other limitations. It is important to PB Loader that on the rare occasion there is a manufacturer defect, it is rectified immediately. | * |
| 47 | Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs? | PB or the authorized dealer will cover travel time and mileage for any Sourcewell members warranty claim. | * |
| 48 | Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair? | In regions where we do not have a certified technician, we offer over the phone technical support. If a problem is not resolved we may send a PB Loader technician to fix unit or utilize local third-party repair shops.<br><br>Either PB or our dealer network can provide a technician who will travel to all geographic locations in US and Canada. Many repairs don't require a certified technician and third-party shops can be utilized when appropriate. | * |
| 49 | Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer? | Yes, we will cover all items sold by PB Loader including those components manufactured by others. We believe this provides the best customer service to the end user. | * |
| 50 | What are your proposed exchange and return programs and policies? | Customers can return and exchange parts within 30 days without a restocking fee, but pay return freight. After 30 days, there is a 25% restocking fee, but in appropriate cases this may be waived. We wish to ensure customer satisfaction. | * |
| 51 | Describe any service contract options for the items included in your proposal. | PB Loader offers starter spare parts kits and a base refurbish package for our pothole patching products. We also offer extended warranty packages on the contract. | * |

**Table 9B: Performance Standards or Guarantees**

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

| Line Item | Question | Response * | |
|---|---|---|---|
| 52 | Describe any performance standards or guarantees that apply to your services | We make every effort to track the original promised delivery at time of quotation and actual delivery performance. We use this information to notify our customers of any deviation from the original quoted delivery. | * |
| 53 | Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.) | We utilize a KPI system that tracks turn around time for part sales. It is imperative to get parts to the customer to minimize their down time. | * |

**Table 10: Payment Terms and Financing Options**

| Line Item | Question | Response * | |
|---|---|---|---|
| 54 | Describe your payment terms and accepted payment methods? | Our payment terms are Net 30. Check, ACH, and wire transfer are all acceptable forms of payment. We accept Visa and MasterCard for parts sales. We do not have a processing fee. | * |
| 55 | Describe any leasing or financing options available for use by educational or governmental entities. | For any customers seeking finance or leasing options, we partner with NCL Government Capital. | * |
| 56 | Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response. | Each standard Sourcewell transaction starts with a Quote Request Form and detailed dimensional forms. Once a purchase order is received, an Order Confirmation Form is generated. | * |
| 57 | Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process? | We accept P-card payments with no additional processing fee. | * |

**Table 11: Pricing and Delivery**

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

| Line Item | Question | Response * | |
|---|---|---|---|
| 58 | Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response. | See the attached Price Catalog for all our products being offered, which include their SKUs, MSRP, and Sourcewell discounts. We are offering a 10% discount off MSRP on the entirety of our catalog except for chassis. Chassis will be offered at a 5% discount off MSRP. | * |
| 59 | Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range. | We are offering a 10% discount off MSRP on the entirety of our catalog except for chassis. Chassis will be offered at a 5% discount off MSRP. | * |
| 60 | Describe any quantity or volume discounts or rebate programs that you offer. | In an addition to the initial 10% discount to Sourcewell members, we also offer a 3% quantity discount for orders of six (6) or more units excluding chassis. | * |
| 61 | Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request. | We like to approach sourced items in one of two ways. First, if they are customer specific, we will add them to the contract just for that customer, so it makes repeat purchasing easier. The second method is to supply a cost plus a percentage quote for these specialty items. | * |
| 62 | Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer. | We like to approach sourced items in one of two ways. First, if they are customer specific, we will add them to the contract just for that customer, so it makes repeat purchasing easier. The second method is to supply a cost plus a percentage quote for these specialty items. | * |
| 63 | If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program. | Shipping and delivery are an additional cost. The amount depends on the size of the product and where it is going. We quote market rate. | * |
| 64 | Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery. | For Canada, we contact truck freight brokers who specialize in crossing the border. We and our dealers are very familiar with the USMCA processes.<br><br>For Alaska, Hawaii and offshore deliveries, our dealers have freight brokers that handle the complete process.<br>We have regularly shipped to all these locations. This is nothing out of the ordinary for us. | * |
| 65 | Describe any unique distribution and/or delivery methods or options offered in your proposal. | Our units are built as turnkey work ready products, so they can be delivered directly to the end user and are ready for operation. | * |

**Table 12: Pricing Offered**

| Line Item | The Pricing Offered in this Proposal is: * | Comments |
|---|---|---|
| 66 | c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments. | To encourage Sourcewell sales we offer the best pricing to its members compared to any other pricing models. |

**Table 13: Audit and Administrative Fee**

| Line Item | Question | Response * | |
|---|---|---|---|
| 67 | Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. | It is mandatory for our dealers to request a Sourcewell quote and provide member entity information. From this, a quote number is assigned and is tracked through the sales process. Each purchase order we receive from our dealer or end user is cross checked with a quote number to identify it as a Sourcewell order. This ensures that all Sourcewell orders make it on the quarterly report and a dealer cannot sell an Sourcewell product without our knowledge. | * |
| 68 | If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract. | Since we have been an awarded vendor for two contracts, we have established historical metrics. We track the Sourcewell sales dollars within our total sales dollars. We also track the Sourcewell units and product types produced within our total units produced. We track Sourcewell quotes generated within the total number of quotes generated and the conversion rate to orders of Sourcewell quotes. We analyze this performance to grow our success with the Sourcewell contract. | * |
| 69 | Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor’s sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member’s cost of goods. (See the RFP and template Contract for additional details.) | Our current contract has a fee of 2%. We would like to continue this with the new contract for our entire catalog including chassis. | * |

**Table 14A: Depth and Breadth of Offered Equipment Products and Services**

| Line Item | Question | Response * |
|---|---|---|
| 70 | Provide a detailed description of the equipment, products, and services that you are offering in your proposal. | We offer an enormous range of road maintenance equipment from pothole patchers to cone trucks, dump trucks, flatbed, message board trailers, and countless others.<br><br>Asphalt (Pothole) Patchers<br><br>PB Loader is the leading manufacturer of asphalt patchers with the largest selection of models, sizes, and options in the industry, as well as broad customization above and beyond that.<br><br>Hot mix asphalt is required to complete a superior asphalt repair. PB patchers keep the temperature consistent throughout the entire shift in order to make a permanent patch.<br><br>PB Asphalt Patchers carry all the equipment and material for a two-person crew to repair potholes, road shoulders, cut outs, skin patch, and utility cuts throughout the year. PB Patchers are fully equipped with all the tools needed so a team can tackle patching jobs with just one machine. All PB Patchers feature an insulated and heated asphalt hopper that keeps asphalt hot and usable all day.<br><br>Four (4) Conveying Options: Belt, Single Auger, Double Auger, Dump<br>Four (4) Mounting Options: Truck Chassis, Slip-In, Hook-Lift, Trailer<br>Eight (8) Sizes: 1.5, 1.8, 3, 4, 5, 6, 8, 10 cubic yards<br><br>Hundreds of options and custom configurations such as: (refer to catalog for complete list)<br><br>Flasher, safety<br>Spoils bins<br>Tool boxes and baskets<br>Arrow boards<br>Vibratory compactors and rollers<br>Back up alarms and camera equipment<br>Air compressors<br>Generators<br>Jack hammers<br>Hose reels<br>Work decks<br>Water containers<br>Fire Extinguisher, first aid kits, triangle kits<br><br>Many of these options are customizable within themselves. Locations on the truck, sizes, and usage are all considered when discussing these elements with the customer.<br><br>PB Patchers come in two formats, a “V” hopper which uses either a continuous conveyor or auger to move the asphalt or a dump hopper which uses a hoist to raise the hopper which allows the asphalt to slide out. Both formats are available for mounting on truck chassis, slip-in, hook-lift or trailer models.<br><br>Proven Features<br>Heavy Duty Design<br>All Hydraulic Operation<br>Radiant Heat System<br>Burner Systems Available in LPG, Diesel, and Electric Generator<br>Fully Insulated Asphalt Container<br>Hand Torch with 200,000 BTU Output<br>Convenient Operator Controls<br>Emulsion Spray System<br><br>Emulsion Sprayers<br><br>PB offers emulsion sprayers with more sizes and features than anyone else in the industry.<br><br>Fully equipped emulsion systems can be powered by a hydraulically driven pump or compressed air and sized to meet our customers’ needs. These systems are truck mounted in conjunction with an asphalt patcher or truck equipment body. They are also available in trailer, hook lift, and slip-in models. All are available with a variety of options, sizes, and custom configurations.<br><br>Truck Mounted Styles: 15-200 gallons<br>Trailer Mounted and Slip-In Styles: 200-700 gallons<br><br>Pump Type Sprayers - Pump type emulsion sprayers include a solvent tank for flushing the emulsion hose and cleaning asphalt tools with a waste tank system. Truck mounted units are usually heated by the truck cooling system but can also be heated by LPG burner. All trailer units use LPG heaters.<br><br>Compressor Type Sprayers - Compressor type emulsion sprayers are available in the many sizes. These can be charged off the truck brake system compressor, or any air compressor. These sprayers are heated by the truck cooling system or LPG burner. Trailer and slip-in models are equipped with an engine driven compressor.<br><br>Options and Features - All spray units can include Recirculation, Auxiliary Electric Heat, Tank Insulation, Discharge Strainer, Hose Reels, LPG Tanks, Thermostatic Controls, Loading Hose, Reverse Flow Systems, Draw Off Valve, Optional Engines, and Work Platform.<br><br>PB Truck Mounted Loaders<br><br>PB Truck Mounted Loaders combine a dump truck and loader shovel into one unit. Designed to load, haul and dump asphalt cold patch, leaves, gravel, dirt, snow, trash, or brush just to name a few. PB Loaders save operation cost, reduce manpower, and lets you tackle a variety of jobs that would otherwise require several pieces of equipment.<br><br>PB Loaders are built tough and come equipped with features that improve productivity and safety. An exclusive arm design allows the operator access to the cab when the shovel is on the ground or in the travel position. PB Loaders are available with a 3,000 lb. or 5,000 lb. shovel lifting capacity, and can be outfitted with a clam, tilt, clam/tilt or standard shovel. Shovel capacities range from 3/4 cubic |

yard to 1 1/2 cubic yards. Safety switches shut down all systems if the cab door is opened or the dump body is raised during loading operations.

Options include air or joystick controls, automatic grease lines, tool boxes, pull tarps, various sizes of dump bodies, emulsion spray systems, carbide blade and blocks for the shovel, installation on tilt cab or conventional chassis, and many more.

Road Maintenance Support Equipment

PB Bodies are offered in a variety of models and capacities that can be used in conjunction with a PB Truck Mounted Loader, PB Patchers, and PB Emulsion Systems. They can also be standalone units equipped to provide valuable service for road maintenance. Features include heavy-duty construction, a large variety of accessory equipment and tools, custom configured to meet the exact needs of the using agency.

Chassis:
PB Loader offers full turn-key solutions (single PO Source Purchasing) for our Sourcewell customers by providing a variety of chassis that are used in conjunction with our truck mounted products. For example:

- Ford
- Freightliner
- Western Star
- Peterbilt
- Isuzu
- Volvo

Dump Bodies:
PB Loader offers many sizes and types of dump bodies. We work with several leading manufacturers which allows us to bring complete solutions to our Sourcewell customers. We also work with these manufacturers' national dealer networks by convincing them to sell dump bodies with Sourcewell in their local markets. For example:

- Small Contractor Bodies
  - Rigid and/or Fold-Down Sides
- Medium Duty Bodies
  - Bobtail Bodies
- Heavy Duty Bodies
  - Square Bodies
  - Elliptical Bodies
  - Demolition Bodies

Flatbeds / Stake Bodies / Platform Bodies:
PB represents several leading brands as well as manufacture our own models. These bodies can come in standard to heavy duty construction and can be custom built with inlay tool boxes, dump hoists, lift gates, and many other features. Bringing yet another complete solution to our SW customers. We work with these manufacturers' national dealer networks by convincing them to sell flatbed bodies with Sourcewell in their local markets. For example:

- Smooth Floor
  - Tread Plate Floor
  - Wood Deck
  - Aluminum Body
  - Rancher Body
  - Dumping Bodies
  - Stake Sides (wood, steel, aluminum)
  - Various Lengths and Widths

Chipper Boxes / Landscape / Arbor Bodies:
PB represents several brands as well as manufacture our own models. These bodies come in many configurations to meet the roadway landscaping needs of our Sourcewell customers. We work with these manufacturers' national dealer networks by convincing them to sell their bodies with Sourcewell in their local markets. For example:

- Open Top Chipper Box
- Closed Top Chipper Box
- Side Open and barn door landscape bodies (rugby and reading)
- Arbor Bodies with included storage for saws and tree trimming equipment

Utility Bodies:
PB offers the Reading Utility Bodies product line to its SW customers. Reading has a full line of bodies that range from smaller maintenance units to large mechanic trucks for use in road maintenance applications. With a base body from reading, we can upfit additional SW listed equipment to customize a truck to create the best solution for our Sourcewell members. We work with Reading's national dealer network by convincing them to sell utility bodies with Sourcewell in their local markets. For example:

- Steel Constructed Bodies
- Aluminum Constructed Bodies
- Single and Dual Wheel
- Canopy Bodies
- Mechanics Bodies
- Mechanics Crane Bodies

Message Boards Trailers:
PB Loader partners with Wanco to offer a full line of trailer and truck mounted message boards and traffic control products to provide reliable traffic safety for roads and highways. Traffic safety is paramount to all road maintenance work. By providing these products in conjunction with our full line of equipment we give our customers complete solutions. We work with Wanco's national dealer network by convincing them to sell their safety equipment with Sourcewell in their local markets. For example:

Arrow Board Trailers and Truck Mount
Message Board Trailers and Truck Mount
Speed Radar Trailers
Light Tower Trailers

Swaploader Hook Lifts:
We are offering a full hook-lift line, these products are often used in conjunction with our asphalt patchers and support bodies. Hook-lift systems provide an efficient fleet utilization system for municipalities because the customer can use one chassis with several pieces of equipment. We work with their dealer nationwide by convincing them to sell hook lift systems with Sourcewell in their local markets. For example:

Single axle from 7,500 lbs. to 24,000 lbs. capacity
Tandem axle from 33,000 lbs. to 65,000 lbs. capacity

Lift Gates:
Truck mounted lift gate systems that offer value added ease of accessibility to many truck equipment bodies. For example:

Tommy Lift Gate
- Pick Up Truck
- Utility Body
- Flatbed
- Box Body
- Rail Gate
- Tuck under
- Dump Through

Palfinger Lift Gates
- Cantilever
- Pick Up Truck
- Utility Body
- Flatbed
- Box Body
- Rail Gate
- Tuck Under

Compressor Systems:
Truck and skid mounted compressor systems that offer value added functions to many truck equipment bodies. These systems are utilized to run jack hammers, impact wrenches, blow guns, and many other air powered tools and accessories that road maintenance crews use regularly. For example:

Vanair
- Under deck rotary screw compressors from 60 to 185 CFM
- Hydraulic driven compressors from 30 to 85 CFM
- Engine driven compressors from 30 to 85 CFM
- All-In-One systems combines air, electric generators, welder, and hydraulic into one unit

Sullivan-Palletek
- Above deck skid mount, engine driven, 185 CFM

Other brands
- Small engine reciprocating compressor
- Electric 12V compressor

Attenuator: Trailer and truck mounted
Traffix Scorpion truck mounted and trailer crash attenuator systems MASH rated. Attenuators provide that additional safety to the road maintenance crews allowing them to work on the road with confidence. The models presently on our contract provide for safety at highway speeds.

Water Trucks:
We are offering truck mounted water tanks for the use during road maintenance projects for dust control and clean up. For example:

Single axle 2,000 gallon
Tandem axle 4,000 gallon

Cranes:
We offer several brands of truck mounted cranes spanning many types and sizes. These cranes are sold in conjunction with other support bodies to increase the capabilities of the truck. For example:

Electric
- Hydraulic

Folding, compact
- Outriggers

Spitzlif
Palfinger/Reading
Venturo

Customer Specific Custom Road Maintenance Equipment:
As a result of our many options and custom configurations to meet the exact needs of individual agencies, we have started a program of adding customer specific configurations to our current Sourcewell contract. This is to facilitate ease of purchasing for our customers, particularly those who have massive amounts of customized features. One of the greatest successes of this is with the City of Los Angeles which has more than a dozen custom SKUs which includes chassis for turn-key solutions.

Additional Accessories:
On this contract PB offers many additional accessories to upfit any truck or support body with all the tools that road crews need. For example, but not limited to:

Whelen safety lights
PSE Code3 Safety Lights
Work lights and spotlights

| | | | |
|---|---|---|---|
| | | Warn Wenches<br>Tool boxes and baskets<br>Tool holders<br>Back up cameras and sensors<br>Bed vibrators<br>Pull Tarps<br>Inverter Systems with electrical outlets<br>Fire extinguishers and triangle kits<br>Water coolers<br>Wash tanks<br>Ladder and material racks<br>Vises<br>Reflective safety tape and panels | |
| 71 | Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. | Roadway Surface Maintenance and Repair Equipment – We manufacture pothole (asphalt) patchers and emulsion transport and sprayers. We offer the largest selection by far of models and sizes of pothole patchers also custom built to our customers' needs.<br><br>Equipment and Products in Support of Roadway Maintenance and Repair – We offer many additional asphalt support bodies that utilize emulsion systems and other products that municipalities use in conjunction with their pothole patcher and road maintenance programs. This also includes our PB front loader systems. | * |

**Table 14B: Depth and Breadth of Offered Equipment Products and Services**

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

| Line Item | Category or Type | Offered * | Comments | |
|---|---|---|---|---|
| 72 | Asphalt recycles and reclaimers | ○ Yes<br>◉ No | We are in development to produce asphalt hotbox trailers that have asphalt reclaiming features. Product launch is expected First Quarter 2022. We are committing to ultimately producing a full line of these trails and heavily competing in this market. | * |
| 73 | Patchers, seal coaters, crack sealers, and mastic and adhesive melters | ◉ Yes<br>○ No | We are the leading producer of truck mounted pothole patching systems in North America. PB does not manufacture seal coaters, crack sealers, and mastic and adhesive melters. | * |
| 74 | Chip spreaders, asphalt brooms, and pavement grinding or grooving equipment | ○ Yes<br>◉ No | We do not manufacture any of these products. | * |
| 75 | Pavement marking application and removal equipment | ○ Yes<br>◉ No | We do not manufacture any of these products. | * |
| 76 | Other | ◉ Yes<br>○ No | We are the leading producers of truck mounted emulsion spray systems. We also offer a multitude of road maintenance support equipment as mentioned in Table 14A. | * |

**Table 15: Exceptions to Terms, Conditions, or Specifications Form**

**Line Item 77.** **NOTICE**: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

| Contract Section | Term, Condition, or Specification | Exception or Proposed Modification |
|---|---|---|
| n/a | n/a | n/a |
| | | |
| | | |
| | | |
| | | |
| | | |

**Documents**

**Ensure your submission document(s) conforms to the following**:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - 1_Pricing.zip - Thursday August 05, 2021 13:44:55
- Financial Strength and Stability - 2_Financial Stregth & Stability.zip - Thursday August 05, 2021 13:45:06
- Marketing Plan/Samples - 3_Marketing Plans & Samples.zip - Tuesday August 03, 2021 18:00:46
- WMBE/MBE/SBE or Related Certificates - 4_WMBE-MBE-SBE Certifications.zip - Tuesday August 03, 2021 18:01:17
- Warranty Information - 5_Warranty.zip - Tuesday August 03, 2021 18:01:36
- Standard Transaction Document Samples - 6_Standard Transactiom Document Samples.zip - Tuesday August 03, 2021 18:01:48
- Upload Additional Document - 7_Additional Documents.zip - Thursday August 05, 2021 13:56:19

**Addenda, Terms and Conditions**

**PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jason Thompson, President, PB Loader Corporation

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

| File Name | I have reviewed the below addendum and attachments (if applicable) | Pages |
|---|---|---|
| **Addendum_4_Roadway_Maint_Equipt_RFP_080521**<br>Wed July 28 2021 06:54 PM | ☑ | 2 |
| **Addendum_3_Roadway_Maint_Equipt_RFP_080521**<br>Mon July 26 2021 04:56 PM | ☑ | 2 |
| **Addendum_2_Roadway_Maint_Equipt_RFP_080521**<br>Fri July 16 2021 12:55 PM | ☑ | 1 |
| **Addendum_1_Roadway_Maint_Equipt_RFP_080521_Draft**<br>Thu June 24 2021 04:18 PM | ☑ | 1 |

City of Carson
Purchasing Division
701 E. Carson Street
Carson, CA 90745
(310) 952-1758

# Purchasing Waiver

In compliance with Chapter 6 (Purchasing System) of Article II (Administration) of the Carson Municipal Code (CMC), Staff are seeking to exercise waiver of the following requirements (check all that apply):

☒**(A) Formal Bidding** *(Section 2611)*
☐**(B) Written Contract** *(Section 2605(1)(iii))*

If **(A)** is selected above, please select the exception being exercised for this purchase:

☐**(d)** Emergency Purchasing *(Section 2611(d))*
☐**(e)** Sole Source Purchasing *(Section 2611(e))*
☐**(f)** Piggyback Purchasing *(Section 2611(f))*
☒**(g)** Cooperative Purchasing *(Section 2611(g))*
☐**(i)** Other Purchase Exceptions *(Section 2611(i)(1) through 2611(i)(18))*

If **(e)** or **(f)** are selected above, please specify the contract number, awarding agency, and other contracting parties being exercised for this purchase:
**Soucwell Contract: #080521-PBL**

Req # (if available): **N/A**
Vendor Name: **PB Loader Corporation**

Formal bidding and/or a written contract would normally be required because the purchase is for an amount $75,000 or more; here, the amount is **$154,840.09.**

Written justification or summary of purchase.
**Refer to quote #12559 dated January 28, 2025.**

*Purchasing:* *Authorized Department Staff:*

_____ _____

**Josilla Togiola, Purchasing Manager** **Name/Title:** Click or tap here to enter text.
2/6/2024 **Date**:Click or tap to enter a date.

**Attach all relative applicable documents including, but not limited to vendor quote, statement of sole source justification on vendor letterhead, relative contract agreements for piggybacking or cooperative purchasing exceptions, etc.*
***Attach a copy of the fully executed waiver to the corresponding requisition.*

**File #:** **Version:**

# Report to Honorable Mayor and City Council

Tuesday, March 18, 2025, 5:00 PM

CONSENT 27.

To: Honorable Mayor and City Council

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

Subject: CONSIDER APPROVAL OF CONTRACT SERVICES AGREEMENT WITH TOOLE DESIGN GROUP TO PREPARE BICYCLE MASTER PLAN FOR PROJECT NO. 1785: BICYCLE MASTER PLAN (CITY COUNCIL)

## I. SUMMARY

The City of Carson was awarded a grant for Project No. 1785: Bicycle Master Plan by California Department of Transportation (Caltrans) through the Active Transportation Program (ATP) State fund. On May 22, 2024, Council approved Resolution 24-040, approving the Program Supplement Agreement to the Administering Agency-State Master Agreement No. 07-5403S21 between the State and the City to accept up to $897,000 in ATP State funds for the preparation of the Bicycle Master Plan, with no local match required. The project was advertised via RFP No. 24-024 (Exhibit No. 1) from November 27, 2024 to January 8, 2025. Four conforming proposals were received. Representatives from the three highest scoring firms were invited to present and answer questions on their proposals, which included Alta Planning and Design, Inc.; KOA Corporation; and Toole Design Group. After evaluating the proposals and the performance in the presentation and interview, staff selected Toole Design Group to prepare the Bicycle Master Plan. Staff is requesting approval of the Contract Services Agreement (Exhibit No. 2) for a not-to-exceed amount of $851,948.52.

## II. RECOMMENDATION

TAKE the following actions:

1. APPROVE a Contract Services Agreement with Toole Design Group for Project No. 1785: Bicycle Master Plan for a not-to-exceed amount of $851,948.52.
2. AUTHORIZE the Mayor to execute a Contract Services Agreement following approval as to form by the City Attorney.
3. ADOPT Resolution 25-034 (Exhibit No. 3), A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2024 -25 BUDGET IN THE GENERAL FUND AND SPECIAL REVENUE FUNDS.

## III. ALTERNATIVES

1. REJECT all bids.
2. TAKE another action the City Council deems appropriate, consistent with the requirements of the law.

## IV. BACKGROUND

Project No. 1785: Bicycle Master Plan was included in the City's 5-year Capital Improvement Program (CIP) for FY 24/25 and will develop a revised Bicycle Master Plan which will serve as an informative guide when developing a framework that improves the city's physical bicycle system and reduces transportation inequities.

The City of Carson applied for funds for the Bicycle Master Plan in June 2022 through Cycle 6 of the ATP. The California Transportation Commission approved the funding of $897,000 in June 2023. The deadline to use the $897,000 is June 30, 2027.

On May 22, 2024, Council approved Resolution 24-040, approving the Program Supplement Agreement to the Administering Agency-State Master Agreement No. 07-5403S21 (Exhibit No. 4) between the State and the City to accept up to $897,000 in ATP State funds for the preparation of the Bicycle Master Plan, with no local match required.

Staff solicited proposals via RFP No. 24-024 from qualified firms to provide the necessary professional engineering and planning services. Four firms submitted proposals which staff screened, reviewed, evaluated, and scored using the selection criteria described in the request for proposals. Representatives from the three highest scoring firms were invited to present and answer questions on their proposals. Staff then revisited the scoring, modifying for performance in the presentation and interview questions.

The proposals were ranked as follows:

| **Ranking** | **Consultant / Firm Name** | **Place of Business** |
|---|---|---|
| 1 | Toole Design Group | Los Angeles, CA |
| 2 | Alta  Planning + Design, Inc. | Los Angeles, CA |
| 3 | KOA Corporation | Monterey Park, CA |
| 4 | Fehr & Peers | Los Angeles, CA |

Staff determined that Toole Design Group was the most knowledgeable, qualified, competent, and responsive firm. Its proposed cost of $851,948.52 is fair and reasonable based on current market standards. Toole Design Group will have 18 months from the notice to proceed to complete the Bicycle Master Plan. The evaluations and rankings for the selection of the consulting firms were performed without placing primary emphasis on the consultants' fees in accordance with Section 4526 of the Government Code.  Section 4526 states, in part, "... selection by a state or local agency head for professional services or private architectural, engineering, land surveying, or construction project management firms shall be on the basis of demonstrated competence and on the professional qualifications for the satisfactory performance of the services required."  This section was written into the Government Code to prevent selection of consultants based primarily on fees. Carson Municipal Code Section 2611(c) essentially sets out the same standard for award of professional services.

The accomplished and anticipated timeline for this project is as follows:

| | |
|---|---|
| Release RFP | Completed |
| Evaluate Technical Proposals | Completed |

| | |
|---|---|
| Award of Services Agreement Contract | March 2025 |
| Issue PO / Notice to Proceed | May 2025 |
| Complete Bicycle Master Plan with Final Report | October 2026 |

## V. FISCAL IMPACT

At it's May 2024 council meeting, City Council accepted an Active Transportation reimbursable grant in the amount of $897,000.00 for PW1785: Bicycle Master Plan. If the recommended contract is approved by Council, the contract sum of $851,948.52 will be covered by the ATP grant.

If Resolution 25-034 is approved, the proposed action would allocate ATP grant funds of $897,000 to the project expenditure account as follows:

220-80-820-904-8019 (PW1785) $897,000.00

## VI. EXHIBITS

1. RFP No. 24-024
2. Professional Services Contract
3. Resolution 25-034
4. Program Supplement Agreement to the Administering Agency-State Master Agreement No. 07-5403S21

Prepared by: Dr. Arlington Rodgers, Director of Public Works, Gilbert Marquez, P.E., City Engineer, John Merrill P.E., T.E., Traffic Engineer, and Ian Holst, P.E., Associate Civil Engineer

**Attachments**

RFP 24-024_PACKET

Bicycle Master Plan Contract Agreement.pdf

Resolution 25-034

Program Supplement Agreement to the Administering Agency-State Master Agreement No. 07-5403S21

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

# REQUEST FOR PROPOSALS (RFP): 24-024

Notice is hereby given that the Purchasing Manager of the City of Carson will accept proposals for:

## BICYCLE MASTER PLAN (BMP)

| | |
|---|---|
| **ISSUE DATE:** | **11/27/2024** |
| **VIRTUAL PRE-PROPOSAL MEETING** | **12/09/2024 \| 11:00 AM** |
| **QUESTIONS DEADLINE:** | **12/16/2024 \| 10:00 AM** |
| **PROPOSAL DEADLINE:** | **01/08/2025 \| 10:00 AM** |

**PROPOSALS MUST BE SUBMITTED ELECTRONICALLY**
**COSTS MUST BE SUBMITTED ELECTRONICALLY AS A SEPARATE DOCUMENT**

REGISTER AS A VENDOR AND SUBMIT ELECTRONIC PROPOSALS AT:
https://www.planetbids.com/portal/portal.cfm?CompanyID=32461

No late proposals will be accepted. Proposals received after the deadline established will not be considered for this contract. Proposers are strongly encouraged to carefully read the entire RFP and are solely responsible for the timely submittal of complete proposals. The City reserves the sole right to evaluate the proposals submitted, waive any irregularity therein, approve sub-consultants (if applicable), and select or reject proposals, should such action be deemed in the best interests of the City.

All questions or requests for interpretation regarding this RFP must be submitted online through PlanetBids by the date and time specified. Any City response for this solicitation not submitted through PlanetBids is unauthorized and will be considered invalid. Any attempt to lobby members of the Carson City Council, or City of Carson staff during the release of the solicitation and the announcement of the award determination, may result in disqualification from the selection process.

Please note, in the event of a conflict between any details included in this RFP 24-024 and any details in PlanetBids, this RFP 24-024 shall control and govern.

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

**RFP No. 24-024**
**BICYCLE MASTER PLAN (BMP)**

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2. Affidavit of Non-Collusion and Non-Discrimination
3. Client Reference List
4. Debarment and Suspension Certification
5. Certification of Compliance with Labor Code 3700
6. W-9 Request for Taxpayer Identification Number and Certification
7. Acknowledgement of Insurance Endorsements
8. Instructions for Entering Electronic Bids
9. Contract Insurance Checklist – Non-Construction
10. Contract for Services Template Long Form

## A. SUMMARY

The City of Carson; hereinafter referred to as "City" is seeking a qualified consultant to assist in the development of a comprehensive Bicycle Master Plan (BMP) that aligns with the City's vision for enhancing cycling infrastructure and promoting sustainable transportation. This Request for Proposals (RFP) outlines the Scope of Work, which includes essential tasks such as project management, analysis of existing conditions, public participation, and the preparation of both a draft and final Bicycle Master Plan. We invite innovative proposals that not only meet the objectives outlined herein but also reflect the priorities committed in our BMP grant application, and identified in our draft Carson Active Transportation and Connectivity Plan (CATCP). The selected consultant will play a vital role in shaping a more bike-friendly Carson, fostering community engagement, and ensuring that the plan effectively addresses the needs of our residents and visitors.

Further details are provided in the Project Scope of Work section.

It is the City's intent to establish a contract for an eighteen (18) month term.

After proposals are received, the City will review and may conduct additional interviews to clarify proposals received. To reiterate, the City reserves the right in its sole discretion to award all services to one proposer or to award separate services to multiple proposers. The City also reserves the right to reject any and all proposals received and resolicit for proposals in its discretion, pursuant to Carson Municipal Code (CMC) Section 2611(l), and to take any other action deemed to serve the best interest of the City subject to compliance with applicable law.

The City of Carson was incorporated as a California general law city on February 20, 1968. On November 6, 2018, with the City's voters' approval, the City of Carson became a California chartered city. Carson is considered one of the youngest municipalities in the South Bay region of Los Angeles County. Carson is located less than 20 miles south of downtown Los Angeles and is considered part of the South Bay section of Los Angeles County. The City's acreage is 19.2 square miles, and has grown considerably, beginning with a population of 61,000 in 1968 and with a current population of close to 100,000 residents.

Carson prides itself on being a culturally diverse community and is accessible by air, rail and freeway. The City is close to the Los Angeles International Airport, the Long Beach Airport, the Port of Los Angeles, and the Port of Long Beach. The four freeways that surround or run through the City are the Harbor (110); the San Diego (405); the Artesia (91); and the Long Beach (710). Additionally, the MTA Bus Line frequently stops in Carson on its route between Los Angeles and Long Beach and the City's owned bus system, the Carson Circuit, provides convenient bus transportation within the City. There is no other city in the Los Angeles-Orange County region that matches Carson's ease of accessibility. The City is home to many large, modern petrochemical, electronics, automobile, aerospace, trucking, and high-tech facilities. Many of these companies have won regional and local beautification awards. A number of multinational companies also call Carson their home by locating their corporate headquarters here. Through cooperative efforts between the City and businesses, the vitality and future of Carson continues to flourish.

The City of Carson reserves the right to make changes in this RFP as it may deem appropriate. Any and all changes in the RFP will be made by written addenda which will be issued via PlanetBids. No oral changes will be permitted. Addenda issued during the proposal process shall become a part of the original proposal. All proposals must be submitted by the date and time established for the opening of proposals. The City of Carson reserves the right to take any action considered to be in the best interest of the City of Carson.

No proposal may be withdrawn for a period of ninety (90) days once proposals have been opened by the Purchasing Manager, or assigned designee.

The City reserves the right to reject any and all proposals received or any parts therein, and to be the sole judge of the merits of each proposal received.

This RFP does not commit the City of Carson to award a contract or to pay any cost incurred in the preparation of any response to the RFP. All responses to this RFP become the property of the City. At such time a selection is made, all responses submitted become a matter of public record and shall be regarded as such, with the exception of those elements in responses which are trade secrets or proprietary, marked as such, and otherwise exempt from disclosure under the Public Records Act. Any changes to the RFP requirements will be made by written addenda via PlanetBids.

No contract exists on the part of the City until the City Council has made the award and a contract has been fully executed. The award, if made, will take approximately within ninety (90) calendar days after the scheduled proposal opening date.

Unless expressly stated otherwise, documents must be uploaded in PDF format. It is the proposer's responsibility to ensure its documents are properly and timely uploaded onto the City's online bid management system. Proposals that are missing pages, cannot be opened etc. may be considered nonresponsive. It is the proposer's sole responsibility to contact the City's online bid management provider (PlanetBids at 818-992-1771) to resolve any technical issues related to electronic bidding, including, but not limited to, registering as a vendor, updating passwords, updating profiles, downloading/uploading documents, submitting an electronic bid/proposal, etc. All questions or requests for interpretation regarding this RFP solicitation must be submitted online through PlanetBids within the date and time specified. Bidders are not to contact City personnel or Elected Officials with any questions or clarifications concerning this RFP other than through PlanetBids, as only the Purchasing Manager may be contacted. Any City response for this RFP that is not posted through PlanetBids is unauthorized and will be considered invalid. Bidders are solely responsible for "on time" submission of their electronic bids. The Bid Management System will not accept late bids and no exceptions shall be made. Bidders will receive an e-bid confirmation number with a time stamp from the Bid Management System indicating that their bid was submitted successfully.

NOTE: E-Bids are sealed and cannot be viewed by City staff until the close date and time. If you need to withdraw your bid, you may do so at any time before the bid deadline, by going back into the system and selecting "withdraw".

## B. VIRTUAL PRE-PROPOSAL MEETING

| | |
|---|---|
| Virtual Pre-proposal meeting mandatory: | **NO** |
| Virtual Pre-proposal meeting date/time: | 12/09/2024 \| 11:00 AM |
| Virtual Pre-proposal meeting: | Virtual via TEAMS |

This Virtual Pre-Proposal meeting will be held for the purpose of answering proposers' questions. Attendance is strongly encouraged; but this Virtual Pre-Proposal meeting is not mandatory. You are still welcome to submit a proposal even if you do not attend. The Virtual Pre-Proposal meeting will be conducted via Microsoft TEAMS and will be recorded.
Microsoft TEAMS Virtual Meeting:

Meeting ID: 220 437 520 17
Passcode: rP2EQ7Cr
Dial in by phone: +1 323-647-8603,,975311711# United States, Los Angeles
Phone Conference ID: 975 311 711#

Virtual Meeting Link:
https://teams.microsoft.com/l/meetup-join/19%3ameeting_MWM5MWI5MzYtYzZiMi00MWEwLThkYjUtNTI4MTcyNTdmNmM3%40thread.v2/0?context=%7b%22Tid%22%3a%229cdddbaf-1629-4219-9ebc-a307955c4c3b%22%2c%22Oid%22%3a%224f964efe-4625-411d-983a-16db28b8a5ad%22%7d

## C. SPECIFIC PROPOSAL REQUIREMENTS

All bids in response to this RFP must be submitted electronically on PlanetBids no later than the due date and time established. Please allow sufficient time to prepare, scan and upload your documents into the electronic bid system prior to the deadline, as the system will lock and not allow entry of bids after the designated deadline. Any technical questions regarding the use of PlanetBids must be directed to PlanetBids. Faxed, emailed, or delivered bids will not be accepted.

Proposers will be required to upload the following supplemental documents. Each supplemental document must be numbered in accordance with the following table.

| Required Proposal Supplemental Documents | | |
|---|---|---|
| 1 | **Company Certification and Personnel Verification**<br>Certification, on company letterhead, that the person submitting the proposal is authorized to contract on behalf of the prospective contractor. Examples of authorized persons include owner, partner, or corporate officer. Include name, title, address, and contact information. If proposer is a corporation, certification should include a statement that the corporation is in good standing with the California Secretary of State. Include general company information and resumes of personnel assigned to the engagement. | Required |
| 2 | **Client Reference List**<br>Governmental entities preferred. Include client contact information and a brief description of the product provided to each client. Minimum of three references.<br>(download from PlanetBids) | Required |
| 3 | **Subcontractor List** (if applicable)<br>Include the subcontractor's qualifications and the nature and extent of work to be performed by each subcontractor. | Required if Applicable |
| 4 | **Modification, Changes or Exceptions to the City's Contract Services Agreement Long Form** (download from PlanetBids)<br>Exceptions to the specifications of any proposed items, contract terms and conditions shall be fully described and stated in writing. | Required if Applicable |

| | | |
|---|---|---|
| 5 | **Cost**<br>Include all relative pricing information as a separate document | Required |
| 6 | **Affidavit of Non-Collusion and Non-Discrimination**<br>(download from PlanetBids) | Required |
| 7 | **Affidavit of Non-Federal Lobbyist Requirements**<br>(download from PlanetBids) | Required |
| 8 | **Debarment and Suspension Certificate**<br>(download from PlanetBids) | Required |
| 9 | **Certificate of Compliance with Labor Code Section 3700**<br>(download from PlanetBids) | Required if Applicable |
| 10 | **Acknowledgement of Insurance Endorsements**<br>(download from PlanetBids | Required |
| 11 | **W-9 Request for Taxpayer Identification Number and Certification**<br>(download from PlanetBids) | Required |
| 12 | **Contract Services Agreement Template Long Form**<br>(for reference only download from PlanetBids) | Required Upon Award |

Every document uploaded to PlanetBids must include Proposer's name and **RFP No. 24-024.**

## D. QUESTIONS AND ADDENDA

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

Requests submitted for City's consideration of proposed terms and conditions, including modifications to the City's RFP and/or standard form Contract Services Agreement, must be submitted by the deadline for questions. Such requests should include an attachment in PDF format on company letterhead that shows the requested modifications. The City will provide formal answers to all questions. Changes to the RFP itself shall only be made by the City via formal written addenda. Addenda will be published and distributed through the Vendor Portal. All addenda shall become a part of the RFP document requiring both signature and acknowledgement by the proposer.

It is the sole responsibility of the bidders to ensure that they have received the entire RFP including any questions, answers and addenda by visiting the City of Carson PlanetBids Vendor Portal.

| Type of Question | Contact | Contact Info |
|---|---|---|
| Those related to the Contract | PlanetBids | Post directly to PlanetBids under the "Q&A" tab |
| Use of PlanetBids | PlanetBids | (818) 992-1771 |
| City's Purchasing Process | Josilla Togiola<br>Purchasing Manager | jtogiola@carsonca.gov<br>(310) 830-7600 ext. 1237 |

## E. PROPOSER QUALIFICATIONS

Proposers who do not meet the minimum qualifications will be disqualified.

Awarded Proposer and subcontractors (if applicable) must pay the City's business license tax and submit required insurance documents prior to execution of the contract.

Prevailing Wage is not required nor applicable to this RFP.

## F. PROJECT LOCATION & SCHEDULE

Job location: Will be determined upon contract award
Job Work Schedule: Will be determined upon contract award

| | |
|---|---|
| Review of proposals to be completed by the City evaluation committee | January 2025 |
| Conduct interviews if needed | January 2025 |
| Recommendation to City Council for contract award | February 2025 |
| Contract Services Agreement Execution | March 2025 |

***Schedule is subject to change**

## G. INSURANCE REQUIREMENTS

The selected contractor must comply with insurance requirements as detailed in the Contract Services Agreement Long Form and as listed below. The Acknowledgement of Insurance Endorsements must also be signed and submitted as part of the bid requirements.

If a proposer believes any of the City's proposed insurance is not appropriate for any reason and/or the requirements warrant an adjustment, the City invites submission of a written request with explanation of the same to be submitted prior to 10 days before the bid deadline. The City will review the request and if appropriate, will issue an amendment to the insurance requirements as a written addendum.

**Certificate of Insurance:**

Shows GL, Auto, and Work Comp coverages with valid effective dates
**General Liability:** Additional Insured and Waiver of Subrogation must be checked.
**Auto Liability:** Additional Insured and Waiver of Subrogation must be checked.
**Workers Compensation:** Waiver of Subrogation must be checked. * - if applicable

Description of Operations:

1. City of Carson, its elected and appointed officers, employees, volunteers, and agents are additional insured on GL and Auto policies.
2. GL is Primary and Non-Contributory.
3. Waiver of Subrogation endorsement in favor of City of Carson OR in favor of additional insured.

**Certificate Holder:** City of Carson, 701 E Carson Street, Carson, CA 90745
**Insurance Carriers:** AM Best rating A- VII or Better

**General Liability Provisions:**
Coverage form ISO CGL CG 00 01. Minimum limits $1MM per occurrence/$2MM aggregate.

GL Endorsements:
1. City of Carson, its elected and appointed officers, employees, volunteers, and agents are additional insured OR blanket additional insured endorsement.
2. Primary and Non-contributory endorsement.
3. Waiver of Subrogation endorsement in favor of City of Carson.

**Automobile Liability Provisions:**
Coverage form ISO CGL CG 00 01. Minimum limits $1MM per occurrence/$2MM aggregate.

Auto Insurance Endorsements:
1. City of Carson, its elected and appointed officers, employees, volunteers and agents are additional insured OR blanket additional insured endorsement.
2. Waiver of Subrogation endorsement in favor of City of Carson.

**Worker's Compensation Provisions:**
Coverage for statutory limits for workers compensation. Minimum limit of $1MM for Employer Liability.

WC Endorsements:

Waiver of Subrogation endorsement in favor of City of Carson

**Professional Liability Insurance Provisions:**
1. Appropriate to the services being provided AND limits per stated in the agreement.

## H. COST PROPOSAL INFORMATION

**Costs must be submitted as a separate PDF document**

The consultant must provide everything necessary including, and not limited to, labor, materials, and equipment required to perform and complete the required work.

The cost plus fixed fee price must include all necessary materials and fees to provide the required services. Permits, licenses and fees must be obtained at the awarded Proposer's sole expense. Federal taxes must not be included, as the City is exempt from paying federal taxes. However, the City does pay Sales Tax on the purchase of items, which must be included as a separate line within the total bid price.

The following costs will not be allowed: additional charges such as fuel surcharges and mileage rates, fines, entertainment, advertising, and any costs considered inappropriate for reimbursement from taxpayer money.

Include hourly rates for additional work which may be authorized by the City's Contract Officer.

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

Proposals will be evaluated on the basis of the response to all provisions of the RFP. The award, unless proposals are rejected, shall be pursuant to Carson Municipal Code (CMC) Section 2611(c) (Professional Services Procurement) and shall be based on (i) demonstrated competence, the professional qualifications necessary for satisfactory performance of the required services; (ii) a fair and reasonable price; and (iii) evidence that the person or firm carrying out the contract responsibilities possesses the expertise and experience to perform the requisite professional services, as more particularly set forth in the evaluation criteria table below.

The intended contract will be for an eighteen (18) month term.

The City reserves the right to modify the evaluation criteria as deemed appropriate prior to the commencement of evaluation.

| Proposal Evaluation Criteria | | Maximum Points |
|---|---|---|
| 1 | **Experience and Qualifications**: Experience of the firm in similar bicycle master planning, environmental, and municipal code analysis. Qualification of key project staff and their roles. | 30 |
| 2 | **Understanding of Project Goals**: How well the proposal demonstrates an understanding of the City's needs, goals, and objectives for the Bicycle Master Plan. Approach to addressing community outreach and stakeholder engagement. | 20 |
| 3 | **Proposed Methodology and Approach**: Quality and clarity of the proposed methodology for completing the tasks, including public outreach, environmental review, code analysis, and map preparation. Innovative approaches or solutions to challenges. | 25 |
| 4 | **Project Timeline and Deliverables**: Feasibility of the proposed timeline for completion of tasks and deliverables. Clarity of schedule and milestones. | 10 |
| 5 | **Appropriateness of Effort:** Appropriateness and competitiveness of the proposed hours dedicated to the project, including breakdown by task. Consideration whether hours are commensurate for the scope. | 10 |
| 6 | **References and Past Performance**: Feedback from previous clients and references regarding similar projects highlighting quality of work, timeliness, and collaboration. | 5 |
| | TOTAL MAXIMUM POINTS | 100 |

The City may hold interviews with proposers prior to a final selection and interviews may be conducted in person or virtually. The City reserves the right to make such additional investigation as it deems necessary to establish the competence, qualifications, expertise, experience, and financial stability of any firm submitting a proposal.

The City reserves the right to: (1) Accept or reject any and all proposals or any part of any proposal and to waive any irregularities or informalities in any proposal; (2) Request clarification of any information contained in a proposal; (3) Solicit new proposals on the same project, or on a modified project, which may include portions of the original RFP as the City may deem necessary; (4) Disregard all non-conforming, non-responsive, or conditional proposals; (5) Reject the response of any proposer who does not pass the evaluation to the City's satisfaction; (6) Allow for the correction of errors and/or omissions; (7) Select the proposal that will best meet the needs of the City; (8) Request clarification of any proposal; and (9) Negotiate the Contract Services Agreement terms with tentatively selected proposer(s).

Local Vendor Preference: Local Businesses shall be provided a local preference as outlined in Carson Municipal Code (CMC) 2611.1(b) Local Preference for Services, if applicable.

Proposals shall be kept confidential until the conclusion of the RFP process, including award and negotiation of the terms and any and all contracts awarded or proposed to be awarded.

Awarded proposer, or proposers if multiple contracts are awarded, will be notified by issuance of a Notice of Intent to Award via PlanetBids Vendor Portal to all bidders. Any award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing bidders except to the extent memorialized in a contract that is approved by the City or presented for approval by the City Council. If contract negotiations cannot be concluded successfully, the City reserves the right to negotiate a contract with other proposer(s) or withdraw the RFP in its entirety and re-bid.

Proposals and Costs:

- Must be completed no later than the date and time established on the cover sheet of this RFP.
- Failure to completely upload your documents and required forms by the deadline shall result in disqualification.
- May be submitted at any time prior to the deadline.
- May be withdrawn and resubmitted at any time prior to the deadline.
- Large files may take time to upload so plan the timing of your submittal accordingly.
- Cannot be viewed by City staff until the close date and time.
- Documents must be uploaded in PDF format and include the proposer's name and City's RFP No. 24-024.

**ORGANIZATION OF PROPOSAL SUBMISSION**

**If your proposal submission does not include all of the items below, it may be deemed nonresponsive.**

- Cover letters are not necessary; however, if included, it will count towards your total proposal page limit.
- Proposers must submit their proposal with one primary consultant. The City does allow the use of subconsultants, which must be identified in the proposal submission. A proposer or a proposer with subconsultants must be able to fulfill all duties of the area for which it applies, and the majority of the primary work set forth in the Project Scope of Work must be performed by the proposer.
- Proposal (except for cost bid submission discussed below), resumes, certifications and any other supporting documents, shall be limited to a maximum of 30 pages.
- Colored display, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on the conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
- If complete responses cannot be provided without referencing supporting documentation, such documentation must be provided with the bid submission and specific references made to the section, page number, and paragraph where the supplemental information can be found.

All proposal submission documents must be signed and dated by an official authorized to legally bind the entity and enter into a contract.

The proposal submission shall not exceed 30 pages and will be evaluated by the City's evaluation committee and shall include, at a minimum, the following information:

- **Qualifications and Experience of the Entity**
  Provide information concerning your entity's experience as it directly relates to the supplies/services set forth herein. Define the experience of the Project Manager, other key personnel and assigned subconsultants. Demonstrate the relevant expertise and experience of each team member. The designated Project Manager shall be the primary contact with the City during the project period and will be included in the Contract. The proposing entity (as opposed

to any subconsultants) must perform the majority of the services. Proposers shall disclose any and all proposed subconsultants, including details regarding which services they would perform and/or which supplies they will provide. Explain your entity's strengths within the specialty area(s) in which you are proposing.

- **Knowledge**
  Demonstrated knowledge of City, County, State and Federal regulations and procedures as it pertains to the required supplies/services.
- **Organization Chart**
  A chart showing the proposed project team organization, with key staff clearly identified on the organization chart. Key staff are expected to be involved for the duration of the project.
- **Project Obligation Matrix**
  A list of all other major projects with all key staff identified on the organization chart, which includes percent of time dedicated to those other major projects, and clearly documents percent availability dedicated for the proposed project in this RFP.
- **Hours by Task**
  A chart of hours by task, with key staff and other support staff by classification, and total hours by task.
- **References**
  Provide a minimum of three references for work similar to this scope of services that your firm has performed within the last three years. Include a detailed description of the supplies/services, the company names, contact names, phone numbers, email addresses and dates of supplies/services performed.

- **Cost Bid Submission**
  **Costs must be submitted as a separate PDF document**

  There is no limitation to the number of pages a firm can include in their cost submission. Page size must be 8 ½ x 11 and font size shall be no smaller than size 10.

  Cost Submission must include:
- Entity name
- All categories of staff and all key staff identified on the organization chart that may perform services as a single hourly not-to-exceed direct rate, including Project Manager, key staff, support staff and designated subconsultant staff.
- Hourly rates shall be submitted as a set direct rate, not a range.
- Overhead rates must be the most recent approved audited rate by Caltrans, or a "Safe Harbor" rate, as per Caltrans guidelines.
- Include overtime hourly rates where applicable.
- Include pricing for any additional billing requirements, if applicable.
- The City does not normally provide reimbursement for business-related expenses or travel-related expenses outside of the Los Angeles-Orange County Metro area; therefore, such costs must be absorbed into overhead costs. Any such language related to travel reimbursement shall be stricken from the document by the City and if not stricken, shall be deemed invalid. Reimbursement for travel-related expenses directly in the service of performing the scope of work for this project shall adhere to the following conditions:
  - Mileage to and from meeting site with City, stakeholders, or project site, not to exceed 50 miles each direction, using most recent IRS published reimbursement rate.
  - Reasonable and necessary travel for subject matter experts outside of the Los Angeles-Orange County Metro area for field meetings, which shall be approved in writing by the City prior to encumbrance.

  - Other examples of disallowed travel-related expenses include, but are not limited to, meals, entertainment, internal staff meetings, meetings between consultant and subconsultants, travel to and from meetings or site visit by non-local staff outside a 50-mile radius, and/or rental vehicles (except as noted above).
- Labor hourly price increases over a 2-year period may be considered in the cost proposal. Under no circumstances shall price increases exceed five percent (5%) per annum.
- The City does not allow markups for direct costs or subconsultants. All costs shall be submitted as actual costs.
- The City does not allow retainage for professional services and will not pay a retainer fee.
- Pricing shall remain firm for the entire term of the contract.
- The City reserves the right to negotiate final pricing with selected firms, to ensure a fair and reasonable price is agreed upon.

**PROJECT SCOPE OF WORK**
**RFP 24-024**
**BICYCLE MASTER PLAN**

The following Scope of Work is proposed as a guide to the successful consultant on the City's priorities. The consultant is encouraged to be creative by proposing and/or excluding services within each Task that will both satisfy the goals for the project and the commitments made in the grant application. The consultant's written proposed scope will be scored based on both factors. Unless explicitly excluded by the consultant, both the Scope of Work in this Request for Proposals and the Scope of Work agreed upon in the final Contract shall be part of the Contract Documents.

Task 1.: Project Management

Task 1.1: Project Meetings

1.1a: Kick-off
The consultant shall conduct an in-person kickoff meeting with City staff to discuss the project scope, schedule, deliverables, and other relevant project information. The meeting will focus on project goals and expectations. The consultant will prepare an agenda covering key discussion items, the work schedule, and will provide meeting minutes to City staff for review and approval.

1.1b: Project Development Team (PDT) Meetings
The consultant will schedule regular -one-hour project status meetings, approximately once per month. These meetings will address project status, upcoming milestones, and any changes to the project schedule. The consultant will prepare meeting agendas two workdays in advance and submit meeting minutes to City staff within three workdays after the meeting for review and approval.

Task 1.2: Project Management Plan
Upon execution of the Professional Services Agreement (PSA), the consultant shall develop a Project Management Plan (PMP) that includes detailed information on the expected work task milestones, team coordination, communications strategies, and quality assurance/quality control (QA/QC) procedures between the consultant and City staff. The PMP will also include a comprehensive project schedule with deadlines for deliverables, along with clearly defined responsibilities and submission procedures. Additionally, the consultant shall collaborate with City staff to establish a regular project meeting schedule to facilitate collaboration and coordination between City staff and the consultant team.

Task 1.3: Project Reporting
In compliance with the City's obligation to the granting agency, the consultant shall provide monthly project reports that are reflecting the level of effort expended on the contract, as well as anticipated activities for the upcoming period. The consultant will ensure that invoices are formatted according to the requirements and include necessary backup documentation. Any staffing changes must be approved before charges are incurred. The consultant shall maintain documentation for change management to ensure that the project remains on budget.

DELIVERABLES:
- Kick-off Meeting Agenda and Meeting Minutes;
- PDT Meeting Agendas and Meeting Minutes;
- Project Management Plan;
    - Project Schedule with Milestone Dates;
    - QA/QC Plan;
    - Staffing Plan; and

- Monthly project reports (to be included with invoices) summarizing completed and upcoming activities

Task 2.: Existing Conditions and Analysis

Task 2.1: Existing Conditions

2.1a: Data Request from City
Early in the project, the consultant shall prepare a list of all anticipated information needed from the City to be utilized for the preparation of the Bicycle Master Plan. This list will include any existing reports, studies, and data that the consultant will need for the project.

2.1b: Review Documents
The consultant shall search for and review all relevant City documents, such as the Carson General Plan, the Carson Active Transportation and Community Connectivity Plan (CATCP), the 2013 Carson Master Plan of Bikeways, and existing street infrastructure documentation such as striping, signage, and traffic signal plans. The consultant shall also review the City's zoning ordinance to investigate current requirements for local businesses regarding bike amenities.

Additionally, the consultant shall analyze various municipal, county, state, and federal documents to ensure that the proposed Bicycle Master Plan is consistent with all relevant guidance. This includes reviewing regulations, such as the California Vehicle Code, to ensure that any proposed changes comply with applicable laws and statutes.

Task 2.2: Data Collection

2.2a: Field Reviews
The consultant shall collect and analyze all relevant data, which includes field data, measurements, and observations (i.e., street cross sections and widths, geometrics, pedestrian and bicycle counts, etc.). Field reviews may be a combination of actual site visits and very recent aerial imagery. Pedestrian and bicycle counts shall be conducted in accordance with the format, quantity, and locations required by the Caltrans Active Transportation Program (ATP), ensuring counts are actual and not imputed (e.g., streetlight data).

2.2b: Bicycle Safety Audits
The consultant shall conduct walk and bicycle audits at approximately eight (8) locations, as selected by City staff.

Task 2.3: Carson Active Transportation and Community Connectivity Plan
The consultant shall validate and incorporate the Carson Active Transportation and Community Connectivity Plan (CATCP) Analysis.

The consultant shall review the analysis presented in the soon-to-be-completed CATCP, and incorporate previously obtained data. It is anticipated that minimal supplemental effort will be required to update the BMP in line with the CATCP. However, the consultant is responsible for validating the efforts to be incorporated from the CATCP and identifying additional needs to present to the City before proceeding. Examples of data and exhibits recently prepared include:

- Existing Bicycle Facilities and Inventory Map
- Origins, Destinations, and Connectivity Analysis
- Intermodal Connections Inventory
- Collision Data and Analysis

- Equity Data and Analysis
- Proposed updates to be incorporated into the BMP

Task 2.4: Opportunities, Constraints, and Gap Analysis
The consultant shall compile information and data from the tasks above and further evaluate the City's non-motorized wheeled transportation needs, identifying key infrastructure needs and facilities that will be analyzed and addressed in the BMP. This task will also involve identifying unique opportunities and constraints within the network that present significant barriers to mobility.

DELIVERABLES:

- Existing Conditions Technical Memorandum (approximately 30 pages narrative and exhibits), including, but not limited to:
    - Policy Evaluation Summary Analysis
    - Data Collection Notes and Photos
    - Validation of CATCP Efforts (supplement only where necessary)
    - Opportunities, Constraints, and Gap Analysis

Task 3.2: Social Media and Internet-based Outreach

3.2a: Website and Social Media
The consultant shall establish a website to educate the public and to solicit input. The consultant shall also prepare a launch webpage for the City Webmaster to integrate into the City website. The webpage will describe the project, list upcoming events and meetings, and provide the community with status updates regarding the project. The consultant shall coordinate with the City's webmaster to create a launch page on the City website, and to publish public meeting dates on the City website. Additionally, the consultant shall also assist the City Public Information Office (PIO) with the development of social media content to promote engagement throughout the project and encourage event participation. All content and marketing materials shall be developed based on input by City staff and stakeholders. In order to reach a broad audience, announcements, flyers, posters, and digital marketing materials will be coordinated in advance of all outreach events (whether in person or online). All artwork created will need to be approved by the City PIO Manager. The website will be bilingual, available in English, and translatable with one-click to Spanish and Tagalog.

3.2b: PIO Coordination
The consultant shall provide graphics, and social media schedule with draft messages for use on social media platforms. The consultant shall prepare up to six (6) 1-page graphics with accompanying narrative for inclusion in the City's quarterly Carson Report. Media graphics will be appropriately sized for all relevant platforms. The media distributed through PIO will not only announce public meetings but also educate the public about bike-related issues, such as bike safety, how to use a bike box, etc.

3.2c: Attendance at City Events
The consultant shall have one (1) representative attend up to five (5) City events (in coordination with the PIO) to serve as a "pop-up" booth. The purpose of these "pop-up" booths will be to inform residents about the Bicycle Master Plan, to promote the project, distribute surveys and fliers, and otherwise solicit input.

3.2d: E-mail and ActiveNet
The consultant shall prepare and maintain an e-mail distribution list, and send up to six (6) e-mail blasts (approximately quarterly) to update the public on BMP progress, upcoming events, and other relevant bike education. The consultant shall also provide the narrative and graphics for the City's ActiveNet e-mail blasts (to be coordinated with the City's Parks and Recreation staff) for the same purpose.

Task 3.3: Needs Assessment Surveys and Interactive Map
The consultant shall develop a bicycle circulation needs assessment survey, which will be distributed both online and in print. The consultant shall also review, analyze, and compile the survey results once received. Additionally, the consultant shall develop an interactive map capable of recording community comments until the final draft of the BMP is completed.

Task 3.4: In-Person Outreach
The consultant shall conduct active and in-person public outreach to explain the project, identify community opportunities and challenges, discuss preliminary analyses and findings, develop a shared vision for the project area, and discuss strategies to realize this vision as a community. Meetings and workshops will be conducted in English, with Spanish translation available, and Tagalog translation upon specific request. The consultant shall provide a contact for translation services in all outreach correspondence. Engagement methods for the workshops should be diverse, emphasizing outreach in community settings that are convenient for residents, including varied locations, times of day, and venues. This outreach aims to ensure accessibility for the most impacted and vulnerable communities. Stakeholders who participate in these outreach events will be invited to attend the future outreach discussions related to implementing Bicycle Master Plan projects.

3.4a: Community Workshops
The consultant shall conduct four (4) 1.5-hour community workshops and one (1) 1-hour online workshop to garner input and ideas from residents and to keep the public informed about the progress of the development of the Bicycle Master Plan. The consultant shall coordinate venue scheduling with appropriate City or stakeholder staff. Workshops will be neighborhood-focused and spread throughout the City to provide geographical equity. The consultant shall prepare necessary presentation slides, brochures, and any other materials for all outreach events. The consultant shall document results from the events, including a summary of topics covered, attendance, and feedback received from the public.

3.4b: Presentation Workshops
The consultant shall conduct four (4) 1.5-hour presentation workshops and one (1) 1-hour online workshop to present components of the draft Bicycle Master Plan. The consultant shall coordinate venue scheduling with appropriate City or stakeholder staff. These workshops will be neighborhood-focused and spread throughout the City to ensure geographically equitable outreach. The consultant shall prepare necessary presentation slides, brochures, and any other materials for all outreach events, and shall document the results of each event, including a summary of topics covered, attendance and feedback received from the public.

3.4c: Stakeholder Meetings
The consultant shall attend meetings with stakeholders and City staff (internal individuals outside of project team, e.g. City Manager's Office) to present the draft Bicycle Master Plan and solicit input. Input will be incorporated into the draft document. Stakeholders may include California State University Dominguez Hills (CSUDH) and Carson Bike Coalition/BikeLA. Major employers will also be targeted to distribute promotional materials and information among their employees. The consultant should assume a limited number and duration of meetings for budgetary purposes.

3.4d: Pamphlet Distribution / "Walking Man" Services
Previous City efforts have shown that actively engaging residents at their homes is an effective method for encouraging meeting attendance and gather feedback by Carson residents. Although these services may be cost-prohibitive City-wide, the consultant is encouraged to develop a plan to target, at a minimum, the most disadvantaged and least responsive neighborhoods with this service.

DELIVERABLES:

- Public Outreach Plan
- Social Media and Internet-based outreach materials
- Needs Assessment and Interactive Map Results
- In-person outreach materials
- Community Workshop presentation, brochures, other outreach materials
- Community Outreach Technical Memorandum summarizing results (approximately 10 pages narrative and photos/exhibit markups)
- Presentation Workshop presentation, brochures, other outreach materials
- Presentation Workshop Technical Memorandum summarizing results (approximately 10 pages narrative and photos/exhibit markups)

Task 4 - Prepare Draft Bicycle Master Plan (BMP)

Task 4.1: Define Goals, Objectives, and Policies
The consultant shall define the "Goals and Objectives" of the BMP by synthesizing information from community outreach efforts and the survey results, along with input from City staff. These elements will serve as guiding principles in BMP development. The consultant shall refine these into practical policies and include a comprehensive list of draft Goals, Objectives, and Policies in the draft BMP for incorporation into the General Plan. Policies will emphasize community engagement and education to enrich residents' experiences.

Task 4.2: Administrative Draft Preparation
The consultant shall prepare draft document incorporating all technical memoranda. This document shall include descriptions of various components of the plan in accordance with section 891.2 (a) through (k) of the California Streets and Highways Code, including:

a) The estimated number of existing bicycle commuters in the plan area and the projected increases in the number of bicycle commuters resulting from plan implementation;

b) A map and description of existing and proposed land use and settlement patterns, including, but not be limited to, locations of residential neighborhoods, schools, shopping centers, public buildings, and major employment centers;

c) A map and description of existing and proposed bikeways;

d) A map and description of existing and proposed end-of-trip bicycle parking facilities, including those., but not be limited to, parking at schools, shopping centers, public buildings, and major employment centers;

e) A map and description of existing and proposed bicycle transport and parking facilities including provisions for connections with and use of other transportation modes. These shall include, but not be limited to, parking facilities at transit stops, rail terminals, park and ride lots, and provisions for transporting bicyclists and bicycles on transit or rail vehicles;

f) A map and description of existing and proposed facilities for changing and storing clothes and equipment, such as, but not be limited to, lockers, restrooms, and shower facilities near bicycle parking facilities;

g) A description of the extent of citizen and community involvement in the plan's development, including law enforcement efforts (Los Angeles County Sheriff's Department) having primary

traffic law enforcement responsibility in the area to enforce provisions of the Vehicle Code pertaining to bicycle operation, and the resulting effect on cyclist safety and accidents involving bicyclists;

h) A description of the extent of the citizen and community involvement in the plan's development , Including, but not limited to, letters of support;
i) An overview of how the Bicycle Master Plan has been coordinated and is consistent with other local or regional transportation, air quality, or energy conservation plans, including, but not limited to, programs that provide incentives for bicycle commuting;
j) A description of the proposed projects in the plan and a listing of their priorities for implementation; and;
k) A summary of past expenditures for bicycle facilities and projected future financial needs for projects that improve safety and convenience for bicycle commuters in the plan area.

Additionally, the Bicycle Master Plan shall include:

a) Identification of potential class I, II, III, and IV facilities, bike boulevards, and bike boxes on the city's existing street system taking into consideration the input received from the surveys and workshops, availability of existing rights-of-way, traffic control device locations, as well as existing bike routes in neighboring jurisdictions to establish regional connectivity to the extent practical. The consultant should explore practicality of installing bike routes on Los Angeles Department of Water and Power easements throughout Carson. The consultant should identify connections to the proposed Local Travel Network for slow speed streets and existing and future public transportation options.
b) Recommended locations for bike amenities (e.g., lockers, corrals, maintenance hubs, water, shade stations).
c) Evaluate City facilities including parks, City Hall, Community Center, and locations within public right-of-way for the provision of bike racks / lockers / corrals, shade structures, water fountains, and bike and tire repair stations.
d) Explore public-private partnerships for placement of bicycle amenities (e.g., City-purchased bike racks on private property with permission of the owner).
e) Order of magnitude construction cost estimates by linear mile for recommended bike facilities, amenities and programs, suitable for potential inclusion into the City's Capital Improvement Program.
f) A system of wayfinding signage for use by bicyclists including way-finding signage types and placement (subject to City Manager approval).
g) A maintenance plan outline for proposed bike facilities and amenities, including associated annual costs.
h) An estimated number of existing bicycle commuters in plan area and projected increases in commuters due to plan implementation.
i) Incorporation of Complete Streets Policy, with a review of existing City standards and practices to ensure compliance with updated standards and practices related to roadway design for bicycle travel, including Caltrans standard plans, Highway Design Manual, National Association of City Transportation Officials (NACTO) manuals, and future Federal Manual on Uniform Traffic Control Devices (MUTCD) conformance.
j) The consultant will develop new standard plans, details, and typical sections for bike facilities including travel lane configuration. These plans may include potential changes to typical street sections, and potential changes to or new standard plans / typical applications (e.g., typical bike lane end treatments, curb standards, driveway details).
k) The consultant will incorporate the City's Green Streets elements into design standards, as appropriate to ensure consistency with the General Plan, as well as Complete Streets and Green Streets policies.

l) Evaluation of feasibility, pros, and cons of innovative solutions, including non-profit and private options (e.g., membership-based bike storage, repair stations, first-last mile e-scooters).
m) Designation of family-friendly bicycle loops.
n) Off-street, unpaved pathways that could be suitable for recreational bicycling.
o) Recommendations for developing a Safe Routes for Seniors Plan.
p) Incorporation of the City's proposed Safe Routes to School Pilot program and how it could be expanded City-wide as part of the BMP.
q) Incorporation of the City's proposed Neighborhood Traffic Calming Pilot program and how this program could be rolled out City-wide as part of the BMP.
r) Documentation of the City's proposed Reclaiming our Streets Initiative quick-build program and its potential for implementation as part of the BMP.
s) Feasibility assessment of a Citywide Bicycle Ambassador Program that could be integrated into a larger Safe Routes to School program or a potential Safe Routes for Seniors program.

Provide City staff with the administrative draft of the Bicycle Master Plan in digital native file formats only, to streamline the review and comment process.

Task 4.3: Draft Preparation
The consultant shall provide City staff with the complete draft Bicycle Master Plan in both digital and printed formats (three hard copies). Comments from the administrative draft BMP, as well as Public Works Department comments, will be incorporated into the Draft BMP.

Potential Funding
4.3a: Preparation of refined concept designs
At a minimum, the City expects a level of effort of at least 30 concept plan design sheets with two viewports each on 22" x 34" title blocks at a 40 scale (scalable to half size 11" x 17" sheets). The consultant will also develop conceptual designs for complete street layouts at up to four select street segments, each approximately one-half mile in length. Designs presented should identify each major design issue to be vetted in the next design development step. The consultant will also prepare typical cross sections of each prioritized bike facility showing the proposed location of the bike route within the right-of-way in relation to the centerline, raised or painted median, travel lane(s), curb face or edge of pavement, and parkway. The intent is to create sheets and cost estimates that will be compatible for inclusion in future grant applications, such as Active Transportation (ATP).

4.3b: Funding Strategy
The consultant shall develop concept-level programmatic cost estimates (covering environmental, design, utility relocation, temporary and permanent right of way, construction, and construction engineering) for each of the refined concept designs. Review and identify potential grant opportunities for each conceptual design.

Task 4.4: Rollout of Draft Bicycle Master Plan
4.4a: Present to City Manager's Office
The consultant shall prepare and deliver a 10-minute presentation to the City Manager's office introducing the project, goals, significant recommendations, and concept designs intended for public display.

4.4b: Present to Departments
The consultant shall prepare and deliver a 10-minute presentation to relevant internal stakeholders (e.g., Planning, Parks, Sustainability) to introduce the project, goals, its significant recommendations, and the concept designs intended for public display.

4.4c: Present to Commissions
The consultant shall prepare and deliver a 10-minute presentation to up to three commissions (e.g., Planning, Parks, Public Works) to introduce project, goals, its significant recommendations, and to encourage public attendance at upcoming public meetings to learn more.

DELIVERABLES:
- Goals and Objectives Technical Memorandum
- Administrative Draft Bicycle Master Plan (in Word format + PDFs for exhibits)
- Draft Bicycle Master Plan (for circulation, three hard copies + both Word and PDF versions)
- Draft concept designs
- Draft cost estimates and funding strategies
- Bike Master Plan Rollout presentations

Task 5 - Prepare Final Bicycle Master Plan

Task 5.1: Environmental Review, Final Municipal Code Review, and General Plan Analysis
The consultant shall prepare a final version of the proposed Goals, Objectives, and Policies for the BMP ensuring alignment with the current General Plan policies. The consultant will identify inconsistencies with the Carson Municipal Code and recommend adjustments. Additionally, the consultant shall assist the City in completing its California Environmental Quality Act (CEQA) exemption for the BMP. This includes supporting the preparation of the staff report to the City Council, as well as any additional exhibits required for CEQA purposes.

Task 5.2: Final Plan
Following the public outreach and workshop comment period, the consultant shall provide the final version of the Bicycle Master Plan report for adoption by the City Council. The final plan will be delivered in both digital and printed formats (eight hard copies).

Task 5.3: Adoption Process
The consultant shall prepare a PowerPoint presentation for a public hearing meeting with the City Council to discuss the finalized BMP. The consultant will be ready to address any questions and public comments that arise during the hearing. While substantive comments are not anticipated, the consultant will be expected to incorporate any minor changes as approved by the City Council.

Task 5.4: Public Map Preparation
After the final BMP is approved,, the consultant shall prepare a high-quality bike route map for the City of Carson. including connecting routes that extend beyond the City's jurisdiction. This map will be provided in digital format only (vector graphics or equivalent), allowing the City to print directly through its in-house printing staff. The electronic files will also be delivered to an external organization, such as the Chamber of Commerce for distribution.

DELIVERABLES:
- Final Environmental, Municipal Code, and General Plan Review
- Final Bicycle Master Plan (8 hard copies + PDF version)
- Presentation at City Council for anticipated adoption
- Public Map (digital vector file)

# Appendix “A”

# Grant Application

For training, resources, and technical assistance that can help with an ATP application, please visit the Active Transportation Resource Center (ATRC) at: http://caatpresources.org/

## ACTIVE TRANSPORTATION PROGRAM

**IMPLEMENTING AGENCY:** Carson, City of

**PROJECT TYPE:** Plan

**PROJECT APPLICATION NO.:** 7-Carson, City of-1

**PROJECT NAME:** City of Carson Master Bicycle Plan

**PROJECT DESCRIPTION:** Carson's Master Bicycle Plan will serve as an informative guide when developing a framework that improves the city's physical bicycle system and reduces transportation inequities.

**PROJECT LOCATION:** With 18.7 sq miles of grid street networks (including California State University, Dominguez Hills), connecting Carson's communities can enable widespread mode shifts to bicycling.

### ATP FUNDED COMPONENTS

| Infrastructure | | | | Non-Infrastructure | Plan |
|---|---|---|---|---|---|
| PA&ED | PS&E | R/W | CON | | |
| $ - | $ - | $ - | $ - | $ - | $ 897 |
| FY - | FY - | FY - | FY - | FY - | FY 23/24 |

### PROJECT FUNDING INFORMATION (1,000s)

| Total Project $ | Total ATP $ | Total Non-ATP $ | Past ATP $ | Leveraging $ | Non-Participating $ | Future Local $ |
|---|---|---|---|---|---|---|
| 897 | 897 | - | - | - | - | - |

For training, resources, and technical assistance that can help with an ATP application, please visit the Active Transportation Resource Center (ATRC) at: http://caatpresources.org/

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## Part A1: Applicant Information

**Implementing Agency:** This agency must enter into a Master Agreement with Caltrans and will be financially and contractually responsible for the delivery of the project within all pertinent Federal and State funding requirements, including being responsible and accountable for the use and expenditure of program funds. This agency is responsible for the accuracy of the technical information provided in the application and is required to sign the application.

| LOCODE: | IMPLEMENTING AGENCY'S NAME: | | |
|---|---|---|---|
| 5403 | Carson, City of | | |
| **IMPLEMENTING AGENCY'S ADDRESS** | **CITY** | | **ZIP CODE** |
| 701 E. Carson Street | Carson | CA | 90745 |
| **IMPLEMENTING AGENCY'S CONTACT PERSON:** | **CONTACT PERSON'S TITLE:** | | |
| Eliza Jane Whitman | Director of Public Works | | |

Applicants have the opportunity to insert a project picture, agency seal, or other image on the cover page. If you would like to do this, attach the image (*.jpg, *.bmp, *.png, etc.) by clicking in the box.

X

**MASTER AGREEMENTS (MAs):**

| | |
|---|---|
| **Does the Implementing Agency currently have a MA with Caltrans?** | ☒ Yes ☐ No |
| **Implementing Agency's Federal Caltrans MA Number** | 07-5403F15 |
| **Implementing Agency's State Caltrans MA Number** | 00562S |

* Implementing Agencies that do not currently have a MA with Caltrans, must be able to meet the requirements and enter into an MA with Caltrans prior to funds allocation. The MA approval process can take 6 to 12 months to complete and there is no guarantee the agency will meet the requirements necessary for the State to enter into a MA with the agency. Delays could also result in a failure to meeting the CTC Allocation timeline requirements and the loss of ATP funding.

## Project Partnering Agency:

The "Project Partnering Agency" is defined as an agency, other than Implementing Agency, that will assume the responsibilities for the ongoing operations and maintenance of the improved facility. The Implementing Agency must: 1) ensure the Partnering Agency agrees to assume responsibility for the ongoing operations and maintenance of the improved facility, 2) provide documentation of the agreement (e.g., letter of intent) as part of the project application, 3) ensure a copy of the Memorandum of Understanding or Interagency Agreement between the parties is submitted with the first request for allocation, and 4) if the implemening agency (delivering the project) is an agency other than the applicant or partnering agency, attach a letter of commitment to deliver specified phases of the project signed by all parties. For these projects, the Project Partnering Agency's information shall be provided below.

**Based on the definition above, does this project have a partnering agency?** ☐ Yes ☒ No

## Part A2: General Project Information

**PROJECT NAME:** (Max of 10 Words) (To be used in the CTC project list) **Words Remaining:** 4

City of Carson Master Bicycle Plan

**PROJECT / APPLICATION NUMBER:** 1

**SUMMARY OF PROJECT SCOPE:** (Max of 300 Words) **Words Remaining:** 1
(Summary of the Existing Condition, Project Scope, the Expected Benefits)

The City of Carson is creating a Master Bicycle Plan that will serve as a policy document to guide the eventual development of infrastructural improvements, maintenance of bicycle friendly routes and pathways, and support for safe facilities/education programs. These policies will address important issues related to the city's roads and bikeways, leading to significant reduction of city collisions and pedestrian fatalities, due to the planning project's: community involvement, facility design with environmental impacts in mind, multi-modal integration, and tailoring of business operations to better meet the needs of Carson's large industrial sector.

Currently, Carson lacks an organized system of bicycle travel that would allow city users to effectively travel or connect to other modes of public transit. Initial planning meetings will therefore involve project management staff, stakeholder groups (e.g., Caltrans representation), bicycle enthusiasts, and advocacy organizations willing to promote bicycle education and outreach. With extensive community-based input helping to identify strengths/weaknesses and best practices adopted from other municipalities, Carson can begin to integrate this collection of recommendations to achieve the following benefits:

-Expansion of grid and neighborhood street systems for a connected network of bicycle routes that provide major missing links to downtown Carson and neighboring cities (e.g., Compton, Long Beach, Gardena, Torrance).
-Closure of gaps in missing links to existing city bike routes to fully complete Carson's bicycle grid route system.
-Making bicycling and transit work together in a seamless manner, and designation of family bicycle loops to encourage increased ridership.
-Enhancement of off-street bicycle pathways so that Carson residents of all ages and skill levels can commute safely without the worries of riding alongside motorized vehicle traffic.

Following final approval, Carson's Master Bicycle Plan will be widely distributed in digital/print format, providing the city with a data-informed blueprint on how to efficiently implement project initiatives moving forward.

**OUTCOME/OUTPUT:** (Max of 35 Words)
This outcome/output will appear on your vote boxes when you allocate for funds with the CTC. (Example: Construct 12 curb extensions, 26 crosswalks, 33 curb ramps, 255 feet of widened sidewalk, and 2 speed humps to provide added safety for pedestrians and/or bicyclists.)
**Words Remaining:** 2

-Increased community and stakeholder engagement to identify inadequate bike facilities.
-Enhanced sight distance and visibility (e.g., removing non-working traffic control devices).
-Reduced speed and volume of motor vehicles.
-Improved compliance with traffic laws.

**FTIP PROJECT DESCRIPTION:** (Max of 180 Characters) **Characters Remaining:** 1

Carson's Master Bicycle Plan will serve as an informative guide when developing a framework that improves the city's physical bicycle system and reduces transportation inequities.

**PROJECT LOCATION:** (Max of 180 Characters) **Words Remaining:** 0

With 18.7 sq miles of grid street networks (including California State University, Dominguez Hills), connecting Carson's communities can enable widespread mode shifts to bicycling.

Is this project located within 500 feet of a freeway or roadway with a traffic volume over 125,000 annual average daily traffic (AADT)? Refer to the CA State Geoportal for traffic volumes found here. ☐ Yes ☒ No

In addition to the Location Description provided, attach a location map to the application. The location map needs to show the project boundaries in relation to the Implementing Agency's boundaries.

City of Carson_Project Location Map.pdf | Remove | Open File

**CITIES:**
List all cities that this project will affect. All cities must be located within the State of California.

City Code: CRSN City Name: Carson

| | | | |
|---|---|---|---|
| City Code: | COM | City Name: | Compton |
| City Code: | GAR | City Name: | Gardena |
| City Code: | LBCH | City Name: | Long Beach |

**PROJECT COORDINATES:**
For stand-alone Infrastructure, NI or Plan project, only add one set of coordinates for those project types in the corresponding fields.
For Infrastructure + Non-Infrastructure (NI) project types, please add coordinates for both Infrastructure and NI.

**Infrastructure Project Coordinates:** (latitude/longitude in decimal format) Lat. _____ N / long. _____ W

**NI or Plan Project Coordinates:** (latitude/longitude in decimal format) Lat. 33.83 N / long. -118.26 W

**Congressional District(s):** 44

**State Senate District(s):** 35

**State Assembly District(s):** 64

**Caltrans District:** 7

**County:** Los Angeles

**MPO:** SCAG

**RTPA:** None

**Urbanized Zone Area (UZA) Population:** Project is located within one of the ten large MPOs

**Past Projects:** Within the last 10 years, has there been any previous State or Federal ATP, SRTS, SR2S, BTA or other ped/bike funding awards for a project(s) that are adjacent to or overlap the limits of project scope of this application?

☒ Yes ☐ No If yes, how many previous awards? 1

| Project Number | Past Project Funding | Funded Amount $ | Project Type | Type of overlap/connection with past projects (select only one which matches the best) |
|---|---|---|---|---|
| ATPL-5403(027) | Active Transportation Program (ATP) | $46,000 | Combination (I/NI) | Adjacent project limits with minor overlapping scope or limits of work |

## Part A3: Project Type

**PROJECT TYPE:** (Use the drop down menu to select.) Plan

**Does your project benefit a disadvantaged community?** ☒ Yes ☐ No

**Indicate any of the following plans that your agency currently has:** (Check all that apply)

☒ Bicycle Plan ☐ Pedestrian Plan ☒ Safe Routes to School Plan ☒ Active Transportation Plan ☐ None

☒ Other plans that include Bicycle and/or Pedestrian Improvements Complete Streets and Green Streets Policy

**Is your project in a current Plan?** ☐ Yes ☒ No

**PROJECT SUB-TYPE** (check all Project Sub-Types that apply)**:**

☒ **Bicycle Transportation** % of Project 90 %

☒ **Pedestrian Transportation** % of Project 10 %

☐ **Safe Routes to School** ***(Also fill out Bicycle and Pedestrian Sub-Type information above)***

For a project to qualify for Safe Routes to School designation, the project must directly increase safety and convenience for public school students to walk and/or bike to school. Safe Routes to Schools infrastructure projects must be located within two miles of a public school or within the vicinity of a public school bus stop and the students must be the intended beneficiaries of the project. For Safe Routes to School non-infrastructure, the program must benefit school students/parents and primarily be based at the school.

☒ **Safe Routes for Seniors**

Safe Routes for Seniors projects increase walking, biking, and safety among older adults and create routes that connect to activities that improve quality of life.

☐ **Trails (Multi-use and Recreational):** *(Also fill out Bicycle and Pedestrian Sub-Type information above)*

**Fill out the school information only if you selected the Safe Routes to school project sub-type option above.**

**How many schools does the project impact/serve:** 0

For each school benefited by the project: 1) Fill in the school and student information; and 2) Include the required attachment information.

## Part A4: Project Details

Indicate the project details included in the project/program/plan.

**Note:** When quantifying the amount of Active Transportation improvements proposed by the project, **do not double-count the improvements** that benefit both Bicyclists and Pedestrians (i.e. new RRFB/Signal should only show as a Pedestrian **or** Bicycle Improvement).

- ☐ **Bicycle Improvements**
- ☐ **Pedestrian Improvements**
- ☐ **Multi-use Trail Improvements**
- ☐ **Vehicular-Roadway Traffic-Calming Improvements**
- ☐ **Non-Infrastructure Components**
- ☒ **Plan Type (only intended for Plans)**

**Plan Type:** *Check which type of Plan:*

- ☐ Pedestrian Plan
- ☒ Bicycle Plan
- ☐ Active Transportation Plan
- ☐ Safe Routes to School Plan

**Right of Way (R/W) Impacts** (Check all that apply)

- ☐ Project is 100% within the Implementing Agency's R/W and/or is within their control at the time of this application submittal. (This includes temporary construction easements)
- ☐ Project will likely require R/W in fee ownership, permanent easements and/or temporary construction easements from private owners and/or will require utility relocations from utility companies outside that implementing agency's governmental control.
- ☐ Project will likely encroach into Caltrans R/W requiring easements, encroachment permits and/or other approvals.
- ☐ Project will likely require R/W, Easements, encroachment and/or approval involving Governmental (excluding Caltrans - as Caltrans impacts are documented above), Environmental, or Railroad owner's property.
- ☒ Program/Plan will likely have an open street/demonstration on state highway.

## Part A5: Project Schedule

NOTES: 1) Per CTC Guidelines, all project applications must be submitted with the expectation of receiving federal funding and therefore the schedule below must account for the extra time needed for federal project delivery requirements and approvals, including a NEPA environmental clearance and for each CTC allocation there must also be a Notice to Proceed with Federally Reimbursable work.
2) Prior to estimating the durations of the project delivery tasks (below), applicants are highly encouraged to review the appropriate chapters of the Local Assistance Procedures Manual and work closely with District Local Assistance Staff.
3) The proposed CTC Allocation dates must be between July 1, 2023 and June 30, 2027 to be consistent with the available ATP funds for Cycle 6.

**NON-INFRASTRUCTURE (NI) AND "PLAN" PROJECTS:** *(This includes combined "I" and "NI" projects)*

Will ATP funds be used in this phase of the project? ☒ Yes ☐ No

| | |
|---|---|
| **Proposed CTC "CON Allocation" Date:** | 7/1/2023 |
| Notice to Proceed with Federally Reimbursable ATP Work: | 8/30/2023 |
| Expected Start Date for "NI" or "Plan" Construction activities: | 9/1/2023 |
| Time to complete the CON-Phase activities: | 24 months |
| **Expected Completion Date for the CON Phase:** | 8/21/2025 |

## Part A6: Project Funding

(1,000s)

| Project Phase | Total Project Costs | Total ATP Funding | *ATP Allocation Year* * | Total Non-ATP Funding ** | Non-Participating Funding | "Prior" ATP Funding | Leveraging Funding | Future Local Identified Funding |
|---|---|---|---|---|---|---|---|---|
| **PA&ED** | - | - | | - | - | - | - | - |
| **PS&E** | - | - | | - | - | - | - | - |
| **R/W** | - | - | | - | - | - | - | - |
| **CON** | - | - | | - | - | - | - | - |
| **NI-CON/ PLAN** | 897 | 897 | *23/24* | - | - | - | - | - |
| **TOTAL** | **897** | **897** | | **-** | **-** | **-** | **-** | **-** |

* *The CTC Allocation-Year is calculated based on the information entered into the "Project Schedule" section.*

** *Applicants must ensure that the "Total Non-ATP Funding" values show in this table match the overall Non-ATP Funding values they enter into Page 2 of the PPR (later in this form)*

### ATP FUNDING TYPE REQUESTED:

Per the CTC Guidelines, all ATP projects over $1M must be eligible to receive federal funding. Agencies with projects under $1M, especially ones being implemented by agencies who are not familiar with the federal funding process, are encouraged to request State funding. A request for State-Only funds does not guarantee it will be received.

**Do you believe your project warrants receiving state-only funding?** ☐ Yes ☒ No

### ATP PROJECT PROGRAMMING REQUEST (PPR):

Using the Project Schedule, Project Funding, and General Project information provided, this electronic form has automatically prepared the following PPR pages. Applicants must review the information in the PPR to confirm it matches their expectations.

| Amendment (Existing Project) Y ☐ N ☐ | | | | | | Date: 6/15/2022 |
|---|---|---|---|---|---|---|
| **District** | **EA** | **Project ID** | **PPNO** | **MPO ID** | **Alt Project. ID/prg.** | |
| 7 | | | | | | ATP |

| **County** | **Route/Corridor** | **PM Bk** | **PM Ahd** | **Project Sponsor/Lead Agency** | |
|---|---|---|---|---|---|
| LA | | | | Carson, City of | |
| | | | | **MPO** | **Element** |
| | | | | SCAG | Local Assistance |

| **Project Manager/Contact** | **Phone** | **E-mail Address** |
|---|---|---|
| Eliza Jane Whitman | (626) 689-9992 | ejwhitman@carsonca.gov |

**Project Title**

City of Carson Master Bicycle Plan

**Location (Project Limits), Description (Scope of Work)**

With 18.7 sq miles of grid street networks (including California State University, Dominguez Hills), connecting Carson's communities can enable widespread mode shifts to bicycling.

| **Component** | **Implementing Agency** |
|---|---|
| PA&ED | Carson, City of |
| PS&E | Carson, City of |
| Right of Way | Carson, City of |
| Construction | Carson, City of |

**Legislative Districts**

| **Assembly:** | 64 | **Senate:** | 35 | **Congressional:** | 44 |
|---|---|---|---|---|---|

**Project Benefits (If more space is needed, use the Additional Information field on the next page.)**

Bicycling and walking are low-cost and healthy transportation options that provide economic and livability benefits to communities. When residents and visitors bicycle or walk for a trip, it alleviates congestion, minimizes greenhouse gas emissions, and helps extend and improve the quality of people's lives. Below is a brief overview of the benefits of greater investments as the Carson Master Bicycle Plan will serve as a

**Purpose and Need**

Carson is creating a Master Bicycle Plan that will serve as a policy document to guide the eventual development of infrastructural improvements, maintenance of bicycle friendly routes and pathways, and support for safe facilities and education programs. These policies will

| **Category** | **Outputs/Outcomes** | **Unit** | **Total** |
|---|---|---|---|
| Active Transportation | Increased community/stakeholder engagement to ident | Each | 10 |
| Active Transportation | Enhanced sight distance and visibility (e.g., removing n | Feet | 200 |
| Active Transportation | Reduced speed and volume of motor vehicles | Miles | 25 |
| Active Transportation | Improved compliance with local traffic laws | Each | 1 |

| NHS Improvements: | Roadway Class: | Reversible Lane Analysis: |
|---|---|---|

Inc. Sustainable Communities Strategy Goals:Yes  Reduces Greenhouse Gas Emissions:

| **Project Milestone** | **Existing** | **Proposed** |
|---|---|---|
| Project Study Report Approved | | |
| Begin Environmental (PA&ED) Phase | | |
| Circulate Draft Environmental Document (Document Type) CE | | |
| Draft Project Report | | |
| End Environmental Phase (PA&ED Milestone) | | |
| Begin Design (PS&E) Phase | | |
| End Design Phase (Ready to List for Advertisement Milestone) | | |
| Begin Right of Way Phase | | |
| End Right of Way Phase (Right of Way Certification Milestone) | | |
| Begin Construction Phase | | 9/1/2023 |
| End Construction Phase | | 8/21/2025 |
| Begin Closeout Phase | | |
| End Closeout Phase (Closeout Report) | | |

**Additional Information** | **Date:** 6/15/2022

a catalyst for residents, students, employees, employers and bicycle enthusiasts to engage in a plan that will eventually reduce barriers to bicycling within the City of Carson and through the city limits, as well as:

1) Expansion of grid and neighborhood street systems for a connected network of bicycle routes that provide major missing links to downtown Carson and neighboring cities (e.g., Compton, Long Beach, Gardena, Torrance).

2) Closure of gaps in missing links to existing city bike routes to fully complete Carson's bicycle grid route system.

3) Making bicycling and transit work together in a seamless manner, and designation of family bicycle loops to encourage increased ridership.

4) Enhancement of off-street bicycle pathways so that Carson residents of all ages and skill levels can commute safely without the worries of riding alongside motorized vehicle traffic.

5) Stimulation in the market for micromobility devices, as the COVID-19 quarantine led to dramatic increases in micromobility device purchases. Carson intends to build on that momentum, particularly if the institutional innovations to support local or neighborhood programs for telework, e-retail, distance education and telemedicine are sustained in some form, post-pandemic.

6) Reduction of traffic congestion because the City of Carson is located in the region known as South Bay, where 22% of the streets have relatively fast speeds with 10 major arterials in each direction carrying approximately 80% of the traffic. Those routes are congested because the plannersfailed to anticipate that their design would not scale-up to handle the volume of motor vehicles in the South Bay today. (That number is 665,000 vehicles and counting!)

7) Advancement in safety measures and awareness. A 2021 analysis of South Bay collisions conducted by California's Statewide Integrated Traffic Records System found that Carson has the third highest auto collision rate, and the fourth highest total collision rate accounting for population. This data provides context as to why, from 2010 to 2021, Carson experienced a combination of 430 pedestrian/bicycle collisions. In total, there were 460 victims who were affected during this nine-year duration, with 19 deaths and 42 hospitalizations resulting from serious injuries caused by auto collisions.

8) Encouragement of transportation equity, with social and educational opportunities further realized through the provision of safe non-motorized access to schools/learning centers, and by constructing bicycle/pedestrian facilities in struggling neighborhoods with low-income populations including at-risk youth, older adults, the disability community, and vulnerable families/individuals.. As of 2022, statewide baseline estimates of the percentage of these groups who have easy access to safe and comfortable non-motorized travel opportunities do not exist.

9) Protecting the environment by advancing air quality and fossil fuel emissions, while simultaneously lowering GHG emissions to reduce economic dependence on fossil fuels. Increased provision of safe biking routes is fundamental to preserving the environment; and of Carson's environmental resources, air quality has the highest potential for improvement via the continued investment in bicycle/pedestrian infrastructure programs.

10) Increased recreational opportunities that enhance quality of life by permitting greater access to scenic public lands and offering more ways to enjoy the outdoors.

11) Maximizing transportation investments since the efficacy or bicycle/pedestrian networks are optimized by the addition of strategic local connections.

12) Improving the regional economy because bicycle/pedestrian facilities create access to jobs for much of the local region and beyond. Bike infrastructure has been shown to attract a highly educated working class, which would in turn help with building and growing new businesses within the City of Carson.

13) Leveraging community-based partnerships. Concurrent with the Carson's new Master Bicycle Plan, California State University's Dominguez Hills (CSUDH) location is considering the development of a university bicycle program offering incentives, classes, and outreach to educate its students about the importance of bike safety such as rules of the road, properly fitting and wearing a bike helmet for every ride, demo on how to lock a bike, free bicycle registration and IDs, and assistance with bicycle routes to and from campus. Anticipated and enhanced stakeholder coordination will occur as the city works in tandem with CSUDH to make biking the fastest way to get around—expanding campus capacity to park over 12,500 student bicycles and providing Bike Safety Repair stands so students have the tools for self-service minor repairs and a pump to inflate their tires.

## Project Programming Request (PPR)

Date: 6/15/2022

### Project Information:

| Project Title: | City of Carson Master Bicycle Plan | | | | |
|---|---|---|---|---|---|
| **District** | **County** | **Route** | **EA** | **Project ID** | **PPNO** |
| 7 | Los Angeles | Carson | | | |

### Funding Information:

**DO NOT FILL IN ANY SHADED AREAS**

**Proposed Total Project Cost ($1,000s)**

| Component | Prior | 22/23 | 23/24 | 24/25 | 25/26 | 26/27 | 27/28+ | Total |
|---|---|---|---|---|---|---|---|---|
| E&P (PA&ED) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** |
| PS&E | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** |
| R/W | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** |
| CON | 0 | 0 | 897 | 0 | 0 | 0 | 0 | **897** |
| **TOTAL** | **0** | **0** | **897** | **0** | **0** | **0** | **0** | **897** |

**Notes:**

| ATP Funds | Infrastructure Cycle 6 | | | | | | | | Program Code |
|---|---|---|---|---|---|---|---|---|---|
| **Proposed Funding Allocation ($1,000s)** | | | | | | | | | 20.30.720 |
| **Component** | **Prior** | **22/23** | **23/24** | **24/25** | **25/26** | **26/27** | **27/28+** | **Total** | **Funding Agency** |
| E&P (PA&ED) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** | Caltrans |
| PS&E | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** | **Notes:** |
| R/W | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** | |
| CON | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** | |
| **TOTAL** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | |

| ATP Funds | Non-Infrastructure Cycle 6 | | | | | | | | Program Code |
|---|---|---|---|---|---|---|---|---|---|
| **Proposed Funding Allocation ($1,000s)** | | | | | | | | | 20.30.720 |
| **Component** | **Prior** | **22/23** | **23/24** | **24/25** | **25/26** | **26/27** | **27/28+** | **Total** | **Funding Agency** |
| E&P (PA&ED) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** | Caltrans |
| PS&E | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** | **Notes:** |
| R/W | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** | |
| CON | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** | |
| **TOTAL** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | |

| ATP Funds | Plan Cycle 6 | | | | | | | | Program Code |
|---|---|---|---|---|---|---|---|---|---|
| **Proposed Funding Allocation ($1,000s)** | | | | | | | | | 20.30.720 |
| **Component** | **Prior** | **22/23** | **23/24** | **24/25** | **25/26** | **26/27** | **27/28+** | **Total** | **Funding Agency** |
| E&P (PA&ED) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** | Caltrans |
| PS&E | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** | **Notes:** |
| R/W | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** | |
| CON | 0 | 0 | 897 | 0 | 0 | 0 | 0 | **897** | |
| **TOTAL** | **0** | **0** | **897** | **0** | **0** | **0** | **0** | **897** | |

| ATP Funds | Previous Cycle | | | | | | | | Program Code |
|---|---|---|---|---|---|---|---|---|---|
| **Proposed Funding Allocation ($1,000s)** | | | | | | | | | |
| **Component** | **Prior** | **22/23** | **23/24** | **24/25** | **25/26** | **26/27** | **27/28+** | **Total** | **Funding Agency** |
| E&P (PA&ED) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** | Caltrans |
| PS&E | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** | **Notes:** |
| R/W | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** | |
| CON | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** | |
| **TOTAL** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | |

## Project Programming Request (PPR)

Date: 6/15/2022

| Project Information: | | | | | |
|---|---|---|---|---|---|
| **Project Title:** | City of Carson Master Bicycle Plan | | | | |
| **District** | **County** | **Route** | **EA** | **Project ID** | **PPNO** |
| 7 | Los Angeles | Carson | | | |

## Summary of Non-ATP Funding

*The Non-ATP funding shown on this page must match the values in the Project Funding table.*

| **Fund No. 2:** | | | | | | | | **Program Code** |
|---|---|---|---|---|---|---|---|---|
| **Proposed Funding Allocation ($1,000s)** | | | | | | | | |
| **Component** | **Prior** | **22/23** | **23/24** | **24/25** | **25/26** | **26/27** | **27/28+** | **Total** | **Funding Agency** |
| E&P (PA&ED) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** | Carson, City of |
| PS&E | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** | **Notes:** |
| R/W | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** | |
| CON | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** | |
| **TOTAL** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | |

| **Fund No. 3:** | | | | | | | | **Program Code** |
|---|---|---|---|---|---|---|---|---|
| **Proposed Funding Allocation ($1,000s)** | | | | | | | | |
| **Component** | **Prior** | **22/23** | **23/24** | **24/25** | **25/26** | **26/27** | **27/28+** | **Total** | **Funding Agency** |
| E&P (PA&ED) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** | |
| PS&E | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** | **Notes:** |
| R/W | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** | |
| CON | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** | |
| **TOTAL** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | |

| **Fund No. 4:** | | | | | | | | **Program Code** |
|---|---|---|---|---|---|---|---|---|
| **Proposed Funding Allocation ($1,000s)** | | | | | | | | |
| **Component** | **Prior** | **22/23** | **23/24** | **24/25** | **25/26** | **26/27** | **27/28+** | **Total** | **Funding Agency** |
| E&P (PA&ED) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** | |
| PS&E | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** | **Notes:** |
| R/W | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** | |
| CON | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** | |
| **TOTAL** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | |

| **Fund No. 5:** | | | | | | | | **Program Code** |
|---|---|---|---|---|---|---|---|---|
| **Proposed Funding Allocation ($1,000s)** | | | | | | | | |
| **Component** | **Prior** | **22/23** | **23/24** | **24/25** | **25/26** | **26/27** | **27/28+** | **Total** | **Funding Agency** |
| E&P (PA&ED) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** | |
| PS&E | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** | **Notes:** |
| R/W | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** | |
| CON | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** | |
| **TOTAL** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | |

| **Fund No. 6:** | | | | | | | | **Program Code** |
|---|---|---|---|---|---|---|---|---|
| **Proposed Funding Allocation ($1,000s)** | | | | | | | | |
| **Component** | **Prior** | **22/23** | **23/24** | **24/25** | **25/26** | **26/27** | **27/28+** | **Total** | **Funding Agency** |
| E&P (PA&ED) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** | |
| PS&E | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** | **Notes:** |
| R/W | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** | |
| CON | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** | |
| **TOTAL** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | |

| **Fund No. 7:** | | | | | | | | **Program Code** |
|---|---|---|---|---|---|---|---|---|
| **Proposed Funding Allocation ($1,000s)** | | | | | | | | |
| **Component** | **Prior** | **22/23** | **23/24** | **24/25** | **25/26** | **26/27** | **27/28+** | **Total** | **Funding Agency** |
| E&P (PA&ED) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** | |
| PS&E | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** | **Notes:** |
| R/W | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** | |
| CON | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** | |
| **TOTAL** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | |

## Part A7: Screening Criteria

**The following Screening Criteria are requirements for applications to be considered for ATP funding. Failure to demonstrate a project meets these criteria will result in the disqualification of the application.**

1. **Demonstrated fiscal needs of the applicant:**

- **Is all or part of the project currently (or has it ever been) formally programmed in an RTPA, MPO and/or Caltrans funding program?** ☐ Yes ☒ No
- **Are any elements of the proposed project directly or indirectly related to the intended improvements of a past or future development or capital improvement project?** ☒ Yes ☐ No

If "Yes", explain why the other project cannot fund the proposed project. (Max of 200 Words)

Words Remaining: 3

During fiscal year 2021/2022, Carson's City Council approved $67.5M for approximately 117 Capital Improvement Projects with $23,834,088 dedicated to funding new projects focused on streets, traffic signals, sidewalks, and other related city facilities that both create solutions and strengthen Carson's existing infrastructure. This is because typically, any project related to new construction and design requires follow-up reports informed by city engineers who regularly bring shared work processes, cost-effectiveness, collective regulatory knowledge, and risk mitigation to the table. These activities thus inform executive management and the City Council when quantifying project priorities.

Additionally, back in 2015, Caltrans awarded the city $17,000,000 for the implementation of Carson's original Street Master Plan. Proposed streetscape improvements included ADA compliance, crosswalk modifications, bicycle enhancements, and installation of bike lane "sharrows." By 2017, a Certification of Substantial Completion was issued, extending the affected project area from Figueroa Street to Avalon Blvd. The goals developed for this plan began with increasing bicycling/walking before subsequently involving elements directly related to the benefits of such activities. California's two types of regional transportation planning agencies—MPOs and RTPAs—have also adopted several of the Street Master Plan's revised goals, particularly those related to infrastructure improvements and bike facility upgrades.

- **Are adjacent properties undeveloped or under-developed where standard "conditions of development" could be placed on future adjacent redevelopment to construct the proposed project improvements?** ☒ Yes ☐ No

If "Yes", explain why the development cannot fund the proposed project. (Max of 200 Words)

Words Remaining: 0

While bicycling/walking are a hobby for some Carson residents, for many others (e.g., office commuters) they represent the only opportunity for mobility. Active transportation models serve a key function in broadening social and educational opportunities for various segments of Carson's population including at-risk youth, older adults, the disability community, as well as vulnerable families and individuals. Currently taking precedence over developing adjacent properties is the acquirement of amenities conducive to enhancing, encouraging, and supporting regular bike use throughout the city. These amenities include way-finding signs, intermodal transit maps, adequate bike stands, and route signage to expand on awareness and safety. Bicyclists—like motorists—need a place to store their vehicle, whether quickly grabbing coffee or securing bicycle lockers for all-day parking near transit. This pronounced absence of amenities has been identified as a major deterrent to widespread bicycle use within the city, with riders of all ages unable to store their bikes securely or travel safely alongside vehicular traffic. As previously mentioned, from 2010 to 2021, Carson experienced a combined 442 pedestrian and bicycle collisions. In total, there were 460 victims who were affected during this 11-year duration, with 18 deaths and 47 hospitalizations resulting from severe injuries caused by auto collisions.

Document why the project should still be considered as being "consistent with the Regional Plan".
(Max of 200 Words)

Words Remaining: 0

Government code section 65080 encourages transportation planning agencies to—at least every four years—adopt and submit an updated regional transportation plan to the California Transportation Commission and the Department of transportation. In May 2021, Carson City Council created a new vision and mission, shifting its main objective to being proactive when evaluating the value (not simply costs) of both pilot projects and continued programs. Carson will carefully consider financial incentives for the city, as defined in Section 65080, for the purposes of increasing transportation investments to:
1) Permit the preservation and safety of city streets; and
2) Better meet the community's interconnectivity and/or basic human needs

It is worth noting that the local impediments residents believe have contributed most to Carson's rising poverty rates include:
-High levels of segregation, which is why this planning initiative seeks to expand accessibility by connecting residents to jobs, retail

**2. Consistency with an adopted regional transportation plan:**

- **Is the project consistent with the relevant adopted regional transportation plan that has been developed and updated pursuant to Government Code Section 65080?** ☐ Yes ☒ No

centers and other activity centers, thereby producing much-needed upgrades to bicycle, pedestrian, and other transportation connectivity.
-Lack of knowledge re: physical activity and nutrition, with a 29% of Carson's residents currently meeting the recommended guidelines for physical activity. Approximately 41% of Carson's residents are considered obese, which is nearly double the state's obesity rate of 24%.

*Note: Projects not providing proof will be disqualified and not be evaluated.*

**3. Is the Implementing Agency Caltrans?** ☐ Yes ☒ No

# Part B: Narrative Questions

## Question #1

**QUESTION #1**
**DISADVANTAGED COMMUNITIES (0-30 POINTS)**

**A. Map of Plan Area Boundaries: (0 points): Required**

Provide a scaled map showing the boundaries of the proposed project, the geographic boundaries of the disadvantaged community, and disadvantaged community access point(s) and destinations that the project is benefiting.

Maps of Plan Area Boundaries.pdf | Remove | Open File

**B. Identification of Disadvantaged Community: (0 points)**

Select one of the following 5 options. Must provide information for all Census Tract/Block Group/Place Number that the project affects.

- **Median Household Income**
- **CalEnviroScreen**
- **Free or Reduced Priced School Meals** - Applications using this measure must demonstrate how the project benefits the school students in the project area.
- **Healthy Places Index**
- **Other**

**Select Option:** CalEnviroScreen

An area identified as among the most disadvantaged 25% in the state according to the CalEPA and based on the California Communities Environmental Health Screening Tool 4.0 (CalEnviroScreen 4.0) scores (score must be greater than 40.05). This list can be found at the following link under SB 535 List of Disadvantaged Communities:
https://oehha.ca.gov/media/downloads/calenviroscreen/document/calenviroscreen40resultsdatadictionaryf2021.zip
**NOTE:** Use the CES 4.0 Score value from Column H only! The Census Tract number is in Column A, the Population is in Column B.

| Census Tract/Block Group/Place # | Population | CalEnviroScreen Score |
|---|---|---|
| 6037543100 | 7,254 | 62.43 |
| 6037543801 | 5,159 | 57.14 |
| 6037544001 | 4,574 | 56.55 |
| 6037543905 | 4,636 | 56.25 |
| 6037543400 | 3,731 | 55.98 |
| 6037541002 | 3,318 | 54.69 |
| 6037543903 | 3,740 | 54.34 |
| 6037543501 | 7,457 | 53.67 |
| 6037543802 | 6,478 | 48.21 |
| 6037544002 | 3,187 | 45.50 |
| 6037543306 | 7,863 | 42.90 |
| 6037543702 | 6,637 | 42.56 |

Highest California Communities Environmental Health Screening Tool (CalEnviroScreen) score from above (autofill):

**62.43** (to be used for qualifying as benefiting a DAC only)

California Communities Environmental Health Screening Tool (CalEnviroScreen) score for the community benefited by the project:

**52.13** (to be used for severity calculation only)

Must attach a copy of CalEnviroScreen page for each census tract listed above. Attach all pages as one pdf.

CalEnvironScreen Census Tracts for City of Carson.pdf | Remove | Open File

**C. Plan Area: (0 - 15 points)**

Percentage of census tracts within the plan area that qualify as a disadvantaged community: 50-74%

**D. Severity: (0 - 15 points)**

Auto calculated

# Part B: Narrative Questions

## Question #2

**QUESTION #2**
**PRIORITY TO FUND THE DEVELOPMENT OF COMMUNITY-WIDE ACTIVE TRANSPORTATION PLANS WITHIN OR, FOR AREA-WIDE PLANS, ENCOMPASSING DISADVANTAGED COMMUNITIES, INCLUDING PEDESTRIAN, BICYCLE, SAFE ROUTES TO SCHOOLS, OR COMPREHENSIVE ACTIVE TRANSPORTATION PLANS. (0-20 POINTS)**

**A. Priority. Select one: (0-10 points)**

- ☐ Applicant has neither a pedestrian plan, a bicycle plan, a safe routes to schools plan, nor a comprehensive active transportation plan.
- ☒ Applicant has a bicycle, pedestrian, or safe route to schools plan but not all.
- ☐ Applicant is seeking to update a pedestrian, bicycle, safe routes to school, or comprehensive active transportation plan that is older than 5 years.
- ☐ Applicant is seeking to update a pedestrian, bicycle, safe routes to school, or comprehensive active transportation plan that is less than 5 years old.

**For existing plan(s), list the plan title, web link, and date it was published.**

| | | | | | |
|---|---|---|---|---|---|
| Title: | Carson's Safe Routes to School Master Plan | Web: | file:///C:/Users/miche/Downloads/6DRTC8JUIY20_Exhibit1_D | Date: | 07/08/20 |
| Title: | Carson Master Plan of Bikeways | Web: | https://ci.carson.ca.us/content/files/pdfs/planning/BikeMaster | Date: | 09/01/13 |
| Title: | Carson Street Master Plan | Web: | https://ci.carson.ca.us/content/files/pdfs/planning/Carson_Str | Date: | 08/27/15 |
| Title: | | Web: | | Date: | |

**B. Statement of Need (0-10 points)**
Describe the active transportation problems or deficiencies within the plan area. Include the community's active transportation needs and why this plan is necessary to meet those needs.

**Discuss:**

- Lack of insufficient non-motorized infrastructure for users
- Number of collisions resulting in injuries or fatalities to non-motorized users
- Lack of connectivity and mobility by active transportation to community identified destinations (such as schools, transit facilities, community centers, employment centers, and other destinations.)
- The **local** health concern responses should focus on:
  - Specific local public health concerns, health disparity, and/or conditions in the built and social environment that affect the project community and can be addressed through the proposed program. Please provide detailed and locally relevant answers instead of general descriptions on the health benefits of walking and biking (i.e. "walking and biking increase physical activity").
  - Local public health data demonstrating the above public health concern or health disparity. Data should be at the smallest geography available (state or national data is not sufficient). One potential source is the Healthy Places Index (HPI) (http://healthyplacesindex.org)
- Other

(Max of 750 Words) **Words Remaining:** 0

The City of Carson's total area of 19 square miles is in Southern California, about 16 miles south of downtown Los Angeles in the region known as South Bay. Carson is bordered by the city of Long Beach on the east, and the city of Torrance on the west, and is home to California State University's Dominguez Hills location. The Los Angeles harbor is a few miles to the south of Carson, which is served by three different freeways that pass through the city: the Harbor (110) Freeway; the San Diego (405) Freeway; and the Artesia (91) Freeway. Carson is characterized as a working-class city with a mix of long-time public/private employers providing economic stability for its families. Although the population, according to the statistics from the U.S. Census Bureau 2010-2020, decreased slightly from 91,714 to 91,046, the ethnic representation has shifted with an increase in the Hispanic population from 18% to 27%, and a 27%, and a decrease in the Anglo population from 24% to 21%. Black and Asian populations remained steady at 25% and 23% respectively, but with family poverty levels rising from 9% to 13% within the same decade. Another change was reflected in Carson's rising unemployment rate (5% to 11%) from 2020-2021, as this was during the height of the pandemic, and of which the city hopes to fully recover from. COVID-19 also caused a massive drop in student enrollment, with only 23% graduating from high school this past year. And, as reported by the L.A. County Department of Public Health's 2021 Community Health Profile on Carson, approximately 24% of residents live below 200% of the Federal Poverty Level, with 22% demonstrating limited English proficiency.

The Environmental Health Index measures exposure based on EPA's air quality carcinogenic, respiratory, and neurological toxins by neighborhood. The Environmental Health Index varied widely in the City of Carson, with the areas in southern Carson seeing the lowest ratings. According to U.S. Census Data (2016-21 ACS), the number of employees walking/bicycling to work is decreasing along with use of public transportation and carpooling. HPI further confirms that 65% of Carson's residents are active commuters, with only half (50%) reporting having automobile access. These results clearly demonstrate an unmet community need, with the city's alternative transportation modes long overdue for updates. The following factors both support and drive this need:
-Over the past three decades, the city has experienced substantial economic growth due to an influx of businesses drawn to Carson for a variety of reason (e.g., low property taxes, competitive lease rates for commercial/industrial/office spaces).
-The U.S. Department of Transportation's National Bicycling and Walking Study has outlined goals for local governments:
1) Double the current percentage of trips made by bicycling/walking;
2) Completion of Master Bicycle Plan update and implementation of its major recommendations; and
3) Reduce by 10% the number of bicyclists and pedestrians killed or injured in traffic crashes.
Detailed demographic/economic analyses have helped the city with garnering community feedback and input, such as when pinpointing which local impediments residents believe have contributed most to Carson's rising poverty rates:
-High levels of segregation, which is why this planning initiative seeks to expand accessibility by connecting residents to jobs, retail centers and other activity centers, thereby producing much-needed upgrades to bicycle, pedestrian, and other transportation connectivity.
-Over 10% of Carson's working population report having one-way commutes 60 minutes or longer. People with long commute times have less free time to exercise and experience considerable stress associated with traffic. Research studies have shown that individuals spending extended periods of time commuting to and from work are at increased risk of obesity. As such, 41% of Carson's residents are currently considered obese (nearly double the state obesity rate of 24%).

The City of Carson is home to approximately 50,567 skilled workers that mostly live and reside in neighboring cities. Carson has demonstrated a need to create and encourage safe bikeability for its workforce traveling to our city on a daily basis. Therefore, it is essential for Carson to develop a Master Bicycle Plan to serve as guidance for the development of bike facilities throughout the city. The primary purpose of this project is to develop a comprehensive Master Bicycle Plan that identifies optimal biking routes and preferred treatments, while functioning as an important reference document that ensures bicycle facilities are considered during road maintenance and reconstruction, as well as when important land use decisions are made. The plan should also identify potential bike routes that will connect to other regional transportation networks.

# Part B: Narrative Questions

## Question #3

**QUESTION #3**
**PUBLIC PARTICIPATION (0-25 POINTS)**

**Describe the community based public participation process that will be utilized as part of the development of a plan.**

**A.** Describe who will be engaged in the creation of the plan. Identify key community stakeholders, and any other stakeholders. (5 points max)
(Max of 250 words)

**Words Remaining:** 1

A hired consultant is tasked with coordinating a contact list of advocacy-based organizations and local public and private schools interested in community engagement. The consultant then books and schedules outreach events at community locations deemed appropriate for engagement activities (e.g., when applying evaluative methodologies or accumulating quantitative/qualitative data through a mix of multiple choice/free-form surveys). Secured project partners for the Master Bicycle Plan are the Carson Chamber of Commerce, the Carson Bicycle Coalition, and California State University, Dominguez Hills (CSUDH)—all of whom agreed to serve as key community stakeholders, helping to significantly expand outreach while simultaneously gathering relevant data or information.

Other potential stakeholders may involve business owners and employment centers, the City of Carson's Environmental Commission, nonprofits, faith-based groups, transit agencies, and law enforcement officers. The city will attempt to reach a variation of bicycle users living in Carson, including:
1) Families and recreational bikers;
2) Commuters relying on bicycling as their primary mode of transportation; and even
3) Bike novices who don't currently ride, but are open to the possibility if it was easier/safer to use.

When planning this proposal, the City of Carson's Office of the City Manager, Planning Department, and Department of Public Works presented the concept of developing an entirely new Master Bicycle Plan to the Public Works Committee, Carson's Bicycle Coalition, and CSUDH. This effort spurred enthusiasm for a Master Bicycle Plan specially tailored for the benefit of Carson—broadening lines of communication for ideas and feedback shared prior to the project's implementation phase.

**B.** Describe how stakeholders will be engaged in the development of the plan. Describe your intended outreach methods during the plan's development (e.g., charrettes; community workshops; pop-up events; social media, etc.), including the number of outreach activities and estimated number of people reached. How will you maximize the accessibility of the community engagement process? (e.g., providing translation, interpretation, and child care services; selecting times/locations convenient to the general public; ensuring culturally/linguistically appropriate materials). Describe the strategies that you will use to address any engagement challenges that you expect to arise due to the ongoing COVID-19 pandemic and any unique challenges you expect to face.(15 points max)
(Max of 700 words)

**Words Remaining:** 32

In response to the changing demographics, the City of Carson will conduct outreach in English, Spanish, and Tagalog (Limited English Proficiency: 12% Spanish; 8% Tagalog) to residents of all ages. Major local employers will also be targeted to distribute promotional materials and information among their employees. Pioneer, Volvo, Nissan, United Airlines, Honeywell, Canon, Sony, Hewlett-Packard, Goodyear, ARCO, Yoplait, Kenwood, Shell Oil, Hyundai, IKEA, Cafe Au Lait, Mikasa, K-Mart, and Pitney Bowes are just several of the 3,000 businesses who value their Carson locations. Additionally, the city will use its sponsored social media sites to collect relevant feedback, all the while working to promote a series of Master Bicycle Plan-related forums. The Carson Bicycle Coalition, the Carson Chamber of Commerce, environmentally oriented youth clubs, grassroots organizations, and other interested volunteers are expected to play a substantial part assisting with the gathering/dissemination of information. The city can further encourage engagement through its local newspaper, Daily Breeze. Although Carson is slated to have a variety of departments involved with developing the Master Bicycle Plan, the Office of the City Manager will oversee scheduled outreach activities to better ensure community stakeholder events are held on time, and that data is accurately gathered before being presented to the community.

Project processes are intended to involve collaborative engagement centered on deriving input from the general public, community stakeholders, the City Board and Commissions, and City Council. Therefore, this new Master Bicycle Plan must implement the following community engagement strategies:
-Consistent electronic communication, with project updates made available through the City of Carson website and social media sites that have been set up for the project. Email updates are to be routinely shared with project partners (e.g., CSUDH, Chamber of Commerce, Carson Bicycle Coalition).

-Online survey and interactive map—The City of Carson will conduct an online survey in late 2023 with over 1,000 respondents to be launched through Wikimapia in early 2024. Both will give the public an opportunity to have their say on existing bicycling habits, barriers to bicycling, locations where bike parking is needed, and possible bike-share locations.

-Community Workshops—Several community-based workshops will be advertised and held in all areas throughout the city, with the goal of soliciting as much feedback as possible from Carson residents or those who commute to Carson regularly for work. This is a necessary

component when developing a Master Bicycle Plan to meet unmet needs. Visual presentations will come with conceptual options detailing what anticipated bike paths/routes may look like accompanied by regional maps, renderings, potential amenities (e.g. water fountains, bike lockers) and new signs to help guide bicyclists who may not be familiar with the city's grid network.

-Presentation Workshops—Following the Community Workshops, the city will take the opportunity to present its findings through a draft design concept. Once again, these workshops are held for the purpose of collecting a second round of community feedback, as this rough conceptual design must be approved before using it to continue developing Carson's Master Bicycle Plan.

-Formal participation in key citywide events. The City of Carson takes advantage of these regularly attended events to present information while soliciting input at multiple events/public meetings such as: Summer Bike to Work Day, Open Streets, Community Issues/Air Quality Forums, and the Citywide Planning Projects Open House.

-Leveraging community-based partnerships—Concurrent with the Carson's new Master Bicycle Plan, CSUDH is considering the development of a university bicycle program offering incentives, classes, and outreach to educate its students about the importance of bike safety such as rules of the road, properly fitting and wearing a bike helmet for every ride, demo on how to lock a bike, free bicycle registration and IDs, and assistance with bicycle routes to and from campus. Anticipated and enhanced stakeholder coordination will occur as the city works in tandem with CSUDH to make biking the fastest way to get around, expanding campus capacity to park over 12,500 student bicycles and providing Bike Safety Repair stands so students have the tools for self-service minor repairs and a pump to inflate their tires.

**C.** Describe how you intend to maintain ongoing outreach with stakeholders to communicate changes to the draft plan and how the stakeholders' input was addressed. In addition, how do you intend to keep the community and stakeholders updated following plan adoption? (5 points max) (Max of 500 words)

**Words Remaining:** 3

For the duration of the planning project, outreach with stakeholders will be maintained through updates that are routinely posted on the City of Carson website's as well as social media sites created specifically for the project to help boost views and generate buzz around Carson's new Master Bicycle Plan. In addition, email communications will be sent to project stakeholders to announce key milestones and provide updates with regard to the project's scheduled outreach events, draft plan/final plan release, and final plan adoption by City Council. Directly following plan adoption, stakeholders will be invited to give another round of feedback before moving forward with implementation.

The city also has existing programs which may be able to assist with project outreach or engagement—as we ideally work together to coordinate a community-based communication network that those experiencing bicycle or transit-related issues can contact or refer to:
1. Bicycle Ambassador Program – This program has over 38 volunteer ambassadors who help with the facilitation of bicycle education/ outreach across the city.
2. High School and Middle School Bicycle Ambassadors – By joining this program, middle and high school students can help with various Safe Routes to School activities, with participants able to earn a community service credit toward their graduation requirements.
3. Safe Routes to School – This program's goal is to get at least 50% of K–12 school children safely biking/walking to school on a regular basis. Along with Bike to School Day, the City of Carson's Bike Month activities include educational classes and light-up-the-night initiatives.

It's recommended that long-term partnerships are formed with these stakeholder organizations when implementing bicycle projects. Support for the continuation and expansion for these programs was widely demonstrated during initial planning processes, as they too are in strong alignment with the Master Bicycle Plan's goals of:
-Enhancing safety in Carson's transportation corridors, with many innovative engineering approaches now available to improve non-motorized safety.
-Increase bicycling/walking activity, as it serves as a springboard that enables widespread benefits (e.g., roadway markings, wayfinding).
-Advance the environment, air quality and fossil fuel emissions, while lowering GHG emissions and reducing economic dependence on fossil fuels.
-Expand recreational opportunities and enhance quality of life by permitting greater access to scenic public lands and offering more ways to enjoy the outdoors.
-Advance public health initiatives as these activities are requisite to reversing the obesity trend among Carson's residents as well as growing chronic disease rates.
-Provide transportation equity, with social and educational opportunities further realized through the provision of safe non-motorized access to schools/learning centers, and by constructing bicycle/pedestrian facilities in struggling neighborhoods with low-income populations.
-Maximize transportation investments since the efficacy or bicycle/pedestrian networks are optimized by the addition of strategic local connections.
-Improve the regional economy because bicycle and pedestrian facilities create access to jobs for much of the local region and beyond. Bike infrastructure has been shown to attract a highly educated working class, which would in turn help with building and growing new businesses within the City of Carson.

# Part B: Narrative Questions

## Question #4

**QUESTION #4**
**IMPLEMENTATION**

**A.** Describe how the plan will lead to implementation of the identified projects. (10 points max)

Discuss:

- How the final plan will result in specific projects that can lead to future ATP applications.
- How you will prepare to implement projects identified in the plan. (e.g. adopting supportive policies, programming projects into the Regional Transportation Plan, etc.)
- How you will quickly translate the projects and programs identified in the plan into tangible programs and infrastructure.
- Identify any specific funding sources (aside from the ATP) that would be available to fund the implementation of infrastructure projects and non-infrastructure programs identified in the plan.

(Max of 500 words) **Words Remaining:** 3

The city will initiate and complete a comprehensive process to customize an appropriate Bicycle Master Plan connecting Carson to its surrounding communities. This plan will be actively used and referred to when seeking guidance and with analyzing/amending Carson's General Plan and Municipal Code, thereby permitting for the implementation of bicycle improvements. The plan will evaluate the City of Carson's ability to conform with the National Association of City Transportation (NACTO) guidance. To accomplish this, the city must meet specific objectives to produce final deliverables occurring in a manner that is able to produce beneficial outcomes for the planning project. Included are initial planning events between the project's management staff and stakeholders who are in the project's area of influence. During these meetings, field surveys are completed, with subsequent findings documented on engineering surveys demonstrating which streets exhibit the best bike route potential. These suggested routes will be publicly advertised through e-communications and social media/ websites to obtain community input on the selections. Once confirmed, supplementary research is completed to substantiate this potential as well as maximize the safety and effectiveness of highlighted routes.

The Master Bicycle Plan is intended to be pragmatic and implementable as a result of robust public education and outreach efforts, provided to Carson residents of all ages. This helps with clarifying whether the plan's goals and objectives are reasonably attainable, and when attempting to address the issues Carson continues to struggle with, such as:
-Identification of bicycle route maps and way-finding signs
-Determining bike locker location
-Providing links for the bicycle routes to join existing pathways and/or connect to other transportation options
-Indicating with digital maps where the building and construction of new routes will take place

This effort involves a public outreach component, bolstered by education centered on the importance of bicycle safety and how to bike anywhere in Carson. A maintenance plan follows-up to disseminate information so that maintenance programs for future bike facilities are established as sustainable. Estimated costs will be administered for every phase of the Master Bicycle Plan, with possible funding sources closely examined and researched. Once concluded, the Bicycle Master Plan will be available in print/digital formats for widespread distribution, catapulting the project into its implementation phase. There is an analysis of Carson's existing General Plan and Municipal Code that's required before moving onto project implementation, allowing for any final recommendations or changes to be prepared for incorporation (per policy and practice into the city's General Plan and Municipal Code).

In addition to these final analyses, the Final Environmental Impact Report for the city's General Plan must be reviewed, ensuring an initial study of the Master Bicycle Plan's environmental impact report is available in a timely fashion (e.g., all requirements and recommendations from the California Environmental Quality Act). Related printed and digital documentation can then be mass-produced and forwarded on for adoption. Finally, this documentation is distributed to Carson's City Council for adoption of the Master Bicycle Plan as an amendment to the General Plan and Municipal Code.

# Part B: Narrative Questions

## Question #5

**QUESTION #5**
**PLAN DEVELOPMENT**

**A. Complete the 25-PLAN (15 points)**

ATP applications must develop and document the proposed plans scope, cost, and schedule in the 25-PLAN. (Attachment H)

The 25-PLAN will be evaluated for:

- How well it reflects the applicant's responses throughout this application
- How well the overall scope meets the Purpose and Goals for the ATP, as defined CTC Guidelines

## Part B: Narrative Questions

### Question #6

**APPLICANT'S PERFORMANCE ON PAST ATP FUNDED PROJECTS (0 to -10 points)**

For CTC use only.

## Part C: Application Attachments

***Applicants must ensure all data in this part of the application is fully consistent with the other parts of the application. See the Application Instructions and Guidance document for more information and requirements related to Part C.***

## List of Application Attachments

**The following attachment names and order must be maintained for all applications. Depending on the Project Type (I, NI or Plans) some attachments will be intentionally left blank. All non-blank attachments must be identified in hard-copy applications using "tabs" with appropriate letter designations.**

**Application Signature Page** (Required for all applications) — **Attachment A**

ATTACHMENT A- Signature Page.pdf [Remove] [Open File]

**Engineer's Checklist** (Required for Infrastructure & Combo Projects) — **Attachment B**

[Attach]

**Project Location Map** (Required for all applications) — **Attachment C**

City of Carson_Project Location Map.pdf [Remove] [Open File]

**Project Layout/Plans showing existing and proposed conditions** — **Attachment D**
(Required for all Infrastructure Projects)

[Attach]

**Photos of Existing Conditions** (Required for all applications) — **Attachment E**

ATTACHMENT E - Photos of Existing Conditions.pdf [Remove] [Open File]

**Project Estimate** (Required for all Infrastructure Projects) — **Attachment F**

[Attach]

**Non-Infrastructure Work Plan (Exhibit 25-R)** — **Attachment G**
(Required for all projects with Non-Infrastructure Elements)

[Attach]

**Plan Scope of Work (Exhibit 25-Plan)** — **Attachment H**
(Required for all Plan Projects)

Attachment H - City of Carson SOW.pdf [Remove] [Open File]

**Letters of Support (10 maximum) and Support Documentation** — **Attachment I**
(Required or recommended for all projects as designated in the instructions) (All letters must be scanned into one document.)

Letters of Support.pdf [Remove] [Open File]

**Exhibit 25-F State Funding** — **Attachment J**

[Attach]

**Additional Attachments** — **Attachment K**
(Additional attachments may be included. They should be organized in a way that allows application reviewers easy identification and review of the information.) (All additional attachments must be scanned into one document.)

Cover Letter - Signed EJW.pdf [Remove] [Open File]

OFFICE OF THE MAYOR
LULA DAVIS-HOLMES

CITY OF CARSON

June 15, 2022

Trina Luo
District 7 Active Transportation (ATP) Coordinator
100 South Main St. 12th Floor
Los Angeles, CA 90012

**RE: Letter of Support – CA Department of Transportation Active Transportation Grant Program for Completion of Bicycle Master Plan**

Dear Ms. Luo

As Mayor of the City of Carson, I am pleased to express my full support for the City of Carson's grant application for completing a new Bicycle Master Plan. It is our intent as a City to promote the development and implementation of this important Plan that will benefit our entire community of residents, businesses, and partners including California State University, Dominguez Hills.

The Bicycle Master Plan envisioned in this grant application will provide a path forward to make improvements to the bicycle infrastructure in the City. We will have a project list for specific infrastructure that will make the City of Carson a safer place for bicyclists and motorists. Making the City of Carson better for bicyclists will help reduce vehicle traffic by decreasing the number of vehicle miles traveled, reduce greenhouse emissions by reducing the number of vehicles on the road, and enhance the local economy by improving access to businesses while allowing for safe mobility for local workers and students. This new plan is imperative as it integrates important missed connections to schools, parks, transit and active transportation facilities, and employment centers from previous planning efforts.

The project will help overall air quality through mode-shift, and allow for the City to implement complete streets, first-last mile connections to housing projects, transit, employment centers, schools, parks, and more. Additionally, residents and community members will benefit from the new Plan because better bicycle infrastructure is a public benefit that contributes directly to improved personal health, better environment, and quality of life outcomes for the public. Our entire Carson community deserves a safe and

healthy environment where anyone including our college students, seniors, workers, and children can use bicycles or any method of transportation they prefer. Completion of the new Bicycle Master Plan in Carson will turn that vision into a reality while also supporting our neighboring communities who will benefit from the safer and healthier streets envisioned in this grant proposal.

For these reasons, I strongly support the City's efforts to be proactive in developing this new Bicycle Master Plan and setting the stage for more active transportation in Carson and our broader community through this proposed project.

Sincerely,

Lula Davis-Holmes

Lula Davis-Holmes
Mayor

June 1, 2022

Trina Luo
District 7 Active Transportation Program (ATP) Coordinator
100 S. Main Street, 12th Floor • Los Angeles, CA 90012

Dear Ms. Luo,

We are a local chapter of the Los Angeles County Bicycle Coalition (LACBC), first created in 2013 in pursuant to Section 5.17 of the LACBC's bylaws. Since then, the mission of the Carson Bicycle Coalition has remained fairly straightforward and simple—To assist with building a better, more bike-friendly Carson. Our community-based collaborative brings together Carson's most diverse and under-resourced populations to help with improving:

1. Bicycling environments located within city limits for bike novices/enthusiasts.
2. Traffic congestion and/or release of greenhouse gas emissions.
3. Quality of life for all involved, particularly those most reliant on the city's multi-modal transportation systems.

Throughout the years, a larger number of residents who are living in the City of Carson have begun to cycle and walk recreationally (as well as more frequently) as this expands pathways to work, shopping and transit. Therefore, this 2023 City of Carson Master Bicycle Plan is broader in scope, including coverage of:

- Pedestrian issues and family priorities for enhanced safety measures.
- Guidelines or standards that have proven more bike-friendly in practice.
- Proposed revision of bikeways to ensure scalability and sustainability.

From aiding Carson with its implementation of citywide networks to collectively reviewing stakeholder feedback, we—as an experienced Bicycle Coalition—believe that the proposed Master Plan possesses the policy vision, design guidance, and specific recommendations conducive to growing biking rates to ambitious (yet realistic) levels. Our local access goals are also very much in alignment, which involves the tracking and reporting of outcomes necessary to achieving regional targets and accommodating new growth.

Ms. Luo, I thoroughly appreciate your time and consideration. Should you have any questions or would like to discuss this matter in further detail, please do not hesitate to reach me by phone or text at (310) 617-7927 or via email at Ray@etw2000.com.

With gratitude,

Ray Aldridge Jr., President
Carson Bicycle Coalition

Carson Chamber of Commerce

June 9, 2022

Trina Luo
District 7 Active Transportation (ATP) Coordinator
100 South Main St. 12th Floor
Los Angeles, CA 90012

RE: Letter of Support – CA Department of Transportation Active Transportation Grant Program for Completion of Bicycle Master Plan

Dear Ms. Luo

I am pleased to express our full support and partnership for the City of Carson's grant application for completing a new Bicycle Master Plan. It is our intent to be active participants in the development and implementation of this planning process.

The Bicycle Master Plan will provide the city with recommended improvements to our bicycle infrastructure and a project list that will make the City of Carson a safer place for bicyclists and motorists. Making Carson better for bicyclists will help reduce vehicle traffic by decreasing the number of vehicle miles traveled, reduce greenhouse emissions by reducing the number of vehicles on the road, and enhance the local economy by improving access to businesses while allowing for safe mobility for local workers. Previous planning efforts missed connections to schools, parks, transit and active transportation facilities, and employment centers. The new plan addresses those shortcomings.

The project will help overall air quality by making it safer and easier for cyclists and allow for the city to implement complete streets, first-last mile connections to housing projects, transit, employment centers, schools, parks and more. Additionally, residents and community members will benefit from the new plan because better bicycle infrastructure is a public benefit that contributes directly to improved personal health, a better environment, and a better quality of life for the public.

Many low-income workers rely on bicycles as their primary method of commuting to work, and their safety is important to us. That is in addition to the recreational riders who can be seen on our streets every day. Bicycles could be a much more common method of transit and source of recreation with the new master plan.

The Carson Chamber of Commerce strongly supports the City's efforts to be proactive in developing this new Bicycle Master Plan and setting the stage for more active transportation in the Carson community through this proposed project.

Thank you for your consideration and continued dedication to our community. If you have any questions, please contact my office at (310) 217-4590. I would be delighted to discuss this with you further.

Sincerely,

Barry M. Waite
President
Carson Chamber of Commerce

BOYS & GIRLS CLUBS
OF CARSON


***Officers:***

**President:**
**David Traughber**
Mattel, Inc

**Vice President:**
**Jeri Vick**
Community Volunteer

**Secretary:**
**Lori Henderson[1]**
Northrop Grumman

**Treasurer:**
**Roger von Ting[1]**
Watson Land Company

**Immediate Past President:**
**Jim Choura[1]**
Choura Venue Services

***Board of Directors:***

**Julie Beuerlein**
JKB Home Design

**Dr. Veronica Estrada**
Pacifc Oaks College

**Reese Johnson**
MUFG Union Bank

**Tamala Lewis**
Dignity Health Sports Park

**Megan McArdle, CIC, CISR**
Aon Risk Solutions

**Kate Mulligan**
California Wellness Foundation

**Jarrett Nobles**
Los Angeles Dodgers

**Tunde Ogunwole**
Prologis

**Paul Traughber**
Alandale Insurance

**Randy Wilson**
Norm Wilson and Sons, Inc.

***Staff:***

**Kim Richards**
CEO

[1] Denotes Past President


June 13, 2022

Trina Luo
District 7 Active Transportation (ATP) Coordinator
100 South Main St. 12th Floor
Los Angeles, CA 90012

**RE: Letter of Support – CA Department of Transportation Active Transportation Grant Program for Completion of Bicycle Master Plan**

Dear Ms. Luo

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The project will help overall air quality through mode-shift, and allow for the City to implement complete streets, first-last mile connections to housing projects, transit, employment centers, schools, parks, and more. Additionally, residents and community members will benefit from the new Plan because better bicycle infrastructure is a public benefit that contributes directly to improved personal health, better environment, and quality of life outcomes for the public.

The Boys & Girls Clubs of Carson (BGCC) is a youth development organization that is committed to being a resource for the youth and families in the City of Carson. For over 30 years, BGCC has remained committed to supporting youth through results driven programs that help bridge the gap between school and home while supporting youth in achieving positive outcomes.

Through BGCC programs, young people make healthy choices that set them up for success through high school graduation and beyond. Each day after school, young people at BGCC are taking part in sports and fitness programs, experiencing healthy food options, and working with mentors to express and understand

themselves through programs that practice social-emotional wellness. We are meeting the unique needs that have been voiced and communicated to us by the youth we serve, which has made it possible to provide them with customized programs in health education, behavioral health services, and nutrition programs.

Our **Healthy Lifestyles** programs develop the capacity of young people to engage in positive behaviors that nurture their own wellbeing, help them set personal goals, and live as self-sufficient adults. Wellness calls to kids and their families ensure they have the resources they need to get through the school year.

Every day at BGCC, life-changing transformations occur when Club members are supported in making healthy choices. These lifestyle choices are not the kind that only impact a child's life for a day, week or a year, but impact lifetimes and future generations.

We commend the city for their commitment to active and healthy lifestyles. We are proud to be partners in creating connections and alternative modes of transportation. For these reasons, The Boys & Girls Clubs of Carson strongly supports the City's efforts to be proactive in developing this new Bicycle Master Plan and setting the stage for more active transportation in the Carson community through this proposed project.

Sincerely,

Kim Richards
Chief Executive Officer

**LOS ANGELES UNIFIED SCHOOL DISTRICT**

**MEMBERS OF THE BOARD**

**KELLY GONEZ, PRESIDENT**
**MÓNICA GARCÍA**
**JACKIE GOLDBERG**
**DR. GEORGE J. MCKENNA III**
**NICK MELVOIN**
**SCOTT M. SCHMERELSON**
**TANYA ORTIZ FRANKLIN**

**ALBERTO CARVALHO**
Superintendent

**LOCAL DISTRICT SOUTH**

**MICHAEL ROMERO**
Local District South Superintendent

**CARSON COMMUNITY OF SCHOOLS**
21820 Bonita Street
Carson, CA 90745
Telephone: (310) 354-3400
Fax: (310) 532-4674
carsoncos@lausd.net

**DR. AFIA HEMPHILL**
Community of Schools Administrator

June 14, 2022

Trina Luo
District 7 Active Transportation (ATP) Coordinator
100 South Main St. 12th Floor
Los Angeles, CA 90012

**RE: Letter of Support – CA Department of Transportation Active Transportation Grant Program for Completion of Bicycle Master Plan**

Dear Ms. Luo

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The Bicycle Master Plan will provide the City of Carson with recommended improvements to the bicycle infrastructure in the City and a project list that will make the City of Carson a safer place for bicyclists and motorists. Making the City of Carson better for bicyclists will help reduce vehicle traffic by decreasing the number of vehicle miles traveled, reduce greenhouse emissions by reducing the number of vehicles on the road, and enhance the local economy by improving access to businesses while allowing for safe mobility for local workers. This new plan is imperative as it integrates important missed connections to schools, parks, transit and active transportation facilities, and employment centers from previous planning efforts.

The project will help overall air quality through mode-shift, and allow for the City to implement complete streets, first-last mile connections to housing projects, transit, employment centers, schools, parks, and more. Additionally, residents and community members will benefit from the new Plan because better bicycle infrastructure is a public benefit that contributes directly to improved personal health, better environment, and quality of life outcomes for the public.

As a representative of the public schools located in the City of Carson, establishing this program is a vital tool to support students and families in safely and effectively utilize alternative modes of transportation. Additionally, this is especially important for overall health and wellness for families and community members.

For these reasons, Carson Community of Schools strongly supports the City's efforts to be

proactive in developing this new Bicycle Master Plan and setting the stage for more active transportation in the Carson community through this proposed project.

Sincerely,

Dr. Afia Hemphill
Administrator, Carson Community of Schools

June 9, 2022

Trina Luo
District 7 Active Transportation (ATP) Coordinator
100 South Main St. 12th Floor
Los Angeles, CA 90012

**RE: Letter of Support – CA Department of Transportation Active Transportation Grant Program for Completion of Bicycle Master Plan**

Dear Ms. Luo

I am pleased to express our full support and partnership for the City of Carson's grant application for completing a new Bicycle Master Plan. It is our intent to be active participants in the development and implementation of this planning process.

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The project will help overall air quality through mode-shift, and allow for the City to implement complete streets, first-last mile connections to housing projects, transit, employment centers, schools, parks, and more. Additionally, residents and community members will benefit from the new Plan because better bicycle infrastructure is a public benefit that contributes directly to improved personal health, better environment, and quality of life outcomes for the public.

For these reasons, as Chair of the Environmental Commission, I strongly support the City's efforts to be proactive in developing this new Bicycle Master Plan and setting the stage for more active transportation in the Carson community through this proposed project.

Sincerely,

Hourie L. Taylor, Chairperson
Environmental Commission

**Los Angeles County Bicycle Coalition**

213.629.2142
www.la-bike.org

June 10, 2022

Trina Luo
District 7 Active Transportation (ATP) Coordinator
100 South Main St. 12th Floor
Los Angeles, CA 90012

SUBJECT: Active Transportation Program – Cycle 6 Grant Application City of Carson

Dear Ms. Luo,

The Los Angeles County Bicycle Coalition (LACBC) is pleased to support the City of Carson Public Works Department in its application to the State of California Department of Transportation's Active Transportation Grant Program.

Many cyclists and bicycle groups (including our local chapter, the Carson Bicycle Coalition) venture through the City of Carson. Carson is dedicated to promoting a better, more bikeable infrastructure network. This City-to-City network is essential for Active Transportation to become a reality. A network that would also include local neighborhoods with safer, better walking and biking links to schools, parks, shopping, dining, local events, and more.

To achieve our collective and mutual multimodal goals, we feel strongly that the City of Carson's bikeways must meet the needs of people of all ages and abilities, particularly for those who live in the surrounding (and currently more bike-friendly) cities of Torrance, Long Beach, Gardena, and Compton. Some people feel confident riding on our streets today, but the majority—almost 60%—are "interested but concerned" about traveling by bike. Many of these residents would like to explore our communities by bike, but only will when it is safer and more convenient. The City of Carson is working with its adjacent communities to create a more sophisticated and robust bike/pedestrian transportation network, implementing a new plan to build low-stress bike projects to connect our cities.

At LACBC, we believe that it is vital for municipalities to work together to develop bicycle and pedestrian access networks that not only connect people within the borders of each city, but also with adjacent communities to form an interconnected network that takes people to all of the important community amenities Only by providing these connections throughout our region can we start to encourage more people to choose active and public transportation options over private automobiles and begin to take the urgently needed steps towards addressing the climate change challenges that our communities face.

Please accept our letter of support on behalf of this project proposal.

Sincerely,

Eli Akira Kaufman
Executive Director
Los Angeles County Bicycle Coalition

Los Angeles County
Metropolitan Transportation Authority

One Gateway Plaza
Los Angeles, CA 90012-2952

213.922.2000 Tel
metro.net

Metro

June 10, 2022

Mr. Steven Keck
Acting Director
California Department of Transportation
1120 N Street, MS 49
Sacramento, CA 95814

**RE: Letter of Support for Active Transportation Program (ATP) Cycle 6 Application**

Dear Director Keck:

The Los Angeles County Metropolitan Transportation Authority (Metro) supports the Active Transportation Program (ATP) Cycle 6 funding request for the Dominguez Channel Bike Path Installation Project in the City of Carson.

We are committed to promoting goals such as increasing safety and mobility, enhancing public health, and helping achieve greenhouse gas reduction across all of our communities. Active transportation is key to achieving these outcomes.

In furthering these regional goals, we have developed multiple initiatives and programs to address issues associated with bicycling and walking trips, including the Active Transportation Strategic Plan, Complete Streets Policy, Countywide Sustainability Planning Policy, First/Last Mile Strategic Plan, 2020 Long Range Transportation Plan, and our Vision 2028 Plan. We implement these policies as part of a larger regional effort to support the Southern California Association of Governments' 2020-2045 Regional Transportation Plan/Sustainable Communities Strategy (2020 RTP/SCS) which identifies active transportation as key to addressing Southern California's mobility challenges.

This project is consistent with our plans and policies and the 2020 RTP/SCS, as well as the shared priorities and goals of our agency and the ATP. We endorse the efforts and contribution of the City of Carson towards a sustainable transportation future, and respectfully request favorable consideration of this project for ATP funding.

Sincerely,

James de la Loza
Chief Planning Officer

# CITY OF CARSON

June 14, 2022

Trina Luo
District 7 Active Transportation (ATP) Coordinator
100 South Main St. 12th Floor
Los Angeles, CA 90012

**RE: Letter of Support – CA Department of Transportation Active Transportation Grant Program for Completion of Bicycle Master Plan**

Dear Ms. Luo,

I am pleased to express our full support and partnership for the City of Carson's grant application for completing a new Bicycle Master Plan. It is our intent to be active participants in the development and implementation of this planning process.

The Bicycle Master Plan will provide the City of Carson with recommended improvements to the bicycle infrastructure in the City and a project list that will make the City of Carson a safer place for bicyclists and motorists. Making the City of Carson better for bicyclists will help reduce vehicle traffic by decreasing the number of vehicle miles traveled, reduce greenhouse emissions by reducing the number of vehicles on the road, and enhance the local economy by improving access to businesses while allowing for safe mobility for local workers. This new plan is imperative as it integrates important missed connections to schools, parks, transit and active transportation facilities, and employment centers from previous planning efforts.

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As a Carson resident and city employee this project will allow the residents of the community to explore different areas of the city. This will also increase exposure and access for many residents to participate in many programs that they normally would not be able to attend.

For these reasons, I strongly support the City's efforts to be proactive in developing this new Bicycle Master Plan and setting the stage for more active transportation in the Carson community through this proposed project.

Sincerely,

Walter Gonzalez, Chair
Parks, Recreation and Cultural Arts Commission

SOUTH BAY BICYCLE COALITION PLUS

June 12, 2022

To: Trina Luo, District 7 Active Transportation (ATP) Coordinator

Re: ATP Project Cycle 6 Grant Application, City of Carson

Dear Ms. Luo,

The South Bay Bicycling Coalition Plus (SBBC+) is pleased to offer our full support to the City of Carson's Application for the State of California of Transportation's, Active Transportation Grant Program.

This grant will provide much-needed funding to the City of Carson to improve the safety of the South Bay bicycling community and connect with other bikeways that border the city. That will provide more mobility options for people to ride a bike to shop, run errands, job sites, learning centers, recreational purposes or to just nourish one's mind, body and soul.

We believe this ATP project will create a safer environment and encourage more people to participate in active transportation (biking/walking), leave their cars at home, and reduce traffic on local streets.

In partnership with the Carson Bicycle Coalition, the SBBC+ has worked for many years to promote bicycle safety and to create a network of bicycle infrastructure that services the entire South Bay.

We care deeply about encouraging residents of all ages and abilities to participate in healthy activities, while reducing our reliance on fossil fuel-burning transportation options and promoting micro-mobility solutions, for all.

We look forward to collaborating with the City of Carson and Carson Bicycle Coalition on their Bicycle Safety Plan. Should you have any questions regarding this letter of support, please do not hesitate to contact the undersigned.

Sincerely,

Jim Hannon,

President, South Bay Bicycle Coalition Plus (310) 341-8701

**The South Bay Bicycle Coalition is designated by the IRS as a 501(c)3 non-profit organization and your donation qualifies as a charitable contribution under the applicable federal tax law.*

**Exhibit 25-PLAN**
**Plan Scope of Work**

| | | | |
|---|---|---|---|
| **Agency:** | City of Carson | | |
| **Project Name:** | City of Carson Master Bicycle Plan | **Project Start Date:** 09/01/23 | **Project End Date:** 08/21/25 |

| Task Number | Task | Task Description | Start Date | End Date | ATP Cost | Non-ATP Cost | Required Plan Component the Task will Address (A B C D E F G H I J K L M N O P) |
|---|---|---|---|---|---|---|---|
| **Project Initation and Initial Planning** | | | | | | | |
| 1 | Project Kick-Off Meeting | City of Carson staff will meet with Caltrans staff to discuss specific grant procedures, project timelines, project milestones, and project deliverables. Included in these meetings are defined responsibilities delegated to City staff, such as: invoicing, quarterly reporting, and all other relevant project information. | Sep-23 | Sep-23 | $2,000 | | |
| 2 | Prepare and complete Request for Proposal (RFP) for Consulting Services | Prepare and complete RFP process to select a consulting firm to assist the City of Carson with this project. The RFP process will follow proper Carson procurement procedures. | Sep-23 | Oct-23 | $15,000 | | |
| 3 | Project Management | Schedule monthly project status meetings involving City of Carson staff and the consulting firm to report on project status, discuss upcoming milestones, and ensure expectations are being met and following grant guidelines. Submit detailed and complete invoice packages on a monthly basis to Caltrans. Submit the required quarterly reports to Caltrans summarizing project progress. | Sep-23 | Aug-25 | $30,000 | | |
| 4 | Consultant Kick-Off Meeting | Conduct a kick-off meeting with the consultant, the City, and other stakeholders to review and refine, if necessary, the final details of the project scope | Dec-23 | Dec-23 | $5,000 | | |
| **Existing Conditions and Analysis** | | | | | | | |
| 5 | Existing Conditions | Gather existing condition information that includes current mode share, description of land use and destinations, existing bicycle parking, existing wayfinding, and existing non-infrastructure programs. | Dec-23 | Feb-23 | $80,000 | | *A, B, E, F, G,* |
| 6 | Existing Bicycle Facilities Map | Develop a map of existing bicycle and pedestrian facilities within the city. | Feb-23 | Mar-23 | $40,000 | | *C, D,* |
| 7 | Collision Data and Analysis | Gather collision data for bicyclists both in absolute numbers and as a percentage of all collisions and injuries. Perform analysis and set a goal for collision, serious injury, and fatality reduction after implementation of the plan. | Dec-23 | Jan-23 | $35,000 | | *H,* |
| 8 | Equity Data and Analysis | Each census tract within Carson is identified as disadvantaged, therefore identify the bicycle needs and location based on lack of accesibility and state of disrepair or neglect. Also consider major destinations including CSUDH campus, Dignity Health Sports Park, and South Bay Pavilion Mall, in addition to parks and primary/secondary schools | Dec-23 | Jan-23 | $40,000 | | *I,* |
| **Public Participation and Outreach** | | | | | | | |
| 9 | Social media and internet-based outreach | Create a section in the City of Carson's official website and social media sites that are dedicated to educating the public about the project and provide a means of receiving input from public. All social media and websites will be made available in numerous languages, including English and Spanish as 23% of the City of Carson's population is Hispanic (Limited English Proficiency: 12% Spanish). | Sep-23 | Aug-25 | $40,000 | | *J,* |
| 10 | Community Workshops | Several community workshops will be advertised and held in all areas of the City of Carson to solicit feedback from the community that will be incorporated into the Bicycle Master Plan development. Visual presentations will be made with conceptual options of future anticipated bike paths shown. These presentations must include potential bicycle routes and maps, renderings, potential bike amenities, and potential new signage. Information (including presentation) will be made available in digital form via recorded meetings on the City of Carson's website and social media outlets. | Mar-24 | Aug-24 | $80,000 | | *J, K,* |
| 11 | Presentation Workshops | Present the findings from the community workshops through a draft design concept to the community for further review and feedback. This report should include a rough conceptual design for the Master Bicycle Plan. | Apr-25 | May-25 | $70,000 | | *J, K,* |
| 12 | Stakeholder Meetings | A total of four meetings with the Carson Bicycle Coalition, CSUDH representatives, Parks and Recreation Board, and Environmental Commission will be held to gain input on the Master Bicycle Plan's goals, existing conditions, and recommendations. | Apr-24 | Apr-25 | $30,000 | | *J,* |
| **Prepare Master Bicycle Plan** | | | | | | | |
| 13 | Define Goals and Objectives of the Plan | Process the information from community outreach efforts before combining it with input from the City of Carson's staff. It can be subsequently presented to city staff for approval as defined Goals and Objectives for our Master Bicycle Plan within the context of a Triple Bottom Line—environmental, economic, social sustainability—evaluation. Evaluate ability to conform with National Association of City Transportation Officials (NACTO) guidance. | Sep-24 | Nov-24 | $60,000 | | |
| 14 | Complete Draft Plan | Define bicycle routes and prepare maps for those designated routes. Design way-finding signage and determine placement. Recommend locations of bicycle lockers, racks, water fountains, and associated amenities. Establish links for new bike paths with existing and future public transportation options within the City of Carson and its adjacent regions. Also include all potential modes of transportation in addition to public transportation. Develop a maintenance schedule for the future bike paths, amenities, and facilities. Customize a prioritization list for each phase of the project along with their locations and individual costs. | Dec-24 | Apr-25 | $180,000 | | *A, B, C, D, E, F, G, H, I, J, L, N, O,* |
| 15 | Identification of potential funding sources | Review and identify potential local, state, federal, and non-governmental funding sources for construction of bike paths. Funding sources will also be researched and identified for complete implementation of the entire Master Bicycle Plan. | Apr-25 | May-25 | $40,000 | | *M,* |
| **Final Plan** | | | | | | | |
| 16 | Analyze Municipal Code and General Plan | Analyze the City of Carson's existing General Plan and Municipal Code to for the integration of the new Bicycle Master Plan. Recommend changes to existing General Plan policies and Municipal Code requirements, if necessary. | Jun-25 | Jun-25 | $50,000 | | *K,* |
| 17 | Final Plan | Incorporate feedback received on draft plan. Prepare final Bicycle Master Plan. The final plan will be produced and manufactured in both digital and print formats. | Jun-25 | Jul-25 | $80,000 | | *A, B, C, D, E, F, G, H, I, J, K, L, M, N, O,* |
| 18 | Adoption Process | Present final plan to the city council for resolution approval and adoption of the Bicycle Master Plan. | Aug-25 | Aug-25 | $20,000 | | *P* |
| | | | | **Total Cost:** | **$897,000** | **$0** | |

# Appendix “B”

# Professional Cost Price Summary Instructions

## INSTRUCTIONS TO PROPOSERS/CONTRACTORS

1. The purpose of the Professional Services Cost/Price Summary form is to provide a standard format by which the Proposer/Contractor submits to the City of Carson a summary of incurred and estimated costs with attached supporting information suitable for detailed review and analysis. The Proposer/Contractor shall provide this form and a breakout of labor hours and key staff / classification by each task.

   In addition to the specific information required by this form, the Proposer/Contractor is expected, in good faith, to incorporate in and submit with this form any additional data, supporting schedules, or substantiation that is reasonably required to conduct an appropriate review and analysis of the specific facts of this procurement. For effective negotiations, it is essential to achieve a clear understanding of:

   a. The existing data;

   b. The judgmental factors/assumptions applied in projecting from known data to the estimate; and

   c. The contingencies used by the Proposer/Contractor in its proposal price.

   In short, the Proposer/Contractor's estimating process itself needs to be disclosed.

2. When attachment of supporting cost or pricing data to this form is impracticable, the data shall be summarized with schedules, as appropriate, and attached hereto. Actual supporting cost or pricing data shall be made available to the Contract Administrator or their representative upon request. If the Proposer/Contractor deems it necessary for a more effective and efficient proposal additional schedules may be attached.

   **NOTE:** Excel users – For proper calculations of cost elements link additional sheets to summary page.

## ADDITIONAL INSTRUCTIONS

1. Direct labor

   This category identifies all classifications/categories of labor (e.g. engineering, at all levels, as appropriate, craft labor, support staff, etc.) that is specifically identifiable to the Work and will be directly charged to the contract. (The Proposer/Contractor may classify labor in any categories that assist in managing the statement of Work as long as the costs are accumulated consistently for the same categories and utilized for estimating purposes.
   a. Base Rate or prevailing wage scale, as appropriate - Proposer/Contractor shall propose labor hours consistent with same or similar Work performed in the past.
   b. Labor Mark-up - Contractual percentage for Direct Labor, for forward priced Change Work.

2. Direct Materials
   a. Material costs specifically utilized for the Work and supported by invoice, historical data, catalog prices, etc.
   b. Material Mark-up (i.e. overhead and profit mark-up) – Contractual percentage for Direct Materials, for forward priced Change Work.

3. Equipment
   Unit Cost – Basic unit rate of equipment utilized for the Work.
   Equipment Mark-up - Contractual percentage for Direct Labor

4. Subcontractors (Lines 31 and 52)
   Identify and provide total estimated cost or price for each subcontractor. Attach separate forms for all proposed subcontractors. If competitively bid provide the completed forms submitted by each responding bidder.

5. Other Direct Costs (ODC) (Lines 36 and 56)
   Provide itemized supporting cost or pricing data, including a description of its relationship to the Work, specifically identifying ODCs (i.e. with an itemized listing) by classification.

6. Bid Item changes (Lines 40 thru 44)
   Fill in when utilizing Unit Prices already incorporated in the Contract. If the Contractor is proposing additional Unit Prices, or changes to existing Unit Prices, the Contractor must provide detailed and specific data on all elements of cost to identify and provide an explanation of the additional Unit Prices or changes to bid line item Unit Prices listed under the original contract.

7. Total estimated Cost/Proposed Price
   Provide the sum of all estimated costs identified for the change work.

8. Time Impact Analysis
   Provide Schedule changes and Fragnet to substantiate changes. Identify all critical schedule activities affected and specify impact to contractual milestones or duration. Provide impact in calendar days.

NOTE: All cost elements shall be identified by separate cost categories. In addition, mark-ups, as stipulated in the Contract Changes clause, shall be identified as a separate cost element within each cost category.

The cost and pricing data must be accurate, complete and current, and the judgment factors used in projecting from the data to the estimates must be stated in sufficient detail to enable the City of Carson to evaluate the proposal.

# Appendix “C”

# Professional Services Cost/Price Summary

# PROFESSIONAL SERVICES
# COST/PRICE SUMMARY

| | |
|---|---|
| Name of Offeror/Contractor: | End-Item Deliverable:<br>**City of Carson Bicycle Master Plan** |
| Office address: | |
| | RFP#: **24-024** |

**NOTE:** For proper calculations of cost elements link additional sheets to this summary page.

| | | | | | |
|---|---|---|---|---|---|
| 1. | **Direct Labor** | **Est. Hours** | **Rate Per Hour** | **Est. Cost** | **TOTAL** |
| 2. | | 0.00 | $0.00 | $0.00 | |
| 3. | | 0.00 | $0.00 | $0.00 | |
| 4. | | 0.00 | $0.00 | $0.00 | |
| 5. | **TOTAL DIRECT LABOR HOURS** | **0.00** | | **TOTAL DIRECT LABOR** | **$0.00** |
| 6. | **Labor Overhead (O/H)** | **O/H Rate** | **x Base** | **Est. Cost** | |
| 7. | | 0% | | $0.00 | |
| | | | | | |
| 8. | | | | **TOTAL LABOR OVERHEAD** | **$0.00** |
| 9. | **Direct Material** | | | **Est. Cost** | |
| 10. | **a. Purchase Parts** | | | $0.00 | |
| 11. | **b. Subcontracted items** | | | $0.00 | |
| 12. | **c. Other** | | | $0.00 | |
| 13. | | | | **TOTAL DIRECT MATERIAL** | **$0.00** |
| 14. | **Equipment** | | **Unit Cost** | **Est. Cost** | |
| 15. | | | $0.00 | $0.00 | |
| 16. | | | $0.00 | $0.00 | |
| 17. | | | | **TOTAL EQUIPMENT** | **$0.00** |
| 18. | **Subcontractors** | | | **Est. Cost** | |
| 19. | | | | $0.00 | |
| 20. | | | | $0.00 | |
| 21. | | | | $0.00 | |
| 22. | | | | **TOTAL SUBCONTRACTORS** | **$0.00** |
| 23. | | | | **TOTAL BURDENED COST (add lines 5, 8, 13, 17 and 22)** | **$0.00** |
| 24. | **Other Direct Costs** | | | **Est. Cost** | |
| 25. | | | | $0.00 | |
| 26. | | | | $0.00 | |
| 27. | | | | $0.00 | |
| 28. | | | | **TOTAL OTHER DIRECT COSTS** | **$0.00** |
| 29. | **Travel** | | | **Est. Cost** | |
| 30. | **a. Transportation** | | | $0.00 | |
| 31. | **b. Per Diem or Subsistence** | | | $0.00 | |
| 32. | | | | **TOTAL TRAVEL** | **$0.00** |
| 33. | **General and Administrative Expense** | **Rate %** | **% x Line 23** | | |
| 34. | | 0% | | $0.00 | |
| 35. | | | | **TOTAL GENERAL AND ADMINISTRATIVE EXPENSE** | **$0.00** |
| 36. | | | | **TOTAL ESTIMATED COSTS (Total Lines 23, 28, 32 and 35)** | **$0.00** |

| | | | | | |
|---|---|---|---|---|---|
| 37. | **Profit/Fee** | **Total Labor and Overhead (line 5 + line 8)** | **Rate %** | **% x Total Labor and Overhead** | |
| 38. | | $0.00 | 0% | $0.00 | |
| 39. | | | | **TOTAL FEE** | **$0.00** |
| 40. | | | | **TOTAL ESTIMATED PRICE (Total of Lines 36 and 39)** | **$0.00** |

| | | | | | | |
|---|---|---|---|---|---|---|
| 41. | **Milestone /Task Number** | **Milestones/Tasks** | **Hours** | **Completion Date** | **Payment Amount** | |
| 42. | | | | | $0.00 | |
| 43. | | | | | $0.00 | |
| 44. | | | | | $0.00 | |
| 45. | | | | | **TOTAL MILESTONES/TASKS (Must equal line 40)** | **$0.00** |

# PROFESSIONAL SERVICES
# COST/PRICE SUMMARY

| | | |
|---|---|---|
| 46. Fill in applicable sections only | | |
| 47. Has any Agency of the United States Government, State government, or local public agency performed any review of your account or records, overhead rates and general and administrative rates in connection with any public prime contract or subcontract within the past twelve months? Yes No If yes, when? Reference Contract No. | | |
| 48.a. Agency Name/Address | 48.b. Individual to contact/Telephone Number | |
| 49. Firms not audited, as described above, shall submit financial data and calculations in sufficient detail to support all proposed direct costs and subcontractor costs. | | |
| 50. The proposal reflects our estimates and/or actual costs as of the date and by submitting this proposal, Proposer/Consultant grants to City of Carson Contracting Officer and authorized representative(s) the right to examine, at any time before award, those records, which include books, documents, accounting procedures and practices, and other supporting data, regardless of type and form or whether such supporting information is specifically referenced or included in the proposal as the basis for pricing, that will permit an adequate evaluation of such cost or pricing data, along with the computations and projections used therein, for the purpose of verifying the cost or pricing data submitted. This right may also be exercised in connection with any negotiations/discussions prior to contract award or execution of contract modification. | | |
| 51. **CERTIFICATE**<br>The labor rates and overhead costs are current and other estimated costs have been determined by generally accepted accounting principles. Proposer/Consultant represents: (a) that it has , has not , employed or retained any company or person (other than a full time bona fide employee working solely for the Proposer/Consultant) to solicit or secure a contract, and (b) that it has , has not , paid or agreed to pay to any company or person (other than a full time bona fide employee working solely for the Proposer/Consultant) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract, and agrees to information relating to (a) and (b) above, as requested by the Contracting Officer. | | |
| 52. **CERTIFICATE OF CURRENT COST OR PRICING DATA**<br>This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in Section 2.101 of the Federal Acquisition Regulations (FAR) and required under subsection 15.403-4) submitted, either actually or by specific identification in writing, to City of Carson's Contracting Officer or to City of Carson's Contracting Officer's representative in support of _____* are accurate, complete and current as of _____**. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the Proposer/Consultant/Contractor and the City of Carson that are a part of the proposal. | | |
| 53. This proposal as submitted represents our best estimates and/or actual costs as of this date. | | |
| 54. Type Name and Title of Authorized Representative | Signature | Date*** |
| 55. * Identify the proposal, quotation, request for price adjustment, or other submission involved, giving appropriate identifying number (e.g. Information For Bid No., Request for Proposal No., Change Order No., Modification No., etc.) | | |
| 56. ** Insert the day, month and year when price negotiations were concluded and price agreement was reached. | | |
| 57. *** Insert the day, month and year of signing (i.e., When price negotiations were concluded and mutual agreement was reached on contract price). | | |

# CONTRACT SERVICES AGREEMENT

**By and Between**

**CITY OF CARSON**

**and**

**TDG ENGINEERING, INC.**

**AGREEMENT FOR CONTRACT SERVICES**
**BETWEEN THE CITY OF CARSON AND**
**TDG ENGINEERING, INC.**

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this ____ day of March, 2025 by and between the CITY OF CARSON, a California municipal corporation ("City") and TDG ENGINEERING, INC., a California corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

## RECITALS

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

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

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

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

## OPERATIVE PROVISIONS

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

### ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

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

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

1.2 Consultant's Proposal.

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

1.3 Compliance with Law.

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

1.4 Licenses, Permits, Fees and Assessments.

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

1.5 Familiarity with Work.

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

1.6 Care of Work.

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

1.7 Further Responsibilities of Parties.

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

1.8 Additional Services.

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

1.9 Special Requirements.

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

## ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed Eight Hundred Fifty-One Thousand Nine Hundred Forty-Eight Dollars and Fifty Two Cents (**$851,948.52**) (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:

_____

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

4.4 Independent Consultant.

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

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

4.5 Prohibition Against Subcontracting or Assignment.

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

## ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

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

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

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

(c) Automotive Insurance (Coverage Form ISO CA 00 01 including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less

than $1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

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

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

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

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

5.2 General Insurance Requirements.

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

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

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

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

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

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

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

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

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

5.3 Indemnification.

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

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

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

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

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

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

5.4 Sufficiency of Insurer.

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

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

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

6.1 Records.

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

6.2 Reports.

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

6.3 Ownership of Documents.

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

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

6.4 Confidentiality and Release of Information.

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

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

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

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

## ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

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

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

7.2 Disputes; Default.

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

7.3 Retention of Funds.

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

7.4 Waiver.

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

7.5 Rights and Remedies are Cumulative.

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

7.6 Legal Action.

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

7.7 Termination Prior to Expiration of Term.

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

7.8 Termination for Default of Consultant.

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

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

TDG ENGINEERING, INC., a California corporation

By:_____
Name:
Title:

By:_____
Name:
Title:
Address: 8484 Georgia Avenue, Suite 800
Silver Springs, MD 20910

**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**

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER_____

_____

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

_____

_____

**DESCRIPTION OF ATTACHED DOCUMENT**

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

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

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

WITNESS my hand and official seal.

Signature: _____

**OPTIONAL**

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

**CAPACITY CLAIMED BY SIGNER**

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER_____

_____

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

_____

_____

**DESCRIPTION OF ATTACHED DOCUMENT**

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

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

**I. Consultant will perform the following Services:**

**A.** Refer to Exhibit "A-1"

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

**A.** As detailed in Exhibit "A-1"

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

**A.** As requested by City's Contract Officer

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

**V. Consultant will utilize the following personnel to accomplish the Services:**

**A.** Adam Vest, PE, Project Manager

**B.** Roger Pelayo, Principal-in-Charge

**C.** Adam Wood, AICP, QA/QC Lead and Strategic Advisor

**D.** Jeremy Chrzan, PE, PTOE, LEED AP, QA/QC Lead and Strategic Advisor

**E.** Lila Singer-Berk, Deputy Project Manager

**F.** Wendy Phelps, AICP, Network Planning and Neighborhood Connectivity Lead

**G.** Erika Kulpa, Community Outreach and Engagement Lead

**H.** Sara Rauwolf, PE, Concept Design and Complete Streets Lead

**I.** Ellie Fiore, AICP, General Plan and Code Review Lead

**J.** Adam Russell, RSP, Project Planner

**K.** Malia Schilling, Project Planner

**L.** Daniel David, PE, Senior Engineer

# SCOPE OF WORK

## TASK 1: PROJECT MANAGEMENT

### TASK 1.1: PROJECT MEETINGS TASK 1.1A: KICKOFF MEETING

***Grant Application Task #4***

Toole Design will convene and facilitate an in-person meeting with City staff, Arellano Associates, and Impact Sciences. If a hybrid meeting option is available, we recommend including our QA/QC Lead and Strategic Advisor, Jeremy Chrzan, PE, PTOE, LEED AP®. During the kickoff meeting, we will confirm the goals of the project, scope of work, and project schedule. We will agree upon project management and administrative expectations; communication and coordination protocols; and data management preferences. We will prepare an agenda and meeting packet prior to the meeting and distribute meeting notes and actions items after the meeting.

### TASK 1.1B: PROJECT DEVELOPMENT TEAM (PDT) MEETINGS

Toole Design's Project Manager, Adam Vest, PE, will schedule and facilitate regular project management meetings with City staff. Our fee assumes up to 18 monthly meetings, but this can be refined in the Project Management Plan (PMP) as needed. During the meetings, we will review ongoing work, discuss upcoming tasks, checkin on budget and schedule, and ensure that the team is delivering high-quality work that meets the City of Carson's expectations. We will submit draft agendas two workdays in advance of meetings and submit meeting notes and action items to City staff within three work days after each meeting. Adam will be accessible via phone, chat, and e-mail on an as-needed basis.

### TASK 1.2: PROJECT MANAGEMENT PLAN

Upon execution of the Professional Services Agreement (PSA), and following the kickoff meeting, Toole Design will develop a PMP that reflects the outcomes of the kickoff meeting. The PMP will include:

- Project management protocols, including frequency of PDT meetings and communication strategies
- Detailed project schedule, including key milestones and deadlines for deliverables and a process for deliverable submission and review
- Roles and responsibilities of project managers and team members, including a plan for allocating staff time and resources
- QA/QC procedures (graphic shown on page 20)
- A data management plan, including a list of data to be provided by the City

### TASK 1.3: PROJECT REPORTING

Toole Design will provide monthly project reports that reflect the level of effort expended on the contract, as well as anticipated activities for the upcoming period. We will ensure that invoices are formatted according to the grant reporting requirements and include necessary backup documentation. We will ensure that staffing changes are approved before charges are incurred and will maintain documentation for change management to ensure that the project remains within budget.

TASK 1 DELIVERABLES:

- Kickoff meeting agenda and meeting notes and action items
- PDT meeting agendas and action items
- Project Management Plan
- Monthly project reports

## TASK 2: EXISTING CONDITIONS AND ANALYSIS

### TASK 2.1: EXISTING CONDITIONS

***Grant Application Task #5***
***Required Plan Components A, B, E, F, G***

### TASK 2.1A: DATA REQUEST

Toole Design will prepare and submit a data request for all documents and data needed from the City for the preparation of the BMP. This may include GIS data for use in analysis and network validation, any available field or count data, and any documents, reports, or studies needed for the Task 2.1b.

### TASK 2.1B: POLICY AND PLAN REVIEW

Toole Design will supplement any plan review conducted as part of the CATCP with a review of key policy and design documents. We will first compile a list of relevant City documents for review and approval by City staff.
We will download all publicly available documents, and request that the City provide any plans that are not available online, such as striping, signage, and traffic signal plans. We will review the City's zoning ordinance to investigate current requirements for local businesses regarding bike amenities.

This will inform our business/bike amenity survey in Task 3.3b. We will cross-check the draft BMP against key regulatory guidelines to ensure compliance under Task 5.1.

To ensure regional connectivity, Toole Design will review neighboring cities' bike networks. As the lead consultant on the Los Angeles County Unincorporated Bike Plan, Toole Design already has bike network and plan data for the unincorporated communities of West Rancho Dominguez, Rancho Dominguez, and West Carson and data files from projects we are leading in the City of Long Beach.

## TASK 2.2: DATA COLLECTION

### TASK 2.2A: FIELD REVIEWS

The purpose of the field review will be to 1) validate key CATCP recommendations and 2) collect data necessary for accurate and appropriate concept development. Where possible, Toole Design will conduct desktop review using recent aerial imagery. Where desktop review is insufficient, we will supplement the data collection process with site visits. Toole Design will conduct field reviews for up to eight priority corridors. For efficiency, we will work with the City to identify opportunities for site visits that coincide with other in- person events. Our schedule proposes splitting the field reviews into two phases:

1. During Tasks 2.3 and 2.4, we will conduct site visits to help us ground-truth the CATCP recommendations and identify a shortlist of priority corridors for concept design.
2. We recommend conducting the remaining site visits later in the project process—once we have a final list of priority locations for conceptual design. The purpose of these later visits will be

   to collect the data necessary to prepare accurate conceptual designs (measurements, behavioral observations, etc.).

Toole Design will conduct up to four full day, in-person site visits throughout the project lifetime, covering all conceptual design corridors.

### TASK 2.2B: TRAFFIC COUNTS

Because this is a planning project, the Caltrans ATP rules do not require that counts be collected. However, we recommend collecting turning movement counts for up to 20 locations priority intersections that are the subject of conceptual design. Counts at key locations will help us assessment feasibility for recommended bike facilities, to refine or validate conceptual design, and to assess trade-offs for design alternatives. If needed, we will work with a third-party vendor to collect automated counts (for a minimum of 24 hours per day for one week and collecting actual not imputed counts, in accordance with ATP guidelines). Toole Design can supplement actual counts collected with intersection count data provided by *Replica*.

### TASK 2.2C: BICYCLE SAFETY AUDITS

Toole Design will work with the Carson Bicycle Coalition to organize community bike rides along priority corridors. This will help community members experience and discuss the conditions in real time
and will be coordinated with other Task 3 engagement activities. Toole Design staff will lead and or attend these rides to document feedback. Comprehensive field observations will be conducted during site visits (Task 2.2a). Our fee estimate assumes up to four bike rides, covering up to eight priority corridors.

## TASK 2.3: VALIDATE CATCP

***Grant Application Task #7 and Task #8 Required Plan Components H, L***

The Toole Design Team will review the Carson CATCP to validate the analysis and recommendations, and to determine whether supplemental analysis is needed. Knowing that the CATCP will include an existing bicycle facilities and inventory map; an origins, destinations, and connectivity analysis; an intermodal connections inventory; a collision data and analysis; and an equity data and analysis, some preliminary ideas include:

- Conducting a feasibility assessment of the top priority corridors in preparation for conceptual design. This may include evaluating trade-offs like parking or lane removal and would be supported by the field review (Task 2.2a) and traffic counts (Task 2.2b)
- Supplementing the collision analysis and Bike High Injury Network with a Bike High Risk Network
- Analyzing current commute trends and bicycle commute rates in Carson to identify trips less than three miles that could be converted to bike trips. This will form the basis for estimating
  the projected increased in bicycle commuters resulting from plan implementation (to comply with CSHC Section 891.2(a))
- Reviewing the conceptual designs developed for

223rd Street a Class IV Separated Bike Lane, and the Safe Routes to School Concepts for E 228th Street/ Dolores Street Elementary, Bonita Street School/ Carnegie Middle School, and Carson High School/ Dolores Street

Our fee estimate assumes up to one additional analysis that can help refine the recommended project list, understand conditions related to conceptual design, or preposition the City for grant applications. To ensure grant compliance, we will work with the City to integrate key items from the CATCP into the BMP, such as existing conditions (Grant Application Task #5), collision data and analysis (Grant Application Task #7), and equity data and analysis (Grant Application Task #8).

## TASK 2.4: OPPORTUNITIES, CONSTRAINTS, GAPS, AND PRIORITIES

***Grant Application Task #6; Required Plan Components C, D***

Toole Design will develop an opportunities, constraints, gaps, and priorities memorandum. In the memo, we will focus on identifying the infrastructure needs and facilities and that can best be addressed through this BMP. These may include but are not limited to:

- A shortlist of priority corridors and crossings
- Opportunities for low-stress streets that are integrated with the LTN. This may include but is not limited to slow streets, neighborhood greenways, bicycle boulevards, or family-friendly bicycle loops
- Opportunities for Class I Trails along public easements (Los Angeles County, Los Angeles Department of Water and Power, etc.), including off-street, unpaved paths suitable for recreational cycling, and opportunities to close gaps in the trail network along the Dominguez Channel
- Quick-build opportunities, building on the City's Reclaiming our Streets Initiative
- Neighborhood traffic calming opportunities, building on the City's Neighborhood Traffic Calming Pilot
- Regional connectivity to neighboring cities

A key outcome of this memo will be a shortlist of priority corridors that could benefit from further analysis and community engagement.

TASK 2 DELIVERABLES:

- Policy and plan review
- Site visit summary
  - Data Collection notes and photos as appendix
- Validation of CATCP recommendations
  - Peer review of CATCP concept designs
- Supplemental analysis (if needed)
- Opportunities, constraints, gaps, and priorities technical memo including a shortlist of priority corridors for conceptual design

# TASK 3: PUBLIC OUTREACH

## TASK 3.1: PUBLIC OUTREACH PLAN

The Toole Design Team will work closely with the City to develop a Public Outreach Plan (POP). The plan will 1) establish a roadmap for an equity-based engagement approach, 2) ensure that community input has a direct impact on the BMP recommendations, and 3) create a district-based strategy that strategically distributes project resources across the City, with deeper investment in disadvantaged neighborhoods and vulnerable populations. The POP will include engagement goals, a stakeholder contact database, a list of key community events and locations, a list of creative and dynamic engagement methods with a detailed schedule for rollout, a plan for working with CBOs, and quantity estimates for materials and printings, in line with available budget. Toole Design recommends creating a living Excel spreadsheet that allows us to manage and update engagement process in real-time.

## TASK 3.2: DIGITAL ENGAGEMENT

***Grant Application Task #9; Required Plan Component J***

### TASK 3.2A: PROJECT BRANDING AND TEMPLATE NOTIFICATION MATERIALS

At the start of the project, and aligned with the POP, we will develop cohesive project branding for review by the City's Public Information Office (PIO). This can include a project name, slogan, and color scheme to be used on all project publicity, marketing, and notification materials. We will develop a set of baseline publicity/notification materials including a project flyer and templates for future social media posts or event posters. The identity and templates will be reviewed and approved by the City PIO Manager for a seamless communications process for the rest of the project lifetime.

### TASK 3.2B: WEBSITE AND CITY WEB PAGE

The Toole Design Team will develop a standalone project website and a launch webpage for the City's website. We will develop multilingual website content (English and Spanish), including text and graphics. Content may include, but is not limited to project overview, upcoming events and meetings, and project milestone updates. We will provide ongoing maintenance and regular updates to keep the website current and engaging.

### TASK 3.2C: SOCIAL MEDIA AND PIO COORDINATION

Building on the project identity and template materials (Task 3.2a), we propose developing a comprehensive digital outreach toolkit for the City to use across all digital platforms. We will provide the toolkit to the PIO for seamless execution across the City's communication channels. The toolkit will include, among other items, up to six one-page graphics with accompanying narrative for inclusion in the City's quarterly Carson Report, as well as bike safety informational graphics for distribution.

### TASK 3.2D: E-MAIL AND ACTIVENET

The Toole Design Team will use the City's stakeholder database and will identify any additional key stakeholders to include, such as the Carson Women's Club, Boys and Girls Club, YMCA, Council District representatives, school district representatives, principals, and places of worship. We will also ensure that all major employers are captured in the e-mail database, and that they receive all project communications. Throughout the project and especially before project e-blasts, we will maintain and update the database. We will send up to six e-mail blasts to update the public on the BMP's progress, upcoming events, and other relevant bike education. We will share the narrative and graphics with the City's Parks and Recreation staff for distribution via the City's ActiveNet e-mail blasts.

## TASK 3.3: SURVEYS

### TASK 3.3A: NEEDS ASSESSMENT SURVEYS AND INTERACTIVE MAP

The Toole Design Team proposes using *Social PinPoint* as the survey tool for capturing community feedback. Social PinPoint allows us to integrate a qualitative needs assessment survey with an interactive map. Using the map, residents will share input on priority corridors and potential locations for bike supportive facilities (parking, storage, showers, etc.). We will provide the survey in English and Spanish, and will distribute it virtually and in print. We will analyze the findings, with a focus on summarizing feedback that directly influences the BMP and conceptual designs.

### TASK 3.3B: BUSINESS/BIKE AMENITY SURVEY

Toole Design will work with the City to design and distribute a survey to all local businesses to understand the extent to which they currently provide bicycle commute amenities such as bike parking, showers, lockers, etc. Findings from this survey will contribute to a proposed bicycle facility map under Task 4.2c.

## TASK 3.4: IN-PERSON OUTREACH

Toole Design and Arellano Associates will lead a multilingual outreach and engagement process focused on vulnerable and impacted communities. We will:

- **Use lessons learned and key findings from the CATCP** engagement process, leveraging knowledge about what works (and doesn't work), and ensure feedback collected during that process is integrated into the BMP.
- **Work directly with CBOs** to expand our engagement capacity and build long-term relationships for the City. Example CBOs include Filipino Migrant Center, the Boys and Girls Club, and the city's 47 church organizations and other places of worship.
- **Work within the ATP grant requirements** to implement workshops, but **apply creativity and flexibility** in what those workshops look like.

### TASK 3.4A: POP-UPS AT CITY EVENTS

The Toole Design Team will facilitate pop-ups at up to five City events. The purpose of the pop-ups will be to inform residents about the BMP, to promote the project, distribute surveys and fliers, and otherwise solicit input. We will work with the City to identify ideal events. Some possibilities include:

- **Engagement Phase 1 (Summer – Fall 2025)**
  - County Western Fair (September)
  - Jazz Festival (October)
  - Filipino American History Month Celebration (October)
  - Halloween Carnival (October)
  - Winter Fest (December)

- **Engagement Phase 2 (Spring – Summer 2026)**
  - Earth Day Kids Fest (April)
  - Eat Shop Local Carson (May)

## TASK 3.4B: COMMUNITY WORKSHOPS

***Grant Application Task #10; Required Plan Component J, K***

During Phase 1 Engagement (Summer - Fall 2025), the Toole Design Team will facilitate up to five community engagement events. We will work with the City to ensure the format and materials for the workshops are aligned with the grant requirements. We have found that the most effective workshop formats include:

CBO-led walking tours, pop-in meetings with existing groups, listening sessions, and focus meetings with affinity groups (like youth, parents, older adults, or people with disabilities). We also recommend working with a CBO like the Filipino Migrant Center to organize a dedicated meeting. This may have greater success reaching non-English speaking Filipino residents than a typical English workshop with interpretation. We will lead four in-person and one virtual event.

## TASK 3.4C: PRESENTATION WORKSHOPS

***Grant Application Task #11; Required Plan Component J, K***

During Phase 2 Engagement (Spring - Summer 2026), the Toole Design Team will facilitate up to five community engagement events that focus on presenting the draft BMP. Like Phase 1, we will work with the City to identify dynamic workshop techniques including walking tours, focus groups, listening sessions, and in-language events. We will lead four in-person and one virtual event.

## TASK 3.4D: STAKEHOLDER MEETINGS

***Grant Application Task #12; Required Plan Component J***

The Toole Design Team will attend up to four one-hour stakeholder meetings with stakeholders including but not limited to the City Manager's Office, the Parks and Recreation Board, the Environmental Commission, the Carson Bicycle Coalition, and representatives from California State University Dominguez Hills (CSUDH). Our schedule assumes some stakeholder meetings will take place during Phase 1 of engagement (Fall 2025) and others during Phase 2, once the draft plan is available for review (Spring 2026). We will work with the City to determine the best strategy for distributing these meetings across the engagement process.

## TASK 3.4E: NEIGHBORHOOD WALKABOUTS

The Toole Design Team will conduct neighborhood walkabouts or door-knocking in the City's disadvantaged neighborhoods. During these walkabouts, our staff will spend at least two hours in each of the City's most disadvantaged neighborhoods, talking to residents, knocking on doors, and stopping people on the street. We will work with the City to identify other neighborhoods that are a priority for door to door engagement for a total of 10 two-hour walkabouts across the City. We will share information about the project and upcoming events, ask residents to complete the survey, and talk to them generally about their needs for and perceptions of bicycling in Carson. Neighborhoods that may be good candidates for walkabouts include: Carson Harbor Village, Centerview, and Galaxie West (northwest Carson); East of Avalon and Scottsdale (south Carson); and Lincoln Village (east Carson).

TASK 3 DELIVERABLES:

- Draft and final POP (Word Document, Excel)
- Ongoing PIO coordination
- Digital engagement (all deliverables include copy, graphics, Spanish translation, and translation to other languages upon request)
  - Project brand and template materials
  - Website and webpage landing page
  - Digital/social media engagement toolkit
  - Up to six (6) digital newsletters (quarterly Carson Report and Community Service Guide)
  - Draft and final survey and interactive map
  - Draft and final business survey
- In-person engagement (all events include supporting materials or presentations, outreach materials, Spanish language staff, and Tagalog interpretation at request)
  - Up to five (5) pop-ups at City events
  - Up to five (5) Phase 1 workshops/events
  - Up to five (5) Phase 2 workshops/events
  - Up to four (4) stakeholder meetings
  - Up to ten (10) two-hour neighborhood walkabouts
- Engagement summary technical memorandum (to be updated after Phase 1 and after Phase 2)
  - Includes survey analysis and summary results from in-person workshops and events (Word Document and photos, graphics, graphs, exhibits)

# TASK 4: PREPARE DRAFT BICYCLE MASTER PLAN

## TASK 4.1: GOALS, OBJECTIVES, AND POLICIES

***Grant Application Task #13***

We understand that the City has established the following goals as part of the CATCP: safety, connectivity, comfort, climate resilience, and equity. At the start of the project, we will work with City staff to draft new BMP goals, objectives and policies that align with previous planning work. These goals are intended to supplement the Circulation Element of the General Plan. We will support the City to refine or develop policies that take action on BMP goals, and that are aligned with key local, state, and national guidance such as National Association of City Transportation Officials (NACTO).

## TASK 4.2: ADMINISTRATIVE DRAFT PREPARATION

***Grant Application Task #14***
***Required Plan Components A-J, L, N, O***

The Toole Design Team will prepare an Administrative Draft Plan that contains all plan content, including draft conceptual designs for priority corridors. The Administrative Draft Plan will incorporate community input collected during Phase 1 of engagement. We will use a checklist to ensure that the Administrative Draft Plan meets the grant application requirements and the requirements documented in section 891.2 (a) through
(k) of the California Streets and Highways Code.

The purpose of the Administrative Draft Plan is for internal review by the Public Works Department. Toole Design will address all Public Works comments on the Administrative Draft Plan to develop a public-facing draft plan during Task 4.3.

### TASK 4.2.A: INTRODUCTORY AND BACKGROUND CONTENT (CHAPTER 1 – CHAPTER 3)

The Toole Design Team will prepare the introductory and background content for the BMP by summarizing key takeaways from Tasks 2, 3, and 4.1. This will include:

- Executive Summary
- Chapter 1: Plan Development and Community Engagement
- Chapter 2: Goals, Objectives, and Policies
- Chapter 3: Opportunities, Constraints, Gaps, and Priorities

### TASK 4.2.B: BIKE NETWORK RECOMMENDATIONS (CHAPTER 4)

***Grant Application Task #6; Required Plan Components C, D***

In Chapter 4, Toole Design will document a refined Recommended Bike Network that builds on the bike network developed during the CATCP. The chapter will document existing facilities, and recommendations for priority corridors and crossings; low-stress neighborhood connections; Class I trails on public easements; and priority locations for quick-build, traffic calming, and regional connections.

We recommend including early concept sketches for the priority corridors as part of the Administrative Draft Plan. This will allow us to refine the concept recommendations with Public Works staff, before rolling them out as part of the draft plan for public and stakeholder feedback.

### TASK 4.2.C: BIKE SUPPORTIVE FACILITIES (CHAPTER 5)

In Chapter 5, we will document recommendations for bike supportive facilities. We will use the feedback collected during Task 3.3b to map existing bike amenities like parking, showers, and lockers. We will map proposed locations for additional bike supportive amenities, with a focus on key community destinations and routes that align with the recommend network and LTN.

### TASK 4.2.D: POLICY, PROGRAM, AND PLAN TOOLKIT (CHAPTER 6)

Toole Design will develop a policy, program, and plan toolkit that provides implementation considerations for each topic. We recommend limiting the length of the toolkit (up to 20 pages) to ensure that it is user-friendly and focuses only on what the City can feasibly act on in the next five years. We recommend using Phase 1 of engagement to get community feedback about priority programs and narrowing the list of topics to the highest

priority programs (we recommend up to five).

For each selected topic, we will develop a two-to-four page spread documenting national best practices, considerations for implementation in Carson, and order-of-magnitude costs. Topics may include:

- Shared electric micromobility
- Mobility/bike hubs
- Safe Routes for Seniors
- Expanding the City's existing Safe Routes to School pilot program
- Ambassador programs, either for Safe Routes to School or Safe Routes for Seniors
- Bicycle wayfinding guidance
- Bike facility maintenance best practice
- Expanding the City's neighborhood traffic calming pilot
- Expanding the City's quick-build efforts, building on the Reclaiming our Streets Initiative

### TASK 4.2.E: COMPLETE STREETS FRAMEWORK (CHAPTER 7)

Early in the project process, Toole Design will work with the City to develop a Complete Streets evaluation framework. The framework will convert the City's existing Complete Streets and Green Streets policy into a Complete Streets checklist for evaluating conceptual design projects. During conceptual design (Task 4.3b), we will evaluate design alternatives using the checklist, reviewing Complete Streets factors like transit integration, feasibility for freight traffic/integration with truck routes, and pedestrian interactions.

Toole Design will develop up to six (6) Complete Streets illustrative graphics for key locations along the priority corridors. These graphics will be generalized concepts of typical Carson streets, such as commercial arterials, designed for inclusion in grant applications, to highlight the Green and Complete Streets elements of the proposed design treatments. They can also be used during community engagement to generate enthusiasm for preferred alternatives. Potential themes or graphic styles of the concepts will be shared with the City before development, ensuring what is created aligns with the needs of the City.

## TASK 4.3: DRAFT PLAN

### TASK 4.3A: DRAFT PLAN DOCUMENT

Toole Design will edit Chapters 1–7 of the Administrative Draft Plan based on one set of consolidated comments from City staff. We will produce a public-facing draft BMP in digital and printed formats (three hard copies).

### TASK 4.3B: CONCEPT DESIGNS

Toole Design will develop conceptual designs for up to eight priority corridors for use in grant applications. Early in the conceptual design process, we will develop cross-sections to illustrate design alternatives for each corridor. These will allow us to work with City staff to evaluate trade-offs and assess feasibility.

Cross-sections will show the proposed location of the bike route within the right-of-way in relation to the centerline, raised or painted median, travel lane(s), curb face or edge of pavement, and parkway.

Once alternatives are evaluated, we will develop plan sets for the preferred alternatives for each corridor. We will produce up to 30 concept plan design sheets with two viewports each on 22" x 34" title blocks at a 40 scale (scalable to half size 11" x 17" sheets). This calculates to approximately 12.5 miles of corridor treatments. We will work with the City to determine the locations and extents of the priority corridors so that the designs may be developed within the constraints of the project fee. As part of the RFP, the City indicated interest in new standard plans, details, and typical sections. We will work with the City to determine the specific deliverables for this task and what is feasible within the available budget. Development of standard details may be a good use of budget set aside for optional tasks, should those not be used during plan development.

### TASK 4.3C: COST OPINIONS AND FUNDING STRATEGY

Toole Design will develop conceptual-level construction cost opinions using the ATP or HSIP cost template as directed by the City. We will develop one cost opinion for each priority corridor based on the conceptual plans developed in Task 4.3b. The cost opinions will focus on high-cost and high-quantity items that have the most impact on overall project cost. Other bid items that have not yet been designed will be temporarily shown as lump sums, with a contingency included due to limited design information. The Toole Design Team will document all quantity takeoffs based upon the conceptual plans and assign costs using current unit

bid prices. Deliverables for this task include one cost opinion meeting with City staff, supporting documentation and methodology for establishing the cost opinions, and a funding strategy for priority corridors including key grant opportunities and considerations.

## TASK 4.4: DRAFT BICYCLE MASTER PLAN ROLLOUT

During Task 4.4, Toole Design will prepare a draft and final PowerPoint presentation for review by all stakeholders. The 10-minute presentation will provide an overview of the project, the plan goals, key recommendations, and concept designs for the priority corridors. We will use the same presentation for all meetings and will provide the presentation in advance for inclusion in staff reports or meeting agenda packets. Toole Design will create an Excel-based comment log to track comments received during the presentations. City staff will review the comment log, consolidate comments, and provide guidance to Toole Design on which comments should be addressed, resolving any conflicting comments if necessary. After all meetings and public engagement are completed, Toole Design will address all feedback on the draft plan at one time.

We will attend and present with each of the following stakeholders:

- City Manager's Office (Task 4.4a): one 10-minute presentation to introduce project, goals, significant recommendations, and concept designs intended for public display.
- Relevant Internal Stakeholders (e.g., Planning, Parks, Sustainability (Task 4.4b): up to three (3) 10-minute Department presentations to introduce the project, goals, its significant recommendations, and the concept designs intended for public display.
- Commissions (e.g., Planning, Parks, and Public Works Commissions (Task 4.4c): up to three (3) 10-minute presentations to introduce project, goals, its significant recommendations, and to encourage public attendance at upcoming public meetings to learn more.

TASK 4 DELIVERABLES:

- Goals, objectives, and policies technical memorandum
- Administrative Draft Plan (Word and PDFs for exhibits)
- Draft BMP (Word, PDF, three print copies)
- Draft concept designs for up to eight priority corridors
- Draft construction cost opinions (one per corridor) and funding strategy
- Up to seven (7) BMP rollout presentations
  - One presentation to City Manager's Office
  - Three presentations: Planning, Parks, and Public Works Departments
  - Three presentations: Planning, Parks, and Public Works Commissions

# TASK 5: FINAL BICYCLE MASTER PLAN

## TASK 5.1: MUNICIPAL CODE REVIEW AND GENERAL PLAN ANALYSIS

***Grant Application Task #16; Required Plan Component K***

The Toole Design Team will review the draft plan goals, objectives, and policies against relevant policies from the City's General Plan and relevant sections of the Carson Municipal Code. We will ensure that BMP goals, objectives, and policies are consistent with those in the General Plan, and if not, we will work with the City to identify whether the BMP goals, objectives, and policies should supersede the General Plan policies or be revised. Similarly, we will identify any potential adjustments to the Municipal Code to ensure that the code is up-to-date and supportive of the BMP. Toole Design will also provide sample language from other cities for consideration by the City Attorney's Office.

## TASK 5.2: FINAL PLAN

***Grant Application Task #17 Required Plan Components A-O***

The Toole Design Team will revise the draft plan based on feedback collected during public engagement, and comments from the City Manager's Office; the Planning, Parks, and Public Works Departments; and the Planning, Parks, and Public Works Commission. Our fee assumes that City of Carson staff will, where possible, consolidate and resolve disparate feedback to provide clear guidance to the Toole Design Team. We will provide the final plan as a digital PDF document and share eight printed copies. The version developed during Task 5.3 will be presented to City Council during Task 5.4.

## TASK 5.3: PLAN ADOPTION

***Grant Application Task #18; Required Plan Component P***

Toole Design will support the City to present the final BMP to the Carson City Council for resolution

approval and adoption. We will prepare a draft and final PowerPoint presentation and Staff Report and will attend the council meeting in-person. We can either present the plan to Council, or support City staff by being available to answer questions. After the hearing, we will incorporate all Council comments into the plan and will finalize the PDF plan document for publication.

## TASK 5.4: PUBLIC BIKE MAP

Toole Design has a full-service, in-house wayfinding and environmental graphic design team. Our designers produce beautiful, legible maps and graphics for a wide variety of audiences and uses. At the culmination of the BMP, we will develop an easy-to-read map of the City's bike routes. The map will be high resolution— designed to be printed, folded, and distributed to anyone looking to navigate Carson by bike. We will use ArcGIS to organize the underlaying data, and Adobe Illustrator for the symbology and illustrative visualizations. We will work with the City and the Chamber of Commerce to determine what content to display on the back of the map. Examples of back-side content might include information about bike safety, bikes on public transit, bike parking, bike laws, and local bike shops and repair stations. We will develop a content outline for one round of City review, and the map will undergo two rounds of City review to create the final product.

TASK 5 DELIVERABLES:

- Draft and final General Plan and Municipal Code review memorandum (Word Document)
- Final BMP (PDF File and eight hard copies)
- Draft and final City Council presentation (PowerPoint) and Staff Report (Word)
- Attendance and presentation at one City Council meeting
- Draft and final public bike map (Digital Vector File)

## TASK 6:

The following tasks include items that may be requested or needed by the City. Should these optional tasks not be needed during plan development, Toole Design will work with the City to determine the best use of those resources.

## TASK 6.1: ENVIRONMENTAL REVIEW

The Toole Design Team, led by the California Environmental Quality Act (CEQA) experts at Impact Sciences will support City staff to complete any required CEQA documentation. It is our understanding that the City is expecting a Categorical Exemption (CE) and that no Technical Studies will be necessary unless there are other elements that are not exempt. Our fee assumes that we will prepare an exemption for the BMP, in accordance with Senate Bill (SB) 288 and SB922 applicable to projects under $100M. We will prepare a memorandum for integration into the City Council staff report that documents the ways in which the BMP qualifies for a statutory exemption under California Public Resources Code (PRC) Section 21080.25(a)-(e). We will include any required exhibits, including but not limited to project area maps and planning-level cost opinions. We will work with the City to determine whether it is required or preferred to pursue alternative CEQA documentation such as a Negative Declaration, Mitigated Negative Declaration, or an addendum to the General Plan. Should a more complex level of documentation be required or desired, we will work with the City to determine cost and level of effort, possibly leveraging the budget set aside for Optional Tasks to cover the costs.

## TASK 6.2: GRANT APPLICATION SUPPORT

One opportunity is for Toole Design to support the City to develop grant application materials for the priory corridors, using the conceptual designs, Complete Streets visualizations, and data and community input collected during the BMP process. This may include review and material support for the City's grant application team.

## TASK 6.3: GRAPHICS, RENDERINGS, AND CONCEPT DESIGNS

Toole Design will develop graphics, renderings (e.g., photo morphs, visualizations, videos), and/or concept designs (e.g., plan view, cross section, isometric) as needed to support additional engagement initiatives, website updates, conceptual design, or other areas identified by the City.

TASK 6 DELIVERABLES

- Draft and final CEQA exemption memorandum
- Grant application support
- Supporting graphics and renderings
- Other deliverables to be determined

**EXHIBIT "B"**
**SPECIAL REQUIREMENTS**
**(Superseding Contract Boilerplate)**

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

**I. Section 1.1 (Scope of Services) of the Agreement is hereby amended to read in its entirety as follows:**

"1.1 Scope of Services.

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

**II. Section 1.8 (Additional Services) of the Agreement is hereby amended to read in its entirety as follows:**

"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."

**III. Section 2.3 (Reimbursable Expenses) of the Agreement is hereby amended to read in its entirety as follows:**

"2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. 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.~~"

**IV. Section 2.4 (Invoices) of the Agreement is hereby amended to read in its entirety as follows:**

"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)~~***thirty (30)*** 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. ***Should the City fail to make timely payment, Consultant reserves the right to stop work until payment is received.*** 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."

**V. Section 3.3 (Force Majeure) of the Agreement is hereby amended to read in its entirety as follows:**

"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 ***reasonable*** 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."

**VI. 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 ***eighteen (18) months*** ~~one (1) years~~ from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D")."

**VII. Section 4.1 (Representatives and Personnel of Consultation) of the Agreement is hereby amended to read in its entirety as follows:**

"4.1 Representatives and Personnel of Consultation.

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:

| | |
|---|---|
| (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. ***Approval shall not be unreasonably withheld.*** 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."

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

"4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, ***with the exception of the subcontractors identified in the immediately following sentence,*** 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. ***The subcontractors City has consented to are as follows:***

***i. Arellano Associates; and***

***ii. Impact Sciences.***

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."

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

"5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Consultant's insurance. 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, ***and*** 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, ***or*** 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, ***and*** 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."

**X. Section 5.3 (Indemnification) of the Agreement is hereby amended to read in its entirety as follows:**

"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 ***to the extent*** 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 ***to the extent*** arising from Consultant's or indemnitors' reckless or willful misconduct, or ***to the extent*** 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 ***reasonable*** 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 ***reasonable*** 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 ***to the extent*** 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. ***In the event this Agreement involves the performance of professional services by Consultant, Consultant's officers, employees, agents, or subcontractors, Consultant's costs to defend Indemnitees shall not exceed the Consultant's proportionate percentage of fault per Civil Code § 2782.8.***"

**XI. Section 6.1 (Records) of the Agreement is hereby amended to read in its entirety as follows:**

"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. ***Following prior notice to Consultant,*** ~~The~~***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."

**XII. Section 6.3 (Ownership of Documents) of the Agreement is hereby amended to read in its entirety as follows:**

"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. ***Ownership shall not extend to Consultant's underlying means and methods used to create work product. Additionally, any preexisting intellectual property contained within Consultant's deliverables thereto belonging to Consultant shall remain the property of Consultant unless otherwise indicated in the scope of services.*** 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."

**XIII. Section 6.4 (Confidentiality and Release of Information), Sub-Section (c), of the Agreement is hereby amended to read in its entirety as follows:**

"6.4 Confidentiality and Release of Information.

(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 ***reasonable*** attorneys fees, caused by or incurred as a result of Consultant's conduct."

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**XIV. Section 7.7 (Termination Prior to Expiration of Term) of the Agreement is hereby amended to read in its entirety as follows:**

"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~~ ***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."

**XV. Section 8.2 (Conflict of Interest) of the Agreement is hereby amended to read in its entirety as follows:**

"8.2 Conflict of Interest.

Consultant ~~covenants~~***certifies that, to the best of its knowledge, information and belief,*** 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."

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

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

**A.** Refer to Exhibit "C-1," Exhibit "C-2," Exhibit "C-3," Exhibit "C-4" while noting that Exhibit "C-3," Exhibit "C-4" and portions of Exhibit "C-1" reflect tasks and rates for subconsultant services.

**B.** Commencing 12 months following issuance of Notice to Proceed by City's Contract Officer, Consultant's direct labor costs will increase by 5%. However, this increase will not result in an increase of the Contract Sum which will remain unchanged.

**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 $851,948.52 as provided in Section 2.1 of this Agreement.**

# EXHIBIT "C-1"

**Carson Bike Master Plan**

*2/24/2025*

| Tasks | Toole Design | | | | | | | | | | | | | | | Arellano Associates | | | | | | | | Impact Sciences | | | | TOTAL HOURS |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | R. Pelayo PIC | A. Vest PM | A. Wood Strategic Advisor | J. Charzan Strategic Advisor | L.Singer-Berk DPM | W. Phelps Planning Lead | E. Alpe Engagement Lead | S.Rauwolf Design Lead | E. Fiore Code Review Lead | Project Planner/ Analyst | Project Engineer/ Designer | Engineer/ Designer | Graphic Designer | Total Hours | L. Herrera PM | K. Santiago Creative Lead | S. Tran Social Media Lead | N. Verduzco Sr. Tech Coord. | M.Medrando Sr. Proj. Coordinator | Project Coordinator | Assistant Project Coordinator | Total Hours | Managing Principal | Planner | Admin Asst. | Total Hours | |
| Task 1 - Project Management and Administration | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Task 1 Total Hours | 16 | 34 | 8 | 8 | 70 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 136 | 25 | 0 | 0 | 0 | 25 | 0 | 0 | 50 | 0 | 0 | 0 | 0 | 186 |
| Task 2 - Existing Conditions Analysis | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Task 2 Total Hours | 2 | 42 | 4 | 1 | 47 | 30 | 16 | 14 | 0 | 87 | 128 | 0 | 0 | 371 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 371 |
| Task 3 - Outreach and Engagement | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Task 3 Total Hours | 1 | 27 | 0 | 0 | 42 | 0 | 170 | 0 | 0 | 172 | 0 | 0 | 52 | 464 | 118 | 75 | 110 | 110 | 265 | 375 | 375 | 1428 | 0 | 0 | 0 | 0 | 1892 |
| Task 4 - Draft Bike Master Plan | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Task 4 Total Hours | 11 | 90 | 14 | 22 | 122 | 80 | 0 | 76 | 0 | 254 | 438 | 634 | 175 | 1916 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1916 |
| Task 5 - Final Bicycle Master Plan | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Task 5 Total Hours | 7 | 20 | 6 | 0 | 52 | 18 | 20 | 0 | 20 | 103 | 30 | 0 | 99 | 375 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 375 |
| Task 6 - Optional Tasks | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Task 6 Total Hours | 7 | 26 | 8 | 12 | 44 | 0 | 0 | 30 | 8 | 64 | 40 | 60 | 60 | 359 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 36 | 50 | 2 | 0 | 88 | 447 |
| Total Hours by Person | 44 | 239 | 40 | 43 | 377 | 128 | 206 | 120 | 28 | 690 | 636 | 694 | 386 | 3621 | 143 | 75 | 110 | 110 | 290 | 375 | 375 | 1478 | 36 | 50 | 2 | 0 | 88 | 5187 |

# EXHIBIT "C-2"

| RFP 24-024 Bicycle Master Plan (BMP) | | | | |
|---|---|---|---|---|
| Appendix "C"Professional ServicesCost/Price Summary | | | | |
| Name of Offeror/Contractor:<br>TDG Engineering, Inc. | | End-Item Deliverable:<br>City of Carson Bicycle Master Plan | | |
| Office Address:<br>742 South Hill Street, Suite 600, Los Angeles, CA 90014 | | | | |
| | | RFP#: 24-025 | | |
| **1. Direct Labor** | **Est. Hours** | **Rate Per Hour** | **Est. Cost** | **TOTAL** |
| Roger Pelayo, Principal in Charge | 44 | $ 94.76 | $ 4,169.44 | |
| Adam Vest, Project Manager | 239 | $ 98.45 | $ 23,529.55 | |
| Adam Wood, Strategic Advisor | 40 | $ 68.60 | $ 2,744.00 | |
| Jeremy Chrzan, Strategic Advisor | 43 | $ 91.40 | $ 3,930.20 | |
| Lila Singer-Berk, Deputy PM | 377 | $ 58.98 | $ 22,235.46 | |
| Wendy Pehlps, Planning Lead | 128 | $ 56.50 | $ 7,232.00 | |
| Erika Kulpa, Engagement Lead | 206 | $ 62.56 | $ 12,887.36 | |
| Sara Rauwolf, Design Lead | 120 | $ 64.07 | $ 7,688.40 | |
| Ellie Fiore, Code Review Lead | 28 | $ 90.02 | $ 2,520.56 | |
| Project Planner/Analyst | 680 | $ 54.41 | $ 36,998.80 | |
| Project Engineer/Designer | 636 | $ 58.31 | $ 37,085.16 | |
| Engineer/Designer | 694 | $ 48.39 | $ 33,582.66 | |
| Graphic Designer | 386 | $ 42.41 | $ 16,370.26 | |
| **5. TOTAL DIRECT LABOR HOURS** | **3621** | | **5. TOTAL DIRECT LABOR** | **$ 210,973.85** |
| **6. Labor Overhead (O/H)** | **O/H Rate** | **x Base** | **Est. Cost** | |
| | 175.46% | | $ 370,174.72 | |
| | | | **8. TOTAL LABOR OVERHEAD** | **$ 370,174.72** |
| **9. Direct Materials** | | | **Est. Cost** | |
| a. Purchase Parts | | | $ - | |
| b. Subcontracted Items | | | $ - | |
| | | | **13. TOTAL DIRECT MATERIAL** | **$ -** |
| **14. Equipment** | | **Unit Cost** | **Est. Cost** | |
| | | | **17. TOTAL EQUIPMENT** | **$ -** |
| **18. Subcontractors** | | | **Est. Cost** | |
| Arellano Associates | | | $ 153,003.93 | |
| Impact Sciences | | | $ 20,371.05 | |
| | | | **22. TOTAL SUBCONTRACTORS** | **$ 173,374.98** |
| | | | **23. TOTAL BURDENED COST (add lines 5, 8, 13, 17, 22)** | **$ 754,523.55** |
| **24. Other Direct Costs** | | | **Est. Cost** | |
| Printing and Reproduction | | | $ 9,000.00 | |
| Engagement Materials and Supplies | | | $ 3,000.00 | |
| Engagement Translation and Interpretation | | | $ 9,000.00 | |
| Traffic Counts | | | $ 10,000.00 | |
| | | | **28. TOTAL OTHER DIRECT COSTS** | **$ 31,000.00** |
| **29. Travel** | | | **Est. Cost** | |
| a. Transportation | | | $ 6,800.00 | |
| b. Per Diem or Subsistence | | | $ 1,132.85 | |
| | | | **32. TOTAL TRAVEL** | **$ 7,932.85** |

| 33. General and Administrative Expense | | Rate % | % x Line 23 | Est. Cost | |
|---|---|---|---|---|---|
| | | 0.05% | | $ 377.26 | |
| | | | | 35. TOTAL GENERAL AND ADMINISTARTIVE EXPENSE | $ 377.26 |
| | | | | 36. TOTAL ESTIMATED COSTS (Total lines 23, 28, 32, 35) | $ 793,833.66 |
| 37. Profit/ Fee | Total Labor and Overhead (line 5 + line 8) | Rate % | % x Total Labor and Overhead | | |
| | $ 581,148.57 | 10.00% | $ 58,114.86 | | |
| | | | | 39. TOTAL FEE | $ 58,114.86 |
| | | | | 40. TOTAL ESTIMATED PRICE (Total of Lines 36 and 39) | $ 851,948.52 |

| 41 | Milestone/ Task Number | Milestone / Task | Hours | Payment Amount | |
|---|---|---|---|---|---|
| | 1 | Project Management and Administration | 136 | $77,139.86 | |
| | 2 | Existing Conditions Analysis | 371 | $70,491.05 | |
| | 3 | Outreach and Engagement | 464 | $229,154.49 | |
| | 4 | Draft Bicycle Master Plan | 1916 | $324,131.12 | |
| | 5 | Final Bicycle Master Plan | 375 | $65,880.78 | |
| | 6 | Optional Tasks | 359 | $85,151.22 | |
| | | | | **45. TOTAL MILESTONES/TASKS (Must Equal line 40)** | **$851,948.52** |

# EXHIBIT "C-3"

| RFP 24-024 Bicycle Master Plan (BMP) | | | | |
|---|---|---|---|---|
| Appendix "C"Professional ServicesCost/Price Summary | | | | |
| Name of Offeror/Contractor:<br>Arellano Associates | | End-Item Deliverable:<br>City of Carson Bicycle Master Plan | | |
| Office Address:<br>5851 Pine Avenue, Suite A, Chino Hills, CA 91709 | | | | |
| | | RFP#: 24-025 | | |
| **1. Direct Labor** | **Est. Hours** | **Rate Per Hour** | **Est. Cost** | **TOTAL** |
| L. Herrera, Project Manager | 143 | $ 70.00 | $ 10,010.00 | |
| K. Santiago, Creative Lead | 75 | $ 55.00 | $ 4,125.00 | |
| S. Tran, Social Media Lead | 110 | $ 50.00 | $ 5,500.00 | |
| N. Verduzco, Sr. Technical Coordinator | 110 | $ 49.00 | $ 5,390.00 | |
| X. Medrando, Sr. Project Coordinator | 290 | $ 42.00 | $ 12,180.00 | |
| Project Coordinator | 375 | $ 37.00 | $ 13,875.00 | |
| Assistant Project Coordinator | 375 | $ 27.00 | $ 10,125.00 | |
| | | | $ - | |
| | | | $ - | |
| **5. TOTAL DIRECT LABOR HOURS** | **1478** | | **5. TOTAL DIRECT LABOR** | **$ 61,205.00** |
| **6. Labor Overhead (O/H)** | **O/H Rate** | **x Base** | **Est. Cost** | |
| | 127.26% | | $ 77,889.48 | |
| | | | **8. TOTAL LABOR OVERHEAD** | **$ 77,889.48** |
| **9. Direct Materials** | | | **Est. Cost** | |
| a. Purchase Parts | | | | |
| b. Subcontracted Items | | | | |
| c. Other | | | | |
| | | | **13. TOTAL DIRECT MATERIAL** | **$ -** |
| **14. Equipment** | | **Unit Cost** | **Est. Cost** | |
| | | | $ - | |
| | | | **17. TOTAL EQUIPMENT** | **$ -** |
| **18. Subcontractors** | | | **Est. Cost** | |
| | | | | |
| | | | **22. TOTAL SUBCONTRACTORS** | **$ -** |
| | | | **23. TOTAL BURDENED COST (add lines 5, 8, 13, 17, 22)** | **$ 139,094.48** |
| **24. Other Direct Costs** | | | **Est. Cost** | |
| Printing and Reproduction | | | $ 3,000.00 | |
| Engagement Materials and Supplies | | | $ 3,000.00 | |
| Engagement Translation and Interpretation | | | $ 8,997.54 | |
| Traffic Counts | | | | |
| | | | **28. TOTAL OTHER DIRECT COSTS** | **$ 14,997.54** |
| **29. Travel** | | | **Est. Cost** | |
| a. Transportation | | | $ 1,600.00 | |
| b. Per Diem or Subsistence | | | | |
| | | | **32. TOTAL TRAVEL** | **$ 1,600.00** |
| **33. General and Administrative Expense** | **Rate %** | **% x Line 23** | **Est. Cost** | |
| | 0.00% | | $ - | |
| | | | **35. TOTAL GENERAL AND ADMINISTARTIVE EXPENSE** | **$ -** |

| | | | | |
|---|---|---|---|---|
| | | | 36. TOTAL ESTIMATED COSTS (Total lines 23, 28, 32, 35) | $ 155,692.02 |
| 37. Profit/ Fee | Total Labor and Overhead (line 5 + line 8) | Rate % | % x Total Labor and Overhead | |
| | $ 139,094.48 | 10.00% | $ 13,909.45 | |
| | | | 39. TOTAL FEE | $ 13,909.45 |
| | | | 40. TOTAL ESTIMATED PRICE (Total of Lines 36 and 39) | $ 169,601.47 |

| 41 | Milestone/ Task Number | Milestone / Task | Hours | Payment Amount | |
|---|---|---|---|---|---|
| | 1 | Project Management and Administration | 50 | $23,599.50 | |
| | 2 | Existing Conditions Analysis | 0 | | |
| | 3 | Outreach and Engagement | 1428 | $146,001.97 | |
| | 4 | Draft Bicycle Master Plan | 0 | | |
| | 5 | Final Bicycle Master Plan | 0 | | |
| | 6 | Optional Tasks | 0 | | |
| **45. TOTAL MILESTONES/TASKS (Must Equal line 40)** | | | | | **$169,601.47** |

# EXHIBIT "C-4"

| RFP 24-024 Bicycle Master Plan (BMP) | | | | |
|---|---|---|---|---|
| Appendix "C"Professional ServicesCost/Price Summary | | | | |
| Name of Offeror/Contractor:<br>Impact Sciences | | End-Item Deliverable:<br>City of Carson Bicycle Master Plan | | |
| Office Address:<br>811 W 7th Street, Suite 200, Los Angeles, CA 90017 | | | | |
| | | RFP#: 24-025 | | |
| **1. Direct Labor** | **Est. Hours** | **Rate Per Hour** | **Est. Cost** | **TOTAL** |
| Managing Principal | 36 | $ 96.15 | $ 3,461.40 | |
| Planner | 50 | $ 44.42 | $ 2,221.00 | |
| Admin. Assistant | 2 | $ 60.00 | $ 120.00 | |
| | | | $ - | |
| | | | $ - | |
| | | | $ - | |
| | | | $ - | |
| **5. TOTAL DIRECT LABOR HOURS** | **88** | | **5. TOTAL DIRECT LABOR** | **$ 5,802.40** |
| **6. Labor Overhead (O/H)** | **O/H Rate** | **x Base** | **Est. Cost** | |
| | 210.69% | | $ 12,225.08 | |
| | | | **8. TOTAL LABOR OVERHEAD** | **$ 12,225.08** |
| **9. Direct Materials** | | | **Est. Cost** | |
| a. Purchase Parts | | | $ - | |
| b. Subcontracted Items | | | $ - | |
| c. Other | | | $ - | |
| | | | **13. TOTAL DIRECT MATERIAL** | **$ -** |
| **14. Equipment** | | **Unit Cost** | **Est. Cost** | |
| | | | $ - | |
| | | | $ - | |
| | | | **17. TOTAL EQUIPMENT** | **$ -** |
| **18. Subcontractors** | | | **Est. Cost** | |
| | | | | |
| | | | | |
| | | | **22. TOTAL SUBCONTRACTORS** | **$ -** |
| | | | **23. TOTAL BURDENED COST (add lines 5, 8, 13, 17, 22)** | **$ 18,027.48** |
| **24. Other Direct Costs** | | | **Est. Cost** | |
| Printing and Reproduction | | | | |
| Engagement Materials and Supplies | | | | |
| Engagement Translation and Interpretation | | | | |
| Traffic Counts | | | | |
| | | | **28. TOTAL OTHER DIRECT COSTS** | **$ -** |
| **29. Travel** | | | **Est. Cost** | |
| a. Transportation | | | $ 400.00 | |
| b. Per Diem or Subsistence | | | | |
| | | | **32. TOTAL TRAVEL** | **$ 400.00** |
| **33. General and Administrative Expense** | **Rate %** | **% x Line 23** | **Est. Cost** | |
| | 3.00% | | $ 540.82 | |
| | | | **35. TOTAL GENERAL AND ADMINISTARTIVE EXPENSE** | **$ 540.82** |

| | | | | |
|---|---|---|---|---|
| | | | 36. TOTAL ESTIMATED COSTS (Total lines 23, 28, 32, 35) | $ 18,968.30 |
| 37. Profit/ Fee | Total Labor and Overhead (line 5 + line 8) | Rate % | % x Total Labor and Overhead | |
| | $ 18,027.48 | 10.00% | $ 1,802.75 | |
| | | | 39. TOTAL FEE | $ 1,802.75 |
| | | | 40. TOTAL ESTIMATED PRICE (Total of Lines 36 and 39) | $ 20,771.05 |

| 41 | Milestone/ Task Number | Milestone / Task | Hours | Payment Amount | |
|---|---|---|---|---|---|
| | 1 | Project Management and Administration | | $400.00 | |
| | 2 | Existing Conditions Analysis | | | |
| | 3 | Outreach and Engagement | | $20,371.05 | |
| | 4 | Draft Bicycle Master Plan | | | |
| | 5 | Final Bicycle Master Plan | | | |
| | 6 | Optional Tasks | 88 | | |
| | | | | **45. TOTAL MILESTONES/TASKS (Must Equal line 40)** | **$20,771.05** |

**EXHIBIT "D"**
**SCHEDULE OF PERFORMANCE**

**I. Consultant shall perform the below services within 18 months following Notice to Proceed issued by City's Contract Officer:**

| Milestone/ Task Number | Milestone / Task |
|---|---|
| 1 | Project Management and Administration |
| 2 | Existing Conditions Analysis |
| 3 | Outreach and Engagement |
| 4 | Draft Bicycle Master Plan |
| 5 | Final Bicycle Master Plan |
| 6 | Optional Tasks |

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

**RESOLUTION NO. 25-034**

**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 (FY24-25) 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 FY2024-25 budget; and

**WHEREAS**, the City Council has determined it necessary to amend the FY2024-25 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 FY2024-25 budget.

| Account | Description | Increase/(Decrease) |
|---|---|---|
| 220-80-820-904-8019-PW1785 | Bus/Bike Lane & Related CIP | $897,000 |
| | | |
| | | |
| | | |
| | | |

**Section 2.** The City Clerk shall certify to the adoption of this resolution and shall keep a copy of this resolution attached to the FY2024-25 budget on file, and effective as of March 18, 2025 the same shall be in force and effect.

PASSED, APPROVED, AND ADOPTED this 18th day of March, 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. 25-034 adopted by the City of Carson City Council at its meeting held on March 18, 2025, by the following vote:

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

_____

Dr. Khaleah K. Bradshaw, City Clerk

| | |
|---|---|
| **PROGRAM SUPPLEMENT NO.** 00000A522<br>**to**<br>**ADMINISTERING AGENCY-STATE AGREEMENT**<br>**FOR STATE FUNDED PROJECTS NO** 07-5403S21 | **Adv. Project ID**<br>0724000172<br>**Date:** April 15, 2024<br>**Location:** 07-LA-0-CRSN<br>**Project Number:** ATPLNI-5403(031)<br>**E.A. Number:**<br>**Locode:** 5403 |

This Program Supplement, effective 03/22/2024, hereby adopts and incorporates into the Administering Agency-State Agreement No. 07-5403S21 for State Funded Projects which was entered into between the ADMINISTERING AGENCY and the STATE with an effective date of 6/12/24 and is subject to all the terms and conditions thereof. This PROGRAM SUPPLEMENT is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. 24-040 approved by the ADMINISTERING AGENCY on 5/22/2024 (See copy attached).

The ADMINISTERING AGENCY further stipulates that as a condition to the payment by the State of any funds derived from sources noted below encumbered to this project, Administering Agency accepts and will comply with the Special Covenants and remarks set forth on the following pages.

**PROJECT LOCATION:** With 18.7 sq miles of grid street networks (including California State University, Dominguez Hills), connecting Carson's communities can enable widespread mode shifts to bicycling.

**TYPE OF WORK:** Master Bicycle Plan will serve as an informative guide when developing a framework that improves the **LENGTH:** 0.0(MILES)

| Estimated Cost | State Funds | | Matching Funds | | |
|---|---|---|---|---|---|
| | STATE | $897,000.00 | LOCAL | | OTHER |
| $897,000.00 | | | $0.00 | | $0.00 |

**CITY OF CARSON**

**By** Lucie D. Holmes

**Title** MAYOR

**Date** 6/4/24

**Attest** L. Bradshaw

**STATE OF CALIFORNIA**
**Department of Transportation**

**By** Tou Vg

For **Chief, Office of Project Implementation**
**Division of Local Assistance**

**Date** 06/12/2024

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

**Accounting Officer** Jennie Yee **Date** 4/15/2024 $897,000.00

## SPECIAL COVENANTS OR REMARKS

1. A. This PROJECT will be administered in accordance with the applicable CTC STIP guidelines and the Active Transportation Program guidelines as adopted or amended, the Local Assistance Procedures Manual (LAPM), the Local Assistance Program Guidelines (LAPG), and this PROGRAM SUPPLEMENT.

B. This PROJECT is programmed to receive State funds from the Active Transportation Program (ATP). Funding may be provided under one or more components. A component(s) specific fund allocation is required, in addition to other requirements, before reimbursable work can occur for the component(s) identified. Each allocation will be assigned an effective date and identify the amount of funds allocated per component(s).

This PROGRAM SUPPLEMENT has been prepared to allow reimbursement of eligible PROJECT expenditures for the component(s) allocated. Unless otherwise determined, the effective date of the component specific allocation will constitute the start of reimbursable expenditures.

C. STATE and ADMINISTERING AGENCY agree that any additional funds made available by future allocations will be encumbered on this PROJECT by use of a STATE-approved Allocation Letter and STATE Finance Letter. ADMINISTERING AGENCY agrees that STATE funds available for reimbursement will be limited to the amount allocated by the California Transportation Commission (CTC) and/or the STATE.

D. Upon ADMINISTERING AGENCY request, the CTC and/or STATE may approve supplementary allocations, time extensions, and fund transfers between components. Funds transferred between allocated project components retain their original timely use of funds deadlines, but an approved time extension will revise the timely use of funds criteria for the component(s) and allocation(s) requested. Approved supplementary allocations, time extensions, and fund transfers between components made after the execution of this PROGRAM SUPPLEMENT will be documented and considered subject to the terms and conditions thereof.
Documentation will consist of a STATE approved Allocation Letter, Fund Transfer Letter, Time Extension Letter, and Finance Letter, as appropriate.

E. This PROJECT is subject to the timely use of funds provisions enacted by the Active Transportation Program guidelines, as adopted or amended, and by approved CTC and State procedures as outlined below.

Funds allocated for the environmental & permits (E&P), plan specifications & estimate (PS&E), and right-of-way components are available for expenditure until the end of the second fiscal year following the year in which the funds were allocated.

## SPECIAL COVENANTS OR REMARKS

Funds allocated for the construction component are subject to an award deadline and contract completion deadline. ADMINISTERING AGENCY agrees to award the contract within 6 months of the construction fund allocation and to complete and accept the construction within 36 months of award.

F. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer immediately after project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract. Failure to do so will cause a delay in the State processing of invoices for the construction phase.

G. The ADMINISTERING AGENCY shall invoice STATE for environmental & permits (E&P), plans specifications & estimate (PS&E), and right-of-way costs no later than 180 days after the end of last eligible fiscal year of expenditure. For construction costs, the ADMINISTERING AGENCY has 180 days after project completion or contract acceptance to make the final payment to the contractor prepare the final Report of Expenditures and final invoice, and submit to STATE for verification and payment.

H. ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current LAPM and the Active Transportation Program (ATP) Guidelines.

I. ADMINISTERING AGENCY indirect costs, as defined in 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards, to be claimed must be allocated in accordance with an Indirect Cost Allocation Plan (ICAP), submitted, reviewed, and approved in accordance with Caltrans Audits and Investigations requirements which may be accessed at: www.dot.ca.gov/hq/audits/.

ADMINISTERING AGENCY agrees to comply with, and require all sub-recipients and project sponsors to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards, and all applicable Federal and State laws and regulations.

ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., and all applicable Federal and State laws and regulations, shall be used to determine the allowability of individual PROJECT cost items.

Any Fund expenditures for costs for which ADMINISTERING AGENCY has received

## SPECIAL COVENANTS OR REMARKS

payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, or 48 CFR, Chapter 1, Part 3, are subject to repayment by ADMINISTERING AGENCY to STATE. Should ADMINISTERING AGENCY fail to reimburse Funds due STATE within 30 days of demand, or within such other period as may be agreed in writing between the Parties hereto, STATE is authorized to intercept and withhold future payments due ADMINISTERING AGENCY from STATE or any third-party source, including, but not limited to, the State Treasurer, the State Controller, and the California Transportation Commission.

J. By executing this PROGRAM SUPPLEMENT, ADMINISTERING AGENCY agrees to comply with all reporting requirements in accordance with the Active Transportation Program guidelines, as adopted or amended.

K. This PROJECT has received funds from Active Transportation Program (ATP). The ADMINISTERING AGENCY agrees to administer the project in accordance with the CTC Adopted SB1 Accountability and Transparency Guidelines.

2. The ADMINISTERING AGENCY shall construct the PROJECT in accordance with the scope of work presented in the application and approved by the California Transportation Commission. Any changes to the approved PROJECT scope without the prior expressed approval of the California Transportation Commission are ineligible for reimbursement and may result in the entire PROJECT becoming ineligible for reimbursement.

**RESOLUTION NO. 24-040**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, APPROVING PROGRAM SUPPLEMENT NO. A522 TO ADMINISTERING AGENCY- STATE AGREEMENT FOR STATE-FUNDED PROJECTS NO. 07-5403S21 FOR THE CONSTRUCTION - NON-INFRASTRUCTURE PHASE OF FEDERAL PROJECT NO. ATPLNI-5403(031): MASTER BICYCLE PLAN**

**WHEREAS,** Caltrans and the City of Carson ("City") are required by the Federal Highway Administration to execute a Program Supplement Agreement to the Master Agreement Administering Agency-State Agreement State-Funded Projects (Agreement No. 07-5403S21) for Project No. 1785: Master Bicycle Plan.

**WHEREAS,** Program Supplement No. A522 to Administering Agency-State Agreement for State Funded Projects No. 07-5403S21 will permit the City to be reimbursed as specified in the agreement with Active Transportation Non-Infrastructure Program (ATPNI) state fund money for the preparation of Carson's Master Bicycle Plan.

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

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

**Section 2. Approval of Program Supplement Agreement.** The City Council hereby approves the Program Supplement No. A522 to Administering Agency-State Agreement for State Funded Projects No. 07-5403S21 and authorizes the Mayor to execute this Resolution.

**Section 3. Further Acts.** The City Manager, Director of Public Works and City Clerk are hereby authorized and directed to execute such other documents and certificates, and to perform such other acts and deeds, as may be necessary or convenient to effect the purposes of this Resolution and the transactions herein authorized.

**Section 4. Severability.** The City Council declares that, should any provision, section, paragraph, sentence or word of this Resolution be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this Resolution as hereby adopted shall remain in full force and effect.

**Section 5. Certification.** The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

**Section 6. Effective Date.** This Resolution shall be effective immediately upon its adoption.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

PASSED, APPROVED, AND ADOPTED this 22nd day of May 2024.

APPROVED AS TO FORM:

Sunny K. Soltani, City Attorney

CITY OF CARSON:

Lula Davis-Holmes, Mayor

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

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

I, Dr. Khaleah K. Bradshaw, City Clerk of the City of Carson, California, hereby attest to and certify that the foregoing resolution, being Resolution No. 24-040 adopted by the City of Carson City Council at its meeting held on May 22, 2024, by the following vote:

AYES: COUNCIL MEMBERS: Davis-Holmes, Hilton, Dear, Hicks, Rojas
NOES: COUNCIL MEMBERS: None
ABSTAIN: COUNCIL MEMBERS: None
ABSENT: COUNCIL MEMBERS: None

Dr. Khaleah K. Bradshaw, City Clerk

# Report to Honorable Mayor and City Council

Tuesday, March 18, 2025, 5:00 PM

SPECIAL ORDERS OF THE DAY 28.

To: Honorable Mayor and City Council

From: Duane Cobb, Housing Analyst CM/Housing CMO Housing & Neighborhood

Subject: PUBLIC HEARING ON THE 2025-2029 HOUSING AND URBAN DEVELOPMENT (HUD) FIVE-YEAR CONSOLIDATED PLAN, 2025-2029 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ANNUAL ACTION PLAN (AAP)

## I. SUMMARY

The City of Carson, as a recipient of Community Development Block Grant funding from the federal government, is required to prepare a Five-Year Consolidated Plan and an Annual Action Plan for the use of those resources. This public hearing is an opportunity to elicit public input into the development of these related documents.

The Consolidated Plan is a five-year planning document that identifies needs within low- to moderate-income (LMI) communities and outlines how the City will address those needs. Ultimately, it guides investments and helps achieve HUD's mission of providing decent housing, creating suitable living environments, and expanding economic opportunities for LMI populations. Jurisdictions participating in any of the following HUD funding programs must submit a Consolidated Plan every five years:

- Community Development Block Grants (CDBG) – CDBG is a flexible federal funding source that can be used for both housing and non-housing activities, including neighborhood revitalization, workforce and economic development, community and nonprofit facilities, and infrastructure and public services in LMI communities.
- HOME Investment Partnerships (HOME) – HOME is used for building, acquiring, and rehabilitating affordable housing for rent and homeownership. It may also be used for direct rental assistance to low-income residents.
- Emergency Solutions Grants (ESG) – ESG funds programs and services supporting people experiencing homelessness. This includes operating shelters, providing essential services to shelter residents, administering rapid rehousing programs, and delivering homelessness prevention services.
- Housing Opportunities for Persons with AIDS (HOPWA) – HOPWA supports low-income people living with HIV/AIDS and their families by providing affordable housing opportunities.

## II. RECOMMENDATION

TAKE the following actions:

1. OPEN the public hearing, TAKE public testimony, and CONTINUE the Public Hearing until May 6, 2025.
2. ALLOCATE CDBG funding for FY 2025/26 (Planning Year 2025).
3. AUTHORIZE the Mayor to execute agreements with the public service providers as designated by City Council following negotiation and approval as to form by the City Attorney.

4. APPROVE the proposed FY 2025/26 (FY2025) CDBG budget.
5. APPROVE the submission of the City's 2025-2029 Five-Year Consolidated Plan, 2025-2026 Annual Action Plan, and Citizen Participation Plan to the U. S. Department of Housing and Urban Development.

## III. ALTERNATIVES

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

## IV. BACKGROUND

The City of Carson has been a recipient of Community Development Block Grant (CDBG) funds from the United States Department of Housing and Urban Development (HUD), under the Housing and Community Development Act of 1974, as amended, each year since the act was enacted. CDBG funding can be used for projects and programs primarily benefiting persons of low and moderate income.

Guidelines established by HUD for jurisdictions participating in its formula grant programs, including CDBG, as found in Title 24 CFR (Code of Federal Regulations) Part 91 and Part 570, mandate the preparation and submission of a Consolidated Plan (ConPlan) every five years, and an Annual Action Plan (AAP) each year. The ConPlan can be viewed as a strategic plan for the use of CDBG funds as well as other resources that the City devotes toward the achievement of similar objectives over a five-year period, with the AAP constituting the annual update of that strategy. HUD will evaluate the ConPlan and AAP against three basic objectives for the CDBG program:

- Provision of decent housing,
- Provision of a suitable living environment, and
- Provision of expanded economic opportunities.

Essentially, a ConPlan consists of the following components:

- Consultations with public and private agencies regarding housing and non-housing issues;
- A housing and market analysis describing the City's demographics, housing and facilities and services for the homeless as well as non homeless persons with special needs;
- Assessment of housing and non-housing community development needs of the City; and
- Five-year strategies for such issues as affordable housing and homelessness, non-housing community development, and housing.

It is estimated that HUD will allocate the City $660,108.00 in CDBG entitlement funding for Program Year 2025 (City Fiscal Year 2025/26). The City's most recent ConPlan was submitted in 2020 and covers CDBG Program Years 2020 through 2024 (encompassing the period beginning July 1, 2020, and ending June 30, 2024). The City must now submit to HUD a new ConPlan for Program Years 2025 through 2029 (encompassing the period beginning July 1, 2025, and ending June 30, 2029). As it has done each year, the City must also submit an AAP for Program Year 2025 (the period beginning July 1, 2025, and ending June 30, 2026), which, as the first year of the ConPlan cycle, will be included as part of the ConPlan. The ConPlan was prepared with the assistance of a consulting firm, RSG Solutions, Inc.

The HUD regulations regarding ConPlans and AAPs mandate a citizen participation and public review process. This includes a minimum of two public hearings prior to the submission of a ConPlan or an AAP. City staff and RSG Solutions, Inc. convened two public input sessions on the ConPlan and AAP; a virtual community input meeting on January 15, 2025, and an in-person community input meeting January 27, 2025.

Drafts of the ConPlan and AAP were made available on March 4, 2025, with public hearing taking place on March 18, 2025. Subsequently, the drafts are then subjected to a HUD-mandated 30-day public review and comment period which begins on March 19, 2025, and concludes on April 21, 2025.

CDBG Process

Each year, considerable public interest is devoted to the allocation of CDBG funds for eligible community public services. Per CDBG regulations, this funding is restricted to no more than 15% of the annual entitlement allocation (that is, $99,016.20 for FY 2025-2026).

To qualify as a Community Development Block Grant (CDBG) subrecipient in the City of Carson, an organization must meet specific eligibility requirements in accordance with HUD regulations (24 CFR Part 570) and local CDBG program guidelines. Eligible subrecipients include private nonprofit organizations (501(c)(3)), public agencies, and certain for-profit entities that provide eligible public services benefiting low- and moderate-income (LMI) residents or addressing urgent community development needs. Staff notified over twenty organizations, including some based locally in Carson, regarding the application process and relevant deadline.

As stated in the Notice of Funding Availability (NOFA) documents that were disseminated as part of the program application, HUD requires that public service organizations shall not target or serve any single ethnic population. Discrimination of any kind in the rendering of public services shall be cause for the rejection of a proposal. Organizations whose primary purpose is to benefit members of a particular ethnic group are not prohibited from applying for CDBG funds, but the program for which CDBG funds are sought must be open to persons outside that ethnic group. Religious or faith-based organizations are advised that Federal funding may not be used to support any religious activities or religious influence in the delivery of public services.

Additionally, any organization that applies to be considered for funding are required to demonstrate financial and administrative capacity to manage federal funds, maintain compliance with HUD reporting and monitoring requirements, and adhere to federal regulations, including OMB's Uniform Guidance (2 CFR Part 200). Additionally, subrecipients must provide a measurable public benefit to the community at large, ensure non-discriminatory service delivery, and document that at least 51% of program beneficiaries meet HUD's LMI criteria. Compliance with environmental reviews, Section 504 (disability accessibility), and Section 3 (economic opportunities for low-income individuals) is also required. Applicants must submit a detailed program proposal, budget, organizational history, proof of nonprofit status (if applicable), and evidence of insurance coverage to be considered for funding.

Also, the following criteria were used in evaluating requests for public service funding:

- The organization is viable, stable, and exhibits the administrative capacity to successfully complete a project history and performance including findings and/or corrections.
- The service directly benefits extremely low, low, and moderate income Carson residents.
- The organization has a process in place to measure the amount of assistance provided to Carson residents.
- The service will not duplicate or overlap an existing service.
- The organization has other sources of funding to match or supplement the City's CDBG funding.
- The CDBG funding provided will be used for client services, not on-going administrative expenses.

A request for proposals (RFP) for public service providers was issued on January 14, 2025, with a response deadline of February 3, 2025. That RFP generated four responses, from the following entities:

Public Service Requests FY 2025/26

- Fair Housing Foundation has requested $36,627.00
- Housing Rights Center has requested $34,977.00
- Boys & Girls Club of Carson has requested $40,000.00
- Venice Family Clinic has requested $20,000.00

Staff is recommending meeting the requested amounts for Boys & Girls Club of Carson and Venice Family Clinic

Staff recommends selecting the Housing Rights Center (HRC) as the Fair Housing provider for Public Service FY 2025/26. This recommendation is based on HRC's expanded availability of in-person walk-in clinics, ensuring greater accessibility for Carson constituents who prefer direct, face-to-face assistance over online consultations. Additionally, HRC offers in-house legal services, enhanced referral resources, and dedicated staff support for both tenants and property owners, providing a higher level of comprehensive fair housing assistance.

The draft ConPlan issued for public review and comment (Exhibit No. 1) includes the recommended Program Year 2025-2026 AAP allocations. The CDBG Program Year 2025-2026 Action Plan is also included as part of Exhibit No. 1. These services are critical in assisting the City in fulfilling the aforementioned mandate to affirmatively further fair housing, and in executing the Citizen Participation Plan (Exhibit No. 2).

Exhibit No. 3 (Proposed Project Summary Table) is a capsule summary of the funding requests and Exhibit No. 4 (2025-2026 CDBG Estimated Public Service Allocations) details Public Service requests and recommended allocations.

## V. FISCAL IMPACT

The proposed action would allocate the FY 2025-2026 estimated grant of $660,108.00.

No impact to the General Fund is anticipated.

## VI. EXHIBITS

1. Draft 2025-2029 Five-Year Consolidated Plan (pg. 4-132) and CDBG Program Year 2025-2026 Action Plan (pg. 133-159)
2. Draft Citizen Participation Plan
3. 2025-2026 CDBG Proposed Project Summary Table
4. 2025-2026 CDBG Estimated Public Service Allocations

**Attachments**

Carson 2025-2029 Consolidated Plan and Program Year 2025 Action Plan
Draft Citizen Participation Plan
2025-2026 CDBG Proposed Project Summary Table
2025-2026 CDBG Estimated Public Service Allocations

# City of Carson

## 2025-2029 Consolidated Plan and
## 2025-2026 Annual Plan

DRAFT

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# Executive Summary

## ES-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

### 1. Introduction

As an entitlement jurisdiction under the U.S. Department of Housing and Urban Development (HUD), the City of Carson (City) receives federal funds in proportion to its population size, concentration of poverty, and other socioeconomic and demographic data. To remain eligible for these funds, the City is required to submit a Consolidated Plan to HUD every five years. This document serves as Carson's Consolidated Plan for the 2025 to 2029 Program Years.

The Consolidated Plan is a five-year planning document that identifies needs within low- to moderate-income (LMI) communities and outlines how the City will address those needs. Ultimately, it guides investments and helps achieve HUD's mission of providing decent housing, creating suitable living environments, and expanding economic opportunities for LMI populations. Jurisdictions participating in any of the following HUD funding programs must submit a Consolidated Plan every five years:

- Community Development Block Grants (CDBG) – CDBG is a flexible federal funding source that can be used for both housing and non-housing activities, including neighborhood revitalization, workforce and economic development, community and nonprofit facilities, and infrastructure and public services in LMI communities.
- HOME Investment Partnerships (HOME) – HOME is used for building, acquiring, and rehabilitating affordable housing for rent and homeownership. It may also be used for direct rental assistance to low-income residents.
- Emergency Solutions Grants (ESG) – ESG funds programs and services supporting people experiencing homelessness. This includes operating shelters, providing essential services to shelter residents, administering rapid rehousing programs, and delivering homelessness prevention services.
- Housing Opportunities for Persons with AIDS (HOPWA) – HOPWA supports low-income people living with HIV/AIDS and their families by providing affordable housing opportunities.

The City of Carson directly receives CDBG funding. The City anticipates receiving approximately $660,108 in CDBG funds annually over the next five program years, or $3,300,540 total.

As the lead agency for the Consolidated Plan, the City of Carson follows HUD's guidelines for citizen and community involvement and is responsible for overseeing citizen participation requirements that accompany the Consolidated Plan. The goals in this Consolidated Plan were developed through a collaborative process to identify the community's priority needs and outline the activities the City will undertake with these funds during the 2025 to 2029 period.

This Consolidated Plan includes the following components:

- A Needs Assessment that identifies the community's affordable housing, community development, and homelessness needs.
- A Market Analysis that examines the existing housing market, public housing requirements, homeless population needs, and economic characteristics of the jurisdiction.
- A Strategic Plan outlining the strategies to address the identified priority needs over the next five years.
- An Annual Action Plan that summarizes the specific activities to be undertaken during the program year to address the priority needs.

## 2. Summary of the objectives and outcomes identified in the Plan Needs Assessment Overview

The City established its goals and priorities for the 2025-2029 Consolidated Plan based on the findings from the Needs Assessment and Market Analysis, as well as feedback gathered through community and stakeholder surveys and public input. Through these efforts, the City has identified four priority needs that will guide funding allocations and programmatic initiatives over the next five years.

The four priority needs for the 2025-2029 Consolidated Plan cycle are:

- **Affordable Housing**: Assist in increasing and preserving access to high-quality affordable housing by investing in property rehabilitation.
- **Community Services:** Expand essential community services for vulnerable populations, including seniors, youth, and individuals with special needs.
- **Fair Housing Services:** Broaden fair housing education by raising awareness of rights, fostering inclusivity, and eliminating barriers to access.

These priority needs represent the varied needs that emerged during the City's Consolidated Plan community engagement and development process, which included qualitative and quantitative data gathered through citizen participation, market analysis, and assessment of

localized data. By aligning funding decisions with these priorities, the City seeks to maximize the impact of available resources and address the most urgent needs within the community.

### 3. Evaluation of past performance

As part of the Consolidated Plan process, the City is required to submit an annual Consolidated Annual Performance and Evaluation Report (CAPER), which reports on how funds were spent, the households that benefitted from the funds, and the progress toward meeting its annual goals for housing and community development activities. These reports are reviewed by the City of Carson City Council (City Council) and posted on the City's website.

The City has successfully implemented affordable housing, community development, and public services activities in the previous Consolidated Plan cycle, impacting the lives of thousands of residents with low to moderate incomes. It is anticipated that the City and its partners will continue to positively impact residents through collaborative efforts. Below is a summary of some of the outcomes achieved during the first four years of the previous five-year Consolidated Plan cycle. Final outcome data for the previous Consolidated Plan cycle will be presented to HUD with the submittal of the Program Year 2024-25 CAPER.

- Rehabilitated 99 residential units through the City's Neighborhood Pride Program
- Provided fair housing services to 177 residents through the Fair Housing Program operated by the Housing Rights Center
- Served 12,106 individuals through the provision of public services

### 4. Summary of citizen participation process and consultation process

The City's community participation process was informed by the Citizen Participation Plan, which guides the implementation of a community engagement process and notification of community meetings and public hearings. To ensure broad community involvement, the City held a community meeting and a stakeholder meeting and distributed both a Community Needs Assessment Survey and a Stakeholder Survey to gather input. To increase accessibility, the Community Needs Assessment Survey was made available in Spanish and Tagalog.

Community members were also able to provide input on the 2025-2029 Consolidated Plan during a public comment period held from March 19 to April 21, 2025, and at public hearings on March 18, 2025, and May 6, 2025. Public notices for each hearing were published at least 10 days prior to the date of the hearing in the *Daily Breeze* newspaper, as well as posted at City Hall. All community engagement efforts are detailed further in the Process section of this plan.

## 5. Summary of public comments

Feedback on community needs was collected through a community meeting and survey, a stakeholder meeting and survey, a public comment period, and at two formal public hearings. These comments provided insight into community needs and informed the goals of the Consolidated Plan. The top priority needs identified were infrastructure improvements, economic development, services for special needs populations, and the development and preservation of affordable housing.

## 6. Summary of comments or views not accepted and the reasons for not accepting them

All public comments were accepted and included in Appendix G – Public Comments.

## 7. Summary

The City's Consolidated Plan outlines the housing and community development strategies and objectives for the 2025-2029 period while fulfilling the statutory requirements necessary to receive CDBG funding. Beyond compliance, the City is dedicated to fostering robust participation from Carson residents and stakeholders throughout the Consolidated Plan process, with a particular focus on expanding opportunities for its residents with low to moderate incomes. This plan and its comprehensive community engagement efforts reflect the City's commitment to inclusivity and equity in addressing housing and community development needs.

# The Process

## PR-05 Lead & Responsible Agencies 24 CFR 91.200(b)

### 1. Describe agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

**Table PR-05.01: Responsible Agencies**

| Agency Role | Name | Department/Agency |
|---|---|---|
| CDBG Administrator | City of Carson | Community Development Department, Housing Division |

**Narrative**

The Housing Division of the City's Community Development Department is the lead agency responsible for the preparation and administration of the Consolidated Plan, corresponding Annual Action Plans (Annual Plan), CAPERs, and the CDBG program. The implementation of programs funded by CDBG may be done in conjunction with other City departments.

**Consolidated Plan Public Contact Information**

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## PR-10 Consultation – 91.100, 91.110, 91.200(b), 91.300(b), 91.215(l) and 91.315(l)

### 1. Introduction

The City developed its 2025-2029 Consolidated Plan through consultation with local health and social service providers and adjacent local governments, homeless and social service providers active in Carson, and other stakeholders. These efforts are outlined below.

**Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).**

To address the needs of residents with low to moderate incomes, the City of Carson collaborates with public and assisted housing providers, as well as private and governmental health, mental health, and service agencies. The Carson Housing Authority plays a central role in supporting affordable housing initiatives by partnering with developers and housing providers to leverage available resources and pursue funding opportunities. While the Carson Housing Authority does not own or manage public housing within the city, the Housing Authority of the County of Los Angeles (HACoLA), a division of the Los Angeles County Community Development Authority (LACDA), oversees this function and administers the Section 8 program.

The City's Department of Community Services facilitates coordination with health and mental health service agencies. Through its allocation of up to 15 percent of annual CDBG funds for public services, the City has supported organizations such as South Bay Family Healthcare Center, Carson Child Guidance Program, and the Office of Samoan Affairs. These partnerships ensure residents have access to essential health and mental health services.

Carson is committed to fostering collaboration and leveraging resources to maximize the impact of available programs. The City engages with housing providers, regional entities, and service agencies throughout the year to endorse funding applications, identify opportunities for cooperative ventures, and avoid duplication of services. This ongoing coordination helps ensure the City can effectively meet the needs of its community.

**Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness**

The Los Angeles Homeless Services Authority (LAHSA) serves as the lead agency for the HUD-funded Los Angeles Continuum of Care (CoC), coordinating federal, state, county, and city funds to provide shelter, housing, and supportive services for individuals and families experiencing homelessness. The City of Carson works closely with LAHSA to align its efforts with the CoC's strategic initiatives, leveraging resources and programs to address the needs of homeless residents, including chronically homeless individuals, families with children, veterans, and unaccompanied youth, as well as those at risk of homelessness.

Recent developments by the City related to homelessness include:

- Continued involvement by City staff in the regular monthly meetings of the South Bay Coalition to End Homelessness;
- Ongoing participation in the Los Angeles County Homeless Initiative;
- Continued participation in a joint program of the South Bay Cities Council of Governments (SBCCOG) to coordinate the following activities: outreach services; a South Bay Cities homeless hotline, screenings, and coordinated entry system assessments; case management; linkages to interim housing; housing location services; outreach to local landlords; and ongoing supportive services; and
- Regular meetings of the City's Homeless Task Force, which is coordinated by the Assistant City Manager and includes the Community Development, Community Services, and Public Safety Departments, as well as the County Sheriff's Department (the law enforcement agency in Carson).

The City also collaborates with LAHSA on the annual Point-in-Time (PIT) Count, an essential effort by the community to engage and survey individuals experiencing homelessness to provide an accurate count of the region's unsheltered and sheltered homeless populations. During the 2022 PIT Count, a total of 133 people were identified as experiencing homelessness in the City of Carson, all of which were unsheltered.

Table PR-10.01 outlines the demographics of the unsheltered homeless population recorded during the 2024 PIT Count for Service Planning Area (SPA) 8, which includes the City of Carson, providing insight into the characteristics and needs of this vulnerable group.

**Table PR-10.01: Point-in-Time Count Results for Service Planning Area 8**

| | % of Unsheltered Persons | # of Unsheltered Persons | % of Sheltered Persons | # of Sheltered Persons |
|---|---|---|---|---|
| Veteran | 4% | 178 | 13% | 183 |
| Female | 30% | 1,181 | 39% | 562 |
| Family Members | 8% | 304 | 29% | 420 |
| Under 18 Years Old | 4% | 161 | 19% | 272 |

Note: Service Planning Area 8 Covers South Bay within the boundaries of the Los Angeles Continuum of Care. Long Beach is excluded from this boundary.

**Data Source:** 2024 Greater Los Angeles Homeless Count

**Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards and evaluate outcomes, and develop funding, policies and procedures for the administration of HMIS**

The City of Carson does not directly receive ESG funds. Instead, ESG funding for the region is administered by LAHSA, which serves as the lead agency for the Los Angeles CoC. LAHSA is responsible for establishing performance standards, evaluating outcomes of ESG-assisted projects, and developing funding, policies, and procedures for the administration of the Homeless Management Information System (HMIS).

City of Carson staff participates in LAHSA committee meetings, as schedules allow, to engage in discussions about standards, policies, and procedures related to ESG funds. LAHSA manages the Request for Proposals (RFP) process to allocate ESG funding to eligible programs. While no ESG-funded programs are currently based in Carson, several programs in neighboring cities, such as Torrance and Long Beach, have received funding and may provide services that benefit Carson residents through regional collaborations.

**2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdictions consultations with housing, social service agencies and other entities**

The City invited various community organizations, government entities, service providers, and stakeholders to participate in a stakeholder meeting and a community meeting regarding the Consolidated Plan. In addition to attending the meetings, stakeholders were given the opportunity to complete a survey unique to stakeholders to provide further input.

**Table PR-10.02: Agencies, Groups, and Organizations who Participated**

| Agency/Group/ Organization | Agency/Group/ Organization Type | What section of the Plan was addressed by Consultation? | How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination? |
|---|---|---|---|
| Los Angeles Homeless Services Authority | Regional Organization – Continuum of Care | Housing Needs Assessment, Market Analysis | Provided localized data to inform the Consolidated Plan |
| South Bay Coalition to End Homelessness | Regional Organization | Housing Needs Assessment, Market Analysis | Provided localized data to inform the Consolidated Plan |
| Housing Authority of the County of Los Angeles | Regional Organization – PHA | Housing Needs Assessment, Market Analysis | Provided localized data to inform the Consolidated Plan |
| Los Angeles County Board of Supervisors | Other Government – County | Housing Needs Assessment | Coordination on countywide strategy to prevent and address homelessness |
| Asociación Cultural Los Angeles (ACLA) | Local non-profit organization | Housing Needs Assessment | Responded to stakeholder survey to provide insight on community needs |
| Delta Sigma Theta Sorority, Inc., Los Angeles South Bay Alumnae Chapter | Local non-profit organization | Housing Needs Assessment | Responded to stakeholder survey to provide insight on community needs |
| Asian American Drug Abuse Program (AADAP) | Local non-profit organization | Housing Needs Assessment | Participated in community meeting to provide insight on community needs |
| City of Carson Economic Development Commission | City Commission | Housing Needs Assessment | Participated in community meeting to provide insight on community needs |
| City of Carson Women's Issues Commission | City Commission | Housing Needs Assessment | Participated in community meeting to provide insight on community needs |

**Identify any Agency Types not consulted and provide rationale for not consulting**

No agency or organization was purposely excluded from providing input on the Consolidated Plan.

**Other local/regional/state/federal planning efforts considered when preparing the Plan**

**Table PR-10.03: Other Local/Regional/Federal Planning Efforts**

| Name of Plan | Lead Organization | How do the goals of your Strategic Plan overlap with the goals of each plan? |
|---|---|---|
| Continuum of Care | Los Angeles Homeless Service Authority | This Consolidated Plan aligns with the Los Angeles Homeless Service Authority's assessment of local homeless needs and efforts. |
| 2021-2029 Housing Element | City of Carson | This Consolidated Plan aligns with the goals of the City's Housing Element, a strategy for addressing housing needs in Carson. |

**Describe cooperation and coordination with other public entities, including the State and any adjacent units of general local government, in the implementation of the Consolidated Plan (91.215(l))**

The City collaborates with neighboring jurisdictions and the County of Los Angeles to address housing and community development priorities. Coordination with the County is particularly important, as it administers programs like the Section 8 rental assistance voucher program for the City and neighboring jurisdictions. Additionally, the City works with local partners and stakeholders to leverage State resources to address shared priorities and maximize the impact of available funding and resources.

**Narrative**

Please see above.

## PR-15 Citizen Participation – 91.105, 91.115, 91.200(c) and 91.300(c)

### 1. Summary of citizen participation process/Efforts made to broaden citizen participation

**Summarize citizen participation process and how it impacted goal-setting**

During the development of the Consolidated Plan, the City implemented multiple strategies to gather community input and feedback. These efforts included a community meeting and a separate stakeholder meeting, as well as the dissemination of a Stakeholder Survey and a Community Needs Assessment Survey available both online and in print. The Community Needs Assessment Survey was offered in English, Spanish, and Tagalog. City staff conducted extensive outreach efforts ahead of the community events related to the Consolidated Plan. A total of 139 government and nonprofit agencies were notified of the opportunities to participate in the development of the Consolidated Plan. Additionally, notices about the meetings and surveys were distributed via email, posted on social media platforms, and shared on the City's website to ensure broad community awareness and participation.

During the development of the Consolidated Plan, the City hosted two meetings to gather input from residents and stakeholders. The first meeting was a stakeholder meeting held virtually on January 15, 2025, which was attended by 3 participants. The second meeting was a community meeting that took place on January 27, 2025, at the City of Carson Community Center, which was attended by 27 participants. The presentation slides for the stakeholder and community meetings are provided in Appendices B and C, respectively. These meetings followed a two-part format: a presentation outlining the Consolidated Plan, HUD entitlement programs, and a demographic and economic overview of the City, followed by small group discussions during which attendees shared their perspectives on the community's greatest needs. Feedback from these discussions was documented.

A Community Needs Assessment Survey was offered online and via hard copy to gather feedback on the Consolidated Plan and community priorities. The survey was available in English, Spanish and Tagalog, and completed by 30 respondents. Additionally, an online Stakeholder Survey was offered to key community stakeholders and completed by two stakeholders. The feedback collected through these surveys informed the goals outlined in this Consolidated Plan. A summary of the Community Needs Assessment Survey responses can be found in Appendix D. A summary of the Stakeholder Survey responses can be found in Appendix E.

A public notice was posted on the City's website and at City Hall and printed in the *Daily Breeze* newspaper at least 14 days prior to the City Council public hearing on March 18, 2025, which was held to present the draft Consolidated Plan and open a 30-day public comment period. The

public notice provided information about the 30-day public comment period from March 19 to April 21, 2025. [INSERT NUMBER] public comments were received during the hearing on March 18, 2025. The draft Consolidated Plan and FY 2025-26 Annual Action Plan were available on the City website and in a hard copy format at City Hall during the 30-day public comment period. [INSERT NUMBER] public comments were received during the 30-day public review period. A second public notice was posted on the City's website and at City Hall and printed in the *Daily Breeze* newspaper at least 14 days prior to the City Council meeting on May 6, 2025, at which the Consolidated Plan was approved. [INSERT NUMBER] public comments were received during the hearing on May 6, 2025. All public comments received during both hearings and during the public comment period are included in Appendix G of the Consolidated Plan. Copies of the public notices are included in Appendix H. The findings from these outreach activities helped shape the priority needs in the Consolidated Plan.

**Table PR-15.01: Citizen Participation Outreach**

| Mode of Outreach | Target of Outreach | Summary of responses/ attendance | Summary of comments received | Summary of comments not accepted and reasons | URL (If applicable) |
|---|---|---|---|---|---|
| Virtual Stakeholder Meeting – January 15, 2025 | Key Stakeholders | 3 attendees | Top needs identified by attendees were neighborhood revitalization, community facilities, and homeless prevention services. | All comments were accepted. | Presentation slides are provided in Appendix B. |
| In-person Community Meeting – January 27, 2025 | Non-targeted, broad community | 27 attendees | Top needs identified by attendees were community facility improvements, infrastructure improvements, and neighborhood revitalization. | All comments were accepted. | Presentation slides are provided in Appendix C. |
| Community Needs Assessment Survey | Non-targeted, broad community | 30 total responses | Top needs identified by respondents were affordable housing development, economic development, housing services, and neighborhood services. | All comments were accepted. | URL closed; survey and responses are provided in Appendix D |

| Mode of Outreach | Target of Outreach | Summary of responses/ attendance | Summary of comments received | Summary of comments not accepted and reasons | URL (If applicable) |
|---|---|---|---|---|---|
| Stakeholder Survey | Key Stakeholders | 2 total responses | Top needs identified by respondents were affordable housing and support for seniors and individuals with disabilities. | All comments were accepted. | URL closed; survey and responses are provided in Appendix E |
| Public hearing to present draft Consolidated Plan and open public comment period – March 18, 2025 | Non-targeted, broad community | # comments | [INSERT SUMMARY] | TBD | N/A |
| City Council public hearing to adopt FY 25-29 Con Plan and 24-25 Annual Plan – May 6, 2025 | Non-targeted, broad community | # comments | [INSERT SUMMARY] | TBD | N/A |

# Needs Assessment

## NA-05 Overview

The Needs Assessment includes the following sections:

- NA-10 Housing Needs Assessment
- NA-15 Disproportionately Greater Need: Housing Problems
- NA-20 Disproportionately Greater Need: Severe Housing Problems
- NA-25 Disproportionately Greater Need: Housing Cost Burden
- NA-30 Disproportionately Greater Need: Discussion
- NA-35 Public Housing
- NA-40 Homeless Needs Assessment
- NA-45 Non-Homeless Special Needs Assessment
- NA-50 Non-Housing Community Development Needs

**Needs Assessment Overview**

The Needs Assessment section describes the socioeconomic and housing landscape in the City of Carson. Carson has experienced slight population growth in recent years. As shown in Table NA-10.01, the population increased from 92,927 to 94,475 residents between 2017 and 2022, or 1.7 percent. As shown in Table NA-10.02, notable demographic shifts have occurred during this five-year period, particularly a 155 percent increase in individuals identifying as two or more races. Meanwhile, the White population decreased by 28 percent.

Economic trends reflect a widening income gap. As shown in Table NA-10.06, Carson households earning over $200,000 grew by 179 percent. However, as shown in Table NA-10.07, the number of Carson residents living below the poverty level decreased by only 12 percent. Housing affordability remains a critical issue in Carson. As shown in Table NA-10.16, 32 percent of households are housing cost-burdened, meaning they spend more than 30 percent of their income on housing. Renters are disproportionately affected, with 48 percent of renter households experiencing cost burden.

The need for a range of services for individuals experiencing homelessness remains critical. According to Point-in-Time Counts, the number of people facing homelessness has increased in recent years within the Los Angeles County CoC, particularly in Service Planning Area 8, which includes Carson. Additionally, the city is home to various non-homeless special needs populations that also require support.

The primary source of data used in Needs Assessment section are HUD Comprehensive Housing Affordability Strategy (CHAS) tabulations, which are based on the U.S Census Bureau's American Community Survey (ACS) data and incorporate HUD-specified criteria relating to housing needs, HUD-defined income limits, and household types. This Needs Assessment predominantly uses data drawn from the most recent CHAS data set (2017-2021) and the most recent ACS data set (2018-2022). The information contained in this section informs the preparation of Carson's housing and community development priorities and both five- and one-year investment strategies.

## NA-10 Housing Needs Assessment - 24 CFR 91.205 (a,b,c)

Table NA-10.01 shows the change in population and median income in Carson from 2017 to 2022. During this period, the population increased by 1.7 percent and the number of households increased 2.8 percent. The median income increased 36.5 percent in nominal terms.

**Table NA-10.01: Population and Median Income**

| Demographics | Base Year: 2017 | Most Recent Year: 2022 | % Change |
|---|---|---|---|
| Population | 92,927 | 94,475 | 1.7% |
| Households | 25,381 | 26,084 | 2.8% |
| Median Income | $75,517 | $103,045 | 36.5% |

**Data Source:** 2013-2017 ACS (Base Year), 2018-2022 ACS (Most Recent Year) [Tables DP05 & S1901]

Table NA-10.02 compares Carson's population distribution by race and ethnicity in 2017 and 2022. In 2022, Asian residents made up the largest racial group (26 percent), followed by Black residents (23 percent) and White residents (20 percent). Regarding ethnicity, Hispanic households accounted for 40 percent of the population, while non-Hispanic residents comprised 60 percent.

**Table NA-10.02: Population by Race and Ethnicity**

| Race | 2017 Five-Year ACS | | 2022 Five-Year ACS | |
|---|---|---|---|---|
| | Population | % of Total | Population | % of Total |
| White | 26,776 | 28.8% | 19,310 | 20.4% |
| Black or African American | 21,553 | 23.2% | 21,222 | 22.5% |
| American Indian & Alaska Native | 700 | 0.8% | 549 | 0.6% |
| Asian | 24,877 | 26.8% | 24,137 | 25.5% |
| Native Hawaiian / Pacific Islander | 1,918 | 2.1% | 1,790 | 1.9% |
| Other | 12,120 | 13.0% | 14,781 | 15.6% |
| Two or More Races | 4,983 | 5.4% | 12,686 | 13.4% |
| **Total** | **92,927** | **100.0%** | **94,475** | **100.0%** |
| Non-Hispanic | 57,707 | 62.1% | 56,433 | 59.7% |
| Hispanic | 35,220 | 37.9% | 38,042 | 40.3% |

**Data Source:** 2014-2018 and 2018-2022 ACS [Table DP05]

As shown in Table NA-10.03, the group quarters population grew by 149 percent, rising from 1,303 in 2010 to 3,248 in 2020. The institutionalized population increased by 95 percent during this period, primarily due to growth in nursing facilities. The non-institutionalized population increased by 155 percent.

**Table NA-10.03: Group Quarters Population**

| Group Quarters Type | 2010 Census | | 2020 Census | | % Change |
|---|---|---|---|---|---|
| | Population | % of Total | Population | % of Total | 2010-2020 |
| **Institutionalized** | | | | | |
| Correctional Institutions | 13 | 10% | 4 | 2% | -69% |
| Juvenile Facilities | 67 | 50% | 40 | 15% | -40% |
| Nursing Facilities | 49 | 37% | 216 | 83% | 341% |
| Other Institutions | 4 | 3% | 0 | 0% | -- |
| **Subtotal** | **133** | **100%** | **260** | **100%** | **95%** |
| **Non-Institutionalized** | | | | | |
| College Dormitories | 571 | 49% | 656 | 22% | 15% |
| Military Quarters | 0 | 0% | 0 | 0% | -- |
| Other | 599 | 51% | 2,332 | 78% | 289% |
| **Subtotal** | **1,170** | **100%** | **2,988** | **100%** | **155%** |
| **Total Group Quarters Population** | **1,303** | **100%** | **3,248** | **100%** | **149%** |

**Data Source:** 2014-2018 and 2018-2022 ACS [Table P18]

As shown in Table NA-10.04, the total number of households in Carson increased from 25,381 in 2017 to 26,084 in 2022. Family households remained the majority in 2022, accounting for 81 percent of all households, with married-couple families comprising 53 percent. Non-family households declined slightly to 19 percent. Owner-occupied households remained the majority at 75 percent, while renter-occupied households made up 25 percent.

**Table NA-10.04: Household Type by Tenure**

| Household Type | 2017 Five-Year ACS | | 2022 Five-Year ACS | |
|---|---|---|---|---|
| | Population | % of Total | Population | % of Total |
| **Family Households** | **20,342** | **80.1%** | **21,233** | **81.4%** |
| Married Couple Family | 13,439 | 52.9% | 13,912 | 53.3% |
| Owner-Occupied | 10,556 | 41.6% | 11,503 | 44.1% |
| Renter-Occupied | 2,883 | 11.4% | 2,409 | 9.2% |
| Other Family | 6,903 | 27.2% | 7,321 | 28.1% |
| Male Household, No Spouse Present | 1,820 | 7.2% | 2,634 | 10.1% |
| Owner-Occupied | 1,191 | 4.7% | 1,951 | 7.5% |
| Renter-Occupied | 629 | 2.5% | 683 | 2.6% |
| Female Household, No Spouse Present | 5,083 | 20.0% | 4,687 | 18.0% |
| Owner-Occupied | 3,422 | 13.5% | 3,100 | 11.9% |
| Renter-Occupied | 1,661 | 6.5% | 1,587 | 6.1% |
| **Non-Family Households** | **5,039** | **19.9%** | **4,851** | **18.6%** |
| Owner-Occupied | 3,747 | 14.8% | 2,942 | 11.3% |
| Renter-Occupied | 1,292 | 5.1% | 1,909 | 7.3% |
| **Total** | **25,381** | **100.0%** | **26,084** | **100.0%** |

**Data Source:** 2013-2017 and 2018-2022 ACS [Table B25115]

Table NA-10.05 shows household income distribution in Carson by family size, based on HUD Adjusted Median Family Income (HAMFI), which is HUD's term for what is broadly referred to as Area Median Income (AMI). As shown, 14 percent of households earned incomes below 30 percent of HAMFI, while 44 percent earned incomes above 100 percent of HAMFI.

**Table NA-10.05: Household Income by Family Size**

| | 0-30% HAMFI | >30-50% HAMFI | >50-80% HAMFI | >80-100% HAMFI | >100% HAMFI |
|---|---|---|---|---|---|
| Total Households | 3,740 | 2,795 | 5,050 | 3,085 | 11,430 |
| Small Family Households | 950 | 1,240 | 2,335 | 1,480 | 5,970 |
| Large Family Households | 425 | 630 | 955 | 735 | 2,660 |
| Household contains at least one person 62-74 years of age | 1,205 | 670 | 1,650 | 1,025 | 3,970 |
| Household contains at least one person age 75 or older | 970 | 550 | 1,010 | 405 | 1,365 |
| Households with one or more children 6 years old or younger | 410 | 575 | 699 | 655 | 1,370 |

**Data Source:** 2017-2021 CHAS [Tables 5, 7 & 13]

Table NA-10.6 compares households by income in Carson in 2017 and 2022. Households earning more than $100,000 per year represented 35 percent of households in 2017, compared to 52 percent in 2022. Meanwhile, households earning less than $15,000 accounted for 7 percent of households in 2017, compared to 6 percent in 2022.

**Table NA-10.06: Households by Income**

| Income | 2017 Five-Year ACS | | 2022 Five-Year ACS | |
|---|---|---|---|---|
| | Households | % of Total | Households | % of Total |
| Less than $15,000 | 1,802 | 7.1% | 1,617 | 6.2% |
| $15,000 to $24,999 | 1,954 | 7.7% | 1,148 | 4.4% |
| $25,000 to $34,999 | 1,421 | 5.6% | 1,382 | 5.3% |
| $35,000 to $49,999 | 2,919 | 11.5% | 1,643 | 6.3% |
| $50,000 to $74,999 | 4,492 | 17.7% | 3,469 | 13.3% |
| $75,000 to $99,999 | 3,858 | 15.2% | 3,313 | 12.7% |
| $100,000 to $149,999 | 5,406 | 21.3% | 6,025 | 23.1% |
| $150,000 to $199,999 | 2,030 | 8.0% | 3,287 | 12.6% |
| $200,000 or more | 1,497 | 5.9% | 4,173 | 16.0% |
| **Total** | **25,381** | **100.0%** | **26,084** | **100.0%** |

**Data Source:** 2013-2017 & 2018-2022 ACS [Table S1901]

Table NA-10.07 shows the change in the number of Carson residents living below the poverty level by age from 2017 to 2022. In 2017, the poverty rate was 10.6 percent, which decreased to 9.2 percent by 2022.

**Table NA-10.07: Poverty by Age**

| Age | 2017 Five-Year ACS | | 2022 Five-Year ACS | |
|---|---|---|---|---|
| | Persons in Poverty | % of Total | Persons in Poverty | % of Total |
| Under 5 | 885 | 9.1% | 364 | 4.2% |
| 5 to 17 | 2,215 | 22.7% | 1,576 | 18.3% |
| 18 to 64 | 5,409 | 55.4% | 4,871 | 56.6% |
| 65 or Older | 1,250 | 12.8% | 1,793 | 20.8% |
| **Total** | **9,759** | **100.0%** | **8,604** | **100.0%** |
| **Poverty Rate** | **10.6%** | | **9.2%** | |

**Data Source:** 2013-2017 & 2018-2022 ACS [Table S1701]

**Housing Needs Summary Tables**

Households are considered to have housing problems if they have one or more of the following conditions:

1. Substandard Housing Unit – Lacks Complete Kitchen Facilities. A complete kitchen consists of a sink with running water, a stove or range, and a refrigerator.
2. Substandard Housing Unit – Lacks Complete Plumbing Facilities: Complete plumbing consists of hot and cold running water, a flush toilet, and a bathtub or shower.
3. Cost Burdened Household: Monthly housing costs exceed 30 percent of monthly income. A household is severely cost burdened if their monthly housing costs exceed 50 percent of their monthly income. Note that, for renters, housing costs include contract rent and utilities. For owners, housing costs include mortgage payments, utilities, association fees, insurance, and real estate taxes.
4. Overcrowded Household: More than one person per room. Severe overcrowding is more than 1.5 persons per room.

Tables NA-10.08 and NA-10.09 highlight housing problems in Carson, categorizing households by income level and tenure (renter-occupied vs. owner-occupied).

**Table NA-10.08: Housing Problems by Tenure & Income**

| | Renter | | | | |
|---|---|---|---|---|---|
| | **0-30%** | **>30-50%** | **>50-80%** | **>80-100%** | **Total** |
| Substandard Housing - Lacking complete plumbing or kitchen facilities | 75 | 15 | 15 | 0 | **105** |
| Severely Overcrowded - With >1.51 people per room (and complete kitchen and plumbing) | 120 | 115 | 40 | 40 | **315** |
| Overcrowded - With 1.01-1.5 people per room (and none of the above | 85 | 205 | 245 | 10 | **545** |
| Housing cost burden greater than 50% of income (and none of the above | 980 | 170 | 140 | 20 | **1,310** |
| Housing cost burden greater than 30% of income (and none of the above | 260 | 345 | 355 | 180 | **1,140** |
| Zero/negative Income (and none of the above problems) | 90 | 0 | 0 | 0 | **90** |
| | **Owner** | | | | |
| | **0-30%** | **>30-50%** | **>50-80%** | **>80-100%** | **Total** |
| Substandard Housing - Lacking complete plumbing or kitchen facilities | 15 | 10 | 60 | 0 | **85** |
| Severely Overcrowded - With >1.51 people per room (and complete kitchen and plumbing) | 30 | 30 | 55 | 0 | **115** |
| Overcrowded - With 1.01-1.5 people per room (and none of the above | 35 | 180 | 185 | 90 | **490** |
| Housing cost burden greater than 50% of income (and none of the above | 1,035 | 390 | 430 | 110 | **1,965** |
| Housing cost burden greater than 30% of income (and none of the above | 345 | 210 | 885 | 565 | **2,005** |
| Zero/negative Income (and none of the above problems) | 90 | 0 | 0 | 0 | **90** |

**Data Source:** 2017-2021 CHAS [Table 3]

**Table NA-10.09: Severe Housing Problems by Tenure & Income**

| | Renter | | | | |
|---|---|---|---|---|---|
| | **0-30%** | **>30-50%** | **>50-80%** | **>80-100%** | **Total** |
| Having 1 or more of four housing problems | 1,260 | 505 | 440 | 70 | 2,275 |
| Having none of four housing problems | 455 | 630 | 1,225 | 620 | 2,930 |
| Household has negative income, but none of the other housing | 0 | 0 | 0 | 0 | 0 |
| | **Owner** | | | | |
| | **0-30%** | **>30-50%** | **>50-80%** | **>80-100%** | **Total** |
| Having 1 or more of four housing problems | 1,115 | 610 | 725 | 195 | 2,645 |
| Having none of four housing problems | 910 | 1,050 | 2,655 | 2,195 | 6,810 |
| Household has negative income, but none of the other housing | 0 | 0 | 0 | 0 | 0 |

**Data Source:** 2017-2021 CHAS [Table 2]

Tables NA-10.10 and NA-10.11 show the number of renter and owner households in Carson experiencing a cost burden greater than 30 percent and 50 percent, categorized by household type, income level, and tenure.

**Table NA-10.10: Cost Burden > 30%**

| **Household Type** | **Renter** | | | |
|---|---|---|---|---|
| | **0-30% AMI** | **>30-50% AMI** | **>50-80% AMI** | **Total** |
| Small Related | 120 | 345 | 195 | 660 |
| Large Related | 80 | 210 | 95 | 385 |
| Elderly | 125 | 30 | 100 | 255 |
| Other | 15 | 35 | 15 | 65 |
| **Total need by income** | **340** | **620** | **405** | **1,365** |
| **Household Type** | **Owner** | | | |
| | **0-30% AMI** | **>30-50% AMI** | **>50-80% AMI** | **Total** |
| Small Related | 135 | 50 | 505 | 690 |
| Large Related | 4 | 30 | 195 | 229 |
| Elderly | 235 | 150 | 250 | 635 |
| Other | 10 | 0 | 15 | 25 |
| **Total need by income** | **384** | **230** | **965** | **1,579** |

**Data Source:** 2017-2021 CHAS [Table 7]

**Table NA-10.11: Cost Burden > 30%**

| Household Type | Renter | | | |
|---|---|---|---|---|
| | 0-30% AMI | >30-50% AMI | >50-80% AMI | Total |
| Small Related | 285 | 115 | 85 | 485 |
| Large Related | 215 | 10 | 4 | 229 |
| Elderly | 365 | 10 | 45 | 420 |
| Other | 310 | 30 | 0 | 340 |
| **Total need by income** | **1,175** | **165** | **134** | **1,474** |
| **Household Type** | **Owner** | | | |
| | **0-30% AMI** | **>30-50% AMI** | **>50-80% AMI** | **Total** |
| Small Related | 320 | 230 | 215 | 765 |
| Large Related | 75 | 90 | 35 | 200 |
| Elderly | 595 | 70 | 125 | 790 |
| Other | 65 | 25 | 55 | 145 |
| **Total need by income** | **1,055** | **415** | **430** | **1,900** |

**Data Source:** 2017-2021 CHAS [Table 7]

Tables NA-10.12 and NA-10.13 show the numbers of renter and owner households in Carson experiencing overcrowding and severe overcrowding. Again, overcrowding is defined as 1.1 to 1.5 people per room, while severe overcrowding is defined as more than 1.5 people per room.

**Table NA-10.12: Crowding (More than one person per room)**

| Household Type | Renter | | | | |
|---|---|---|---|---|---|
| | 0-30% AMI | >30-50% AMI | >50-80% AMI | >80-100% AMI | Total |
| Single family | 205 | 300 | 175 | 45 | 725 |
| Multiple, unrelated | 0 | 25 | 129 | 4 | 158 |
| Other, non-family | 0 | 0 | 0 | 0 | 0 |
| **Total need by income** | **205** | **325** | **304** | **49** | **883** |
| | **Owner** | | | | |
| | **0-30% AMI** | **>30-50% AMI** | **>50-80% AMI** | **>80-100%** | **Total** |
| Single family | 35 | 45 | 170 | 45 | 295 |
| Multiple, unrelated | 20 | 165 | 100 | 40 | 325 |
| Other, non-family | 10 | 0 | 0 | 0 | 10 |
| **Total need by income** | **65** | **210** | **270** | **85** | **630** |

**Data Source:** 2017-2021 CHAS [Table 10]

**Table NA-10.13: Overcrowding and Severe Overcrowding**

| Data Source | No Overcrowding | | Overcrowding | | Severe Overcrowding | |
|---|---|---|---|---|---|---|
| | Households | % of Total | Households | % of Total | Households | % of Total |
| **Owner** | | | | | | |
| 2017 Five-Year CHAS | 17,560 | 92.8% | 1,035 | 5.5% | 320 | 1.7% |
| 2021 Five-Year CHAS | 18,020 | 93.2% | 1,100 | 5.7% | 215 | 1.1% |
| **Renter** | | | | | | |
| 2017 Five-Year CHAS | 5,175 | 80.0% | 785 | 12.1% | 505 | 7.8% |
| 2021 Five-Year CHAS | 5,720 | 84.6% | 720 | 10.7% | 320 | 4.7% |
| **Total** | | | | | | |
| 2017 Five-Year CHAS | 22,735 | 89.6% | 1,820 | 7.2% | 825 | 3.3% |
| 2021 Five-Year CHAS | 23,740 | 91.0% | 1,820 | 7.0% | 535 | 2.1% |

**Data Source:** 2013-2017 and 2017-2021 CHAS [Table 10]

Tables NA-10.14 and NA-10.15 show the changes in the number of households with complete and incomplete plumbing and kitchen facilities from 2017 to 2022. As mentioned above, according to the U.S. Census Bureau, a housing unit is classified as lacking complete plumbing facilities when any of the following are not present: piped hot and cold water, a flush toilet, and a bathtub or shower. Likewise, a unit is categorized as lacking complete kitchen facilities when any of the following are not present: a sink with piped hot and cold water, a range/cooktop and oven, and a refrigerator.

**Table NA-10.14: Households with Incomplete Plumbing Facilities**

| Households | 2017 Five-Year ACS | 2022 Five-Year ACS |
|---|---|---|
| With Complete Plumbing Facilities | 25,327 | 25,935 |
| Lacking Complete Plumbing Facilities | 54 | 149 |
| Total Households | 25,381 | 26,084 |
| Percent Lacking | 0.21% | 0.57% |

**Data Source:** 2013-2017 and 2018-2022 ACS [Table B25049]

**Table NA-10.15: Households with Incomplete Kitchen Facilities**

| Households | 2017 Five-Year ACS | 2022 Five-Year ACS |
|---|---|---|
| With Complete Kitchen Facilities | 25,313 | 25,846 |
| Lacking Complete Kitchen Facilities | 68 | 238 |
| Total Households | 25,381 | 26,084 |
| Percent Lacking | 0.27% | 0.91% |

**Data Source:** 2013-2017 and 2018-2022 ACS [Table B25053]

Tables NA-10.16 and NA-10.17 compare the number of households in Carson experiencing cost burden in 2017 and 2021. Again, a household is considered cost-burdened if they pay 30 to 50 percent of gross household income on housing costs. A household is considered severely cost-burdened if they pay more than 50 percent of gross household income on housing costs. For homeowners, gross housing costs include mortgage payments, property taxes, insurance, energy payments, water and sewer service, and refuse collection. For renters, gross housing costs include monthly rent and selected electricity and natural gas energy charges.

**Table NA-10.16: Cost Burden and Severe Cost Burden by Tenure**

| Data Source | Less than 30% | | 31%-50% | | Above 50% | | Not Completed | | Total |
|---|---|---|---|---|---|---|---|---|---|
| | House-holds | % of Total | House-holds | % of Total | House-holds | % of Total | House-holds | % of Total | |
| **Owner** | | | | | | | | | |
| 2017 Five-Year CHAS | 13,365 | 70.7% | 3,175 | 16.8% | 2,275 | 12.0% | 95 | 0.5% | 18,910 |
| 2021 Five-Year CHAS | 14,230 | 73.6% | 2,970 | 15.4% | 2,045 | 10.6% | 90 | 0.5% | 19,335 |
| **Renter** | | | | | | | | | |
| 2017 Five-Year CHAS | 3,115 | 48.2% | 1,670 | 25.8% | 1,590 | 24.6% | 90 | 1.4% | 6,465 |
| 2021 Five-Year CHAS | 3,445 | 51.0% | 1,715 | 25.4% | 1,510 | 22.3% | 90 | 1.3% | 6,760 |
| **Total** | | | | | | | | | |
| 2017 Five-Year CHAS | 16,480 | 64.9% | 4,845 | 19.1% | 3,865 | 15.2% | 185 | 0.7% | 25,375 |
| 2021 Five-Year CHAS | 17,675 | 67.7% | 4,685 | 18.0% | 3,555 | 13.6% | 180 | 0.7% | 26,095 |

**Data Source:** 2013-2017 and 2017-2021 CHAS [Summary Level Data]

**Describe the number and type of single person households in need of housing assistance.**

According to 2022 five-year ACS estimates, 16 percent of occupied housing units in Carson are occupied by a one-person household (4,095 households). Of these single-person households, 52

percent are aged 65 years or older (2,134 households). Senior single-person households often require housing assistance, as they typically rely on fixed incomes that may not keep pace with rising living costs.

**Estimate the number and type of families in need of housing assistance who are disabled or victims of domestic violence, dating violence, sexual assault and stalking.**

According to 2022 five-year ACS estimates, the median income for those living with a disability in Carson is $34,968, which is 79 percent of the median income of those living without a disability ($44,022).

There is no information available specifically on victims of domestic violence, dating violence, sexual assault, or stalking in Carson. However, according to the U.S. Department of Justice 2020 Biennial Violence Against Women Report to Congress, approximately 44 percent of women and 25 percent of men nationwide experience some form of contact sexual violence in their lifetime. Due to the large number of domestic and sexual violence victims nationwide, it is anticipated that there is a need for housing assistance for domestic and sexual violence victims in Carson. Low-income individuals are particularly susceptible to domestic or sexual violence as they have limited access to resources, such as safe and secure housing and legal representation. Also at higher risk are chronically underserved populations, including rural victims and victims with disabilities.

**What are the most common housing problems?**

As shown in Table NA-10.08, the most common housing problem continues to be housing cost burden. Table NA-10.16 shows that 1,715 renter households are cost-burdened (spending 30 to 50 percent of income on housing), while 1,510 households are severely cost-burdened (spending more than 50 percent of income on housing). For owner-occupied households, 2,970 households are cost-burdened, and 2,045 households are severely cost-burdened.

**Are any populations/household types more affected than others by these problems?**

Overall, housing cost burden disproportionately affects renters, with 48 percent of renter households experiencing cost burden (3,225 of 6,760 households as shown in Table NA-10.16). Comparatively, 26 percent of owner households experience cost burden (5,015 of 19,335 households as shown in Table NA-10.16). As shown in Table NA-10.10, 46 percent of cost-burdened households are small family households and 30 percent are elderly households. As

shown in Table NA-10.11, 37 percent of severely cost-burdened households are small family households and 36 percent are elderly households.

**Describe the characteristics and needs of Low-income individuals and families with children (especially extremely low-income) who are currently housed but are at imminent risk of either residing in shelters or becoming unsheltered 91.205(c)/91.305(c)). Also discuss the needs of formerly homeless families and individuals who are receiving rapid re-housing assistance and are nearing the termination of that assistance.**

Households most likely to be at risk of becoming unsheltered are those with extremely low incomes that are severely cost-burdened. As shown in Table NA-10.11, 1,175 renter households and 1,055 owner households in Carson earn below 30 percent of AMI and are severely cost-burdened. Households with extremely low incomes make up 66 percent of low-income households that are severely cost-burdened.

**If a jurisdiction provides estimates of the at-risk population(s), it should also include a description of the operational definition of the at-risk group and the methodology used to generate the estimates:**

Not applicable.

**Specify particular housing characteristics that have been linked with instability and an increased risk of homelessness**

According to the National Alliance to End Homelessness, various factors contribute to an increased risk of homelessness, particularly housing-related challenges that create instability for vulnerable households. One of the most significant risk factors is low income, which is closely linked to housing insecurity. Many low-income households face unemployment or underemployment due to barriers such as a challenging labor market, limited education, gaps in work history, criminal records, unreliable transportation, unstable housing, poor health, and disabilities.

For those who are employed but still low-income, stagnant wages and rising housing costs create an affordability gap, making it difficult to maintain stable housing. As housing costs continue to increase, wages have not kept pace, leaving many individuals and families struggling to afford rent. The combination of low income and a shrinking supply of affordable housing places many households at heightened risk of homelessness.

As discussed in this and the following sections, many households in the community face significant cost burdens and other housing challenges, further contributing to instability and increasing their risk of homelessness.

**Discussion**

Please see above.

## NA-15 Disproportionately Greater Need: Housing Problems – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

**Introduction**

HUD defines a disproportionate need as any need for a race/ethnicity that is more than 10 percent above the need for the total households at a particular income level. For example, if 40 percent of all very low-income households in a jurisdiction experience one or more of the four defined housing problems, but 50 percent of one specific ethnic group's very low-income households experience housing problems, that would be considered a disproportionate need.

Again, the four housing problems are:

1. Unit lacks complete kitchen facilities;
2. Unit lacks complete plumbing facilities;
3. Household spends more than 30 percent of income on housing costs; and
4. Household includes more than one person per room, excluding bathrooms, porches, foyers, halls, and half-rooms.

The following tables and analyses outline the share of households by race/ethnicity and income level experiencing a housing problem.

**Table NA-15.01: Disproportionally Greater Need 0%-30% of Area Median Income**

| Housing Problems | Has one or more of four housing problems | Has none of the four housing problems | Household has no/negative income, but none of the other housing problems | Percent with one or more housing problems |
|---|---|---|---|---|
| Jurisdiction as a whole | 2,980 | 760 | 0 | 80% |
| White | 315 | 155 | 0 | 67% |
| Black / African American | 840 | 95 | 0 | 90% |
| Asian | 565 | 160 | 0 | 78% |
| American Indian, Alaska Native | 0 | 0 | 0 | - |
| Pacific Islander | 50 | 0 | 0 | 100% |
| Hispanic | 1,205 | 290 | 0 | 81% |

**Data Source:** 2017-2021 CHAS [Table 1]

**Table NA-15.02: Disproportionally Greater Need 30%-50% of Area Median Income**

| Housing Problems | Has one or more of four housing problems | Has none of the four housing problems | Household has no/negative income, but none of the other housing problems | Percent with one or more housing problems |
|---|---|---|---|---|
| Jurisdiction as a whole | 1,670 | 1,130 | 0 | 60% |
| White | 70 | 150 | 0 | 32% |
| Black / African American | 400 | 210 | 0 | 66% |
| Asian | 305 | 245 | 0 | 55% |
| American Indian, Alaska Native | 0 | 10 | 0 | 0% |
| Pacific Islander | 35 | 0 | 0 | 100% |
| Hispanic | 830 | 500 | 0 | 62% |

**Data Source:** 2017-2021 CHAS [Table 1]

**Table NA-15.03: Disproportionally Greater Need 50%-80% of Area Median Income**

| Housing Problems | Has one or more of four housing problems | Has none of the four housing problems | Household has no/negative income, but none of the other housing problems | Percent with one or more housing problems |
|---|---|---|---|---|
| Jurisdiction as a whole | 2,405 | 2,650 | 0 | 48% |
| White | 190 | 340 | 0 | 36% |
| Black / African American | 645 | 720 | 0 | 47% |
| Asian | 520 | 570 | 0 | 48% |
| American Indian, Alaska Native | 0 | 15 | 0 | 0% |
| Pacific Islander | 15 | 0 | 0 | 100% |
| Hispanic | 870 | 915 | 0 | 49% |

**Data Source:** 2017-2021 CHAS [Table 1]

**Table NA-15.04: Disproportionally Greater Need 80%-100% of Area Median Income**

| Housing Problems | Has one or more of four housing problems | Has none of the four housing problems | Household has no/negative income, but none of the other housing problems | Percent with one or more housing problems |
|---|---|---|---|---|
| Jurisdiction as a whole | 1,015 | 2,070 | 0 | 33% |
| White | 105 | 235 | 0 | 31% |
| Black / African American | 285 | 385 | 0 | 43% |
| Asian | 320 | 470 | 0 | 41% |
| American Indian, Alaska Native | 0 | 4 | 0 | 0% |
| Pacific Islander | 0 | 65 | 0 | 0% |
| Hispanic | 260 | 855 | 0 | 23% |

**Data Source:** 2017-2021 CHAS [Table 1]

## Discussion

Discussed in NA-30.

## NA-20 Disproportionately Greater Need: Severe Housing Problems – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

**Introduction**

While Section NA-15 measured disproportionate housing problems, this section measures disproportionate severe housing problems, which are defined as follows:

1. Unit lacks complete kitchen facilities;
2. Unit lacks complete plumbing facilities;
3. Household spends more than 50 percent of income on housing costs; and
4. Household includes more than 1.5 person per room, excluding bathrooms, porches, foyers, halls, and half-rooms.

Again, HUD defines a disproportionate need as any need for a race/ethnicity that is more than 10 percent above the need for the total households at a particular income level. The following tables and analyses outline the share of households by race/ethnicity and income level experiencing a severe housing problem.

**Table NA-20.01: Severe Housing Problems 0%-30% of Area Median Income**

| Severe Housing Problems | Has one or more of four housing problems | Has none of the four housing problems | Household has no/negative income, but none of the other housing problems | Percent with one or more housing problems |
|---|---|---|---|---|
| Jurisdiction as a whole | 2,375 | 1,365 | 0 | 64% |
| White | 190 | 290 | 0 | 40% |
| Black / African American | 775 | 160 | 0 | 83% |
| Asian | 455 | 270 | 0 | 63% |
| American Indian, Alaska Native | 0 | 0 | 0 | - |
| Pacific Islander | 50 | 0 | 0 | 100% |
| Hispanic | 900 | 600 | 0 | 60% |

**Data Source:** 2017-2021 CHAS [Table 2]

**Table NA-20.02: Severe Housing Problems 30%-50% of Area Median Income**

| Severe Housing Problems | Has one or more of four housing problems | Has none of the four housing problems | Household has no/negative income, but none of the other housing problems | Percent with one or more housing problems |
|---|---|---|---|---|
| Jurisdiction as a whole | 1,115 | 1,680 | 0 | 40% |
| White | 40 | 180 | 0 | 18% |
| Black / African American | 315 | 295 | 0 | 52% |
| Asian | 215 | 335 | 0 | 39% |
| American Indian, Alaska Native | 0 | 10 | 0 | 0% |
| Pacific Islander | 15 | 20 | 0 | 43% |
| Hispanic | 500 | 825 | 0 | 38% |

**Data Source:** 2017-2021 CHAS [Table 2]

**Table NA-20.03: Severe Housing Problems 50%-80% of Area Median Income**

| Severe Housing Problems | Has one or more of four housing problems | Has none of the four housing problems | Household has no/negative income, but none of the other housing problems | Percent with one or more housing problems |
|---|---|---|---|---|
| Jurisdiction as a whole | 1,165 | 3,880 | 0 | 23% |
| White | 120 | 410 | 0 | 23% |
| Black / African American | 360 | 1,005 | 0 | 26% |
| Asian | 205 | 885 | 0 | 19% |
| American Indian, Alaska Native | 0 | 15 | 0 | 0% |
| Pacific Islander | 15 | 0 | 0 | 100% |
| Hispanic | 455 | 1,330 | 0 | 25% |

**Data Source:** 2017-2021 CHAS [Table 2]

**Table NA-20.04: Severe Housing Problems 80%-100% of Area Median Income**

| Severe Housing Problems | Has one or more of four housing problems | Has none of the four housing problems | Household has no/negative income, but none of the other housing problems | Percent with one or more housing problems |
|---|---|---|---|---|
| Jurisdiction as a whole | 265 | 2,815 | 0 | 9% |
| White | 0 | 345 | 0 | 0% |
| Black / African American | 40 | 630 | 0 | 6% |
| Asian | 135 | 660 | 0 | 17% |
| American Indian, Alaska Native | 0 | 4 | 0 | 0% |
| Pacific Islander | 0 | 65 | 0 | 0% |
| Hispanic | 90 | 1,030 | 0 | 8% |

**Data Source:** 2017-2021 CHAS [Table 2]

## Discussion

Discussed in NA-30.

## NA-25 Disproportionately Greater Need: Housing Cost Burdens – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

**Introduction:**

Disproportionate greater need relative to housing cost burden is calculated by dividing the number of households in a cost burden category (i.e., not cost burdened, spending more than 30 percent on housing, or spending more than 50 percent on housing) by the total number of households for that given racial or ethnic group or the jurisdiction for a whole. For example, 68 percent of the jurisdiction spends 30 percent or less of their income on housing costs. This is calculated by dividing 17,679, or the number of households in this category, by the total households, or 26,108. The total households are calculated by summing the numbers in the top data row shown below.

The following section analyzes whether any racial or ethnic groups in Carson experience a disproportionately greater cost burden compared to the overall population. Again, housing cost burden is defined as households spending more than 30 to 50 percent of their income on housing, while severe cost burden applies to those spending more than 50 percent.

**Table NA-25.01: Housing Cost Burden**

| Housing Cost Burden | <=30% | 30-50% | >50% | No / negative income (not computed) |
|---|---|---|---|---|
| Jurisdiction as a whole | 17,679<br>*68%* | 4,690<br>*18%* | 3,560<br>*14%* | 179<br>1% |
| White | 1,730<br>*72%* | 400<br>*17%* | 240<br>*10%* | 34<br>*1%* |
| Black / African American | 4,880<br>*67%* | 1,025<br>*14%* | 1,360<br>*19%* | 30<br>*0%* |
| Asian | 4,910<br>*71%* | 1,225<br>*18%* | 765<br>*11%* | 60<br>*1%* |
| American Indian, Alaska Native | 34<br>*100%* | 0<br>*0%* | 0<br>*0%* | 0<br>*0%* |
| Pacific Islander | 215<br>*67%* | 55<br>*17%* | 50<br>*16%* | 0<br>*0%* |
| Hispanic | 5,290<br>*64%* | 1,790<br>*22%* | 1,115<br>*14%* | 15<br>*0%* |

**Data Source:** 2017-2021 CHAS [Table 9]

**Discussion**

Discussed in NA-30.

## NA-30 Disproportionately Greater Need: Discussion – 91.205(b)(2)

**Are there any Income categories in which a racial or ethnic group has disproportionately greater need than the needs of that income category as a whole?**

The data presented in Section NA-15 through NA-25 above show that there are racial or ethnic groups that experience disproportionately greater need in terms of housing problems. HUD defines a disproportionate need as any need for a certain race/ethnicity that is more than 10 percent above the need for the total households at a particular income level. As shown in the tables in the preceding sections, the following racial or ethnic groups have disproportionately greater need:

Housing Problems:

- 0-30 percent AMI: Black/African American; Pacific Islander
- 30-50 percent AMI: Pacific Islander
- 50-80 percent AMI: Pacific Islander
- 80-100 percent AMI: Black/African American

Severe Housing Problems:

- 0-30 percent AMI: Black/African American; Pacific Islander
- 30-50 percent AMI: Black/African American
- 50-80 percent AMI: Pacific Islander
- 80-100 percent AMI: None

There were no identified racial or ethnic groups that had a disproportionately greater need than the jurisdiction relative to housing cost burden.

Pacific Islander and Black/African American households are the most common groups to experience disproportionately greater needs. Note that, in absolute numbers, Pacific Islander households in Carson constitute a relatively small population of 320 households, of which 100 earn up to 80 percent of the AMI. White, Hispanic, Asian, and American Indian/Alaska Native households do not have disproportionately greater need in any category at any income level.

Table NA-30.01 summarizes the total households in Carson with housing problems by income and race.

**Table NA-30.01: Total Households with Housing Problems by Income and Race**

| Income | Non-Hispanic by Race | | | | | Hispanic (Any Race) | Total |
|---|---|---|---|---|---|---|---|
| | White | Black | Asian | American Indian | Pacific Islander | | |
| **With Housing Problems** | | | | | | | |
| 0-30% AMI | 315 | 840 | 565 | 0 | 50 | 1,205 | 2,975 |
| >30-50% AMI | 70 | 400 | 305 | 0 | 35 | 830 | 1,640 |
| >50-80% AMI | 190 | 645 | 520 | 0 | 15 | 870 | 2,240 |
| >80-100% AMI | 105 | 285 | 320 | 0 | 0 | 260 | 970 |
| >100% AMI | 95 | 380 | 900 | 0 | 45 | 315 | 1,735 |
| **Total** | **775** | **2,550** | **2,610** | **0** | **145** | **3,480** | **9,560** |
| **Total Households** | | | | | | | |
| 0-30% AMI | 470 | 935 | 725 | 0 | 50 | 1,495 | 3,675 |
| >30-50% AMI | 220 | 610 | 550 | 10 | 35 | 1,330 | 2,755 |
| >50-80% AMI | 530 | 1,365 | 1,090 | 15 | 15 | 1,785 | 4,800 |
| >80-100% AMI | 340 | 670 | 790 | 4 | 65 | 1,115 | 2,984 |
| >100% AMI | 840 | 3,715 | 3,785 | 0 | 155 | 2,480 | 10,975 |
| **Total** | **2,400** | **7,295** | **6,940** | **29** | **320** | **8,205** | **25,189** |

**Data Source:** 2017-2021 CHAS [Table 1]

**If they have needs not identified above, what are those needs?**

Not applicable.

**Are any of those racial or ethnic groups located in specific areas or neighborhoods in your community?**

Not applicable.

## NA-35 Public Housing – 91.205(b)

### Introduction

The Carson Housing Authority does not own or operate any public housing within the city limits. In Carson, the role of a "public housing authority" (PHA), as the term is commonly understood, is carried out by the Housing Authority of the County of Los Angeles (HACoLA), a division of the Los Angeles County Development Authority (LACDA). HACoLA oversees public housing units across Los Angeles County, although none of these properties are located in Carson. In addition to managing public housing, HACoLA administers rental assistance programs, including Section 8 Housing Choice Vouchers, which provide financial support to eligible low-income households.

The following tables present data from the U.S. Department of Housing and Urban Development's (HUD) Office of Public and Indian Housing (PIH) Information Center (PIC), offering further insights into public housing programs and rental assistance administered countywide by HACoLA (not only within Carson).

**Table NA-35.01: Public Housing by Program Type**

| Program Type | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | Certificate | Mod-Rehab | Public Housing | Vouchers | | | | | |
| | | | | Total | Project - based | Tenant - based | Special Purpose Voucher | | |
| | | | | | | | Veterans Affairs Supportive Housing | Family Unification Program | Disabled * |
| # of units vouchers in use | 0 | 253 | 2,883 | 21,087 | 47 | 20,550 | 268 | 163 | 59 |

***includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition**

**Data Source:** PIC (PIH Information Center**)**

**Table NA-35.02: Characteristics of Public Housing Residents by Program Type**

| Program Type | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | Certificate | Mod-Rehab | Public Housing | Vouchers | | | | |
| | | | | Total | Project - based | Tenant - based | Special Purpose Voucher | |
| | | | | | | | Veterans Affairs Supportive Housing | Family Unification Program |
| Average Annual Income | 0 | 14,341 | 13,522 | 14,839 | 15,746 | 14,816 | 14,829 | 17,842 |
| Average length of stay | 0 | 6 | 8 | 8 | 0 | 8 | 0 | 6 |
| Average Household size | 0 | 3 | 2 | 2 | 2 | 2 | 1 | 4 |
| # Homeless at admission | 0 | 0 | 0 | 184 | 0 | 42 | 142 | 0 |
| # of Elderly Program Participants (>62) | 0 | 48 | 1,138 | 6,753 | 15 | 6,670 | 38 | 2 |
| # of Disabled Families | 0 | 40 | 534 | 4,416 | 17 | 4,269 | 83 | 16 |
| # of Families requesting accessibility features | 0 | 253 | 2,883 | 21,087 | 47 | 20,550 | 268 | 163 |
| # of HIV/AIDS program participants | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| # of DV victims | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

**Data Source:** PIC (PIH Information Center)

**Table NA-35.03: Race of Public Housing Residents by Program Type**

| Program Type | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| Race | Certificate | Mod-Rehab | Public Housing | Vouchers | | | | | |
| | | | | Total | Project - based | Tenant - based | Special Purpose Voucher | | |
| | | | | | | | Veterans Affairs Supportive Housing | Family Unification Program | Disabled * |
| White | 0 | 148 | 1,710 | 10,344 | 33 | 10,071 | 80 | 120 | 40 |
| Black/African American | 0 | 60 | 1,035 | 8,432 | 12 | 8,188 | 179 | 38 | 15 |
| Asian | 0 | 8 | 120 | 2,181 | 1 | 2,173 | 3 | 1 | 3 |
| American Indian/Alaska Native | 0 | 0 | 11 | 76 | 1 | 67 | 6 | 2 | 0 |
| Pacific Islander | 0 | 37 | 7 | 54 | 0 | 51 | 0 | 2 | 1 |
| Other | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

***includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition**

**Data Source:** PIC (PIH Information Center)

**Table NA-35.04: Ethnicity of Public Housing Residents by Program Type**

| Program Type | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| Ethnicity | Certificate | Mod-Rehab | Public Housing | Vouchers | | | | | |
| | | | | Total | Project - based | Tenant - based | Special Purpose Voucher | | |
| | | | | | | | Veterans Affairs Supportive Housing | Family Unification Program | Disabled * |
| Hispanic | 0 | 124 | 1,121 | 7,293 | 11 | 7,122 | 40 | 105 | 15 |
| Not Hispanic | 0 | 129 | 1,762 | 13,794 | 36 | 13,428 | 228 | 58 | 44 |

***includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition**

**Data Source:** PIC (PIH Information Center)

**Section 504 Needs Assessment: Describe the needs of public housing tenants and applicants on the waiting list for accessible units:**

As noted above, the City does not own or operate any public housing units. The public housing authority operating in Carson is the Housing Authority of the County of Los Angeles (HACoLA), a division of the Los Angeles County Development Authority (LACDA). HACoLA manages public housing properties located throughout Los Angeles County, although none of these units are located in Carson. HACoLA's activity in Carson is limited to the Section 8 program.

**Most immediate needs of residents of Public Housing and Housing Choice voucher holders**

The most immediate needs of public housing and Housing Choice Voucher holders center around securing and maintaining affordable housing. Many voucher holders are extremely low-income households that are particularly vulnerable to housing instability due to factors such as rising rents, fixed or limited incomes, and a lack of available units that accept vouchers.

For many households, even a small increase in rent or unexpected financial hardship could lead to displacement. Challenges such as long wait times for housing assistance, difficulty finding landlords willing to participate in the voucher program, and inadequate supportive services further heighten this risk. Many households may also require supportive services, including case management, rental assistance, or emergency financial aid to ensure long-term housing stability.

**How do these needs compare to the housing needs of the population at large**

The housing needs of public housing and Housing Choice Voucher holders are significantly more urgent and prevalent compared to the general population. Households utilizing publicly supported housing typically have lower incomes, which increases their risk of housing instability, cost burden, and risk of experiencing homelessness.

Additionally, the rate of disabilities among public housing residents is higher than in the general population, creating a greater need for accessible units and supportive services. These factors, combined with limited housing availability and challenges related to landlord participation, make securing and maintaining stable housing particularly challenging for these households compared to the broader community.

**Discussion**

Please see above.

## NA-40 Homeless Needs Assessment – 91.205(c)

### Introduction

The Los Angeles Homeless Services Authority (LAHSA) serves as the lead agency for the HUD-funded Los Angeles Continuum of Care (CoC), a regional network of service providers dedicated to addressing homelessness. As part of its efforts, LAHSA conducts the annual Point-in-Time (PIT) Count, which provides a snapshot of the homeless population on a given night. The Annual PIT data consists of information collected on the sheltered and unsheltered homeless population. It is a physical count of all homeless persons who are living in emergency shelter, transitional housing, safe havens, and on the street in a single night. Data describing the characteristics of sheltered homeless persons are obtained from the region's Homeless Management Information System (HMIS) where possible and collected directly from providers not using HMIS as needed.

Unsheltered homeless are counted by direct observation, and volunteers canvas the regions by car and on foot during the chosen night. A large subset of the unsheltered population is also interviewed, providing data that is then used to estimate demographic details of the unsheltered population at a single point-in-time.

In the 2024 PIT Count for Service Planning Area 8 (SPA 8)—which covers the South Bay region within the Los Angeles CoC (excluding Long Beach)— 1,436 sheltered individuals and 3,992 unsheltered individuals were counted, totaling 5,428 individuals experiencing homelessness.

Table NA-40.01 presents data from the 2024 Point-in-Time (PIT) Count for Service Planning Area 8 (SPA 8), which includes Carson. Note that individuals may be counted towards multiple or none of the categories, so the sum of the numbers shown does not total to the 5,428 individuals experiencing homelessness that were counted.

**Table NA-40.01: Homeless Needs Assessment – Service Planning Area 8**

| Population | Estimate the # of persons experiencing homelessness on a given night | |
|---|---|---|
| | **Sheltered** | **Unsheltered** |
| Persons in Households with Adult(s) and Child(ren) | 420 | 304 |
| Chronically Homeless Individuals | 243 | 1,956 |
| Chronically Homeless Families | 34 | 81 |
| Veterans | 183 | 178 |
| Unaccompanied Child | 3 | 2 |
| Persons with HIV | 19 | 8 |

Note: Service Planning Area 8 covers South Bay within the boundaries of the Los Angeles Continuum of Care. Long Beach is excluded from this boundary.

**Data Source:** 2024 Greater Los Angeles Homeless Count.

**If data is not available for the categories "number of persons becoming and exiting homelessness each year," and "number of days that persons experience homelessness," describe these categories for each homeless population type (including chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth):**

**Table NA-40.02: Race/Ethnicity of Sheltered and Unsheltered – Service Planning Area 8**

| Race/Ethnicity | Sheltered | Unsheltered | Total | Prevalence in Homeless Population (%) |
|---|---|---|---|---|
| White | 603 | 952 | 1,555 | 29% |
| Black or African American | 628 | 1,276 | 1,904 | 35% |
| Asian | 17 | 133 | 150 | 3% |
| American Indian, Alaska Native, or Indigenous | 38 | 71 | 109 | 2% |
| Pacific Islander | 16 | 5 | 21 | 0% |
| Middle Eastern or North African | 1 | 8 | 9 | 0% |
| Hispanic | 476 | 1,791 | 2,267 | 42% |

Note: Service Planning Area 8 covers South Bay within the boundaries of Los Angeles Continuum of Care. Long Beach is excluded from this boundary. Note that persons with multiple racial/ethnic identities are represented in multiple categories.

**Data Source:** 2024 Greater Los Angeles Homeless Count

**Table NA-40.03: Household Type of Sheltered and Unsheltered – Service Planning Area 8**

| | % of Unsheltered Persons | # of Unsheltered Persons | % of Sheltered Persons | # of Sheltered Persons |
|---|---|---|---|---|
| Veteran | 4% | 178 | 13% | 183 |
| Female | 30% | 1,181 | 39% | 562 |
| Family Members | 8% | 304 | 29% | 420 |
| Under 18 Years Old | 4% | 161 | 19% | 272 |

Note: Service Planning Area 8 covers South Bay within the boundaries of Los Angeles Continuum of Care. Long Beach is excluded from this boundary.

**Data Source:** 2024 Greater Los Angeles Homeless Count

In addition, the South Bay Coalition to End Homelessness provided the following Carson-specific data on homelessness. Note that the most current information available is for 2022.

**Table NA-40.04: City of Carson Homeless Count Results**

| Location | Living Situation [Notes 1,2] | 2017 | 2018 | 2019 | 2020 | 2022 [Note 4] |
|---|---|---|---|---|---|---|
| Unsheltered Street | Adults on Street | 39 | 32 | 51 | 47 | 42 |
| | Family Members on Street | 0 | 0 | 0 | 0 | 0 |
| | Unaccompanied Minors on Street | 0 | [Note 3] | [Note 3] | [Note 3] | [Note 3] |
| | Make-Shift Shelters | 81 | 35 | 19 | 5 | 15 |
| | Tents | 44 | 14 | 1 | 2 | 4 |
| Unsheltered Vehicle | Cars | 21 | 86 | 65 | 19 | 20 |
| | Vans | 38 | 62 | 46 | 41 | 22 |
| | RVs | 155 | 233 | 144 | 44 | 30 |
| Sheltered | Emergency Shelter | 0 | 0 | 0 | 0 | 0 |
| | Transitional Shelter | 0 | 0 | 0 | 0 | 0 |
| | **Total** | **378** | **462** | **326** | **158** | **133** |

**Notes**

1. In 2019, LAHSA changed the city/neighborhood boundaries and then retroactively applied these to the 2016-2018 Counts. The table and graph reflect the original Count results reported for those years, and hence may be different from LAHSA's Community data. SBCEH rounds the data differently than LAHSA, which might also result in slightly different reporting numbers.
2. The following results are reported at the SPA level only: Domestic Violence Shelters, Youth Count results, and DPSS-issued motel vouchers.
3. Unaccompanied Minors on the Street data is only available at the SPA/Regional level.
4. The 2021 unsheltered count was canceled because of the COVID-19 pandemic. The 2022 was delayed one month because of the Omicron variant surge.

**Data Source:** South Bay Coalition to End Homelessness, Los Angeles Homeless Services Authority, 2022

**Estimate the number and type of families in need of housing assistance for families with children and the families of veterans.**

Table NA-40.03 shows that families account for 8 percent of the unsheltered population and 29 percent of the sheltered population, according to 2024 Point-in-Time Count data. Additionally, veterans make up 4 percent of the unsheltered population and 13 percent of the sheltered population.

**Describe the Nature and Extent of Homelessness by Racial and Ethnic Group.**

Table NA-40.03 shows that 42 percent of individuals experiencing homelessness in Service Planning Area 8 are Hispanic, 35 percent are Black or African American, and 29 percent are

White. Note that persons with multiple racial/ethnic identities are represented in multiple categories.

**Describe the Nature and Extent of Unsheltered and Sheltered Homelessness.**

Based on the 2024 PIT Count, in Service Planning Area 8, 1,436 individuals were sheltered (26 percent), and 3,992 individuals were unsheltered (74 percent), totaling 5,428 individuals experiencing homelessness.

**Discussion**

Please see above.

## NA-45 Non-Homeless Special Needs Assessment - 91.205 (b,d)

**Introduction:**

The non-homeless special needs group is described as persons who are not homeless but who require housing or supportive services because of special characteristics. This group includes elderly (aged 62 and older); frail elderly; persons with mental, physical or developmental disabilities; persons with HIV/AIDS and their families; persons with alcohol or other drug addictions; and victims of domestic violence, dating violence, sexual assault and stalking.

**Describe the characteristics of special needs populations in your community:**

Elderly and Frail Elderly

Seniors (those 65 years of age and older) are considered a special needs group due to their relatively low income and relatively high presence of disabilities or limitations and dependency needs. According to 2022 five-year ACS estimates, 17 percent of Carson's population is aged 65 years or older (16,245 individuals). Furthermore, 2,134 Carson households (8 percent of all households) consist of a person aged 65 or older living alone. Senior households are particularly vulnerable to housing problems due to limited income, prevalence of mental and physical disabilities, limited mobility and high health care costs. As shown in Table NA-10.11, 36 percent of low-income households experiencing severe housing cost burden are elderly (1,210 households).

Persons with Disabilities

Table NA-45.01 presents disability rates by age, based on 2022 five-year ACS estimates. As shown, the disability rate was 13 percent citywide. As expected, the disability rate increases with age, reaching 52 percent among individuals aged 75 and older.

**Table NA-45.01: Disability by Age**

| Age | Male | | Female | | Total | |
|---|---|---|---|---|---|---|
| | Disabled Population | Disability Rate | Disabled Population | Disability Rate | Disabled Population | Disability Rate |
| Under 5 | 0 | 0.0% | 0 | 0.0% | 0 | 0.0% |
| 5 to 17 | 483 | 6.8% | 110 | 1.6% | 593 | 4.2% |
| 18 to 34 | 949 | 8.1% | 459 | 4.5% | 1,408 | 6.4% |
| 35 to 64 | 2,410 | 13.0% | 1,859 | 9.7% | 4,269 | 11.3% |
| 65 to 74 | 1,129 | 27.4% | 1,230 | 22.9% | 2,359 | 24.9% |
| 75 or Older | 1,381 | 49.0% | 2,113 | 54.7% | 3,494 | 52.3% |
| **Total** | **6,352** | **13.6%** | **5,771** | **12.2%** | **12,123** | **12.9%** |

**Data Source:** 2018-2022 ACS [Table B18101]

Table NA-45.02 presents the number of Carson residents with disabilities by type based on the 2022 five-year ACS estimates. Among individuals aged five years old and older, 8 percent have an independent living disability, 8 percent have an ambulatory disability, and 6 percent have a cognitive disability.

**Table NA-45.02: Total Disabilities Tallied: Aged 5 and Older**

| Disability Type | Population with Disability | Percent with Disability |
|---|---|---|
| Hearing difficulty | 2,442 | 2.6% |
| Vision difficulty | 1,586 | 1.7% |
| Cognitive difficulty | 5,388 | 6.0% |
| Ambulatory difficulty | 6,796 | 7.6% |
| Self-care difficulty | 3,646 | 4.1% |
| Independent living difficulty | 6,017 | 7.9% |

**Data Source:** 2018-2022 ACS [Table S1810]

Persons with Alcohol or Other Drug Addictions

The Substance Abuse Prevention and Control (SAPC) division of the Los Angeles County Department of Public Health tracks substance use disorder (SUD) treatment data across the county. Per SAPC's most recent report for the 2023–2024 fiscal year, a total of 34,229 unique patients accounted for 56,196 treatment admissions. Of these individuals, 10 percent resided in Service Planning Area (SPA) 8. Alcohol was the most reported primary substance at admission (29 percent), followed closely by methamphetamine (29 percent) and prescription drugs (17 percent). The most frequently reported age range for first primary substance use was 12 to 17 years old (42 percent), highlighting the early onset of substance use among a significant portion of individuals seeking treatment.

Victims of Domestic Violence

Pinpointing specific numbers of domestic violence victims is difficult due to the lack of reporting and other mitigating factors. However, the California Department of Justice received 257 domestic violence-related calls for assistance in 2023 from residents of Carson, nearly identical to the number of calls in 2022 (255).

**What are the housing and supportive service needs of these populations and how are these needs determined?**

The housing and supportive service needs of these populations were identified through multiple sources, including community and stakeholder meetings, as well as responses to surveys distributed to the community and identified stakeholders.

The Community Needs Assessment Survey results highlight affordable rental housing for seniors as the top housing priority, with 67 percent of respondents identifying it as one of the top three most critical needs. Other significant housing needs include affordable for-sale housing (with 63 percent of respondents identifying it as one of the top three most critical needs) and affordable rental housing for individuals and families with low to moderate incomes (with 40 percent of respondents identifying it as one of the top three most critical needs).

In terms of supportive services, the Community Needs Assessment Survey respondents ranked services for neglected and abused children as the highest priority, with 73 percent of respondents identifying it as a critical need. Other key services identified included centers and services for people with disabilities (with 67 percent of respondents identifying it as one of the

top three most critical needs) and domestic violence services (with 50 percent of respondents identifying it as one of the top three most critical needs).

**Discuss the size and characteristics of the population with HIV/AIDS and their families within the Eligible Metropolitan Statistical Area:**

Individuals affected by HIV and/or AIDS represent a special needs population with unique challenges. The 2023 Los Angeles County Annual HIV Surveillance Report outlines the status of the HIV epidemic in the county. Key findings from the report include the following:

- As of year-end 2023, 51,796 Los Angeles County residents (including adolescent, adult and pediatric cases) were living with diagnosed HIV. This number excludes undiagnosed persons living with HIV.
- In 2022, 1,641 persons aged 13 years and older were newly diagnosed with HIV.
- HIV diagnosis rates vary by population and location, with significant disparities. Males have a higher rate of new HIV diagnoses (35 per 100,000) compared to females (5 per 100,000).
- Black persons had higher rates of HIV diagnosis compared with all other racial and ethnic groups.

**Discussion**

Please see above.

## NA-50 Non-Housing Community Development Needs – 91.215 (f)

**Describe the jurisdiction's need for Public Facilities**

Based on the Community Needs Assessment Survey, youth centers were identified as the top priority among critical community facility needs, with 43 percent of respondents ranking them as one of the top three most critical needs. Other key public facility priorities included senior centers (with 40 percent of respondents ranking them as one of the top three most critical needs) and community centers and healthcare facilities (both with 37 percent of respondents ranking them as one of the top three most critical needs), highlighting the importance of facilities that support families and youth in Carson.

**How were these needs determined?**

Public facilities needs were identified through multiple sources, including community and stakeholder meetings and responses to surveys distributed to the community and identified stakeholders.

**Describe the jurisdiction's need for Public Improvements**

According to the Community Needs Assessment Survey, public safety improvements emerged as the top priority among critical infrastructure needs, with 47 percent of respondents identifying them as one of the top three most critical needs. Other key priorities included access to broadband internet (with 33 percent of respondents ranking them as one of the top three most critical needs) and bike/walking paths (with 30 percent of respondents ranking them as one of the top three most critical needs). Additionally, sidewalks, streets/alleys, and water/sewer improvements were equally ranked, with 27 percent of respondents ranking them as one of the top three most critical needs. These findings highlight the community's emphasis on enhancing safety, connectivity, and essential infrastructure services.

**How were these needs determined?**

Public improvement needs were identified through multiple sources, including community and stakeholder meetings and responses to surveys distributed to the community and identified stakeholders.

**Describe the jurisdiction's need for Public Services**

Based on the Community Needs Assessment Survey, crime prevention programs were identified as the top priority among critical community service needs, with 50 percent of respondents ranking them as one of the top three most critical needs. Other key public service priorities included emergency preparedness (with 47 percent of respondents ranking them as one of the top three most critical needs) and childcare centers and services (with 40 percent of respondents ranking them as one of the top three most critical needs). These services are critical to improving safety, stability, and overall well-being for residents, particularly those in households with low to moderate incomes.

**How were these needs determined?**

Public services needs were identified through multiple sources, including community and stakeholder meetings and responses to surveys distributed to the community and identified stakeholders.

# Housing Market Analysis

## MA-05 Overview

The Housing Market Analysis includes the following sections:

- MA-10 Housing Market Analysis: Number of Housing Units
- MA-15 Housing Market Analysis: Cost of Housing
- MA-20 Housing Market Analysis: Condition of Housing
- MA-25 Public and Assisted Housing
- MA-30 Homeless Facilities and Services
- MA-35 Special Needs Facilities and Services
- MA-40 Barriers to Affordable Housing
- MA-45 Non-Housing Community Development Assets
- MA-50 Needs and Market Analysis Discussion
- MA-60 Broadband Needs of Housing Occupied by Low- and Moderate-Income Households
- MA-65 Hazard Mitigation

**Housing Market Analysis Overview**

Table MA-05.01 presents the median sales price of single-family homes from 2020 to 2024, as reported by the California Association of Realtors. During this period, the median sales price increased by 35 percent, reflecting a significant rise in housing costs.

| **Table MA-05.01: Median Sales Price of Single-Family Homes** **Year (Year to Date as of October)** | **Median Sales Price** |
|---|---|
| 2020 | $583,500 |
| 2021 | $697,450 |
| 2022 | $795,000 |
| 2023 | $751,500 |
| 2024 | $790,000 |

**Source:** California Association of Realtors

## MA-10 Number of Housing Units – 91.210(a)&(b)(2)

### Introduction

Table MA-10.01 provides an overview of housing units in Carson by type. Between 2017 and 2022, the total number of housing units increased by 4 percent. As of 2022, single-family homes comprised 79 percent of the housing stock, while apartment units accounted for 12 percent.

**Table MA-10.01: Housing by Count of Units**

| Property Type | 2017 Five-Year ACS | | 2022 Five-Year ACS | |
|---|---|---|---|---|
| | Number | % of Total | Number | % of Total |
| 1-unit detached structure | 18,307 | 70.1% | 19,630 | 72.1% |
| 1-unit, attached structure | 1,936 | 7.4% | 1,796 | 6.6% |
| 2-4 units | 759 | 2.9% | 577 | 2.1% |
| 5-19 units | 1,269 | 4.9% | 1,021 | 3.7% |
| 20 or more units | 1,459 | 5.6% | 1,794 | 6.6% |
| Mobile Home, boat, RV, van, etc. | 2,389 | 9.2% | 2,418 | 8.9% |
| **Total** | **26,119** | **100.0%** | **27,236** | **100.0%** |

**Data Source:** 2013-2017 & 2018-2022 ACS [Table DP04]

Table MA-10.02 shows housing units by tenure from 2017 to 2022. In 2022, 72 percent were owner-occupied, while 24 percent were renter-occupied and 4 percent were vacant.

**Table MA-10.02: Housing Units by Tenure**

| Tenure | 2017 Five-Year ACS | | 2022 Five-Year ACS | |
|---|---|---|---|---|
| | Population | % of Total | Population | % of Total |
| Occupied Housing Units | 25,381 | 97.2% | 26,084 | 95.8% |
| Owner-Occupied | 18,916 | 72.4% | 19,496 | 71.6% |
| Renter-Occupied | 6,465 | 24.8% | 6,588 | 24.2% |
| Vacant Housing Units | 738 | 2.8% | 1,152 | 4.2% |
| **Total** | **26,119** | **100.0%** | **27,236** | **100.0%** |

**Data Source:** 2013-2017 & 2018-2022 ACS [Table DP04]

Table MA-10.03 shows housing units by the year built, based on 2017 and 2022 five-year ACS estimates. Most housing units in Carson were built between 1950 and 1969, comprising 55 percent in 2022.

**Table MA-10.03: Housing Units by Year Home Built**

| Year Built | 2017 Five-Year ACS | | 2022 Five-Year ACS | |
|---|---|---|---|---|
| | Population | % of Total | Population | % of Total |
| Built 2020 or later | 0 | 0.0% | 79 | 0.3% |
| Built 2010 to 2019 | 514 | 2.0% | 666 | 2.4% |
| Built 2000 to 2009 | 1,329 | 5.1% | 1,522 | 5.6% |
| Built 1990 to 1999 | 1,026 | 3.9% | 1,038 | 3.8% |
| Built 1980 to 1989 | 2,303 | 8.8% | 2,126 | 7.8% |
| Built 1970 to 1979 | 3,819 | 14.6% | 3,677 | 13.5% |
| Built 1960 to 1969 | 8,645 | 33.1% | 8,756 | 32.1% |
| Built 1950 to 1959 | 5,618 | 21.5% | 6,284 | 23.1% |
| Built 1940 to 1949 | 1,951 | 7.5% | 2,425 | 8.9% |
| Built 1939 or earlier | 914 | 3.5% | 663 | 2.4% |
| **Total** | **26,119** | **100.0%** | **27,236** | **100.0%** |

**Data Source:** 2013-2017 & 2018-2022 ACS [Table DP04]

Table MA-10.04 shows the distribution of housing units in Carson by size and tenure, based on 2022 five-year ACS data. Among homeowners, the majority (82 percent) reside in units with three or more bedrooms. Among renters, unit sizes are more evenly distributed. While 44 percent of renters occupy units with three or more bedrooms, 36 percent reside in two-bedroom units, 16 percent reside in one-bedroom units, and 4 percent reside in studios or efficiency units.

**Table MA-10.04: Occupied Housing Units by Bedroom Count and Tenure**

| | Owners | | Renters | |
|---|---|---|---|---|
| | Number | % | Number | % |
| No bedroom | 94 | 0.5% | 294 | 4% |
| 1 bedroom | 322 | 2% | 1,030 | 16% |
| 2 bedrooms | 3,015 | 15% | 2,378 | 36% |
| 3 or more bedrooms | 16,065 | 82% | 2,886 | 44% |
| ***Total*** | **19,496** | **100%** | **6,588** | **100%** |

**Data Source:** 2018-2022 ACS [Table B25042]

**Describe the number and targeting (income level/type of family served) of units assisted with federal, state, and local programs.**

Programs will target households that experience housing problems in the City of Carson. As shown in Table NA-10.08, an estimated 3,415 renter households and 4,660 owner households experience cost burden, overcrowding, and/or substandard housing. To improve housing stability and affordability, programs will prioritize assistance for low- and moderate-income households, including families, seniors, and individuals with disabilities.

**Provide an assessment of units expected to be lost from the affordable housing inventory for any reason, such as expiration of Section 8 contracts.**

Carson's 2021-2029 Housing Element includes an evaluation of low-income multifamily rental units at risk of becoming market rate housing within the 2021-2031 at-risk housing analysis period.

The Carson Gardens Apartments includes 100 assisted units and is considered at moderate risk of conversion, since the Section 8 contract with HUD will expire in 2031, according to HUD's Multifamily Assistance and Section 8 Database as of December 2021.

Additionally, Grace Manor includes 30 assisted units and is considered at very high risk of conversion, because the Section 8 contract expires in 2022, according to HUD's Multifamily Assistance and Section 8 Database as of December 2021. According to contract renewal information provided by HUD's Multifamily Property/Contract/Rent & Utility Allowance Datasets, a 12-month contract with HUD for Grace Manor was renewed in July 2021. Grace Manor is owned by the Long Beach Affordable Housing Coalition (LBAHC), which is a non-profit Community Development Corporation (CDC). It is likely that the LBAHC will continue to maintain the project as affordable housing during the planning period by continuing to enter into 12-month contracts with HUD.

**Does the availability of housing units meet the needs of the population?**

As highlighted in the Needs Assessment section and reinforced by public input, the current housing stock in Carson does not adequately meet the needs of the population. This is most evident in the high rate of cost burden and severe cost burden among residents. As shown in Table NA-10.16, according to 2022 five-year CHAS data, 48 percent of renters and 26 percent of homeowners are cost-burdened, meaning they spend more than 30 percent of their income on

housing. These households are the most likely to be living in units that do not fully meet their needs.

**Describe the need for specific types of housing.**

Based on the Community Needs Assessment Survey, affordable rental housing for seniors was identified as the top priority among housing needs, with 67 percent of respondents ranking it as one of the top three critical needs. Other key housing priorities included affordable for-sale housing (with 63 percent of respondents ranking it as one of the top three critical needs), and affordable rental housing for individuals and families with low to moderate incomes (with 40 percent of respondents ranking it as one of the top three critical needs).

**Discussion**

See above.

## MA-15 Housing Market Analysis: Cost of Housing - 91.210(a)

### Introduction

As in much of California, housing costs in Carson have risen over the past decade. The following section provides information on the cost of housing in Carson.

**Table MA-15.01: Cost of Housing**

| | Base Year: 2017 | Most Recent Year: 2022 | % Change |
|---|---|---|---|
| Median Home Value | $402,500 | $616,000 | 53% |
| Median Contract Rent | $1,329 | $1,675 | 26% |

**Data Source:** 2013-2017 ACS (Base Year), 2018-2022 ACS (Most Recent Year) [Table B25077 – Median Home Value & Table B25058 – Median Contract Rent]

**Table MA-15.02: Rent Paid for Renter-Occupied Housing Units**

| Rent Paid | Number | % |
|---|---|---|
| Less than $500 | 193 | 3% |
| $500-999 | 846 | 13% |
| $1,000-1,499 | 1,076 | 17% |
| $1,500-1,999 | 1,646 | 26% |
| $2,000 or more | 2543 | 40% |
| **Total** | **6,304** | **100%** |

**Data Source:** 2018-2022 ACS [Table B25063]

**Table MA-15.03: Housing Affordability**

| Number of Units affordable to Households earning | Renter | Owner |
|---|---|---|
| 30% HAMFI | 520 | No Data |
| 50% HAMFI | 1,580 | 950 |
| 80% HAMFI | 3,750 | 2,030 |
| 100% HAMFI | No Data | 3,520 |
| **Total** | **5,850** | **6,500** |

**Data Source:** 2016-2020 CHAS

**Table MA-15.04: Monthly Rent – Los Angeles-Long Beach-Glendale HUD Metro FMR Area**

| Monthly Rent | Efficiency (no bedroom) | 1 Bedroom | 2 Bedroom | 3 Bedroom | 4 Bedroom |
|---|---|---|---|---|---|
| Fair Market Rent | $1,777 | $2,006 | $2,544 | $3,263 | $3,600 |
| High HOME Rent | $1,559 | $1,671 | $2,007 | $2,310 | $2,558 |
| Low HOME Rent | $1,213 | $1,300 | $1,560 | $1,803 | $2,011 |

Data Source: 2024 HUD FMR and HOME Rents

**Is there sufficient housing for households at all income levels?**

The housing needs and cost burden analysis in the Needs Assessment highlight significant housing challenges faced by a substantial segment of the Carson population, particularly households with low incomes. These households are disproportionately affected by cost burdens, indicating a lack of sufficient housing options that are affordable to all income levels.

Public input reinforced this finding, with community members emphasizing the urgent need for more affordable housing for lower-income households. This highlights the importance of expanding housing options and assistance programs to better serve Carson residents.

**How is affordability of housing likely to change considering changes to home values and/or rents?**

Housing prices in Carson have risen significantly in recent years. If this trend continues, rising rents and home values will place more households under financial strain.

**How do HOME rents / Fair Market Rent compare to Area Median Rent? How might this impact your strategy to produce or preserve affordable housing?**

Table MA-15.04 shows the current HUD fair market rents for rental housing, as well as the allowable high and low HOME rents. These rents are the upper limits of rents that can be charged by property owners with units assisted by HUD rental housing programs. Increasing rents in the region's market have widened the gap between HUD FMRs and market rents, creating problems for low-income households seeking units that will accept their HUD voucher for rent assistance.

**Discussion**

Housing costs in Carson remain out of reach for many households with low to moderate incomes, as reflected in the high proportion facing cost burdens and other housing challenges. Housing affordability is expected to remain a major issue, highlighting the need for more affordable housing options.

## MA-20 Housing Market Analysis: Condition of Housing – 91.210(a)

### Introduction

The following section provides information on the condition of housing in the City of Carson.

**Describe the jurisdiction's definition of "standard condition" and "substandard condition but suitable for rehabilitation":**

The City of Carson defines standard and substandard housing condition based on California Health and Safety Code. California Health and Safety Code Section 17920.3 defines a substandard structure as any building or portion thereof in which there exists any of the following conditions to an extent that endangers the life, limb, health, property, safety, or welfare of the occupants, nearby residents, or the public:

- Inadequate sanitation (including lack of or improper bathroom facilities, running water, and heating);
- Structural hazards;
- Any nuisance;
- Faulty wiring;
- Unsafe or improper plumbing;
- Unsafe or improper mechanical equipment;
- Faulty weather protection;
- Conditions that could cause or augment the spread of a fire or explosion;
- Unsafe or improper construction materials;
- Debris constituting a fire, health, or safety hazard;
- Inadequate maintenance;
- Inadequate exits;
- Inadequate fire protection; or
- Space occupied for living, sleeping, cooking, or dining that were not intended for those purposes.

A standard housing condition is one in which none of the above conditions exist.

As shown in Table MA-20.01 below, 31 percent of owner-occupied units and 56 percent of renter-occupied units in Carson have one or two selected physical or financial conditions. Note that the conditions are identical to the following four housing problems: (1) lacking complete plumbing facilities, (2) lacking complete kitchen facilities, (3) more than one occupant per room, and (4) housing costs greater than 30 percent of household income.

**Table MA-20.01: Condition of Units**

| Condition of Units | Owner-Occupied | | Renter-Occupied | |
|---|---|---|---|---|
| | Number | % | Number | % |
| With one selected Condition | 5,715 | 29% | 3,059 | 46% |
| With two selected Conditions | 371 | 2% | 634 | 10% |
| With three selected Conditions | 37 | 0% | 0 | 0% |
| With four selected Conditions | 0 | 0% | 0 | 0% |
| No selected Conditions | 13,373 | 69% | 2,895 | 44% |
| **Total** | **19,496** | **100%** | **6,588** | **100%** |

**Data Source:** 2018-2022 ACS [Table B25123]

As shown in Table MA-20.02 below, most owner-occupied and renter-occupied housing in Carson was built between 1950 and 1979. Many of these units, particularly those occupied by lower-income households, may require rehabilitation.

**Table MA-20.02: Year Unit Built**

| Year Unit Built | Owner-Occupied | | Renter-Occupied | |
|---|---|---|---|---|
| | Number | % | Number | % |
| 2000 or later | 1,596 | 8% | 671 | 10% |
| 1980-1999 | 1,958 | 10% | 1,026 | 16% |
| 1950-1979 | 13,864 | 71% | 3,996 | 61% |
| Before 1950 | 2,078 | 11% | 895 | 14% |
| **Total** | **19,496** | **100%** | **6,588** | **100%** |

**Data Source:** 2018-2022 ACS [Table B25036]

Table MA-20.03 compares the status of vacant units in Carson in 2017 and 2022. By 2022, 31 percent of vacant units were for seasonal, recreational, or occasional use.

**Table MA-20.03: Status of Vacant Housing Units**

| Status of Vacant Housing Units | 2017 Five-Year ACS | | 2022 Five-Year ACS | |
|---|---|---|---|---|
| | Units | % of Total | Units | % of Total |
| For rent | 96 | 13.0% | 102 | 8.9% |
| Rented, not occupied | 54 | 7.3% | 0 | - |
| For sale only | 94 | 12.7% | 57 | 4.9% |
| Sold, not occupied | 65 | 8.8% | 97 | 8.4% |
| For seasonal, recreational, or occasional use | 96 | 13.0% | 359 | 31.2% |
| For migrant workers | 0 | - | 0 | - |
| Other vacant | 333 | 45.1% | 537 | 46.6% |
| **Total** | **738** | **100.0%** | **1,152** | **100.0%** |

**Data Source:** 2013-2017 & 2018-2022 ACS [Table B25004]

**Table MA-20.04: Vacant Units**

| | Suitable for Rehabilitation | Not Suitable for Rehabilitation | Total |
|---|---|---|---|
| Vacant Units | Information on this table was not populated from the HUD IDIS system. | | |
| Abandoned Vacant Units | | | |
| REO Properties | | | |
| Abandoned REO Properties | | | |

**Table MA-20.05: Risk of Lead-Based Paint Hazard**

| Risk of Lead-Based Paint Hazard | Owner-Occupied | | Renter-Occupied | |
|---|---|---|---|---|
| | Number | % | Number | % |
| Total Number of Units Built Before 1980 | 15,942 | 82% | 4,891 | 74% |
| Housing Units Built before 1980 with Children 6 Years Old or Younger Present | 2,105 | 11% | 969 | 15% |

**Data Source:** 2018-2022 ACS [Table B25036] (Total Units); 2017-2021 CHAS [Table 13] (Units with Children present)

**Table MA-20.06: Vintage of Households by Income and Presence of Young Children**

| Income | One or more children age 6 or younger | No children age 6 or younger | Total |
|---|---|---|---|
| **Built 1939 or Earlier** | | | |
| 0-30% AMI | 40 | 60 | 100 |
| >30-50% AMI | 0 | 35 | 35 |
| >50-80% AMI | 29 | 145 | 174 |
| >80-100% AMI | 25 | 55 | 80 |
| >100% AMI | 35 | 220 | 255 |
| **Total** | **129** | **515** | **644** |
| **Built 1940-1979** | | | |
| 0-30% AMI | 275 | 2,430 | 2,705 |
| >30-50% AMI | 450 | 1,830 | 2,280 |
| >50-80% AMI | 560 | 3,440 | 4,000 |
| >80-100% AMI | 550 | 2,055 | 2,605 |
| >100% AMI | 1,110 | 7,610 | 8,720 |
| **Total** | **2,945** | **17,365** | **20,310** |
| **Built 1980 or Later** | | | |
| 0-30% AMI | 95 | 835 | 930 |
| >30-50% AMI | 125 | 350 | 475 |
| >50-80% AMI | 110 | 760 | 870 |
| >80-100% AMI | 80 | 315 | 395 |
| >100% AMI | 235 | 2,210 | 2,445 |
| **Total** | **645** | **4,470** | **5,115** |
| **Total** | | | |
| 0-30% AMI | 410 | 3,325 | 3,735 |
| >30-50% AMI | 575 | 2,215 | 2,790 |
| >50-80% AMI | 699 | 4,345 | 5,044 |
| >80-100% AMI | 655 | 2,425 | 3,080 |
| >100% AMI | 1,380 | 10,040 | 11,420 |
| **Total** | **3,719** | **22,350** | **26,069** |

**Data Source:** 2017-2021 CHAS

**Describe the need for owner and rental rehabilitation based on the condition of the jurisdiction's housing.**

As shown in Table MA-20.02 above, approximately 80 percent of occupied housing units in Carson were built before 1980, highlighting the City's aging housing stock and the growing need for both owner and rental rehabilitation. Older housing stock presents challenges such as

deferred maintenance, outdated infrastructure, and potential health hazards, including lead-based paint exposure. The rising costs of labor and materials, coupled with stagnant wages, make it difficult for many homeowners and landlords to afford necessary repairs, often resulting in deteriorating housing conditions.

Most affected by these conditions are low-income seniors and those with disabilities who do not have the resources, and in many instances, the physical capabilities to maintain their residences. Owners of aging rental units also may face challenges when there is insufficient cash flow to enable them to keep abreast of the maintenance and rehabilitation needs of their units.

**Estimate the number of housing units within the jurisdiction that are occupied by low- or moderate-income families that contain lead-based paint hazards. 91.205(e), 91.405**

Lead-based paint hazards are most commonly found in homes built before 1980. As shown in Tables MA-20.02 and MA-20.05 above, approximately 82 percent of owner-occupied and 74 percent of renter-occupied units were built before 1980, making them potential sources of lead exposure. Among these older units, 11 percent of owner-occupied and 15 percent of renter-occupied homes have children present, a population particularly vulnerable to lead poisoning.

To better estimate the number of housing units occupied by low- or moderate-income families that may contain lead-based paint hazards, Table MA-20.06 provides a breakdown of households living in pre-1980 units by income level. The high percentage of older rental units, combined with the presence of children in these homes, underscores the ongoing need for lead hazard remediation efforts, particularly in rental housing occupied by lower-income families.

**Discussion**

Please see above.

## MA-25 Public and Assisted Housing – 91.210(b)

### Introduction

The Housing Authority of the County of Los Angeles (HACoLA) administers Public Housing and Housing Choice Voucher programs for jurisdictions throughout Los Angeles County, including Carson. No public housing units are within Carson's boundaries. Table MA-25.01 below summarizes existing housing vouchers administered by the HACoLA countywide (not only within Carson).

**Table MA-25.01: Totals Number of Units by Program Type**

| Program Type | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | Certificate | Mod-Rehab | Public Housing | Vouchers | | | | | |
| | | | | Total | Project -based | Tenant - based | Special Purpose Voucher | | |
| | | | | | | | Veterans Affairs Supportive Housing | Family Unification Program | Disabled * |
| # of units vouchers available | 0 | 261 | 2,962 | 21,798 | 1 | 21,797 | 1,264 | 1,357 | 558 |
| # of accessible units | | | | | | | | | |

***includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition**

**Data Source:** PIC (PIH Information Center)

### Describe the supply of public housing developments:

Not applicable.

**Describe the number and physical condition of public housing units in the jurisdiction, including those that are participating in an approved Public Housing Agency Plan**

**Table MA-25.02: Public Housing Condition**

| Public Housing Development | Average Inspection Score |
|---|---|
| N/A | N/A |

**Describe the restoration and revitalization needs of public housing units in the jurisdiction:**

Not applicable.

**Describe the public housing agency's strategy for improving the living environment of low- and moderate-income families residing in public housing:**

Not applicable.

**Discussion**

Not applicable.

## MA-30 Homeless Facilities and Services – 91.210(c)

### Introduction

The Los Angeles Homeless Services Authority (LAHSA) serves as the lead agency for the HUD-funded Los Angeles Continuum of Care (CoC), coordinating federal, state, county, and city funds to provide shelter, housing, and supportive services for individuals and families experiencing homelessness. The following section describes the facilities and services available in the Los Angeles County CoC.

**Table MA-30.01: Facilities and Housing Targeted to Homeless Households – Los Angeles Continuum of Care Totals**

| | Emergency Shelter Beds | | Transitional Housing Beds | Permanent Supportive Housing Beds | |
|---|---|---|---|---|---|
| | Year Round Beds (Current & New) | Voucher / Seasonal / Overflow Beds | Current & New | Current & New | Under Development |
| Households with Adult(s) and Child(ren) | 8,371 | Unknown | 938 | 5,888 | Unknown |
| Households with Only Adults | 15,165 | Unknown | 2,049 | 20,348 | Unknown |
| Chronically Homeless Households | 0 | Unknown | 0 | 4,138 | Unknown |
| Veterans | 256 | Unknown | 653 | 6,242 | Unknown |
| Unaccompanied Youth | 114 | Unknown | 1 | 12 | Unknown |

**Data Source:** 2024 **Los Angeles Continuum of Care Housing Inventory Count**

**Describe mainstream services, such as health, mental health, and employment services to the extent those services are used to complement services targeted to homeless persons**

Mainstream services, including health care, mental health support, and employment services, are essential in addressing the broader challenges that contribute to housing instability and homelessness. These services are integrated within the Los Angeles County CoC through partnerships with non-profit organizations, government agencies, and specialized service providers.

Through LAHSA, funding, program design, outcomes assessment, and technical assistance are provided to more than 100 non-profit partner agencies. These agencies deliver a continuum of programs ranging from outreach, access centers, emergency shelters, safe havens, transitional and permanent housing, and homelessness prevention services. They also offer the supportive services necessary to help individuals develop the skills and stability needed for long-term housing security.

In addition to coordinating service providers, LAHSA collaborates with both the City and County of Los Angeles to integrate mainstream services and housing opportunities, ensuring a broad and equitable distribution of resources throughout the Los Angeles County CoC. This partnership enhances access to health care, mental health treatment, substance use disorder services, workforce development programs, and other critical interventions that promote housing retention and self-sufficiency.

**List and describe services and facilities that meet the needs of homeless persons, particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth. If the services and facilities are listed on screen SP-40 Institutional Delivery Structure or screen MA-35 Special Needs Facilities and Services, describe how these facilities and services specifically address the needs of these populations.**

Numerous homeless service providers in Los Angeles County operate as part of the Los Angeles County CoC. These service providers offer a comprehensive range of support beyond housing and shelter, including employment training, counseling, financial literacy, legal aid, childcare, and transportation services. These wraparound services help individuals and families experiencing homelessness address barriers to stable housing, secure employment, and achieve long-term self-sufficiency.

Additionally, the City of Carson partners with local service providers to meet the needs of individuals and families experiencing homelessness. These partnerships help ensure that

emergency shelter, transitional housing, meal programs, healthcare, and supportive services are accessible to those in need. The City collaborates with key organizations, such as Harbor Interfaith Services, and Beacon Light Mission in conjunction with LAHSA to connect homeless individuals and families with available resources and long-term housing solutions. By leveraging partnerships and integrating supportive services, the City aims to provide comprehensive, person-centered assistance that moves individuals from homelessness to stable housing.

Furthermore, the City of Carson's Public Safety Engagement Officer team collaborates with the South Bay Cities Council of Governments (SBCCOG) to conduct targeted outreach to individuals experiencing homelessness, particularly those who are unsheltered. SBCCOG has partnered with Watts Labor Community Action Committee (WLCAC), and Los Angeles Homeless Authority (LAHSA) a statewide network of service providers specializing in homelessness response. The City's Public Safety Engagement Officer team serves as the first point of contact for unhoused individuals in Carson. Our outreach team directly engages with unsheltered individuals, building trust to assess their specific needs and connect them to essential services. For ongoing case management, we collaborate with WLCAC and LAHSA, which provide services such as housing assistance, interim housing, veterans' services, mental health care, medical services, employment support, and benefits enrollment. Through comprehensive, person-centered support, our collective goal is to help individuals transition from homelessness to stable housing and improved well-being. Through this coordinated approach, the City and its partners provide a comprehensive and person-centered response to homelessness, ensuring that individuals receive the support needed to transition into stable housing and improve their overall quality of life.

## MA-35 Special Needs Facilities and Services – 91.210(d)

**Introduction**

The City will continue to maintain and coordinate services to assist individuals with special needs. Existing service providers will be supported when possible and existing funds will be prioritized and expended when appropriate and feasible.

**Including the elderly, frail elderly, persons with disabilities (mental, physical, developmental), persons with alcohol or other drug addictions, persons with HIV/AIDS and their families, public housing residents and any other categories the jurisdiction may specify, and describe their supportive housing needs**

The housing and supportive service needs of Carson's special needs populations were identified through multiple sources, including community and stakeholder meetings, as well as responses to surveys distributed to the community and identified stakeholders.

The Community Needs Assessment Survey responses highlight affordable rental housing for seniors as the top housing priority, with 67 percent of respondents identifying it as a top three critical need. Other significant housing needs include affordable for-sale housing (with 63 percent of respondents identifying it as a top three critical need) and affordable rental housing for individuals and families with low to moderate incomes (with 40 percent of respondents identifying it as a top three critical need).

In terms of supportive services, the Community Needs Assessment Survey responses revealed that services for neglected and abused children ranked as the highest priority, with 73 percent of respondents identifying it as a top three critical need. Other key service needs include centers and services for people with disabilities (with 67 percent of respondents identifying it as a top three critical need) and domestic violence services (with 50 percent of respondents identifying it as a top three critical need).

Supportive housing for the elderly, persons with disabilities, individuals with addictions, and those living with HIV/AIDS is designed to promote independent living while providing necessary services. Individuals recovering from substance abuse may need short-term rehabilitation, counseling, or case management, whereas those with chronic conditions often require long-term assisted living, nursing care, and transportation services.

Persons with mental or physical disabilities benefit from affordable housing paired with flexible supportive services that enable them to access and maintain stable housing. Individuals with intellectual and developmental disabilities may require additional resources, such as housing set-asides and specialized supportive housing programs, to ensure they have access to safe and appropriate living environments.

**Describe programs for ensuring that persons returning from mental and physical health institutions receive appropriate supportive housing**

Persons returning from mental and physical health institutions may benefit from permanent supportive housing and other housing assistance programs designed to ensure long-term stability and prevent homelessness. In Los Angeles County, several agencies receive Measure H funding to provide permanent housing and support services, including the Departments of Health Services (DHS), Mental Health (DMH), Public Health (DPH), Children and Family Services (DCFS), and Public Social Services (DPSS), as well as the Los Angeles Homeless Services Authority (LAHSA) and the Los Angeles County Development Authority (LACDA).

Permanent supportive housing is a type of permanent housing that provides long-term rental subsidies and Intensive Case Management Services (ICMS) to individuals who have experienced chronic homelessness and have disabilities, chronic medical conditions, and/or behavioral health conditions. By integrating housing with supportive services, permanent supportive housing ensures that individuals can access medical care, mental health treatment, and social services to maintain stability and independence.

Within this model, rapid rehousing programs provide time-limited rental subsidies to quickly house people who have recently become homeless and offer them services until they can gradually take on the rent themselves. Additionally, shallow subsidy programs provide a long-term rental subsidy to help people avoid homelessness or reentry into homelessness. This is a lower level of assistance, often based on a set monthly amount, unlike traditional “deep subsidies” such as those provided through permanent supportive housing or the federally-funded Housing Choice Vouchers, also called Section 8 Vouchers.

By integrating affordable housing with essential support services, these programs create a pathway to stability for individuals exiting health institutions, ensuring they have the resources needed to maintain housing, access healthcare, and reintegrate into the community.

**Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. 91.315(e)**

Please see below.

**For entitlement/consortia grantees: Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. (91.220(2))**

The Carson Housing Authority (not a public housing authority in the sense that that term is commonly understood, but an entity that was created to continue the remaining affordable housing obligations of the former Redevelopment Agency) has provided financial assistance in the development of, and continues to assist through the provision of rental subsidies, at the following developments:

- Carson City Center, 720 E. Carson St. (86 senior units)
- Carson Terrace, 625 E. 219th St. (61 senior units)
- Avalon Courtyard, 22121 Avalon Blvd. (41 senior units)
- Bella Vita/Sepulveda Senior Housing, 402 Sepulveda Blvd. (65 senior units)
- Veterans Village, 600 W. Carson St. (50 units for veterans, scheduled to open during PY 2020)

## MA-40 Barriers to Affordable Housing – 91.210(e)

### Negative Effects of Public Policies on Affordable Housing and Residential Investment

Based on the City's previous work in its 2020 Analysis of Impediments to Fair Housing Choice, the following list of barriers to affordable housing in the City were identified:

- High levels of segregation
- Access to school proficiency
- Insufficient affordable housing in a range of unit sizes
- Discriminatory patterns in lending
- Insufficient accessible affordable housing
- Lack of fair housing infrastructure
- Insufficient fair housing education
- Insufficient understanding of credit

## MA-45 Non-Housing Community Development Assets – 91.215 (f)

### Introduction

Carson's strategic location within the dynamic South Bay region of Los Angeles County makes it a prime destination for businesses looking to access key markets across Southern California. With excellent connectivity via the San Diego (405), Harbor (110), and Artesia (91) freeways, as well as proximity to world-class port and airport infrastructure, Carson offers businesses unparalleled logistical advantages. Additionally, the city benefits from a large resident workforce, stable residential neighborhoods with high homeownership rates, and potential recreational and placemaking opportunities along the Dominguez Channel. These strengths, combined with Carson's well-established business and institutional assets, create a strong foundation for economic growth and investment.

### Economic Development Market Analysis

The following tables provide a detailed analysis of the composition of Carson's workforce, the alignment between jobs and workers across various sectors, and disparities in job availability within specific industries. The tables also detail unemployment rates, occupational sectors, and educational attainment, shedding light on the challenges and opportunities within Carson's labor market.

**Table MA-45.01: Business Activity**

| Business by Sector | Number of Workers | Number of Jobs | Share of Workers% | Share of Jobs % | Jobs less Workers% |
|---|---|---|---|---|---|
| Agriculture, Mining, Oil & Gas Extraction | 106 | 227 | 0.2% | 0.6% | 0.4% |
| Arts, Entertainment, Accommodations | 2,976 | 3,078 | 6.1% | 8.0% | 1.9% |
| Construction | 3,152 | 1,430 | 6.5% | 3.7% | -2.8% |
| Education and Health Care Services | 5,522 | 9,638 | 11.3% | 25.2% | 13.9% |
| Finance, Insurance, and Real Estate | 844 | 1,669 | 1.8% | 4.3% | 2.5% |
| Information | 178 | 889 | 0.4% | 2.3% | 1.9% |
| Manufacturing | 8,216 | 3,638 | 16.8% | 9.5% | -7.3% |
| Other Services | 1,439 | 979 | 2.9% | 2.6% | -0.3% |
| Professional, Scientific, Management Services | 3,129 | 2,931 | 6.4% | 7.7% | 1.3% |
| Public Administration | 60 | 1,907 | 0.1% | 5.0% | 4.9% |
| Retail Trade | 5,211 | 3,579 | 10.7% | 9.4% | -1.3% |
| Transportation & Warehousing | 8,843 | 3,645 | 18.1% | 9.5% | -8.6% |
| Wholesale Trade | 5,012 | 1,873 | 10.3% | 4.9% | -5.4% |
| **Grand Total** | **48,833** | **38,277** | **100.0%** | **100.0%** | **0.0%** |

Note: In the "Jobs less workers %" column, a negative number reflects an oversupply of labor for the sector (more workers than jobs) and a positive number reflects an undersupply of labor (more jobs than workers). Number of workers are based on where workers live; number of jobs are based on where workers are employed. Both analyses are based on primary jobs.

**Data Source:** U.S. Census Bureau Longitudinal Employer-Household Dynamics OnTheMap, 2021

### Table MA-45.02: Labor Force

| | |
|---|---|
| Total Population in the Civilian Labor Force | 48,702 |
| Civilian Employed Population 16 years and over | 45,363 |
| Unemployment Rate | 6.9% |
| Unemployment Rate for Ages 16-24 | 11.6% |
| Unemployment Rate for Ages 25-64 | 6.4% |

**Data Source:** 2018-2022 ACS [Tables DP03 & B23001]

### Table MA-45.03: Occupations by Sector

| Sector | Number of People |
|---|---|
| Management, business, science, and arts | 15,258 |
| Service | 8,937 |
| Sales and office | 9,592 |
| Natural resources, construction, and maintenance | 4,141 |
| Production, transportation and material moving | 7,435 |
| **Total** | **45,363** |

**Data Source:** 2018-2022 ACS [Table S2401]

### Table MA-45.04: Travel Time

| Travel Time | Number of Commuters | Percentage of Total |
|---|---|---|
| < 30 Minutes | 24,732 | 60% |
| 30-59 Minutes | 12,364 | 30% |
| 60 or More Minutes | 3,845 | 9% |
| **Total** | **40,941** | **100%** |

**Data Source:** 2018-2022 ACS [Table B08303]

### Table MA-45.05: Educational Attainment by Employment Status (Population 25 to 64 Years)

| Educational Attainment | In Labor Force | | |
|---|---|---|---|
| | Civilian Employed | Civilian Unemployed | Not in Labor Force |
| Less than high school graduate | 5,133 | 439 | 2,924 |
| High school graduate (includes equivalency) | 7,550 | 471 | 3,206 |
| Some college or associate's degree | 11,882 | 897 | 3,085 |
| Bachelor's degree or higher | 13,151 | 772 | 1,637 |

**Data Source:** 2018-2022 ACS [Table B23006]

**Table MA-45.06: Educational Attainment by Age**

| Educational Attainment | Age | | | | |
|---|---|---|---|---|---|
| | 18–24 yrs | 25–34 yrs | 35–44 yrs | 45–65 yrs | 65+ yrs |
| Less than 9th grade | 7 | 324 | 719 | 2,553 | 2,342 |
| 9th to 12th grade, no diploma | 742 | 1,170 | 1,535 | 2,195 | 1,080 |
| High school graduate, GED, or alternative | 2,077 | 2,800 | 2,494 | 5,933 | 3,563 |
| Some college, no degree | 4,397 | 3,629 | 2,705 | 5,347 | 3,628 |
| Associate's degree | 654 | 1,665 | 749 | 1,789 | 1,238 |
| Bachelor's degree | 625 | 2,969 | 2,248 | 6,037 | 3,349 |
| Graduate or professional degree | 102 | 866 | 1,344 | 2,119 | 1,045 |

**Data Source:** 2018-2022 ACS [Table B15001]

**Table MA-45.07: Educational Attainment – Median Earnings in the Past 12 Months for Population 25 Years and Over**

| Educational Attainment | Median Earnings in the Past 12 Months |
|---|---|
| Less than high school graduate | $29,936 |
| High school graduate (includes equivalency) | $40,226 |
| Some college or associate's degree | $44,726 |
| Bachelor's degree | $60,614 |
| Graduate or professional degree | $91,810 |

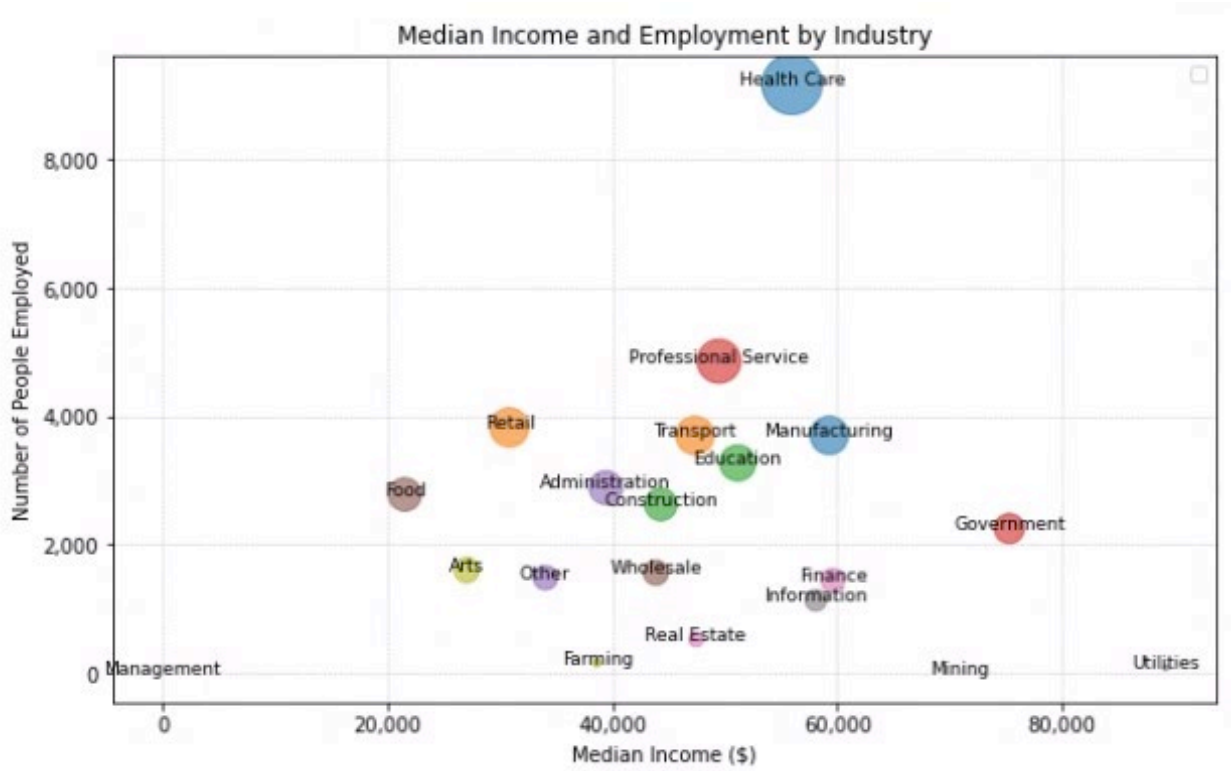
**Data Source:** 2018-2022 ACS [B20004]

**Table MA-45.08: Employment and Median Earnings Industry for Population 16 Years and Over with Earnings**

| Industry | Total Civilian Employed Population | Median Earnings |
|---|---|---|
| Health Care | 9,176 | $55,980 |
| Professional Services | 4,859 | $49,485 |
| Retail | 3,826 | $30,843 |
| Manufacturing | 3,703 | $59,292 |
| Transportation and Warehousing | 3,701 | $47,345 |
| Education | 3,272 | $51,147 |
| Accommodation & Food Services | 2,781 | $21,545 |
| Construction | 2,624 | $44,313 |
| Public Administration | 2,249 | $75,301 |
| Arts, Entertainment & Recreation | 1,600 | $27,031 |
| Wholesale Trade | 1,561 | $43,869 |
| Other | 1,482 | $34,054 |
| Finance & Insurance | 1,443 | $59,604 |
| Information | 1,130 | $58,091 |
| Real Estate | 518 | $47,439 |
| Agriculture, Forestry, Fishing & Hunting | 150 | $38,625 |
| Utilities | 77 | $89,205 |
| **TOTAL** | **44,152** | |

**Data Source:** 2018-2022 ACS [Table S2413]

**Figure MA-45.01: Median Income and Employment by Industry**




**Data Source:** 2018-2022 ACS [Table S2413]

**Based on the Business Activity table above, what are the major employment sectors within your jurisdiction?**

As shown in Table MA-45.01, the three sectors with the greatest number of jobs in Carson are Education and Health Care Services (25 percent of jobs), Transportation & Warehousing (10 percent of jobs), and Manufacturing (10 percent of jobs). These three sectors also employ the largest share of workers, as follows: Transportation & Warehousing (18 percent of workers), Manufacturing (17 percent of workers), and Education and Health Care Services (11 percent of workers).

In several sectors, the number of workers exceeds the number of jobs, meaning that residents employed in these sectors are commuting to other jurisdictions to work. For example, there are only 3,645 Transportation & Warehousing jobs in the City, but 8,843 workers. At the other end of the spectrum, there are more jobs than workers in the Finance, Insurance, and Real Estate sector, indicating that additional people are commuting into the City for work. Overall, there are about 48,833 workers in the City, but just about 38,277 jobs.

As shown in Table MA-45.02, the overall unemployment rate in Carson is 6.9 percent, according to 2022 five-year ACS estimates. However, California Employment Development Department data from December 2024 indicates that the overall unemployment rate is 5.5 percent. Unemployment is notably higher among younger workers, with a rate of 11.6 percent for those aged 16 to 24, compared to workers aged 25 to 64 (6.4 percent).

Table MA-45.04 shows the commuting patterns of the City's workers. Most workers drive less than 30 minutes to their place of employment (60 percent). Only 9 percent of workers drive more than an hour to work. Longer commute times lead to greater transportation costs, more greenhouse gas emissions, and a range of health issues.

Educational attainment strongly correlates with labor force participation and employment rates. As shown in Table MA-45.05, of the population aged 25 to 64 years old with less than a high school diploma, 34 percent are not participating in the labor force. In contrast, only 11 percent of individuals with a bachelor's degree or higher are not in the labor force. This data indicates that higher education levels increase the likelihood of employment.

**Describe the workforce and infrastructure needs of the business community.**

The workforce and infrastructure needs of the business community in Carson were identified through community engagement, stakeholder meetings, survey responses, and the City's 2023 Economic Development Strategic Plan. The Community Needs Assessment Survey identified job creation and retention as the top economic development priority, with 57 percent of respondents citing it as a top three critical need. Other key workforce-related needs include employment training (with 50 percent of respondents ranking it as a top three critical need) and small business grants/loans (with 47 percent of respondents ranking it as a top three critical need).

The Economic Development Strategic Plan outlines key infrastructure improvements to support economic growth, particularly within Downtown Carson and key commercial corridors. Infrastructure priorities include multi-modal connectivity (such as walking and bicycle paths), streetscape beautification, public transit improvements, and broadband expansion. The plan also emphasizes workforce development efforts, including partnerships with local and regional agencies to strengthen workforce training programs and a showcase workforce development program focused on construction and related industries to preserve and grow critical skill sets.

**Describe any major changes that may have an economic impact, such as planned local or regional public or private sector investments or initiatives that have affected or may affect**

**job and business growth opportunities during the planning period. Describe any needs for workforce development, business support or infrastructure these changes may create.**

In 2022, the City of Carson, in partnership with Los Angeles County, established the Carson Enhanced Infrastructure Financing District (EIFD), which encompasses approximately 1,735 acres (14 percent of the City's land area). The purpose of the EIFD is to generate tax increment revenue to finance critical public infrastructure improvements, affordable and workforce housing, environmental remediation, and brownfield redevelopment. The Carson EIFD is expected to play a major role in economic development by providing funding for infrastructure projects that support local businesses, attract new investment, and enhance overall economic activity.

The Economic Development Strategic Plan also outlines several initiatives that will impact workforce development and business growth. These include targeted capital improvements in Downtown Carson, a shuttle system connecting key employment and commercial hubs, and streetscape enhancements to create a more vibrant business environment. Additionally, the Plan prioritizes broadband expansion, which is critical for modern businesses and workforce training programs.

Collectively, these upcoming improvements and investments will position Carson for sustained economic growth, attracting businesses, creating jobs, and improving the community's overall quality of life.

**How do the skills and education of the current workforce correspond to employment opportunities in the jurisdiction?**

As shown in Table MA-45.05, the workforce data for Carson demonstrates a strong relationship between educational attainment and employment opportunities. Individuals with a bachelor's degree show high levels of employment among those in the labor force, with 13,151 employed and 772 unemployed, indicating a strong demand for highly skilled workers. Individuals with less than a high school diploma face more limited job prospects, with 5,133 employed and 439 unemployed.

Additionally, the relationship between education and earnings is clear. As shown in Table MA-45.07, median earnings for Carson residents aged 25 years old and above without a high school diploma are $29,936, while high school graduates earn a median income of $40,226, representing a 34 percent increase. Earnings continue to rise with higher education levels. Those with a bachelor's degree have median earnings of $60,614, and individuals with a

graduate or professional degree have median earnings of $91,810. This data underscores the significant economic benefits of obtaining a high school diploma, college degree, or higher education credential.

Programs focused on upskilling and educational attainment, particularly for residents with lower education levels, may help bridge the gap between workforce skills and employment opportunities. Investments in technical training, certifications, and career pathways in growing industries and industries with a labor shortage could improve job access and economic outcomes for the workforce.

**Describe any current workforce training initiatives, including those supported by Workforce Investment Boards, community colleges and other organizations. Describe how these efforts will support the jurisdiction's Consolidated Plan.**

The Consolidated Plan goals are intended to improve the lives of households with low to moderate incomes. Strengthening the workforce and labor market can create more jobs and higher wages, reducing financial strain on residents with lower incomes. Several areas of the city show a need for emphasis on workforce training initiatives, based on employment and income data.

The Economic Development Strategic Plan establishes workforce training initiatives, such as improving linkages to workforce development resources and establishing a “showcase” workforce development program focused on construction and related industries. This initiative seeks to provide pathways to sustainable employment and develop critical skill sets necessary for Carson’s long-term economic prosperity.

A key workforce initiative in Carson is the Carson One-Stop Career Center, affiliated with the South Bay Workforce Investment Board (SBWIB). The center serves as a comprehensive resource for both employers and job seekers, offering customized services to support hiring, workforce development, and training needs. Services are frequently customized to meet specific business and industry employment requirements and include job information, training and job placement services, labor market information, career workshops, job and career placement assistance, and individualized assessments.

The Rapid Response Program, also offered through the Carson Career Center and SBWIB, provides critical support to employees affected by layoffs or business closures. This program offers assistance with job search services, unemployment benefits, medical insurance referrals,

and access to community resources. In some cases, Rapid Response may also help prevent layoffs by working directly with businesses to identify potential solutions.

Additionally, workforce training is incentivized through the Work Opportunity Tax Credit (WOTC), a federal program that encourages businesses to hire individuals from targeted populations, including veterans, ex-felons, SSI recipients, and high-risk youth. Employers may also benefit from cash reimbursements through On-the-Job Training (OJT) programs, which cover up to 50 percent of an employee's salary during their training period. These initiatives help bridge skill gaps and connect workers with sustainable career opportunities.

By expanding training, career development, and employer incentives, these workforce programs align with the Consolidated Plan's goals by reducing financial hardship, increasing employment stability, and promoting long-term economic growth in Carson.

**Does your jurisdiction participate in a Comprehensive Economic Development Strategy (CEDS)?**
No.

**If so, what economic development initiatives are you undertaking that may be coordinated with the Consolidated Plan? If not, describe other local/regional plans or initiatives that impact economic growth.**

Not applicable.

**Discussion**

Please see above.

## MA-50 Needs and Market Analysis Discussion

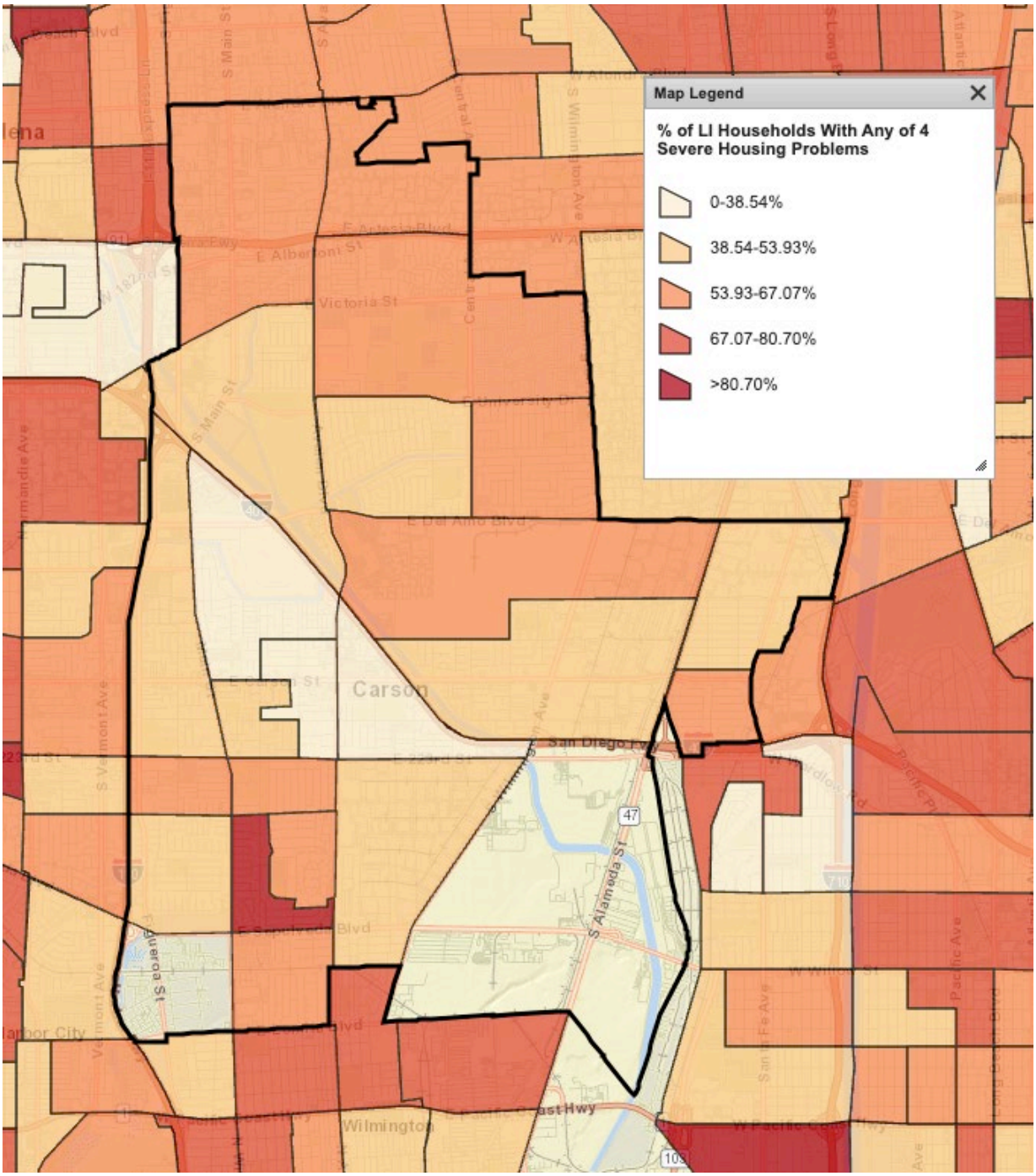
**Are there areas where households with multiple housing problems are concentrated? (include a definition of "concentration")**

As stated previously, the four major housing problems recognized by HUD are as follows:

- Substandard Housing Unit – Lacks Complete Kitchen Facilities. A complete kitchen consists of a sink with running water, a stove or range, and a refrigerator.
- Substandard Housing Unit – Lacks Complete Plumbing Facilities: Complete plumbing consists of hot and cold running water, a flush toilet, and a bathtub or shower.
- Cost Burdened Household: Monthly housing costs exceed 30 percent of monthly income. A household is severely cost burdened if their monthly housing costs exceed 50 percent of their monthly income. Note that, for renters, housing costs include contract rent and utilities. For owners, housing costs include mortgage payments, utilities, association fees, insurance, and real estate taxes.
- Overcrowded Household: More than one person per room. Severe overcrowding is more than 1.5 persons per room.

Figure MA-50.01 is a map indicating census tracts with a concentration of low-income households with any of the four severe housing problems.

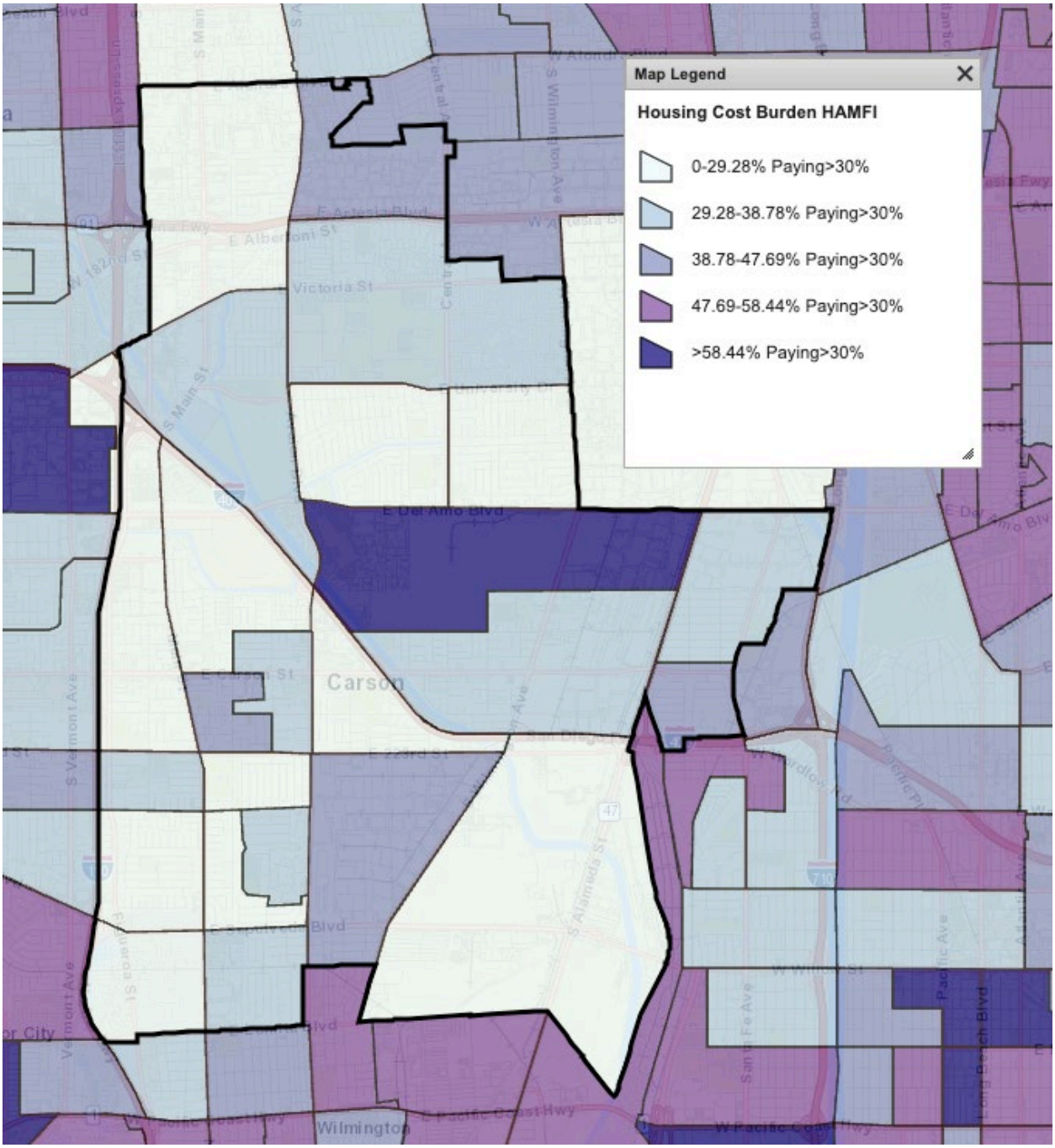
**Figure MA-50.01: Percentage of Low-Income Households with Any of the Four Severe Housing Problems**




**Data Source:** 2023 U.S. Department of Housing and Urban Development CPD Maps

Figure MA-50.02 indicates which census tracts have a concentration of cost-burdened households.

**Figure MA-50.02: Percentage of Cost-Burdened Households by Census Tract**

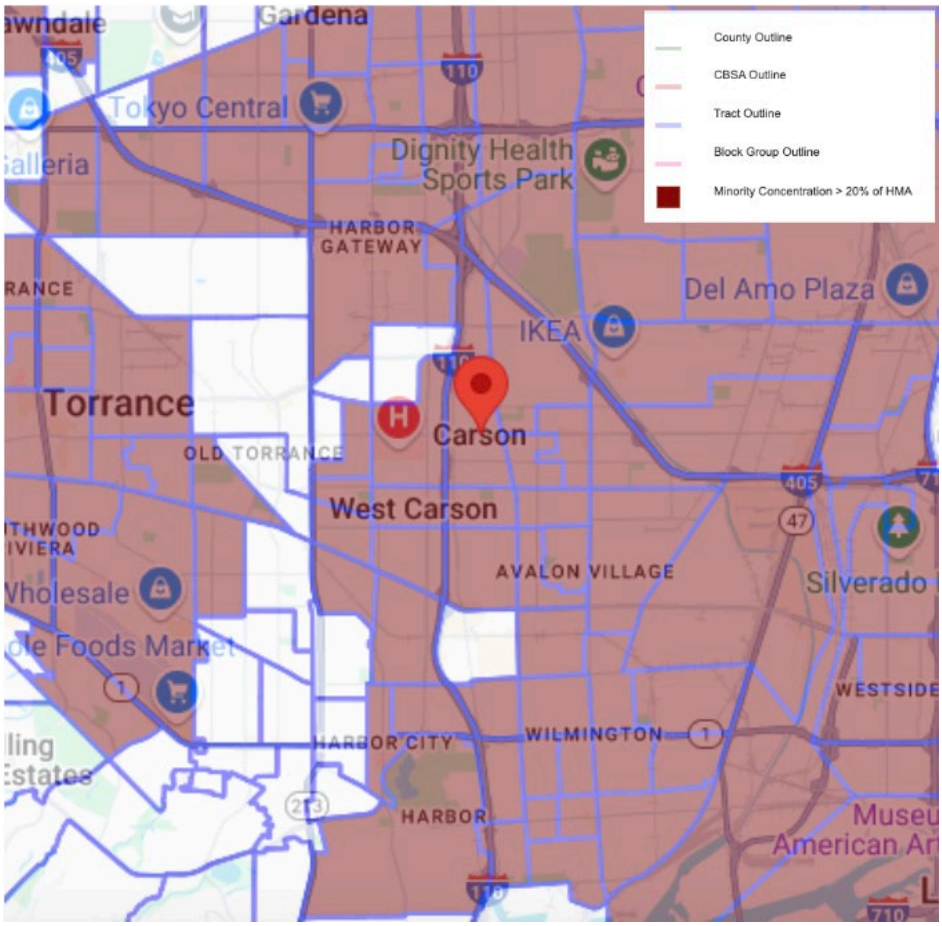



**Data Source:** 2023 U.S. Department of Housing and Urban Development CPD Maps

**Are there any areas in the jurisdiction where racial or ethnic minorities or low-income families are concentrated? (include a definition of "concentration")**

A minority concentration is defined as a census tract whose proportion of a non-white population is at least 20 percentage points higher than the area as a whole, according to HUD's Rental Assistance Determination Minority Concentration Analysis Tool. Based on this definition, most of the city is considered a minority concentration area. Figure MA-50.03 below shows a map of the city using HUD's Minority Concentration Analysis Tool.

**Figure MA-50.03: Minority Concentration Map**




**Data Source:** 2020 U.S. Department of Housing and Urban Development RAD Minority Concentration Analysis Tool

**What are the characteristics of the market in these areas/neighborhoods?**

In Carson, low- and moderate-income and minority-concentrated areas are spread throughout the region. As shown in Figure MA-50.03, most of the city is considered a minority concentration area. The previous Market Analysis sections detail the characteristics of the market in Carson.

**Are there any community assets in these areas/neighborhoods?**

These areas are adjacent to many community assets, including schools and parks, as well as grocery stores, and service providers.

**Are there other strategic opportunities in any of these areas?**

Areas with high concentrations of low-income households may present an opportunity for investment through services and public facility funding. The City will continue collaborating with partner agencies to ensure cost-effective delivery of services and programs. Federal funding will be directed to those most in need.

## MA-60 Broadband Needs of Housing occupied by Low- and Moderate-Income Households - 91.210(a)(4), 91.310(a)(2)

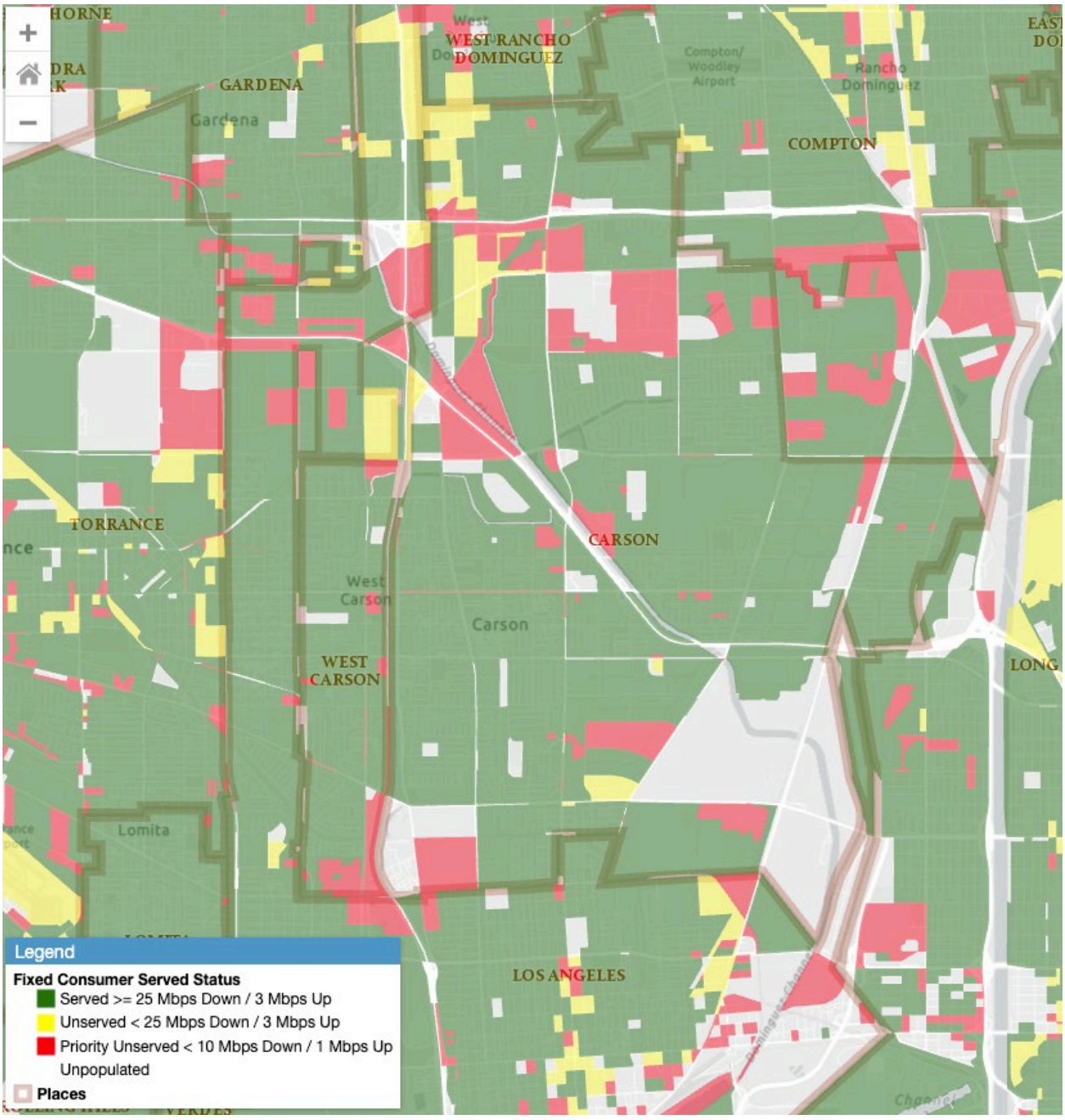
**Describe the need for broadband wiring and connections for households, including low- and moderate-income households and neighborhoods.**

HUD guidelines require all Consolidated Plans to include a discussion on the broadband needs of the jurisdiction and the prevalence of the digital divide, defined as the gap between households with access to computers and internet on a regular basis and those who do not. In preparing the Consolidated Plan, the City used data from the Federal Communications Commission (FCC) to estimate the number of households with and without internet access.

The internet is an essential communications and information tool, enabling users to benefit from the growing interconnectedness of business, education, commerce, and daily activity. Reliable internet access is increasingly recognized as a necessity for thriving in today's economic environment. Communities without broadband access face significant challenges in keeping pace with the rest of the country, as limited connectivity hinders their residents' ability to access educational and entrepreneurial opportunities online. The issue is particularly pronounced in low to moderate-income areas, where economic opportunities are already limited. Research indicates a strong correlation between expanded high-speed internet access and improved educational and employment prospects, especially in small cities and rural communities.

Figure MA-60.01 shows broadband access across Carson, where broadband is defined as service with download speeds of 25 megabits per second (Mbps) and upload speeds of 3 Mbps (25/3 Mbps). As shown in the map, significant gaps in broadband coverage are minimal.

**Figure MA-60.01: Map of Broadband Access**

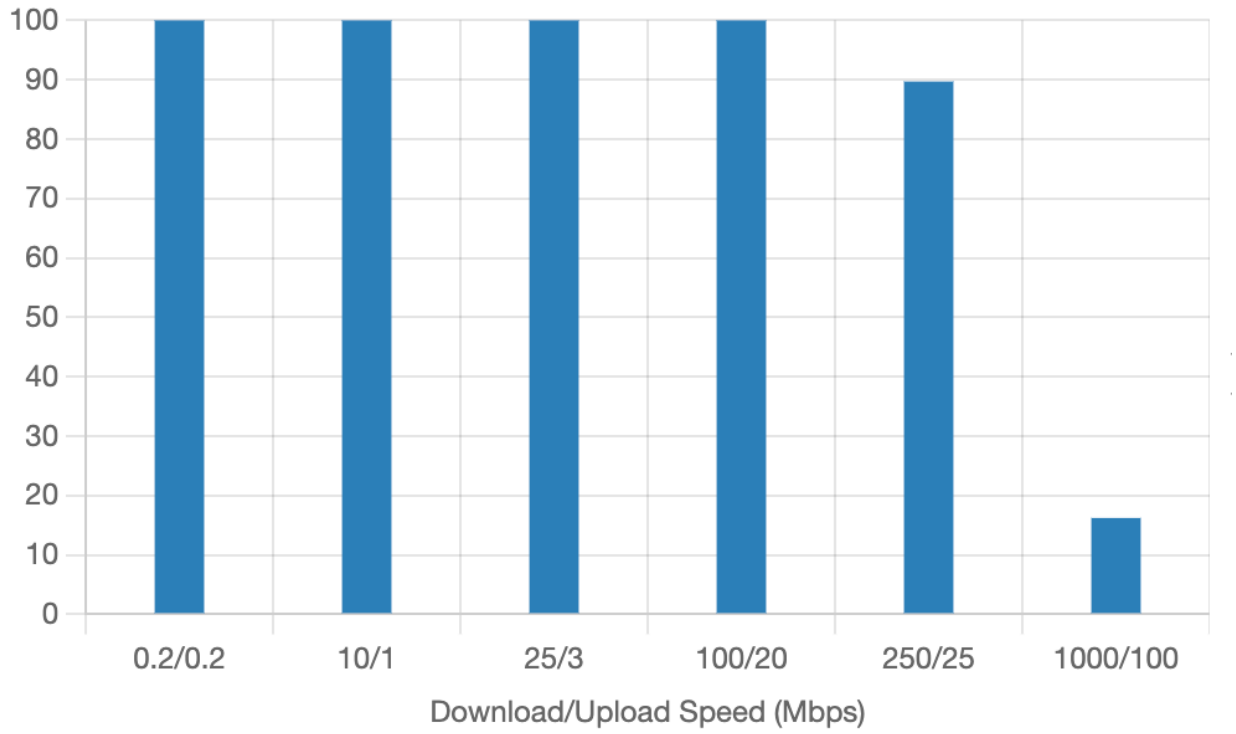



**Data Source:** California Interactive Broadband Map (data as of December 31, 2021)

In March 2024, the U.S. Federal Communications Commission (FCC) raised their benchmark for high-speed fixed broadband from 25/3 Mbps to download speeds of 100 Mbps and upload

speeds of 20 Mbps (100/20 Mbps). Figure MA-60.02 shows that 100 percent of units in Carson have access to high-speed fixed broadband with speeds of at least 100/20 Mbps.

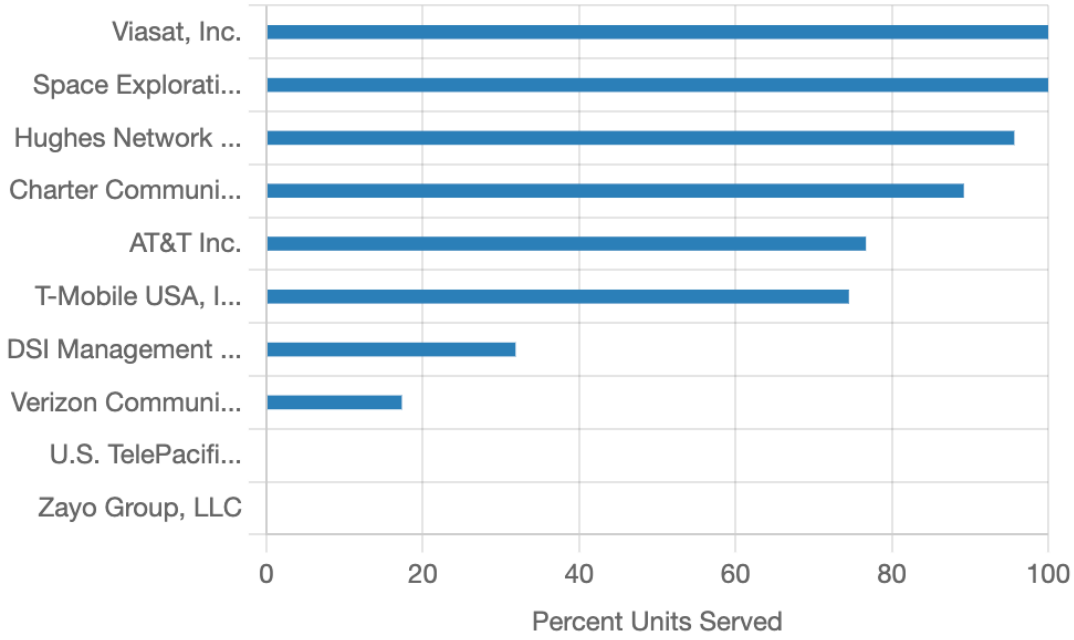
**Figure MA-60.02: Units with Fixed Broadband Access in Carson**




**Data Source:** Federal Communications Commission (data as of June 30, 2024**)**

Figure MA-60.03 shows the top 10 fixed broadband providers in Carson and the percentage of units served by each provider.

**Figure MA-60.03: Top 10 Fixed Broadband Providers in Carson**




**Data Source:** Federal Communications Commission (data as of June 30, 2024)

**Describe the need for increased competition by having more than one broadband Internet service provider serve the jurisdiction.**

As shown in Figure MA-60.03, multiple broadband providers serve Carson. Having a variety of broadband internet providers fosters competition, which often leads to improved service quality, lower prices, and greater innovation in technology. It gives consumers more choices, enabling them to select a provider that best meets their needs in terms of speed, reliability, and cost. Multiple providers can also increase network resilience, as alternative options ensure connectivity in case of service disruptions. This competitive landscape drives providers to continually enhance their offerings, ultimately benefiting both residential and business users with better overall internet services.

## MA-65 Hazard Mitigation - 91.210(a)(5), 91.310(a)(3)

**Describe the jurisdiction's increased natural hazard risks associated with climate change.**

On [INSERT DATE], the City of Carson adopted the 2024 Hazard Mitigation Plan, which is designed to function as a roadmap for the coordination and execution of hazard mitigation policies and initiatives within the city. It describes the characteristics of hazards which threaten the community, as well as mitigation goals, strategies, and associated actions to aid the City and its community in reducing risks and minimizing damages by taking proactive steps before disaster strikes.

The Hazard Mitigation Plan identifies 17 hazards, which are shown in Table MA-65.01 below.

**Table MA-65.01: Hazard Profile Descriptions**

| # | Hazard | Description |
|---|---|---|
| 1 | Drought/Water Shortage | A drought is a deficiency of precipitation over an extended period resulting in a water shortage. (FEMA, NRI). |
| 2 | Earthquake | An earthquake is a shaking of the earth's surface by energy waves emitted by slowly moving tectonic plates overcoming friction with one another underneath the earth's surface (FEMA, NRI). |
| 3 | Extreme Heat | Extreme heat is a period of abnormally and uncomfortably hot and unusually humid weather typically lasting two or more days with temperatures outside the historical averages for a given area. Extreme heat is responsible for the highest number of annual deaths among all weather-related hazards (FEMA, NRI). |
| 4 | Extreme Winder Weather (Cold) | Extreme cold is a rapid fall in temperature within 24 hours and extreme low temperatures for an extended period (FEMA, NRI). |
| 5 | Flood | A flood occurs when the existing channel of a stream, river, canyon, or other watercourse cannot contain excess runoff from rainfall or snowmelt, resulting in overflow onto adjacent lands. In coastal areas, flooding may occur when high winds or tides result in a surge of seawater into areas that are above the normal high tide line. |
| 6 | Hail | Hail is a form of precipitation that occurs during thunderstorms when raindrops, in extremely cold areas of the atmosphere, freeze into balls of ice before falling towards the earth's surface (FEMA, NRI). |

| # | Hazard | Description |
|---|---|---|
| 7 | High Wind | High Wind consists of damaging winds, often originating from thunderstorms, that are classified as exceeding 58 mph (FEMA, NRI). |
| 8 | Hurricane | A hurricane is a tropical cyclone or localized, low-pressure weather system that has organized thunderstorms but no front (a boundary separating two air masses of different densities) and maximum sustained winds of at least 74 mph (FEMA, NRI). |
| 9 | Industrial Pollution/Chemical Release | When these chemicals are released into the environment leads to different forms of pollution like air pollution, water pollution, and land pollution. A chemical release is the discharge or release of hazardous liquids, gases, or solids. It can occur due to an accident, a failure or an attack involving hazardous products (EPA). |
| 10 | Landslide/Mudflow | A landslide is the movement of a mass of rock, debris, or earth down a slope (FEMA, NRI). |
| 11 | Land subsidence/Karst | Land subsidence is a gradual settling or sudden sinking of the Earth's surface due to removal or displacement of subsurface earth materials. Karst is a type of landscape where the dissolving of the bedrock has created sinkholes, sinking streams, caves, springs, and other characteristic features (USGS). |
| 12 | Pandemic | A pandemic is a global outbreak of disease that occurs when a new virus emerges in the human population, spreading easily in a sustained manner, and causing serious illness. An epidemic describes a smaller-scale infectious outbreak, within a region or population, that emerges at a disproportional rate. Infectious disease outbreaks may be widely dispersed geographically, impact large numbers of the population, and could arrive in waves lasting several months at a time (CDC). |
| 13 | Severe Storm/ Thunderstorm /Lightening | Severe storms refer to any dangerous meteorological phenomena with the potential to cause damage, serious social disruption, or loss of human life such as thunderstorms and lightning. NOAA classifies a thunderstorm as a storm with lightning and thunder produced by cumulonimbus clouds, usually producing gusty winds, heavy rain, and sometimes hail. Thunderstorms are usually short in duration but can cause significant damage. Lightening is an electrical discharge that results from the built of positive and negative charges within a thunderstorm. When the buildup becomes strong enough, lightning |

| # | Hazard | Description |
|---|---|---|
| | | appears as a “bolt.” This flash of light usually occurs within the clouds or between the clouds and the ground. (NWS). |
| 14 | Tornado | A tornado is a narrow, violently rotating column of air that extends from the base of a thunderstorm to the ground and is visible only if it forms a condensation funnel made up of water droplets, dust, and debris (FEMA, NRI). |
| 15 | Tsunami and Seiche | A tsunami is a wave or series of waves generated by an Earthquake, Landslide, volcanic eruption, or even a large meteor hitting the ocean and causing a rise or mounding of water at the ocean surface. A tsunami can travel across an open ocean at about 500 mph and slow down to about 30 mph as it approaches land, causing it to grow significantly in height.<br><br>A seiche is a standing wave oscillating in a body of water. Wind and atmospheric pressure can contribute to seiche events. They are usually limited to partially or fully enclosed basins (NOAA). |
| 16 | Urban Fire | Urban fires are classified as “uncontrolled burning in a residence or building from natural, human or technical causes”. These fires have the potential to spread to adjoining structures. Local city and county fire departments are tasked with the response and control of urban fires. |
| 17 | Wildfire | A wildfire is an unplanned fire burning in natural or wildland areas such as forests, shrub lands, grasslands, or prairies (FEMA, NRI). |

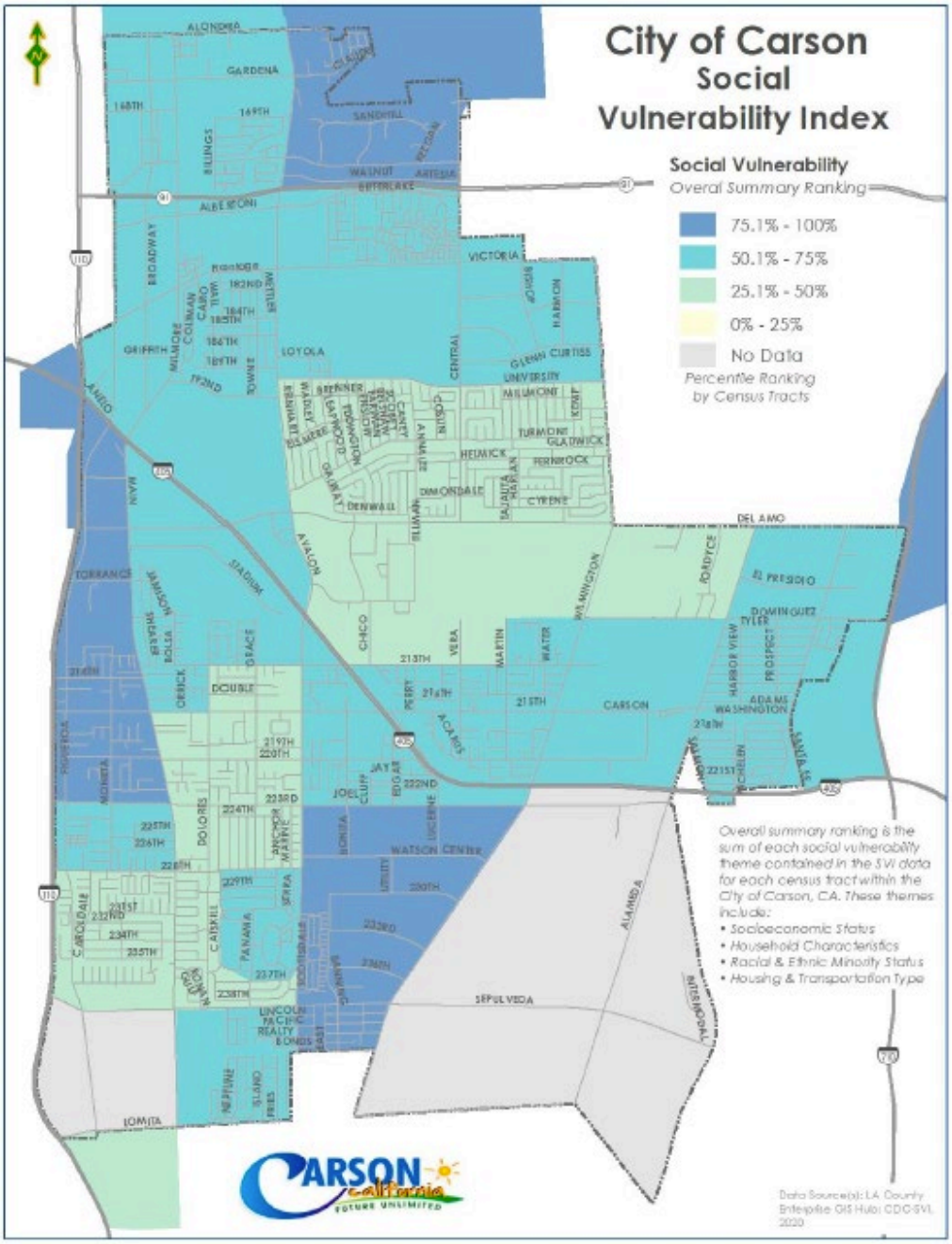
**Data Source:** 2024 City of Carson Hazard Mitigation Plan

**Describe the vulnerability to these risks of housing occupied by low- and moderate-income households based on an analysis of data, findings, and methods.**

Emergencies and disasters often highlight and exacerbate existing societal inequities, affecting groups based on socioeconomic status, race, age, disability, and other social factors. These events disproportionately impact certain populations, creating additional challenges in the preparation, response, and recovery phases. For instance, the COVID-19 pandemic shed light on pre-existing disparities, such as limited healthcare access, leading to higher rates of hospitalizations and mortality among vulnerable groups. It is essential to recognize and understand these community-specific limitations and barriers to strive for equitable preparedness, mitigation, and response strategies for future incidents.

To aid in this, the Centers for Disease Control and Prevention (CDC) developed the Social Vulnerability Index (SVI), a comprehensive tool designed for emergency management planners and practitioners at state, local, and tribal levels. The SVI helps identify communities with high social vulnerability, potentially facing greater impacts during emergencies and disasters. Figure MA-65.01 below shows the breakdown of the overall SVI Score in the City of Carson.

**Figure MA-65.01: City of Carson Overall SVI**




**Data Source:** 2024 City of Carson Hazard Mitigation Plan

# Strategic Plan

## SP-05 Overview

### Strategic Plan Overview

The City's Strategic Plan proposes eligible projects and activities to meet the priorities described in the Consolidated Plan. Ultimately, the Strategic Plan will help achieve the City's Consolidated Plan goals by guiding investments in Carson's communities and households with low to moderate incomes.

The Strategic Plan includes the following sections:

- SP-10 Geographic Priorities
- SP-25 Priority Needs
- SP-30 Influence of Market Conditions
- SP-35 Anticipated Resources
- SP-40 Institutional Delivery Structure
- SP-45 Goals Summary
- SP-50 Public Housing Accessibility and Involvement
- SP-55 Barriers to Affordable Housing
- SP-60 Homelessness Strategy
- SP-65 Lead-Based Paint Hazards
- SP-70 Anti-Poverty Strategy
- SP-80 Monitoring

The four priorities for the 2025-2029 Consolidated Plan cycle are as follows:

- **Affordable Housing**: Assist in increasing and preserving access to high-quality affordable housing by investing in property rehabilitation.
- **Community Services:** Expand essential community services for vulnerable populations, including seniors, youth, and individuals with special needs.
- **Fair Housing Services:** Broaden fair housing education by raising awareness of rights, fostering inclusivity, and eliminating barriers to access.

These goals, and the funded activities meant to achieve them, align with HUD's approaches to developing viable communities: (1) providing decent housing; (2) providing a suitable living environment; and (3) expanding economic opportunity.

## SP-10 Geographic Priorities – 91.215 (a)(1)

**Geographic Area**

Not applicable. Please see the discussion below.

**Describe the basis for allocating investments geographically within the jurisdiction (or within the EMSA for HOPWA)**

The City generally distributes funds on a project-by-project basis and does not distribute funds geographically, with the exception of the Commercial Façade/Rehabilitation program and selected public facility/infrastructure projects.

## SP-25 Priority Needs - 91.215(a)(2)

### Priority Needs

### Table SP-25.01: Priority Needs

| | |
|---|---|
| **Priority 1** | Affordable Housing |
| **Priority Level** | High |
| **Description** | Assist in increasing and preserving access to high-quality affordable housing by investing in property rehabilitation. |
| **Population** | Extremely Low-Income<br>Low-Income<br>Moderate-Income<br>Large Families<br>Families with Children<br>Elderly |
| **Target Area** | Citywide |
| **Associated Goals** | Expand Affordable Housing Options<br>Maintain and promote neighborhood preservation<br>Promote Community Development Programs |
| **Basis for Relative Priority** | Affordable housing and neighborhood preservation have been identified as a priority based on local housing data and input from the community and stakeholders. |

| | |
|---|---|
| **Priority 2** | Priority services for individuals with special needs and households with low to moderate incomes |
| **Priority Level** | High |
| **Description** | Expand essential community services for vulnerable populations. Numerous special needs populations in the City are in need. These households have a variety of housing and service needs and continue to be a high priority within the City. These include the elderly, youth, persons with substance abuse problems, persons with disabilities, and victims of domestic violence. This also includes low-income households in need of public services. |
| **Population** | Extremely Low-Income<br>Low-Income<br>Moderate-Income<br>Large Families<br>Families with Children<br>Elderly<br>Frail Elderly<br>Persons with Mental Disabilities |

| | |
|---|---|
| | Persons with Physical Disabilities<br>Persons with Developmental Disabilities<br>Persons with Alcohol or Other Addictions<br>Persons with HIV/AIDS and their Families<br>Victims of Domestic Violence<br>Non-housing Community Development |
| **Target Area** | Citywide |
| **Associated Goals** | Support public services<br>Promote Community Development Programs |
| **Basis for Relative Priority** | Community Services has been identified as a priority based on local housing data and input from the community and stakeholders. |

| | |
|---|---|
| **Priority 3** | Fair housing services |
| **Priority Level** | High |
| **Description** | Broaden fair housing education by raising awareness of rights, fostering inclusivity, and eliminating barriers to access. |
| **Population** | Extremely Low-Income<br>Low-Income<br>Moderate-Income<br>Large Families<br>Families with Children<br>Elderly |
| **Target Area** | Citywide |
| **Associated Goals** | Expand Affordable Housing Options<br>Promote Community Development Programs |
| **Basis for Relative Priority** | Fair housing services are mandated by CDBG regulations and are made available to residents citywide. Additionally, as the housing landscape evolves with new rental laws and protections, the City remains committed to keeping Carson's renters and landlords well-informed. |

**Narrative (Optional)**

Priority needs for Carson’s 2025-2029 Consolidated Plan were identified through extensive housing and economic data, along with input from community and stakeholder meetings, stakeholder and resident surveys, and public hearings. These priority needs are integrated into the goals of this Consolidated Plan and will be addressed systematically through a series of project actions over the next five years. Program and project funding is allocated annually through a competitive application process, based on eligibility and available resources.

## SP-30 Influence of Market Conditions – 91.215 (b)

**Table SP-30.01: Influence of Market Conditions**

| Affordable Housing Type | Market Characteristics that will influence the use of funds available for housing type |
|---|---|
| Tenant Based Rental Assistance (TBRA) | The City does not receive or use TBRA funds. |
| TBRA for Non-Homeless Special Needs | The City does not receive or use TBRA funds. |
| New Unit Production | The production of new housing units is influenced by several market conditions, including the cost of land, the cost of construction, and prevailing interest rates. The cost of land and labor act as major barriers to developing any type of new construction in the City with the limited amount of funds available. |
| Rehabilitation | Rehabilitation activities can be influenced by the cost of materials and labor. Home rehabilitation can provide an opportunity for households to maintain safe, decent, affordable housing without the cost of acquisition or production. This may help the City to maintain the availability of units that are affordable to households at a variety of income levels. |
| Acquisition, including preservation | Rising housing costs will limit the availability of funds to be used for acquisition due to the high cost of purchasing properties. |

## SP-35 Anticipated Resources - 91.215(a)(4), 91.220(c)(1,2)

### Introduction

The table that follows depicts the CDBG resources that the City of Carson is expected to have during the 2025 to 2029 Program Years. Anticipated funding levels for the CDBG program have been difficult to predict. Over the past five program years, the City's CDBG funding has ranged from as much as $789,832 in PY 2020 to as little as $684,225 in PY 2024. Based on that five-year downward trend, the City is anticipating only $660,108 for PY 2025.

**Table SP-35.01: Anticipated Resources**

| Program | Source of Funds | Uses of Funds | Expected Amount Available Year 1 | | | | Expected Amount Available Remainder of ConPlan $ | Narrative Description |
|---|---|---|---|---|---|---|---|---|
| | | | Annual Allocation: $ | Program Income: $ | Prior Year Resources: $ | Total: $ | | |
| CDBG | Public - Federal | Acquisition, Administration and Planning, Economic Development, Housing, Public Improvements, Public Services | $660,108 | [INSERT AMOUNT] | [INSERT AMOUNT] | [INSERT AMOUNT] | [INSERT AMOUNT] | It is estimated that the City will receive a CDBG allocation of approximately $3,300,540 over the five years of the Consolidated Plan based on past and current funding. |

**Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied**

While the CDBG program does not require matching funds, it serves as a critical tool for leveraging additional resources from private, local, state, and federal sources to expand the impact of funded activities. CDBG funds can be used strategically to attract and complement other investments, allowing for a more comprehensive approach to addressing community needs.

The City may pursue partnerships with state and local agencies, nonprofit organizations, and private sector stakeholders to maximize funding opportunities and provide sustainable public services, infrastructure improvements, and economic development programs.

**If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan**

The City of Carson recognizes the importance of leveraging public land to address housing and community needs and regularly reviews its real estate portfolio to assess whether properties are being utilized to their fullest potential. By evaluating its assets in alignment with housing and service priorities outlined in the Consolidated Plan, the City can create opportunities to support low- and moderate-income households, address homelessness, and expand access to essential services. In collaboration with local partners, the City will continue to explore publicly owned land as a resource to increase the supply of affordable housing and support broader community development goals.

**Discussion**

Please see above.

## SP-40 Institutional Delivery Structure – 91.215(k)

Explain the institutional structure through which the jurisdiction will carry out its consolidated plan including private industry, non-profit organizations, and public institutions.

**Table SP-40.01: Institutional Delivery Structure**

| Responsible Entity | Responsible Entity Type | Role | Geographic Area Served |
|---|---|---|---|
| City of Carson | Government | Lead Agency – CDBG Administrator | Jurisdiction |
| Housing Authority of the County of Los Angeles (HACoLA) | Public Housing Authority | PHA | Region |
| Los Angeles Homeless Services Authority (LAHSA) | Continuum of Care | CoC | Region |

**Assess of Strengths and Gaps in the Institutional Delivery System**

The institutional delivery system in Carson benefits from strong interdepartmental communication and collaboration. City staff work closely with various departments, community organizations, and agencies that assist low-income individuals and families to establish priorities and effectively allocate resources. While only a few entities have formal roles in administering HUD's entitlement programs, the City, as the lead CDBG agency, coordinates efforts with a diverse range of stakeholders, including government agencies, businesses, nonprofit organizations, service providers, and sub-recipients.

A key strength of the delivery system is the ongoing communication and coordination among these entities, ensuring that programs align with community needs and that resources are maximized. However, the most significant gap in the system remains the limited availability of funding. The level of need in the City far exceeds available resources, making it difficult to fund all high-priority projects. As a result, some critical initiatives may experience delays while the City continues to seek additional funding sources to expand its capacity to meet community needs.

**Availability of services targeted to homeless persons and persons with HIV and mainstream services**

**Table SP-40.02: Homelessness Prevention Services Summary**

| Homelessness Prevention Services | Available in the Community | Targeted to Homeless | Targeted to People with HIV |
|---|---|---|---|
| **Homelessness Prevention Services** | | | |
| Counseling/Advocacy | X | X | X |
| Legal Assistance | X | X | |
| Mortgage Assistance | | | |
| Rental Assistance | X | X | |
| Utilities Assistance | X | X | |
| **Street Outreach Services** | | | |
| Law Enforcement | X | X | |
| Mobile Clinics | X | | |
| Other Street Outreach Services | X | X | |
| **Supportive Services** | | | |
| Alcohol & Drug Abuse | X | X | |
| Child Care | | | |
| Education | X | X | |
| Employment and Employment Training | X | X | |
| Healthcare | X | X | |
| HIV/AIDS | X | X | |
| Life Skills | X | X | |
| Mental Health Counseling | X | X | |
| Transportation | X | X | |
| **Other** | | | |
| Other | | | |

**Describe how the service delivery system including, but not limited to, the services listed above meet the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth)**

The City of Carson's service delivery system for addressing homelessness is built on collaboration with local and regional service providers to ensure individuals and families experiencing homelessness receive the necessary support, shelter, and housing opportunities. Through partnerships with local agencies, the City connects chronically homeless individuals,

families with children, veterans and their families, and unaccompanied youth to emergency shelter, transitional housing, permanent supportive housing, and essential supportive services.

Additionally, Carson coordinates with the Los Angeles Homeless Services Authority (LAHSA), which plays a critical role in regional homeless response efforts, including data collection, resource allocation, and strategic planning. By aligning local efforts with broader regional initiatives, the City ensures a comprehensive and coordinated approach to addressing homelessness.

Through these efforts, Carson can leverage expertise, funding, and resources to create a more effective service delivery system that prioritizes long-term stability and self-sufficiency for those experiencing homelessness.

**Describe the strengths and gaps of the service delivery system for special needs population and persons experiencing homelessness, including, but not limited to, the services listed above**

The City of Carson relies on a network of experienced agencies to deliver services to special needs populations and individuals experiencing homelessness. These organizations have a long history of providing critical support, including shelter, case management, mental health services, meals, and housing assistance. A major strength of the service delivery system is the collaboration between the City and regional partners, which allows for a more comprehensive response to the diverse needs of the population. Many service providers have established trust within the community, enabling them to effectively connect individuals to available resources. Additionally, the City's participation in regional initiatives, such as those led by LAHSA, strengthens access to data-driven strategies, funding opportunities, and best practices in homelessness prevention and intervention.

However, gaps remain in the service delivery system. The demand for services continues to exceed available resources, particularly as the population in need grows. Additional funding is needed to expand support for the growing population, along with improved coordination among service providers to enhance efficiency and impact.

**Provide a summary of the strategy for overcoming gaps in the institutional structure and service delivery system for carrying out a strategy to address priority needs**

The City will continue collaborating with nearby jurisdictions, nonprofit and faith-based organizations, and LAHSA to coordinate resources and develop strategies to address service

gaps and priority needs. With a strong support structure in place, the City is confident in its ability to tackle the key priorities outlined in this Consolidated Plan.

## SP-45 Goals Summary – 91.215(a)(4)

### Goals Summary Information

**Table SP-45.01: Goals Summary**

| Goal Name | Start Year | End Year | Category | Geographic Area | Needs Addressed | Funding | Goal Outcome Indicator |
|---|---|---|---|---|---|---|---|
| Expand Affordable Housing Options | 2025 | 2029 | Affordable Housing | Citywide | Decent and affordable housing; neighborhood preservation | CDBG: $2,642,295 | X Households Assisted |
| Deliver Community Services | 2025 | 2029 | Non-Homeless Special Needs | Citywide | Priority services for special needs and LMI households | CDBG: $469,760 | X Persons Assisted |
| Provide Fair Housing Services | 2025 | 2029 | Non-Homeless Special Needs | Citywide | Fair housing | CDBG: $140,000 | X Persons Assisted |

**Table SP-45.02: Goal Descriptions**

| Goal Name | Goal Description |
|---|---|
| Expand Affordable Housing Options | Assist in increasing and preserving access to high-quality affordable housing by investing in property rehabilitation. |
| Deliver Community Services | Expand essential community services for vulnerable populations, including seniors, youth, and individuals with special needs.<br><br>Provide needed public services within the City of Carson using CDBG resources not to exceed the 15% annual expenditure limit.<br><br>Support the CDBG program through CDBG administration and fair housing activities. |
| Provide Fair Housing Services | Broaden fair housing education by raising awareness of rights, fostering inclusivity, and eliminating barriers to access. |

**Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.315(b)(2)**

The City estimates it will help at least 80 low- and moderate-income households access affordable housing over the course of the five year Consolidated Plan.

## SP-50 Public Housing Accessibility and Involvement – 91.215(c)

### Need to Increase the Number of Accessible Units (if Required by a Section 504 Voluntary Compliance Agreement)

The City of Carson does not own or operate any public housing.

### Activities to Increase Resident Involvements

Not applicable.

### Is the public housing agency designated as troubled under 24 CFR part 902?

The public housing agency operating in Carson is the Housing Authority of the County of Los Angeles (HACoLA), a division of the Los Angeles Community Development Authority (LACDA). HACoLA is not designated as troubled.

### Plan to remove the 'troubled' designation

Not applicable.

## SP-55 Barriers to affordable housing – 91.215(h)

### Barriers to Affordable Housing

Based on the City's previous work in its 2020 Analysis of Impediments to Fair Housing Choice, the following list of barriers to affordable housing in the City were identified:

- High levels of segregation
- Access to school proficiency
- Insufficient affordable housing in a range of unit sizes
- Discriminatory patterns in lending
- Insufficient accessible affordable housing
- Lack of fair housing infrastructure
- Insufficient fair housing education
- Insufficient understanding of credit

### Strategy to Remove or Ameliorate the Barriers to Affordable Housing

The City's 2020 2020 Analysis of Impediments to Fair Housing Choice outlined the below goals to address fair housing issues and impediments.

**Table SP-55.01: Goals to Address Fair Housing Issues/Impediments**

| Fair Housing Goal | Impediments to Fair Housing Choice / Contributing Factors | Fair Housing Issue | Recommended Actions |
|---|---|---|---|
| Review zoning and municipal codes for barriers to housing choice | High levels of segregation, Discriminatory patterns in lending | Segregation | Review zoning for areas with restrictions to housing development, including minimum lot requirements; make appropriate amendments every year for the next five (5) years. Record activities annually. |
| Increase availability of accessible housing | Insufficient accessible affordable housing | Disability and Access | Review development standards for accessible housing and inclusionary policies for accessible housing units; continue |

| Fair Housing Goal | Impediments to Fair Housing Choice / Contributing Factors | Fair Housing Issue | Recommended Actions |
|---|---|---|---|
| | | | recommending appropriate amendments over the next five (5) years. Record activities annually. |
| Promote housing opportunities in high opportunity areas | Insufficient accessible affordable housing | Disproportionate Housing Need | Continue to use CDBG and HOME funds to fund housing rehabilitation for homeowner and rental housing option: 150 residential housing units over five (5) years. |
| Promote community and service provider knowledge of fair housing | Lack of fair housing Infrastructure, Insufficient fair housing Education, Insufficient understanding of credit | Fair Housing Enforcement and Outreach | Continue to promote fair housing education through annual or biannual workshops. Maintain records of activities annually.<br><br>Ensure that fair housing education materials are available in the Spanish language. Maintain records of activities annually.<br><br>Promote annual outreach and education related to credit for prospective homebuyers. Maintain records of activities annually.<br><br>Partner with community agencies to provide financial literacy classes for prospective homebuyers on an annual basis. Maintain records of activities annually. |

## SP-60 Homelessness Strategy – 91.215(d)

### Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City of Carson collaborates with the South Bay Cities Council of Governments (SBCCOG) to conduct targeted outreach to individuals experiencing homelessness, particularly those who are unsheltered. SBCCOG has partnered with People Assisting the Homeless (PATH), a statewide network of service providers specializing in homelessness response.

PATH's outreach teams engage directly with unsheltered individuals, building trusting relationships to assess their specific needs and connect them to essential services. These services include housing assistance, interim housing, veterans' services, mental health care, medical services, employment support, and benefits enrollment. By providing comprehensive, person-centered support, PATH aims to help individuals transition from homelessness to stable housing and improved well-being.

Through this coordinated approach, the City and its partners provide a comprehensive and person-centered response to homelessness, ensuring that individuals receive the support needed to transition into stable housing and improve their overall quality of life.

### Addressing the emergency and transitional housing needs of homeless persons

At present, there are no emergency shelters or transitional housing facilities located in the City of Carson. Since there is an obvious need for such facilities, the City is exploring two avenues: a) outreach to a provider or providers of emergency shelters and/or transitional housing facilities who may be interested in operating such facilities within the city; or b) becoming such a provider itself. The City recently prepared and adopted amendments to its Zoning Code the accomplished the following:

- Permitting emergency shelters by tight in the ML (Manufacturing Light) and MH (Manufacturing Heavy) zones, and providing for development and operational standards;
- Identifying transitional and supportive housing as a residential use and permitting it in all residential zones, subject only to those standards /regulations that apply to other residential uses of the same type in the same zone; and
- Permitting single-room occupancy (SRO) units in at least one zone.

These changes will enable to City to monitor the inventory of sites appropriate to accommodate emergency, transitional, and supportive housing facilities and work with appropriate organizations to ensure that the needs of the homeless and extremely low income households are met.

As a result of participation in the Los Angeles County Homeless Initiative, City staff have become aware of SB (Senate Bill) 2, a State law requiring each city or county to identify at least one zone where emergency shelters are permitted by right and treating transitional and supportive housing as residential uses of property, subject only to restrictions that apply to other residential dwellings of the same type in the same zone, so one of the tasks ahead for the Carson Homelessness Task Force would be to monitor the existing planning and zoning regulations to ensure the City's compliance with SB 2.

**Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again**

The Time-Limited Subsidy Programs within the Permanent Housing Department of LAHSA play a critical role in helping individuals and families experiencing homelessness transition to permanent housing. These programs include Rapid Re-Housing, Recovery Re-Housing, and Shallow Subsidy/Street to Subsidy, all of which provide temporary financial assistance and housing support to help households secure stable housing quickly.

Time-Limited Subsidies are a key component of the LA Continuum of Care's permanent housing portfolio, designed to assist individuals and families who do not require deeper, long-term support, such as permanent supportive housing. These programs operate under a Housing First approach, meaning they serve individuals regardless of housing barriers and incorporate trauma-informed care and harm reduction strategies to ensure accessibility and effectiveness.

By providing flexible, short-term assistance, these programs help prevent returns to homelessness and support individuals in maintaining stable housing after their initial placement.

**Help low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families who are likely to become homeless after being discharged from a publicly funded institution or system of care, or who are receiving assistance from public and private agencies that address housing, health, social services, employment, education or youth needs**

One of the local social service providers that has received CDBG public service funds in the past, the Office of Samoan Affairs, has incorporated a program of services to the homeless and persons at risk of becoming homeless (primarily counseling, referral to appropriate agencies, and assistance in applying for and obtaining benefits) into its multifaceted portfolio of services. This would appear to be a prime candidate for subsequent years' funding should the agency seek to pursue it.

Through the City's membership in the South Bay Cities Council of Governments (SBCCOG), the City is participating in SBCCOG's program of outreach to the local homeless community and referral to services. SBCCOG contracts with People Assisting the Homeless (PATH), a statewide network of agencies that provides services to the homeless, to coordinate the effort. Additionally, the City entered into its own contract with PATH (using funding other than CDBG) for additional outreach services within Carson.

## SP-65 Lead based paint Hazards – 91.215(i)

**Actions to address LBP hazards and increase access to housing without LBP hazards**

Lead-based paint (LBP) regulations affect a variety of housing and community-based programs. The process for identifying and resolving LBP issues varies depending upon the amount of assistance and the type of program affected. The most common actions that need to be taken are:

- Lead Hazard Evaluation – A risk assessment, paint testing or a combination of these to determine the presence of LBP hazards or LBP in properties built prior to 1978.
- Lead Hazard Reduction – Activities designed to reduce or eliminate exposure to LBP hazards through methods including interim controls, standard treatments, or abatement.
- Clearance – An activity conducted following LBP hazard reduction activities to determine that the hazard reduction activities are complete.

As shown in Table MA-20.05, 82 percent of owner-occupied units and 74 percent of renter-occupied units in Carson were built before 1980, making them potential sources of lead-based paint exposure, as residential use of LBP was banned in 1978. Among these older units, 11 percent of owner-occupied units and 15 percent of renter-occupied units have children present in the home, a population particularly vulnerable to lead poisoning.

**How are the actions listed above related to the extent of lead poisoning and hazards?**

The actions listed above support efforts to mitigate lead poisoning and hazards by facilitating access to safer housing and reducing exposure risks for vulnerable populations. Lead-based paint (LBP) exposure is a significant health concern, particularly for young children, as it can lead to serious physical and cognitive health issues. Again, in Carson, 11 percent of owner-occupied and 15 percent of renter-occupied housing units built before 1980 have children present, putting them at higher risk of lead exposure.

**How are the actions listed above integrated into housing policies and procedures?**

The City realizes that lead-based paint poses a serious health hazard and therefore must be addressed. The City is attempting to minimize the incidence of lead paint poisoning by implementing the following:

- Ensuring that home improvement programs initiated by the City or non-profit providers identify and eliminate lead-based paint hazards;

- Considering annual programs and materials that educate residents on the health dangers of lead-based paint and encourage the screening of children for elevated blood levels;
- Including lead-based paint hazard reduction as an eligible activity in rehabilitation programs;
- Reviewing current housing and rehabilitation cases to ensure that lead-based paint hazard reduction is incorporated; and
- Promoting awareness and elimination of lead-based paint hazards among other housing providers, including local non-profit housing developers.

The City's efforts to conform to (24 CER) Section 570.608 regarding the notification, inspection, testing, and abatement procedures concerning lead-based paint as required in the CDBG certifications have most recently included the engagement of a consultant to conduct lead hazard inspections/evaluations, paint testing, risk assessments, and final clearance inspections. All properties served by the City's housing rehabilitation programs undergo an initial lead hazard assessment, with subsequent actions to be determined according to the results of that assessment.

## SP-70 Anti-Poverty Strategy – 91.215(j)

**Jurisdiction Goals, Programs and Policies for reducing the number of Poverty-Level Families**

Reducing poverty and improving economic stability for individuals and families requires a comprehensive, multifaceted approach that integrates affordable housing, economic development, education, and workforce opportunities. The City of Carson is committed to implementing strategies that address both the immediate needs of low-income households and the long-term economic opportunities that can lift families out of poverty.

To alleviate financial burdens, the City will allocate funding to help reduce housing costs by assisting with home repairs, preserving existing affordable housing, and ensuring that residents have access to stable and safe living conditions. These efforts aim to prevent displacement and promote housing stability, which are essential to economic mobility.

A strong economic development strategy is also key to poverty reduction. Elevating income levels for individuals and families living in poverty requires a multifaceted approach that includes affordable housing, livable communities, education, and job creation.

To maximize impact, the City will allocate funding to help in reducing housing costs can help lift families out of poverty rather than simply providing temporary relief. The City aims to create and preserve both affordable rental housing and homeownership opportunities to benefit as many residents as possible.

Strengthening the City's economic base is another critical strategy for poverty reduction. The City will implement coordinated economic development efforts focused on job creation, business retention, expansion, and attraction. Additionally, individuals and families will be supported through job training, counseling, education, and direct connections to employment opportunities. These efforts will be carried out in collaboration with public and private organizations that provide education and workforce development programs., ensuring that local businesses can thrive and provide sustainable employment opportunities. Through partnerships with workforce development agencies and educational institutions, individuals and families will have access to job training, career counseling, and education programs that enhance skill development and increase access to higher-paying jobs.

**How are the Jurisdiction poverty reducing goals, programs, and policies coordinated with this affordable housing plan**

Carson's anti-poverty strategy is closely aligned with the goals and objectives of the overall affordable housing plan. These goals include reducing poverty, creating new and affordable housing, developing and promoting services for at-risk populations, expanding job training, and providing public and social services.

The City plans to allocate federal funding to support affordable housing initiatives, strengthen neighborhoods, and expand essential community resources. This includes partnering with public and private organizations to provide a continuum of services that address housing, job training, and supportive programs for low- and moderate-income households. By coordinating housing policies with economic development and social services, the City ensures a comprehensive approach to poverty reduction, helping residents achieve long-term financial stability and self-sufficiency while strengthening the overall community.

## SP-80 Monitoring – 91.230

**Describe the standards and procedures that the jurisdiction will use to monitor activities carried out in furtherance of the plan and will use to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements**

The City's Community Development Department is responsible for ensuring that the receipt and expenditure of HUD funds complies with program requirements through the monitoring of program performance. Careful evaluation of the housing and public service delivery system can be the most effective tool in detecting gaps and making appropriate modifications. Carson will follow monitoring procedures identified in the City's Subrecipient Monitoring Plan. Other procedures will include in-house review of progress reports and expenditures, and on-site visits to ensure compliance with federal regulations. The monitoring system will encourage uniform reporting to achieve consistent information on beneficiaries. Monitoring will also aim at resolving any program or accounting findings or other problems that may keep an organization from meeting its contractual obligations. Technical assistance will be provided where necessary.

Furthermore, project and financial data on CDBG-funded activities will be maintained using HUD's Integrated Disbursement Information System (IDIS). Use of this system allows HUD staff easy access to local data for review and progress evaluation.

**Monitoring of Housing and Community Development Projects**

Project Selection: Prior to selection of an activity for funding, the prospective subrecipient must submit an application describing the program for which it is seeking funding, the amount of funding requested, and the program's goals/outcomes. The proposed programs are reviewed by staff to determine that they are eligible activities for CDBG funding and meet Consolidated Plan goals and objectives.

Contract Management: Each CDBG subrecipient has a written agreement with the City. The agreement specifies the program requirements, the program activity, funding amount, and the expected performance outcomes. During the program year, CDBG subrecipients are required to provide quarterly invoices and reports to the City. The quarterly report provides information about the individuals assisted and the organization's performance in meeting its goals and objectives as provided in the subrecipient agreement, which is based upon furthering the Consolidated Plan goals and objectives. On a quarterly basis, the City reviews the invoices and

reports to ensure that the subrecipients are spending the funds in a timely manner and meeting their performance goals.

Monitoring Compliance: In addition to the quarterly review of expenditures and performance, the City performs annual monitoring of each subrecipient following the City's CDBG Subrecipient Monitoring Guide. The guide details the City's monitoring goals, procedures and standards. Each subrecipient receives a monitoring questionnaire and document request list with a response deadline. The questionnaire requests information about program elements and knowledge.

Following a checklist, staff performs an analysis of each subrecipient. The analysis exposes any possible compliance or performance issues and identifies those agencies requiring more comprehensive monitoring. Based on responses to the questionnaire and other criteria, at least one-third of the subrecipients will be selected for more comprehensive monitoring and an on-site visit.

During the monitoring visit, staff will review information to help determine if the organization has knowledge and understanding of the CDBG regulations, documentation of the clients served and income eligibility, proper internal controls, and back-up documentation of charges made to the CDBG program. Within 30 days of the visit, subrecipients will receive a monitoring letter summarizing areas of improvement, findings, and/or concerns. The letter will specify any corrective actions required and include specific recommendations for improvement. The subrecipient will be given a deadline to provide a written response describing how and when the agency will resolve any findings. If a subrecipient is unable to meet the goals necessary to further the City's plan, then the organization will not have its funding renewed.

Audit: If the subrecipient expends more than $750,000 in federal funds during the fiscal year, it is required to perform a single audit and submit a copy to the City. The audit is reviewed, and any findings are noted for follow-up.

**Affordable Housing Projects**

Affordable housing projects supported with federal funds (such as the CDBG program) and subject to the Consolidated Plan are monitored on a regular basis to ensure compliance with occupancy and affordability requirements. The City will perform the following monitoring functions:

- Provide project owners with new income limits and rent limits;
- Review documentation of tenant income and owner compliance with rent limits;

- Review owner rent increase requests;
- Perform Housing Quality Standards inspection and Code Compliance checks on HOME-funded rental properties in accordance with HOME regulations; and
- Notify owners of any non-compliance and the necessary actions to restore compliance.

**Loans**

Over the years, the City has loaned CDBG funds to property owners through various community development programs to support Consolidated Plan goals, such as housing rehabilitation, commercial façade improvement, and down payment assistance programs. All of the loans administered by the City, the City will complete annual monitoring of title, taxes and insurance. If continued owner occupancy was a requirement of the loan, then the City will collect the necessary documentation, as well. For loans administered by the City's loan servicer, the City will regularly review the loan servicer's monitoring activities and follow up on delinquent accounts.

**Program Monitoring**

At least quarterly, the City's Community Development staff will review CDBG expenditures for the various activities to ensure that spending deadlines and individual program objectives are being met. As progress is made on the programs, accomplishment information will be entered in IDIS.

# First Program Year (2025-26) Annual Action Plan

## Expected Resources

### AP-15 Expected Resources – 91.420(b), 91.220(c)(1,2)

#### Introduction

The table that follows depicts the CDBG resources that the City of Carson is expected to have during the 2025 Program Year. For purposes of this table, the City is projecting the same amount of funding annually over the remainder of the Consolidated Plan period. However, the City recognizes that continued CDBG funding is not guaranteed.

**Table AP-15.01: Expected Resources**

| Program | Source of Funds | Uses of Funds | Expected Amount Available Year 1 | | | | Expected Amount Available Remainder of ConPlan $ | Narrative Description |
|---|---|---|---|---|---|---|---|---|
| | | | Annual Allocation: $ | Program Income: $ | Prior Year Resources: $ | Total: $ | | |
| CDBG | Public - Federal | Acquisition; Admin and Planning; Economic Development; Housing Public Improvements; Public Services | $660,108 | $552,940 | $466,207 | $1,679,255 | $4,065,070 | |

**Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied**

While the CDBG program does not require matching funds, it serves as a critical tool for leveraging additional resources from private, local, state, and federal sources to expand the impact of funded activities. CDBG funds can be used strategically to attract and complement other investments, allowing for a more comprehensive approach to addressing community needs.

The City will utilize Permanent Local Housing Allocation (PLHA) funds to support affordable housing initiatives, ensuring that CDBG-funded programs align with and enhance broader housing efforts. Additionally, the City may pursue partnerships with state and local agencies, nonprofit organizations, and private sector stakeholders to maximize funding opportunities and provide sustainable public services, infrastructure improvements, and economic development programs.

**If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan**

The City of Carson recognizes the importance of leveraging public land to address housing and community needs and regularly reviews its real estate portfolio to assess whether properties are being utilized to their fullest potential. By evaluating its assets in alignment with housing and service priorities outlined in the Consolidated Plan, the City can create opportunities to support low- and moderate-income households, address homelessness, and expand access to essential services. In collaboration with local partners, the City will continue to explore publicly owned land as a resource to increase the supply of affordable housing and support broader community development goals.

**Discussion**

Please see above.

# Annual Goals and Objectives

## AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

### Table AP-20.01: Goals Summary Information

| Sort Order | Goal Name | Start Year | End Year | Category | Geographic Area | Needs Addressed | Funding | Goal Outcome Indicator |
|---|---|---|---|---|---|---|---|---|
| 1 | Expand Affordable Housing Options | 2025 | 2026 | Affordable Housing | Citywide | Decent and affordable housing; neighborhood preservation | CDBG: $ | X Households Assisted |
| 2 | Deliver Community Services | 2025 | 2026 | Non-Homeless Special Needs | Citywide | Priority services for special needs and LMI households | CDBG: $ | X Persons Assisted |
| 3 | Provide Fair Housing Services | 2025 | 2026 | Non-Homeless Special Needs | Citywide | Fair housing | CDBG: $ | X Persons Assisted |

**Table AP-20.02: Goal Descriptions**

| Goal Name | Goal Description |
|---|---|
| Expand Affordable Housing Options | Assist in increasing and preserving access to high-quality affordable housing by investing in property rehabilitation. |
| Deliver Community Services | Expand essential community services for vulnerable populations, including seniors, youth, and individuals with special needs.<br><br>Provide needed public services within the City of Carson using CDBG resources not to exceed the 15% annual expenditure limit.<br><br>Support the CDBG program through CDBG administration and fair housing activities. |
| Provide Fair Housing Services | Broaden fair housing education by raising awareness of rights, fostering inclusivity, and eliminating barriers to access. |

# Projects

## AP-35 Projects – 91.220(d)

### Introduction

The City of Carson allocated its CDBG resources in a manner that addresses its identified housing and community development needs. The projects and programs selected for funding over the upcoming program year are further listed in Section AP-38 according to project number followed by the project's name and needs that are addressed. Funding for each program is also identified in the Section AP-38.

The projects listed in this section and in Section AP-38 reflect the recommendations adopted by the City Council at its meeting on [INSERT DATE].

### Projects

**Table AP-35.01: Project Information**

| # | Project Name |
|---|---|
| 1 | Neighborhood Pride Program |
| 2 | Fair Housing |
| 3 | Boys and Girls Clubs of Carson |
| 4 | Venice Family Clinic |
| 5 | Program Administration |

### Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The Department of Community Development considered all public comments submitted during the public hearing and will take into account additional feedback received during the public review and comment period. These allocation priorities were developed through the public participation process to ensure they align with the community's most pressing needs. The projects selected reflect the recommendations adopted by the City Council at its meeting on [INSERT DATE], based on community input, local data, and strategic planning efforts.

The allocation of CDBG funding is closely tied to the City's local objectives, focusing on areas where the greatest impact can be made. However, limited resource availability remains the

biggest obstacle to fully addressing the needs of underserved populations. To maximize the effectiveness of available funds, the City has and will continue to collaborate with government agencies, nonprofits, businesses, and other stakeholders to coordinate service provision and enhance program delivery. Strengthening these partnerships will help bridge resource gaps, improve service accessibility, and ensure that CDBG funds are used efficiently to support Carson's most vulnerable communities.

## AP-38 Project Summary

### Table AP-38.01: Project Summary Information

| | | |
|---|---|---|
| 1 | **Project Name** | Neighborhood Pride Program |
| | **Target Area** | Citywide |
| | **Goals Supported** | Expand Affordable Housing Options<br>Maintain and Promote Neighborhood Preservation |
| | **Needs Addressed** | Decent affordable housing<br>Neighborhood preservation |
| | **Funding** | CDBG: [INSERT AMOUNT] |
| | **Description** | The Neighborhood Pride Program (NPP) is designed to assist low- and moderate-income owners of single-family detached dwellings and mobile homes with the preservation of decent, safe, and sanitary housing. The NPP corrects hazardous structural conditions, makes improvements considered necessary to eliminate blight, promotes healthy, sustainable, and resource-efficient housing, improves disabled access, and corrects building and health and safety code violations. As such, the program addresses two of the major priority needs in the City's Five-Year Consolidated Plan; provide decent affordable housing; and maintain and promote neighborhood preservation. Program funds may be used to complete approved and required housing rehabilitation activities and to address lead-based paint hazards. Eligible items include roofing, driveway replacement, exterior painting, stucco work, correction of faulty plumbing and heating, replacement of deteriorated stairs, hazardous wiring repairs, and security lighting The NPP provides financial assistance in the form of loans or grants to eligible households whose income does not exceed 80% of area median income, adjusted for household size. ~~T~~he program provides grants of up to 30,000 for single-family detached dwellings, and up to $20,000 for mobile homes. For single-family homes, amounts over $30,000 up to $50,000 are eligible for a loan at 3% simple interest. A participating household may receive a loan or a grant, but not both. This allocation includes funding for inspection services related to the rehabilitation projects and for lead and asbestos testing and abatement services (both handled by contract). |
| | **Target Date** | 6/30/2026 |

| | | |
|---|---|---|
| | **Estimate the number and type of families that will benefit from the proposed activities** | The City estimates that this program will rehabilitate a minimum of 20 single-family units and mobile home units (20 low- and moderate-income households) during Program Year 2025. |
| | **Location Description** | All target areas are included, but this can take place anywhere in the city provided that the applicant meets the low- to moderate-income guidelines as this is a direct benefit activity. |
| | **Planned Activities** | None at this time. Applications are reviewed upon submittal. |
| **2** | **Project Name** | Fair Housing |
| | **Target Area** | Citywide |
| | **Goals Supported** | Maintain and Promote Affordable Housing<br>Deliver Community Services |
| | **Needs Addressed** | Decent affordable housing<br>Fair housing |
| | **Funding** | CDBG: [INSERT AMOUNT] |
| | **Description** | As part of its obligation to affirmatively further fair housing, the City of Carson offers a Fair Housing Services program, under an annual contract with the Los Angeles-based Housing Rights Center. This program is designed to combat discrimination in housing on the basis of race, color, national origin, handicap, gender, sexual orientation, marital status, creed, or any other protected category. Since 2014, the City has included fair housing services within its CDBG public services allocation, rather than its administration allocation. Presently, the Housing Rights Center provides fair housing workshops for property owners, management, and tenants, education, outreach, complaint handling, and enforcement in accordance with State and Federal civil/housing rights laws. HRC's program consists of the following components: Housing Discrimination Complaint Investigation. HRC investigates housing discrimination complaints brought under both State and Federal fair housing laws. A housing discrimination complaint can be investigated through testing, the gathering of witness statements, or through research surveys. HRC resolves cases in a number of ways including conciliation, litigation or referrals. HRC's litigation department has been very successful at winning strong judgments and settlements for its clients. Fair Housing Education and Outreach. HRC has established an effective and comprehensive outreach and education program by continuously developing and |

| | | |
|---|---|---|
| | | distributing written materials that describe the applicable laws that protect against housing discrimination and ways to prevent housing injustices. Tenant and Landlord Counseling. HRC provides telephone and in-person counseling to both tenants and landlords regarding their respective rights and responsibilities under California law and local city ordinances. In addition to answering basic housing questions, counselors commonly cite specific civil codes that pertain to the client's matter and/or provide sample letters that discuss a particular issue. When a client's matter is outside the scope of HRC's services, HRC provides appropriate referral information. These referrals include, but are not limited to local housing authorities, health, and building and safety departments, legal assistance agencies, and other social service providers. |
| | **Target Date** | 6/30/2026 |
| | **Estimate the number and type of families that will benefit from the proposed activities** | It is estimated that Fair Housing services will be provided to a minimum of 45 low- and moderate-income households, both existing and prospective residents of Carson. |
| | **Location Description** | Services are provided on a citywide basis |
| | **Planned Activities** | None at this time. Program activity is generated through referrals, walk-ins and individual contact by persons perceiving potential discrimination, and through testing. |
| **3** | **Project Name** | Boys and Girls Clubs of Carson |
| | **Target Area** | Citywide |
| | **Goals Supported** | Deliver Community Services |
| | **Needs Addressed** | Services for special needs and LMI households |
| | **Funding** | CDBG: [INSERT AMOUNT] |
| | **Description** | This activity will provide a variety of after-school development and educational support programming for youth. |
| | **Target Date** | 6/30/2026 |
| | **Estimate the number and type of families that will benefit from the proposed activities** | 50 low- to moderate-income households |
| | **Location Description** | 21502 South Main Street, Carson, CA 90745 |

| | | |
|---|---|---|
| | **Planned Activities** | This activity will provide a variety of after-school development and educational support programming for youth. |
| **4** | **Project Name** | Venice Family Clinic |
| | **Target Area** | Citywide |
| | **Goals Supported** | Deliver Community Services |
| | **Needs Addressed** | Services for special needs and LMI households |
| | **Funding** | CDBG: [INSERT AMOUNT] |
| | **Description** | Venice Family Clinic (which has taken over from South Bay Family Health Care, with which it merged) operates a free community health clinic for the uninsured and underinsured on the campus of Carson High School. |
| | **Target Date** | 6/30/2026 |
| | **Estimate the number and type of families that will benefit from the proposed activities** | 2,000 low- and moderate-income families |
| | **Location Description** | 270 West 223rd Street, Carson, CA 90745 |
| | **Planned Activities** | Venice Family Clinic operates a free community health clinic for the uninsured and underinsured on the campus of Carson High School. |
| **5** | **Project Name** | Program Administration |
| | **Target Area** | Citywide |
| | **Goals Supported** | Expand affordable housing options<br>Maintain and promote neighborhood preservation<br>Improve public facilities and infrastructure<br>Deliver community services |
| | **Needs Addressed** | Decent affordable housing<br>Neighborhood preservation<br>Services for special needs and LMI households<br>Priority public facilities and infrastructure<br>Fair housing |
| | **Funding** | CDBG: [INSERT AMOUNT] |
| | **Description** | This budget allocation is used to cover a portion of the personnel and non-personnel costs associated with the administration of the CDBG entitlement program for the City of Carson. The activities and staff functions covered under this allocation include general administration, |

| | | |
|---|---|---|
| | | planning (including housing, economic development, public improvement, capital improvement, and neighborhood planning), performance reporting and monitoring, equal opportunity compliance and programming, the implementation of the public outreach and citizen participation for the Five-Year Consolidated Plan planning process as well as the dissemination of information and facilitation of public participation needed to further the goals and objectives of Annual Action Plans. In addition to salary and benefit reimbursement for staff, this administration allocation includes other costs related to the administration of the CDBG program such as computer hardware/software, office supplies, support materials and staff training. |
| | **Target Date** | 6/30/2026 |
| | **Estimate the number and type of families that will benefit from the proposed activities** | Not applicable |
| | **Location Description** | Administration activities are carried out at the Carson Community Center, 801 East Carson Street (as the Housing Division has been relocated from City Hall). |
| | **Planned Activities** | Planned activities for administration include administering the CDBG program including monitoring visits, monthly review of program reports and fiscal reimbursement documentation, drawdowns, communication with agencies, directing RFP processes, and completing and executing subrecipient agreements and other contracts, among other activities. |

## AP-50 Geographic Distribution – 91.220(f)

### Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The City generally distributes funds on a project-by-project basis and does not distribute funds geographically, with the exception of the Commercial Façade/Rehabilitation program and selected public facility/infrastructure projects.

### Geographic Distribution

Not applicable. Please see discussion above.

### Rationale for the priorities for allocating investments geographically

Not applicable. Please see discussion above.

### Discussion

Not applicable. Please see discussion above.

# Affordable Housing

## AP-55 Affordable Housing – 91.220(g)

### Introduction

In addition to federal funding, the City will continue to seek additional funding sources to support as many Carson households as possible.

**Table AP-55.01: One-Year Goals for Affordable Housing by Support Requirement**

| One Year Goals for the Number of Households to be Supported | |
|---|---|
| Homeless | 0 |
| Non-Homeless | 9 |
| Special-Needs | 0 |
| Total | 9 |

**Table AP-55.02: One-Year Goals for Affordable Housing by Support Type**

| One Year Goals for the Number of Households Supported Through | |
|---|---|
| Rental Assistance | 0 |
| The Production of New Units | 0 |
| Rehab of Existing Units | 9 |
| Acquisition of Existing Units | 0 |
| Total | 9 |

### Discussion

The above tables reflect the projected activity for the Neighborhood Pride housing rehabilitation program (single-family homes and mobile homes).

## AP-60 Public Housing – 91.220(h)

### Introduction

In the wake of the statewide dissolution of redevelopment agencies (which, under the California Redevelopment Law, were required to allocate 20% of the tax increment revenues they received toward affordable housing), the City of Carson created a Carson Housing Authority to carry out the remaining affordable housing obligations. In that role, the Carson Housing Authority reviews proposals from prospective housing developers and determines to what extent it will provide assistance (primarily financial) to those developers.

Despite its name, however, the Carson Housing Authority does not own or operate any public housing within the city boundaries. In Carson, the role of a "public housing authority" (PHA), as the term is commonly understood, is carried out by the Los Angeles County Development Authority (LACDA, formerly the Housing Authority of the County of Los Angeles, or HACoLA). LACDA manages over 3,600 units of public housing in properties located throughout Los Angeles County (none in Carson), and also provides rental assistance to over 20,000 families within the County.

### Actions planned during the next year to address the needs to public housing

Not applicable, as the City of Carson does not own, operate, or manage any public housing.

### Actions to encourage public housing residents to become more involved in management and participate in homeownership

Not applicable.

### If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

The public housing agency operating in Carson is the Housing Authority of the County of Los Angeles (HACoLA), a division of the Los Angeles Community Development Authority (LACDA). HACoLA is not designated as troubled.

### Discussion

Please see above.

## AP-65 Homeless and Other Special Needs Activities – 91.220(i)

**Introduction**

The Los Angeles Homeless Services Authority (LAHSA) serves as the lead agency for the HUD-funded Los Angeles Continuum of Care (CoC), coordinating federal, state, county, and city funds to provide shelter, housing, and supportive services for individuals and families experiencing homelessness. The City of Carson works closely with LAHSA to align its efforts with the CoC's strategic initiatives, leveraging resources and programs to address the needs of homeless residents, including chronically homeless individuals, families with children, veterans, and unaccompanied youth, as well as those at risk of homelessness.

As previously mentioned, the City also collaborates with LAHSA on the annual Point-in-Time (PIT) count to engage and survey individuals experiencing homelessness to provide an accurate count of the region's unsheltered and sheltered homeless populations.

- Continued involvement by City staff in the regular monthly meetings of the South Bay Coalition to End Homelessness;
- Ongoing participation in the Los Angeles County Homeless Initiative;
- Continued participation in a joint program of the South Bay Cities Council of Governments (SBCCOG) to coordinate the following activities: outreach services; a South Bay Cities homeless hotline, screenings, and coordinated entry system assessments; case management; linkages to interim housing; housing location services; outreach to local landlords; and ongoing supportive services; and
  Regular meetings of the City's Homeless Task Force, which is coordinated by the Assistant City Manager and includes the Community Development, Community Services, and Public Safety Departments, as well as the County Sheriff's Department (the law enforcement agency in Carson).

**Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs**

As noted previously, LAHSA conducts point-in-time counts on an annual basis. In the 2024 PIT Count for Service Planning Area 8 (SPA 8)—which covers the South Bay region within the Los Angeles Continuum of Care (excluding Long Beach)—there were 1,436 sheltered individuals and

3,992 unsheltered individuals, totaling 5,428 individuals experiencing homelessness.

The City of Carson collaborates with the South Bay Cities Council of Governments (SBCCOG) to conduct targeted outreach to individuals experiencing homelessness, particularly those who are unsheltered. SBCCOG has partnered with People Assisting the Homeless (PATH), a statewide network of service providers specializing in homelessness response. PATH's outreach teams engage directly with unsheltered individuals, building trusting relationships to assess their specific needs and connect them to essential services. These services include housing assistance, interim housing, veterans' services, mental health care, medical services, employment support, and benefits enrollment. By providing comprehensive, person-centered support, PATH aims to help individuals transition from homelessness to stable housing and improved well-being.

**Addressing the emergency shelter and transitional housing needs of homeless persons**

At present, there are no emergency shelters or transitional housing facilities located in the city of Carson. Since there is an obvious need for such facilities, the City is exploring two avenues: a) outreach to a provider or providers of emergency shelters and/or transitional housing facilities who may be interested in operating such facilities within the city; or b) becoming such a provider itself.

The City recently prepared and adopted amendments to its Zoning Code that accomplished the following:

- Permitting emergency shelters by right in the ML (Manufacturing Light) and MH (Manufacturing Heavy) zones, and providing for development and operational standards;
- Identifying transitional and supportive housing as a residential use and permitting it in all residential zones, subject only to those standards /regulations that apply to other residential uses of the same type in the same zone; and
- Permitting single-room occupancy (SRO) units in at least one zone.

These changes will enable to City to monitor the inventory of sites appropriate to accommodate emergency, transitional, and supportive housing facilities and work with appropriate organizations to ensure that the needs of the homeless and extremely low income households are met.

As a result of participation in the Los Angeles County Homeless Initiative, City staff has become aware of SB (Senate Bill) 2, a State law requiring each city or county to identify at least one zone

where emergency shelters are permitted by right and treating transitional and supportive housing as residential uses of property, subject only to restrictions that apply to other residential dwellings of the same type in the same zone, so one of the tasks ahead for the Carson Homelessness Task Force would be to monitor the existing planning and zoning regulations to ensure the City's compliance with SB 2.

**Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again**

The Time-Limited Subsidy Programs within the Permanent Housing Department of LAHSA play a critical role in helping individuals and families experiencing homelessness transition to permanent housing. These programs include Rapid Re-Housing, Recovery Re-Housing, and Shallow Subsidy/Street to Subsidy, all of which provide temporary financial assistance and housing support to help households secure stable housing quickly.

Time-Limited Subsidies are a key component of the LA Continuum of Care's permanent housing portfolio, designed to assist individuals and families who do not require deeper, long-term support, such as Permanent Supportive Housing (PSH). These programs operate under a Housing First approach, meaning they serve individuals regardless of housing barriers and incorporate trauma-informed care and harm reduction strategies to ensure accessibility and effectiveness.

By providing flexible, short-term assistance, these programs help prevent returns to homelessness and support individuals in maintaining stable housing after their initial placement.

**Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs**

One of the local social service providers that has received CDBG public service funds in the past,

the Office of Samoan Affairs, has incorporated a program of services to the homeless and persons at risk of becoming homeless (primarily counseling, referral to appropriate agencies, and assistance in applying for and obtaining benefits) into its multifaceted portfolio of services.

Through the City's membership in the South Bay Cities Council of Governments (SBCCOG), the City is participating in SBCCOG's program of outreach to the local homeless community and referral to services. SBCCOG contracts with People Assisting the Homeless (PATH), a statewide network of agencies that provides services to the homeless, to coordinate the effort. Additionally, the City entered into its own contract with PATH (using funding other than CDBG) for additional outreach services within Carson.

**Discussion**

See above.

## AP-75 Barriers to affordable housing – 91.220(j)

**Introduction**

Both market and governmental factors can pose constraints to the provision of adequate and affordable housing. Two of the greatest barriers to affordable housing continue to be cost and supply. As demonstrated in the 2025-2029 Consolidated Plan, there is a great need for affordable housing in Carson. The City of Carson will continue to remove any barriers to affordable housing possible through the implementation of the Housing Element in compliance with State law, and by reducing development and cost constraints to developing housing when possible. Additionally, the City will continue to leverage available funding sources to support the development and preservation of affordable housing.

**Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment**

The City of Carson does experience barriers to affordable housing as identified in the 2025-2029 Consolidated Plan, including governmental constraints, market conditions, lack of funding sources, and land and construction costs. Many of the barriers are not controlled by the City, such as land and construction costs and state/federal constraints.

The City of Carson initiated an update of its Housing Element in 2022. The City will follow up on any governmental constraints to housing development that are identified in the Housing Element, including appropriate amendments to the Zoning Code.

The City continues to pursue the following strategies:

- Employ several policies to provide greater flexibility in site planning and promote more intense development. The City continuously monitors available sites that may be appropriate for residential uses. A density floor is a tool that can be used to promote maximum land use, establishing a minimum density within a given residential land use designation. The availability of developable acreage in upper density ranges allows for the development of certain types of housing.
- Continue considering alternate forms of development, including small-lot, single-family subdivisions; mobile home parks that allow owner-occupied spaces; senior citizen developments offering various types of care and assistance; mixed use

residential/office/commercial developments; and planned unit developments (the latter being a form long in existence in the city, and the mixed-use residential/office/commercial model is seen to an increasing degree, for example, along Carson Street and Avalon Boulevard).

- To encourage developers to pursue low- and moderate-income housing projects, California provides regulatory tools to govern approval processes, permitting greater density for affordable housing projects that include additional development incentives. The City employs a Density Bonus Ordinance to encourage developers to develop a portion of an otherwise market-rate product as affordable for low and moderate incomes, in order to meet the State-mandated affordable housing responsibilities.
- Monitor all housing built prior to 1980 for lead-based paint and other hazardous or unsafe housing issues.
- Continue monitoring low- to moderate-income housing developments that have existing affordability controls for their risk of conversion to market rate.
- Continue offering financial assistance to households that cannot qualify for conventional home improvement loans, in order to encourage and support the preservation of the affordable housing stock.
- Continue efforts to combat blighted and substandard housing through a combination of tools including enforcement, citation, and referral to the City's housing rehabilitation programs.
- Continue, through the Carson Housing Authority, assisting the development of affordable multi-family housing.
- Encourage the development of mixed-use projects, including the development of specific plans that require housing as a key component of those developments.
- Implement a 2012 Zoning Code amendment to facilitate development of housing for persons with disabilities. Housing opportunities for persons with disabilities can be addressed by the provision of affordable, barrier-free housing. Rehabilitation assistance can be targeted toward disabled renters and homeowners for necessary unit modifications.
- Seek State and Federal funds in support of housing construction and rehabilitation targeted toward persons with developmental disabilities. Also, provide regulatory incentives, such as expedited permit processing and fee waivers/deferrals, to projects targeted toward such persons. To further facilitate the development of housing units to accommodate persons with these disabilities, reach out annually to developers of supportive housing to encourage development of projects targeted toward special

needs groups.

**Discussion**

Please see above.

## AP-85 Other Actions – 91.220(k)

### Introduction

This section discusses the City's underserved needs and institutional structure for delivering housing and community development activities, as identified in the 2025-2029 Consolidated Plan.

The most pressing underserved need in the community is affordable housing. Additionally, there is a significant need for housing and support services for populations with special needs, including seniors, large families, single-parent households, individuals with HIV/AIDS, and those with mental, physical, or emotional disabilities.

### Actions planned to address obstacles to meeting underserved needs

Limited resource availability remains one of the greatest challenges in addressing the needs of underserved populations. To maximize impact, the City prioritizes collaboration and leveraging of funds, working with governmental agencies, nonprofits, businesses, and other entities to coordinate the provision of services in Carson.

Many residents face economic hardship due to barriers such as unemployment, underemployment, limited education, and lack of job skills training. Other contributing factors include low wages, a shortage of affordable childcare, and a lack of nearby affordable housing options, all of which make it difficult for lower-income households and single parents to enter or remain in the workforce. To help address employability and job training challenges, the City partners with the South Bay Workforce Investment Board (SBWIB), a local Workforce Innovation and Opportunity Act (WIOA) consortium that provides job placement, training, and workforce development services.

Transportation access also remains a significant obstacle, particularly for residents who rely on public transit for employment, education, and essential services. The City operates the Carson Circuit bus system, which coordinates with multiple regional transit providers, including the Los Angeles County Metropolitan Transportation Authority (Metro), Long Beach Transit, Compton Renaissance Transit, Torrance Transit, and Gardena Municipal Bus Lines. These efforts help

improve mobility and expand economic opportunities for Carson residents.

**Actions planned to foster and maintain affordable housing**

As noted in the Projects section of this Annual Action Plan, over one-third of the proposed allocation of the City's CDBG funds will be directed toward a major housing rehabilitation program aimed at maintaining and preserving the supply of affordable housing units in the city, the Neighborhood Pride Program.

In response to the State action eliminating local redevelopment agencies, the City of Carson created a Carson Housing Authority (CHA), which is assuming the housing programs of the former Carson Redevelopment Agency. The principal activities of the CHA are:

- Continuing rental assistance payments to two affordable multi-tenant residential developments (Avalon Courtyard, 92 units located at 22127 South Avalon Boulevard, and Carson Terrace Senior Apartments, 62 units located at 632 East 219th Street).
- Monitoring Carson's existing affordable housing projects for compliance with terms of their development agreements. Most of these projects were made possible by Redevelopment Agency loans.
- Seeing projects to completion, such as projects at 2525 East Carson Street and 21227-21237 South Figueroa Street.
- Moving projects with existing development agreements forward to completion. This includes the soon-to-be completed Veterans Village at Carson (51 units at the corner of Carson and Figueroa Streets) and Carson Arts Colony (46 units at 21205 South Main Street).
- With any remaining funds, the CHA will form or assist new projects on other sites.

At present, the CHA's functions do not include the operation of public housing (such as the Federally-assisted Section 8 program). That role within the boundaries of the city will continue to be carried out by the Housing Authority of the County of Los Angeles (HACoLA), a division of the Los Angeles County Development Authority (LACDA).

The City will also continue to seek new HOME Investment Partnership Program funding. Though not an entitlement community for HOME, the City has in the past obtained HOME funding through the California Department of Housing and Community Development (HCD), and is currently (until July 2020) utilizing a $500,000 HOME grant from HCD with which it is operating a housing rehabilitation program targeted toward low- and very low-income

homeowners.

**Actions planned to reduce lead-based paint hazards**

The City realizes that lead-based paint poses a serious health hazard and therefore must be addressed. The City is attempting to minimize the incidence of lead paint poisoning by implementing the following:

- Ensuring that home improvement programs initiated by the City or non-profit providers identify and eliminate lead-based paint hazards;
- Considering annual programs and materials that educate residents on the health dangers of lead-based paint and encourage the screening of children for elevated blood levels;
- Including lead-based paint hazard reduction as an eligible activity in rehabilitation programs;
- Reviewing current housing and rehabilitation cases to ensure that lead-based paint hazard reduction is incorporated; and
- Promoting awareness and elimination of lead-based paint hazards among other housing providers, including local non-profit housing developers.

The City's efforts to conform to (24 CFR) Section 570.608 regarding the notification, inspection, testing, and abatement procedures concerning lead-based paint as required in the CDBG certifications have most recently included the engagement of a consultant to conduct lead hazard inspections/evaluations, paint testing, risk assessments, and final clearance inspections. All properties served by the City's housing rehabilitation programs undergo an initial lead hazard assessment, with subsequent actions to be determined according to the results of that assessment.

**Actions planned to reduce the number of poverty-level families**

Carson's anti-poverty strategy is closely aligned with the goals and objectives of the overall affordable housing plan. These goals include reducing poverty, creating new and affordable housing, developing and promoting services for at-risk populations, expanding job training, and providing public and social services.

The City plans to allocate federal funding to support affordable housing initiatives, strengthen neighborhoods, and expand essential community resources. This includes partnering with public and private organizations to provide a continuum of services that address housing, job training, and supportive programs for low- and moderate-income households. By coordinating

housing policies with economic development and social services, the City ensures a comprehensive approach to poverty reduction, helping residents achieve long-term financial stability and self-sufficiency while strengthening the overall community.

**Actions planned to develop institutional structure**

The City of Carson Community Development Department will ensure the effective administration of HUD entitlement grants and oversee the implementation of activities outlined in the Annual Action Plan. The department will continue to enhance operational efficiencies through improved coordination, technical assistance, and oversight of housing and community development programs.

The City will maintain ongoing collaboration with other municipal departments, government agencies, non-profit organizations, and private sector partners to facilitate the provision of housing, public services, and infrastructure improvements. The Community Development Department works closely with external agencies such as the California Department of Housing and Community Development (HCD) and the Housing Authority of the County of Los Angeles (HACoLA) to ensure that low-income residents have access to safe and stable housing. Through strong interagency coordination, the City will continue to administer CDBG and other funding programs while seeking opportunities to enhance service delivery.

**Actions planned to enhance coordination between public and private housing and social service agencies**

The City of Carson is committed to strengthening coordination between public and private housing providers and social service agencies to ensure the efficient delivery of housing and support services for residents in need. The City relies on a network of nonprofit social service organizations to provide essential services and collaborates with affordable housing developers to implement its housing goals.

To enhance coordination, the City will continue engaging with public agencies, housing providers, and service organizations throughout the year to plan and maximize the use of available resources. Regular communication will be maintained to facilitate the review and endorsement of funding applications, discuss opportunities for cooperative initiatives, and ensure that service providers and housing developers work together effectively. The City has historically allocated up to 15% of its annual CDBG funding for social services, reinforcing its

commitment to supporting vulnerable populations.

Housing developments serving specific populations will also play a role in strengthening service coordination by informing residents about available local services and ensuring that service agencies are aware of upcoming housing opportunities during the project approval process.

**Discussion**

See above.

# Program Specific Requirements

## AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

**Introduction**

**Community Development Block Grant Program (CDBG)**
**Reference 24 CFR 91.220(l)(1)**
Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

| | |
|---|---|
| 1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed | 1,024 |
| 2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan | 0 |
| 3. The amount of surplus funds from urban renewal settlements | 0 |
| 4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan. | 0 |
| 5. The amount of income from float-funded activities | 0 |
| **Total Program Income** | **1,024** |

**Other CDBG Requirements**

| | |
|---|---|
| 1. The amount of urgent need activities | 0 |
| 2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70 percent of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan. | 70.00% |

# City of Carson

## Citizen Participation Plan for Programs Funded Under the U.S. Department of Housing and Urban Development's Office of Community Planning and Development

*Prepared by the Community Development Department*
*Updated December 2024*

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# Introduction

The City of Carson (City) receives an annual entitlement of Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development (HUD) for housing and community development activities to assist people with low to moderate incomes. In accordance with HUD requirements, the City must create a Five-Year Consolidated Plan (Consolidated Plan) that addresses affordable housing and community development needs, submit an Annual Action Plan (Action Plan) to outline spending and activities for the upcoming program year, and provide a Consolidated Annual Performance and Evaluation Report (CAPER) that summarizes the City's accomplishments and use of CDBG funds in the previous program year. Pursuant to the Code of Federal Regulations (CFR) at 24 CFR 91.105, the City must have and follow a detailed Citizen Participation Plan (CPP) that sets forth the City's policies and procedures for community participation, solicitation of views, and recommendations from members of the community and other interested parties; a consideration of the views and recommendations received; and a process for incorporating such views and recommendations into decisions and outcomes related to CDBG funds.

This Citizen Participation Plan (CPP) serves to meet the federal requirements described above concurrently.

# Participation Policies

The City actively encourages public involvement in development of its plans and reports. Community participation is crucial at every stage of the planning process, including identifying needs, setting priorities based on those needs, recommending activities to address high-priority needs, and evaluating the effectiveness of the programs and activities.

In addition to public input, the City welcomes comments from organizations serving Carson's ethnically and culturally diverse communities, including residents with Limited English Proficiency (LEP) or who speak English as a Second Language (ESL). The City also seeks input from organizations support people with disabilities. These groups play a key role in helping to disseminate information about community meetings, public notices, programs details, and requests for proposals for program services.

The public will be given the maximum feasible opportunity to participate in the development of the Consolidated Plan, Action Plan, CAPER (Plan(s)) and substantial amendments to these Plans. The City will do the following in the development and implementation of the Plans:

- Encourage participation from residents.
- Encourage the involvement of persons with low to moderate incomes, particularly those living in the low- to moderate-income communities where funds are

proposed to be used, and communities with planned revitalization.

- Encourage the involvement of residents of affordable, permanent supportive, and public housing.
- Encourage the involvement of persons with disabilities; racial and ethnic minorities; and persons who are non-English speaking and/or have LEP.
- Encourage participation from organizations and businesses that support people with low to moderate incomes, such as the local Continuum of Care (CoC) developers, public health agencies, adjacent local governments, nonprofit organizations, philanthropic organizations, community-based and faith-based organizations, public housing agencies, resident advisory boards, resident councils, and/or resident management corporations.
- Provide residents reasonable and timely access to information, meetings, and records.
- Provide residents the opportunity to review and offer input and feedback regarding the use of CDBG, fair housing efforts, and the CAPER.
- Assist persons who are non-English speaking and/or persons with LEP upon advanced request, provided such services are available.
- Use comprehensive techniques to encourage and measure public participation and review program performance.

Additional efforts to be taken by the City to encourage public participation can be found in the “Development of Plans” section of this CPP.

## ***Citywide Advisory Commission***

City Ordinance 08-1399, adopted on February 6, 2008, designates the Citywide Advisory Commission (Commission) to serve in an advisory role to the City Council, staff, and City consultants on matters concerning the evaluation of community-wide issues related to CDBG funding, census activities, and special funding requests.

The Commission is responsible for contributing to the development of needs data and recommending priorities among identified needs, assisting in the refinement of both long- and short-term community development objectives, and discussing preferences among specific program options.

Additionally, the Commission reviews and provides feedback on community development strategies, facilitates citizen participation requirements in federally funded programs in accordance with Title 24 CFR Section 91.105 as directed by the City Council (which includes conducting public hearings), and serves as a platform for exchanging information and receiving input from the City Council and local citizens regarding the CDBG program, census activities, and special funding requests.

## Development of Plans

As an entitlement jurisdiction, the City is required to prepare the following documents:

- Five-Year Consolidated Plan (Consolidated Plan);
- Annual Action Plan (Action Plan);
- Consolidated Annual Performance and Evaluation Report (CAPER); and
- Citizen Participation Plan (CPP).

The City will make a concerted effort to notify residents, social service providers, business groups, nonprofit organizations, community and faith-based organizations, community boards and other interested parties of the development of the Consolidated Plan, Action Plan, and CAPER through public noticing, such as electronic mail, online postings, and newspaper notices.

The City will issue a Notice of Funding Availability (NOFA) and/or Request for Proposals (RFP) inviting proposals for CDBG activities. Upon request, the City will provide technical assistance to established organizations representing persons with extremely low to moderate income to develop proposals for eligible activities.

City staff will review annual grant proposals and make recommendations to the Carson City Council (City Council) concerning federal funding. City Council meetings are open to the public and available for viewing on the City's website.

The City's annual program year begins July 1 and concludes on the succeeding June 30th. Every year, the City will prepare the Action Plan, which may contain a list of projects to be funded for the given program year with any additional funding received. During each program year, additional funding may become available due to program income or projects that are under budget, delayed, or cancelled. A list of capital improvement projects may also be included in the Action Plan and approved by the City Council to serve as back-up projects. The City may initiate these projects at any time when funding becomes available. The City must receive HUD approval for these back-up projects along with the approved and funded projects as part of its approval of the Action Plan. Initiation and funding of these projects would not constitute a substantial amendment as defined within.

Prior to adoption of the Consolidated Plan and Action Plan, the City will make available the estimated amount of CDBG funding that it expects to receive, the activities that may be undertaken, the estimated amount of funds that will be used to benefit persons with low to moderate incomes, and any activities that may result in displacement.

To further encourage public participation, the City will publish public notices summarizing the proposed Consolidated Plan and/or Action Plan. Notices will be published in the local newspaper and on the City's website. These notices will be

published at least ten (10) days before the scheduled public hearing. Each notice will include a summary of the Plan(s), outlining its content and purpose, a list of locations where the full Plan(s) can be reviewed, and details of the public hearing, including the date, time, and location.

The draft Consolidated Plan and Annual Action Plan will be made available for public review at least 30 days prior to final adoption. The public may access the draft plans on the City's website and at the below locations. In addition, any amendments to the Consolidated Plan or Action Plan, as well as the CAPER, will also be made available for public review at the same locations.

**City of Carson Office of the City Clerk (Office of the City Clerk)**
701 East Carson Street
Carson, California 90745

**City of Carson Community Development Department**
701 East Carson Street
Carson, California 90745

**Los Angeles County Public Library- Carson Regional Branch**
151 East Carson Street
Carson, California 90745

The City will provide a reasonable number of free copies to citizens and groups upon request.

Following the 30-day public review and comment period, the City Council will adopt the Consolidated Plan or Action Plan and direct staff to finalize and submit it. A summary of all comments, including unaccepted comments with reasons for non-acceptance, will be included. The final Plan will be submitted to HUD at least 45 days before the start of the program year (July 1).

## ***Consolidated Annual Performance Evaluation Report (CAPER)***

The City will prepare an annual CAPER to evaluate the progress of the Consolidated Plan and to review accomplishments for the previous program year. Prior to submitting the CAPER to HUD, the public must be noticed. The City will issue a notice that will include the contents and purpose of the CAPER; and a list of locations where copies of the entire draft CAPER can be reviewed.

The CAPER will be available for review at the Office of the City Clerk, City's Community Development Department, LA County Public Library – Carson Regional Branch, and on the City's website. A comment period of not less than 15 days will be provided. All comments received in writing or orally will be included in the final submission to HUD. The CAPER will be submitted to HUD no later than 90 days following the conclusion of the program year (June 30) to which it applies, pursuant to HUD regulations.

## Publication and Review Periods

The City will incorporate multiple methods to inform residents, entitlement grant beneficiaries, local government officials, housing and community development officials, and others about public meetings, public hearings, and comment periods. The available methods are listed below; not all shall be used for each meeting but will be implemented as City staff deems appropriate in relation to the action being considered.

- Press release announcing the public forums, public hearings, and review and comment periods
- Notification on the City's website
- Publication in a newspaper of general circulation
- Direct notification to residents and organizations currently being affected by the City's CDBG funds, either through direct funding or through City-sponsored programs
- Direct notification (mail, e-mail, newsletter or flyers) to groups and/or organizations and individuals who have expressed an interest or whom the City identifies as having a greater potential interest, including but not limited to: people with disabilities, minority groups, and seniors, and people experiencing or at risk of experiencing homelessness
- Notice/distribution will include City Council Offices, City Hall, and/or other inter-City departments
- News, media, and online sources

Notices for public hearings shall be publicized with a minimum of 10 days' advanced notice.

The City shall provide reasonable public comment periods to ensure that all interested parties have sufficient time to examine the contents of any of the standard documents and submit written comments prior to finalization. City staff will aim to provide a thoughtful and written response to public comments within 15 days of receipt, whenever feasible. A summary of the written and public hearing comments and a summary of all comments not accepted and their reasons for dismissal will be attached to final documents and presented to the City Council for consideration.

Standard documents shall be available for public review on the City's website and at the locations listed below. With the exception of the CAPER, all plans and substantial amendments shall have a public review and comment duration of a minimum of 30 calendar days. The CAPER shall have a public comment period of no less than 15 days.

## Public Hearings

The City will conduct a minimum of two (2) public hearings during different stages of each program year. One of the required public hearings will be conducted prior to the publication of the proposed Consolidated Plan or Action Plan.

All public hearing notices will be placed as a legal notice or display advertisement in the City's officially designated outlet for legal advertising (presently *Our Weekly*), or another publication of general circulation, for a minimum of 10 days prior to the public hearing date.

All public hearings, meetings of the City Council, and meetings of the Citywide Advisory Commission will be held at public facilities that are accessible to people with disabilities, which may include but is not limited to Carson City Hall (701 East Carson Street) and the Congresswoman Juanita Millender-McDonald Community Center (801 East Carson Street).

If special assistance or accommodations are needed to participate in a public hearing, please contact the City's Community Development Department at least five working days prior to the date of that meeting. Persons with hearing or speech disabilities can dial 711 to connect with a free TTY service, which will assist in contacting the City's Community Development Department for reasonable accommodations. Such an advisory will be included within the text of all publicly posted notices of such public meetings and/or public hearings.

Persons who would like information on the City's compliance with Section 504 of the Rehabilitation Act of 1973 of the Americans with Disabilities Act of 1990 should contact the City's Community Development Department at HousingDivision@CarsonCA.gov or by phone at 310-830-7600 ext. 1305.

Translation services will be available at public meetings for people with LEP/ESL.

## Plan Amendments

The City shall amend the approved use of CDBG funds in the Consolidated Plan or Action Plan whenever one of the following decisions is made:

a) to make a change in allocation priorities, or a change in the method of the distribution of funds.

b) to carry out an activity, using funds from any program covered by the Consolidated Plan or Action Plan (including program income) not previously described in the Consolidated Plan or the Action Plan.

c) to change the purpose, scope, location, or beneficiaries of an eligible activity.

***A substantial amendment occurs with one or more of the following:***

a) An increase greater than 100% of the activity allocated if the allocation is $50,000 or more as listed in a published Consolidated Plan or Action Plan, or as amended.

b) An increase greater than $50,000 of the activity allocation if the allocation is less than $50,000 as listed in a published Consolidated Plan, or as amended.

c) An increase or decrease in an activity allocation greater than $300,000.

d) A new activity not previously described in a published Consolidated Plan, or as amended.

Substantial amendments must be authorized by City Council and will be available on the City's website and through public notices in the newspaper. Minor changes and/or corrections may be made, so long as the changes do not constitute a substantial amendment. Minor changes, including but not limited to modifications of goal outcome indicators, shall not be considered a substantial amendment, and do not require public review or a public hearing.

All substantial amendments will be published in a newspaper of general circulation and will provide for a minimum public review and comment period of 30 days. The City will consider any comments received in writing, or orally at public hearings, regarding substantial amendments. A summary of these comments or views, and a summary of any comments or views not accepted and the reasons therefor, shall be attached to the substantial amendments of the Consolidated Plan or Action Plan, as applicable. No substantial amendments will be implemented prior to the expiration of the minimum 30-day public review and comment period.

Exceptions to this minimum 30-day public review and comment period will be made only in the case of a waiver of the 30-day requirement granted by HUD. In such a case, the published notice of the review and comment period will state the applicable timeframe.

Public notices will be published at least ten (10) days prior to the hearing. Notices will include the date, time, location, and summary of the proposed action to help facilitate informed comments.

Upon City Council approval of the substantial amendments, the City will make the approved amendment public and notify HUD. A copy of each substantial amendments will be sent to HUD once approved. Letters transmitting copies of substantial amendments will be signed by the official representative of the City authorized to take such action.

Any changes in federal funding levels made after the comment period for the draft

Consolidated Plan and/or Action Plan has expired will not be considered an amendment or substantial amendment, even if these changes affect the distribution of funds.

## Access to Information and Records

The City will ensure timely and reasonable access to information and records related to the development of the Consolidated Plan and CDBG program expenditures for the past five years. Available information includes the adopted Consolidated Plan or Action Plan, substantial amendments, performance reports, meeting minutes, and public comments.

Requests for information and records must be made to the City in writing. Staff will strive to respond within fifteen (15) business days, or as soon as possible thereafter. Upon request, these documents will also be provided in accessible formats for people with disabilities.

## Technical Assistance

Upon request, the City will provide technical assistance to organizations, particularly those representing persons with extremely low to moderate incomes, to help develop funding requests for CDBG-eligible activities. This assistance will include responding in writing to all written inquiries and verbally addressing verbal questions received from residents or group representatives on how to prepare and submit eligible program or project proposals. The City will also meet with groups or individuals, upon request, to help identify specific needs and support the preparation of project proposal applications.

## Comment and Complaint Process

The City will consider any comments from residents received in writing or orally at public hearings in preparing this CPP, Consolidated Plan, Action Plans, CAPERs, and/or substantial amendments to these plans. A summary of all comments will be attached and submitted to HUD. The City will make a concerted effort to respond in writing to comments within 15 business days of receipt of comments. All written comments should be directed to the City's Community Development Department.

The City will respond to written complaints received relating to the Consolidated Plan, Action Plans, CAPERs, and/or substantial amendments. Written complaints must describe the objection, date of complaint, and contact information of the complainant. The City will respond to complaints within 15 business days of receiving the written complaint, acknowledging the letter, and identifying a plan of action. If necessary, correspondence may be addressed to:

City of Carson Community Development Department
701 East Carson Street
Carson, California 90745
HousingDivision@CarsonCA.gov
310-830-7600 ext. 1305

Persons wishing to contact the Los Angeles Area HUD Office may address correspondence to:

U.S. Housing and Urban Development
Hong Lin
300 North Los Angeles St., Suite 4054
Los Angeles, CA 90012

## Anti-displacement and Relocation

In the event that any residential displacement and relocation will result from program activity, the City ensures that, prior to carrying out the program activity, an Anti-Displacement and Relocation Plan in connection with that program activity will be developed.

In the event that any acquisition and/or relocation must take place in order to carry out a program activity, the City will ensure the acquisition and relocation comply with requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR Part 24.

## Monitoring and Evaluation

The City's Community Development Department or its designee is responsible for monitoring activities implemented pursuant to the Consolidated Plan or Action Plan. The Community Development Department will perform annual monitoring of all activities to ensure compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements.

# DEFINITIONS

**Annual Action Plan (AAP)** – An annual update to the Five-Year Consolidated Plan which highlights the activities to be conducted during a single program year in support of the priorities identified in the Consolidated Plan.

**Code of Federal Regulations (CFR)** – A compilation of regulations issued by agencies of the federal government for the implementation of, compliance with, and enforcement of statutes enacted by the U.S. Congress.

**Community Planning and Development (CPD)** – The division of HUD responsible for administering that Department's program(s) of formula-based financial assistance to states and units of local government (such as counties and cities).

**Consolidated Annual Performance and Evaluation Report (CAPER)** – An annual performance report of CDBG funds.

**Consolidated Plan Program Year (see also Program Year)** – The 12-month period for implementing HUD CPD programs. The program year shall begin on the first calendar day of a month.

**Cost Burden** – The extent to which gross housing costs, including utility costs, exceed 30% of gross income, based on data available from the U. S. Census Bureau.

**Elderly Person** – A person who is at least 62 years of age.

**Extremely Low-Income Household** – A household whose income does not exceed 30% of the median family income (adjusted for household size) for the Los Angeles/Long Beach/Glendale Metropolitan Fair Market Rent Area (Los Angeles County).

**Large Family** – Family of five or more persons.

**Low-Income Household** – A household whose income does not exceed 80% of the median income (adjusted for household size) of the median family income for the Los Angeles/Long Beach/Glendale Metropolitan Fair Market Rent Area (Los Angeles County).

**Moderate-Income Household** – A household whose income does is 80% to 120% of the median family income for the Los Angeles/Long Beach/Glendale Metropolitan Fair Market Rent Area (Los Angeles County).

**Program Year** – For HUD CPD programs, the Program Year has been established as beginning on July 1 and ending on the succeeding June 30. The HUD CPD program year corresponds with the City's fiscal year.

**Slum or Blighted Area** – An area which meets a definition of a slum, blighted, deteriorated, or deteriorating area under state or local law, or where there is a substantial number of deteriorating or dilapidated buildings or improvements throughout the area.

# Appendix A
# Community Organizations Serving Carson's Ethnically and Culturally Diverse Populations

| | |
|---|---|
| Carson Samoan Assembly of God<br>1647 E. Carson St.<br>Carson, CA 90745<br>(310) 834-4898, (310) 834-3125 | Iglesia Roca de Salvacion<br>24100 S. Avalon Blvd.<br>Carson, CA 90745<br>(310) 834-6951<br>http://carsonrocadesalvacion.org<br>(*Website appears to be in Spanish only)* |
| Mission Ebenezer Family Church<br>Rev. Dr. Isaac Canales, Sr. Pastor<br>415 W. Torrance Blvd.<br>Carson. CA 90746<br>(310) 329-9128<br>www.missionebenezer.org | Samoan Congregational Church of the City of Carson<br>*(in another directory, this is listed as "United Samoan Congregational Church")*<br>Rev. Taisi Alaelua, Pastor<br>1717 E. Carson St.<br>Carson, CA 90745<br>(310) 549-0030 |
| Samoan Congregational Community Church<br>(*in another directory, this is listed as "Samoan Congregational Church")*<br>Rev. Fiatupu Tavai, Pastor<br>324 W. Carson St.<br>Carson, CA 90745<br>(310) 350-6685<br>http://sccsamoan.com<br>www.scc@yahoo.com | Spanish Seventh-Day Adventist Church<br>Rev. Javier Elenes, Pastor<br>21828 Dolores St.<br>Carson, CA 90745<br>(310) 513-9733, (310) 549-0951<br>http://carsonspanish22.adventistchurchconnect.org<br>sda_carsonspanish@yahoo.com |
| St. Philomena Catholic Church<br>21900 S. Main St.<br>Carson, CA 90745<br>Father Francis Ilano, Pastor<br>(310) 835-7161, (310) 830-5469 (fax)<br>www.stphilomenaparish.org<br>stphilomenasecretary@gmail.com | Zion United Methodist Korean Church<br>213 E. Lomita Blvd.<br>Carson, CA 90745<br>Rev. Son Pom Ye, Pastor<br>(310) 834-5504 |

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|---|---|
| Erasto R. Batongmalaque Foundation/Filipino Veterans Foundation<br>Dr. Jenny Batongmalaque, Executive Director<br>23247 S. Main St.<br>Carson, CA 90745<br>(310) 835-8365<br>drjennyb@earthlink.net | Sinaitenians of California<br>22035 S. Main St., #24<br>Carson, CA 90745<br>(310) 835-2472 |
| Carson African American Empowerment Coalition<br>Del Huff, President<br>868 E. Meadbrook St.<br>Carson, CA 90746<br>(310) 639-4026 | Carson Black Heritage Association<br>Iva Voldase, President<br>19419 Tajauta Ave.<br>Carson, CA 90746<br>(323) 636-9429 |
| Samoan Federation of America<br>High Chief Loa Pele Faletogo, President/Executive Director<br>404 E. Carson St.<br>Carson, CA 90745<br>(310) 834-6403<br>hc45loa@yahoo.com | Filipino Community of Carson<br>1602 E. 220th St.<br>Carson, CA 90745<br>(310) 513-1787 |
| Japanese American Citizens League Southwest District<br>244 S. San Pedro St., Suite 507<br>Los Angeles, CA 90012<br>(213) 626-4471<br>www.jaclpsw.org<br>info@jaclpsw.org | League of United Latin American Citizens<br>Carson Leadership Council #3031<br>Ramona Pimentel, President<br>PO Box 4752<br>Carson, CA 90749<br>(310) 549-0053<br>comptonlulac@gmail.com |
| NAACP—California State Conference<br>c/o Olivia Verrett, Chairperson<br>PO Box 4994<br>Carson, CA 90749<br>(310) 901-2555 | Office of Samoan Affairs, Inc.<br>June Pouesi, Executive Director<br>454 E. Carson Plaza Dr., Suite 109<br>Carson, CA 90746<br>(310) 538-0555<br>junepouesi40@gmail.com<br>http://officeofsamoanaffairs.org |
| Palm House, Inc.<br>Renato Casaclang, Executive Director<br>2515 E. Jefferson St.<br>Carson, CA 90810<br>(310) 830-7803 | Southern California Indian Center<br>400 Continental Blvd., 6th Fl.<br>El Segundo, CA 90245<br>(213) 387-5572 |

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|---|---|
| 100 Black Women of Carson<br>Attn: Clara Johnson<br>603-B University Dr., #337<br>Carson, CA 90746 | Confederation of Filipino American Associations<br>Attn: Joe Merton<br>22122 S. Main St<br>Carson, CA 90745<br>josemerton@yahoo.com |
| Casa de los Angelitos<br>954 Koleeta Dr.<br>Harbor City, CA 90710<br>(310) 325-8208<br>www.casadelosangelitos.org<br>casaadmin@me.com | Asian American Drug Abuse Program<br>2900 Crenshaw Blvd.<br>Los Angeles, CA 90016<br>(323) 293-6284, (323) 295-4075 (fax)<br>www.aadapinc.org |
| Pacific American Student Services<br>Sai Momoli, Chairman<br>21207 S. Catskill Ave.<br>Carson, CA 90745<br>(310) 678-3104<br>saimomoli@aol.com | Asociacion Cultural de South Bay<br>Attn: Raquel Beltran<br>PO Box 11713<br>Carson, CA 90749<br>(310) 631-0945, (310) 631-0957 |
| Filipino Action Group for the Environment<br>Attn: Fe Koons<br>1631 Ballard St.<br>Carson, CA 90745 | Filipino American Services Group, Inc.<br>135 N. Park View St.<br>Los Angeles, CA 90026<br>(213) 487-9804, (213) 487-9806 (fax)<br>bernie@fasgi.org<br>www.fasgi.org |
| Pacific Islands Center for Educational Development<br>Gary King, President<br>24231 Seagrove Ave.<br>Carson, CA 90745 | People's Community Organization for Reform and Empowerment<br>(People's CORE)<br>1610 Beverly Blvd.<br>Los Angeles, CA 90026<br>(213) 241-0995<br>www.peoplescore.net<br>info@peoplescore.net |
| Philippine Independence Day Foundation<br>Joe Merton, Chairman<br>Moises "Jun" Agilpay, President<br>208 E. Carson St., Suite 202<br>Carson, CA 90745<br>(310) 549-3111, (310) 847-7607 (fax)<br>josemerton@yahoo.com<br>jagilpay@hotmail.com<br>Rasing-perl4444@aol.com<br>www.phildf.org | Mapuifagalele Seniors and Youths Involvement, Inc.<br>Le'avea Asi, Executive Director<br>23742 S. Main St.<br>Carson, CA 90745<br>(310) 834-3200<br>Le'avea Asi, Executive Director |

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|---|---|
| Delta Sigma Theta Sorority, Inc.<br>L. A. South Bay Alumnae Chapter<br>Cynthia Hunter, President<br>PO Box 11025<br>Carson, CA 90749<br>http://lasouthbaydst.org<br>president@lasouthbaydst.org<br>web.info@lasouthbaydst.org | Kayumanggi Lions Club<br>Tess L. Valera, Secretary<br>*(no mailing address was included)*<br>(310) 650-9786<br>www.kayumanggi.org |
| Torres Martinez Tribal TANF<br>4500 E. Pacific Coast Hwy., Suite 500<br>Long Beach, CA 90814<br>(310) 878-1600, (800) 665-7649<br>www.torresmartinez.org | Zeta Phi Beta Sorority, Inc.<br>Lambda Pi Zeta Chapter<br>c/o Beatrice R. Nelson<br>PO Box 11622<br>Carson, CA 90746<br>(310) 532-2475 |
| Beta Pi Sigma Sorority, Inc.<br>Alpha Gamma Chapter<br>Itelia Walker, President<br>1045 Helmick St.<br>Carson, CA 90746 | Carson Black Chamber of Commerce<br>603-B University Dr., PMB #181<br>Carson, CA 90746<br>(310) 729-5627 |
| United Samoan Church<br>*(also listed as "United Samoan Congregational Christian Church")*<br>Rev. Matagiese Tunoa, Pastor<br>600 E. Double St.<br>Carson, CA 90745<br>(310) 513-8901 | |

# Appendix B
# Community Organizations Serving People with Disabilities

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| Mid-Cities Association<br>JB Wagoner, Executive Director<br>14208 Towne Ave.<br>Los Angeles, CA 90061<br>(310) 329-9272<br>(310) 738-9096<br>(310) 329-3939 (fax)<br>info@arcmidcities.org<br>webmaster@arcmidcities.org<br>http://arcmidcities.org | Los Angeles County Department of Mental Health<br>150 W. 7th St.<br>San Pedro, CA 90731<br>(310) 519-6100<br>(310) 519-6218 |
| California Department of Rehabilitation<br>1929 W. Artesia Blvd., Suite C<br>Compton, CA 90220<br>(310) 637-1151<br>www.dor.ca.gov | California Department of Rehabilitation<br>4300 Long Beach Blvd., Suite 200<br>Long Beach, CA 90807<br>(562) 422-8325<br>www.dor.ca.gov |
| The California Endowment<br>Attn: James Suazo, Hub Coordinator<br>920 Atlantic Ave., Suite 103<br>Long Beach, CA 90813<br>(562) 436-4800 | Los Angeles County Department of Military and Veterans Affairs<br>17600 B Santa Fe Avenue<br>Rancho Dominguez, CA 90221<br>(310) 761-2030 |
| Peak Performance Training Centers, Inc.<br>Attn: Sylvia Ortiz<br>4859 W. Slauson Ave., #340<br>Los Angeles, CA 90056<br>sylviao@PPTCenters.com | California Employment Development Department<br>4300 Long Beach Blvd., Suite 600<br>Long Beach, CA 90807<br>(562) 728-6708 |
| California Employment Development Department<br>1220 Engracia Ave.<br>Torrance, CA 90505<br>(310) 782-2101 | California Employment Development Department<br>2909 E. Pacific Commerce Dr.<br>Compton, CA 90221<br>(310) 223-0785 |
| Gardena-Carson YMCA<br>Gretchen Downey, Executive Director<br>1000 W. Artesia Blvd.<br>Gardena, CA 90248 | United States Veterans Initiative<br>2001 River Ave.<br>Long Beach, CA 90810<br>(562) 200-7300 |

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| Home Ownership for Personal Empowerment<br>Kristin Martin, Executive Director<br>21231 Hawthorne Blvd.<br>Torrance, CA 90505<br>kristin.martin@hope-homes.org<br>www.hope-homes.org | Los Angeles County Community and Senior Services<br>Area Agency on Aging<br>3333 Wilshire Blvd., Suite 400<br>Los Angeles, CA 90010<br>(213) 738-2600 |
| Los Angeles Homeless Services Authority<br>Attn: Chief Program Officer<br>811 Wilshire Blvd., 6th Fl.<br>Los Angeles, CA 90017<br>www.lahsa.org | Alcoholics Anonymous<br>South Bay Central Office<br>1411 Marcelina Ave.<br>Torrance, CA 90501<br>(310) 618-1180 |
| The Salvation Army<br>4223 Emerald St.<br>Torrance, CA 90503<br>(310) 370-4515<br>torrance@salvationarmy.org<br>info@torrancecorps.org<br>www.torrancecorps.org | United Way of Greater Los Angeles<br>1129 N. Avalon Blvd.<br>Wilmington, CA 90744<br>(310) 518-2559 |
| The Salvation Army HAVEN<br>Southern California Division<br>Attn: Charles Smith<br>11301 Wilshire Blvd., Building #212<br>Los Angeles, CA 90073<br>(310) 478-3111, ext. 44588<br>Charles.Smitn@usw.salvationarmy.org | National Council on Alcoholism and Drug Dependence of the South Bay<br>Attn: Barbara Smith<br>1334 Post Ave.<br>Torrance, CA 90501<br>(310) 320-1087 |
| South Bay Workforce Investment Board<br>11539 Hawthorne Blvd., 5th Fl.<br>Hawthorne, CA 90250<br>(310) 970-7700<br>info@sbwib,org<br>www.sbwib.org | California Department of Public Social Services<br>17600 B Santa Fe Ave.<br>Rancho Dominguez, CA 90221<br>(310) 761=2030 |
| Goodwill Southern California<br>342 San Fernando Rd.<br>Los Angeles, CA 90031<br>(323) 223-1211<br>(562) 435-3411 (Charles Fleming, ext. 289)<br>www.goodwill.org | Braille Institute of America<br>741 N. Vermont Ave.<br>Los Angeles, CA 90029<br>(323) 663-1111<br>la@brailleinstitute.org<br>www.brailleinstitute.org |

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| Disabled Resources Center<br>Attn: Dolores Nason<br>2750 E. Spring St., Suite 100<br>Long Beach, CA 90806<br>(562) 427-1000<br>(562) 427-2027 (fax)<br>(562) 427-1366 (TTY)<br>d.nason@drcinc.org<br>samantham@drcinc.org<br>info@drcinc.org<br>http://www.drcinc.org | South Central Los Angeles Regional Center for Persons with Developmental Disabilities, Inc.<br>Dexter Henderson, Executive Director<br>2500 S. Western Ave.<br>Los Angeles, CA 90018<br>(213) 744-7000<br>www.sclarc.org |
| Los Angeles County Department of Children & Family Services<br>2325 Crenshaw Blvd.<br>Torrance, CA 90501<br>(310) 972-3111 | California Association of the Deaf<br>4708 Roseville Rd., Suite 111<br>North Highlands, CA 95660<br>www.cad1906.org |
| Social Security Administration<br>20000 Mariner Ave.<br>Torrance, CA 90505<br>(800) 772-1213 | Social Security Administration<br>2005 Long Beach Blvd.<br>Long Beach, CA 90806<br>(800) 772-1213 |
| EDD/GLAD<br>*(a joint program of the California Employment Development Department and the Greater Los Angeles Agency on Deafness, Inc.)*<br>5401 S. Crenshaw Blvd.<br>Los Angeles, CA 90043<br>GLADEDD@edd.ca.gov | South Bay Family Health Care<br>270 E. 223rd St.<br>Carson, CA 90745<br>www.sbfhc.org |
| Harbor View Community Services<br>850 E. Wardlow Rd.<br>Long Beach, CA 90807<br>(562) 981-9392 | Pacific Resources Psychological Group<br>4201 Long Beach Blvd., Suite 230<br>Long Beach, CA 90807<br>(562) 988-1000 |
| Southern California Resource Services for Independent Living<br>Attn: Rudy Contreras<br>7830 Quill Dr., Suite D<br>Downey, CA 90242<br>(562) 862-6531<br>(562) 923-5274 (fax)<br>(562) 869-0931 (TTY) | Autism Advocates in Action Support Group<br>Attn: Renita Verner<br>552 E. Carson St., Suite 104<br>Carson, CA 90745<br>(562) 857-4300<br>haptot01@yahoo.com<br>http://www.autismadvocatesinactionsg.com |

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| John Tracy Clinic<br>740 E. Wardlow Rd.<br>Long Beach, CA 90807<br>(562) 426-2257<br>www.jtc.org | Alma Family Services<br>121 Linden Ave.<br>Long Beach, CA 90802<br>(562) 624-8844<br>(323) 881-3799<br>www.almafamilyservices.org |
| Autism Society of America<br>Greater Long Beach/San Gabriel Valley Chapter<br>8635 Greenleaf Ave., Unit B<br>Whittier, CA 90602<br>(562) 665-5496<br>www.greaterlongbeach-asa.org | Veterans Affairs Long Beach Healthcare System<br>5901 E. 7th St.<br>Long Beach, CA 90822 |
| Harbor Regional Center<br>Attn: Patricia Del Monico, Executive Director<br>21231 Hawthorne Blvd.<br>Torrance, CA 90503<br>(310) 540-1711<br>(310) 543-0691<br>www.harborrc.org<br>Patricia.DelMonico@harborrc.org | Ability First<br>3770 E. Willow St.<br>Long Beach, CA 90815<br>(562) 426-6161<br>(626) 396-1010<br>(877) 768-4600<br>www.abilityfirst.org<br>info@abilityfirst.org |
| Mental Health America of Los Angeles<br>200 Pine Ave., Suite 400<br>Long Beach, CA 90802<br>(562) 285-1330<br>www.mhala.org | National Alliance for the Mentally Ill<br>PO Box 91206<br>Long Beach, CA 90809<br>(562) 435-2264 |
| Special Olympics Southern California<br>1600 Forbes Way, Suite 200<br>Long Beach, CA 90810<br>(562) 502-1100<br>www.sosc.org<br>info@sosc.org | Team of Advocates for Special Kids<br>Attn: Mario Haug, Executive Director<br>100 W. Cerritos Ave,<br>Anaheim, CA 92805<br>(866) 828-8275<br>(714) 533-8275<br>www.taskca.org<br>task@taskca.org |
| Childnet Youth and Family Services<br>4155 Outer Traffic Circle<br>Long Beach, CA 90804<br>(562) 498-5500<br>(562) 498-5501<br>www.childnet.net | Community Family Guidance Center<br>10929 South St., Suite 208B<br>Cerritos, CA 90703<br>(562) 865-6444<br>https://cfgcenter.com |

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|---|---|
| Greater Los Angeles Agency on Deafness, Inc.<br>2222 Laverna Ave.<br>Los Angeles, CA 90041<br>(323) 478-8000 (Voice/TTY)<br>(323) 550-4226 (TTY)<br>(323) 892-2225 (Videophone)<br>info@gladinc.org | Los Angeles County Department of Mental Health<br>150 W. 7th St.<br>San Pedro, CA 90731<br>(310) 519-6100<br>(310) 519-6218 |
| U. S. Department of Veterans Affairs<br>Gardena Community Based Outpatient Clinic<br>1149 W. 190th St.<br>Gardena, CA 90248<br>(310) 851-4705 | |

## 2025-2026 CDBG Proposed Project Summary Table

Draft Budget 3/18/2025

| 2025 Entitlement Grant (Estimated) | **Proposed Budget** |
|---|---|
| **Subtotal** | **$ 660,108.00** |
| Program Income PY 2024 (Received year-to-date, available) | $ |
| Program Income PY 2025 Estimated, 20% available for Admin.) | $ |
| Prior Year's Funds (Reprogrammed Funds-Estimate | $ |
| **Subtotal** | **$ 660,108.00** |
| **Total 2025 Estimated Funds Available** | **$ 660,108.00** |

**Administration**
(Limited to 20% of PY 2025 Grant + 20% of PY 2025 Program Income)
= $132,021.6 + $0 = $132,021.60

| | |
|---|---|
| Administrative Expenses | $ 132,021.60 |
| **Administrative Total** | **$ 132,021.60** |

**Physical Development Activities**

Neighborhood Pride Program

| | |
|---|---|
| **Capital Improvement Subtotal** | **$ 429,070.20** |

**Public Services**
(Limited to 15% of PY 2025 Grant + 15% of PY 2024 Program Income)
= $99,016.20 + $0 = $99,016.20

| | |
|---|---|
| Fair Housing – Housing rights Center | $ 34,977.00 |
| Boys & Girls Club of Carson | $ 40,000.00 |
| Venice Family Clinic | $ 20,000.00 |
| **Public Services Total** | **$94, 977.00** |

**Summary**

| | |
|---|---|
| **Total 2025 Allocation** | **$ 660,108.00** |

| Project/Activity Name | Requested Allocation | Recommended Allocation |
|---|---|---|
| **Public Service FY 2025/26** | **$99,016.20** | **$99,016.20** |
| Fair Housing - Fair Housing Foundation | $34,627.00 | $ 0 |
| Fair Housing - Housing Rights Center | $34,977.00 | $34,977.00 |
| Boys & Girls Club of Carson | $40,000.00 | $40,000.00 |
| Venice Family Clinic | $20,000.00 | $20,000.00 |
| **Requested Totals =** | **$129,604.00** | **$94,977.00** |

**File #:** **Version:**

# Report to Honorable Mayor and City Council

Tuesday, March 18, 2025, 5:00 PM

DISCUSSION 29.

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 March 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 - March 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 |

| | | Appointed | Term Expires |
|---|---|---|---|
| Aldridge Jr., Ray (LDH)** | | 12-06-22 | 11-30-26 |
| Childers, Christopher (CH) | | 12-06-22 | 11-30-26 |
| Embry, Darren (LDH) | | 04-04-23 | 11-30-26 |
| Kelley, Blake (LDH) | | 04-04-23 | 11-30-26 |
| Jimenez, Trini (AR) | | 12-06-22 | 11-30-26 |
| 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 |

| | | Appointed | Term Expires |
|---|---|---|---|
| Vacant (JH) | | | 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, Lashawn (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 |
| Ford, Britney (LDH) | Alt. 1 | 02-18-25 | 11-30-26 |
| Vacant (LDH) | Alt. 2 | | 11-30-26 |
| Vacant (LDH) | Alt. 3 | | 11-30-26 |

**[3] Human Relations Commission***

| | |
|---|---|
| Established by: | Ordinance No. 74-294; Ordinance No. 87-812, §1; Ordinance No. 89-883,§1 |
| Membership: | 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 |

| | | Appointed | Term Expires |
|---|---|---|---|
| Junio, Teresita (LDH) | | 12-03-24 | 11-30-26 |
| Calhoun, Jill (AR) | | 12-06-22 | 11-30-26 |
| Davenport, Kimberley (JH) | | 04-04-23 | 11-30-26 |
| 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 |
| Vacant (LDH) | Alt. 3 | | 11-30-26 |
| Paxton, Cameron (LDH) | Youth | 02-18-25 | 06-30-26 |
| Vacant (LDH) | Youth | | 06-30-26 |

**[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 |

| | | Appointed | Term Expires |
|---|---|---|---|
| Cainglet, Jesus-Alex (CH) | | 12-06-22 | 11-30-26 |
| Cortado, Kimberly (JH) | | 06-20-23 | 11-30-26 |
| Dahilig Jr., Cesar (LDH) | | 12-03-24 | 11-30-26 |
| Lawrence, Shannon (LDH) | | 12-03-24 | 11-30-26 |
| Gonzalez, Walter (LDH) | | 12-03-24 | 11-30-26 |
| Hilliard, Kisa (JD) | | 12-03-24 | 11-30-26 |
| Hunter, Edwina (AR) | | 12-06-22 | 11-30-26 |
| Langston, DeAnthony (LDH) | | 12-03-24 | 11-30-26 |
| Vacant (LDH)** | | | 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 |

| | | Appointed | Term Expires |
|---|---|---|---|
| Diaz, Louie (JD) | | 12-03-24 | 11-30-26 |
| Docdocil, Frederick (LDH)** | | 12-03-24 | 11-30-26 |
| Guerra, Carlos (LDH) | | 12-03-24 | 11-30-26 |
| Vacant (AR) | | | 11-30-26 |
| Huff, Del (LDH) | | 12-03-24 | 11-30-26 |
| Wilson, Leticia (LDH) | | 12-03-24 | 11-30-26 |
| Mfume, DeQuita (LDH) | | 12-03-24 | 11-30-26 |
| Johnson, Clarence (JH) | | 03-19-24 | 11-30-26 |
| Thomas, Dianne (CH) | | 12-06-22 | 11-30-26 |
| Montecarlo, Jaime (LDH) | Alt. 1 | 12-03-24 | 11-30-26 |
| Vacant (LDH) | Alt. 2 | | 11-30-26 |
| Vacant (LDH) | Alt. 3 | | 11-30-26 |

**[6] Public Relations Commission***

| | |
|---|---|
| Established by: | Ordinance No. 01-1239, §2 (CMC §27105.1) |
| Membership: | 9 members; 3 alternates |
| Qualification: | Shall 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 |

| | | Appointed | Term Expires |
|---|---|---|---|
| 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. Denice (JH) | Public Relations Specialist | 04-04-23 | 11-30-26 |
| Vacant (LDH) | Alt. 1 | | 11-30-26 |
| Waddis, Dorcas (LDH) | Alt. 2 | 12-03-24 | 11-30-26 |
| Page, Brent (LDH) | Alt. 3 | 02-18-25 | 11-30-26 |

**[7] Public Safety Commission***

| | |
|---|---|
| Established by: | Ordinance No. 99-1160 § 1; Ordinance No. 01-1239 § 1 (CMC §27103.6); Ordinance No. 21-2104 |
| Membership: | 9 members; 3 alternates |
| Qualification: | Shall be a resident of the City of Carson and be at least eighteen (18) years of age at the time of the member's appointment. |
| Meetings: | 3rd Thursday, 6:30 p.m. (Executive Conference Room) |
| Staff Liaison: | Priscilla Palma, Division Secretary x1787 |
| Support Staff: | Vacant |

| | | Appointed | Term Expires |
|---|---|---|---|
| Allen, Jeffrey (LDH) | | 12-03-24 | 11-30-26 |
| Arnold, Keith (LDH) | | 12-03-24 | 11-30-26 |
| Flinton, Lawrence (AR) | | 08-06-24 | 11-30-26 |
| Dacus, Samuel (LDH) | | 12-03-24 | 11-30-26 |
| Dorsey, Donnie (CH) | | 12-06-22 | 11-30-26 |
| Lewis, Prentiss (JH) | | 04-04-23 | 11-30-26 |
| Rivers, Angela (LDH) | | 12-03-24 | 11-30-26 |
| Romero, Heidi (LDH)** | | 12-03-24 | 11-30-26 |
| Cogut, Louis (JD) | | 12-03-24 | 11-30-26 |
| Wilson, Michael (LDH) | Alt. 1 | 12-03-24 | 11-30-26 |
| Brown, Randy (LDH) | Alt. 2 | 12-03-24 | 11-30-26 |
| Vacant (LDH) | Alt. 3 | | 11-30-26 |

**[8] Public Works Commission***

| | |
|---|---|
| Established by: | Ordinance No. 99-1181 § 2 (CMC § 2798.6) |
| Membership: | 9 members; 3 alternates |
| Qualification: | Have interest, experience or ability in construction, transportation, traffic, or circulation areas to ensure that traffic, vehicle parking, bikeways, and transportation systems and other City facilities are regulated and constructed in a manner calculated to best provide for the safety and welfare of the public. Shall be and remain a resident of, or have a place of employment or business in, the City of Carson, and be at least eighteen (18) years of age at the time of the member's appointment. |
| Meetings: | 2nd Monday, 6:30 p.m. (Executive Conference Room) |
| Staff Liaison: | Gilbert Marquez, Principle City/Civil Engineer x1813 |
| Support Staff: | Taelour C. James, Division Secretary x1801 |

| | | Appointed | Term Expires |
|---|---|---|---|
| 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. Srvs. x1780; Dani Cook, Human Srvs. Supv. X04/04/2 |
| Support Staff: | Brenda Reed, Senior Clerk x1775; |

| | | Appointed | Term Expires |
|---|---|---|---|
| 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: | Kisheen Tulloss, Council Aide x1711 |
| Support Staff: | Mikala Multiauaopele, Division Secretary x3557 |

| | | Appointed | Term Expires |
|---|---|---|---|
| Batucal, Arthur (JH) | | 04-04-23 | 11-30-26 |
| Boyd, Robert (JD) | | 12-03-24 | 11-30-26 |
| Branch, Jr., Roger (LDH) | | 12-03-24 | 11-30-26 |
| Da Silva, Manuel (LDH) | | 12-03-24 | 11-30-26 |
| Raber, Brian (CH) | | 12-06-22 | 11-30-26 |
| Salomon, Emmanuel (LDH) | | 12-03-24 | 11-30-26 |
| Mosequera, Nemie P. (LDH)** | | 12-03-24 | 11-30-26 |
| Woods, Richard (LDH) | | 12-03-24 | 11-30-26 |
| Woods, Thomas (LDH) | | 12-03-24 | 11-30-26 |
| Seay, Al (LDH) | | 12-03-24 | 11-30-26 |
| Wilvert, Karl (AR) | | 12-06-22 | 11-30-26 |
| Vacant (LDH) | Alt. 1 | | 11-30-26 |
| Vacant (LDH) | Alt. 2 | | 11-30-26 |
| Vacant (LDH) | Alt. 3 | | 11-30-26 |

**[11] Women's Issues Commission***

| | |
|---|---|
| Established by: | Ordinance No. 02-1246, § 1 (CMC § 27106.6) |
| Membership: | 9 members; 3 alternates |
| Qualification: | Shall be a resident of the City of Carson or work in the City of Carson during their tenure on the Commission and shall be at least eighteen (18) years of age at the time of the member's appointment. |
| Meetings: | 4th Monday, 6:00 p.m. (City Manager Conference Room) |
| Staff Liaison: | Ravynne Staine, Council Aide x1733 |
| Support Staff: | Vacant |

| | | Appointed | Term Expires |
|---|---|---|---|
| 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 |

| | | Appointed | Term Expires |
|---|---|---|---|
| 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 | 06-30-26 |
| Macias, Lea (LDH) | | 01-07-25 | 06-30-26 |
| Vacant (LDH) | Alt. 1 | | 06-30-26 |
| Vacant (LDH) | Alt. 2 | | 06-30-26 |
| Vacant (LDH) | Alt. 3 | | 06-30-26 |

## II. BOARDS & COMMITTEES

Article VI, §602 of the City Charter: To be qualified for appointment, the member shall be a qualified elector of the City, shall be domiciled in the City for at least sixty (60) days immediately preceding their appointment, and shall continue to reside in the City for the duration of his or her tenure, unless otherwise provided by ordinance.

The mayor and each member of the city council may appoint one member to a position on each City board, committee or commission, and the remaining membership positions shall be appointed by the mayor and approved by a majority of the city council, including the three alternates.

### [13] Measure C and Measure K Budget Oversight Committee

Established by: Ordinance No. 09-1423 (CMC §61119); Amended by Resolution No. 19-027; Amended by Resolution No. 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

| | | Appointed | Term Expires |
|---|---|---|---|
| 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 |
| Cottrell-Fullbright, Lisa (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 Citv 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

| | | Appointed | Term Expires |
|---|---|---|---|
| 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 |
| Kleege, Robert Bruce (LDH) | Park owner Alt. [2] | 03-04-25 | 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 |

| | | Appointed | Term Expires |
|---|---|---|---|
| Batucal, Dennis (LDH) | | 04-04-23 | 11-30-26 |
| Evans, Linda (LDH) | | 04-04-23 | 11-30-26 |
| Tate, Dorothy (LDH)** | | 01-23-24 | 11-30-26 |
| Guray, Jr., Tancredo "Jun" (JD) | | 12-03-24 | 11-30-26 |
| Witherspoon, Murphy (LDH) | | 01-07-25 | 11-30-26 |
| Anson, Jr., Oscar (LDH) | | 01-23-24 | 11-30-26 |
| Vacant (CH) | | | 11-30-26 |
| [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

| | | Appointed | Term Expires |
|---|---|---|---|
| Mayor Lula Davis-Holmes (LDH) | | 04-04-23 | 11-30-26 |
| Councilmember Jim Dear (JD) | | 12-03-24 | 11-30-26 |
| Brimmer, Charlotte (LDH)** | | 04-04-23 | 11-30-26 |
| Dudley-Kimble, Monica (CH) | | 04-04-23 | 11-30-26 |
| Gonzalez, Leonor (AR) | | 04-04-23 | 11-30-26 |
| Hamilton, Dr. John (JH) | | 04-04-23 | 11-30-26 |
| Sheriff Department Representative (LDH) | | 04-04-23 | 11-30-26 |
| Cottrell-Fulbright, Lisa (LDH) | Alt. 1 | 04-04-23 | 11-30-26 |
| Lott, Aminika (LDH) | Alt. 2 | 04-04-23 | 11-30-26 |

## IV. SPECIAL BOARD

### [17] Carson Reclamation Joint Powers Authority (CRJPA)

Established by Resolution No. 15-01-CRJPA; Resolution No. 21-02-CRJPA
Membership: 5 members
Meetings: 1st Monday, 4:00 p.m. (Helen Kawagoe Council Chambers)
Staff Liaison: John Raymond, Executive Director x1773
Support Staff: Sylvia Rubio, Executive Assistant x1318

| | Appointed | Term Expires |
|---|---|---|
| Authority Chair Lula Davis-Holmes | 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

| | Appointed |
|---|---|
| Mayor Davis-Holmes | 12-03-24 |
| Councilmember Rojas | 12-03-24 |

**[19] Community Development/Housing/Logistics & Transit Standing Committee**
Established by Minute Order 04-02-19

| | Appointed |
|---|---|
| Mayor Davis-Holmes | 12-03-24 |
| Councilmember Hicks | 12-03-24 |

**[20] Dignity Health Sports Park/CSUDH/Community Center Standing Committee**
Established by Minute Order 04-02-19

| | Appointed |
|---|---|
| Councilmember Hicks | 06-01-21 |
| Mayor Pro Tempore Hilton | 06-01-21 |

**[21] Legislative Ad Hoc Committee**
Established by Minute Order 02-16-21

| | Appointed |
|---|---|
| Mayor Pro Tempore Dr. Hilton | 12-03-24 |
| Councilmember Hicks | 12-03-24 |

**[22] City Hall/Community Center Renovation Ad Hoc Committee**
Established by Minute Order 01-26-21

| | Appointed |
|---|---|
| Mayor Davis-Holmes | 01-26-21 |
| Mayor Pro Tempore Hilton | 01-26-21 |

**[23] Economic Development/E-Commerce Ad Hoc Committee**
Established by Minute Order 03-02-21

| | Appointed |
|---|---|
| Mayor Davis-Holmes | 03-02-21 |
| Councilmember Hicks | 03-02-21 |

**[24] Conditional Use Permit Ad Hoc Committee**
Established by Minute Order 04-05-22

| | Appointed |
|---|---|
| Mayor Davis-Holmes | 04-05-22 |
| Mayor Pro Tempore Hilton | 04-05-22 |

**[25] Housing Ad Hoc Committee**
Established by Minute Order 03-16-21

| | Appointed |
|---|---|
| Mayor Pro Tempore Hilton | 12-03-24 |
| Councilmember Hicks | 12-03-24 |

**[26] Diversity, Equity and Inclusion Ad Hoc Committee**
Established by Minute Order 09-07-21

| | Appointed |
|---|---|
| Mayor Pro Tempore Hilton | 09-07-21 |
| Councilmember Rojas | 03-01-22 |

**[27] Standard Management Procedures and Special Events Ad Hoc Committee**
Established by Minute Order 01-04-22

| | Appointed |
|---|---|
| Mayor Davis-Holmes | 01-04-22 |
| Mayor Pro Tempore Hilton | 01-04-22 |

**[28] Cell 2 Settlement Ad Hoc Committee**
Established by Minute Order 02-07-22 (Carson Reclamation Authority)

| | Appointed |
|---|---|
| Authority Chair Lula Davis-Holmes | 02-07-22 |
| Board Member Dianne Thomas | 02-07-22 |

**[29] School Safety Ad Hoc Committee**
Established by Minute Order 02-15-22

| | Appointed |
|---|---|
| Mayor Pro Tempore Hilton | 12-03-24 |
| Councilmember Rojas | 12-03-24 |
| Captain Jones Norman | 12-03-24 |

**[30] Carson Finance and Audit Committee**
Established by Minute Order 06-20-23

| | Appointed |
|---|---|
| Mayor Davis-Holmes | 06-20-23 |
| Councilmember Rojas | 06-20-23 |
| Councilmember Hicks | 02-18-24 |

**[31] Short-Term Rentals Ad Hoc Committee**
Established by Minute Order 03-02-21
Established by Minute Order 10-03-23

| | Appointed |
|---|---|
| Mayor Davis-Holmes | 10-03-23 |
| Mayor Pro Tempore Hilton | 10-03-23 |

**[32] Special Event Ad Hoc Committee**
Established by Minute Order 06-06-24

| | Appointed |
|---|---|
| Mayor Davis-Holmes | 06-06-24 |
| Mayor Pro Tempore Dr. Hilton | 06-06-24 |

**[33] LA '28 Olympics Ad Hoc Committee**
Established by Minute Order 07-16-24

| | Appointed |
|---|---|
| Mayor Davis-Holmes | 07-16-24 |

| | |
|---|---|
| Mayor Pro Tempore Dr. Hilton | 07-16-24 |

**[34] Refinery Ad Hoc Committee**
Established by Minute Order 12-03-24

| | Appointed |
|---|---|
| Mayor Davis-Holmes | 12-03-24 |
| Councilmember Hicks | 12-03-24 |

**[35] Grocery Store Ad Hoc Committee**
Established by Minute Order 06-18-24

| | | Appointed |
|---|---|---|
| Mayor Pro Tempore Hilton | Member | 06-18-24 |
| Councilmember Hicks | Member | 06-18-24 |

**[36] Gil Smith Memorial Ad Hoc Committee**
Established by Minute Order 01-07-25

| | Appointed |
|---|---|
| Mayor Davis-Holmes | 01-07-25 |
| Mayor Pro Tempore Dr. Hilton | 01-07-25 |

## VI. CITY AFFILIATED ORGANIZATIONS

**[37] California Contract Cities Association**

| | | Appointed |
|---|---|---|
| Councilmember Hicks | Delegate | 12-03-24 |
| Mayor Davis-Holmes | Alt. | 12-03-24 |

**[38] Clean Power Alliance**
Ord. No. 17-1633; LACCE Joint Powers Agreement (Authority)

| | | Appointed |
|---|---|---|
| Councilmember Hicks | Delegate | 11-15-22 |
| Councilmember Rojas | Alt. 1 | 12-03-24 |
| Staff Member Reata Kulcsar | Alt. 2 | 11-15-22 |

**[39] County of Los Angeles Public Library Commission**

| | | Appointed |
|---|---|---|
| Mayor Davis-Holmes | Delegate | 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.

| | | Appointed |
|---|---|---|
| Mayor Davis-Holmes | Delegate | 01-26-21 |
| Mayor Pro Tempore Hilton | Alternate | 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.

| | | Appointed | Term Expires |
|---|---|---|---|
| Councilmember Dear | Delegate | 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.

| | | **Appointed** |
|---|---|---|
| Mayor Davis-Holmes | Delegate | 01-26-21 |
| Mayor Pro Tempore Hilton | Alt. | 01-23-24 |

**[43] League of California Cities**

| | | **Appointed** |
|---|---|---|
| Councilmember Rojas | Delegate | 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)**

| | | **Appointed** |
|---|---|---|
| Mayor Pro Tempore Hilton | Delegate | 12-03-24 |
| Councilmember Rojas | Alt. 1 | 01-26-21 |
| Mayor Davis-Holmes | Alt. 2 | 12-03-24 |

**[45] National League of Cities**

| | | Appointed |
|---|---|---|
| Councilmember Hicks | Delegate | 01-26-21 |
| Councilmember Rojas | Alt. 1 | 12-03-24 |
| Mayor Pro Tempore Hilton | Alt. 2 | 12-03-24 |

**[46] South Bay Cities Council of Govts (Joint Powers Authority)**

| | | Appointed |
|---|---|---|
| Councilmember Hicks | Delegate | 01-26-21 |
| Mayor Davis-Holmes | Alt. | 12-03-24 |

**[47] South Bay Workforce Investment Board**

| | | Appointed | Term Expires |
|---|---|---|---|
| Ted Cordova | Member | 06-18-24 | 06-30-28 |
| Jeffrey Jennison | Member | 06-18-24 | 06-30-28 |
| Janice Jimenez | Member | 07-01-21 | 06-30-25 |
| Tamala Lewis | Member | 07-01-19 | 06-30-23 |
| Tami Lorenzen-Fanselow | Member | 07-01-19 | 06-30-23 |

**[48] Southern California Association of Governments (SCAG)**

| | | Appointed |
|---|---|---|
| Mayor Pro Tempore Hilton | Delegate | 01-26-21 |
| Mayor Davis-Holmes | Alt. 1 | 01-26-21 |
| Councilmember Rojas | Alt. 2 | 12-03-24 |

**[49] U.S. Conference of Mayors**

| | | Appointed |
|---|---|---|
| Mayor Davis-Holmes | Delegate | 01-26-21 |
| Councilmember Rojas | Alt. 1 | 03-01-22 |
| Councilmember Hicks | Alt. 2 | 01-26-21 |

**[50] West Basin Water Association**

| | | Appointed |
|---|---|---|
| Mayor Davis-Holmes | Delegate | 12-03-24 |
| Councilmember Hicks | Alt. | 01-26-21 |

# Report to Honorable Mayor and City Council

Tuesday, March 18, 2025, 5:00 PM

ORDINANCE SECOND READING 30.

To: Honorable Mayor and City Council

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

Subject: SECOND READING AND ADOPTION OF ORDINANCE NO. 25-2507, AMENDING CHAPTER 1 (FIRE PREVENTION) OF ARTICLE III (PUBLIC SAFETY) OF THE CARSON MUNICIPAL CODE TO PROHIBIT THE SALE, USE AND DISCHARGE OF ALL FIREWORKS IN THE CITY OF CARSON, EXCEPT FOR PERMITTED PUBLIC DISPLAYS PURSUANT TO THE EXISTING REGULATIONS OF CARSON MUNICIPAL CODE SECTION 3101.9 (CITY COUNCIL)

## I. SUMMARY

It is recommended that the City Council of the City of Carson approve the second reading and adoption of an ordinance that would amend Chapter 1 (Fire Prevention) of Article III (Public Safety) of the Carson Municipal Code to prohibit the sale, use and discharge of all fireworks in the City, except for permitted public displays pursuant to the existing regulations of Carson Municipal Code Section 3101.9.

The ordinance was approved by the Council for introduction and first reading on March 4, 2025. The item was placed on the agenda at the recommendation of the Public Safety Commission, which voted unanimously 10-0 to prohibit fireworks in the City of Carson, and the Bingo/Fireworks/Refuse Ad Hoc Committee, consisting of Mayor Davis-Holmes and Councilwoman Rojas, met to discuss it and concurred with the recommendation of the Commission.

Dignity Health Sports Park has indicated that City of Carson residents will have access to the new Galaxy Park to watch the L.A. Galaxy post-game fireworks on July 4. This is not access into the game, but onsite. Galaxy Park will be open at 5pm pre-game until the end of the firework show. Guests will be required to pay for parking or they are welcome to walk over or use ride share. The fireworks are expected to start after the game at approximately 9:30 p.m. and is expected to last until approximately 9:40 p.m.

## II. RECOMMENDATION

1. CONDUCT a Second reading by title only and with full reading waived, and
2. ADOPT Ordinance No. 25-2507, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING SECTIONS 3101.0 (FIREWORKS), 3101.8 (STORAGE OF FIREWORKS), AND 3101.10 (VIOLATIONS OF FIREWORKS REGULATIONS) OF CHAPTER 1 (FIRE PREVENTION) OF ARTICLE III (PUBLIC SAFETY) OF THE CARSON MUNICIPAL CODE; AND REPEALING SECTIONS 3101.1 (FIREWORKS – SALE OF – PERMIT REQUIRED), 3101.2 (PERSONS ELIGIBLE), 3101.3 (APPLICATION REQUIREMENTS), 3101.4 (ISSUANCE OF PERMIT), 3101.5 (GENERAL PROVISIONS), 3101.6 (REGULATIONS FOR TEMPORARY STANDS), AND 3101.7 (WHOLESALE PERMIT) OF CHAPTER 1 (FIRE PREVENTION) OF ARTICLE III (PUBLIC

SAFETY) OF THE CARSON MUNICIPAL CODE TO PROHIBIT THE SALE, USE AND DISCHARGE OF ALL FIREWORKS IN THE CITY OF CARSON, EXCEPT FOR PERMITTED PUBLIC DISPLAYS PURSUANT TO THE EXISTING REGULATIONS OF CARSON MUNICIPAL CODE SECTION 3101.9"

## III. ALTERNATIVES

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

## IV. BACKGROUND

The Carson Municipal Code (CMC) currently allows for the sale, use and discharge of safe and sane fireworks (as defined in CMC 3101.05(h)) during specified time periods around the Fourth of July season subject to specified regulations, and does not allow for the sale, use or discharge of any fireworks other than safe and sane fireworks (defined in CMC 3101.05(d) as "illegal fireworks"), with the exception of permitted public displays under CMC 3101.9.

The City has experienced chronic difficulty ensuring compliance with existing fireworks regulations, as fireworks activity and violations of the existing regulations continue to be rampant each Fourth of July season despite recent increases in the City's administrative fines for violations of such regulations, and it is often difficult for the City's law enforcement officers to discern the difference between activities involving safe and sane fireworks and activities involving illegal fireworks.

Fireworks increase the risk of ignition and spread of fires in the City, which is particularly troubling given the recent Los Angeles County firestorm event that occurred in January of 2025, wherein entire communities were destroyed by the Eaton and Palisades fires. Fireworks also pose a significant risk of bodily injuries and property damage in the City, with numerous severe injuries caused by fireworks in Los Angeles County every Fourth of July season. Fireworks also cause severe disturbances to City residents due to the associated noise, danger and other factors.

Fireworks activity can also significantly increase the demand on law enforcement, fire protection, and emergency medical services, diverting resources from other critical public safety needs.

California Health and Safety Code Section 12541 expressly authorizes cities to prohibit the sale, use, and discharge of all fireworks (as defined in CMC 3101.05(c) with reference to California Health & Safety Code Section 12511) notwithstanding any other provision of the State Fireworks Law.

The proposed ordinance would amend the City's existing fireworks regulations (CMC 3101 *et seq*.) to enact a prohibition on the sale, use and discharge of all fireworks (as defined in CMC 3101.05(c) with reference to California Health & Safety Code Section 12511), including but not limited to safe and sane fireworks, with the exception of permitted public displays under existing CMC 3101.9, to protect the public health, safety, and welfare of City residents. Further corresponding changes to relevant City ordinances and/or resolutions will be brought back at a later date.

## V. FISCAL IMPACT

There will be no fiscal impact to the FY 24-25 Operating Budget.

## VI. EXHIBITS

1. Ordinance No. 25-2507

**Attachments**

Ordinance No. 25-2507.pdf

**ORDINANCE NO. 25-2507**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING SECTIONS 3101.0 (FIREWORKS), 3101.8 (STORAGE OF FIREWORKS), AND 3101.10 (VIOLATIONS OF FIREWORKS REGULATIONS) OF CHAPTER 1 (FIRE PREVENTION) OF ARTICLE III (PUBLIC SAFETY) OF THE CARSON MUNICIPAL CODE; AND REPEALING SECTIONS 3101.1 (FIREWORKS – SALE OF – PERMIT REQUIRED), 3101.2 (PERSONS ELIGIBLE), 3101.3 (APPLICATION REQUIREMENTS), 3101.4 (ISSUANCE OF PERMIT), 3101.5 (GENERAL PROVISIONS), 3101.6 (REGULATIONS FOR TEMPORARY STANDS), AND 3101.7 (WHOLESALE PERMIT) OF CHAPTER 1 (FIRE PREVENTION) OF ARTICLE III (PUBLIC SAFETY) OF THE CARSON MUNICIPAL CODE TO PROHIBIT THE SALE, USE AND DISCHARGE OF ALL FIREWORKS IN THE CITY OF CARSON, EXCEPT FOR PERMITTED PUBLIC DISPLAYS PURSUANT TO THE EXISTING REGULATIONS OF CARSON MUNICIPAL CODE SECTION 3101.9**

**WHEREAS,** the Carson Municipal Code (CMC) currently allows for the sale, use and discharge of safe and sane fireworks (as defined in CMC 3101.05(h)) during specified time periods around the Fourth of July season subject to specified regulations, and does not allow for the sale, use or discharge of any fireworks other than safe and sane fireworks (defined in CMC 3101.05(d) as "illegal fireworks"), with the exception of permitted public displays under CMC 3101.9; and

**WHEREAS,** the City has experienced chronic difficulty ensuring compliance with existing fireworks regulations, as fireworks activity and violations of the existing regulations continue to be rampant each Fourth of July season despite recent increases in the City's administrative fines for violations of such regulations, and it is often difficult for the City's law enforcement officers to discern the difference between activities involving safe and sane fireworks and activities involving illegal fireworks; and

**WHEREAS,** fireworks increase the risk of ignition and spread of fires in the City, which is particularly troubling given the recent Los Angeles County firestorm event that occurred in January of 2025, wherein entire communities were destroyed by the Eaton and Palisades fires; and

**WHEREAS**, fireworks also pose a significant risk of bodily injuries and property damage in the City, with numerous severe injuries caused by fireworks in Los Angeles County every Fourth of July season; and

**WHEREAS**, fireworks cause severe disturbances to City residents due to the associated noise, danger and other factors; and

**WHEREAS,** fireworks activity can significantly increase the demand on law enforcement, fire protection, and emergency medical services, diverting resources from other critical public safety needs; and

**WHEREAS,** amending the City's existing fireworks regulations to enact a prohibition on the sale, use and discharge of all fireworks (as defined in CMC 3101.05(c) with reference to California Health & Safety Code Section 12511), including but not limited to safe and sane fireworks, with the exception of permitted public displays under existing CMC 3101.9, will protect the public health, safety, and welfare of City residents; and

**WHEREAS**, California Health and Safety Code Section 12541 expressly authorizes cities to prohibit the sale, use, and discharge of all fireworks (as defined in CMC 3101.05(c) with reference to California Health & Safety Code Section 12511) notwithstanding any other provision of the State Fireworks Law; and

**WHEREAS**, for the protection of public health, safety and welfare, pursuant to the City's police power, the City Council hereby intends to amend the City's fireworks regulations so as to henceforth prohibit the sale, use and discharge of all fireworks (as defined in CMC 3101.05(c) with reference to California Health & Safety Code Section 12511) including but not limited to safe and sane fireworks, except for such use and discharge as may be permitted in connection with permitted public displays under existing CMC 31019, within City limits.

**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 as findings of fact.

**SECTION 2. AMENDMENT.** Section 3101.0 (Fireworks) of Chapter 1 (Fire Prevention) of Article III (Public Safety) of the Carson Municipal Code is hereby amended as follows (added text shown in ***bold italics***, deleted text shown in ~~strikethrough~~):

"(a) ~~Notwithstanding any other provision of this Code, safe and sane fireworks may be sold, pursuant to the provisions of CMC 3101 to 3101.10, within the City of Carson only during the period designated in subsections (c)(i) and (c)(ii) of this Section.~~

~~(b)~~ It shall be unlawful for any person to ***sell,*** discharge or use safe and sane fireworks within the City of Carson at any time**.** ~~except during the following time periods:~~

~~(i) 12:00 noon to 10:00 p.m. on June 28th;~~

~~(ii) 10:00 a.m. to 10:00 p.m. on June 29th;~~

~~(iii) 10:00 a.m. to 10:00 p.m. on June 30th;~~

~~(iv) 10:00 a.m. to 10:00 p.m. on July 1st;~~

~~(v) 10:00 a.m. to 10:00 p.m. on July 2nd;~~

~~(vi) 10:00 a.m. to 10:00 p.m. on July 3rd; and~~

~~(vii) 10:00 a.m. to 12:00 midnight on July 4th.~~

~~(c) Safe and sane fireworks may only be sold at a properly permitted stand within the City of Carson during the following hours:~~

~~(i) On June 28th from 12:00 noon to 10:00 p.m.; and~~

~~(ii) From June 29th through July 4th from 7:00 a.m. to 10:00 p.m.~~

(***b***~~d~~) It shall be unlawful for any person to ***sell,*** discharge, use or possess illegal fireworks within the City of Carson ***at any time, except for such discharge, use or possession as may be permitted in connection with a public display pursuant to CMC 3101.9***."

**SECTION 3. AMENDMENT.** Section 3101.1 (Fireworks - Sale of - Permit Required) of Chapter 1 (Fire Prevention) of Article III (Public Safety) of the Carson Municipal Code is hereby repealed in its entirety.

**SECTION 4. AMENDMENT.** Section 3101.2 (Persons Eligible) of Chapter 1 (Fire Prevention) of Article III (Public Safety) of the Carson Municipal Code is hereby repealed in its entirety.

**SECTION 5. AMENDMENT.** Section 3101.3 (Application Requirements) of Chapter 1 (Fire Prevention) of Article III (Public Safety) of the Carson Municipal Code is hereby repealed in its entirety.

**SECTION 6. AMENDMENT.** Section 3101.4 (Issuance of Permit) of Chapter 1 (Fire Prevention) of Article III (Public Safety) of the Carson Municipal Code is hereby repealed in its entirety.

**SECTION 7. AMENDMENT.** Section 3101.5 (General Provisions) of Chapter 1 (Fire Prevention) of Article III (Public Safety) of the Carson Municipal Code is hereby repealed in its entirety.

**SECTION 8. AMENDMENT.** Section 3101.6 (Regulations for Temporary Stands) of Chapter 1 (Fire Prevention) of Article III (Public Safety) of the Carson Municipal Code is hereby repealed in its entirety.

**SECTION 9. AMENDMENT.** Section 3101.7 (Wholesale Permit) of Chapter 1 (Fire Prevention) of Article III (Public Safety) of the Carson Municipal Code is hereby repealed in its entirety.

**SECTION 10. AMENDMENT.** Section 3101.8 (Storage of Fireworks) of Chapter 1 (Fire Prevention) of Article III (Public Safety) of the Carson Municipal Code is hereby amended as follows (added text shown in ***bold italics***, deleted text shown in ~~strikethrough~~):

"It shall be unlawful to store any fireworks in any residence, home, garage, or automobile within the City of Carson. It shall also be unlawful to store any fireworks in any building or other place within the City of Carson without having first applied for and received a business license pursuant to CMC 6310 and a permit therefor pursuant to the provisions of this Section from the City Council. ~~This Section is not applicable to temporary storage of fireworks in temporary retail sales stands.~~ An application for such a permit shall be filed with the City Council along with payment of a nonrefundable application fee established by City Council resolution no later than the last City business day in May. The City Council shall cause an investigation to be made of the place where it is proposed to store such fireworks. Notwithstanding the foregoing, storage of fireworks in connection with a public display of fireworks by a pyrotechnic operator shall be governed by permit issued under CMC 3101.9.

(a) Prior to initiating the storage of fireworks at the permitted location, the permittee shall procure general liability and property damage insurance covering its operation in and about said premises in a minimum aggregate amount of $1,000,000; in addition, the City of Carson, its officers and employees shall be named as an additional insured on such insurance. The permittee shall file a certificate of such insurance with the City Revenue Division within seven (7) days after Council approval of such storage operation.

(b) No fireworks shall be stored within one hundred (100) feet of any gasoline service station or any garage located within twenty-five (25) feet of any other structure. Any facility for the storage of fireworks shall maintain a minimum setback from the street curbing of ten (10) feet.

(c) There shall be maintained at each location where fireworks are stored at least two (2) fire extinguishers approved by the Los Angeles County Fire Department; provided, however, that if more than one (1) room at any location is used for fireworks storage, there shall be at least one (1) approved fire extinguisher per room.

(d) No person shall light, or cause, or permit to be lighted, any fireworks, or any other article or material, within any structure approved for fireworks storage, or within fifty (50) feet thereof.

(e) No smoking shall be allowed in any structure used for the storage of fireworks nor within fifty (50) feet of said structure. "No Smoking" signs shall be prominently displayed.

(f) No minor, under the age of eighteen (18), shall be in the fireworks storage structure.

(g) No alcoholic beverages shall be allowed on the premises. No person who is under the influence of alcoholic beverages shall enter or be allowed in the building or structure used for fireworks storage.

(h) The permittee shall provide an adult night watchman to act and serve during all hours other than normal business hours. Under no circumstances shall the night watchman sleep within the building in which the fireworks are stored.

(i) All permits must be posted in a conspicuous place at the storage site.

(j) The permittee shall strictly comply with all the provisions of the State Fireworks Law."

**SECTION 11. AMENDMENT.** Section 3101.10 (Violations of Fireworks Regulations) of Chapter 1 (Fire Prevention) of Article III (Public Safety) of the Carson Municipal Code is hereby amended as follows (added text shown in ***bold italics***, deleted text shown in ~~strikethrough~~):

(a) Any person violating any provision of CMC 3101 to 3101.9, inclusive, or knowingly or intentionally misrepresenting to any officer or employee of the City any material fact in procuring ***any*** ~~the~~ permit herein provided for, shall be guilty of a misdemeanor.

(b) In addition thereto, any such misrepresentation or violation shall constitute grounds for revocation of the permit by the City Council, on twenty-four (24) hours' notice to the permittee, or if any such violation is committed in the presence of the Sheriff, or any deputy, or Fire Chief, or any other City officer, the City Manager shall be empowered, upon receiving a written and signed report thereof from any such officer, to close any such ***permitted operation*** ~~sales booth or stand~~ forthwith.

(c) Any person violating the provisions of CMC 3101.***0***~~7~~ to 3101.9 shall be subject to a penalty of $1,000 for a first-time violation, and thereafter $1,000 for each additional violation of such provisions, except as otherwise provided in a resolution adopted by the City Council pursuant to CMC 1203.3(d). Any person found to have violated the provisions of CMC ~~3101.7,~~ 3101.8 or 3101.9, or any combination of the same, more than two (2) times in a single year shall be prohibited from applying for any permit under CMC 3101.***8***~~7~~ through 3101.9 for a period of one (1) year.

(d) If any provision(s) of this Chapter or the application thereof to any person or circumstances is held invalid or unconstitutional by any court of competent jurisdiction, such invalidity or unconstitutionality shall not affect any other provision or application, and to this end the provisions of this Chapter are declared to be severable. The City Council hereby declares that they would have adopted this Chapter and each section, subsection, sentence, clause, phrase, part or portion thereof, irrespective of the fact that any one (1) or more sections, subsections, clauses, phrases, parts or portions thereof be declared invalid or unconstitutional."

**SECTION 12. SEVERABILITY.** If any section, subsection, sentence, clause, phrase, or portion of this Urgency 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 13. EFFECTIVE DATE.** This ordinance shall be in full force and effect thirty (30) days after its adoption.

**SECTION 14. 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.

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:

_____
Sunny K. Soltani, City Attorney

# Report to Honorable Mayor and City Council

Tuesday, March 18, 2025, 5:00 PM

ORDINANCE SECOND READING 31.

To: Honorable Mayor and City Council

From: Saied Naaseh, Director of Community Development CD Administration

Subject: CONSIDER SECOND READING AND ADOPTION OF ORDINANCE NO. 25-2506 APPROVING (1) AN ADDENDUM TO THE 2040 GENERAL PLAN UPDATE ENVIRONMENTAL IMPACT REPORT WITH RESPECT TO DEVELOPMENT AGREEMENT NO. 2-24, AND (2) DEVELOPMENT AGREEMENT NO. 2-24, AN AMENDMENT TO DEVELOPMENT AGREEMENT NO. 27-21 BETWEEN THE CITY OF CARSON AND 21611 PERRY STREET LLC, FOR A PROPOSED 62-UNIT RESIDENTIAL TOWNHOME CONDOMINIUM DEVELOPMENT AS AN ALTERNATIVE TO A SELF-STORAGE FACILITY AT 21611 PERRY STREET (CITY COUNCIL).

## I. SUMMARY

On March 4, 2025 under Item No. 26 of Council Agenda, City Council voted 5-0 to introduce Ordinance No. 25-2506 (Exhibit No.1). This item transmits a request for City Council to conduct a Second Reading and adopt Ordinance No. 25-2506.

## II. RECOMMENDATION

**CONDUCT** a Second Reading, by title only and with full reading waived, and **ADOPT** Ordinance No. 25-2506, "AN UNCODIFIED ORDINANCE OF THE CITY OF CARSON, CALIFORNIA, APPROVING (1) AN ADDENDUM TO THE 2040 GENERAL PLAN UPDATE ENVIRONMENTAL IMPACT REPORT WITH RESPECT TO DEVELOPMENT AGREEMENT NO. 2-24, AND (2) DEVELOPMENT AGREEMENT NO. 2-24, AN AMENDMENT TO DEVELOPMENT AGREEMENT NO. 27-21 BETWEEN THE CITY OF CARSON AND 21611 PERRY STREET LLC, FOR A PROPOSED 62-UNIT RESIDENTIAL TOWNHOME CONDOMINIUM DEVELOPMENT AS AN ALTERNATIVE TO A SELF-STORAGE FACILITY AT 21611 PERRY STREET".

## III. ALTERNATIVES

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

## IV. BACKGROUND

At the March 4, 2025 regular meeting of the City Council, the City of Carson introduced Ordinance No. 25-2506. The City Council opened the public hearing, heard public testimony, closed the public hearing and voted 5-0 to introduce Ordinance No. 25-2506 for first reading.

## V. FISCAL IMPACT

Through the Development Agreement, the applicant would provide the following community benefits for the Residential Project for a total of $1,817,327:

- Payment of Development Impact Fees of $1,267,327;
- Payment of $250,000 or annexation to the Community Facilities District (CFD);
- Payment of $250,000 a contribution to the Citywide Commercial Façade Improvement Program; and
- Payment of a $50,000 Development Agreement fee.

## VI. EXHIBITS

1. Ordinance No. 25-2506

**Attachments**

Ordinance No. 25-2506

**ORDINANCE NO. 25-2506**

**AN UNCODIFIED ORDINANCE OF THE CITY OF CARSON, CALIFORNIA, APPROVING (1) AN ADDENDUM TO THE 2040 GENERAL PLAN UPDATE ENVIRONMENTAL IMPACT REPORT WITH RESPECT TO DEVELOPMENT AGREEMENT NO. 2-24, AND (2) DEVELOPMENT AGREEMENT NO. 2-24, AN AMENDMENT TO DEVELOPMENT AGREEMENT NO. 27-21 BETWEEN THE CITY OF CARSON AND 21611 PERRY STREET LLC, FOR A PROPOSED 62-UNIT RESIDENTIAL TOWNHOME CONDOMINIUM DEVELOPMENT AS AN ALTERNATIVE TO A SELF-STORAGE FACILITY AT 21611 PERRY STREET**

**WHEREAS,** California Government Code Section 65864 *et seq*. authorizes the City of Carson ("City") to enter into binding development agreements with persons having a legal or equitable interest in real property for the development of such property in order to establish certain development rights, for the purpose of strengthening the public planning process, encouraging private participation and comprehensive planning and identifying the economic costs of such development; and

**WHEREAS,** on October 18, 2022, the City of Carson approved Development Agreement ("DA") No. 27-21 with 21611 Perry Street LLC ("Developer") for the development of a self- storage facility consisting of approximately 121,775 square feet in a mix of three buildings, with a maximum height of 36 feet, with storage units for rent ("Project A"), upon real property located at 21611 Perry Street having Assessor's Parcel Numbers 7327-010-014 & 015 and legally described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Property"); and

**WHEREAS,** the Property is located in the Corridor Mixed Use General Plan land use designation and the Perry Street Specific Plan; and

**WHEREAS,** on or about December 5, 2024, the Department of Community Development received an application from Developer for certain entitlements to develop a residential project on the Property consisting of 62 townhome condominiums ("Project B") as an alternative to developing Project A, while maintaining the option to develop Project A; and

**WHEREAS,** Developer's requested entitlements consist of the following: (1) General Plan Amendment ("GPA") No. 2-24, to amend the description of the Corridor Mixed Use land use designation in the Land Use and Revitalization Element, (2) Specific Plan Amendment ("SP") No. 2-24 to amend the Perry Street Specific Plan to allow for the development of Project B as an alternative to Project A, (3) Development Agreement ("DA") No. 2-24, amending and restating DA No. 27-21, to grant Developer a vested right to develop Project B on the Property in exchange for provision of specified community benefits ("DA Amendment" or DA No. 2-24), (4) Site Plan and Design Review ("DOR") No. 20-24, to approve the development plan for Project B, and (5) Vesting Tentative Tract Map ("TTM") No. 3-24 for TTM 84598 for condominium purposes, to accommodate 62 for-sale townhome condominium units for Project B; and

**WHEREAS**, on April 4, 2023, the City of Carson certified an Environmental Impact Report (EIR) prepared for the Carson 2040 General Plan Update (General Plan Update) (State Clearinghouse No. 2001091120, December 2022) ("Certified EIR"). In accordance with the

California Environmental Quality Act (CEQA), the City has prepared an Addendum to the Certified EIR for the Project pursuant to CEQA Guidelines Section 15164 ("Addendum"); and

**WHEREAS,** the application for the DA Amendment was submitted pursuant to Government Code Sections 65864 through 65869.5; and

**WHEREAS,** after notice of the time, place, and purpose of a public hearing was duly given, the City's Planning Commission held a public hearing and heard testimony and considered all factors both oral and written on the 11th day of February, 2025, to consider Developer's application. Following such public hearing, the Planning Commission adopted Planning Commission Resolution No. 25-2881, whereby it: (1) approved the Addendum, DOR No. 20-24, and TTM No. 3-24 for the Project, all subject to the conditions of approval set forth in Exhibit "B" attached to said resolution ("Conditions") and contingent on the City Council's approval of GPA No. 2-24, SP No. 2-24, and DA No. 2-24; and (2) recommended City Council approval of GPA No. 2-24, SP No. 2-24, and DA No. 2-24, subject to the Conditions applicable to SP No. 2-24 and DA No. 2-24; and

**WHEREAS,** after notice of the time, place and purpose of a public hearing was duly given, the City Council held a public hearing on the 4th day of March, 2025, to consider Developer's applications for GPA No. 2-24, SP No. 2-24, and DA No. 2-24, and the Addendum with respect thereto, pursuant to the Planning Commission's recommendation, and during such hearing, the City Council heard testimony and considered all factors both oral and written. Immediately following such hearing, the City Council adopted Resolution No. 25-031, approving the Addendum in compliance with CEQA with respect to GPA No. 2-24 and SP No. 2-24, and approving GPA No. 2-24 and SP No. 2-24 and introduced this Ordinance; and

**WHEREAS,** the City Council now intends, by adoption this Ordinance, to approve DA No. 2-24, subject to the Conditions to the extent applicable to DA No. 2-24.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CARSON DOES HEREBY ORDAIN AS FOLLOWS:**

**Section 1.** The above recitals are true and correct and are hereby incorporated into this Ordinance as findings of fact.

**Section 2. CEQA.** In accordance with CEQA, the "Addendum to the Carson 2040 General Plan Update EIR – 21611 Perry Street Project," dated February, 2025, which is attached hereto as Exhibit "B" ("Addendum"), analyzes proposed modifications, including but not limited to DA No. 2-24 (the "Modified Project"), to the Carson 2040 General Plan Update approved by the City in 2023, for which an Environmental Impact Report ("EIR") was certified ("Certified EIR"). Having considered the Addendum and the Certified EIR, as well as the entire administrative record, the City Council finds that, based on substantial evidence in the record, none of the conditions described in CEQA Guidelines Section 15162 calling for preparation of a subsequent EIR have occurred with respect to the Modified Project, and therefore preparation of a subsequent EIR is not required, nor is preparation of a supplemental EIR pursuant to CEQA Guidelines Section 15163.

The Addendum demonstrates that the Modified Project does not meet the standards that would require a Supplemental or Subsequent EIR pursuant to Public Resources Code ("PRC") Section 21166 or CEQA Guidelines Section 15162 and 15163. As demonstrated by the discussion and analysis in the Addendum: the Modified Project does not propose substantial changes which will require major revisions of the Certified EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; no substantial changes will occur with respect to the circumstances under which the Modified Project is undertaken which will require major revisions of the Certified EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; and, no new information of substantial importance has become available relative to any of the environmental topic categories that shows any of the following: (i) the Modified Project will have one or more significant effects not discussed in the Certified EIR; (ii) significant effects previously examined will be substantially more severe than shown in the Certified EIR; (iii) mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the Modified Project, but the project proponents decline to adopt the mitigation measure or alternative; or (iv) mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative. The applicable mitigation measures included as part of the Certified EIR will continue to be implemented under the Modified Project, as conditioned pursuant to the Conditions. Therefore, the Modified Project would not create any potential adverse impacts beyond those evaluated in the Certified EIR, and the preparation of an addendum that amends the Project Description in the Certified EIR to include the Modified Project is appropriate and fully complies with the requirements of PRC Section 21166 and CEQA Guidelines Sections 15162, 15163, and 15164, and the Addendum properly does so.

The City Council determines, in the exercise of its independent judgment, after consideration of the whole of the administrative record, that the Modified Project was assessed in the Certified EIR, and pursuant to CEQA Guidelines 15162 and 15164, some changes or additions to the Certified EIR are necessary in order to provide an environmental review of the Modified Project in accordance with the requirements of CEQA, but that none of the conditions described in CEQA Guidelines Section 15162 calling for the preparation of a subsequent EIR have occurred, and the Addendum has been prepared for that purpose and includes the necessary changes or additions. The City Council further finds that the Addendum reflects the independent judgment of the City as lead agency for the Modified Project and has been prepared in compliance with all requirements of CEQA and the CEQA Guidelines.

**Section 3.** Based upon all oral and written reports and presentations made by City staff, Developer, and members of the public, including any attachments and exhibits, the City Council hereby finds that:

a) The DA Amendment is consistent with the provisions of Government Code Sections 65864 through 65869.5.

b) The Development Agreement, as amended by the DA Amendment, is consistent with the General Plan, as amended by GPA No. 2-24, and is consistent with the Perry Street Specific Plan, as amended by SP No. 2-24.

c) The DA Amendment provides for a project that is located within an area suitable for the proposed use and is in conformance with the General Plan as amended by GPA No. 2-24 and the Perry Street Specific Plan as amended by SP No. 2-24.

d) The DA Amendment provides for a public convenience through significant monetary benefits which will contribute directly or indirectly to programs and services designed to provide for the health, safety, and welfare of the public, thereby exhibiting good land use practices. The Development Agreement, as amended by the DA Amendment, specifies the Community Benefits in Article 3, and more specifically in Section 3.B for Project B.

e) The DA Amendment will not be detrimental to the public's health, safety, and general welfare, nor will it adversely affect the orderly development or property values for the subject Property or areas surrounding it.

f) The DA Amendment is in compliance with the procedures established by the City as required by Government Code Section 65865(c).

g) Article 6 of the Development Agreement, as amended by the DA Amendment, provides for an annual review to ensure good faith compliance with the terms of the Development Agreement, as required in Section 65865.1 of the Government Code.

h) Article 4 of the Development Agreement, as amended by the DA Amendment, includes conditions, terms, restrictions, and requirements for development of the Property as permitted in Section 65865.2 of the Government Code.

i) Article 7 of the Development Agreement, as amended by the DA Amendment, contains provisions for termination of the Agreement prior to expiration of its term.

j) The Development Agreement, as amended by the DA Amendment, provides for amendment or cancellation in whole or in part, by mutual consent of the parties to the Agreement or their successors in interest, as required in Section 65868 of the Government Code.

k) The Development Agreement, as amended by the DA Amendment, is in the best public interest of the City and its residents and will achieve a number of City objectives including ensuring compatibility of the development and use of the site with surrounding uses and helping achieve a sustainable balance of residential and non- residential development and a balance of traffic circulation through the City, in furtherance of General Plan goals and objectives.

**Section 4.** Based on the aforementioned findings, the City Council hereby (1) approves the Addendum with respect to DA No. 2-24, and (2) approves DA No. 2-24, a copy of which is attached hereto as Exhibit "C" and incorporated herein by this reference, subject to the Conditions to the extent applicable to DA No. 2-24, and authorizes its execution by the Mayor and all actions necessary to comply with its terms.

**Section 5.** This Ordinance shall take effect on the 30th day following its adoption by the City Council. However, if and when the Amended and Restated Development Agreement No. 27- 21 should terminate pursuant to Article 7 thereof, this Ordinance will automatically terminate concurrently therewith without any action needing to be taken by the City Council.

**Section 6.** Pursuant to Government Code Section 65868.5, the City Clerk of the City shall record a copy of DA No. 2-24 with the County Recorder within 10 days after execution thereof.

**Section 7.** The City Council declares that, should any provision, section, paragraph, sentence or word of this Ordinance 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 Ordinance as hereby adopted shall remain in full force and effect.

**Section 8.** The Mayor, City Manager, and City Clerk or their designees, are authorized and directed to take such actions and execute such documents and certifications as may be necessary to implement and affect execution, recordation and enforcement of this Ordinance and the DA Amendment.

**Section 9.** The City Clerk of the City of Carson shall certify to the passage and adoption of this Ordinance and shall cause this Ordinance or a summary of this Ordinance to be published in a newspaper of general circulation, printed and published within the City of Carson in accordance with Section 314 of the City's Charter.

**[signatures on the following page]**

**PASSED, APPROVED** and **ADOPTED** this _____day of _____2025.

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM

_____
Sunny K. Soltani, City Attorney

**EXHIBIT "A"**

**PROPERTY LEGAL DESCRIPTION**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF CARSON, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THAT PORTION OF LOT 15 OF TRACT NO. 4054, IN THE CITY OF CARSON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 44 PAGE 39 OF MAPS, .IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF THE SOUTHERLY 20 FEET OF SAID LOT WITH A LINE PARALLEL WITH AND NORTHEASTERLY 27 FEET, MEASURED AT RIGHT ANGLES, FROM THE SOUTHWESTERLY LINE OF SAID LOT; THENCE ALONG SAID PARALLEL LINE NORTH 39° 21' 48" WEST 245.64 FEET; THENCE SOUTH 89° 22' 27" WEST 25.48 FEET;
THENCE NORTH 39° 21' 48" WEST 2.11 FEET; THENCE NORTH 0° 37' 33" WEST 17.38 FEET TO A LINE PARALLEL WITH AND NORTHEASTERLY 18 FEET, MEASURED AT RIGHT ANGLES, FROM SAID SOUTHWESTERLY LINE; THENCE ALONG SAID LAST MENTIONED PARALLEL LINE NORTH 39° 21' 48" WEST TO THE SOUTHERLY LINE OF TRACT NO. 29360, AS PER MAP RECORDED IN BOOK 734, PAGE 45 OF MAPS; THENCE EASTERLY ALONG SAID SOUTHERLY LINE TO THE EASTERLY LINE OF SAID LOT 15; THENCE SOUTHERLY ALONG SAID EASTERLY LINE TO SAID NORTHERLY LINE; THENCE WESTERLY ALONG SAID NORTHERLY LINE TO THE POINT OF BEGINNING.

EXCEPT THEREFROM THAT PORTION OF SAID LAND DESIGNATED AS PARCELS 2-36 INCLUSIVE IN THE FINAL DECREE OF CONDEMNATION ENTERED IN SUPERIOR COURT, LOS ANGELES COUNTY, CASE NO. 909461, A CERTIFIED COPY OF WHICH WAS RECORDED AUGUST 26, 1969, AS INSTRUMENT NO. 2734, IN BOOK D-4478, PAGE 350, OFFICIAL RECORDS OF SAID COUNTY AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EASTERLY LINE OF SAID LOT WITH THE NORTHERLY LINE OF THE SOUTHERLY 20 FEET OF SAID LOT; THENCE WESTERLY ALONG SAID NORTHERLY LINE 19.99 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 15 FEET, TANGENT TO SAID NORTHERLY LINE AND TANGENT TO THE WESTERLY LINE OF THE EASTERLY *5* FEET OF SAID LOT; THENCE NORTHEASTERLY ALONG 'SAID CURVE
23.55 FEET TO SAID WESTERLY LINE; THENCE EASTERLY AT RIGHT ANGLES FROM SAID WESTERLY LINE 5 FEET TO SAID EASTERLY LINE; THENCE SOUTHERLY ALONG SAID EASTERLY LINE 14.99 FEET TO THE POINT OF BEGINNING.

ALSO, EXCEPT l/2 OF ALL OIL, GAS, HYDROCARBON AND MINERAL SUBSTANCES IN AND UNDER SAID LAND, BUT WITHOUT RIGHT OF SURFACE ENTRY, AS

RESERVED BY MARY M. REGAN, IN DEED RECORDED OCTOBER 4, 1957 AS INSTRUMENT NO. 504, IN BOOK 44767, PAGE 300, OFFICIAL RECORDS.

APNs: 7327-010-014 & 015

**EXHIBIT "B"**

**ADDENDUM**

**Available at https://ci.carson.ca.us/CommunityDevelopment/PerrySt.aspx**

**EXHIBIT "C"**

**DEVELOPMENT AGREEMENT NO. 2-24**

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City of Carson
701 E Carson Street
Carson, CA 90745
Attn: Planning Manager

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

# AMENDED AND RESTATED DEVELOPMENT AGREEMENT

This Amended and Restated Development Agreement ("**Agreement**") is executed on the ____ day of _____, 2025 ("**Execution Date**"), by and between the City of Carson, a municipal corporation of the State of California ("**City**"), and 21611 Perry Street LLC, a California limited liability company ("**Developer**"). The City and Developer shall be referred to jointly within this Agreement as the "Parties" and individually as a "Party." This Agreement is an amendment to and restatement of Development Agreement No. 27-21, which the Parties entered into on or around October 18, 2022, including all previous amendments to Development Agreement No. 27-21 through Minor Modifications and any other amendments thereto ("**Original Agreement**").

## RECITALS

A. *The Development Agreement Statute.* California Government Code Sections 65864 *et seq.* ("**Development Agreement Law**") authorizes cities to enter into binding development agreements with persons having a legal or equitable interest in real property for the development of such property, all for the purpose of strengthening the public planning process, encouraging private participation, and comprehensive planning and identifying the economic costs of such development.

B. *Orderly Development; Public Benefits.* The City Council finds that this Agreement is in the best public interest of the City and its residents, adopting this Agreement constitutes a present exercise of the City's police power, and this Agreement is consistent with the City's General Plan. This Agreement and the proposed Project will achieve a number of City objectives, including the orderly development of the Property and the provision of public benefits, or funds therefor, to the City and its residents.

C. *The Property.* The property is a vacant lot located in a region characterized by a mix of residential and commercial uses, and is located at 21611 Perry Street, Carson, California, on the northwest corner of East Carson Street and South Perry Street, having Assessor's Parcel Numbers 7327-010-014 and 7327-010-015, legally described and depicted in Exhibit "A" and Exhibit "B" attached hereto and incorporated herein (the "**Property**"). Developer owns the Property and, as such, possesses the requisite equitable interest in the Property under Government Code Section 65865 that allows the Parties to enter into this Agreement.

D. *Original Project.* The Original Agreement concerned the development of a self-storage facility on the Property consisting of approximately 121,775 maximum square feet in a mix of three buildings, with a maximum height of 36 feet, referred to herein as Project A.

E. *Original Project Approvals*. Concurrently with the Original Agreement, the City approved the following legislative actions, entitlements, and environmental determinations for Project A:

1. General Plan Amendment ("**GPA**") No. 111-21, changing the General Plan land use designation for the Property from Light Industrial to Heavy Industrial;

2. The Perry Street Specific Plan (SP No. 29-22);

3. Zone Change No. 185-21, changing the zoning of the Property from Manufacturing Light with a Design Overlay (ML-D) to Perry Street Specific Plan;

4. A Site Plan and Design Overlay Review ("**DOR No. 1858-21**"); and

5. A mitigated negative declaration, including a mitigation monitoring and reporting program ("**MND**").

F. *Amendments to General Plan and Specific Plan*. Subsequent to the approval of the Original Agreement and GPA No. 111-21, the City amended the General Plan land use designation for the Property to Corridor Mixed Use. Concurrently, with the approval of this Agreement, the City has adopted an amendment to the description of the Corridor Mixed Use land use designation in the General Plan Land Use and Revitalization Element ("**GPA No. 00002-24**") and an amendment to the Perry Street Specific Plan ("**SPA No. 00002-24**"). GPA No. **00002-24** amends the Corridor Mixed Use land use designation to allow for self-storage uses on land that is both (i) designated as Corridor Mixed Use according to its General Plan land use designation and (ii) within the Perry St. Specific Plan area. SPA No. **00002-24** amends the Perry Street Specific Plan to allow for development of either Project A or a new Project B on the Property, as described below.

G. *Project B.* In addition to retaining its rights to develop Project A pursuant to the terms of the Original Agreement, as modified herein, Developer has requested the right to develop an alternative project on the Property consisting of 62 residential townhomes, parking, and open space for residents, as detailed in Section 1.24, referred to herein as Project B. Project B is consistent with the Corridor Mixed Use land use designation, as amended by GPA No. **00002-24**, and with the Perry Street Specific Plan, as amended by SPA No. **00002-24**.

H. *Project B Entitlements*. Developer has also applied for, and City has approved, Tentative Tract Map No. 00003-24 ("**TTM No. 00003-24**"), Site Plan and Design Review No. 20-24 ("**DOR No. 00020-24**"), and an Addendum to the Environmental Impact Report for the Carson 2040 General Plan Update (SCH# 2001091120) ("**Addendum**") for the amendment this Agreement ("**DA No. 0002-24**") and Project B.

I. *Adoption of DIF Program.* On April 16, 2019, the City Council adopted Ordinance No. 19-1931 to implement the City's Interim Development Impact Fee Program ("**DIF Program**") to establish an interim Development Impact Fee ("**DIF**") schedule applicable to new development within the City. DIFs are valuable tools to fund infrastructure needs associated with new/additional development within the City pursuant to Government Code Sections 66000 *et seq*. DIFs serve the purpose of allowing the City to recover from each

new development project a reasonable and proportional share of the cost of public facilities and infrastructure improvements that serve or will benefit that development.

J. *Agreed-Upon Payment of DIF Amount for Project A and Project B.* Prior to the approval of the Original Agreement (with respect to Project A) and this Agreement (with respect to Project B), City staff and its rate consultants analyzed the draft "Development Impact Fee Study" and then-available fee study data, and potential impacts upon public facilities and infrastructure attributable to the Project, in order to accurately estimate the DIFs that would be applicable to Projects A and B. The Project A and B DIF Amounts in this Agreement were estimated by reviewing Project A and B and the impacts created by Projects A and B , and the fees collected, and it was determined that the amounts of the fees are roughly proportional to Project A and B's specific impacts. Based on such analyses, the Parties hereto mutually agree that Project A impacts warrant a one-time DIF payment of $392,115.50 calculated at $3.22 per square foot, subject to adjustment as set forth in Section 3.1.A, which amount is to be paid prior to issuance of Project A building permits. The Project B impacts also warrant a minimum one-time DIF payment of $1,267,327.74 at a rate of $20,440.77 per unit, subject to adjustment as set forth in Section 3.1.B, which amount is to be paid prior to issuance of Project B building permits. All payments for DIFs for Projects A and B pursuant to this Agreement are hereinafter referred to as the "**Project DIF Amount.**" The Parties agree that the Project A and Project B DIF Amounts are (1) directly related to the impacts of Project A and B, and (2) roughly proportional to the specific impacts upon public facilities and infrastructure attributable to Project A and B.

K. *CFD Formation.* On November 7, 2018, the City formed a Master CFD entitled City of Carson Community Facilities District No. 2018-01 (Maintenance and Services) (the "**Master CFD**") for the purpose of funding the maintenance of public infrastructure within the area of the Master CFD which is within the City's jurisdictional boundaries (the "**Services**"). More specifically, the Services may include, but not be limited to, the provision of general City services and the maintenance of sidewalks, roadways, and parks to enhanced service levels. Additionally, the Master CFD may also fund any other public services as authorized under Section 53313 of the California Government Code. The Master CFD contemplates that the City will annex properties from time to time to the Master CFD to fund Services by unanimous written consent or as otherwise permitted by the Mello-Roos Community Facilities Act of 1982 (the "**Act**"), which properties may be annexed as a "Zone" or otherwise with special taxes related to such properties to be assessed on the property owner pursuant to the Act.

L. *CFD Annexation for Project A and Project B.* By entering into this Agreement, Developer has agreed that if Developer elects to construct Project A, the Property shall be annexed into the Master CFD and be subject to the Property's special taxes, which will help finance on-going Services associated with Project A. If Developer elects to construct Project B, Developer has agreed to either annex into the Master CFD or pay a one-time in lieu fee of $250,000.00, due and payable prior to issuance of Project B building permits.

J. *Previous Minor Modifications*. On May 11, 2023, the City's Director of Community Development approved a Minor Modification to the Original Agreement ("**First Minor Modification**"), which clarified insurance provisions in the Original Agreement and modified Condition of Approval ("COA") number 48 of Project A ("**Project A COA**

**Modification**"). The revisions made to the Original Agreement by the First Minor Modification have been incorporated into this Agreement. Notwithstanding any provision herein, the Project A COA Modification shall remain in full force and effect and shall not be superseded or rendered void by the approval of this Agreement. On November 16, 2023, the City's Director of Community Development approved a second Minor Modification to the Original Agreement ("**Second Minor Modification**"), which revised the project to include a 3,800 square foot office/business and retail space, as well as designated parking spaces on site for the charging of electrical vehicle equipment and electrical vehicles ("**EV Project**"). On March 14, 2024, the City's Director of Community Development approved a third Minor Modification, which further revised the EV Project ("**Third Minor Modification**"). Developer has elected to abandon the EV Project, and the revisions in the Second and Third Minor Modifications have not been incorporated into this Agreement. The Parties mutually intend that the Second and Third Minor Modifications shall be superseded by this Agreement and shall have no further force or effect beginning on the Effective Date for Project B, as defined herein.

K. *Intent.* The Parties now desire to amend and restate the Original Agreement upon the terms and conditions set forth herein, and specifically intend that:

1. Developer shall have a vested right to develop Project A on the Property under the terms and conditions of the Original Agreement as originally adopted, as modified herein; and

2. Developer shall also have a vested right to develop Project B on the Property as an alternative to developing Project A, subject to the terms and conditions herein.

## COVENANTS

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

### 1. GENERAL DEFINITIONS.

In addition to those terms defined within the above Recitals and elsewhere within this Agreement, the following terms shall bear the meanings set forth below:

**1.1** "**Agreement**" means this Amended and Restated Development Agreement, including all of its exhibits.

**1.2** "**Annual Review**" means the annual review of the Developer's performance under this Agreement in accordance with Article 6 of this Agreement.

**1.3** "**Applicable Rules**" means, collectively, the following:

a. The Project Development Approvals, including the Conditions of Approval.

b. The Existing Land Use Regulations**.**

c. Subsequent Development Approvals.

d. Those Subsequent Land Use Regulations to which Developer has agreed in writing.

The Applicable Rules for both Project A and Project B include GPA No. 00002-24 and SPA No. 00002-24.

**1.4** "**Approval Date**" means:

a. For Project A, October 18, 2022.

b. For Project B, the date on which the City Council adopted the ordinance approving this Agreement.

**1.5** "**CEQA**" means the California Environmental Quality Act (Public Resources Code § 21000, et seq.).

**1.6** **"City**" means the City of Carson, a California Charter city.

**1.7** "**City Council**" means the City Council of the City of Carson.

**1.8** "**Conditions of Approval**" means all conditions imposed on the Project by the City, including those recommended by the Los Angeles County Fire Department, as part of the approval of the Project.

**1.9** "**Developer**" means 21611 Perry Street LLC, a California limited liability company, and its successors and assigns to all or any part of the Property.

**1.10** "**Developer's Vested Right**" means Developer's right to complete the Project in accordance with, and to the full extent of, the Project Development Approvals.

**1.11** **"Development"** means the improvement of the Property for the purposes of completing the structures, improvements, and facilities comprising the Project including, but not limited to: grading; the construction of infrastructure related to the Project whether located within or outside the Property; the construction of buildings and structures; and the installation of landscaping and other facilities and improvements necessary or appropriate for the Project, and the maintenance, repair, or reconstruction of any building, structure, improvement, landscaping or facility after the construction and completion thereof.

**1.12** "**Development Approvals**" means all Project-specific non-legislative approvals granted by the City. Development Approvals include, but are not limited to, plans, maps, permits, site plans, design guidelines, variances, conditional use permits, grading, building, and other similar permits, environmental assessments, including environmental impact reports, negative declarations, and other CEQA approvals, and any amendments or modifications to those matters. "Development Approvals" does not include (i) rules, regulations, policies, and other enactments of general application within the City, (ii) legislative enactments, or (iii) any matter where City has reserved authority under Section 5 of this Agreement. Development Approvals are not Land Use Regulations.

**1.13** "**Development Plan**" means Developer's plan for completion of the Project in compliance with and to the full extent of the Project Development Approvals, the Applicable Rules, and this Agreement.

**1.14** **"DIF(s)"** means Development Impact Fees agreed to by Developer pursuant to Sections 3.1.A and 3.1.B hereof.

**1.15** "**Effective Date**" means:

a. For Project A, January 17, 2023.

b. For Project B, the date on which the ordinance approving this Agreement became effective, typically thirty (30) days after the Approval Date.

**1.16** "**Entitlements**" means this Agreement and:

a. For Project A, DOR No. 1858-21 and the MND.

b. For Project B, TTM No. 00003-24, DOR No. 00020-24, and the Addendum.

**1.17** "**Exhibit**" means an exhibit to this Agreement, unless otherwise specifically referenced to a different agreement or document. The following exhibits are incorporated into the Agreement by reference as though set forth in full:

| | |
|---|---|
| Exhibit A | Legal description of the Property |
| Exhibit B | Depiction of the Property |
| Exhibit C | Conceptual Depiction of Dedication |

**1.18** "**Existing Land Use Regulations**" means (i) all Land Use Regulations in effect on the Effective Date and (ii) any changes to Land Use Regulations enacted on or after the Approval Date and before the Effective Date for which Developer has provided its written consent to allow those changes to apply to the Project. Notwithstanding any other provision herein, the Existing Land Use Regulations for Project A and Project B include GPA No. 00002-24 and SPA No. 00002- 24.

**1.19** "**Land Use Regulations**" are laws and regulations enacted through legislative actions of the City Council. Land Use Regulations include ordinances, laws, resolutions, codes, rules, regulations, policies, requirements, guidelines or other actions of City, including but not limited to the City's General Plan, Specific Plans, Municipal Code, and Zoning Code which affect, govern or apply to the development and use of the Property, including, without limitation, the permitted use of land, the density or intensity of use, subdivision requirements, the maximum height and size of proposed buildings, the provisions for reservation or dedication of land for public purposes, and the design, improvement, and construction standards and specifications applicable to the Project. "Land Use Regulations" do not include (i) Development Approvals, (ii) regulations relating to the conduct of business, professions, and occupancies generally, (iii) taxes and assessments, (iv) regulations for the control and abatement of nuisances, (v) health and safety regulations, or (vi) any other matter reserved to the City pursuant to Article 5.

**1.20** **"Mortgage**" means a mortgage, deed of trust, or other security instrument encumbering the Property.

**1.21** "**Mortgagee**" means a mortgagee of a mortgage, a beneficiary under a deed of trust or any other security device, a lender, or each of their respective successors and assigns.

**1.22** "**Project**," when used without "A" or "B" refers to either Project A or Project B, whichever project Developer chooses to develop.

**1.23** "**Project A**" means the development of the Property with a self-storage project consistent with the Entitlements and Applicable Rules for Project A.

**1.24** "**Project B**" means the development of the Property with a residential project consisting of 62 townhome units, two parking spaces provided within a private garage for each of the 62 units, an additional 26 spaces dispersed throughout the site to provide for guest parking (resulting in a total of 150 vehicle parking spaces), 4,722 square feet of private open space and 29,071 square feet of common open space, and 29,071 square feet of landscaping, consistent with the Entitlements and Applicable Rules for Project B.

**1.25** "**Project Development Approvals**" means all Development Approvals, inclusive of the Entitlements, which meet the following criteria:

a. Were applied for by Developer;

b. Are acceptable to Developer (including all Conditions of Approval); and

c. Are required or permitted by the Applicable Rules in order to complete the Project.

Project Development Approvals include, without limitation, all Development Approvals needed or desired by Developer to complete the Project, provided that those Development Approvals are consistent with Developer's Vested Right, this Agreement, the City's General Plan, and the City's Zoning Code (subject to the provisions of this Agreement and Development Agreement Law). The Entitlements (minus this Agreement), as examples of Project Development Approvals, have been or are anticipated to be approved prior to or in conjunction with the approval of this Agreement.

**1.26** "**Property**" means the real property described in Exhibit "A" and shown in Exhibit "B."

**1.27** "**Reservation of Authority**" means the limitations, reservations, and exceptions to Developer's Vested Right set forth in Article 5 of this Agreement.

**1.28** "**Subsequent Land Use Regulations**" means those Land Use Regulations which are both adopted and effective on or after the Approval Date and which are not included within the definition of Existing Land Use Regulations.

**1.29 "Subsequent Development Approvals"** means all Development Approvals issued subsequent to the Effective Date in connection with development of the Property, which shall include, without limitation, any changes to the Development Approvals.

**1.30** "**Term**" shall have the meaning ascribed to it in Section 2.1, unless earlier terminated as provided in this Agreement.

## 2. TERM & GENERAL COVENANTS.

**2.1 Term**. The term of this Agreement (the "**Term**") starts on the Effective Date and shall expire on October 18, 2037, subject to any early termination provisions described in this Agreement.

**2.2 Binding Effect of Agreement**. From and following the Effective Date for Project B, the Original Agreement shall be replaced in its entirety with this Agreement, and actions by the City and Developer with respect to the development of the Property for completion of the Project, including actions by the City on applications for Subsequent Development Approvals affecting the Property shall be subject to the terms and provisions of this Agreement.

**2.3 Agreement Runs with the Land.** This Agreement shall be recorded and shall run with the land. Pursuant to Government Code Section 65868.5, the burdens of this Agreement and each of its provisions shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the Parties, including, but not limited to, all parties that enter into lease agreements with Developer for possession of any part of the Property.

**2.4 Covenant Against Discrimination.** The Developer covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, sexual orientation or gender preference, national origin, or ancestry in the performance of this Agreement. The Developer shall take affirmative action to ensure that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, sexual orientation or gender preference, national origin, or ancestry.

## 3.A DEVELOPER'S OBLIGATIONS REGARDING PROJECT A.

As consideration for the granting of Developer's Vested Right to develop Project A in accordance with Article 4 below and subject to the City's Reservation of Authority set forth in Article 5 below, Developer shall do the following:

**3.1.A Development Impact Fees for Project A.** Developer shall make a one-time payment to the City for the Project A DIF Amount of $392,115.50 calculated at $3.22 per square foot, subject to adjustment as provided in paragraph (b) below, at 121,775 square feet of storage facility approved as part of Project A. The Parties agree that the Project A DIF Amount is (1) directly related to the impacts of Project A, and (2) roughly proportional to the specific impacts upon public facilities and infrastructure attributable to Project A. Developer agrees to release, defend and hold the City harmless from any and all claims, costs (including attorneys' fees) and liability for any damages, which may arise, directly or indirectly, from the City determination, calculation or imposition of, or Developer's agreement to pay, the Project A DIF Amount.

a. **Timing of Payment of Project A DIF Amount.** The Project A DIF Amount is payable in full prior to the issuance of any building permits for Project A, and is a condition precedent thereto.

b. **Project A DIF Amount Adjustments.** The Project A DIF Amount shall be adjusted annually in accordance with the State of California Construction Cost Index (prior March to current March adjustment) on July 1st of each year.

**3.2.A CFD Annexation.** Developer has voluntarily agreed that if Developer elects to construct Project A, the Property shall be annexed into the Master CFD No. 2018-01. Based on an analysis of the Services needed for Project A, Developer agrees the Property will be taxed at the rate in effect at the time of issuance of Project A building permits for Industrial – All Other, which amount shall be adjusted as described in Section 3.2.A(b) below. Developer understands that there is an impact on the Services provided by the City in connection with its Project. Developer agrees to become subject to the Property's special taxes, which will help finance on-going Services associated with the Project.

a. **Timing of CFD Annexation.** Developer shall annex the Property into the Master CFD prior to issuance of any building permits for Project A

b. **Tax Rate Adjustments.** On each July 1, commencing on July 1, 2023 through and including July 1, 2024, the Maximum Special Tax Rate for the applicable tax zone (which applies to the Property) shall be increased by 7%. On each July 1, commencing on July 1, 2025 and thereafter, the Maximum Special Tax Rate for such tax zone shall be increased by the percentage change in the November annualized Consumer Price Index for Los Angeles-Long Beach-Anaheim for all Urban Consumers.

**3.3.A Project A Development Agreement Fee.** If Developer chooses to develop Project A, Developer will operate a self-storage facility as part of Project A. In consideration for such allowance, Developer shall pay City a one-time Development Agreement fee in the amount of $175,000.00 prior to issuance of any building permits for Project A.

**3.4.A Community Benefits and Fee.** The City has established the Citywide Commercial Façade Improvement Program pursuant to City Council Resolution No. 22-132 ("**Façade Program**") whereby City provides grants to businesses to be used toward making exterior improvements and design approvals. In consideration for City's allowance for Developer to develop the Project, Developer shall pay City a one-time payment of $250,000.00 to serve as seed money (to replace contribution from property owners) to be used toward the Façade Program in the north side of Carson Street between Harbor View Avenue and Santa Fe Avenue or any other area determined by the Community Development Director ("**Façade Program Payment**") prior to issuance of building permits. However, should the City receive requests from property owners in the north side of Carson Street between Harbor View Avenue and Santa Fe Avenue or any other area determined by the Community Development Director seeking to participate in the program, the City in its sole and absolute discretion shall be entitled to receive the Façade Program Payment as early as thirty (30) days after the Effective Date for Project A. The City's Community Development Director shall notify the Developer of the City's interest to receive the Façade Program Payment anytime between thirty (30) days after the Effective Date for Project A and prior

to issuance of building permits for Project A. Developer shall pay City the Façade Program Payment within thirty (30) days after receipt of City's notice.

**3.5.A Dominguez Channel Bike Lane Dedication**: Developer shall, upon formal, written request by the City, dedicate to the City an area no more than 550 square feet near the south-west corner of the Property (for purposes of this paragraph, "**Dedication**") to allow for the construction of a bike path along the Dominguez Channel (for purposes of this paragraph, "**Bike Path**"), provided the Dedication shall not result in the loss of any parking stalls, loss of or changes to self-storage facilities, or conflict with any driveways on the Property. Developer shall not be required to construct or maintain any portion of the Bike Path.

## 3.B DEVELOPER'S OBLIGATIONS REGARDING PROJECT B.

As consideration for the granting of Developer's Vested Right to develop Project B in accordance with Article 4 below and subject to the City's Reservation of Authority set forth in Article 5 below, Developer shall accomplish the following:

**3.1.B Development Impact Fees for Project B.** If Developer chooses to develop Project B, Developer shall pay development impact fees in accordance with the DIF Program based on the applicable DIF amount at the time of issuance of building permits for Project B. Notwithstanding the foregoing, the Project B DIF payment amount shall be no less than $1,267,327.74 (calculated at $20,440.77 per unit), the applicable DIF amount at the time of the Effective Date for Project B, which amount shall be adjusted annually in accordance with the State of California Construction Cost Index (prior March to current March adjustment) on July 1st of each year. The Project B DIF amount shall be due and payable in full prior to the issuance of any Project B building permits, and is a condition precedent thereto. The Parties agree that the Project B DIF amount is (1) is directly related to the impacts of the Project B, and (2) roughly proportional to the specific impacts upon public facilities and infrastructure attributable to Project B. Developer agrees to release, defend and hold the City harmless from any and all claims, costs (including attorneys' fees) and liability for any damages, which may arise, directly or indirectly, from the City determination, calculation or imposition of, or Developer's agreement to pay, the Project B DIF amount.

**3.2.B Project B Development Agreement Fee.** If Developer chooses to develop Project B, Developer will develop a residential development as part of Project B. In consideration for such allowance, Developer shall pay City a one-time Development Agreement fee in the amount of $50,000.00 prior to the issuance of any building permits for Project B.

**3.3.B Façade Program Payment.** In consideration for City's allowance for Developer to develop Project B, Developer has paid or will pay City the $250,000 Façade Program Payment as provided in Section 3.4.A.

**3.4.B Site Remediation.** The Property has a well-known history of environmental contamination, which resulted in the California Regional Water Quality Control Board, Los Angeles Region ("**Water Board**") requiring the recordation of a Covenant and Environmental Restriction on Property ("**Environmental Covenant**") against the Property in 2015. Among other things, the Environmental Covenant prohibits residential use of the Property. As a result, since the recordation of the Environmental Covenant, there have been no development applications, nor any discussions with the City, by any party seeking to develop the Property for housing. Instead, there have been multiple attempts to redevelop the Property for industrial and heavy commercial uses.

Nevertheless, and despite having a fully entitled self-storage project for the Property, Developer is attempting a residential redevelopment of the site (Project B). As part of those efforts, Developer has expended hundreds of hours working with the Department of Toxic Substances Control (DTSC) and the Water Board to address site remediation issues, and has spent over $1,000,000 in foregoing the previously approved redevelopment of the Property with Project A and creating a viable path for residential redevelopment. The Developer's actions and commitments related to the remediation and productive re-development of the Property for Project B provide a substantial community benefit to the City by (a) remediating a previously contaminated site, and (b) allowing for the removal of the Environmental Covenant and the use of the Property for residential development in the form of Project B, which is both a desirable and much-needed use in the City.

**3.5.B Project B CFD Obligation.** Developer has voluntarily agreed to and shall annex the Property into the Master CFD No. 2018-01 for Project B, unless the Project B CFD In Lieu Fee is paid as set forth in Section 3.5.B(c), below. Unless Developer elects to pay the CFD In Lieu Fee, based on an analysis of the Services needed for Project B, Developer agrees the Property will be taxed at the rate in effect at the time of issuance of Project B building permits for Residential – All Others, which amount shall be adjusted as described in Section 3.5.B(b), below. Developer understands that there is an impact on the Services provided by the City in connection with Project B. Unless Developer elects to pay the CFD In Lieu Fee, Developer agrees to become subject to the Property's special taxes, which will help finance on-going Services associated with the Project.

**a) Timing of CFD Annexation.** Developer shall annex the Property into the Master CFD prior to recordation of the final map for Project B (unless Developer elects to pay the CFD In Lieu Fee set forth below in Section 3.5.B(c)). Once the project is annexed into the CFD and provided that building permits have been issued, the CFD assessments on individual units shall commence.

**b) Tax Rate Adjustments.** On each July 1, commencing on July 1, 2025 and thereafter, the Maximum Special Tax Rate for the applicable tax zone (which applies to the Property) shall be increased by the percentage change in the November annualized Consumer Price Index for Los Angeles-Long Beach-Anaheim for all Urban Consumers.

**c) Project B CFD In Lieu Fee.** In lieu of the requirement to annex into the CFD for Project B, Developer may instead opt to pay a one-time two hundred and fifty thousand dollar ($250,000.00) in lieu fee, due and payable prior to and as a condition precedent of issuance of any Project B building permits ("**CFD In Lieu Fee**").

**3.6.B Dominguez Channel Bike Lane Dedication**: Developer shall, upon formal, written request by the City, dedicate to the City an area no more than 550 square feet at or near the south-west corner of the Property, similar to the area depicted on "Exhibit C", attached hereto and incorporated herein (for purposes of this paragraph, "**Dedication**") to allow for the construction of a bike path along the Dominguez Channel (for purposes of this paragraph, "**Bike Path**"), provided the Dedication shall not result in the loss of more than one parking stall, loss of or changes to residential units, or conflict with any private driveways on the Property. For the avoidance of doubt, "private driveways," as used in the preceding sentence, does not include the emergency

access gate on Carson Street or the curb cut therefor. Developer shall not be required to construct or maintain any portion of the Bike Path. City and Developer agree that further refinements may be made to Exhibit C to design the bike path with the least impact to the Developer's property and provides necessary safety measures for the bike path as determined by the City Engineer.

## 4. DEVELOPMENT OF THE PROPERTY.

**4.1 Scope of Developer's Vested Right.** Subject to the Reservation of Authority set forth in Article 5, Developer shall have the vested right to develop the Project to the full extent permitted under the Applicable Rules ("**Developer's Vested Right**") and this Agreement.

**4.2 Effect of Agreement on Land Use Regulations**. Except as otherwise provided under the terms of this Agreement, the rules, regulations and official policies governing permitted uses of the Property, the density and intensity of use of the Property, the maximum height and size of proposed buildings, and the design, improvement and construction standards and specifications applicable to the Development of the Property, shall be as set forth in the Existing Land Use Regulations, which shall include GPA No. 00002-24 and SPA No. 00002-24 for both Project A and Project B..

**4.3 Rights under State and Federal Law.** Developer shall retain all rights it has under state and federal law, including, but not limited to, Developer's rights under Government Code Section 65865.2, which provides that subsequent discretionary actions shall not prevent development of the Property for the uses and to the density or intensity of development set forth in the Project Development Approvals.

**4.4 Apportionment.** Developer shall have the right to apportion the uses, intensities, and densities of the Project between itself and any subsequent owners, upon the sale, transfer, or assignment of all or any portion of the Property, so long as such apportionment is consistent with the Applicable Rules and this Agreement.

**4.5 Lesser Development.** Without amending this Agreement, Developer shall have the right to elect to develop and construct upon all or any portion of the Property a Project of lesser height or building size, or with fewer units, than that permitted by the Project Development Approvals provided that the Project otherwise complies with the Applicable Rules (including, in the case of Project B, applicable minimum and maximum residential density requirements) and this Agreement.

**4.6 Project Development Approvals; Subsequent Development Approvals.** The Project Development Approvals for the Project may require the processing of Subsequent Development Approvals. Subject to the provisions of Section 4.7 below, the City shall accept for processing, review and action all applications for Subsequent Development Approvals, and such applications shall be processed in the normal manner for processing such matters in accordance with the Existing Land Use Regulations. The parties acknowledge that subject to the Existing Land Use Regulations, under no circumstances shall City be obligated in any manner to approve any Subsequent Development Approval, or to approve any Subsequent Development Approval with or without any particular condition. However, unless otherwise requested by Developer, City shall not, without good cause, amend or rescind any Subsequent Development Approvals respecting the Property after such approvals have been granted by the City. Processing of Subsequent Development Approvals or changes in the Project Development Approvals made

pursuant to Developer's application shall not require an amendment to this Agreement. This Agreement shall not prevent City from denying or conditionally approving any application for a Subsequent Development Approval on the basis of the Existing Land Use Regulations.

**4.7 Role of Project Development Approvals**. Except as provided within this Agreement, the Project Development Approvals shall exclusively control the uses of the Property, the density or intensity of use, the maximum height and size of proposed buildings, the provisions for reservation or dedication of land for public purposes and the design, improvement, and construction standards and specifications applicable to the Project. Pursuant to Government Code Section 66452.6, the term of any tentative map for the Property or any portion thereof, if any, filed within the term of this Agreement shall automatically be extended for the term of this Agreement, as amended by the Project Development Approvals. All Project Development Approvals, including but not limited to Tentative Tract Maps, shall automatically expire concurrently with the expiration or termination of this Agreement.

**4.8 Moratorium**. Notwithstanding any other provision of this Agreement, no future amendment of any existing City ordinance or resolution or any subsequent ordinance, resolution or moratorium, enacted either by the City Council or by voter approved initiative, that purports to impose or result in a limitation on the Project, imposed by City, shall apply to govern, or regulate the Project or development or use of the Developer Property during the Term. In the event of any such subsequent action by City, Developer shall continue to be entitled to apply for and receive Development Approvals in accordance with the Existing Land Use Regulations, subject only to the exercise of the City's Reservation of Authority set forth herein.

**4.9 Maintaining Property**. The Property must at all times be maintained and generally kept in a clean condition, in accordance with the City's Code Enforcement regulations.

## 5. CITY'S RESERVATION OF AUTHORITY.

Notwithstanding Developer's Vested Right, the Project is subject to the following Subsequent Land Use Regulations:

**5.1 City's Discretion Under Applicable Rules.** In considering future applications, if any, for a Subsequent Development Approval, the City may exercise its regulatory discretion to the extent permitted by the Applicable Rules and this Agreement.

**5.2 Uniform Codes.** Changes adopted by the International Conference of Building Officials, or other similar body, as part of the then most current versions of the Uniform Building Code, Uniform Fire Code, Uniform Plumbing Code, Uniform Mechanical Code, or National Electrical Code, or other such Uniform Codes, and also adopted by City as Subsequent Land Use Regulations, but only if applicable City-wide.

**5.3 Emergencies.** Emergency rules, regulations, laws, and ordinances within the City's police power that would limit the exercise of Developer's Vested Right ("**Conflicting Emergency Regulations**"), provided that the Conflicting Emergency Regulations:

a. Result from a sudden, unexpected emergency declared by the President of the United States, Governor of California, County Board of Supervisors and applicable to incorporated areas, including the City, or the City Council;

b. Address a clear and imminent danger, with no effective reasonable alternative available that would have a lesser adverse effect on Developer's Vested Right;

c. Do not primarily or disproportionately impact the development of the Project; and

d. Are based upon findings of necessity established by a preponderance of the evidence at a public hearing.

**5.4 Laws of Other Jurisdictions.** Other public agencies not subject to control by City may possess authority to regulate aspects of the Project. This Agreement does not limit the authority of such other public agencies. Therefore:

a. Federal, state, county, and multi-jurisdictional laws and regulations (the "**Additional Regulations**"), including regional impact fees, which City is required to enforce against the Property or the Project, except if the Additional Regulations are for the purpose of mitigating a significant or potentially significant impact that has already been mitigated pursuant to Project A's Mitigated Negative Declaration or other CEQA mitigation measures applicable to the Project.

b. If an Additional Regulation is enacted after the Effective Date and prevents or precludes compliance with one or more of the provisions of this Agreement, those provisions shall be modified or suspended as may be necessary to comply with the Additional Regulation. In that event, this Agreement shall remain in full force and effect to the extent it is not inconsistent the Additional Regulation and to the extent that the suspension or modification necessitated by the Additional Regulation does not deny one of the Parties its primary benefits under this Agreement.

c. Developer shall apply in a timely manner for such other permits and approvals that are lawfully required by other governmental or quasi-governmental agencies in order to allow the Project to be constructed. City shall provide Developer reasonable cooperation in Developer's efforts to obtain such permits and approvals. The Parties shall cooperate and use reasonable efforts in coordinating the implementation of the Development with other public agencies, if any, having jurisdiction over the Property or the Project.

**5.5 Modification or Suspension by Federal or State Laws.** In the event that Federal or State laws or regulations, enacted after the Effective Date, prevent or preclude compliance with one or more of the provisions of this Agreement, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such Federal or State laws or regulations, and this Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provision impractical to enforce.

**5.6 Energy Efficient and Sustainable Building Design.** All Project buildings shall promote sustainable and energy efficient practices through compliance with California Code of Regulations, Title 24.

**5.7 Employment Outreach for Local Residents**. A goal of the City with respect to this Project and other major projects within the City is to foster employment opportunities for Carson residents. To that end, Developer covenants that with respect to the construction, operation and maintenance of the Project, the Developer shall make reasonable efforts to cause all solicitations for full or part-time, new or replacement, employment relating to the construction, operation and maintenance of the Project to be advertised in such a manner as to target local City residents and shall make other reasonable efforts at local employment outreach as the City shall approve. Developer shall also notify the City of jobs available at the Project such that the City may inform City residents of job availability at the Project. Developer will inform its purchasers and lessees of the provisions of these requirements. Nothing in this paragraph shall require Developer to offer employment to individuals who are not otherwise qualified for such employment. Without limiting the generality of the foregoing, the provisions of this Section 5.7 are not intended, and shall not be construed, to benefit or be enforceable by any person whatsoever other than City.

**5.8 Prevailing Wages.** Developer's cost of developing the Project and constructing all of the on-site and off-site improvements, if any, at or about the Property required to be constructed for the Project shall be borne by Developer. Developer is aware of the laws of the State governing the payment of prevailing wages on public projects and will comply with same and will defend, hold harmless, and indemnify City in the event Developer fails to do so. As the City is not providing any direct or indirect financial assistance to Developer, the Project should not be considered to be a "public work" "paid for in whole or in part out of public funds," as described in California Labor Code Section 1720. Accordingly, it is believed by the parties that Developer is not required to pay prevailing wages in connection with any aspect of the Development or the construction of the Project. However, to the extent that (contrary to the parties' intent) it is determined that Developer was required to pay prevailing wage and has not paid prevailing wages for any portion of the Project, Developer shall defend, indemnify, and hold the City (which, for purposes of this section, shall include its related agencies, officers, employees, agents and assigns) harmless from and against any and all increase in construction costs, or other liability, loss, damage, costs, or expenses (including reasonable attorneys' fees and court costs) arising from or as a result of any action or determination that Developer failed to pay prevailing wages in connection with the construction of the Project. City shall reasonably cooperate with Developer regarding any action by Developer hereunder challenging any determination that the Project is subject to the payment of prevailing wages. Notwithstanding the foregoing, the City retains the right to settle or abandon the matter without Developer's consent as to the City's liabilities or rights only, but should it do so, City shall waive the indemnification herein provided such waiver occurs prior to the issuance of any judgment in the matter.

**5.9 Fees, Taxes, and Assessments.**

a. **Processing Fees**. The Developer shall pay all processing fees and charges of every kind and nature imposed by City to cover the estimated actual costs to City of processing applications for the Project Development Approvals, the Original Agreement, this Agreement, and all legislative actions

associated with the Project (i.e., GPA No. 111-21, SP No. 29-22, ZCC No. 185-21, GPA No. 0002-24, and SPA No. 0002-24), including but not limited to, City Attorney fees incurred by City for the review, preparation and negotiation of the Entitlements, inclusive of this Agreement, at a rate of $425 per hour for partners and $395 per hour for associates, and for monitoring compliance with the Original Agreement, this Agreement and any Project Development Approvals granted or issued ("**City Costs**"). Developer has made an initial deposit to the City, which the City acknowledges is sufficient to pay for City Costs incurred up to the Execution Date ("**Initial Deposit**"). Developer shall deliver additional deposit amounts to replenish the Initial Deposit within five (5) business days of City's written request to Developer. City's written requests for additional deposits shall state what City Costs have been incurred to date, additional costs anticipated, and how City intends to apply any needed additional Developer deposits. The Initial Deposit plus any additional sums deposited hereunder are hereinafter referred to as the "**Deposit**." If deposited sums exceed the City Costs, City shall refund the difference as soon as City determines the amount of such excess, but City may request and shall have the right to retain additional deposits as necessary to maintain a minimum balance of the Deposit of Fifteen Thousand Dollars ($15,000).

b. **Permit Fees**. Except as expressly provided in this Agreement, Developer shall pay all standard permit fees and other fees and charges which are standard and uniformly-applied to similar projects in the City.

c. **General Charges**. Nothing herein shall prohibit the application of the following, if lawfully imposed upon the Property:

(i) Additional Taxes, Fee, and Charges. Developer, or Developer's Project occupants, shall pay all normal and customary taxes, fees, and charges applicable to all permits necessary for the Project, and any taxes, fees, and charges hereafter imposed by City, which are standard and uniformly-applied to similar properties in the City.

(ii) Developer, or Developer's Project occupants, shall be obligated to pay any fees or taxes, and increases thereof, imposed on a City-wide basis such as business license fees or taxes, sales or use taxes, transient occupancy taxes, utility taxes, and public safety taxes.

(iii) Developer, or Developer's Project occupants, shall be obligated to pay any future fees or assessments imposed on an area-wide basis (such as landscape and lighting assessments and community services assessments such as the Master CFD/Property's special taxes).

(iv) Developer, or Developer's Project occupants, shall be obligated to pay any fees imposed pursuant to any assessment district such as the special taxes of the Master CFD established within the Project as of the date hereof or otherwise proposed or consented to by Developer;

(v) Developer, or Developer's Project occupants, shall be obligated to pay any fees imposed pursuant to any Uniform Code.

(vi) Developer, or Developer's Project occupants, shall be obligated to pay any utility fees and charges, including amended rates thereof, for City services such as electrical utility charges, water rates, and sewer rates.

**5.10 Inconsistencies.** It is expressly agreed that in the event of any inconsistency between the provisions or conditions of the Existing Land Use Regulations or Conditions of Approval and the provisions of this Agreement, the provisions of this Agreement shall govern. The conditions of such Existing Land Use Regulations and Conditions of Approval shall be interpreted insofar as possible to prevent such inconsistency, and in the event this Agreement is silent concerning an issue, the conditions of the Existing Land Use Regulations and Conditions of Approval shall govern. As between several instruments and regulations governing the Project, in the event of a clear and explicit conflict which cannot be resolved through interpretation, the following interpretive priorities shall apply: (i) the terms of this Agreement shall prevail over the provisions of the Existing Land Use Regulations and Conditions of Approval except where the Conditions of Approval are more restrictive in which event the Conditions of Approval shall prevail; (ii) the terms of the Project Development Approvals shall prevail over the terms of the Existing Land Use Regulations, except where such Existing Land Use Regulations are legally preemptive; and (iii) the terms of the Project Development Approvals shall take priority over the provisions of the CEQA instruments approved in conjunction with the Project, except where the CEQA instruments are legally preemptive.

## 6. ANNUAL REVIEW.

**6.1 Timing of Annual Review.** Pursuant to Government Code Section 65865.1, at least once during every twelve (12) month period of the Term, City shall review the good faith compliance of Developer with the terms of this Agreement ("**Annual Review**"). No failure on the part of City to conduct or complete an Annual Review as provided herein shall have any impact on the validity of this Agreement, nor shall it be deemed a breach on the part of Developer. The cost of the Annual Review shall be borne by Developer and Developer shall pay the actual and reasonable costs incurred by the City for such review.

**6.2 Special Review.** The City Council may, in its sole and absolute discretion, order a special review of compliance with this Agreement at any time at City's sole cost ("**Special Review**"). Developer shall cooperate with the City in the conduct of such Special Reviews.

**6.3 Standards for Annual Review.** During the Annual Review, Developer shall demonstrate good faith compliance with the terms of this Agreement. "**Good faith compliance**" shall be established if Developer is in substantial compliance with the material terms and conditions of this Agreement.

**6.4 Procedure.** Each party shall have a reasonable opportunity to assert matters which it believes have not been undertaken in accordance with the Agreement, to explain the basis for such assertion, and to receive from the other party a justification of its position on such matters. The procedure for an Annual Review or Special Review shall be as follows:

a. As part of either an Annual Review or Special Review, within ten (10) days of a request for information by the City, the Developer shall deliver to the City all information and supporting documents reasonably requested by City (i) regarding the Developer's performance under this Agreement demonstrating that the Developer has complied in good faith with the terms of this Agreement, and (ii) as required by the Existing Land Use Regulations.

b. The City Manager, or his/her designee, shall prepare and submit to Developer a written report on the performance of this Agreement and identify any perceived deficiencies in Developer's performance of this Agreement. The Developer may submit written responses to the report and Developer's written response shall be included in the City Manager's report. If the City Manager determines that the Developer has substantially complied with the terms and conditions of this Agreement, the Annual or Special Review shall be concluded.

c. If any deficiencies are noted, or if requested by a Councilmember, a public hearing shall be held before the City Council at which the Council will review the City Manager's report. The report to Council shall be made at a regularly-scheduled City Council meeting occurring as soon as possible, subject to the requirements of the Brown Act, after the commencement of the Annual or Special Review process outlined in this Section 6.4. If the City Council finds and determines, based on substantial evidence, that the Developer has not substantially complied with the terms and conditions of this Agreement for the period under review, the City may declare a default by the Developer in accordance with Article 7.

d. Neither party hereto shall be deemed in breach if the reason for non-compliance is due to a "force majeure" as defined in, and subject to the provisions of, Section 13.10.

**6.5 Certificate of Agreement Compliance.** If, at the conclusion of an Annual Review or a Special Review, Developer is found to be in compliance with this Agreement, City shall, upon written request by Developer, issue a Certificate of Agreement Compliance ("**Certificate**") to Developer stating that after the most recent Annual Review or Special Review and based upon the information known or made known to the City Manager, Planning Commission, and City Council that (i) this Agreement remains in effect and (ii) Developer is in compliance. The Certificate, whether issued after an Annual Review or Special Review, shall be in recordable form, shall contain information necessary to communicate constructive record notice of the finding of compliance. Developer shall at its cost record the Certificate with the County Recorder. Additionally, Developer may at any time request from the City a Certificate stating, in addition to the foregoing, which obligations under this Agreement have been fully satisfied with respect to the Property, or any lot or parcel within the Property.

**6.6 Review Process Not a Prerequisite to Declaring a Default**. Neither the Annual Review nor Special Review procedure is a prerequisite to either party declaring a default and

initiating the default and cure procedure in Article 7. In other words, either party may declare a default at any time without first undertaking the Annual Review or Special Review process.

**6.7 Public Hearings.** The public hearing prescribed by Section 6.4 is independent of, and in addition to, any further hearing procedures relating to defaults and remedies prescribed in Article 7 below. Thus, if the City Council finds that the Developer has not substantially complied with the terms and conditions of this Agreement as part of a review process pursuant to Section 6.4 and determines to declare a default, the City Council is still required to follow the notice/cure process (Section 7.2) and the termination hearing process (Section 7.4) before terminating this Agreement.

## 7. DEFAULTS AND REMEDIES.

**7.1 Remedies Available.** The parties acknowledge and agree that other than the termination of this Agreement pursuant to Article 7, specific performance, injunctive and declaratory relief are the only remedies available for the enforcement of this Agreement and knowingly, intelligently, and willingly waive any and all other remedies otherwise available in law or equity. Accordingly, and not by way of limitation, and except as otherwise provided in this Agreement, Developer shall not be entitled to any money damages from City by reason of any default under this Agreement. Further, Developer shall not bring an action against City nor obtain any judgment for damages for a regulatory taking, inverse condemnation, unreasonable exactions, reduction in value of property, delay in undertaking any action, or asserting any other liability for any matter or for any cause which existed or which the Developer knew of or should have known of prior to the time of entering into this Agreement, Developer's sole remedies being as specifically provided above. Developer acknowledges that such remedies are adequate to protect Developer's interest hereunder and the waiver made herein is made in consideration of the obligations assumed by the City hereunder.

**7.2 Declaration of Default & Opportunity to Cure.**

a. Rights of Non-Defaulting Party after Default. The parties acknowledge that both parties shall have hereunder all legal and equitable remedies as provided by law following the occurrence of a default or to enforce any covenant or agreement herein except as provided in Section 7.1. Before this Agreement may be terminated or action may be taken to obtain judicial relief the party seeking relief ("**Non-Defaulting Party**") shall comply with the notice and cure provisions of this Section 7.2.

b. Notice and Opportunity to Cure. A Non-Defaulting Party in its discretion may elect to declare a default under this Agreement in accordance with the procedures hereinafter set forth for any failure or breach of the other party ("**Defaulting Party**") to perform any material duty or obligation of the Defaulting Party under the terms of this Agreement. However, the Non-Defaulting Party must provide written notice to the Defaulting Party setting forth the nature of the breach or failure and the actions, if any, required by the Defaulting Party to cure such breach or failure (the "**Default Notice**"). The Defaulting Party shall be deemed in Default under this Agreement, if the breach or failure can be cured, but the Defaulting Party has failed to take such actions and cure such default within thirty (30) days after the date of

such notice or ten (10) days for monetary defaults (or such lesser time as may be specifically provided in this Agreement). However, if such non-monetary Default cannot be cured within such thirty (30) day period, and if and, as long as the Defaulting Party does each of the following:

(i) Notifies the Non-Defaulting Party in writing with a reasonable explanation as to the reasons the asserted default is not curable within the thirty (30) day period;

(ii) Notifies the Non-Defaulting Party of the Defaulting Party's proposed cause of action to cure the default;

(iii) Promptly commences to cure the default within the thirty (30) day period;

(iv) Makes periodic reports to the Non-Defaulting Party as to the progress of the program of cure; and

(v) Diligently prosecutes such cure to completion.

Then the Defaulting Party shall not be deemed in breach of this Agreement.

**7.3 Termination Notice.** Upon receiving a Default Notice, should the Defaulting Party fail to timely cure any default, or fail to diligently pursue such cure as prescribed above, the Non-Defaulting Party may seek termination of this Agreement, in which case the Non-Defaulting Party shall provide the Defaulting Party with a written notice of intent to terminate this Agreement ("**Termination Notice**"). The Termination Notice shall state that the Non-Defaulting Party will elect to terminate this Agreement within thirty (30) days and state the reasons therefor (including a copy of any specific charges of default or a copy of the Default Notice) and a description of the evidence upon which the decision to terminate is based. Once the Termination Notice has been issued, the Non-Defaulting Party's election to terminate this Agreement will only be rescinded if so determined by the City Council pursuant to Section 7.4.

**7.4 Hearing Opportunity Prior to Termination**. If Developer is the Defaulting Party pursuant to Section 7.3, then the City's Termination Notice to Developer shall additionally specify that Developer has the right to a hearing prior to the City's termination of this Agreement ("**Termination Hearing**"). The Termination Hearing shall be scheduled as an open public hearing item at a regularly-scheduled City Council meeting within thirty (30) days of the Termination Notice, subject to any legal requirements including but not limited to the Ralph M. Brown Act, Government Code Sections 54950-54963. At said Termination Hearing, Developer shall have the right to present evidence to demonstrate that it is not in default and to rebut any evidence presented in favor of termination. Based upon substantial evidence presented at the Termination Hearing, the Council may, by adopted resolution, act as follows:

a. Decide to terminate this Agreement; or

b. Determine that Developer is innocent of a default and, accordingly, dismiss the Termination Notice and any charges of default; or

c. Impose conditions on a finding of default and a time for cure, such that Developer's fulfillment of said conditions will waive or cure any default.

Findings of a default or a conditional default must be based upon substantial evidence supporting the following two findings: (i) that a default in fact occurred and has continued to exist without timely cure, and (ii) that such default has caused or will cause a material breach of this Agreement and/or a substantial negative impact upon public health, safety and welfare, the environment, or such other interests that the City and public may have in the Project.

**7.5 Rights and Duties Following Termination.** Upon the termination of this Agreement, no Party shall have any further right or obligation hereunder except with respect to (i) any obligations to have been performed prior to said termination, (ii) any default in the performance of the provisions of this Agreement which has occurred prior to said termination, or (iii) the indemnification provisions of Article 8. Termination of this Agreement shall not affect either Party's rights or obligations with respect to any Development Approval granted prior to such termination.

**7.6 Waiver of Breach**. By not challenging any Development Approval within ninety (90) days of the action of City enacting the same, Developer shall be deemed to have waived any claim that any Condition of Approval is improper or that the action, as approved, constitutes a breach of the provisions of this Agreement.

**7.7 Interest on Monetary Default.** In the event Developer fails to perform any monetary obligation under this Agreement, Developer shall pay interest thereon at the rate of six and one-half percent (6.5%) per annum from and after the due date of said monetary obligation until payment is actually received by City.

## 8. THIRD PARTY LITIGATION.

### 8.1 Indemnity Obligations on Third-Party Claims

a. Developer hereby agrees to indemnify, defend, and hold City, its officers, agents, employees, members of its City Council and any commission, partners and representatives ("**City Indemnitees**") harmless from and against any and all claims, actions, suits, damages, liabilities, losses, penalties, errors, omissions, forfeitures, fees (including attorneys' fees), costs, expenses, and any other actions or proceedings (whether legal, equitable, declaratory, administrative, or adjudicatory in nature) (collectively, "**Claims**"), asserted against City or City Indemnitees arising out of or in connection with the Original Agreement, this Agreement and/or the Project, including, without limitation, (i) City's approval of the Original Agreement or this Agreement and all documents related to any of the legislative actions listed in Section 5.9, Project Development Approvals, Conditions of Approval, permits, or other entitlements or approvals for the Project and issues related thereto (including, City's determinations regarding CEQA compliance and/or any other development incentives granted to the Project), (ii) the development of the Project, (iii) the

Environmental Covenant (including as may be modified), the approval or development of the Project notwithstanding the existence of such covenant (whether or not such approval or development is consistent with such covenant and/or approved by the Water Board, DTSC or any other regulatory agency), any environmental contamination affecting the Property, or the remediation or non-remediation of same; and (iv) liability for damage or claims for damage for personal injury including death and claims for property damage which may arise from, or are attributable to, Developer's (or Developer's contractors, subcontractors, agents, employees or other persons acting on Developer's behalf ("**Developer's Representatives**")) performance of its rights or obligations under this Agreement and/or the negligence or misconduct of Developer or of Developer's Representatives which relate to the Project or the Property.

b. The City shall provide the Developer with notice of the pendency of such Claims within ten (10) days of being served or otherwise notified of such Claims and shall request that the Developer defend such action. The Developer may utilize the City Attorney's office or use legal counsel of its choosing, but shall reimburse the City for any necessary legal cost incurred by City. In all cases, City shall have the right to utilize the City Attorney's office in any legal action. The Developer shall provide a deposit in the amount of 100% of the City's estimate, in its sole and absolute discretion, of the cost of litigation, including the cost of any award of attorney's fees. If the Developer fails to provide the deposit, and after compliance with the provisions of this Section 8.1, the City may abandon the action and the Developer shall pay all costs resulting therefrom and City shall have no liability to the Developer. The Developer's obligation to pay the cost of the action, including judgment, shall extend until judgment. After judgment in a trial court, the parties must mutually agree as to whether any appeal will be taken or defended. City agrees that it shall fully cooperate with the Developer in the defense of any matter in which the Developer is defending and/or holding the City harmless.

**8.2 Hold Harmless: Developer's Construction, and Other Activities.** The Developer shall defend, save and hold the City and its elected and appointed boards, commissions, officers, agents, and employees harmless from any and all claims, costs (including attorneys' fees) and liability for any damages, personal injury or death, which may arise, directly or indirectly, from the Developer's or the Developer's agents, contractors, subcontractors, agents, or employees' Project construction activities and operations under this Agreement or the Project Development Approvals or Subsequent Development Approvals, whether such Project construction activities and operations be by the Developer or by any of the Developer's agents, contractors or subcontractors or by any one or more persons directly or indirectly employed by or acting as agent for the Developer or any of the Developer's agents, contractors or subcontractors. Nothing herein shall be construed to mean that the Developer shall hold the City harmless and/or defend it from any claims arising from, or alleged to arise from, the sole negligence or willful misconduct of the City's officers, employees, agents, contractors of subcontractors.

**8.3 Loss and Damage.** City shall not be liable for any damage to property of Developer or of others located on the Property, nor for the loss of or damage to any property of Developer or of others by theft or otherwise. City shall not be liable for any injury or damage to persons or property resulting from fire, explosion, steam, gas, electricity, water, rain, dampness or leaks from any part of the Property or from the pipes or plumbing, or from the street, or from any environmental or soil contamination or hazard, or from any other latent or patent defect in the soil, subsurface or physical condition of the Property, or by any other cause of whatsoever nature. Nothing herein shall be construed to mean that the Developer shall bear liability for the sole negligence or willful misconduct of the City's officers, employees, agents, contractors of subcontractors.

**8.4 Non-liability of City Officers and Employees.** No official, agent, contractor, or employee of the City shall be personally liable to the Developer, 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 Developer or to its successor, or for breach of any obligation of the terms of this Agreement.

**8.5 Conflict of Interest.** 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 this Agreement which affects the financial interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested, in violation of any state statute or regulation.

**8.6 Survival of Indemnity Obligations.** All indemnity provisions set forth in this Agreement shall survive expiration or sooner termination of this Agreement for any reason other than a default by City.

## 9. INSURANCE.

### 9.1 Types of Insurance.

a. **Public Liability Insurance**. Prior to commencement and until completion of construction of improvements by Developer on the Property, Developer shall, at its sole cost and expense, keep or cause to be kept in force, for the mutual benefit of City and Developer, comprehensive broad form general public liability insurance against claims and liability for personal injury or death arising from the use, occupancy, disuse or condition of the Property, improvements or adjoining areas or ways, affected by such use of the Property or for property damage. Such policy shall provide protection of a least $6,000,000 for bodily injury or death to any one person, at least $6,000,000 for any one accident or occurrence, and at least $6,000,000 for property damage, and $7,000,000 in the aggregate.

b. **Worker's Compensation**. To the extent Developer and its contractors utilize employees for any portion of the Project, Developer and such contractors shall also furnish or cause to be furnished to City evidence reasonably satisfactory to it that Developer and any contractor with whom Developer has contracted for the performance of any work for which Developer is responsible hereunder carries workers' compensation insurance as required by law.

c. **Automobile Liability Insurance**. Developer shall ensure that all contractors with whom Developer has contracted for the performance of any work for which Developer is responsible hereunder maintains automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Developer arising out of or in connection with work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $5,000,000 combined single limit for each accident.

d. **Pollution Liability Insurance**. Environmental Impairment Liability Insurance shall be written on a Contractor's Pollution Liability form or other form acceptable to City providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than $1,000,000 dollars per claim and $2,000,000 in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

e. **Other Insurance**. Developer may procure and maintain any insurance not required by this Agreement, but all such insurance shall be subject to all of the provisions hereof pertaining to insurance and shall be for the benefit of City and Developer.

**9.2 Insurance Policy Form, Sufficiency, Content, and Insurer.** All insurance required by express provisions hereof shall be carried only by responsible insurance companies licensed and admitted to do business by 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 VIII or better, unless waived by City. All such policies shall be non-assessable and shall contain language, to the extent obtainable, to the effect that (i) any loss shall be payable notwithstanding any act of negligence of City or Developer that might otherwise result in the forfeiture of the insurance, (ii) the insurer waives the right of subrogation against City and against City's agents and representatives; (iii) the policies are primary and noncontributing with any insurance that may be carried by City; and (iv) the policies cannot be canceled or materially changed except after thirty (30) days' written notice by the insurer to City or City's designated representative. Developer shall furnish City with copies of all such policies promptly on receipt of them or with certificates evidencing the insurance. City shall be named as an additional insured on all policies of insurance required to be procured by the terms of this Agreement, except for all insurance required by Developer's contractors, both City and Developer shall be named as an additional insured. 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. In the event the City's Risk Manager determines that the use, activities or condition of the Property, improvements or adjoining areas or ways, affected by such use of the Property under this Agreement creates an increased or decreased risk of loss to the City, Developer agrees that the minimum limits of the insurance policies required by Section 9.1 may be changed accordingly upon receipt of written notice from the City's Risk Manager; provided that Developer shall have

the right to appeal a determination of increased coverage to the City Council of City within ten (10) days of receipt of notice from the City's Risk Manager.

**9.3 Failure to Maintain Insurance and Proof of Compliance.** Developer shall deliver to City, in the manner required for notices, copies of certificates of all insurance policies together with endorsements required hereunder together with evidence satisfactory to City of payment required for procurement and maintenance of each policy within the following time limits:

a. For insurance required above, prior to issuance of the first permit, including (without limitation) any demolition permit, grading permit, building permit, electrical permit, etc.

b. For any renewal or replacement of a policy already in existence, at least ten (10) days before the expiration or termination of the existing policy.

c. If Developer fails or refuses to procure or maintain insurance as required hereby or fails or refuses to furnish City with required proof that that insurance has been procured and is in force and paid for, such failure or refusal shall be a default hereunder.

**9.4 Waiver of Subrogation.** Developer agrees that it shall not make any claim against, or seek to recover from City or its agents, servants, or employees, for any loss or damage to Developer or to any person or property, except as specifically provided hereunder and Developer shall give notice to any insurance carrier of the foregoing waiver of subrogation, and obtain from such carrier, a waiver of right to recovery against City, its agents and employees.

**9.5 Broader Coverages and Higher Limits.** Notwithstanding anything else herein to the contrary, if Developer 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 Developer.

## 10. MORTGAGEE PROTECTION.

**10.1** The parties agree that this Agreement shall not prevent or limit Developer, in any manner, at Developer's sole discretion, from encumbering the Property or any portion thereof or any improvement thereon by any mortgage, deed, of trust or other security device securing financing with respect to the Property. City acknowledges that the lenders providing such financing may require certain Agreement interpretations, modifications, and estoppel certificates and City agrees upon request, from time to time, to communicate and meet with Developer and representatives of such lenders to negotiate in good faith any such estoppel certificates and/or requests for interpretation or modification. Subject to compliance with applicable laws, City will not unreasonably withhold its consent to any such requested estoppel certificate, interpretation or modification provided City determines such estoppel certificate, interpretation or modification is consistent with the intent and purposes of this Agreement. Any Mortgagee of the Property shall be entitled to the rights and privileges set forth in this Article 10.

**10.2** Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Property made in good faith and for value, unless otherwise required by law.

**10.3** The Mortgagee of any Mortgage or deed of trust encumbering the Property, or any part thereof, where Mortgagee has submitted a request in writing to the City in the manner specified herein for giving notices, shall be entitled to receive written notification from City of any default by Developer in the performance of Developer's obligations under this Agreement.

**10.4** If City timely receives a request from a Mortgagee requesting a copy of any notice of default given to Developer under the terms of this Agreement, City shall provide a copy of that notice to the Mortgagee within ten (10) days of sending the notice of default to Developer. The Mortgagee shall have the right, but not the obligation, to cure the default during the period that is the longer of (i) the remaining cure period allowed such party under this Agreement, or (ii) sixty (60) days.

**10.5** Any Mortgagee who comes into possession of the Property, or any part thereof, pursuant to foreclosure of the Mortgage or deed of trust, or deed in lieu of such foreclosure, shall take the Property, or part thereof, subject to the terms of this Agreement.

**11. ASSIGNMENTS**.

**11.1** The experience, knowledge, capability and reputation of Developer, its principals, employees and affiliates were a substantial inducement for the City to enter into this Agreement. The Developer may sell, transfer, lease or assign this Agreement, the Property, or any part thereof (such sale, transfer, lease or assignment shall be referred to as an "**Assignment**") with the prior written consent of the Community Development Director, which consent may not be unreasonably withheld, after providing reasonable documentation and evidence demonstrating that the person or entity to whom any of the rights or privileges granted herein are to be sold, transferred, leased, assigned, hypothecated, encumbered, merged, or consolidated, meets the following criteria: (i) the transferee has the financial strength and capability to perform its obligations under the Agreement, (ii) reasonably satisfactory evidence that the transferee has the experience and expertise to operate the Project, including reasonably satisfactory evidence that the transferee has experience with operations and projects with a similar scale of this Project; and (iii) reasonably satisfactory evidence that the transferee's key principals have no felony convictions. The proposed transferee shall execute and deliver to the City an assumption agreement assuming Developer's Project obligations, which assumption agreement shall be in a form approved by the City Manager and City Attorney ("**Assignment and Assumption Agreement**"). Notwithstanding the foregoing, if Developer should seek the Assignment prior to making the $250,000 Façade Program Payment, Developer shall make such payment to City prior to completion of the Assignment. The Assignment and Assumption Agreement shall state whether assignee intends to develop Project A or Project B. If assignee states an intent to develop Project A, then Developer shall pay the $175,000.00 fee required by Section 3.3.A prior to completion of the Assignment. If assignee states an intent to develop Project B, then Developer shall pay the $50,000.00 fee required by Section 3.2.B prior to completion of the Assignment. Developer making these payments will be a condition precedent to the Community Development Director providing consent to the Assignment.

**11.2 City Consideration of Requested Assignment.** The City agrees that it will not unreasonably withhold, condition, or delay approval of a request for approval of an Assignment required pursuant to this Article 11, provided that:

a. Developer delivers written notice to the City requesting that approval prior to the completion of the Assignment (the "**Consent Request**"); and

b. The Assignment is not completed until either (i) City has provided its written consent or (ii) sixty (60) days have passed after delivery by Developer to City of the Consent Request without the City having rejected the Consent Request in writing.

c. The Consent Request shall be accompanied by (i) a proposed draft of the Assignment and Assumption Agreement described in Section 11.1, in a form acceptable to the City Attorney and City Manager, and (ii) evidence regarding the proposed assignee's development and/or operational qualifications and experience and its financial commitments and resources in sufficient detail to enable the City to evaluate the proposed assignee's ability to complete the Project.

**11.3 Assignments Permitted Without City's Consent.** Notwithstanding any other provision of this Agreement, Assignments related to the following property conveyances and other transactions shall not require City consent:

a. The granting of easements or permits to facilitate construction of the Project or any public improvements.

b. The granting of easements or permits for utility purposes.

c. Transactions for financing purposes, including the grant of a deed of trust to secure the funds necessary, but not to exceed the amounts reasonably required, for land acquisition, construction, and/or permanent financing of any portion of the Project.

d. The acquisition of some or all of the Property by a Mortgagee in its capacity as a Mortgagee, such as through foreclosure or a deed in lieu of foreclosure.

e. A sale or transfer resulting from, or in connection with, a reorganization as contemplated by the provisions of the Internal Revenue Code of 1986, as amended or otherwise, in which the ownership interests of a corporation are assigned directly or by operation of law to a person or persons, firm or corporation which acquires the control of the voting capital stock of such corporation or all or substantially all of the assets of such corporation.

f. A sale or transfer between members of the same family, or transfers to a trust, testamentary or otherwise, in which the beneficiaries consist primarily of family members of the trustor, or transfers to a corporation or partnership in which the family members or shareholders of the transferor own at least

ten percent (10%) of the present equity ownership and/or at least fifty percent (50%) of the voting control of Developer.

g. If Developer is a trust, corporation, real estate investment trust, or partnership, a transfer of stock or other interests, provided there is no material change in the actual management and control of Developer.

h. Transactions with any member, partner, officer, employee, or affiliate of Developer or any trust or family member, provided that, following the transaction, the management of Developer on the Effective Date for Project B shall, subject to normal and customary business practices and personnel changes, remain the primary Developer representative(s) for purposes of communication with the City.

**11.4 Effect of Assignment.** Unless otherwise stated within the Assignment, upon an Assignment:

a. The assignee shall be liable for the performance of all remaining obligations of Developer with respect to those portions of the Property which are transferred (the "**Transferred Property**") but shall have no obligations with respect to any portions of the Property not conveyed (the "**Retained Property**").

b. The owner of the Retained Property shall be liable for the performance of all obligations of Developer with respect to the Retained Property, but shall have no further obligations with respect to the Transferred Property.

c. The Assignee's exercise, use, and enjoyment of the Transferred Property shall be subject to the terms of this Agreement to the same extent as if the Assignee were the Developer.

## 12. AMENDMENT AND MODIFICATION.

**12.1 Initiation of Amendment.** Either party may propose an amendment to this Agreement.

**12.2 Procedure**. Except as set forth in Section 12.4, the procedure for proposing and adopting an amendment to this Agreement shall be the same as the procedure required for entering into this Agreement in the first instance as set forth in Government Code Section 65867.

**12.3 Consent.** Except as expressly provided in this Agreement, no cancellation of or amendment to all or any provision of this Agreement shall be effective unless set forth in writing and signed by duly authorized representatives of each of the parties hereto and recorded in the Official Records of Los Angeles County.

**12.4 Administrative Minor Project Modifications.** Notwithstanding any other provision and/or Condition of Approval contained in any Development Approvals, "Minor Modifications" to this Agreement, the Project, and/or the Development plans shall be made ministerially, with the approval of the Director. For Project B, the determination of whether a

requested or proposed modification constitutes a "Minor Modification" shall be made by the Director in his or her sole discretion, except that any modification that the Director determines extends beyond the intent of the original approval or meets any of the criteria in the following sentence shall not be deemed to constitute a "Minor Modification." For Project A, "**Minor Modifications**" shall be defined as, and for Project B, "Minor Modifications" may include, any modifications to this Agreement, the Project and/or the Development plans that do not (i) change the proposed uses analyzed in the MND (for a change to Project A) or the Addendum (for a change to Project B), (ii) increase the total amount of square footage within Project A beyond 121,775 square feet or increase the density or number of units for Project B in excess of the approved 62 units, (iii) increase building heights within the Property for Projects A and B in comparison to what was identified on the Development plans by more than ten (10) percent, (iv) reduce the number of parking stalls below the required parking amount in the approved Project A development plans or below the parking, open space or landscaping amounts specified for Project B in Section 1.24 of this Agreement by more than ten (10) percent, (v) modify the approved exterior design for Project A or Project B in such a way that is not in substantial conformance with the approved set of plans, as determined by the Community Development Director, and/or (vi) modify the Project B financial benefit commitments, including those set forth in Section 3.B of this Agreement.. For the avoidance of confusion, subject to the foregoing, a deviation from the architectural designs is explicitly allowed for Projects A and B provided the Community Development Director finds such a deviation to be in substantial conformance with the approved set of plans.

**12.5 Hearing Rights Protected**. Notwithstanding the foregoing, City will process any change to this Agreement consistent with state law and will hold public hearings thereon if so required by state law and the parties expressly agree nothing herein is intended to deprive any party or person of due process of law.

**12.6 Effect of Amendment to Development Agreement**. Except as expressly set forth in any such amendment, an amendment to this Agreement will not alter, affect, impair, modify, waive, or otherwise impact any other rights, duties, or obligations of either party under this Agreement.

## 13. MISCELLANEOUS PROVISIONS.

**13.1 Recordation**. The City Clerk shall cause a copy of this Agreement to be recorded against the Property with the County Recorder within ten (10) calendar days after the Execution Date. The failure of the City to sign and/or record this Agreement shall not affect the validity of this Agreement.

**13.2 Notices.** Notices and correspondence required or permitted by this Agreement shall be in writing and either personally delivered or sent by registered, certified, or overnight mail or delivery service. Notices shall be deemed received upon personal delivery or on the second business day after registered, certified, or overnight mailing or delivery, or email if such email notice is acknowledged as received by the receiving party. Notices shall be addressed as follows:

To City: City of Carson
701 East Carson Street
Carson, California 90745
Attn: Planning Manager

With copy to: Aleshire & Wynder
18881 Von Karman Avenue, Suite 1700
Irvine, CA 92612
Fax: 949-223-1180
Attn: Sunny Soltani

To Developer: 21611 Perry Street LLC,
659 N. Robertson Blvd
West Hollywood, CA 90069
Attn: Darren Embry

A Party may change its address by giving written notice to the other Party. Thereafter, Notices shall be addressed and transmitted to the new address.

**13.3 Estoppel Certificates.** Either Party (or a Mortgagee) may at any time deliver written notice to the other Party requesting an Estoppel Certificate stating:

a. The Agreement is in full force and effect and is a binding obligation of the Parties;

b. The Agreement has not been amended or modified or, if so amended, identifying the amendments; and

c. There are no existing defaults under the Agreement to the actual knowledge of the Party signing the Estoppel Certificate.

A Party receiving a request for an Estoppel Certificate shall provide a signed certificate to the requesting Party within thirty (30) days after receipt of the request. The City Manager may sign Estoppel Certificates on behalf of the City. An Estoppel Certificate may be relied on by assignees and Mortgagees.

**13.4 Project as a Private Undertaking.** It is specifically understood and agreed by the Parties that the Project is a private development, that neither Party is acting as the agent of the other in any respect, and that each Party is an independent contracting entity with respect to this Agreement. The only relationship between City and Developer is that of a government entity regulating the development of property owned by a private party. City agrees that by its approval of, and entering into, this Agreement that it is not taking any action which would transform this private Development into a "public work" project, and that nothing herein shall be interpreted to convey upon Developer any benefit which would transform Developer's private project into a public work project, it being understood that this Agreement is entered into by City and Developer upon the exchange of consideration described in this Agreement, including the Recitals to this Agreement, and that City is receiving by and through this Agreement the full measure of benefit in exchange for the burdens placed on Developer by this Agreement, including but not limited to Developer's obligation to provide the public improvements set forth herein.

**13.5 Eminent Domain.** No provision of this Agreement shall be construed to limit or restrict the exercise by City of its power of eminent domain.

**13.6 Entire Agreement.** This Agreement represents the entire agreement of the Parties with respect to the subject matter of this Agreement. No testimony or evidence of any such representations, understandings or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

**13.7 Further Actions and Instruments.** Each of the Parties shall cooperate with and provide reasonable assistance to the other to the extent necessary to implement this Agreement.

**13.8 Severability.** If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement.

**13.9 Covenant Not To Sue.** The parties to this Agreement, and each of them, agree that this Agreement and each term hereof is legal, valid, binding, and enforceable. The parties to this Agreement, and each of them, hereby covenant and agree that each of them will not commence, maintain, or prosecute any claim, demand, cause of action, suit, or other proceeding against any other party to this Agreement, in law or in equity, or based on any allegation or assertion in any such action, that this Agreement or any term hereof is void, invalid, or unenforceable.

**13.10 Force Majeure.** Neither Party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by earthquakes, other acts of God, fires, wars, terrorism, riots or similar hostilities, strikes, and other labor difficulties beyond the Party's control, government regulations, pandemics, government-ordered quarantine, court actions (such as restraining orders or injunctions), or other causes beyond the Party's reasonable control. If any such events shall occur, the term of this Agreement and the time for performance shall be extended for the duration of the impacts on the Project of each such event.

**13.11 Waiver.** All waivers of performance must be in a writing signed by the Party granting the waiver. Failure by a Party to insist upon the strict performance of any provision of this Agreement shall not be a waiver of future performance of the same or any other provision of this Agreement.

**13.12 Time of Essence.** Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.

**13.13 Governing Law and Venue.** This Agreement shall be governed and interpreted in accordance with California law, with venue for any litigation concerning this Agreement in Los Angeles, California.

**13.14 Interpretation.** This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party or in favor of City shall not be employed in interpreting this Agreement, all parties having been represented by counsel in the negotiation and preparation hereof.

**13.15 Corporate Authority.** The person(s) executing this Agreement on behalf of each of the parties hereto represent and warrant that (i) such party, if not an individual, 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 such party is bound.

**13.16 Attorneys' Fees.** If either party to this Agreement is required to initiate or defend litigation against the other party, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees. Attorneys' fees shall include attorneys' 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 a final judgment.

**13.17 Recitals.** The recitals in this Agreement constitute part of this Agreement and each party shall be entitled to rely on the truth and accuracy of each recital as an inducement to enter into this Agreement.

**13.18 No Brokers.** City and Developer represent and warrant to the other that neither has employed any broker and/or finder to represent its interest in this transaction. Each party agrees to indemnify and hold the other free and harmless from and against any and all liability, loss, cost, or expense (including court costs and reasonable attorney's fees) in any manner connected with a claim asserted by any individual or entity for any commission or finder's fee in connection with this Agreement arising out of agreements by the indemnifying party to pay any commission or finder's fee.

**13.19 Joint and Several Liability.** In the event Developer should sell, transfer, lease or assign this Agreement, the Property, or any part thereof, Developer shall bear ultimate responsibility for all obligations, conditions, and restrictions set forth under this Agreement, it being understood that both Developer and any transferee, assignee, or lessee shall be jointly and severally liable.

**13.20 Compliance with Laws**. Developer must comply with all federal, state and local laws and regulations, including the City's Municipal Code, subject to the provisions of this Agreement and Development Agreement Law.

**13.21 Counterparts**. This Agreement may be executed by the Parties in counterparts, which together shall have the same effect as if each of the Parties had executed the same instrument.

[SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first set forth above.

CITY

CITY OF CARSON a municipal corporation

_____

Lula Davis-Holmes, Mayor

ATTEST

_____

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM
ALESHIRE & WYNDER, LLP

_____

Sunny K. Soltani, City Attorney

DEVELOPER

21611 PERRY STREET LLC, a California limited liability company

By:_____
Name:
Title:

By:_____
Name:
Title:

**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**

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER_____

_____

**SIGNER IS REPRESENTING:**

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

_____

_____

**DESCRIPTION OF ATTACHED DOCUMENT**

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

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

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

WITNESS my hand and official seal.

Signature: _____

**OPTIONAL**

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

**CAPACITY CLAIMED BY SIGNER**

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER_____

_____

**SIGNER IS REPRESENTING:**

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

_____

_____

**DESCRIPTION OF ATTACHED DOCUMENT**

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

**EXHIBIT "A"**

**PROPERTY LEGAL DESCRIPTION**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF CARSON, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THAT PORTION OF LOT 15 OF TRACT NO. 4054, IN THE CITY OF CARSON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 44 PAGE 39 OF MAPS, .IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF THE SOUTHERLY 20 FEET OF SAID LOT WITH A LINE PARALLEL WITH AND NORTHEASTERLY 27 FEET, MEASURED AT RIGHT ANGLES, FROM THE SOUTHWESTERLY LINE OF SAID LOT; THENCE ALONG SAID PARALLEL LINE NORTH 39° 21' 48" WEST 245.64 FEET; THENCE SOUTH 89° 22' 27" WEST 25.48 FEET; THENCE NORTH

39° 21' 48" WEST 2.11 FEET; THENCE NORTH 0° 37' 33" WEST 17.38 FEET TO A LINE PARALLEL WITH AND NORTHEASTERLY 18 FEET, MEASURED AT RIGHT ANGLES, FROM SAID SOUTHWESTERLY LINE; THENCE ALONG SAID LAST MENTIONED PARALLEL LINE NORTH 39° 21' 48" WEST TO THE SOUTHERLY LINE OF TRACT NO. 29360, AS PER MAP RECORDED IN BOOK 734, PAGE 45 OF MAPS; THENCE EASTERLY ALONG SAID SOUTHERLY LINE TO THE EASTERLY LINE OF SAID LOT 15; THENCE SOUTHERLY ALONG SAID EASTERLY LINE TO SAID NORTHERLY LINE; THENCE WESTERLY ALONG SAID NORTHERLY LINE TO THE POINT OF BEGINNING.

EXCEPT THEREFROM THAT PORTION OF SAID LAND DESIGNATED AS PARCELS 2-36 INCLUSIVE IN THE FINAL DECREE OF CONDEMNATION ENTERED IN SUPERIOR COURT, LOS ANGELES COUNTY, CASE NO. 909461, A CERTIFIED COPY OF WHICH WAS RECORDED AUGUST 26, 1969, AS INSTRUMENT NO. 2734, IN BOOK D-4478, PAGE 350, OFFICIAL RECORDS OF SAID COUNTY AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EASTERLY LINE OF SAID LOT WITH THE NORTHERLY LINE OF THE SOUTHERLY 20 FEET OF SAID LOT; THENCE WESTERLY ALONG SAID NORTHERLY LINE 19.99 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 15 FEET, TANGENT TO SAID NORTHERLY LINE AND TANGENT TO THE WESTERLY LINE OF THE EASTERLY *5* FEET OF SAID LOT; THENCE NORTHEASTERLY ALONG 'SAID CURVE 23.55 FEET TO SAID WESTERLY LINE; THENCE EASTERLY AT RIGHT ANGLES FROM SAID WESTERLY LINE 5 FEET TO SAID EASTERLY LINE; THENCE SOUTHERLY ALONG SAID EASTERLY LINE 14.99 FEET TO THE POINT OF BEGINNING.

ALSO, EXCEPT l/2 OF ALL OIL, GAS, HYDROCARBON AND MINERAL SUBSTANCES IN AND UNDER SAID LAND, BUT WITHOUT RIGHT OF SURFACE ENTRY, AS RESERVED BY MARY M. REGAN, IN DEED RECORDED OCTOBER 4, 1957 AS INSTRUMENT NO. 504, IN BOOK 44767, PAGE 300, OFFICIAL RECORDS.

APNs: 7327-010-014 & 015

**EXHIBIT "B"**

**DEPICTION OF THE PROPERTY**

**EXHIBIT "C"**

**CONCEPTUAL DEPICTION OF DEDICATION**